

BOARD OF SUPERVISORS

AGENDA

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



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SEPTEMBER 15, 2015

- I. **8:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS SPECIAL MEETING:** 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. The public will be given opportunity to comment on when the item is heard.

A. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher

B. [SPECIAL PRESENTATION: \(404-0915\) Receive update from Camptonville Community Partnership on forest biomass energy project and feasibility study. \(Forty-five minute estimate\)](#)

C. 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.

II. **PLEDGE OF ALLEGIANCE** - - Led by Supervisor Abe

III. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher

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

A. Auditor-Controller

1. [\(405-0915\) Adopt resolution establishing appropriations limits for Yuba County for Fiscal Years 2014/2015 and 2015/2016.](#)

2. [\(406-0915\) Adopt resolutions establishing county-wide and special district tax rates for Fiscal Year 2015/2016.](#)

B. Board of Supervisors

1. [\(407-0915\) Approve decision and findings of fact for Administrative Appeals regarding Santiago and Martha Ramirez, property owners/Luis Silva, cultivator and tenant, for 5284 Montclair Avenue, Linda, CA 95901 and authorize Chair to execute.](#)

C. Clerk of the Board of Supervisors

1. [\(408-0915\) Approve minutes of August 25, 2015.](#)

D. Community Development and Services

1. [\(409-0915\) Approve Hammon Grove caretaker agreement with Samuel and Debbie DeWitt and authorize Chair to execute.](#)

E. Health and Human Services

1. [\(410-0915\) Award contracts to Pannell Counseling Services for counseling, therapeutic and/or evaluation services and authorize Chair to execute upon review and approval of County Counsel.](#)
2. [\(417-0915\) Approve agreement with California Statewide Automated System Consortium IV for purchase of Facilitate and Control Tablets and authorize Chair to execute.](#)

F. Human Resources

1. [\(411-0915\) Approve Comprehensive Memorandum of Understanding between Yuba County and the Deputy Sheriff's Association effective July 1, 2013 - June 30, 2016 and authorize Chair to execute.](#)

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. Agricultural Commission

1. [\(412-0915\) Consider approval to allow the Fish and Game Commission to hold a Yuba County pheasant hunt November 21 and 22, 2015 pending insurance requirements and property use, and review and approval of Risk Manager and County Counsel. \(Ten minute estimate\)](#)

B. Board of Supervisors

1. [\(413-0915\) Adopt joint resolution with City of Marysville supporting project feasibility and engineering evaluation for a relocation of railroad track bed within Marysville.](#)

C. County Administrator

1. [\(414-0915\) Receive report on proposed and ongoing economic development activities and provide staff direction as appropriate.](#)
2. [\(415-0915\) Approve Memorandum of Agreement for economic development services by Yuba-Sutter Economic Development Corporation for the County of Yuba and authorize Chair to execute.](#)
3. [\(416-0915\) Approve Economic Development Agreement and Protocol Agreement between the Greater Sacramento Area Economic Council and Yuba County, and adopt resolution authorizing the County Administrator to execute; Appoint a Board member or County Administrator to Greater Sacramento's Board of Directors; and designate Brynda Stranix as Yuba County's representative on the Economic Development Director's Taskforce.](#)

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. [\(418-0915\) Public Hearing - Hold public hearing and adopt resolution amending the Community Development Block Grant \(CDBG\) business assistance loan program guidelines. \(Fifteen minute estimate\)](#)

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

- A. [\(419-0915\) Notice of hearing on December 9, 2015 from California Fish and Game Commission regarding marine protected area.](#)

- B. [\(420-0915\) Notice from State Water Resources Control Board regarding temporary transfer of up to 10,000 acre-feet of water from South Feather Water and Power Agency to participating State Water Contractors, Inc.](#)
- C. [\(421-0915\) Letter from Michael Hatherly regarding Dobbins/Oregon House Fire Protection.](#)
- 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. **CLOSED SESSION**
 - A. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Case
- XI. **ADJOURN**

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

FINAL

**CAMPTONVILLE COMMUNITY
PARTNERSHIP
BIOMASS POWER GENERATION & CHP**
Feasibility Study

B&V PROJECT NO. 186534

PREPARED FOR

Camptonville Community Partnership (CCP)

26 AUGUST 2015

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0.0 Executive Summary

Camptonville Community Partnership (CCP) is interested in developing a biomass power plant to generate jobs and remove fire risk woody biomass debris from the forest as outlined more fully in the Introduction below. CCP hired Black & Veatch to review the technical and economic attributes of various technologies for such a plant. In preparation for this work, Black & Veatch solicited budgetary proposals from

- six boiler vendors,
- six steam turbine generator vendors,
- four syngas generator vendors,
- four reciprocating engine vendors,
- two hot combustion gas generators and
- two ORC vendors

Identification of which vendors responded, what pricing they provided, and their commercial status are outlined in Figure 4-1 through Table 4-6. These proposals and vendors were paired up by Black & Veatch based on their pricing or in some cases the vendor providing the proposal included a proposal from its own paired vendor.

Shipping, installation, balance of plant costs were identified by Black & Veatch to obtain an estimated EPC direct cost. Typical indirect costs were estimated by Black & Veatch and added to the EPC direct costs to provide grand total EPC cost estimates, which are summarized in Table 5-2. The operation and maintenance costs were estimated for each technology and are summarized in Table 5-3. A discussion is provided about owner costs that are often not included in engineering studies, but a real cost that should be accounted for when running the economic analysis, and a summary of these estimated costs are presented in Table 5-4.

The financial analysis of the options begins on page 44 with Table 6-1 that outlines the basic economic values used in the analysis that remain unchanged for all options. Table 6-2 provides the financial results without the inclusion of owner's costs and Table 6-3 provides the same information including the owner's costs. The range of revenue required when owners cost are excluded, is \$177.6/MWh to \$196/MWh, slightly over a 10% spread between the highest and lowest values. Including the owner's cost provides values that range from \$182.1/MWh to \$200.6/MWh.

Table 6-4 provides sensitivity results for several of the input values to demonstrate the relative effect a given variable has on the revenue required.

Since the economic results for the various technologies and pairings don't provide a clear pathway to the preferred technology, Black & Veatch proceeded to create qualitative evaluation criteria for an assessment of characteristics other than economics. Table 7-1 provides the details of this assessment and shows the steam option earning 89 points followed by ORC with 73 and syngas with 58.

Because of the significant reduction in the LCOE when thermal energy is sold, it is recommended that CCP do all they can to locate and secure a reliable thermal host.

When this qualitative evaluation is combined with the economic results and thermal sales, steam turbine generator technology appears as the preferred technology.

1.0 Project Background Information

1.1 HISTORY

The community of Camptonville, California established some goals for their community that included the following:

- sustainably utilize biomass resulting from forest management and/or harvesting activities,
- protect communities and private property by reducing the risk of catastrophic wildfire on adjacent natural lands and in the wild land - urban interface,
- protect public health and improve air quality by reducing emissions associated with controlled fuel management burns and potential wild land fires, and
- provide direct economic development benefits to the rural communities of the Yuba County foothills region by
 - improving energy self-reliance through local power generation from a renewable source; and
 - supporting forest health improvement by creating a long-term economic market that could drive future land management decisions to treat forested areas

To create structure to allow fulfillment of these goals the Camptonville Community Partnership (CCP), the Yuba Watershed Protection, and Fire Safe Council created the Forest Biomass Business Center Steering Committee (Steering Committee), a collaborative, multi-stakeholder group, to direct the redevelopment of a former sawmill site at Celestial Valley, near Camptonville, California.

1.2 CURRENT STATUS

At the direction of the Steering Committee on behalf of CCP, Black & Veatch has been engaged to commence a study of CCP's planned biomass CHP project, under which the following tasks are being performed:

- Technical feasibility of a biomass power project or combined heat and power project
- Economic feasibility analysis
- Evaluation and selection of technology of a small-scale biomass power or combined heat and power (CHP) generation facility (1-3 MW) at the mill site

This project is funded through a grant from the Sierra Nevada Conservancy through the "Healthy Forests/Abandoned Mine Lands" program. Funding for the grant program is from Proposition 84, passed by California voters in 2006.

A prior study performed by TSS in 2014 for Nevada County, provided a preliminary evaluation of some of the above elements. This study by Black & Veatch addresses the technical and economic feasibility of the project. This study also identifies the challenges associated with implementation of the project.

2.0 Technology Analysis (Task 2)

2.1 OVERVIEW OF CONVERSION TECHNOLOGY

Biomass conversion technologies reviewed in this report include:

- Direct Combustion (stoker, bubbling fluidized bed, or circulating fluidized bed) with a steam turbine generator as the prime mover
- Syngas Generator combined with a reciprocating, internal combustion engine, and
- A Combustion Gas Generator paired with an organic Rankine cycle (ORC) prime mover

These three equipment configurations or technologies have been compared to determine which offers the best solution from a technical performance perspective, and the economic feasibility portion of the report identifies which of the configurations provide a feasible economic solution.

The following sections provide a detailed discussion of biomass energy conversion technologies that could potentially be suitable for CCP's planned biomass CHP project. Following the characterization of these technologies, Black & Veatch presents the relative economic feasibility of the three options along with the benefits and risks of each technology. The best biomass conversion solution will be utilized by CCP to proceed with its development.

2.2 DIRECT COMBUSTION

Direct biomass combustion power plants employ the Rankine steam cycle (not to be confused with the third option, the Organic Rankine Cycle) and utilize the same proven technologies that have been used with coal and biomass combustion for decades. There are nearly 2,000 biomass power plants operating worldwide with a capacity of 22 gigawatts (22,000 megawatts).¹

In many respects, biomass fired combustion power plants are similar to coal plants. However, as a result of the smaller scale of the plants and the lower heating value of the fuels, biomass plants are commonly less efficient than modern fossil fuel plants. There are three common boiler types for biomass Direct Combustion facilities. These are stoker boilers, bubbling fluidized bed (BFB) boilers, and circulating fluidized bed (CFB) boilers. Technical characteristics and parameters of each of these technologies are provided below.

¹ From Renewable Energy Magazine

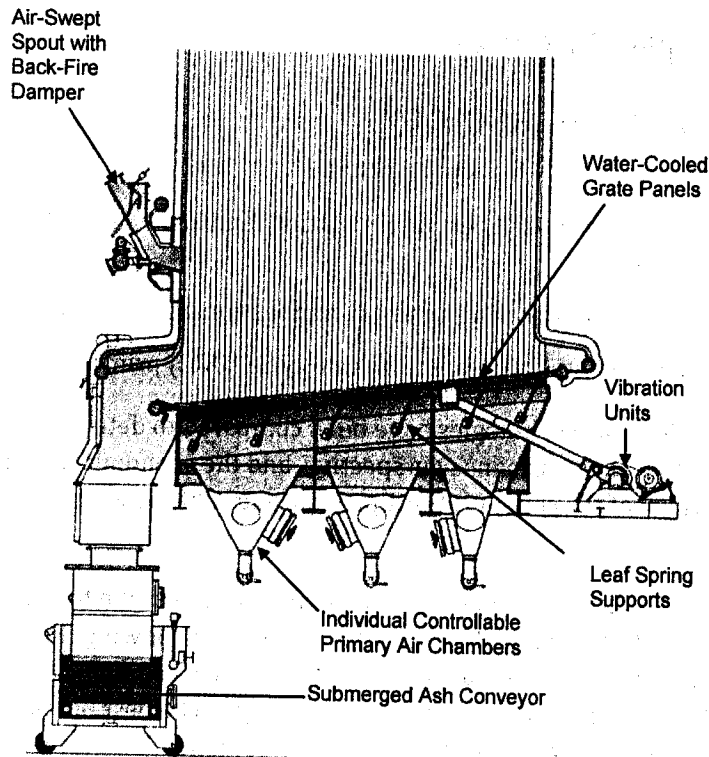


Figure 2-1 Vibrating, inclined Grate Stoker Boiler (Source: Steam, 41st ed., B&W)

2.2.1 Stoker Boiler Technologies

Stoker combustion is a proven technology that has been successfully used with biomass fuels (primarily wood) for many years. In the stoker boiler, fuel feeders (stokers) regulate the flow of fuel down chutes that penetrate the front wall of the boiler above a grate. Mechanical devices or jets of high-pressure air throw the fuel out into the furnace section and onto the grate. Because combustible gases are readily driven off, significant combustion of these gases occurs above the grate. Therefore, a significant portion of the total combustion air is introduced as overfire air (above the grate). The unburned char settles on the grate surface, and char burnout is completed by preheated primary air introduced from below the grate. The speed of the feeders is modulated to maintain output with changing fuel conditions or to respond to load changes.

The grate must be designed to support efficient combustion of the biomass char and allow removal of the ash. There are several types of grates used with stokers:

- **Vibrating Grates** – Water-cooled sloping grate that periodically vibrates to remove ash from the grate surface. This technology is most prevalent today because of its effectiveness, flexibility, and low maintenance.
- **Traveling Grates** – Well-proven air-cooled conveying grate design suitable for most biomass fuels
- **Pin-Hole Grates** – Stationary grate design for low ash fuels such as sugar cane bagasse

Dumping Grates – Relatively old technology for high ash fuels

One of the most commonly used grates in new applications is the vibrating grate, which is shown on Figure 2-1. Compared to traveling grates, vibrating grates require substantially less maintenance and have low excess air requirements that improve boiler efficiency and emissions. Vibration of the grate causes ash to move toward the discharge end of the grate, where it falls into the bottom ash collection and conveying system. The vibration of the grate is not continuous. The frequency, duration, and intensity of the grate vibrations are adjustable. This allows optimization of the ash layer depth on the grate. About 40 percent of the ash will leave the boiler as bottom ash, and 60 percent as fly ash.

2.2.2 Bubbling Fluidized Bed Technologies (BFB)

Combustion of biomass in fluidized bed boilers has been practiced for more than 30 years. In BFB boilers, fuel feeders discharge either to chutes that drop the fuel into the bed or to fuel conveyors that distribute the fuel to feed points around the boiler. The speed of the feeders is modulated to maintain output when fuel conditions or loads change. The fluidized bed consists of fuel, ash from the fuel, inert material (e.g., sand), and possibly a sorbent (e.g., limestone) to reduce sulfur emissions (mostly for coal fired facilities). In most biomass fired applications, the fuel typically has very little sulfur, thus limestone sorbent is not required, and only a sand bed is typically utilized. There are some cases where biomass fuels can have higher sulfur content. For example, the sulfur content of pulping process residues such as spent sulfite liquor is somewhat higher, which may necessitate sorbent injection to control emissions.

An illustration of a BFB is shown on Figure 2-2. The fluidized state of the bed is maintained by hot primary air flowing upward through the bed. The air is introduced through a grid to evenly distribute the air. The amount of air is just sufficient to cause the bed material to lift and separate. In this state, circulation patterns occur, causing fuel discharged on top of the bed to mix throughout the bed. Because of the turbulent mixing, heat transfer rates are very high and combustion efficiency is good. Consequently, combustion temperatures can be kept low compared to other conventional fossil fuel burning boilers. The bed may also be operated in a sub-stoichiometric mode (below the perfect amount of oxygen needed for complete combustion) with additional air added in the freeboard (over-fire or above the bed) to complete combustion. Low bed temperatures and air staging reduces NO_x formation. Low temperature is also an advantage with biomass fuels because they may have relatively low ash fusion temperatures. Low ash fusion temperatures can lead to excessive boiler slagging (large clinkers or chunks of glass hardened ash material from the sand in the fuel).

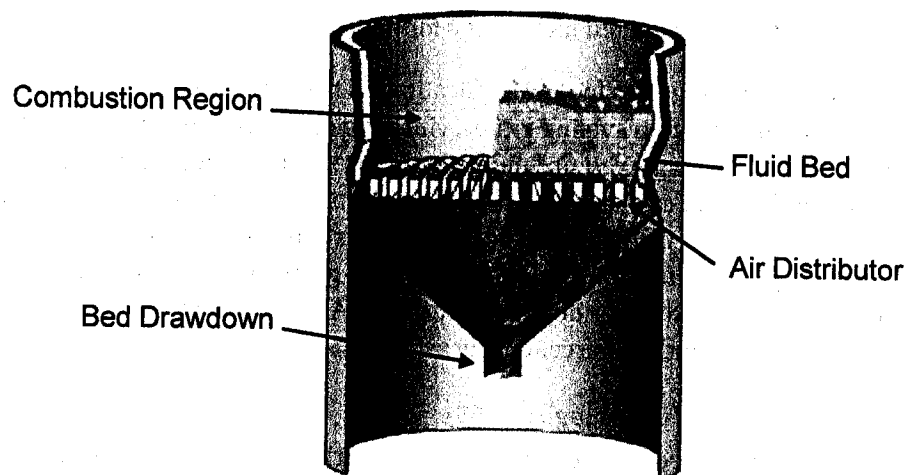


Figure 2-2 Typical Bubbling Fluidized Bed (Source: Outotec)

In a BFB boiler, the unit is generally designed to have flue gas velocities through the bed of less than 10 feet per second. This low velocity minimizes the amount of large solid material entrained in the flue gas stream. Management of tramp material (non-combustibles) and agglomerates in the bed is very important for reliable long-term operation. For example, in the Outotec BFB boiler, there is a bed recycle system that withdraws this unwanted material from the bottom of the fluidized bed. The removed bed material is screened to separate the tramp materials (dirt and other noncombustibles) from the inert bed material, and the reclaimed inert material is recycled back into the bed.

As with a stoker boiler, the combustion gases are rapidly driven from the wood fuel. This results in 55 to 60 percent of the combustion occurring in the bed and 40 to 45 percent occurring above the bed. Overfire air is required to ensure complete combustion of the fuel.

Because of the low combustion temperatures, NO_x emissions from a BFB boiler that burns biomass will generally be less than 0.20 lb/MBtu (million Btu's). In addition, the operating temperature of a BFB is usually within the temperature range that allows an SNCR system (selective non-catalytic reduction) for NO_x removal, to be effective. The BFB configuration can accommodate fuels with a wider range of heating value and moisture content than the stoker boiler, if this characteristic is needed. With proper design, BFBs should be able to process a diverse mix of fuels simultaneously (e.g., a mixture of wood waste, agricultural residues, and biosolids). A disadvantage of BFBs compared to stokers is the large auxiliary power requirement for the fluidizing air fan, notably higher capital cost, higher maintenance costs, and more precise fuel preparation requirements.

BFBs traditionally range from 20 to 75 megawatt (MW). BFBs are technically capable of burning a wide variety of biomass fuels as well as coal, provided that the fuel is sized appropriately. BFBs typically have a maximum fuel particle size in any direction of approximately four inches, while the stoker boiler has greater flexibility to handle longer pieces of biomass. This limitation may require more screening and sizing operations to ensure that no dimension of the fuel exceeds the recommended upper limit for BFBs.

One advantage of fluidized bed combustors (both bubbling and circulating) is that the fluid bed medium provides thermal inertia that compensates for variations in nonhomogeneous fuels, including variations in heating value and moisture content. This results in a consistent heat output and flue gas quality. The high heat transfer of the fluid bed medium also provides high carbon burnout.

The typical boiler efficiency for bubbling bed combustion units firing biomass is approximately 70 to 75 percent. NO_x control is required regardless of the fuel, and the prevailing technology for NO_x control is SNCR. Control of PM10 (particulate matter less than 10 microns) would typically be accomplished with a fabric filter.

2.2.3 Circulating Fluidized Bed Technologies (CFB)

As with BFB boilers, CFB units also offer a high degree of fuel flexibility and would be a suitable technology for burning biomass, particularly at larger scales (i.e., 100 MW and greater). As discussed earlier, gas velocities through the bed for BFB systems are typically less than 10 feet per second. In CFB systems, fluidizing air velocity is maintained at 13 to 20 feet per second to prevent a dense bed from forming and to encourage carry-over of solids from the bed. A solids separator (such as a cyclone) is used to recirculate the particles carried over from the furnace. Fuel is typically fed pneumatically into the combustor near the bottom of the unit and/or in the solids return leg.

CFBs share many of the same advantages as BFBs with regard to fuel flexibility, combustion efficiency, and emissions. The technology is better suited for larger sizes than stoker and BFB combustion because injection of fuel and limestone into the circulating media is much easier than evenly spreading the feed across a large grate or bubbling bed. While early CFB units were in the size range appropriate for most biomass plants (i.e., 10 to 50 MW), present use of CFB technology is focused primarily on large fossil fueled units of 200 to 300 MW. Although manufacturers might quote small CFBs, these units generally cost more than other combustion technologies, making them difficult to justify for smaller biomass plants. In general, CFBs are not economically competitive at scales less than 75 to 100 MW.

Large CFBs are ideally suited to burning a broad mix of fossil and biomass fuels. Some CFBs have been designed to burn up to 100 percent biomass or 100 percent coal in the same unit. An example of a successful multi-fuel unit is the 240 MW CFB owned by Alholmens Kraft Ab in Finland. This plant burns a mix of wood, peat, and lignite. This unit, shown on Figure 2-3, was supplied by Kvaerner Pulping and was commissioned in 2001. At the time, this was the largest biomass fired power plant in the world. At this scale, the technology is able to maximize economies and efficiencies of scale, similar to conventional coal plants.

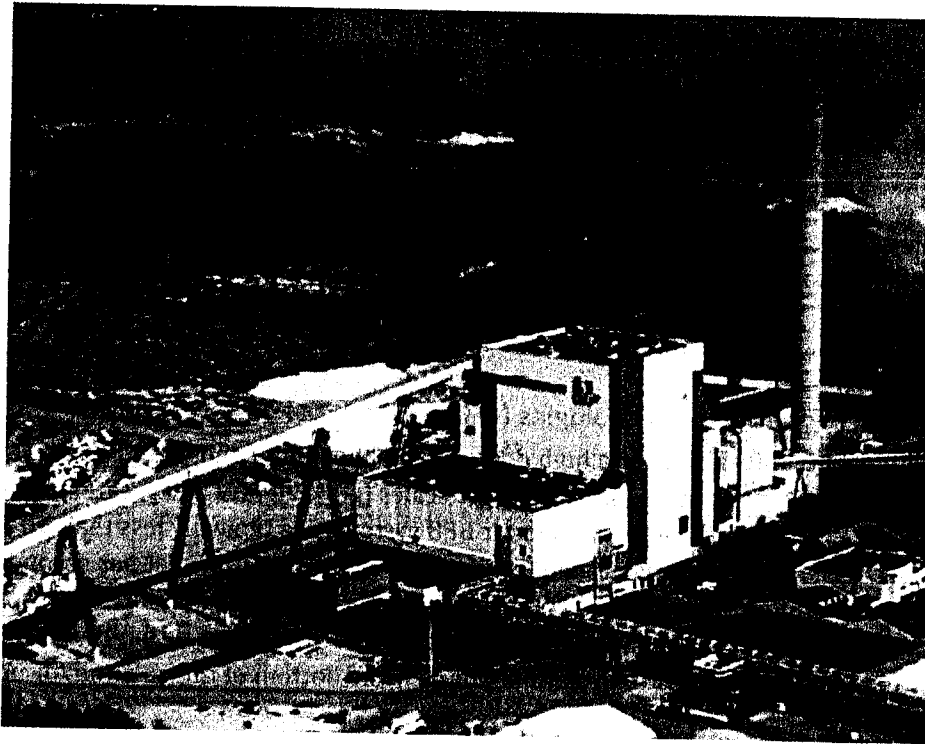


Figure 2-3 Alholmens Kraft Multi-Fuel CFB (Source: Kvaerner)

2.2.4 Comparison of Stoker and BFB Gasification Systems

This subsection provides a detailed comparison of stoker and BFB combustion systems. Either of these systems would be appropriate for the biomass fired cogeneration systems under consideration.

For the majority of the reference plant parameters, the difference between a facility employing stoker boilers and a facility employing a BFB boiler will be slight. The choice of a boiler will not significantly affect the footprint of the boiler island or the design of the steam cycle. Differences in boiler efficiency will affect the biomass consumption rates to a small degree, but these differences are unlikely to affect the design of the fuel yard and fuel handling systems. The most significant differences in the balance of plant (BOP) equipment are likely to be in the selection and design of air quality control (AQC) systems. These differences are due to the disparity in uncontrolled emissions from stoker and BFB systems.

The choice of combustion technology generally has a minor effect on overall plant heat rate. The turbulent action of the bed results in higher combustion efficiencies for fluidized beds than those for stoker boilers. However, this increased combustion efficiency is offset to some degree by the high auxiliary power consumption of the fluidizing air fans. Net plant heat rates for biomass power facilities are much more dependent on steam cycle design. Typically, biomass facilities with nominal capacities of below 5 MW have net plant heat rates in the range of approximately 17,000 British thermal units per kilowatt-hour (Btu/kWh net) to 22,000 Btu/kWh net or even higher.

High-level comparisons of stoker and BFB boilers have been presented by B&W and Metso Power. But these vendors typically offer much larger equipment. Both of these companies offer both types of boilers as part of their standard product lines. It is plausible that the stoker boiler

designs of boiler vendors such as Indeck Keystone, FSE Energy and McBurney may offer features and advantages not present in the designs evaluated by B&W and Metso Power.

Key findings of these comparisons are summarized in Table 2-1 include the following:

- **Fuel Selection** – Both BFB and stoker boilers are appropriate for the combustion of wood, bark, and agricultural residues. In previous discussions, B&W has stated that BFB systems are preferred for fuels with high moisture contents, while stoker systems are preferred for fuels with high concentrations of alkali (e.g., poultry litter and crop residues such as rice straw). For the combustion of a relatively homogeneous mixture of woody biomass, B&W has generally recommended BFB technologies.
- **Combustion Temperature** – Stokers operate at significantly higher furnace temperatures than BFBs. Temperatures in the furnace range from 2,200 to 3,000 F for stokers, while the bed temperature of a BFB is typically 1,500° F. Higher combustion temperatures generate greater NO_x emissions.
- **Excess Oxygen** – Stokers typically operate with slightly more excess air than BFB systems. Metso Power states that the flue gases from a stoker boiler contain 1 percent more oxygen than the flue gases from a BFB system.
- **Uncontrolled Emissions** – The increased excess air of a stoker boiler, coupled with higher furnace temperatures, lead to significantly greater NO_x emissions from a stoker boiler. B&W states that emissions of NO_x, CO, and volatile organic compounds (VOC) are 10 to 25 percent greater for a stoker boiler than those of an equivalently sized BFB operating with the same fuel. An SNCR (urea injection) system to control NO_x is typically required in Cal. for both stoker and BFB boilers to allow either style of boiler to comply with the emission limits.
- **AQC Systems** – At present, both stoker and BFB boiler systems would likely employ SNCR systems for NO_x control. Stoker systems typically employ electrostatic precipitators (ESPs) for particulate control, while BFB systems typically employ fabric filters for this purpose. Knowledge of the specific fuel mixture and discussions with regulatory agencies are required to determine whether the unlikely need for sulfur and acid control technologies would be required.
- **Carbon Conversion** – The carbon conversion rate for BFB boilers is greater than 99 percent, while the carbon conversion rate for stoker boilers is approximately 94 to 96 percent. Stoker systems can employ carbon reinjection systems to increase the carbon conversion rate to 97 to 98 percent. However, this requires increased maintenance and increases the auxiliary power requirements of the system because of an additional blower load.

Table 2-1 Comparison of Stoker, BFB Technologies, and AQC Systems

	STOKER TECHNOLOGIES	BFB TECHNOLOGIES
Combustion System Characteristics		
Combustion Temperature, °F	2,200 – 3,000	1,500
Fuel Moisture Content Range, %	15 – 60	40 – 65
Carbon Conversion Efficiency, %	94 – 96(a)	> 99
Excess Air	Higher	Lower
Operational Stability	Less stable(b)	More stable(b)
Response to Load Variations	More responsive(b)	Less responsive(b)
Furnace Dimensions	Constrained(c)	Optimized(c)
Sand Reclaim/Makeup System	None	Required
Auxiliary (Startup) Fuel	None	Fuel oil or natural gas
Air Quality Control Systems		
Nitrogen Oxides (NOx)	SNCR	SNCR
Sulfur Dioxide (SO ₂)	Fuel dependent	Fuel dependent
Particulate Matter (PM)	ESP	Fabric filter

Sources:

1. DeFusco, McKenzie, and Fick (B&W). "Bubbling Fluidized Bed or Stoker – Which is the Right Choice for Your Renewable Energy Project?"

2. "BFB vs. Stoker," Metso Power presentation.

- a) Stoker systems may employ carbon reinjection systems to increase the carbon conversion to 97 to 98 percent. However, these systems require fairly high levels of maintenance and require an auxiliary power load (attributable to an additional blower system).
- b) Stokers operate with a relatively small thermal mass (i.e., fuel and ash) on the grate, while the thermal mass (i.e., sand and fuel) of a BFB is considerably larger. The relatively large thermal mass of the fluidized bed provides much more steady operation than that observed in stokers. Fluctuations in the fuel properties (e.g., moisture content, heating value) can result in temporary process upsets and increases in emissions. For these same reasons, however, stokers can more quickly respond to changing load demands, while BFBs respond more slowly.
- c) Furnace dimensions for stokers are constrained by the ability of the fuel delivery systems to distribute the fuel evenly across the grate. Based on current design of air-swept spouts, B&W states that the practical limit of furnace width is 26 feet. Once this limit is reached, increases in size become less favorable from an economic perspective. BFB furnace dimensions are not constrained in this fashion; therefore, BFB designs remain optimized and offer economic advantages at larger sizes.

While it is technically possible to select a BFB for this small scale facility, it is clearly on the fringe of the vendors' offerings. BFB's at larger scale offer slightly better combustion efficiencies than stoker boilers, but also have the added burden of higher parasitic load as a

result of the blowers needed, thereby nearly offsetting the greater combustion efficiency. The efficiency always suffers at small scale of any technology but a notable efficiency difference between BFB and stoker technologies would not be expected. At this small scale the stoker boiler would likely have a better efficiency than a BFB.

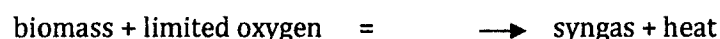
2.3 BIOMASS SYNGAS GENERATORS

Biomass gasification is a thermal process to convert solid biomass into a gaseous fuel (syngas). This is accomplished by heating the biomass to high temperatures in an oxygen-deficient ("fuel-rich") environment. Gasification is a promising process for biomass conversion. By converting solid fuels to a combustible gas, gasification offers the potential of using more advanced, efficient, and environmentally benign energy conversion processes to produce power.

The historical progress of gasification has been sporadic. Near the beginning of the twentieth century, more than 12,000 large gasifiers were installed in North America in a period of just 30 years. These large systems provided gas to light city streets and heat various processes. Moreover, by the end of World War II, more than 1 million small gasifiers had been used worldwide to produce fuel gas for automobiles. However, at the end of the war, the need for this emergency fuel had disappeared. Automobiles were reconverted to gasoline, and the arrival of large interstate natural gas pipelines put many municipal "gasworks" out of business. With the loss of equipment went the majority of the gasification artists – those who operated their generators with practical experience and intuition. In some cases, scientists and developers still struggle to reproduce with state-of-the-art technology what was routine operation half a century ago.

2.3.1 Syngas Fundamentals

Gasification is typically thought of as incomplete combustion of a fuel to produce a syngas with a low to medium heating value. Heat from partial combustion of the fuel is also generated, although this is not considered the primary usable product. Gasification lies between the extremes of combustion and pyrolysis (no oxygen) and occurs as the amount of oxygen supplied to the burning biomass is decreased. Biomass gasification can be described by the simple equation:



Gasification occurs as the amount of oxygen, expressed in the equivalence ratio, is decreased. The equivalence ratio is defined as the ratio of the actual air-fuel ratio to the stoichiometric (ideal) air-fuel ratio. Thus, at an equivalence ratio of one, complete combustion theoretically occurs. At an equivalence ratio of zero, no oxygen is present and fuel pyrolysis occurs. Gasification occurs between the two extremes and is a combination of combustion and pyrolysis.

A formal definition of gasification might be the process that stores the maximum chemical energy in the gaseous portion of the products. Depending on the fuel and the reactor, the equivalence ratio for this condition can range between 0.25 and 0.35. An equivalence ratio of 0.25 represents the oxidation of one-fourth of the fuel. In most gasifiers, the heat released by burning this portion of the fuel causes pyrolysis to occur on the remainder and produces a low

heating value syngas. Below an equivalence ratio of 0.25, char (mostly solid carbon) begins to be produced in substantial quantities, and the gas production begins to taper off. Sales of biochar are still an emerging market and not yet well established. Black & Veatch has a concern that the market may not be as robust as sometime anticipated or presented. For these reasons, we have not given biochar any economic value for this evaluation.

2.3.2 Syngas Quality

The primary product of gasification is a low heating value gas, known as syngas. For air-blown gasification, the heating value of the syngas is typically 100 to 150 British thermal units per standard cubic foot (Btu/scf), whereas the heating value of natural gas is approximately 1,000 Btu/scf. The heating value of the syngas is significantly reduced by the dilution from nitrogen in the process air. For oxygen-blown or steam-blown gasification, the syngas is not diluted by the presence of nitrogen, and the heating value of the syngas is typically 300 to 400 Btu/scf. Black & Veatch used 140 Btu/scf when requesting budgetary proposals from the vendors.

Combustible components of the gas include carbon monoxide (CO), hydrogen, methane, and small amounts of higher hydrocarbons such as ethane and propane. The syngas may also contain varying amounts of carbon dioxide (CO₂) and water vapor. The exact composition of the syngas depends on the operating temperature and pressure as well as the composition of the biomass feedstock. In general, higher pressures tend to produce more methane and water vapor and improve the carbon conversion efficiency of the gasifier. Higher temperatures tend to produce more CO and hydrogen.

The raw syngas exiting the gasifier also contains varying amounts of pollutants and contaminants, including the following:

- Sulfur and nitrogen compounds - hydrogen sulfide (H₂S), carbonyl sulfide (COS), ammonia, and hydrogen cyanide (HCN).
- Vapor-phase alkali.
- Condensable hydrocarbons (tars).
- Particulate matter such as entrained ash.

The syngas must be cleaned of these components before being combusted to produce power or before further chemical processing. The removal of pollutants and contaminants is commonly referred to as gas cleanup.

2.3.3 Syngas Technology Options

A wide variety of gasification technologies exists, including updraft, downdraft, fixed gate, entrained flow, fluidized bed, and molten metal baths. Unlike combustion technologies discussed previously, it is difficult to generally group and categorize gasification technologies because of the wide variety of process variables that differentiate designs. These include the following:

- **Reactor Type** – Many of the same technologies that have been developed for combustion can be adapted for gasification. Some of these technologies can alternately operate between combustion and gasification modes simply by varying the balance and

distribution of air and fuel in the reactor. Named for the direction of gas flow in the reactor, small updraft and downdraft gasifiers are more traditional designs and have been widely studied and used. Other types of gasifiers include entrained flow (common for coal gasification) and molten metal baths.

- ❏ **Oxygen, Steam, or Air-Blown** – Air-blown gasification produces a syngas with a low heating value, typically 100 to 150 Btu/ ft³. The heating value of the gas may be increased by using oxygen or steam to gasify the fuel, either of which removes most of the inert nitrogen from the syngas and raises the gas heating value to near 4 00 Btu/ ft³. For a biomass power plant at the scale of 3 MW, an oxygen-blown system is not a viable option (the oxygen separation system would cost too much). A steam-blown gasifier is likely to cost roughly 50% more than an air-fired gasifier at the 3 MW scale.
- ❏ **Heating Method** – Air-blown gasification partially combusts biomass to provide the heat necessary to drive the gasification reactions. Instead of directly burning part of the fuel, indirect heating can be used to increase the gas heating value. Approaches for providing the heat include gasification in a molten metal bath, combustion of a portion of the syngas in immersed fire tubes, and dual CFBs that circulate solids to transfer heat.
- ❏ **Pressure** – Gasification systems can either be near atmospheric pressure or pressurized. Pressurized systems are preferred for applications that require syngas to be compressed (such as Fischer-Tropsch synthesis or gas turbines). However, pressurization complicates material feed and other aspects of the design.

2.3.4 Syngas Conversion Options

The primary advantage of gasification over combustion is the versatility of the gasification product. Gasification expands the use of solid fuels to include practically all of the uses of natural gas and petroleum. Beyond the higher efficiency power generation available through advanced processes, the gaseous product (specifically CO and hydrogen - H₂) can be used for chemical synthesis of methanol, ammonia, ethanol, and other chemicals. Gasification is also better suited than combustion for providing precise process heat control (e.g., for drying or glass making).

The various syngas conversion options include the following:

- ❏ **Close-Coupled Boilers** – Syngas from gasifiers has traditionally been fired in close-coupled boilers for power generation via a standard steam power cycle. Syngas is combusted in a traditional oil or natural gas boiler to generate steam, which then drives a turbine to produce power. While this is the most conventional method of generating power, it is also one of the least efficient (comparable to direct combustion processes at 20 to 25 percent). A potential advantage of this approach is the removal of ash material prior to the combustion stage. The syngas can also be co-fired in existing fossil fuel boilers with little modification of the boiler required.
- ❏ **Internal Combustion Engines and Combustion Turbines** – Gasifier syngas can also be fired in a reciprocating internal combustion (IC) engine or a combustion turbine. Use of syngas in IC engines has been demonstrated, particularly for smaller system sizes. Derivatives of jet engine technology, combustion turbines are more suited for larger

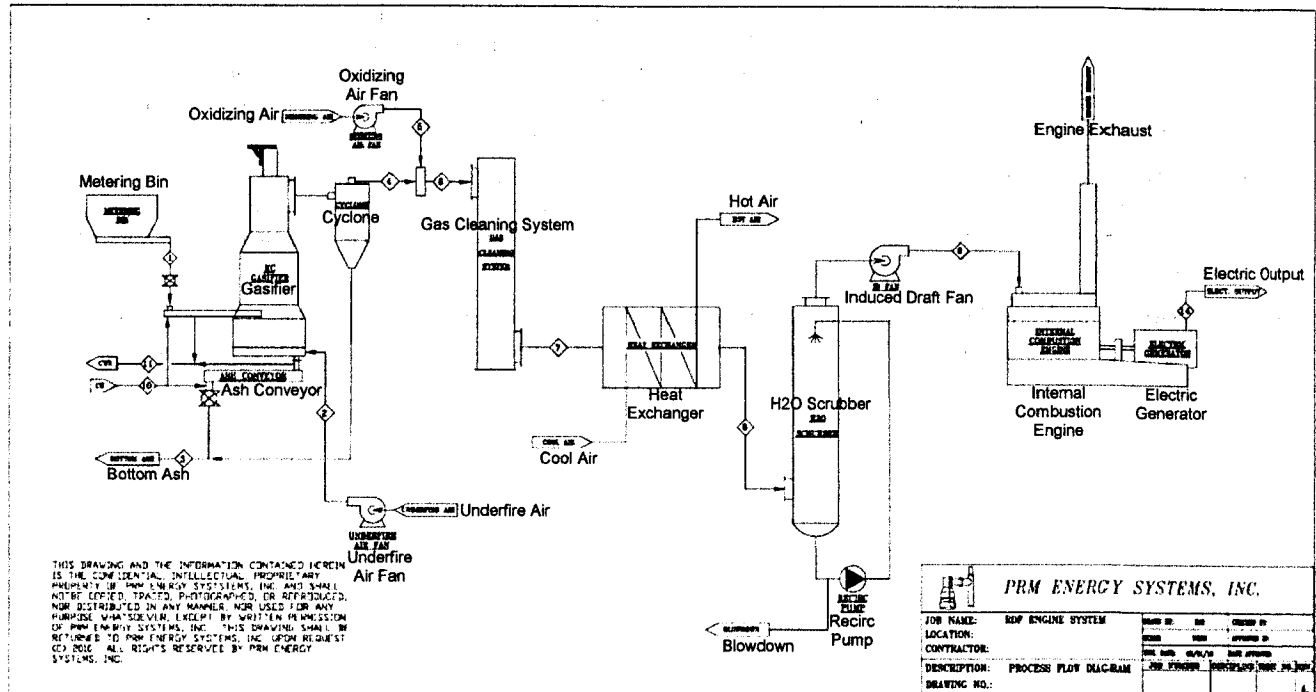
sizes and are the centerpiece of biomass integrated gasification combined cycle (BIGCC) power plants.

2.3.5 Syngas Cycle Diagram

Figure 2-4 below provides a typical cycle diagram for a syngas generator supplying fuel to an internal combustion engine. This figure communicates the significant equipment necessary to clean, cool and scrub the syngas prior to being admitted into the reciprocating engine or combustion turbine.

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Figure 2-4 Syngas to Reciprocating Engine Cycle Diagram



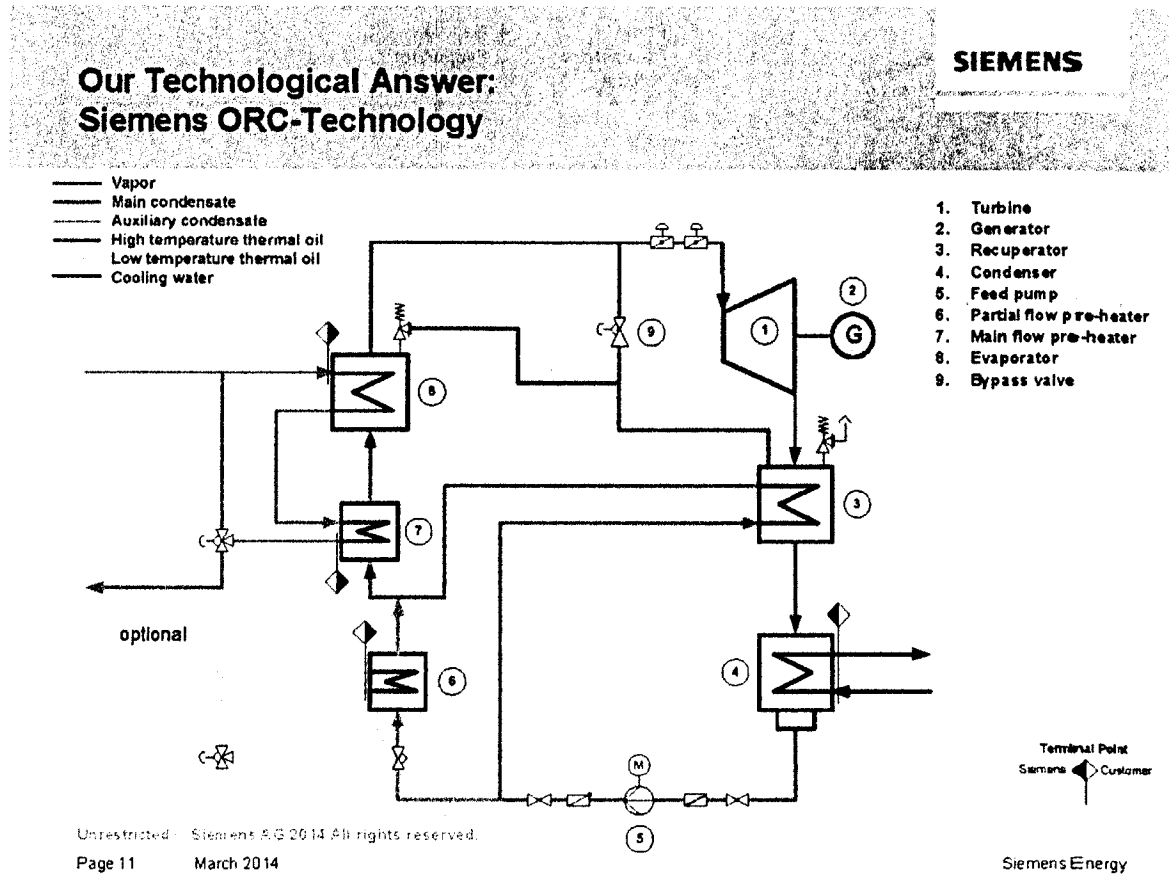
2.4 COMBUSTION GAS GENERATORS AND ORGANIC RANKINE CYCLE

The Organic Rankine Cycle (ORC) is a thermodynamic process where heat is transferred to a fluid at a constant pressure. The fluid is vaporized and then expanded in a vapor turbine that drives a generator, producing electricity similar to how water is turned to steam and used in the same way for a traditional steam cycle. The ORC is named for its use of an organic, high molecular mass fluid with a liquid-vapor phase change, or boiling point, occurring at a lower temperature than the water-steam phase change. The fluid allows Rankine cycle heat recovery from lower temperature sources such as biomass combustion, industrial waste heat, geothermal heat, solar ponds etc. The low-temperature heat is converted into useful work that can itself be converted into electricity.

The heat supplied to drive an ORC system is transferred from the biomass combustor through a closed, oil loop system with a heat exchanger in the exhaust gas stream to extract the heat. Another heat exchanger is provided as an integral part of the ORC system and used to release the heat into the ORC's pre-heater and evaporator, shown as items 7 and 8 in the cycle diagram below in Figure 2-5. This figure shows the oil loop as the bright pink circuit.

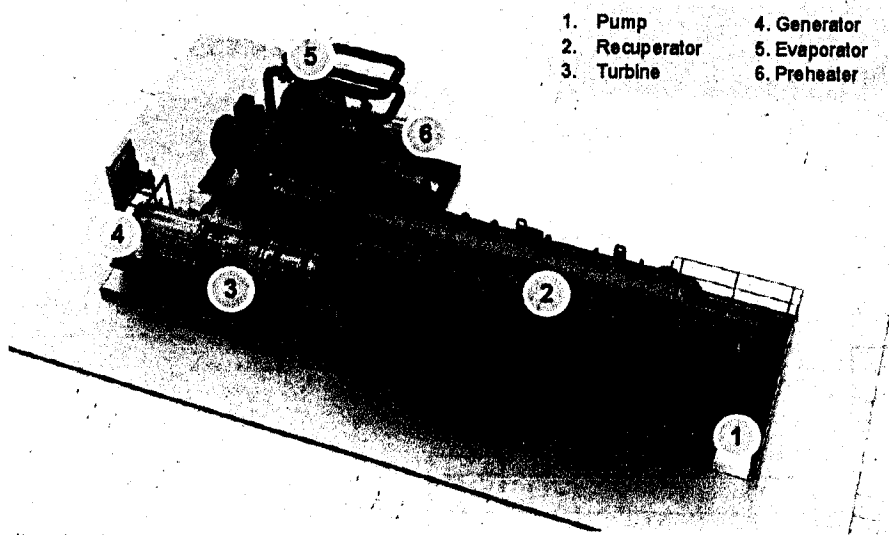
Figure 2-6 depicts a typical ORC skid's mounted components and Figure 2-7 provides a more complete representation of all equipment necessary for this cycle including the heat sources, the combustor, the closed loop oil system to transfer the heat to the ORC and the need for a cooling cycle.

Figure 2-5 ORC Cycle Diagram



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Figure 2-6 Typical Easily Modularized ORC Equipment

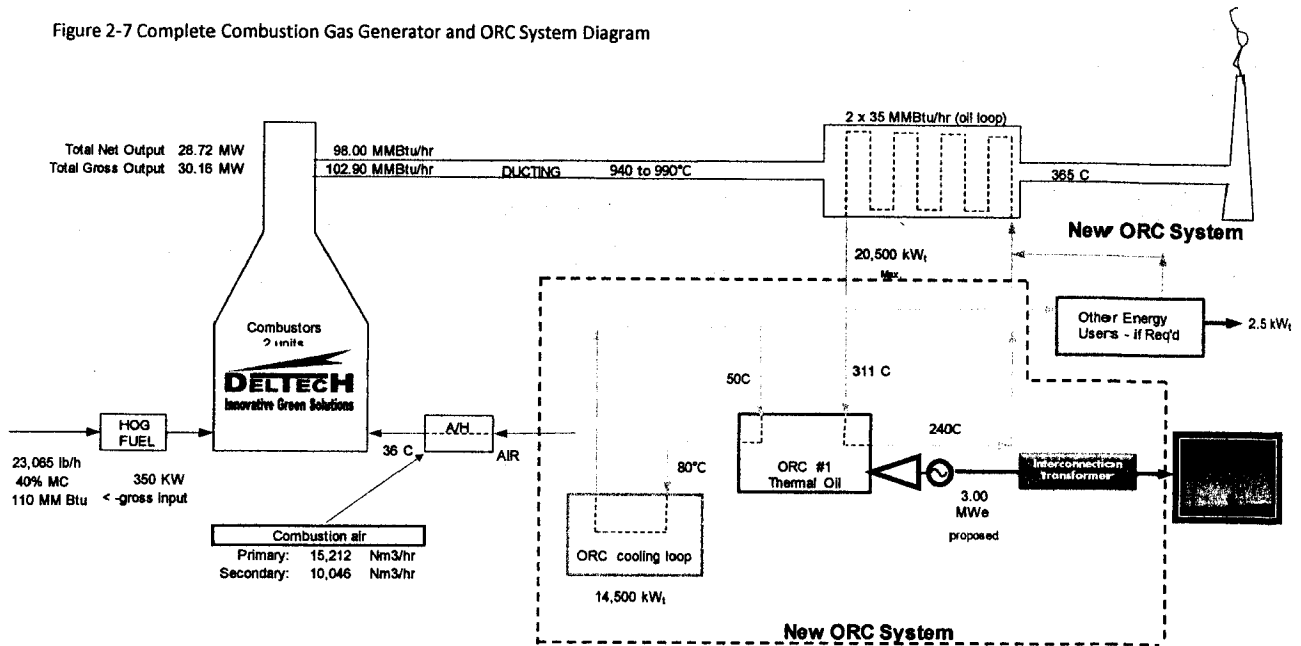


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Figure 2-7 Complete Combustion Gas Generator and ORC System Diagram



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3.0 Listing of Permits Potentially Required (Portion of Task 2)

The presence of a permit on this list does NOT necessarily mean it is required but rather that it must be evaluated for its applicability. This evaluation will be performed in the next phase of the project development work.

Table 3-1 Permits Potentially Required

AGENCY	PERMIT	REGULATORY CITATION	REGULATORY ACTIVITY	REQUIRED PROJECT PHASE	EXPECTED AGENCY REVIEW TIME	COMMENTS/ISSUES
FEDERAL						
COE	Section 10 Permit	33 CFR 330	Required for work in navigable waters of the US.	Construction	3 - 4 months, NWP 6 - 18 months, IP	May be triggered by project and associated project facilities, such as utility lines or roadways crossing navigable waters.
COE	Section 404 Permit	33 CFR 330	Discharge of dredge or fill material into US waters, including jurisdictional wetlands.	Construction	3 - 4 months, NWP 6 - 18 months, IP	Required if wetlands will be filled on site or along utility right-of-way.
EPA	SPCC Plan	40 CFR Part 112	Onsite oil storage with combined capacity of >1,320 gallons and the potential to discharge to a navigable water.	Construction / Operation	N/A	Required for oil storage. Consider all oil products - fuel oil, transformer oil, equipment lube oils, waste oils, etc., for entire site, during both construction and operational phases. Prepare and implement plan prior to bringing oil on site.
FAA	Notice of Proposed Construction or Alteration	14 CFR 77	Construction of an object which has the potential to affect navigable airspace (height in excess of 200' or within 20,000' of an airport).	Construction	3 - 4 months	FAA may require lighting or marking of stack or temporary construction cranes.

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AGENCY	PERMIT	REGULATORY CITATION	REGULATORY ACTIVITY	REQUIRED PROJECT PHASE	EXPECTED AGENCY REVIEW TIME	COMMENTS/ISSUES
USFWS	Endangered Species Act Compliance - Section 7 Consultation	50 CFR 17	Confirmation of no impacts to threatened and endangered species.	Construction	2 - 3 months	Consultation may be required if species and/or habitat on site or within off-site utility interconnection right-of-way may be impacted. Required for compliance with NEPA, CIEQA, and NPDES Permits.
USFS (or other applicable federal land agency)	Right of Way Easement / Lease		Approval to use federal lands.	Construction / Operation	9 - 12 months	Right of way approval will be required before a Special Use Permit can be authorized. ROW/Easement subject to NEPA.
USFS (or other applicable federal land agency)	Construction / Use Permit		Approval to construct within an easement / lease	Construction/ Operation	6 - 9 months	
LEAD AGENCY	NEPA		Major federal action affecting the environment.	Construction	10 - 12 months for EA 12 - 48 months for EIS	Federal actions include issuance of a federal permit, activities on federal lands, and federal funding.
CEQA Review	Determinations may include the following: Notice of Exemption; Negative Declaration; DEIR/FEIR		Land use and development in the state of California.	Construction	6 - 18 months	Significant impacts require EIR preparation and review process. (Note: if CEC review is triggered, then the facility will not undergo separate CEQA review.)

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AGENCY	PERMIT	REGULATORY CITATION	REGULATORY ACTIVITY	REQUIRED PROJECT PHASE	EXPECTED AGENCY REVIEW TIME	COMMENTS/ISSUES
CALIFORNIA						
FRAQCMD	PSD / Authority to Construct Permit - major/minor sources of air emissions.	New Source Review Construction Permit	Installation, modification, and/or construction of emissions sources.	Construction	12 - 18 months	Yuba County is in attainment with all Federal-level National Ambient Air Quality Standards (NAAQS), but is nonattainment with regard to state-level California Ambient Air Quality Standards (CAAQS) for ozone (both 1 and 8-hour) and PM10. Depending on project location, may require 12 months of pre-construction monitoring.
FRAQCMD	Permit to Operate		Operation of emissions source.	Operation	6 - 9 months	
CVRWQCB	Section 401 Water Quality Certification		Required for federal activities affecting state waters.	Construction	4 - 6 months	Required if COE Section 404 Permit is required.
CVRWQCB	NPDES General Permit for Storm Water (Construct'n) / SWP3		Discharge of storm water runoff from construction sites disturbing 1 or more acres.	Construction	2 months	Project may qualify for coverage under state General Permit.
CVRWQCB	NPDES Permit for Wastewater / Stormwater Discharge / SWP3		Discharge of process wastewater to surface water of the US.	Operation	6 months	
CVRWQCB	Groundwater Protection Permit		Discharge of process wastewater to lagoon.	Operation	6 - 9 months	

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AGENCY	PERMIT	REGULATORY CITATION	REGULATORY ACTIVITY	REQUIRED PROJECT PHASE	EXPECTED AGENCY REVIEW TIME	COMMENTS/ISSUES
CVRWQCB	Water Rights		Conservation and of water resources of the State while protecting vested rights, water quality and the environment.	Operation	9 - 12 months	May be required for consumptive water uses related to thermal component of project.
CDRRR	Solid Waste Permit		Biomass Ash Disposal	Operation	6 - 12 months	Ash will likely be returned to the forest once it is tested
CDFG	Biological Opinion and Consultation		Confirmation of no impacts to threatened and endangered species.	Construction	3 - 4 months	Required for compliance with CEQA. May require surveys.
CHPO	Section 106 Historical and Cultural Resources Review		Inventory of site for presence of historically and culturally significant features.	Construction	3 - 4 months	Required for compliance with CEQA. May require surveys.
CalTrans	Transportation Permit		Use of federal/state highways for oversize / overweight loads.	Construction	1 - 2 weeks	
CalTrans	Right-of-Way Encroachment Permits		Construction in or along state controlled roadways.	Construction	4 - 6 months	
CalTrans	Access Permit		Driveway access to site from federal or state highways.	Construction	4 - 6 months	
CAL/OSHA	Various non-environmental permits		Employee and construction worker safety, operating safety			
TYPICAL LOCAL						
Planning Department	Site Plan Approval		Site development.	Construction	6 - 12 months	

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AGENCY	PERMIT	REGULATORY CITATION	REGULATORY ACTIVITY	REQUIRED PROJECT PHASE	EXPECTED AGENCY REVIEW TIME	COMMENTS/ISSUES
Zoning Department	Land Use Review, Special Use Permit, Variances		Establishment of solar facility as a permitted use.	Construction	9 - 12 months	
Building Department	Building Permits		Construction of facility.	Construction	1 month	Review of construction drawings and inspections.
Building Department	Certificate of Occupancy		Facility operation.	Operation	1 month	
Transportation Department	Oversize Load Permit		Use of County roads for oversize loads.	Construction	1 month	
Transportation Department	Driveway Construction Permit		Access from county roads / maintenance roads.	Construction	2 - 3 months	
Utilities Department	Sewer / Water Hookup		Connection to sewer / water mains.		2 - 3 months	
Health Department	Septic System / Water Well Installation		Construction of septic system or water well.		2-3 months	
Fire Marshal	Fire Safety Approval		Installation of fire protection system, inspection during construction.	Construction	2 months	

ABBREVIATIONS:

CAL/OSHA - California Occupational Safety and Health Administration

CalTrans -- California Department of Transportation

CDFG -- California Department of Fish and Game

CDRRR - California Department of Resource, Recycling, and Recovery

CEC -- California Energy Commission

CEQA -- California Environmental Quality Act

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CHPO -- California Historic Preservation Office
COE-- US Army Corps of Engineers
CVRWQCB - Central Valley Regional Water Quality Control Board
DEIR / FEIR -- Draft Environmental Impact Report / Final Environmental Impact Report
EPA -- Environmental Protection Agency
FAA -- Federal Aviation Administration
FRAQMD - Feather River Air Quality Management District
IP - Individual Permit
NEPA -- National Environmental Policy Act
NPDES -- National Pollutant Discharge Elimination System
NWP -- Nationwide Permit
PSD -- Prevention of Significant Deterioration
ROW - Right of Way
SPCC -- Spill Prevention, Control, and Countermeasures
SWP3 -- Storm Water Pollution Prevention Plan
USFS -- US Forest Service
USFWS -- US Fish and Wildlife Service

4.0 Vendors Considered (Task 3 modified)

This section identifies the vendors contacted for combustion, syngas and hot combustion gas technology (thermal oil loop). A summary of the technology type, system capacities, and commercial status is also provided.

All vendors contacted were made aware of the elevation, annual average temperatures, and the extreme temperatures. These factors were considered by the vendors as they prepared their budgetary proposals and performance. The reciprocating engine vendors confirmed that they have slightly de-rated their equipment because of the elevation.

4.1 BOILER VENDERS CONTACTED FOR DIRECT COMBUSTION TECHNOLOGIES

Direct combustion technologies are offered by a large number of vendors, but only a few of these vendors offer units in the size range under 5 megawatts. A summary of the technologies offered, the maximum potential for electrical generation, and the commercial status of these vendors is presented in Table 4-1. All of the vendors listed have extensive experience supplying commercial combustion systems and each of the vendors has designed and installed more than 50 units.

Table 4-1 Direct Biomass Combustion Boiler Vendors

VENDOR	TECHNOLOGIES OFFERED	POTENTIAL ELECTRICAL GENERATION (MW)	COMMERCIAL STATUS	BUDGETARY PROPOSAL ^{2 3}
Chiptec http://www.chiptec.com/	Stoker Gasifier	Modules of 3 MW Each	Commercial	\$8,407,000
FSE Energy http://fseenergy.com/	Stoker	100+	Commercial	Too Small- Declined
Hurst (offered by Brad Thompson Co.) http://www.hurstboiler.com/	Stoker	30	Commercial	\$7,517,000
McBurney http://mcburney.com/	Stoker	45	Commercial	Did not provide a proposal
Outotec http://www.outotec.com/en/products--services/Energy/Fluidized-bed-energy-systems/Biomass/	Bubbling Fluidized Bed	40	Commercial	Confidential & not the lowest cost so not used in analysis
Wellons http://wellons.com	Stoker and Thermal Oil for ORC	~ 20 MW	Commercial	Proposal for ORC application

All of the vendors listed above have been in business many years and have established themselves as reputable, reliable suppliers. There are only a few boiler manufacturers that offer biomass units in the size range needed for this project. It should be noted that biomass power facilities are often limited in size because of fuel supply constraints and rarely exceed 100 MW of generation capacity.

These vendor candidates are all suppliers that participate in the niche market of under 20 MW where many other vendors are not competitive. Several of these vendors also offer significantly larger equipment. They offer these smaller units in many cases, because they began their business offering more modest sizes and learned how to provide such units cost effectively. Many of the larger manufacturers with more familiar names are not competitive in the smaller boiler ranges.

² Because these are non-binding budgetary proposals, the scope of work for all vendors were not identical. For purposes of comparison, some cost elements from vendor A (i.e. shipping or installation) that were not provided by vendor B, were utilized to build up vendor B's total cost estimate.

³ All pricing was corrected as necessary to reflect the use of an ESP and SNCR.

- **Chiptec Wood Energy Systems** offers systems up to 3 MW but will provide multiple systems to achieve the required output greater than 3 MW. As a result, they have many units in service in this size range and as a result have fully developed their engineering and manufacturing. For this project, Chiptec could be an attractive application because of the size of Chiptec's standard offering. Their technology utilizes a traditional gasifier directly coupled to a packaged combustion boiler. Chiptec is the only vendor contacted that offers boilers exclusively fired by solid fuels (primarily woody biomass).

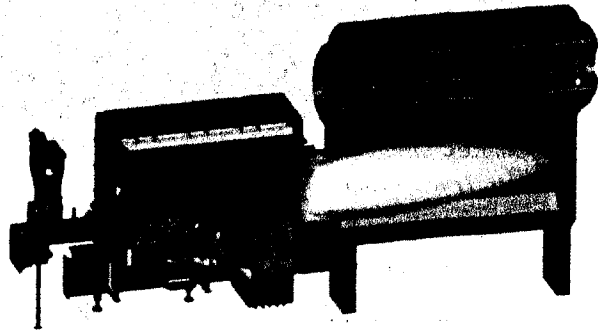


Figure 4-1 Chiptec's Gasifier Close Coupled to Package Boiler

- **FSE Energy** originally began their business by supplying boilers primarily to the forest products industry (sawmills) but in the last ten years have expanded their business dramatically offering much larger units and now beginning to offer gasifiers. They offer units regularly to 100 MW. They declined to provide a proposal stating that the project was too small for them to offer a competitive product.
- **Hurst Boiler and Welding Co.** offers units smaller than Outotec, McBurney and FSE Energy, but larger than Chiptec. Hurst's offers boilers in a smaller range of sizes, but not offering so many models allows them to lower their costs. In this case, Hurst chose to offer their boiler through Brad Thompson Co. rather than directly to the project as a standalone boiler.
- **McBurney** has been providing boilers for over 100 years and like Hurst, limits the size of boilers offered to reduce the number of options to help keep their costs competitive. A proposal was not received from McBurney in time to be included in the report.

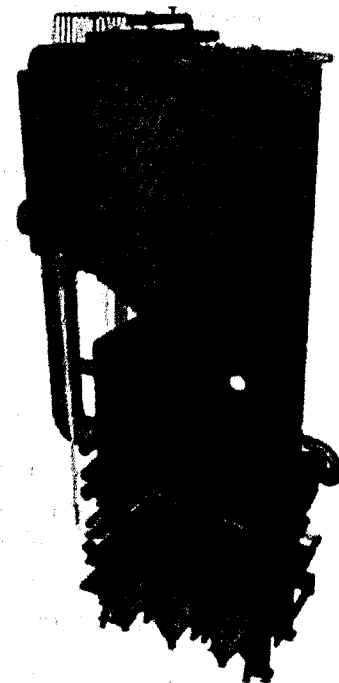


Figure 4-2 FSE Energy Traditional Stoker Boiler

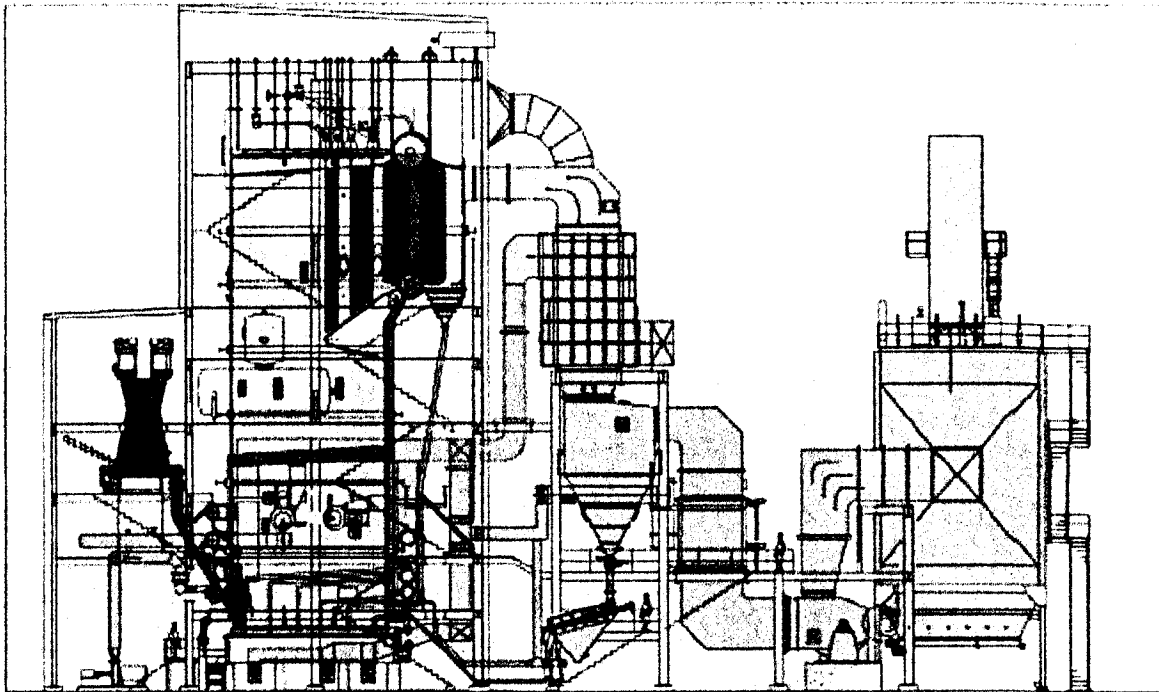
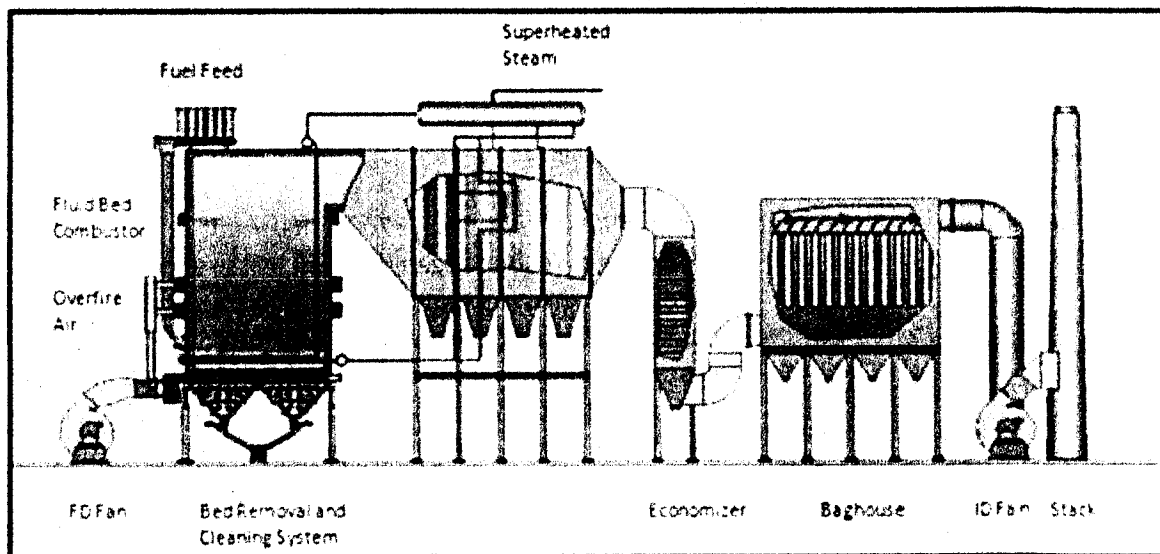


Figure 4-3 Typical Side Elevation of a McBurney Boiler



typical layout

Figure 4-4 Outotec Gasifier

Outotec purchased Energy Products of Idaho (EPI) in 2011. While Outotec offers many products other than energy related products, EPI has a long history within the power sector and is well known within the industry. EPI (now Outotec) has designed and installed numerous biomass fluidized bed combustion units. Outotec offers the greatest flexibility of boilers with

both gasification and traditional boilers allowing them to customize their product to the needs of the application.

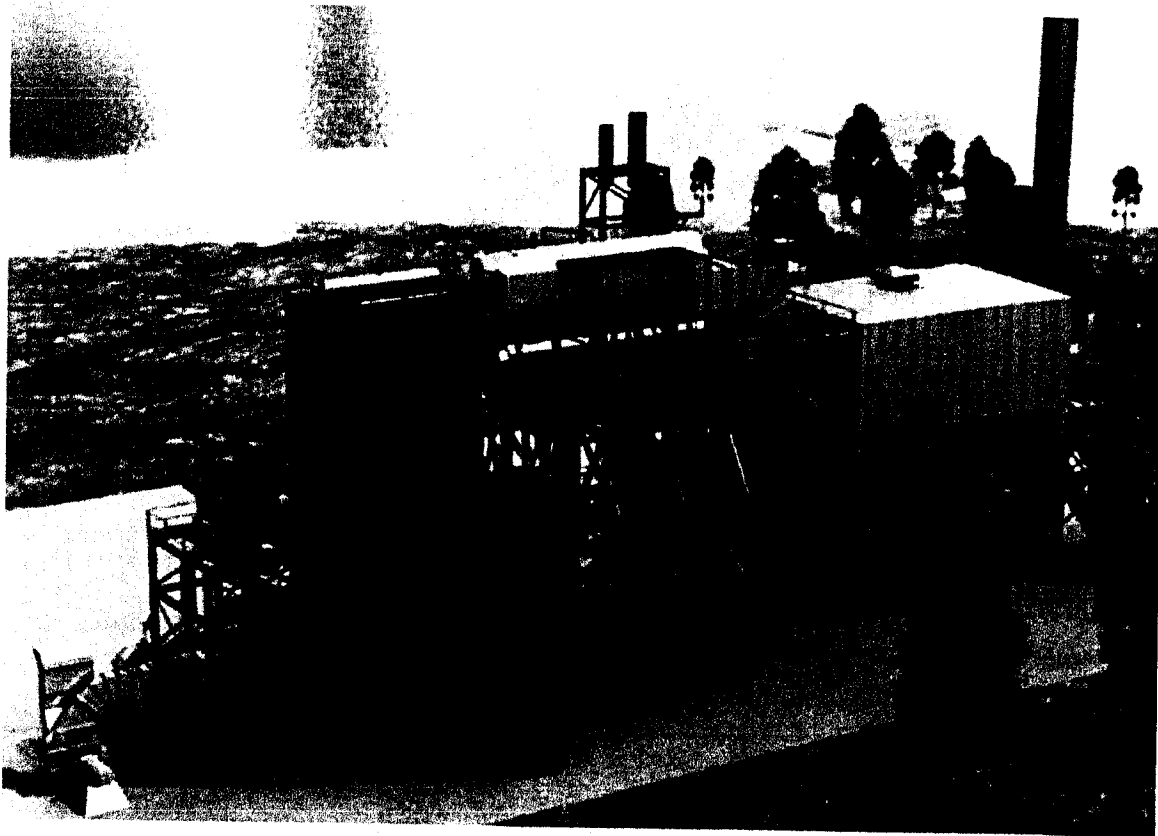


Figure 4-5 Model of a Fully Assembled Outotec Boiler

Wellons has been incorporated for over 50 years and has 370 biomass units in the field. Like FSE Energy, Wellons began their business supporting sawmills and over time have expanded their offerings well beyond that industry. They are one of the leading vendors offering thermal oil system for many applications including the ORC applications. Wellons did not offer a proposal for a standalone boiler (steam option) but rather offered a proposal for the ORC option. Wellons has the distinction of offering a package boiler, meaning that it arrives in only a few large pieces, making field erection times very short.

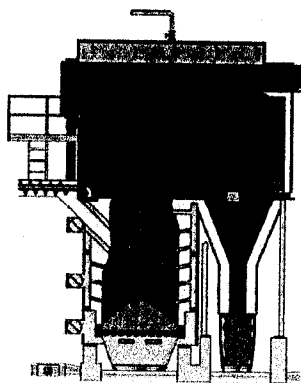


Figure 4-6 Wellons Biomass Package Boiler

4.2 STEAM TURBINE GENERATOR VENDORS CONTACTED

The number of viable steam turbine generator vendors in the market place is considerably fewer than the number of vendors for other equipment supplied. As a result, a high percentage

of those contacted offered a proposal. Table 4-2 provides a summary of the steam turbine generator vendor responses.

Table 4-2 Steam Turbine Generator Vendors
(price adjusted for shipping, installation & auxiliaries)

VENDOR	COMMERCIAL STATUS	BUDGETARY PROPOSAL
Air Clean Energy (offered by both Chiptec and Brad Thompson Co) http://www.aircleantech.com/	Commercial	\$2,165,000
Dresser-Rand http://www.dresser-rand.com/	Commercial	\$2,350,000
Elliott http://www.elliott-turbo.com/	Commercial	\$1,744,000
Fincantieri https://www.fincantieri.it/cms/data/pages/000113.aspx	Commercial	Too small a unit for them to be competitive
General Electric	Commercial	Too small - declined
Siemens http://www.energy.siemens.com/hq/en/renewable-energy/biomass-power/steam-turbines-for-biomass-plants.htm	Commercial	\$1,815,000

As with the boiler vendors, some potential vendors either don't offer units in this size range or they are not competitive in this size range, so they are unable to offer a proposal. Of the handpicked suppliers listed above in Table 4-2, the number of viable steam turbine generator vendors is considerably few than the number of vendors for other equipment supplied. As a result, a high percentage of those contacted offered a proposal. Table 4-2 provides a summary of the steam turbine generator vendor responses. Only General Electric and Fincantieri declined to offer a proposal.

- **Air Clean Energy** specializes in turbines less than 10 MW. Depending on the application, they utilize turbines from Siemens, Dresser-Rand or Elliott while utilizing their engineering and fabrication capabilities to provide a full package at economic prices.
- **Dresser Rand, Elliott and Siemens** are all well-known long time manufacturers of steam turbine generators of all sizes.
- **Fincantieri** is not as well known by the power industry because their primary products are used for ship propulsion. Ten or 15 years ago they began configuring their well tested equipment for power generation and have been active in the US market. Because ship propulsion steam turbines are typically smaller than large utility power generation steam turbines, they have significant experience in the more modest sizes for power generation and therefore are a formidable competitor. But in this case, they reported that the unit is too small for them to be competitive.

Elliott's pricing was utilized for purposes of the financial modelling.

4.3 SYNGAS TECHNOLOGIES VENDERS

Currently, there are several suppliers of commercial gasification equipment for syngas production, as well as numerous emerging vendors of advanced technologies. In general, commercial systems are fixed and fluidized bed gasification systems that provide low-Btu syngas, which is best suited for combustion in close-coupled boilers. Other processes produce medium-Btu syngas, which would be more appropriate for combustion in gas fired turbines or chemical synthesis. However, these advanced gasification technologies are only now becoming commercially available for power applications and are suitable only for projects with very specific needs for syngas.

Selecting commercially viable and well established syngas generator vendors is a difficult task as this market continues to mature. A short list of candidates anticipated to be the most viable was generated with less than satisfactory results.

Table 4-3 Syngas Vendors
(price adjusted for shipping, installation & auxiliaries)

VENDOR	COMMERCIAL STATUS	BUDGETARY PROPOSAL	COMMENTS
Outotec ⁴	Commercial	Only provided a bid for steam option	
PRM Energy	Commercial	\$23,010,000 including Caterpillar reciprocating engine	Requires fuel moisture <20% and maximum fuel particle size of 0.4" (10 mm)
Repotec	Commercial	Declined to provide proposal	Not familiar with US codes
Sierra Energy	Not Commercial until 2016	\$21,358,000 including reciprocating engine	Not yet commercial.

Only two budgetary proposals have been received, one from Sierra Energy and one from PRM Energy. These proposals allow an economic comparison of this technology with other equipment configurations. However, given the technical restrictions or risks associated with these two vendors reported in Table 4-3 above (see notations in the Comments column), neither of these vendor options are very attractive.

- **Outotec** was already discussed in Paragraph 4.1 because this vendor offers both direct combustion and syngas options.
- **PRM Energy** built several rice straw gasifiers in the 1990's and were recommended by Caterpillar. They have very limiting fuel requirements of less than 20% moisture and sizing less than 0.4" (10 mm), either of which will have a cost impact on the project if this vendor were used in the project.

⁴ Also reported in

Table 4-1 Direct Biomass Combustion Boiler Vendors

- **Repotec** offers a good advanced technology for medium Btu applications. They declined to respond, stating that they are unfamiliar US codes.
- **Sierra Energy** is not really an original equipment manufacturer as usually defined because they utilize a gasifier technology from India rather than a technology they developed themselves. They will not have their first commercial unit in operation until 2016.

4.4 RECIPROCATING ENGINE VENDORS

Table 4-4 Reciprocating Engine Vendors
(price adjusted for shipping, installation & auxiliaries)

VENDOR	COMMERCIAL STATUS	BUDGETARY PROPOSAL	COMMENTS
Caterpillar	Commercial	\$4.1 million	3 x 1,000 kW, Model G3516C
Cummins	Commercial	Declined to offer proposal	Must have syngas with at least 400 Btu/scf
Jenbacher (owned by GE)	Commercial	\$5.4 million	3 x 1,000 kW, Model GE JMS 612
Waukesha	Commercial	Declined to offer proposal	

All of the reciprocating engine manufacturers are reputable entities with a long history of producing quality products. Since utilizing syngas as a fuel is not as common as other fuels, it is a matter of identifying the vendor that has an engine suited for this service at the best price and lowest maintenance cost. Because there are several methods of generating syngas, the energy content (Btu/standard cubic foot) of the resulting syngas can vary considerably. These reciprocating engine vendors have differing requirements and therefore, may or may not be suitable for the application, depending on the syngas characteristics from the chosen supplier.

4.5 ORC TECHNOLOGY VENDORS

Table 4-5 Hot Combustion Gas Generators

(Price adjusted for shipping, installation & auxiliaries)

VENDOR	COMMERCIAL STATUS	BUDGETARY PROPOSAL	COMMENTS
Deltech	Commercial	\$14.2 million	Greater scope was included by Deltech. This difference was equalized when entire plant cost was estimated
Wellons	Commercial	\$8.9 million	

These hot combustion gas generators also serve the market for steam turbine generator applications. Wellons was considered for the steam option but chose to provide a budgetary proposal for the thermal oil loop and ORC option instead. Wellons is discussed more fully in Part 4.1. Wellons has a long history of thermal oil loops installations.

Deltech is a Canadian boiler manufacturer that has teamed with the ORC industry for many years and has many installations for that technology.

Table 4-6 ORC Vendors

(Price adjusted for shipping, installation & auxiliaries)

VENDOR	COMMERCIAL STATUS	BUDGETARY PROPOSAL	COMMENTS ⁵
Ormat	Commercial	\$6.55 million	19.4% - 21.3% Gross Electric Efficiency
Turboden	Commercial	\$3.6 million	21.3% Gross Electric Efficiency

Both of these vendors have many units in the field with a long successful history of operation. Ormat is especially active in the geothermal industry where the heat source can often be a low temperature source. Black & Veatch understands that Ormat has not paired their equipment with a biomass fueled combustion gas generator. But the source of heat is not important for the technology to operate properly.

Turboden (a group company of Mitsubishi Heavy Industries, Ltd.) has over 100 ORC systems in operation around the world utilizing heat from a biomass fueled hot combustion gas generator. Since beginning to pursue the North America market, they have begun to establish themselves in North America with the following projects:

⁵ Efficiency includes performance of thermal loop of 97%. Turboden's efficiency was adjusted from published values because Turboden uses lower heating value whereas, in the US higher heating value is the standard for biomass estimated efficiency. The difference between higher and lower heating value is generally about 10%. Turboden published value of 24.4% efficiency adjusted by x 0.9 lower to higher heating value x 0.97 for oil loop performance.

- **Nechako Lumber Co. Ltd in Vanderhoof, BC Canada has been operating since February 2013**
- **West Fraser Mills Ltd. in Fraser Lake, BC, Canada is a 2 x 6.5 MW facility that has been operating since November 2014**
- **West Fraser Mills Ltd. Has a second facility located in Chetwynd, BC Canada that is starting up in the second quarter of 2015.**

5.0 Budgetary Proposals & Cost Estimates (Task 6 modified)

5.1 BUDGETARY PROPOSALS

Budgetary proposals were solicited from all vendors listed earlier in this report, each for their technology and equipment offered. Some of these vendors offered proposals for 1) only a boiler, syngas generator, or hot combustion gas generator, 2) only the prime mover for the technology in question (steam turbine generator, reciprocating engine, or ORC package) or, 3) equipment for both options 1) and 2). Brad Thompson Co. offered a full EPC budgetary estimate for the boiler and steam turbine generator option. Black & Veatch paired these proposals by technology to begin building a full technology, cost estimate. While this process was not a comprehensive cost estimating effort, Black & Veatch adjusted the balance of plant (BOP) and installation cost estimates to account for differences in the scope of work supplied by the various vendors or differences in technology requirements (i. e. only the steam option requires a large cooling tower).

No individual proposals were received for the syngas generator, but proposals for both the syngas generator and the reciprocating engine was received from both PRM Energy and Sierra Energy. While the proposals from these vendors can be utilized for cost comparisons to other technologies, these vendors have restrictions or special considerations that don't allow them to be very highly suitable to provide equipment at this point in time. This is discussed more completely above in Table 4-3 Syngas Vendors.

No single vendor offered a package of equipment for the ORC option. The cost estimates for the ORC option were developed by using budget proposals from Deltech and Wellons for hot gas generators and from Ormat and Turboden for the prime mover ORC equipment.

At the point in time that CCP solicits firm bids from various vendors, CCP will find that most vendors will as a matter of routine, provide performance guarantees for the individual components provided by the vendor. Black & Veatch is of the opinion that all vendor proposals would guarantee the performance quoted.

The pricing provided by the vendors, include ESP, SCR, and/or SNCR as appropriate to allow the equipment to meet California air emission requirements.

All of the combinations utilized for cost estimates are summarized in Table 5-2 Vendor Groupings and Costing per Annum. Please refer to the Appendices for copies of the budgetary proposals from all vendors.

5.2 EPC CAPITAL COST

5.2.1 Direct Costs

Black & Veatch's capital cost estimate for the 3.3 megawatt gross biomass project, with different combinations of vendors for each of the three technologies is provided in Table 5-2. The cost estimate assumes the work will be performed under an engineering, procurement, and construction (EPC) contract and, therefore, includes a typical EPC margin of 6 percent of the total capital cost. The total capital cost shown also includes a contingency of approximately 5 percent of the total capital requirement for the biomass power project. Rolling stock (front end loader, maintenance

trucks) is not included in the estimate because every operator/owner has a different opinion of what is needed. But truck dumper and conveyors are included in the cost estimate.

5.2.2 Indirect Costs

The EPC cost estimate also includes indirect costs typically included in the EPC cost estimate. All indirect costs used for the cost estimate are summarized in Table 5-1 below.

Table 5-1 Indirect Costs Utilized in the Cost Estimates

INDIRECT COST ITEM	% OF EPC COST (DIRECT & INDIRECT)
Engineering Costs (With G&A)	10.00%
Field Engineering (covered by EPC contractor)	0.00%
Construction Management (covered by EPC contractor)	0.00%
Construction Management-Start-up (covered by EPC contractor)	0.00%
Startup Spare Parts	0.24%
Project Insurance (General Liability)	1.00%
Project Contingency	5.00%
EPC Margin	8.00%
Subtotal - Indirect	22.2%

The \$18.5 million estimate provided by Brad Thompson Company for a full EPC scope of work for the steam option, was used to develop a balance of plant cost since the boiler and steam turbine costs were provided by the associated vendors. This balance of plant costs was applied to each of the other technologies after being adjusted for differences in the scope requirements of the balance of plant equipment for their respective technologies. The capital cost of the equipment received from the vendors was added to this adjusted BOP cost, along with shipping and installation costs for the major pieces of equipment.

Table 5-2 provides a summary of the capital cost for each of the technologies and vendor pairings. From this table it can be determined that the steam option has the lowest capital cost followed by ORC and then syngas. This is more evident in Table 6-2 and Table 6-3 where the revenue required is identified. But the capital cost does not take into account the operating efficiencies (heat rate) or maintenance costs, which are both covered later in the report first in Table 5-3 followed by more complete information in Table 6-2 and Table 6-3.

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5.3 DIRECT & INDIRECT EPC CAPITAL COSTS BY VENDOR

Table 5-2 Vendor Groupings and Costing per Annum

PACKAGER	BOILER SYNGAS HOT GAS VENDOR	PRIME MOVER VENDOR	BOILER SYNGAS HOT GAS COST	PRIME MOVER COST	BALANCE OF PLANT	EPC INDIRECT COSTS ⁶	TOTAL EPC CAPEX DIRECT & INDIRECT	EPC COST \$/GROSS KW
Steam								
Brad Thompson Co.	Hurst	Air Clean	\$7,517,000	\$1,744,000 Elliott Used	\$5,850,000	3,355,000	\$18,466,000	\$5,596
Brad Thompson Co.	Hurst	Air Clean	Estimated full EPC cost using Air Clean				\$18,467,000	\$5,596
Chiptec	Chiptec	Air Clean	\$8,407,000	\$1,744,000 Elliott Used	\$4,350,000	\$3,219,000	\$17,721,000	\$5,370
Syngas Generation								
None	PRM Energy	Caterpillar	\$16,100,000		\$2,850,000	\$4,207,000	\$23,157,000	\$7,017
None	Sierra Energy	MWM ⁷	\$14,700,000		\$2,850,000	\$3,896,000	\$21,446,000	\$7,073 ⁸
ORC								
None	Wellons	Ormat	\$8,851,000	\$6,553,000	\$2,850,000	\$4,052,000	\$22,305,000	\$6,759
None	Wellons	Turboden	\$8,851,000	\$3,606,000	\$2,850,000	\$3,398,000	\$18,705,000	\$5,858
None	Deltech	Turboden	\$14,175,000 ⁹	\$3,606,000	\$0	\$3,947,000	\$21,728,000	\$6,805

⁶ Using 22.2% of EPC direct cost⁷ MWM is based in Germany and owned by Caterpillar⁸ Sierra Energy's proposal had a gross MW of only 3.032 MW rather than 3.3 MW causing the \$/MW to be greater than PRM Energy⁹ Deltech's scope of work was more comprehensive than the scope of work offered by Wellons, resulting in a large pricing discrepancy.

5.4 OPERATING AND MAINTENANCES COSTS

A summary of the operating and maintenance staffing levels and budget is provided below in Table 5-3. These costs were used in the economic model to generate the cost of generation. The difference maintenance costs for each of the technologies are provided about midway through this table. Typical maintenance costs were obtained from several vendors to assist with estimating these costs. Other than the maintenance cost, all other operating and maintenance costs were held unchanged for each technology.

Contrary to CCP's understanding about the need for "certified" boiler operators for the Steam option, Leonard Tong, Senior Safety Engineer for northern district for the State of California (510-622-3066) stated there is no state requirement for any operator certification or specific training. The Cal. Code does list all the tasks that an operator must be able to perform and must be able to demonstrate this capability when an inspector comes to the site. But these tasks are no more detailed than what any operator should be able to do to satisfactorily operate a boiler.

Black & Veatch also contacted local Union 39 – IUOE Stationary Engineers (415-285-3939), who stated that an operator must be experienced and/or possess the capability to operate a boiler, but there are no specific classes or certification required to perform this task.

Even if there is a certification or license required, Black & Veatch does not believe this would necessarily command significantly higher wages because such certification would likely be relatively straight forward to obtain.

The cost to raise water from the wells has been set to zero because this cost will be quite small, depending on the depth of the wells and which well is used. Going into these details is beyond the scope of this high level assessment. The difference between a technology that uses water and one that does not would hardly be noticed in the pro forma because the cost to pump the water will very modest.

The O&M staffing of plants using these technologies will be very similar. Black & Veatch does not believe it is recommended or practical to operate this facility with any technology with only one operator on shift. Consider that it requires 8 people to have two operators on each of three shifts plus one shift that is on their days off. The other 5 shown in the O&M budget are needed regardless of the technology (manager, vacation relief, admin. and maintenance). However, an option would be to rely on contractors for all maintenance and repairs. But this will mean there will be a waiting time for the contractor to reach the plant. This becomes an owner decision that is difficult for Black & Veatch to specifically make a recommendation.

Table 5-3 Operating and Maintenance Costs

PLANT	EMPLOYEES & MAINTENANCE	SALARY	PAYROLL	SUBTOTAL	TOTAL
			\$000 US DOLLARS PER YR		
Wages	13			630	
Control Room Operator	4	50	200		
Assistant Operator and fuel yard operator	4	45	180		
Plant Manager	1	75	75		
Operations Supervisor and vacation relief	1	55	55		
Admin	1	30	30		
Journeyman mechanic	1	45	45		
Electrician & Instrumentation Tech	1	45	45		
Benefits	30%			189	
Overtime	7%			44	
Safety & Production Bonus	3%			19	
Subtotal - Payroll					882
Outside Services/Consultants				8	
Consumables/Chemicals				15	
Diesel Fuel				30	
Repair & Maintenance*				85	
Major Maintenance Reserves*				10	
*Above Maintenance & Maintenance Reserves are for Boiler & Steam Turbine. Totals for other technologies follow:	95				
Syngas and Reciprocating Engines	160				
Hot Combustion Gas Generator and ORC	134.2				
SNCR Urea				50	
Materials & Supplies				3	

PLANT	EMPLOYEES & MAINTENANCE	SALARY	PAYROLL	SUBTOTAL	TOTAL
\$000 US DOLLARS PER YR					
Ash/Solid Waste Disposal	5% ¹⁰	\$5.00		-	
Water & Sewer				-	
	% of yr.	kWh	\$/kWh		
Maintenance Power ¹¹	10%	90	0.13	10	
	Starts	kWh	\$/kWh	Hrs/Start	
Maint. Startup Costs ¹² - Demand Charge	18	500	0.19	2.5	4
Maint. Startup Costs – Energy Payment					1.4
Interconnection Costs					-
Permits & License Fees					20
Office Expenses					15
Operator Fee					-
Contingency	5%				13
Subtotal					297

¹⁰ This refers to a maximum ash production of 5% of fuel flow with no more than a \$5 per ton cost to haul away. In reality, most of the time, the ash will be 2% – 3% of fuel flow, primarily dependent on how much dirt and sand is on the wood from harvesting. This cost (which is around \$4,000 - \$6,000 per year) is excluded because B&V anticipates that one of the fuel suppliers will take the material at no cost since it does enhance the tree growth. Contrary to coal ash, Black & Veatch is not aware of any uses for wood ash except for soil amendment and using the bottom ash for road base. Both of these uses should be quite useful to the fuel suppliers, but probably not of sufficient value to justify charging for the material.

¹¹ Maintenance Power is the cost of the energy purchased from the utility during an outage (\$/kWh). The second value is the Demand Charge (\$/peak kW demanded) estimate that will be paid by CCP to assure CCP that there is always adequate power available to start the plant.

Formulas for these cells are shown below.

			1=Yes 0=No	
1-Cap Factor	kW	\$/kWh		
10%	90	$=(0.135+0.103)/2$	1	$9 = IF(E28=1, C28*D28*(8760-(B30*E30))*B28, 0)/1000$
# Starts/yr	kW Peak	\$/kW Peak/mon	hrs/start	
18	350	$=(10.85+6.29)/2$	2.5	$36 = C30*D30*12/1000$

¹² See above footnote. Maintenance Power costs are incurred anytime the plant is not operating. Startup costs are paid every month all year long and are reset any time the Peak Demand reaches a higher level.

Subtotal - Plant					1,179
PLANT	EMPLOYEES & MAINTENANCE	SALARY	PAYROLL	SUBTOTAL	TOTAL
					\$000 US DOLLARS PER YR
Administrative					
Insurance				35	
Property Taxes				-	
Land Lease				18	
Legal & Professional				5	
Accounting, Payroll, HR & Audit				8	
Partnership Managem'nt Fee & Development Royalty				-	
Subtotal, Administrative					66
Total Estimated Operating Costs (Steam)					1,245

5.5 COSTS OFTEN OVERLOOKED BY STUDIES

5.5.1 Owner Costs

Studies similar to this analysis rarely include owner costs for the project. Typically, the reported cost of the project includes only costs associated with an EPC contract (direct and indirect). But there are other costs that will be incurred by the owner to complete the project and these costs should be included in the economic analysis before making a decision about whether the project is economically feasible. Paragraph 6.2 and Table 6-3 provide the estimated revenue required for the project both with and without owner costs included. This provides a reference of the approximate magnitude of the owner costs and the effect this has on the required revenue. Typical owner costs for a project like the CCP project are provided in Table 5-4 Typical Owner Costs below.

Table 5-4 Typical Owner Costs

TYPICAL OWNER COSTS USED IN ECONOMIC ANALYSIS	\$ TOTAL
Interest During Construction (ITC), Depends on Capex for each technology – Range	\$333,000 - \$431,000
Legal	\$125,000
Lenders Engineer	\$75,000
Permitting (greatly dependent on whether an EIA is required)	\$600,000

5.5.2 Return on Equity

The return required by the investors that provide the equity portion of the capital funds is called the return on equity. The magnitude of the return required in any specific instance is affected by several risk factors that include the following:

- Whether there is a power purchase agreement (PPA) or a partial PPA
- The term of the various contracts
- The financial strength of the counterparties or other stakeholders
- Whether the technology is mainstream or emerging
- The leverage used (debt to equity ratio)

Adjusting this return on equity value by one percentage point (i. e. from 10% after tax to 11%) changes the required revenue by 1.7%. This particular financial model input is often not well highlighted in reports even though it is very important to the economics of the project. For this study, 10% after tax return has been utilized as the required benefit equity will likely demand.

5.5.3 Maintenance Power & Maintenance Startup Power

One operating cost that is often overlooked but in some cases can be quite significant, is the cost of startup power that typically includes a sizable demand charge, and maintenance power to maintain the plant during periods when the plant is not generating its own power because of maintenance work or a forced outage. This power is typically purchased from the local utility and in this case is estimated to be approximately \$14,000 per year (see details in Table 5-3).

6.0 Financial Analysis (Task 7)

6.1 BASIC ECONOMIC VALUES

The basic (fixed) economic values used for performing the economic analysis for all technologies include the following:

Table 6-1 Basic Values Used in Economic Analysis for All Technologies

MODEL INPUT ITEM	VALUE
Fuel & Plant	
Fuel Cost Delivered - \$/Bone Dry Ton	\$51.60
Fuel Cost Delivered - \$/Ton as Received	\$30.96
Plant Capacity Factor	90%
Fuel Heating Value, Bone Dry – Btu/lb.	8,500
Fuel Moisture Content as Received	44%
Fuel Heating Value as Received – Btu/lb.	4,760
Financial	
Debt Percent	75%
Debt Rate	5.0%
Debt Term – Years	15
Depreciation	5 yr MACRS
Composite Tax Rate	38.6%
After Tax Cost of Equity	10%
New Market Tax Credit	No
Investment Tax Credit – ITC	No

6.2 REQUIRED REVENUE BY TECHNOLOGY - EXCLUDING OWNER COSTS

Table 6-2 below provides the revenue required by each technology or equipment configuration to be economically viable, expressed in \$/MWh. This analysis provides the results when only the EPC costs are financed (owner costs excluded). Given this is a high level economic analysis, the range of accuracy is likely greater than the relative revenue required by each technology, suggesting that economics is not a fully definitive measurement of which technology to recommend.

Table 6-2 Required Revenue Excluding Owner Costs

TECH	VENDOR PAIR	CAPITAL COST				O&M COST		FUEL COST DELIVERED		FUEL USE		REV REQ'D	% CHANGE
		EPC COST		OWNER COSTS	ALL-IN COST	FIXED	VAR			HEAT RATE	FUEL REQ'D		
		\$	\$ PER GROSS MW	\$	\$	\$/YR	\$/YR	\$ PER BDT	\$/YR	BTU/ NET KWH	LBS/ HR	\$ PER MWH	%
Steam	BTCo	18,466,098	5,596	0	18,466,098	948,000	262,995	51.6	1,487,659	20,931	13,060	177.6	
ORC	Turboden-Wellons	18,705,342	5,668	0	18,705,342	948,000	302,195	51.6	1,679,549	22,884	14,745	182.3	2.66%
Syngas	PRM Energy	23,157,293	7,017	0	23,157,293	948,000	327,995	51.6	1,235,274	17,380	10,844	185.5	4.42%
Steam	Chiptec	17,720,501	5,370	0	17,720,501	948,000	262,995	51.6	1,854,796	26,097	16,283	190.8	7.41%
ORC	Turboden-Deltech	21,728,421	6,584	0	21,728,421	948,000	302,195	51.6	1,679,549	22,884	14,745	192.2	8.23%
Syngas	Sierra Energy	21,446,493	6,499	0	21,446,493	948,000	327,995	51.6	1,174,677	17,989	10,313	192.8	8.52%
ORC	Ormat-Wellons	22,305,926	6,759	0	22,305,926	948,000	302,195	51.6	1,776,870	23,952	15,599	196.0	10.37%

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6.3 REQUIRED REVENUE BY TECHNOLOGY - INCLUDING OWNER COSTS

Table 6-3 Required Revenue Including Owner Costs

TECH	VENDOR PAIR	CAPITAL COST				O&M COST		FUEL COST DELIVERED		FUEL USE		REV REQ'D	% CHANGE
		EPC COST		OWNER COSTS	ALL-IN COST	FIXED	VAR			HEAT RATE	FUEL REQ'D		
		\$	\$ PER GROSS MW	\$	\$	\$/YR	\$/YR	\$ PER BDT	\$/YR	BTU/ NET KWH	LBS/ HR	\$ PER MWH	%
Steam	BTCO	18,466,098	5,596	1,168,142	19,634,240	948,000	262,995	51.6	1,487,659	20,931	13,060	182.1	
ORC	Turboden-Wellons	18,705,342	5,668	1,172,714	19,878,056	948,000	302,195	51.6	1,679,549	22,884	14,745	186.7	2.59%
Syngas	PRM Energy	23,157,293	7,017	1,257,783	24,415,076	948,000	327,995	51.6	1,235,274	17,380	10,844	190.3	4.61%
Steam	Chiptec	17,720,501	5,370	1,153,895	18,874,396	948,000	262,995	51.6	1,854,796	26,097	16,283	195.2	7.38%
ORC	Turboden-Deltech	21,728,421	6,584	1,230,479	22,958,900	948,000	302,195	51.6	1,679,549	22,884	14,745	196.8	8.27%
Syngas	Sierra Energy	21,446,493	6,499	1,225,092	22,671,586	948,000	327,995	51.6	1,174,677	17,989	10,313	197.9	8.87%
ORC	Ormat-Wellons	22,305,926	6,759	1,241,515	23,547,441	948,000	302,195	51.6	1,776,870	23,952	15,599	200.8	10.41%

Unless the government renews the ITC, this project will not qualify. If the project did qualify, it would lower the LCOE by \$9.50/MWh. If it qualifies for New Market Tax Credit, it would reduce the LCOE only \$1.50/MWh. This is so low because with the 5.5 MACRS depreciation, no tax is being paid until the 15th year anyway, and the later the benefit is received (i.e. New Market Tax Credit would start in the 15th year), the lower its impact on the LCOE.

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6.4 REQUIRED REVENUE, INCLUDING OWNER COSTS – OTHER SENSITIVITIES

The lowest cost technology pairing was selected to run other sensitivities to provide the relative effect of changes in some of the primary financial model input values.

Table 6-4 Required Revenue Including Owner Costs – Other Sensitivities

TECH	LOWEST PAIR PLUS 10% OF ITEM SHOWN	CAPITAL COST				O&M COST		FUEL COST DELIVERED		FUEL USE		REV REQ'D	% CHANGE
		EPC COST		OWNER COSTS	ALL-IN COST	FIXED	VAR			HEAT RATE	FUEL REQ'D		
		\$	\$ PER GROSS MW	\$	\$	\$/YR	\$/YR	\$ PER BDT	\$/YR	BTU/ NET KWH	LBS/ HR	\$ PER MWH	%
Steam	BTCO	18,466,098	5,596	1,168,142	19,634,240	948,000	262,995	51.6	1,487,659	20,931	13,060	182.1	
Steam	Capital Cost	20,312,708	6,155	1,168,142	21,480,850	948,000	262,995	51.6	1,487,659	20,931	13,060	188.3	3.42%
Steam	Fixed O&M	18,466,098	5,596	1,168,142	19,634,240	1,042,800	262,995	51.6	1,487,659	20,931	13,060	186.2	2.22%
Steam	Variable O&M	18,466,098	5,596	1,168,142	19,634,240	948,000	289,295	51.6	1,487,659	20,931	13,060	183.2	0.62%
Steam	Fuel Cost	18,466,098	5,596	1,168,142	19,634,240	948,000	262,995	56.8	1,636,425	20,931	13,060	188.5	3.49%
Steam	Heat Rate	18,466,098	5,596	1,168,142	19,634,240	948,000	262,995	51.6	1,636,425	23,025	14,366	188.5	3.49%

7.0 Recommended Conversion Technology

7.1 QUALITATIVE COMPARISON

From Table 6-3 it becomes apparent that the relative cost of generation for the three technologies are sufficiently similar that economics alone will not be used as the determinant for selection of the recommended technology. Therefore a qualitative assessment of the technologies was completed to more fully compare the technologies. Table 7-1 provides a summary of such an assessment and identifies the steam option as the most viable when reviewing items other than the resulting cost of power.

Table 7-1 Qualitative Assessment of Technologies

CHARACTERISTIC (SCALE OF 1 – 10 WHERE 10 IS BEST)	STEAM	SYNGAS	ORC	RISK
Efficiency or Heat Rate (amount of fuel required)	10	5	8	Greater fuel cost for lower efficiency
Air Emissions (controlled)	10	10	10	Not really a discriminating criterion since all technologies can be controlled to within limits.
Water Requirements	2	5	5	High water use may not get permitted or could cost more than expected to obtain
Susceptibility to breakdown	5	1	6	Syngas cleanup can be often problematic
Suitability for Scaling Down to 3.3 MW Gross	4	6	8	If a project cannot be scaled down to this small a size it means it could become very expensive or certain aspects of the technology don't work as expected at the new scale.
Staffing Costs	10	10	10	B&V does not see this as a discriminating criterion because we contend that all three technologies require the same staffing levels.
Maintenance Costs (\$/year)	10	2	6	Higher maintenance costs are detrimental to the revenue and if high costs are experienced it could mean there will be more unexpected outages.
Sensitivity to Ambient Temperature	8	10	1	If one technology is greatly more sensitive to ambient temperatures than others, this could mean that during unusually warm periods some technologies will not function as expected.
Technology Maturity	10	4	8	Less mature technologies not as well understood providing slightly greater risk than more mature technologies.
Frequency of Use within the Industry	10	1	2	If a technology is seldom or only occasionally utilized, it suggests that the technology is not as sound as others, or works best under very special conditions, which may exist only in certain special projects.
Extent of Commercial Viability	10	4	9	If a technology is not as commercially viable as others that means it will be harder to obtain a profit with that technology.
Total	89	58	73	

The steam option scored high primarily because it has been used for many years and there are so many units in operation that significant risk factors seen by the other technologies are

avoided by the steam option. There is a common opinion that capital cost of a steam cycle option cannot easily compete with other technologies. But this analysis does not support that opinion and even offered the lowest capital cost option as presented in Table 5-2.

Syngas is hampered by 1) it's a complicated cycle, 2) the technical and environmental challenge of cleaning the gas stream before combusting it in a reciprocating engine, 3) the high maintenance cost associated with a reciprocating engine cycle, which may not always be fully acknowledged.

The ORC option did not show as well because of its high heat rate (lower efficiency) and somewhat higher maintenance cost when compared to the steam option. This technology's capital costs are not as high as the syngas option, but are still higher than the steam option.

This analysis has shown that the steam option is slightly preferred when economics is the only criterion. But the apparent economic advantage of steam is as small as the margin of accuracy of the values used to obtain this result, so the economics of the three options should be considered nearly equal. However, the qualitative evaluation of the three options as outlined in Table 7-1, demonstrates a significant preference to the steam option.

7.2 FURTHER CONSIDERATIONS FOR TECHNOLOGY SELECTION

7.2.1 Combined Heat and Power (CHP)

The amount of energy or heat available for each technology and the corresponding drop in LCOE if such sales occurred, are provided below in Table 7-3. Since CCP does not have any specific thermal host in mind, the temperature needed by the host is not known. For purposes of the work that follows, it has been assumed that the host could accept thermal energy as low as 85 F (like for a greenhouse), which pretty much maximizes the amount of heat that can be extracted from any technology. It is unclear whether all of the identified heat available will be fully useable, but this still provides some insight into this aspect of each of the technologies.

Table 7-2 presents the cost of CCP's facility to generate heat with and without including the debt service (using BTCO for the example). These values were reviewed to allow a determination of a reasonable price for this energy. For purposes of an example, \$5.00/MM Btu has been chosen because theoretically the host could build its own plant and produce heat for the same costs as will be incurred by CCP. So the price offered to the host must lower than the cost for the host to produce its own heat. Table 7-2 identifies the cost for CCP to produce useful heat as a way to know how to price the waste heat (i.e.\$5.57 and \$8.47).

Table 7-2 Cost to Produce Heat

CURRENT COST TO PRODUCE HEAT	UNITS	VALUE
Without Debt Payment	\$/MM Btu	\$ 5.57
With Debt Payment	\$/MM Btu	\$ 8.47
Assumed Sales Price of Heat	\$/MM Btu	\$ 5.00

Using the above price for heat and the amount of heat available presented in Table 7-3, the theoretical revenue and change in LCOE from heat sales can be calculated (assuming heat can

be used as low as 85 F). As shown below in Table 7-3, the thermal sales (with the above assumptions) will lower the LCOE by significant amounts.

Table 7-3 Effect on LCOE of Theoretical Heat Sales

TECHNOLOGY	HEAT AVAILABLE MM BTU/HR	REVENUE/YR		APPROXIMATE REDUCTION IN LCOE WITH THERMAL SALES \$/MWH ¹³
		MM Btu/yr	\$/Yr	
Steam - heat at 85 F	44.8	353,000	1,760,000	\$64.00
Steam - heat at 165 F	40.7	320,880	1,600,000	\$58.60
Syngas - heat at 85 F	12.6	99,340	496,700	\$21.80
ORC				Later

Not only does Table 7-3 show a significant reduction in LCOE with thermal sales, but the amount of waste heat available is noteworthy because for the steam option it aligns closely with thermal loads the CCP recently learned to be typical. CCP recently learned, through an independent study, that one use for waste heat is to sterilize used wooden pallets. This would require about 40 MM Btu/hr at a temperature of 160F. Table 7-3 shows that slightly greater than 40 MM Btu's are available even at the higher temperature of 160 F as required by this theoretical thermal host.

7.2.2 Waste Heat vs. Useful Heat

The amount of waste heat provided in Table 7-3 is, in fact, waste heat, meaning it is heat that will be discharged to the atmosphere or in some other way released. If the amount of waste heat available is not adequate to meet the thermal host's needs, the power plant can be configured to provide waste heat plus useful heat. Useful heat is energy that is normally used to produce electricity or syngas which can be diverted to the host to supplement the waste heat to meet the thermal host's needs.

■ Steam Cycle

To provide useful energy in addition to the waste heat to the host, a different steam turbine (condensing turbine with an extraction port) would be utilized that includes an extraction port to bleed off some steam before it travels completely through the steam turbine where its pressure and temperature are reduced by each stage of the steam turbine. This extraction port can be designed to provide steam at higher pressures to meet the host's needs while supplementing the waste heat.

If waste heat is utilized in some manner, the wet cooling tower could be eliminated or significantly reduced in size. However, it would require that the host operate 24/7 to allow the steam cycle to eliminate the wet cooling tower completely. Perhaps the tower would still be required but would only operate when the host is shut down.

A larger boiler would be required and a greater fuel demand would result if useful energy is diverted to the host.

¹³ This value may be slightly lower if added capex is needed to facilitate moving the energy to the host. But this action would eliminate the need for wet cooling on the steam option.

■ Syngas Cycle

Providing useful energy in addition to the waste heat to the host for this cycle is not quite as direct. A portion of the syngas produced would be directed to a new combustor and heat exchanger (owned either by CCP or the host) to convert the syngas into useful heat. This would require notable capital to implement this approach.

■ ORC Cycle

To obtain useful energy from this cycle a branch would have to be added to the hot oil cycle that would take a small portion of the hot oil to the host. A heat exchanger would have to be purchased to convert the hot oil into useful heat.

Table 7-4 Other Aspects of Each Technology Compared

CHARACTERISTIC	STEAM	SYNGAS ¹⁴	ORC
Feedstock			
Fuel Size	<20% <1/4" <10% >4"	PRM 100% <3/8" PRM < 20% Moisture	Deltec <20% <1/4" <10% >4"
Moisture Content ¹⁵	15 – 60	40 – 65	15 – 60
Ability to handle incidental material in the fuel ¹	Great	Medium	Great
Tons of fuel required per year (as received)	56,000 – 67,000	31,000 – 38,000	59,000 – 73,000
Net kW Efficiency - %	16.616 – 20.2	21.1 – 21.8	16.6 – 20.2
Emissions	All able to meet Cal standards	All able to meet Cal standards	All able to meet Cal standards
Quantity of residuals produced tons/yr.	Ash 1,680 – 2,000	PRM biochar 5,650 – 9,500 Or ash 1,860 – 2,280	Ash 1,800 – 2,900
Amount of water required	Wet Cool 250 gpm Dry Cool 12 gpm	Gen misc. use only	Gen misc. use only
Amount of water discharged	Wet Cool 60 gpm Dry Cool 12 gpm	Gen misc. use only	Gen misc. use only
Operating conditions	650/550 & 450/700 psig/deg F	LHV ¹⁷ 6,494 Btu/lb @ 20% moist	45 MMBtu/hr 1975 F 52 MMBtu/hr 1769 F

The moisture and size requirements of syngas vendor PRM will add cost compared to other vendors or other technologies. This is a notable disadvantage. The added costs to meet this requirement have not been included in this analysis.

¹⁴ The correct values will depend on the vendor used. Values shown are for syngas coming from a BFB gasifier.

¹⁵ This item is probably not a discriminating characteristics for the various technologies.

¹⁶ This value is considered quite far from the norm and was dismissed.

¹⁷ LHV stands for Lower Heating Value. In the US HHV (Higher Heating Value) is typically used which is between 5% - 10% higher than LHV.

8.0 Other Considerations/Comments/Risk Assessment

Waste Products and Byproducts

Only direct combustion produces exclusively ash, which can be used as a soil amendment for crops or spread in the forest. The bottom ash can also be utilized as a material for building roads. While these solutions are useful methods for disposal, it is unlikely any revenue will be generated by them. Removal and disposal should not have any cost to the project because the recipient will receive a useful material for the cost of hauling it away.

The other two technologies can produce either ash or biochar or both. When biochar is produced the amount of syngas or hot combustion gases produced will drop (energy extracted in the form of high carbon content biochar). Production of biochar is not a no-cost byproduct, as there will be less useful heat produced for the primary purpose (with a fixed fuel combustion rate). Black & Veatch has concerns that the biochar market may not be as robust as some seem to believe. It may be prudent to consider the generation and sale of biochar as an "upside" rather than a key component of CCP's business plan.

Table 8-1 below provides the anticipated gross income from electricity if no biochar is produced and the gross revenue from biochar if ALL fuel is converted to biochar (only for purposes of comparison), utilizing the pricing provided by CCP. This demonstrates that the relative value of biochar is considerably greater than the revenue from electricity.

Table 8-1 Theoretical BioChar Revenue Compared to Electrical Sales Revenue

ITEM	UNITS	VALUE	COMMENTS
Sales Price	per pound	\$0.72	Price mentioned by CCP
Quantity of Fuel Burned	Tons/yr.	34,500	From vendors for syngas, see Table 7-4
Percent of Fuel as BioChar		20%	PRM provided value of 15%-25%
Tons of BioChar per year	Tons/yr.	6,900	34,500 x 20%
Theoretical Revenue from BioChar Sales	\$/yr.	9,936,000 ¹⁸	$\$0.72 \times 6,900 \times 2000$
Elect Revenue without BioChar	\$/yr.	3,976,000	$3 \text{ MW} \times 178 \$/\text{MWh} \times 8760 \times 0.85 \text{ CF}$

If the pricing provided by CCP is accurate, and if the market can support additional sales, then there is significant value in biochar. But as previously mentioned, Black & Veatch has concerns that the biochar market may not be as robust as some seem to believe. Having said that, it is worth mentioning that some potential biochar producers believe biochar can be used as a filler material for plastics, which if technically and economically feasible, would increase demand for biochar significantly. Such a use should be considered as being in the experimental stage. A scenario that includes production of biochar would require a greater fuel consumption rate. The amount that the fuel consumption would increase for any given scenario of biochar production, would have to be obtained from the syngas vendors.

¹⁸ This assumes ALL fuel is used to produce biochar (which of course would not be done) only to compare the revenues from electricity if all fuel is used for generation of power.

Energy Demand

The Feed-In Tariff (FIT) available to CCP and the small size of the project (1 to 3 megawatts) will likely remove any barriers regarding adequate energy demand to support the project. (The project represents a very small percentage of the local grid capacity.)

Biomass Resource

Given the proximity of the project to the forest products industry and timber stands in the area, it places this project in an advantageous location. Further, the TSS study of 2014 for Nevada County concluded that biomass resource availability is more than adequate for the CCP project. This should not be an issue adverse to its success.

Technology

There is more than one technical solution for a plant like the one planned by CCP. Black & Veatch has evaluated the options in this report. But even if this recommendation is not the final design, there are other acceptable solutions that will not cause technology to become a concern for the project to proceed.

Site

CCP is planning to utilize an existing industrial site (location where a sawmill had operated in the past), which has adequate size for the planned project. Utilizing an existing industrial site typically provides ready access to infrastructure items, good vehicular access, and utilities necessary for a power plant. Using this site will significantly reduce the chances there are any fatal flaws for this location. In addition, the owner of the site has shown a strong interest in working to facilitate the development of a biomass CHP installation at this location.

Environmental and Permitting

The permits required and basic environmental impacts are well understood and documented for a project like the one planned by CCP. The fact that the site is somewhat remote, that it is planned to be located on an existing industrial site, and the project's relatively small size, all contribute to a reasonably straight forward permitting process with few surprises expected. Any environmental challenges regarding such things as flora and fauna, endangered species, migratory bird patterns, nearby airports, cultural heritage sites, etc. were likely addressed when the site was first permitted for industrial use, likely removing these as significant concerns now. CCP has shown a strong awareness of the key issues and barriers that need to be addressed with respect to local stakeholder concerns and acceptance issues for the CHP project.

Traffic Impact

The traffic impacts of the project will be very limited. The amount of traffic and truck trips will be very modest because of the small size of the project. This small level of traffic increase, the site's existing status as an industrial site (and past use for a lumber mill), and its remoteness, all contribute to negligible traffic impacts noticed or perceived by the local residents or impacts on the integrity of the roadways.

Regulatory

The regulatory impacts are anticipated to be insignificant and are well understood. This element is not expected to be a concern for the project's success.

Developmental Impact

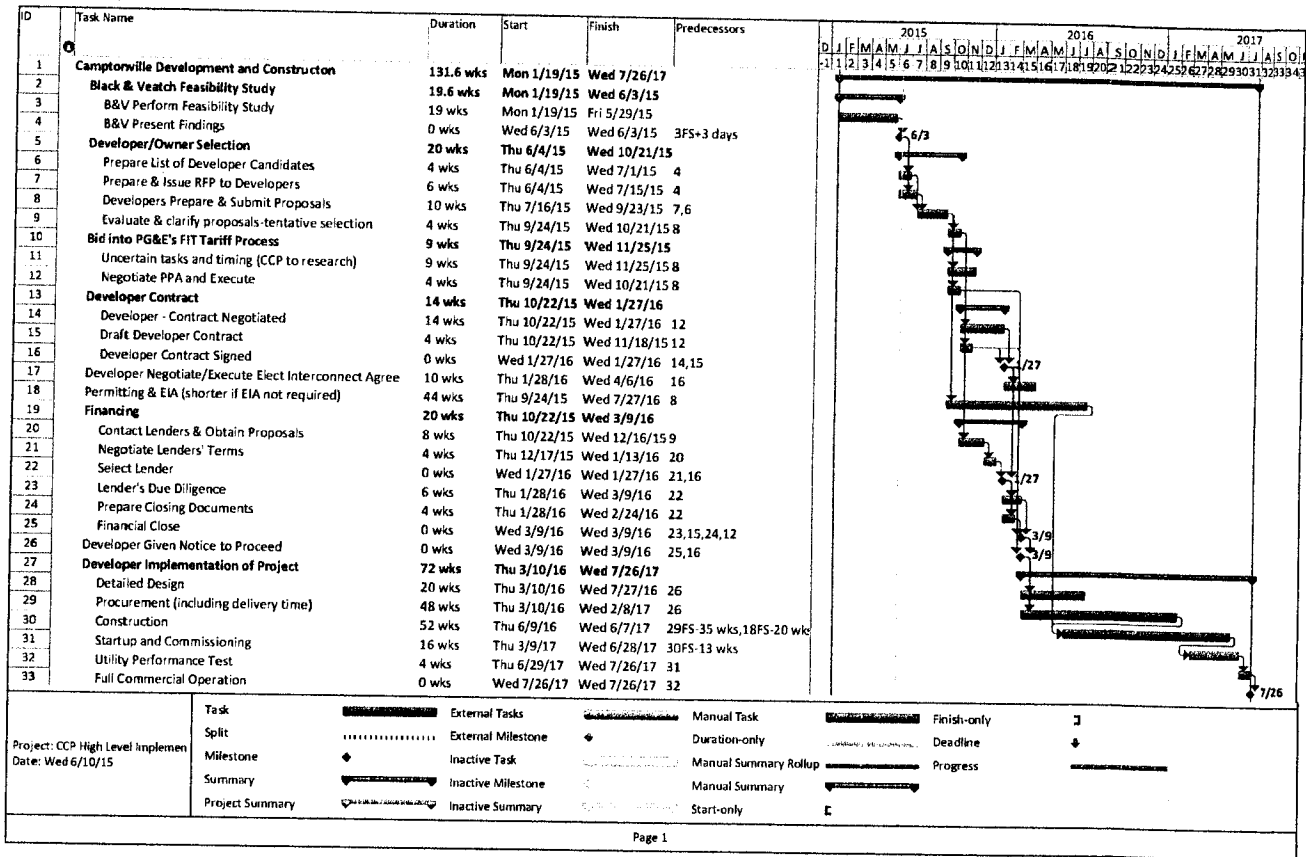
As stated before, siting this project on an existing industrial site significantly reduces any perceived or real impact resulting from the development and construction of the project.

9.0 Schedule

Below is a high level implementation schedule outlining the major steps and approximate duration to develop this project. Informally, a more conservative schedule was provided to CCP that included many owner tasks not directly related to engineering, permitting or construction. The durations and many of the tasks were originated by CCP and represented a worst case scenario.

Camptonville Community Partnership (CCP) | BIOMASS POWER GENERATION & CHP

Figure 9-1 Typical Schedule



Appendix A: Boiler Budgetary Proposals

Appendix B: Steam Turbine Proposals

Appendix C: Syngas Generators

Appendix D: Reciprocating Engines

Appendix E: Hot Combustion Gas Generators

Appendix F: ORC Vendors

The following technical appendices are available for viewing and download at the Forest Biomass Business Center project website Resources page
(<https://sites.google.com/a/theccp.org/fbbc/resources>)

Appendix A: Boiler Budgetary Proposals

Appendix B: Steam Turbine Proposals

Appendix C: Syngas Generators

Appendix D: Reciprocating Engines

Appendix E: Hot Combustion Gas Generators

Appendix F: ORC Vendors

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The County of Yuba

(405-0915) Adopt... - 1 of 6



405-0915

Office of the Auditor-Controller

Richard Eberle, CPA
Yuba County Government Center
915 8th Street, Suite 105
Marysville, CA 95901

Phone: (530) 749-7810
Fax: (530) 749-7814
Email: reberle@co.yuba.ca.us

September 15, 2015

To: Board of Supervisors
From: C. Richard Eberle, CPA, Auditor-Controller *RE*
Subject: GANN Limits

Recommendation

Adopt individual resolutions establishing appropriations limits for Yuba County for fiscal years 2014-15 and 2015-16.

Background

California State Constitution Article XIII B requires the County to establish an appropriations limit each fiscal year using data as specified in the article and also Price and Population per capita information provided each year by the California Department of Finance.

Discussion

The GANN Limit was established to create a restriction on the amount of government revenue which may be appropriated in any fiscal year. The Limit is based on actual appropriations in a base year (1986-87 fiscal year) and increases annually based on growth factors. The Limit applies only to revenues defined as "proceeds of taxes."

Committee Action

None.

Financial Impact

None. For both fiscal years, the County is well under the calculated limit.


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IN RE:)
)
 RESOLUTION OF THE) RESOLUTION NO. _____
 BOARD OF SUPERVISORS)
 THE COUNTY OF YUBA TO)
 DETERMINE THE APPROPRIATIONS)
 OF TAX PROCEEDS FOR 2014-15)

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:

ABSTAINED:

Chairman


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

County of Yuba
Statement of Appropriation Limitation
2014-15

Limitation for 2013-2014 \$63,684,558

Adjustment

2014-15 Factors

CPI

.9977

Population

x 1.00864510 =

x 1.0063

Limitation for 2014-15

\$64,087,377

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

IN RE:)	
)	RESOLUTION NO. _____
RESOLUTION OF THE)	
BOARD OF SUPERVISORS)	
THE COUNTY OF YUBA TO)	
DETERMINE THE APPROPRIATIONS)	
<u>OF TAX PROCEEDS FOR 2015-16</u>)	

RESOLVED by the Board of Supervisors of the County of Yuba, State of California, that for 2015-16 the change in California Per Capita Personal Income together with change in population of Yuba County shall be applied to the 2014-15 appropriation limit to reach the 2015-16 appropriation limit, and that the maximum limit applicable to the 2015-16 appropriation of tax proceeds, as calculated is \$66,919,031. See Exhibit A. This is in accordance with Article XIII B of the constitution of the State of California.

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

AYES:


NOES:

ABSENT:

ABSTAINED:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS


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

County of Yuba
Statement of Appropriation Limitation
2015-16

Limitation for 2014-2015 \$64,087,377

Adjustment

2015-16 Factors

CPI

1.0382

Population

x 1.00576408 =

x 1.0442

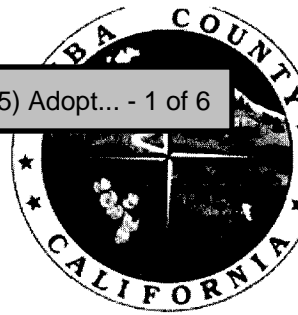
Limitation for 2015-16

\$66,919,031

Exhibit A

The County of Yuba

(406-0915) Adopt... - 1 of 6




406-0915

Office of the Auditor-Controller

Richard Eberle, CPA
Yuba County Government Center
915 8th Street, Suite 105
Marysville, CA 95901

Phone: (530) 749-7810
Fax: (530) 749-7814
Email: reberle@co.yuba.ca.us

TO: Board of Supervisors
FROM: Richard Eberle, Auditor-Controller
SUBJECT: Ad Valorem Tax Rates 
DATE: September 15, 2015

Recommendation

Adopt attached resolutions for County-wide General, School, and Special District ad valorem tax rates on the secured property tax rolls for the fiscal year 2015-2016.

Background

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

Discussion

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

Committee Action:

None

Fiscal Impact:

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

Attachment

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

IN RE:

RESOLUTION FIXING GENERAL) RESOLUTION NO. _____
COUNTY WIDE TAX RATE _____)

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

WHEREAS, pursuant to Article XIII A of the California Constitution, the maximum amount any ad valorem tax on real property, except levies for indebtedness approved by the voters prior to the time this section became effective, shall not exceed one percent (1.0%), and

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

NOW, THEREFORE, BE IT RESOLVED that the County Auditor-Controller shall apply a delinquency provision of four percent (4.0%) of the taxable value on the County Secured Roll and the County Unsecured Roll for the 2015-2016 fiscal year.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba, State of California that the ad valorem tax on real property shall not exceed one percent (1.0%) of the assessed value of such property for fiscal year 2015-2016.

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

County Wide General.....	1.000000 %
Unitary Bond Indebtedness....	0.000586 %

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:

Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

Approved as to Form
Angil Morris-Jones,
County Counsel



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

IN RE:

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

RESOLUTION NO. _____

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

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

Exhibit A

**TAX RATES FOR COUNTY, SCHOOL DISTRICT AND SPECIAL DISTRICT
INDEBTEDNESS.**

Fiscal Year 2015-16

SCHOOL DISTRICTS

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

GO BOND 2008	0.006343 %
GO BOND 2014 Refunding.....	0.048786 %
GO BOND 2009	0.059946 %

NEVADA UNION HIGH SCHOOL*.....0.007800 %

WESTERN PLACER UNIFIED SCHOOL DISTRICT*.....0.024693 %

WHEATLAND HIGH SCHOOL 0.030003 %

SCHOOL DISTRICTS (COMMUNITY COLLEGES)

YUBA COUNTY COMMUNITY COLLEGE

BOND 2006 A	0.006293 %
BOND 2006 B	0.009424 %
BOND 2006 C	0.009218 %

(*) Rates are calculated and set by the named district.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Yuba County that the County Auditor-Controller is hereby directed to use the rates of taxation for the taxable valuation in each of the districts for fiscal year 2015-2016 as identified in the attachment, Exhibit A, which is incorporated herein.

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:

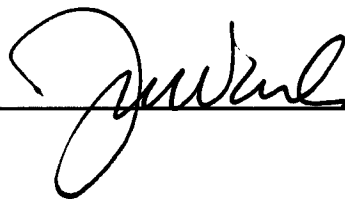
ABSENT:

ABSTAIN:

Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

Approved as to Form
Angil Morris-Jones,
County Counsel

A handwritten signature in black ink, appearing to read 'Angil Morris-Jones', is written over a horizontal line.

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF YUBA
STATE OF CALIFORNIA

In the Matter of:)	CASE NO.	MMJ15-0148
)		
SANTIAGO AND MARTHA)		
RAMIREZ – PROPERTY OWNERS)		
)		
LUIS SILVA – CULTIVATOR AND)		
TENANT)		
)		
Parcel Location:)		
5824 Montclair Avenue)		
Linda, CA 95901)		
)		
APN: 021-251-012)		
)		
)		
Respondents.)		

DECISION

1. The Yuba County Board of Supervisors heard this matter on August 11, 2015, in Marysville, California.
2. Complainant Jeremy Strang, Code Enforcement Division Manager, represented the Code Enforcement Division, Yuba County Community Development and Services Agency along with Code Enforcement Officers Tracie Clark and Christopher Monaco, and Chief Deputy County Counsel John Vacek.
3. Respondents, Santiago Ramirez, property owner, and Luis Silva, cultivator, were present and represented themselves.
4. Yuba County Community Development and Services Agency employee, Paula Almaguer, acted as an interpreter for Respondents.
5. Evidence was received, the record was closed, and the matter was submitted for decision on August 11, 2015.

FINDINGS OF FACT

1. Santiago and Martha Ramirez are the owners of record of the property located in the unincorporated area of Yuba County identified as Assessor's Parcel Numbers 021-251-012 and commonly referred to as 5824 Montclair Avenue, Linda, CA 95901.
2. The property is zoned R-2, Medium Density Residential, and is improved with a substandard singlewide mobile-home. The property is 0.94 of an acre and is located amongst other residential properties.
3. On July 13, 2015, the property owners along with the cultivator were properly served with a Notice and Order to Abate Public Nuisance ("Notice & Order"). The Notice and Order was served by personal service to Luis Silva, also by posting the property, and by U.S. Mail, both by Certified Mail with Return Receipt and by First Class Mail, to their address as it appears on the last equalized assessment roll. The Order alleges violations of the Yuba County Ordinance Code. The property owners and cultivator were ordered to remove code violations consisting of illegal marijuana cultivation – excessive number of plants; cultivating marijuana outdoors; and failing to register the cultivation prior to growing the marijuana.
4. The cultivator, Luis Silva, filed a timely request, along with the fee deposit of \$4,116.00, for hearing to appeal the determination of the existence of a public nuisance as well as the imposition of the Administrative Penalty. The hearing was conducted under Yuba County Ordinance Code, Chapter 7.40, Article 6.
5. The following conditions were present on July 13, 2015:
 - a. Cultivation of an excessive amount marijuana – 99 marijuana plants
 - b. Cultivation of marijuana outdoors – not within a qualifying accessory structure
 - c. Cultivation of marijuana without first registering with the County
6. A re-inspection of the property on July 13, 2015, found that the property was in compliance with the Notice and Order to Abate Public Nuisance.
7. The administrative and abatement costs and penalties incurred to date total: \$14,351.32.

CONCLUSIONS OF LAW

1. Respondents were properly notified to appear before the Board of Supervisors on August 11, 2015 at 1:30pm to show cause, if any, why a public nuisance should not be found to exist and why the Administrative Penalty should not be imposed pursuant to the Notice

and Order to Abate Public Nuisance, for the property located at 5824 Montclair Avenue, Linda, CA 95901, APN 021-251-012.

2. Based on the evidence and testimony submitted, the Respondents failed to sustain the burden of showing that no public nuisance existed on the property. The Cultivator admitted to cultivating marijuana and the Property Owner testified that he was unaware of any nuisance conditions existed on the property; the Board specifically found that the Property Owner knew of the marijuana cultivation and that his testimony to be not credible.
3. Based on the evidence and testimony submitted, the property located at 5824 Montclair Avenue, APN 021-251-012, is a public nuisance.
4. Based on the evidence and testimony submitted, the Administrative Penalty for \$10,300.00, per day regarding APN 021-251-012 is accurate and is hereby confirmed.
5. Based on the evidence and testimony submitted, the administrative and abatement costs and penalties incurred to date totaling \$14,351.32 were properly incurred and the property and its owner bear the costs of same.

ORDERS

1. It is hereby found and ordered that administrative and abatement costs and penalties in the amount of \$14,351.32 assessed to date, are hereby imposed and are due and payable
2. Luis Silva shall forfeit the \$4,116.00 deposit paid to the County and that amount shall be deducted from the total amount of administrative and abatement costs and penalties of \$14,351.32 leaving a remaining balance of \$10,235.32
3. Respondents shall pay the remaining \$10,235.32 within 30 days of the date of this Order. Payment pursuant to these orders shall be made to the Code Enforcement Division.
4. If Respondents fail to pay the \$10,235.32 in full within the 30 days as ordered, Yuba County Code Enforcement shall submit the amount to the Yuba County Tax Collector's Office and the amount shall be placed as a special tax assessment. In addition, a Notice of Abatement Lien shall be filed with the Yuba County Recorder's Office.
5. Where no payment is made or received by the Code Enforcement Division and Notice of Abatement Lien is recorded and a special Tax Assessment is placed, monies recovered shall have 90% of the total amount paid deposited into Trust Account 254-0000-371-98-99 and 10% of the total amount deposited into Trust Account 256-0000-371-98-99.

6. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.
7. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
8. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90th day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30th day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

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

AYES:

NOES:

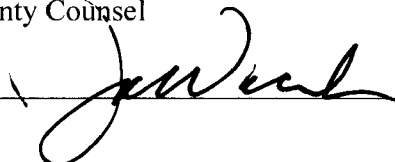
ABSENT:

ABSTAIN:

Chairperson of the Board of Supervisors County
of Yuba, State of California

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel



The County of Yuba

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

AUGUST 25, 2015



The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 9:39 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Randy Fletcher. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Griego presided.

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

MOTION: Move to approve MOVED: John Nicoletti SECOND: Andrew Vasquez

AYES: John Nicoletti, Andrew Vasquez, Roger Abe, Mary Jane Griego, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

A. Administrative Services

1. (374-0815) Adopt resolution authorizing submittal of application, allocation of funds, and grant with the Department of Transportation for Airport Improvement Program and authorizing County Administrator to execute. Adopted Resolution No. 2015-84, which is on file in Yuba County Resolution Book No. 46.

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. Approved.
2. (376-0815) Reappoint James F. Purcell to Plumas Lake Specific Plan Design Review Committee for a term to end August 25, 2016. Approved.

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. Adopted Resolution No. 2015-85, which is on file in Yuba County Resolution Book No. 46.

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. Adopted Resolution No. 2015-86, which is on file in Yuba County Resolution Book No. 46.
2. (379-0815) Approve agreement with California Statewide Automated System Consortium for intake enhancement of customer service center and authorize Chair to execute. Approved.
3. (380-0815) Approve Memorandum of Understanding with Sutter-Yuba Mental Health for California Work Opportunity and Responsibility to Kids and authorize Chair to execute. Approved.
4. (381-0815) Approve grant agreement with California Department of Public Health for Immunization Local Assistance and authorize Chair to execute documents required. Approved.

IV. SPECIAL PRESENTATION

- A. (382-0815) Present proclamation honoring Hmong History Month September 2015. (Five minute estimate) Supervisor Vasquez read and presented the proclamation to Col. John Thao.

V. PUBLIC COMMUNICATIONS: Col. John Thao invited all to attend Hmong History Month celebration at the State Capital on September 2, 2015 at 10:00 a.m.

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) Director Doug McCoy briefly recapped and introduced OpTerra Energy Services Senior Manager Ashu Jain. Mr Jain recapped the following and responded to Board inquiries:
 - Scope of Work
 - ♦ Project size
 - ♦ Project maintenance and panel cleaning
 - Preliminary Financial Analysis
 - Project Benefits

Mr. Jeff Small, Capitol PFG, provided an overview of the funding plan:

- Clean Renewable Energy Bonds (CREBs)
- Interest and savings for 15-year and 20-year term loan
- Project costs and savings

County Administrator Robert Bendorf responded to specific inquiries regarding preferred funding terms and requested a certain amount of annual savings set aside as a reserve account for panel replacement and repair.

MOTION: Move to adopt resolution, approve 20-year loan term as preferred, and establish a reserve account for repair and replacement MOVED: John Nicoletti SECOND: Andrew Vasquez
 AYES: John Nicoletti, Andrew Vasquez, Roger Abe, Mary Jane Griego, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

By roll call vote, the Board adopted Resolution No. 2015-87, which is on file in Yuba County Resolution Book No. 46.

B. Board of Supervisors

1. (385-0815) Receive presentation from Sacramento Area Council of Government (SACOG) on the Sacramento Regional Agricultural Infrastructure Project and provide staff direction as appropriate. (Thirty minute estimate) SACOG Program Manager David Shabazian recapped the following and responded to Board inquiries:

- Rural Urban Connections Strategy (RUCS)
- Regional Planning: Urban and Rural
- Land Use Models
- Food system analysis
- Local Food Systems Gaps

SACOG Planner Garrett Ballard-Rosa recapped the following:

- Food Hub Prototype facility
- Sacramento Valley Food Hub - fresh produce facility
- Operations Phasing
- Processing line
- Application of RUCS Tool in Yuba County
- Existing Agricultural Assets
 - ♦ Soil, Water, Experience, Value
- Future Opportunities
 - ♦ Local Markets - rising demands of local grown foods
- Scenario Analysis
- Agriculture Cluster Economic Multiplier Study
- Urban Development and Agricultural
- Economic and fiscal benefits of Yuba County's Agricultural Conservation

President and Chief Executive Officer Lon Hatamiya, The Hatamiya Group, responded to inquiries from Supervisor Vasquez.

The following individual spoke: President John Munger, Yuba Sutter Farm Bureau

Following Board discussion direction provided to staff to review barriers to project and work towards eliminating them.

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) County Administrator Robert Bendorf recapped findings, response, and recommendations.

Owner-Operator Blue Sky, Dave Jewell responded to inquiries regarding ultra lights at the Yuba County Airport.

MOTION: Move to approve MOVED: John Nicoletti SECOND: Andrew Vasquez
 AYES: John Nicoletti, Andrew Vasquez, Roger Abe, Mary Jane Griego, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

2. (387-0815) Adopt resolution approving County of Yuba Operational Area Emergency Operations Plan. (Ten minute estimate) County Administrator Robert Bendorf recapped.

MOTION: Move to adopt MOVED: John Nicoletti SECOND: Randy Fletcher
 AYES: John Nicoletti, Andrew Vasquez, Roger Abe, Mary Jane Griego, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2015-88, which is on file in Yuba County Resolution Book No. 46.

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)

MOTION: Move to approve MOVED: John Nicoletti SECOND: Andrew Vasquez
 AYES: John Nicoletti, Andrew Vasquez, Roger Abe, Mary Jane Griego, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

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

- 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) Chair Griego opened the public hearing. No one came forward.

MOTION: Move to close public hearing, waive reading, and adopt ordinance
 MOVED: Andrew Vasquez SECOND: Randy Fletcher
 AYES: John Nicoletti, Andrew Vasquez, Roger Abe, Mary Jane Griego, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

By roll call vote, adopted Ordinance No. 1546, which is on file in Yuba County Ordinance Book No. 24.

- 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) Chair Griego opened the public hearing. No one came forward.

MOTION: Move to close public hearing, waive reading, and adopt ordinance
 MOVED: John Nicoletti SECOND: Andrew Vasquez
 AYES: John Nicoletti, Andrew Vasquez, Roger Abe, Mary Jane Griego, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

By roll call vote, adopted Ordinance No. 1547, which is on file in Yuba County Ordinance Book No. 24.

- 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) Chair Griego opened the public hearing. No one came forward.

MOTION: Move to close public hearing, waive reading, and adopt ordinance

MOVED: John Nicoletti SECOND: Andrew Vasquez

AYES: John Nicoletti, Andrew Vasquez, Mary Jane Griego, Roger Abe, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

By roll call vote, adopted Ordinance No. 1548, which is on file in Yuba County Ordinance Book No. 24.

- 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) County Administrator Robert Bendorf recapped the franchise agreement related to rate increases, reviewed rate increase adjustments, and responded to Board inquiries.

Ms. Jackie Sillman and General Manager Mike Leggins, Recology, responded to Board inquiries.

Regional Waste Management Authority Director Steve Martin recapped refuse rate increase.

Chair Griego opened the public hearing. No one came forward.

MOTION: Move to close the public hearing and adopt

MOVED: Roger Abe SECOND: John Nicoletti

AYES: John Nicoletti, Andrew Vasquez, Roger Abe, Mary Jane Griego, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2015-89, which is on file in Yuba County Resolution Book No. 46.

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 Received.
- 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. Received.

IX. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Nicoletti:

- Memorial Adjournment - Ms. Sara Easton
- Hogs and Hula Event at Sycamore Ranch Park, August 22, 2015
- Hmong History Month

Supervisor Abe: Challenged local Boards/Councils to contribute to Kiwanis to help with loss at Hogs and Hula Event

Supervisor Fletcher: Various Water Board meetings

Supervisor Griego:

- Memorial Adjournments - Mrs. Ella Mae Gothrow and Mr. Bill Bellflower
- SACOG meeting August 2, 2015
- CaLAFCO Annual Conference and nominations for leadership, project of the year
- Marysville Joint Unified School District fundraiser to restore ROTC Program at Lindhurst High School and a letter of support

RECESS to 3:00 P.M. The Board recessed at 12:25 p.m. and reconvened at 3:05 p.m. with all present as indicted above.

A. (392-0815) Receive information on Agricultural Buffer and provide staff direction as appropriate. (Sixty minute estimate) Community Development Kevin Mallen and Planning Director Wendy Hartman recapped history of Magnolia Ranch's approval in the 2030 General Plan, completion of project, and adoption of the Development Code; and is not in compliance with the Development Code.

Following Board discussion on agricultural buffers relating specifically to Magnolia Ranch, County Counsel advised the item would have to be re-agendized for a future meeting.

Following additional discussion the Board recessed at 3:36 p.m. and returned at 3:54 p.m. with all member present as indicated above.

The Chair advised this item has been scheduled for September 1, 2015 at 4:30 p.m.

X. ADJOURN 3:55 p.m. in honor of Ms. Sara Easton, Mrs. Ella Mae Gothrow, and Mr. William "Bill" Bellflower.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

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



409-0915

BUILDING
749-5440 • Fax 749-5818


CODE ENFORCEMENT
749-5455 • Fax 749-5484

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

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: Michael Lee, Director of Public Works 
Subject: Hammon Grove Park Caretaker Agreement
Date: September 15, 2015

Recommendation

Approve the Hammon Grove Park Caretaker Agreement with Samuel & Debbie DeWitt for the term of one year.

Background

Mr. Dale Everett is currently completing his term as the Hammon Grove Park Caretaker. Public Works was recently approached by Samuel & Debbie DeWitt who expressed interest in becoming the Hammon Grove Park caretaker. Public Works believes that the DeWitts will fit the role well.

Discussion

The DeWitts have passed a background check and have provided the necessary insurance documents. They are ready and excited to move their trailer to Hammon Grove Park and start their new role.

Committee Action

The Land Use and Public Works Committee was bypassed as the terms of the agreement were previously approved by your Board.

Fiscal Impact

The Hammon Grove caretakers are voluntary positions and do not provide financial compensation. The County will continue to recognize a significant cost savings by not having to pay overtime to employees for opening and closing the parks daily.

**CARETAKER MAINTENANCE AGREEMENT
HAMMON GROVE PARK**

This Caretaker Maintenance Agreement, (hereinafter referred to as "Agreement") is made and entered into by and between the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **SAMUEL & DEBBIE DEWITT**, independent contractor(s), (hereinafter referred to as "CARETAKER"), this 1st day of September, 2015.

WHEREAS, COUNTY is the owner of all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows:

Hammon Grove:

That portion of the north ½ of Section 22, Township 16 north, Range 5 east, Mount Diablo Base and Meridian, beginning at a point on the southerly right of way line of California State Highway, Yuba-15-A, from which point the west quarter corner of said Section 22 bears S. 74d 10' 50" W. 1622.47 feet; thence from said point of beginning along a curve to the right from a tangent that bears S. 88d 39" 04" E. with a radius of 4450 feet, through an angle of 3d 20' 34" a distance of 259.62 feet (the chord of which bears S. 86d 58' 47" E. 259.61 feet); thence along the southerly right of way line of said State Highway S. 85d 18' 30" E. 766.98 feet; thence S. 23d 51' 15" W. 74.98 feet; thence S. 52d 02' 45" W. 559.05 feet; thence S. 69d 12' 30" N. 309.70 feet; thence N. 23d 41' 30" W. 653.92 feet to the point of beginning, containing 7.87 acres more or less.

WHEREAS, COUNTY has leased in the past, intends to lease in the future, and ultimately intends to acquire title from the United States Bureau of Land Management, the following real property situated in the County of Yuba, State of California, and more particularly described as follows:

Lots 5 and 8 of Section 22, Township 16 North, Range 5 East, M.D.M. according to Dependent Resurveys by the United States Department of the Interior, Bureau of Land Management, accepted July 24, 1997.

For purposes of this Agreement, both of the above parcels are referred to as the "Park Property."

WHEREAS, said Park Property is devoted to and held for ultimate use for park and recreation purposes; and, thus, County is empowered under the provisions of Section 25536 of the California Government Code to enter into management and operation agreements involving all or any portion of said property without complying with the provisions of Title 3, Division 2, part 2, Chapter 5, Article 8 (commencing with Section 25520) of the California Government Code; and

WHEREAS, COUNTY desires to protect the Park Property from vandalism and theft and desires to enhance the park for recreational purposes for the benefit of the public; and

WHEREAS, CARETAKER'S presence on the Park Property will further the purpose of enhancing the park for recreational purposes for the benefit of the public and the County will provide provisions rent free for the CARETAKER to carry out this role.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

TERMS AND CONDITIONS

1. CONDITION OF AGREEMENT

This Agreement is subject to the provisions of that certain deed, dated March 1, 1948, executed by Yuba Consolidated Gold Fields, conveying title of the Park Property to County which requires the COUNTY to use the Park Property solely for recreational purposes for the benefit of the public. COUNTY AND CARETAKER hereby warrant that this agreement is executed for the purpose of enhancing recreational uses as a benefit to the public and CARETAKER agrees to use the Park property consistent therewith.

This Agreement is further subject to the provisions of Chapter 8.79 of Title VIII of the Yuba County Ordinance Code which governs the use of Hammon Grove Park, and CARETAKER warrants and certifies that it has read, is familiar with, and understands the provisions of Chapter 8.79.

2. TERM OF AGREEMENT

The term of this Agreement shall continue in effect from the date hereinabove written for a period of 1 YEAR. COUNTY grants to CARETAKER an option to renew this Agreement, subject to renegotiation as to the terms, conditions, and consideration, for an additional 1 YEAR. In the event CARETAKER desires to exercise the option herein granted, it shall notify COUNTY, in writing, by registered mail, at least 60 DAYS prior to the expiration of the initial term. In the event, CARETAKER fails to so notify COUNTY as hereinabove provided, then and in that event, the option shall be null and void. In the event COUNTY and CARETAKER are unable to agree upon the terms, conditions, and consideration for the renewal period at least 30 DAYS prior to expiration of the initial term, then the option shall be null and void.

In the event the lease between the Bureau of Land Management and the County of Yuba is canceled or otherwise terminated and the COUNTY does not acquire title to the leased property, then this Agreement shall remain in effect only with respect to property owned by the County of Yuba.

3. CONSIDERATION

Caretaker shall receive no financial compensation from County as a result of this agreement.

A. CARETAKER shall provide the following described services upon the Park Property:

1. Caretaker must be 21 years of age or older and reside on the premises with no more than 1 additional person. If an additional person resides with Caretaker,

that additional person must be at least 21 years of age. Caretaker to provide a self-contained recreational vehicle no longer than 40 feet and no wider than 9 feet and said vehicle shall be properly registered and insured. Tents or tent type campers will not be permitted. No other structures, corrals, pens or cages will be constructed. Upon completion of the contract the area will be vacated and left clean. The County will not be responsible for any costs incidental to moving onto, setup or moving away from the site.

2. Caretaker shall provide their own transportation at no expense to the County in the performance of the duties required. All vehicles used by Caretaker shall be properly registered and insured.
3. Open the park daily thirty (30) minutes before sunrise and close the park no later than thirty (30) minutes after sunset.
4. Maintain toilet facilities daily to assure cleanliness and adequate hygiene supplies.
5. Water grass areas and trees per watering schedule.
6. Post park reservation schedules.
7. Maintain watchful care over the park property, buildings and equipment and contact the appropriate police, fire protection agency, and/or Yuba County authorities when the need arises.
8. Check and clean park daily.
9. Empty trash receptacles as necessary
10. Maintain presentable personal appearance during open park hours and when in contact with the public. Caretaker will wear a shirt, pants (or shorts), footwear and nametag (to be worn during open park hours).
11. Perform the duties of Rodney Drumm and Laura Kellogg, the caretakers for Sycamore Ranch, in their absence.

B. COUNTY shall provide the following described services and materials to the CARETAKER upon the Park Property for the execution of his/her duties as detailed above:

1. Recreational vehicle facilities for the caretaker to include a paved auto parking area at Hammon Grove Park, level pad for a recreation vehicle not longer than 40 feet and no wider than 9 feet, non-potable water, sewer and 110-volt electrical hookups.

2. Supplies necessary to keep the restrooms clean, trash bags for receptacles.
3. Phone for caretakers use, local access only and an answering machine for messages.
4. High speed internet access to accommodate email correspondence with the office.
5. Caretaker nametag.

4. INSURANCE

Prior to rendering services provided by the terms and conditions of this Agreement, COUNTY shall acquire and maintain during the term of this Agreement, general liability insurance coverage for CARETAKER. CARETAKER is responsible for covering automobile liability for CARETAKER'S vehicles(s) and trailer. The limits of insurance herein shall not limit the liability of the CARETAKER hereunder.

4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement.

4.2 MINIMUM SCOPE OF INSURANCE. COUNTY shall procure insurance covering general liability for CARETAKER. CARETAKER is responsible for covering automobile liability for CARETAKER'S vehicle(s) and trailer. Coverage shall be at least as broad as:

- a. Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the COUNTY Risk Manager prior to acceptance of the Agreement.
- b. Insurance Services Office Business Auto Coverage form Number CA 0001 0187 covering Automobile Liability, code I "any auto" and Endorsement CA 0029.

4.3 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain the following provisions:

a. General Liability and Automobile Liability Coverage's.

- (i) The COUNTY and its officers, employees and volunteers are to be covered as insured with respect to: liability arising out of automobiles owned, leased, hired or borrowed by or on the behalf of the CARETAKER; and with respect to liability arising out of work or operation performed by or on behalf of the CARETAKER; including materials, parts or equipment furnished in connection with such work

or operations. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

- (ii) The CARETAKER'S insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers and any other insured's under this Agreement. Any insurance or self-insurance maintained by the County, its officials, employees and volunteers or other insured shall be excess of the CARETAKERS insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees and volunteers or other insureds under this agreement.
- (iv) The insurance policy required by this clause shall be endorsed to state that the CARETAKER'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.

4.4 ACCEPTABILITY OF INSURERS. CARETAKER'S insurance is to be placed with insurers with a current A.M. Best's rating of not less than that of A:VII. It is understood that the COUNTY shall self insure for general liability exposure.

4.5 MINIMUM LIMITS OF INSURANCE.

1. COUNTY shall maintain limits no less than:

a. Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

2. CARETAKER shall maintain limits no less than:

a. Automobile Liability: \$100,000 combined single limit per accident for bodily injury or property damage.

4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be

declared to and approved by the COUNTY. At the option of the COUNTY either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officials, employees and volunteers; or, the CARETAKER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.8 VERIFICATION OF COVERAGE.

a. CARETAKER shall furnish COUNTY with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsements(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsements(s) are to be on forms approved by the COUNTY before CARETAKER may reside on Park Property. COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

b. CARETAKER shall not reside on Park Property under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CARETAKER has delivered the certificate(s) of insurance and endorsements(s) to COUNTY as previously described. If CARETAKER shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CARETAKER to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CARETAKER shall be for a period of time sufficient to cover the term of the Agreement. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, CARETAKER will deliver to COUNTY certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

5. IMPROVEMENTS AND ALTERATIONS

Any improvements, modifications, attachments and appurtenances made to the premises by CARETAKER shall become the sole and exclusive property of COUNTY on termination of this Agreement. Any alterations or improvements shall be done at the expense of the CARETAKER and are permitted only with the prior written consent and approval by the COUNTY of plans and specifications submitted by CARETAKER. No allowance will be granted by COUNTY for CARETAKER'S costs of improvements except by specific written agreement approved in advance. Any such agreement shall become a part of this Agreement.

CARETAKER shall submit, prior to the commencement of construction of any improvement, fixture or appurtenance, a development plan, showing the location, type of construction and external appearance of said facility or facilities. The development plan shall be submitted to and approved by the Yuba County Board of Supervisors. All improvements shall conform to and comply with the development plan as approved.

6. MAINTENANCE

CARETAKER shall maintain all property situated on the Park Property in a safe, clean and orderly manner, including any improvements made subsequent to the commencement of the Agreement. In addition, CARETAKER shall surrender the premises in good and sanitary conditions, excepting reasonable wear and tear.

7. USE OF PREMISES

The Park Property shall be used, occupied and conducted exclusively as and for a public park. CARETAKER agrees not to use or permit the use of the premises in any illegal manner, and further agrees that it will not conduct any business in violation of Federal, State or County laws, rules or regulations or in such a manner as to interfere with use of the general premises by COUNTY, the public, or other occupants or to create a nuisance thereon.

8. INSPECTION

COUNTY shall have the right to inspect the Park Property at any reasonable time. In the event of fire or other imminent catastrophe, COUNTY, or its agents shall have the right to force entry at any time.

9. NO AGENCY, EMPLOYEE, OR REPRESENTATIVE RELATIONSHIP

For all purposes arising under this Agreement, CARETAKER and each and every employee, agent, servant, partner, shareholder, contractor, and subcontractor of CARETAKER shall not be for any purpose of this Agreement, an employee, agent, or representative of COUNTY. The following shall apply under this Agreement:

A. CARETAKER shall determine the method, details and means of performing the services to be provided by CARETAKER as described in this Agreement.

B. CARETAKER shall be responsible to the COUNTY for the requirements and results specified by this Agreement and shall not be subject to the COUNTY'S control with respect to the means, method, physical actions or activities of CARETAKER in fulfillment of the services to be provided by CARETAKER.

C. CARETAKER is not, and shall not be entitled to receive from, or through the COUNTY and COUNTY shall not provide, or be obligated to provide, the CARETAKER with Worker's Compensation coverage, unemployment insurance coverage or any other type of employee or workers insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D. CARETAKER shall not be entitled to have the COUNTY withhold or pay and COUNTY shall not withhold or pay, on behalf of the CARETAKER, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity or disability program required or provided

by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

E. CARETAKER shall not be entitled to participate in, or receive any benefit from, or make any claim against, or fringe benefit program, including, but not limited to, COUNTY'S pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY'S employees

F. COUNTY shall not withhold or pay, on behalf of CARETAKER, any federal, state or local tax, including, but not limited to, any personal income tax, owed by CARETAKER.

G. CARETAKER shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY or any of COUNTY'S departments, agents, or employees in any way without the written consent of the COUNTY.

10. POSSESSORY INTEREST

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. For all purposes of compliance by COUNTY with the provisions of the California Revenue and Taxation Code, 107.6, this recital shall be deemed full compliance by the County of Yuba. All questions of initial determination of possessory interest and evaluation of such interests, if any, shall be the responsibility of the Yuba County Assessor. A taxable possessory interest may be created by this Agreement. Such an interest may be subject to property taxation if created; and the party in whom such an interest is vested shall be subject to the payment of property taxes levied on such an interest.

11. TAX LIABILITY

CARETAKER agrees to pay all federal and state employment, income, or other taxes which may arise as a result as of this Agreement, and to indemnify the COUNTY in the event COUNTY is found liable for payment of any such tax on behalf of CARETAKER.

12. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assigned, either in whole or in part, nor shall use of the property or any portion thereof be assigned without prior written consent of COUNTY. Any attempted assignment in violation of this paragraph is void. The use of a subcontractor or assignee shall not relieve CARETAKER of any of its obligations under this Agreement and CARETAKER shall be as responsible for the activities of any subcontractor or assignee as it is for its own activities.

13. HOLD HARMLESS

CARETAKER shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or

claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CARETAKER, in the performance of services rendered under this Agreement by CARETAKER, or any of CARETAKER'S officers, agents, employees, contractors, or subcontractors.

14. NATURAL DISASTERS

CARETAKER acknowledges they are aware that portions of Park Property are subject to flooding and are at risk for potential forest fires. COUNTY will not be responsible for any damages or injuries to CARETAKER or CARETAKER'S property resulting from such disasters.

15. CONDEMNATION

In the event of the taking of either the whole or part of the Park Property by any public authority or entity under eminent domain, or similar statutes, the COUNTY, at COUNTY'S election, may terminate this Agreement forthwith, and CARETAKER shall have no right to participate in any of the compensation generated by said eminent domain proceedings.

16. TERMINATION

The COUNTY, in its sole discretion, may terminate this Agreement without cause and require the removal of the CARETAKER from park property upon ten (10) days written notice.

17. NON-DISCRIMINATION

Throughout the duration of this Agreement, CARETAKER shall not unlawfully discriminate against any employee of the CARETAKER or of the COUNTY or applicant for employment or for services or any member of the public because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. CARETAKER 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. CARETAKER 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. CARETAKER shall also abide by the Federal Civil Rights Acts of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CARETAKER shall give written notice of its obligations under this clause in any labor agreement. CARETAKER shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

18. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990

In addition to application of the non-discrimination provision of this Agreement, above, CARETAKER 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, members of the public, or recipients of services.

19. 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.

20. COMPLETENESS OF INSTRUMENT

This Agreement 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.

21. SUPERSEDED 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.

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.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the objective 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.

24. PARTIAL INVALIDITY

If any term, covenant, phrase, 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.

25. 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.

26. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

27. 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.

28. CONFLICT OF INTEREST

Neither an employee of COUNTY whose position with COUNTY enables such employee to influence the award of this Agreement or any competing agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CARETAKER herein, or have any other direct or indirect financial interest in this Agreement.

29. NOTICES

All notices and demands of any kind which either Party may require or desire to service 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:

COUNTY:

Michael Lee, Director of Public Works
County of Yuba Public Works Department
915 8th Street, Suite 125
Marysville, CA 95901

With a copy to:

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

CARETAKER(S):

Samuel & Debbie Dewitt
Hammon Grove Park
5560 Highway 20
Browns Valley, CA 95918

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

COUNTY OF YUBA

CARETAKER(S)

By _____
Mary Jane Griego, Chair
Yuba County Board of Supervisors

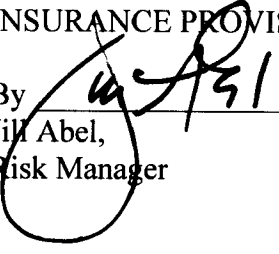


Samuel Dewitt



Debbie Dewitt

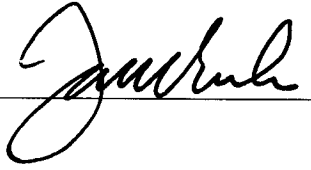
INSURANCE PROVISIONS APPROVED

By 

Jill Abel,
Risk Manager

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:
ANGIL MORRIS -JONES
COUNTY COUNSEL



FIFE INSURANCE SERVICE
PO BOX 427
GRIDLEY CA 95948-0427

July 30, 2015

Policy Number: A2819597

24-Hour Claims: 1-800-332-3226

Policy Service: (530) 846-6251

Online Account Services: www.safeco.com**THIS IS NOT A BILL.**

SAM J DEWITT
DEBBIE L DEWITT
PO BOX 1120
OREGON HOUSE CA 95962-1120

Thank you for allowing us to continue serving your insurance needs.

To ensure you are receiving the best coverage and value available, the following changes have been made to your 12-month automobile policy, including those requested by you or your agent or broker and those required to be reviewed by the state of California:

2014 KIA SOUL

- The Bodily Injury limits are changed from \$25,000/\$50,000 to \$100,000/\$300,000.
- The Property Damage limit is changed from \$25,000 to \$100,000.
- The Uninsured/Underinsured Bodily Injury limits are changed from \$25,000/\$50,000 to \$100,000/\$300,000.

1991 CHEVROLET K1500

- The Bodily Injury limits are changed from \$25,000/\$50,000 to \$100,000/\$300,000.
- The Property Damage limit is changed from \$25,000 to \$100,000.
- The Uninsured/Underinsured Bodily Injury limits are changed from \$25,000/\$50,000 to \$100,000/\$300,000.

This change is effective August 1, 2015. Please place this letter with your insurance policy. Information on coverages and limits can be found on the revised Declarations page, enclosed.

The additional premium for this change is \$45.43. The billing for this amount will be explained on your next billing statement.

If you have any questions or wish to make any changes to your policy, you can do so by calling your agent at (530) 846-6251.

PLEASE SEE REVERSE
SAFECO INSURANCE COMPANY OF AMERICA

0009072000000172819597424

2424



· We appreciate the opportunity to serve you. Thank you.

(409-0915) Appro... - 16 of 18

Personal Lines Underwriting

FIFE INSURANCE SERVICE
PO BOX 427
GRIDLEY CA 95948-0427

July 30, 2015

Policy Number: A2618836

24-Hour Claims: 1-800-332-3226

Policy Service: (530) 846-6251

Online Account Services: www.safeco.com**THIS IS NOT A BILL.**

SAM J DEWITT
DEBBIE L DEWITT
PO BOX 1120
OREGON HOUSE CA 95962-1120

Thank you for allowing us to continue serving your insurance needs.

To ensure you are receiving the best coverage and value available, the following changes have been made to your 12-month automobile policy, including those requested by you or your agent or broker and those required to be reviewed by the state of California:

1965 FORD PICKUP

- The Bodily Injury limits are changed from \$25,000/\$50,000 to \$100,000/\$300,000.
- The Property Damage limit is changed from \$25,000 to \$100,000.
- The Uninsured/Underinsured Bodily Injury limits are changed from \$25,000/\$50,000 to \$100,000/\$300,000.

1975 FORD F250 PICKUP

- The Bodily Injury limits are changed from \$25,000/\$50,000 to \$100,000/\$300,000.
- The Property Damage limit is changed from \$25,000 to \$100,000.
- The Uninsured/Underinsured Bodily Injury limits are changed from \$25,000/\$50,000 to \$100,000/\$300,000.

This change is effective August 1, 2015. Please place this letter with your insurance policy. Information on coverages and limits can be found on the revised Declarations page, enclosed.

The additional premium for this change is \$106.84. The billing for this amount will be explained on your next billing statement.

If you have any questions or wish to make any changes to your policy, you can do so by calling your agent at (530) 846-6251.

PLEASE SEE REVERSE
SAFECO INSURANCE COMPANY OF AMERICA

0009072000000172618836963

963



We appreciate the opportunity to serve you. Thank you.

(409-0915) Appro... - 18 of 18

Personal Lines Underwriting

The County of Yuba

(410-0915) Award... - 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, MD, MPH
Health Officer
Phone: (530) 749-6366

410-0915

TO: Board of Supervisors
Yuba County

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

DATE: September 15, 2015

SUBJECT: Board of Supervisors Approval and Authorization to Award Contracts for Counseling, Therapeutic and/or Evaluation Services and for the Chair to Execute the Service Agreements

RECOMMENDATION: It is recommended that the Board of Supervisors approve and authorize the award of the Health and Human Services Department (HHSD) contracts for counseling, therapeutic and/or evaluation services for children and families of the Child Welfare Services Division (CWS) program to: Pannell Counseling Services, Wendy Lyle, Ph.D., and Edward Prothero, LMFT. It is further recommended that the Chair of the Board be authorized to execute, on behalf of the County of Yuba and upon review and approval of County Counsel, the resultant counseling and therapeutic service agreements and to amend such agreements as necessary

BACKGROUND: The County is required to provide counseling, therapeutic, and/or evaluation services to qualified children and families in the CWS program. On June 23, 2015, the Board approved the Request for Proposals submitted by HHSD to solicit proposals from interested and qualified licensed professionals to provide counseling, therapeutic, and/or evaluation services to children, parents, and families of CWS.

DISCUSSION: HHSD received several proposals from qualified licensed professionals to provide counseling, therapeutic, and/or evaluation services to children, parents, and families of CWS. Upon review of the submitted proposals, the three professionals named above received the highest score and HHSD would like to contract with those professionals.

COMMITTEE: The Health and Human Services Committee was by-passed as the Request for Proposals was approved by the Board on June 23, 2015.

FISCAL IMPACT: Approval of this authorization will not impact County General Funds. The administrative responsibilities of the Department are mandated by State and Federal law and are funded with State and Federal dollars.

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The County of Yuba

(417-0915) Appro... - 1 of 8

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



417-0915
Dr. Nichole Quick, MD, MPH
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director *[Signature]*
John Corniel, Program Manager *[Signature]*
Health & Human Services Department

DATE: September 15, 2015

SUBJECT: County Purchase YB-02-2015 Agreement - FACTs

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 would like to purchase two (2) Facilitate and Control Tablets (FACT) for use by HHSD reception staff.

DISCUSSION: FACTs will provide the mobility of a wireless barcode reader and the customizable check-in functionality of a kiosk which will, among other things, allow staff to check-in clients, verify client cases by entering case numbers using the touch screen or using the clients EBT/BIC card in the magnetic card reader.

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

FISCAL IMPACT: The total charges of \$69,080 associated with this County Purchase will be incurred during State Fiscal Years 2015/16 through 2019/20. Operation and maintenance of the FACTs will be funded based on a shared ratio of federal, state and county funds as established in the JPA and MOU. Approval of this Agreement will not impact County General Funds.

California SAWS Consortium IV



County Purchase YB-02-2015 Yuba County -Facilitate and Control Tablets (FACT)



I. Overview:

Yuba County ("County") would like to purchase two (2) Facilitate and Control Tablets ("FACT") for use in the lobby of its existing non-managed office located at 5730 Packard Ave., Suite 100 in Marysville, CA. This County Purchase also includes Administrative charges for equipment installation as well as ongoing Production Operations charges for enhanced central support. The scope of this County Purchase includes the following:

- **Hardware Charges**
 - (2) HP ElitePad 1000 G2 w/64GB/NO NFC:
 - Intel® Atom® Z3795 (1.6 GHz)
 - Intel® HD Graphics
 - Windows 8.1 Pro 64
 - 4 GB 1067 MHz LPDDR3 Memory
 - 64 GB embedded Multi Media Card (eMMC)
 - 2.1 MP (1080) Front-facing Camera; 8MP Rear-facing Camera w/LED Flash
 - Supports micro SDXC cards up to 2 TB
 - 10W Smart nPFC AC Adapter
 - 2-cell (30 WHr) Polymer battery
 - NFC Module NOT included
 - (2) California Monitor Recycling Fee
 - (2) HP Retail Jacket for ElitePad No Batt
 - (2) HP ElitePad Jacket Battery
 - (2) HP Retail Expansion Dock for ElitePad US
 - (2) Zebra QLn220 Plus Portable Printer with 802.11 (-includes 1 year of hardware support)
 - (2) Zebra Lithium-ion Fast Charger
 - (2) Zebra Shoulder Strap
 - (2) Zebra Z-Perform 1000D Receipt Labels (2-inch x 80 feet, 36 rolls per case)
 - (1) Cisco 2504 Wireless LAN Controller with 5 AP Licenses
 - (2) Cisco 802.11a/g/n Wireless Access Point
 - (2) Cisco Aironet 1250 Power Injector
- **Hardware Support Charges**
 - (2) HP ElitePad 1000 G2 3y Accidental Damage Protection/Next Business Day On-site Notebook Only
 - (2) Zebra QLn220 Plus Portable Printer - Additional 2 Years of Hardware Support
 - (1) Cisco 2504 Wireless LAN Controller 3 Years of 8x5xNBD HW Support
 - (2) Cisco 802.11a/g/n Wireless Access Point 3 Years of 8x5xNBD HW Support



- Administrative Charges
- Operations Charges
 - One Time Charges
 - Recurring Charges

General Assumptions:

- The Total Cost is an estimate and is subject to changes at the time of ordering. The estimate includes shipping/handling and taxes as appropriate. The final cost will be provided to the Consortium at the time of invoicing.
- The FACTs on this order are intended for the lobbies of one (1) of its existing non-managed sites. The County has determined the sites where these two (2) FACTs will be deployed are as follows:

Site Name	Site Address	Quantity of FACTs	Quantity of Managed FACTs
Packard Office	5730 Packard Ave., Suite 100 Marysville, CA 95901	2	0
Total		0	0

- New equipment will initially be sent to the C-IV Remote Depot in Rancho Cordova, California where Contractor staff will asset-tag and load the FACTs with the appropriate applications. Once those activities have been completed, Contractor will transport the equipment to Yuba County for installation.
- Taxes for equipment items were estimated at a rate of 8.50% based on the initial shipping location of Rancho Cordova, California.
- Hardware, Hardware Support and Administrative Charges will be invoiced in full upon receipt of hardware acceptance. These charges will be invoiced to the County for State Fiscal Year 2015/16.
- Administrative charges are for Contractor staff to provide for the following:
 - Configure and install wireless network infrastructure equipment for one (1) wireless access systems for the selected site to enable wireless connectivity.
 - Enablement of wireless connectivity does not include the following:
 - Permits, bonds and/or fees;
 - Hazardous material abatement;
 - Independent testing fees other than specified;
 - Electronic voice/ data connectivity equipment (i.e. network components or phone systems);
 - Network drops to access points;
 - Electrical cabling;



- Facility remediation;
- Heating, ventilation, and air conditioning;
- Outside plant conduit installation or repair;
- Trenching in, restoration of, cutting, or patching of asphalt, concrete, or landscape.
- Configure and load applications for two (2) FACTs.
- Provide up to eight (8) hours of FACT Flow Design Support per site, prior to deployment of the FACT. Although Contractor assistance will be provided to the County, the County will fully own the responsibility of defining and creating the process flows for the application on the FACTs.
- Provide up to eight (8) hours of on-site support per site following deployment of the FACTs on this order.
- One (1) resource will be available to the County for one (1) business day, eight (8) hours per day, for a maximum of eight (8) hours per site.
- Contractor staff will work with the County to develop a schedule for providing support following approval of this County Purchase.
- Although the County utilizes a Point of Presence (PoP) Network Model to access the C-IV network, the wireless devices on this County Purchase will utilize existing infrastructure for the Customer Service Center at the same site. Therefore no additional WAN charges are included in this County Purchase.
 - The existing WAN will provide sufficient bandwidth for the FACT Tablets on this order. Any additional deployments of Lobby Management equipment to this site may require additional T1 lines and result in additional WAN Administration Charges. These charges would be provided to the County in a separate County Purchase.
- Yuba County will be responsible for all monthly recurring Production Operations charges for Enhanced Central Support for the two (2) FACTs on this order.
 - Recurring charges will apply to the FACTs once deployed and in use. Charges will be invoiced in monthly arrears and are estimated to commence on October 1, 2015 and run through October, 31, 2019.
 - Enhanced Central Support includes service requests being transferred directly to Level 3 Support.
 - Enhanced Central Support excludes any enhancements to the C-IV custom applications for the FACTs.
- An installation schedule will be provided to the County for approval following approval of this County Purchase.
- Hardware support costs are estimated to increase at 5% per year after the initial term. The County will only be invoiced for actual costs of renewal of support.
- The County must approve this County Purchase and provide the corresponding approved Advanced Planning Document (APD) by Sept 18, 2015. Otherwise, the estimates provided in this County Purchase will not be valid and a new County Purchase will be required.



- *Assumptions regarding FACTs:*
 - FACTs utilize a wireless infrastructure to allow workers to securely access C-IV.
 - FACTs will include the following equipment:
 - Retail Jacket for ElitePad No Batt
 - ElitePad Jacket Battery
 - Dual Harness Shoulder Strap
 - Retail Expansion Dock for ElitePad US
 - Zebra QLn220 Plus Portable Printer
 - Zebra Lithium-Ion Fast Charger
 - Zebra Receipt Paper
 - The Consortium will transfer ownership of all equipment for the FACTs to the County following receipt of the equipment by the County.
 - All HP ElitePad 1000 FACT Tablets are purchased with 3-year Accidental Damage Protection with Next Business Day On-Site support. This County Purchase also includes costs in State Fiscal Year 2018/19 for renewals of these Hardware Support agreements. Any hardware refreshes would be executed under a separate County Purchase.
 - All Zebra Portable Printers are purchased with 3-year hardware support agreements from the date of purchase (unless noted otherwise). This County Purchase also includes costs in State Fiscal Year 2018/19 for renewals of these Hardware Support agreements. Any hardware refreshes would be executed under a separate County Purchase.
 - All Cisco wireless LAN controllers and access points are purchased with 3-year hardware support agreements from the date of purchase (unless noted otherwise). This County Purchase also includes costs in State Fiscal Year 2018/19 for renewals of these Hardware Support agreements. Any hardware refreshes would be executed under a separate County Purchase.
 - This County Purchase includes two (2) cases of 36 rolls of receipt paper for the FACTs. Once this supply has been exhausted, the County will be responsible for the purchase and installation of replacement rolls.

II. Schedule:

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



III. Total Cost:

Total County Purchase Charges	SFY 2015/16	SFY 2016/17	SFY 2017/18	SFY 2018/19	SFY 2019/20	Total Charges
Hardware Charges	\$8,761	\$0	\$0	\$0	\$0	\$8,761
Hardware Maintenance and Support Charges	\$2,680	\$0	\$0	\$3,103	\$0	\$5,783
Software Charges	\$0	\$0	\$0	\$0	\$0	\$0
Software Maintenance and Support Charges	\$0	\$0	\$0	\$0	\$0	\$0
One Time Charges	\$0	\$0	\$0	\$0	\$0	\$0
Recurring Charges	\$6,554	\$10,028	\$10,228	\$10,423	\$4,425	\$41,658
Total Charges	\$15,315	\$10,028	\$10,228	\$10,423	\$4,425	\$49,039

V. References:

This purchase will be tracked in the C-IV Procurement Database and via Unicenter Change Orders CO4166-2015 and CO4183-2015.



COUNTY PURCHASE APPROVAL

Subject: County Purchase - YB-02-2015

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: _____

Notice Address:
5730 Packard Avenue, Suite 100
Marysville, CA 95901

Recommended for Approval:

John Smith 8/25/15
Information Technology Date

APPROVED AS TO FORM:

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

SAWS CONSORTIUM-IV JOINT POWERS AUTHORITY

By: _____
Printed Name: Thomas J. Hartman
Title: 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



(411-0915) Appro... - 1 of 80

MARYSVILLE, CA 95901

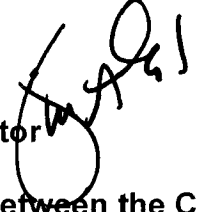
(530) 749-7860 • PHONE
(530) 749-7864 • FAX

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR

411-0915

TO: Board of Supervisors

FROM: Jill Abel, Human Resources Director 

RE: Memorandum of Understanding between the County of Yuba and the Deputy Sheriff's Association (DSA)

DATE: September 15, 2015

RECOMMENDATION

It is recommended that the Board of Supervisors authorize the Chair to sign the attached Memorandum of Understanding (MOU) between the County of Yuba and the Deputy Sheriff's Association (DSA).

BACKGROUND

The County and DSA met and conferred in good faith regarding wages, hours, and working conditions and mutually agreed to contract terms for the period beginning July 1, 2013, and ending June 30, 2016. The Agreement was approved by the Board of Supervisors on July 16, 2013. At that time the MOU and staff report was summarized and a comprehensive MOU was to be presented to the Board of Supervisors at a later date. The attached comprehensive MOU incorporates applicable terms from prior contracts, side letters of agreement and contract terms negotiated and effective July 1, 2013.

DISCUSSION

Since the time that the terms of this agreement were negotiated, there have been changes and new legal interpretations regarding the impact of the California Public Employees' Pension Reform Act (PEPRA) on CalPERS "New" member contributions. These changes have been incorporated into this comprehensive MOU. In addition to these changes, other language has been clarified or removed when it was no longer applicable.

FISCAL IMPACT

This is administrative only in that the contract terms have been previously approved and adopted.

ATTACHMENTS: DSA MOU 7/1/2013 – June 30, 2016

MEMORANDUM OF UNDERSTANDING

Between
The County of Yuba
And
The Deputy Sheriff's Association (DSA)



July 1, 2013 through June 30, 2016

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PREAMBLE

In accordance with the provisions of Government Code Section 3505, et seq., this Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the representatives of the Board of Supervisors of the County of Yuba hereby referred to as "the County" and representatives of the Deputy Sheriffs' Association (DSA), Bargaining Unit 6, hereby referred to as "DSA", having met and conferred with regard to wages, hours and other terms and conditions of employment for said DSA for the period beginning **July 1, 2013**, through **June 30, 2016**. Unless otherwise indicated herein, all provisions shall become effective **July 1, 2013**.

ARTICLE 1 DEFINITIONS AND GENERAL PROVISIONS

Section 1.01. Scope

Unless the context otherwise requires, the general provisions herein set forth govern the construction of these rules.

Section 1.02. Definitions

AGENCY SHOP means that an employee assigned to Bargaining Unit (6) must become a member of the Deputy Sheriffs' Association and pay membership dues OR decline membership as a matter of personal preference and pay an amount equal to monthly membership dues OR decline on religious grounds and pay the amount equal to the monthly membership dues to a non-profit charitable organization designated by the Union.

APPOINTING AUTHORITY means a person or group having lawful authority to appoint or remove persons from positions in County service.

BASE RATE is defined as the entry level pay of a classification on the County Classification System-Basic Salary/Hourly Schedule (Base multiplied by the 1.0000 index rate).

BOARD means the Board of Supervisors of the County of Yuba.

BUSINESS DAY means the standard operating hours of the County, typically Monday through Friday from 8 a.m. to 5 p.m.

CLASS means a position or group of positions having duties and responsibilities sufficiently similar that

The same title may be used,
The same qualifications may be required AND
The same schedule of compensation may be made to apply with equity.

CLASSIFIED SERVICE means all positions in the County service except elected officials, extra-help employees and other positions specifically designated by the Board to be exempt from the classification plan.

COMPENSATION means the salary, wage, allowances, benefits and all other forms of valuable consideration, earned by or paid to any employee by reason of service in any position, but does not include any allowances authorized and incurred as incidents of employment.

COMPENSABLE TIME OFF (CTO) means compensable time earned in place of overtime pay at the rate of 1 ½ times the amount of time worked.

DAY means any twenty-four hour period beginning with the regularly scheduled work shift except for employees in a department other than the Sheriff's Department where a day means a period of time between any midnight and the midnight following.

DEMOTION means a reduction in an employee's classification which results in a reduction in the employee's salary range whether on a voluntary or involuntary basis.

DEPARTMENT HEAD means any elected or appointed person who has direct supervision and responsibility for personnel, records, funds, maintenance and services to be performed by a County department.

DISPLACEMENT means the replacement of an employee in a position by another employee from a class at a substantially equal or higher salary level when said replacement is in lieu of lay-off for the displacing employee.

EMPLOYEE means a person legally holding a position in the County service.

EXTENDED ILLNESS means an injury or illness which requires the absence from work of an employee for more than 15 calendar days.

HOURLY RATE means the amount of compensation for a full hour's service as set forth in the Classification System-Basic Salary Schedule. Hourly rate is determined by referring to the Classification System-Basic Salary Schedule and multiplying the Base of the position to the appropriate Index Rate and rounding up to the nearest whole dollar and multiplying by 12 and dividing the result by 2,080. Use Standard Rounding to the nearest whole penny.

IMMEDIATE FAMILY means a person related by blood, marriage or adoption who is a husband, wife, son, daughter, sister, brother, mother, father, grandfather, grandmother, granddaughter or grandson.

INDEX RATE means a specific rate identified in the Classification System-Basic Salary Schedule Index/Merit Table which is based on an employee's number of years of permanent Yuba County service. The Index Rate is used to determine monthly salary by multiplying the Index Rate by the Base Pay of a classification.

LAY-OFF means termination of service without fault on the part of the employee because of lack of work, lack of funds or other causes unrelated to the employee's job performance.

LIMITED TERM POSITION means a position which is allocated to a specific mission in a given period of time pursuant to a special program adopted by the Board of Supervisors.

MONTH means a calendar month.

MONTHLY SALARY means the amount of cash compensation for a full month of service. Monthly Salary is determined by multiplying the classification's Base Monthly Pay and the appropriate Index Rate and rounding up to the nearest whole dollar.

OVERTIME means work specifically authorized by the Department Head or designee which is performed in excess of 40 hours per week.

PART-TIME EMPLOYEE means a regular employee who is regularly assigned to work a specific number of hours less than a normal full-time schedule.

PERFORMANCE IMPROVEMENT PLAN (PIP) means a written document to facilitate constructive discussion between an employee and his/her supervisor and to help clarify the work performance to be improved. It is implemented at the discretion of the supervisor.

PERMANENT POSITION means a position approved by the Board of Supervisors and included in the allocation schedule.

PERMANENT STATUS means an employee has completed a probationary period for a Yuba County position.

PROBATION means that period of paid time which is an extension of the examination process required before an employee gains permanent status.

PROBATIONARY EMPLOYEE means an employee who has been certified and appointed from an employment list, or has been reinstated after resignation, or has been transferred, promoted or demoted, but who has not completed a probationary period.

POSITION means a specific office, employment or job calling for the performance of certain duties and the carrying of certain responsibilities by an individual either on a full-time or part-time basis.

PROMOTION means the movement of an employee from one class to another class having a higher base rate of pay.

RANGE means a sequence of steps (refer to Longevity/Merit Index Table) used to identify the minimum, maximum and intermediate salary rates which may be paid to employees within a class.

REASSIGNMENT means the movement of an employee from one position to another position of the same classification within the same department.

REGULAR EMPLOYEE means an employee in the classified service who occupies a permanent position, whether part-time, intermittent or full-time.

SALARY ANNIVERSARY DATE (SAD) means the date on which an employee will receive his or her annual salary merit increase, normally the first day of the month following an employee's Service Computation Date.

SEPARATION means any termination of employment either voluntary or involuntary. which may include death, discharge, lay-off, resignation, retirement or work completion.

SERVICE COMPUTATION DATE (SCD) means an employee's most current hire date, adjusted for any prior service with the County as a Regular Employee, and for any Leave taken Without Pay.

STEP means one of the salary rates identified in the Classification System-Basic Salary/Hourly Schedule which is a specific compensation rate of an employee within the established salary range for his/her class.

TRANSFER means either:

- A. The movement of an employee from one position to another within the same class, but to another department: OR
- B. The change of an employee from one position to a position in another class with the same pay range.

WEEK means a period of seven consecutive days.

YUBA-SUTTER AREA means Yuba and Sutter Counties.

Section 1.03. General Provisions:

Section 1.04. Exercise of Power

Unless expressly otherwise provided, whenever a power is granted or a duty imposed upon an appointing authority, the power may be exercised or the duty performed by a deputy of the appointing authority or by a person authorized by him/her pursuant to law.

Section 1.05. Records and Reports

The Department Head or designee shall keep or cause to be kept accurate records of the application of the rules herein or hereafter adopted and shall report promptly to the Human Resources Director such information as the Human Resources Director may require, and all such reports shall be prepared in the manner and form prescribed by the Human Resources Director.

Section 1.06. Cooperation

All officers and employees of the County shall aid in all proper ways in carrying into effect the rules herein or hereafter adopted.

Section 1.07. Federal and State Law

These rules shall at all times be construed in a manner consistent with the provisions of any pertinent federal and state laws and regulations.

Section 1.08. Review of Personnel Files

Pursuant to Government Code, each employee is entitled to review his/her personal history file maintained in the department or in the Human Resources Department by following the procedure set forth by the Human Resources Director or the Department Head or designee. All employees are further entitled to view any material to be placed in said file.

ARTICLE 2 ADMINISTRATION

Section 2.01. Authority for Administration

The Human Resources Director shall be responsible for the administration of the rules except as otherwise specifically provided. S/he shall direct the enforcement of these policies established by the Board as amended, shall specify such administrative procedures, forms, records, reports and audits as s/he deems necessary for the proper administration of these rules. The Human Resources Director may assign to other county officers such details in connection with the administration of these rules as s/he deems proper and expedient.

Section 2.02. Delegation of Authority

The Human Resources Director may re-delegate to his/her subordinates any power duty or function which has been delegated to him/her by the Board unless by Board rule or express provision of law s/he is required to act personally.

Section 2.03. Management Rights

Management rights include but are not limited to the County's right to determine the mission of its constituent agencies, departments, commissions and boards; set standards of service provided by the County; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action in accordance with applicable rules and regulations; layoff its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the type of work assigned to job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and take all necessary actions and carry out its mission in emergencies

ARTICLE 3 DELETED JANUARY 2015

The article formerly referenced as "Office Hours" was deleted from the MOU per mutual agreement.

ARTICLE 4 HOURS OF WORK

Section 4.01. Determination of Appointing Authority

The Department Head or designee shall determine the hours of work for each employee in accordance with the needs of the department.

Section 4.02. Hours of Work

- A. **40 Hour Work Period.** Except as may be otherwise provided, the official work week shall be 40 hours of work in any 7 consecutive calendar days. The work week schedule shall normally consist of 5 work days of 8 hours each, or 4 work days of 10 hours each, or alternate schedule as determined by the Board of Supervisors. However, the Department Head may establish work week schedules which differ from the normal schedule above, upon recommendation of the Human Resources Director and approval of the County Administrator. It shall be the duty of the Department Head to arrange the work of his/her department so that each employee therein shall work not more than 40 hours in any work week except that the Department Head may require any employee of his/her department to temporarily perform service in excess of 40 hours when public necessity or convenience so require.
- B. **12 Hour Shift Schedule.** Employees in the Sheriff's Department may be assigned a work schedule consisting of 3 12-hour shifts on, 3 days off, 3 12-hour shifts on, 1 8 hour shift on and 4 days off. Board approval is required. The County has the right to cancel the 12-hour shift schedule at any time, without reasons, provided employees are given at least 2 pay periods notice of the change.
- C. **Shift Rotation.** For the Sheriff's Department, the County and DSA agree the Sheriff shall have the discretion to rotate employee work schedules to provide 24 hour coverage provided s/he takes into consideration the affected employee's work schedule preference based on seniority in rank. The selection of shifts by employees shall take place prior to the posting of the February and August shift schedules. No employee shall work more than 2 6-month shift cycles on the same shift.
- D. **Alternate Work Schedule.** An alternate work schedule will be implemented in the Sheriff's Department, when feasible as determined by the Sheriff, for Jail Operations staff. The Sheriff's considerations for implementation and ongoing applicability of this item include but are not limited to necessary staffing, function of jail operations, and overall productivity.

Section 4.03. Duties Imposed on Officers and Employees to be Performed; Staggering Hours of Employment; Compensatory Time-Off

Nothing contained in this MOU shall prevent, relieve or otherwise excuse any county employee from the performance of any duty imposed upon him/her by law, the Yuba County Ordinance Code or any other ordinance of this County, or from the rendering of service at such times and places as are necessary in order to properly perform the functions of his/her office or employment. The Department Head or his/her designee may adjust the hours of employment of employees in such a manner as to enable the department offices to be open at all times required.

Section 4.04. Part-Time Employees

The hours of work, including authorized absences with pay, for all part-time employees shall be established by the Department Head with the prior approval of the Board, but shall be less than the hours of work established for full-time employees.

Section 4.05. Rest Periods

Subject to the discretion and control of the Department Head or his/her designee, all employees shall be allowed rest periods not to exceed 15 minutes during each 3 consecutive hours of work except where public safety and operational requirements do not permit, but the total number of rest periods in any one working day shall not exceed 2.

Rest periods shall be scheduled in accordance with the requirements of the department and shall be taken at such location as designated by the Department Head or his/her designee.

Section 4.06. Lunch

Except for emergency situations, all county employees shall be allowed a lunch period of not less than 30 minutes nor more than 1 hour which shall be scheduled generally in the middle of the work shift. The exact time and duration of such lunch period shall be within the discretion of the Department Head. Lunch periods shall not be counted as part of total hours worked except for those employees for whom lunch periods include the actual performance of assigned duties.

Section 4.07. Maximum Hours

No employee shall be required to work more than 16 consecutive hours. An employee who has worked for 16 consecutive hours shall not be recalled to work prior to the expiration of 8 hours following the termination of the consecutive 16 hour work period.

Section 4.08. Job Sharing

- A. Any permanent full-time position may be shared by two employees with the approval of the employees involved, the Department Head or his/her designee, the Board of Supervisors, and the Human Resources Director.
- B. The work schedule for such employees shall be reduced to writing and may only be changed in the same manner as other work schedules in the department are altered from time to time. The two employees may agree to temporary adjustments with the approval of the Department Head or his/her designee and the Board of Supervisors.
- C. Employees in job sharing arrangements shall be entitled to all of the rights and benefits of regular part-time employees but may work no more than 30 hours per week.
- D. A participant in a job sharing arrangement may apply for appointment to a full-time position either in the same classification or, if qualified, in another classification when a vacancy occurs. Such applications shall be considered in the same manner as all other applications for transfer.
- E. Employees participating in the job sharing program may participate in the health plan by paying the full applicable premium which will be deducted from their payroll checks.
- F. If one of the participants of a job sharing arrangement terminates employment or is reassigned to another position, the Department Head shall first offer the remaining participant the right to return to full-time status before proceeding with the normal process to fill the vacancy as a regular part-time position.

ARTICLE 5 PAYMENT OF SALARY

Section 5.01. Payment

Except as otherwise provided by law, the compensation of all officers and employees of the county is determined pursuant to the provisions of the Procedures for Merit, and the Classification System - Basic Salary/Hourly Schedule, then in effect.

- A. Rules regarding processing of payroll shall be established by the Auditor/Controller.
- B. Personnel are paid monthly on the eighth day of the month unless such day falls on a holiday or weekend. Then such pay day shall be the previous working day. Pay periods close on the last working day of each month.
- C. The salary and leave accruals for part-time employees will be in proportion to the employees' scheduled working hours.
- D. Deductions for uncompensated periods of time during a pay period will be on the basis of the actual hours, or fraction of an hour worked, divided by the full-time number of working hours in that pay period.

Section 5.02. Salary Schedule for Categories of Employment

The salaries prescribed in the Classification System - Basic Salary/Hourly Schedule are fixed on the basis of full-time positions. The salary schedule for the respective categories of positions as set forth in the Classification System - Basic Salary/Hourly Schedule shall be interpreted, applied and computed as follows:

- A. **Full-time Regular Employees.** Service commencing on the first working day of a pay period and continuing for all working days of that pay period shall be deemed service for that pay period. Service terminating on the last day of a pay period but including all working days of that pay period shall be deemed service for the entire pay period. Full-time employees who commence work after the first day of a pay period, or from whom deductions are to be taken for leave of absence without pay, unearned vacation, unearned sick leave, or for other causes, shall be paid that portion of the salary for that pay period equal to the ratio of the days worked to the total working days in that pay period.
- B. **Part-time Employees.** Salaries of a part-time employee shall be based on the ratio that the actual number of hours of service bears to the number of hours of service required in full-time employment. That ratio shall be applied to the monthly salary for the class and index rate which such part-time employee is occupying. Deductions from salary for leaves of absence, unearned vacation, unearned sick leave, or for other causes shall be computed on the basis of the ratio of the number of hours of service, including holidays rendered by the part-time employee in the pay period to the number of hours of service required of such employee in that pay period and the ratio applied to the salary payable to such employee for that pay period.

Section 5.03. Separation Pay

When an employee separates from County service and the use of the regularly scheduled certification would create an inequitable delay, the Department Head may immediately file a special payroll certification of said separation with the Auditor. The Auditor may draft a warrant for the amount due such employee at the time of separation. Notice of such separation shall be filed immediately with the Human Resources Director.

Section 5.04. Fees, Commissions and Compensation

Except as otherwise provided by law, any fees, commissions and compensation (other than that allowed by any County officer, deputy, assistant or employee) earned by virtue of his/her office/position or by performance of any regularly assigned duty or function shall be deposited in the County treasury and upon receipt shall become the property of the County.

ARTICLE 6 OVERTIME AND CALLBACK

Section 6.01. Overtime

A. Overtime Work Defined

1. 40-Hour Work Period. Overtime work shall be defined as all work specifically authorized by the Department Head or his/her designee that is performed in excess of 40 hours per week.

Time worked (as defined in this Article, Section 3 below) beyond the official 40 hour work week shall not be considered overtime unless it has been specifically ordered or authorized by the Department Head or his/her designee. In sudden emergency situations when prior authorization for overtime is not possible, the approval of the Department Head or his/her designee or the Board shall be sufficient.

Overtime earned shall be rounded up or down to the nearest quarter hour.

2. 12-Hour Shift. For employees who are scheduled to work a 12-hour shift plan, overtime work shall be defined as all authorized work in excess of 80 hours in a 14 day work period, as provided by Section 207(k) of the Fair Labor Standards Act. Time worked beyond the official 80 hour, 14 day period shall not be considered overtime unless it has been specifically ordered or authorized by the Sheriff or his/her designee. In sudden emergency situations when prior authorization for overtime is not possible, the approval of the Sheriff or his/her designee shall be sufficient.
3. The following shall be counted as time worked for purposes of computing Overtime:
 - a. Actual hours worked
 - b. Sick Leave
 - c. Holidays (including Floating Holidays)
 - d. Compensatory Time Off (CTO)
 - e. Special provisions as described in this Article
4. Time spent on paid vacation shall not be counted as time worked for purposes of computing overtime except:
 - a. When an employee is required to work overtime for an emergency situation after taking a scheduled vacation in that work week, that vacation time shall be counted as time worked for overtime purposes in that week.
 - b. When an employee is called off vacation for a County wide declared emergency resulting from a natural disaster.
 - c. When an employee is called in to work on a regular day off.

B. Application of Overtime

1. If, in the judgment of the Department Head or his/her designee, work beyond the official 40 hour work week (or 80 hour work period for those employees assigned to 12-hour shifts) is required, s/he may order such overtime work. This overtime work will be compensated for as provided in this section.
2. Time worked as overtime shall not be counted as service time for purposes of employee benefits, eligibility or accrual, early completion of probation period or for merit increases. CTO taken by an employee may be used as part of the established work week (or 14-day period for those employees assigned to 12-hour shifts) to earn employee benefits and to serve out probation and merit increase periods.
3. No permanent, probationary or limited term employee may be employed in one or more positions, full or part-time, more than a total of 40 hours per week (or 80 hours per 14 day work period for those employees assigned to 12-hour shifts), excepting authorized overtime, unless authorized by the Board of Supervisors. Nothing in this section is to preclude an employee from temporarily serving in another capacity in the event of an emergency, provided s/he has the approval of the Department Head or his/her designee.
4. At no time shall CTO carried by an employee be more than **100** hours unless otherwise indicated in this Article. When the CTO balance reaches the maximum and the department cannot let the employee off, the employee shall be paid at the hourly rate at which the employee is currently employed for all hours over the maximum.
5. Except as otherwise provided in this section, an employee who works compensable overtime shall be paid or given compensatory time off at the discretion of the Department Head for such compensable overtime at the rate equal to one and one-half (1½) times the hourly equivalent of such employee's current monthly salary.

Section 6.02. CallBack**A. Employees on CallBack**

1. Employees eligible for overtime compensation who work on a regular day off, or who are called back to work after leaving their place of employment following the completion of their work shift, shall be credited with compensable overtime of 2 hours or the actual time worked, whichever is greater. Such overtime shall be computed for work performed from the time reporting at the place of work to the time of completion of the work at such place.
2. Sworn personnel in DSA who are subpoenaed to appear in court while on vacation, work on a day off or are called back to work following the completion of their regular shift, shall have those hours counted as callback and compensated at 1½ times regular pay.

Section 6.03. Holiday Pay

An employee who works on a holiday as defined in Article 10 of this MOU shall receive 8 hours pay for the holiday plus 1½ times the employee's regular rate of pay for all hours worked on that holiday.

Employees on an alternate schedule shall receive credit for 8 hours per holiday and will be required to flex or use a leave category to offset the difference between the 8 hour holiday and their normal schedule.

Section 6.04. Use of Compensatory Time Off

The Department Head or his/her designee shall determine the period when accrued CTO may be taken by each employee consistent with the needs of the department. The Department Head or his/her designee must give prior approval in writing before CTO may be granted.

If an employee is assigned to a 12-hour shift plan and required to work during his/her regularly scheduled time off, the Department Head or his/her designee may schedule time off during the next regularly scheduled shift to ensure the employee has adequate time to rest to avoid the possibility of fatigue. The period of time the Department Head or his/her designee may schedule the employee off shall not exceed the amount of time the employee was required to work during his/her scheduled time off.

Last Day of Work.

Employees who are terminating their employment for reasons other than County retirement (with no other employment) shall not use CTO as their termination date (e.g. requesting CTO to begin March 7 while actual termination date is March 13, etc.).

CTO Minimum Charge

CTO must be taken in at least one quarter (1/4) hour increments.

CTO Maximum Accrual

At no time shall compensatory time off (CTO) carried by an employee be more than 100 hours unless otherwise indicated in this article. When the CTO balance reaches the maximum and the department cannot let the employee off, the employee shall be paid for all hours over the maximum at the hourly rate at which the employee is currently employed.

Section 6.05. Cash Compensation

Separation of Employment

At the termination of employment, an employee who has not used all of the CTO accrued under the provisions of this Article shall receive cash compensation for all hours of CTO for which CTO has not been taken. Such cash compensation shall be paid at a rate equal to the hourly equivalent of such employee's salary at termination.

Departmental Transfer

Employees transferring between departments shall be paid for all CTO prior to going to the new department unless the appointing authority of the new department agrees to assume responsibility for payment of any accrued CTO.

ARTICLE 7 BENEFIT PROGRAMS

Section 7.01. General

The Board is responsible for the implementation and modification of the compensation and benefit program.

Section 7.02. Benefit Program Coverage

Except as otherwise specified herein, coverage under benefit programs for respective categories of employment shall be interpreted and applied as follows:

- A. **Full-Time Regular Employees.** This category of employment is entitled to full benefit program coverage provided by County employment except as herein provided.
- B. **Part-Time Employees.** This category of regular employment is entitled to coverage under the benefit program as specifically provided herein and under applicable laws or regulations. To be entitled to health plan coverage, employees in this category must work an average of 20 regularly scheduled hours per week.

Section 7.03. Medical Insurance

- A. **Health/Dental/Vision Insurance Coverage.** The County will maintain health insurance through the CalPERS Health Insurance Program and make available all plans for which employees are otherwise eligible to participate in as employees of the County. Dental/Vision plan options include a basic plan and a buy-up plan.
 - 1. The basic plan for determining the County's contributions shall be the CalPERS Choice PPO plan and Delta Dental Base Plan and MES Vision Plan.
 - 2. The County will pay 100% of the basic plan premium for Health/ Dental/Vision for the employee only. **Effective January 1, 2014, the County will pay 90% of the basic plan premium for Health.**
 - 3. The County will pay 80% of the basic plan premiums for Health/ Dental/Vision for the employee plus one dependent and the employee plus more than one dependent. **Effective January 1, 2014, the County will pay 70% of the basic plan premium for Health.**

The County agrees to continue the current level of coverage for the Health, Dental, and Vision Insurance for the term of this MOU. However, due to the continued rising cost of health care, the County must explore alternatives to our current plans and funding. Both parties agree to proactively review alternative options by continuing to be active in the health care committee.

- B. The DSA agrees to meet with the County and other County Recognized Employee Organizations to develop a "cafeteria benefit plan" intended to be a county-wide replacement for current health, dental and vision benefit contribution levels. If a successful plan design is developed and agreed to by the DSA and County, it will be implemented **no earlier than January 1, 2015.**

- C. **Opt Out Provision.** Eligible employees' may elect to "Opt Out" of the County provided health/dental/vision coverage and shall receive **\$250.00** per month.

Section 7.04. Affordable Care Act

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

Section 7.05. Life Insurance

The County provides life insurance coverage of twenty thousand dollars (**\$20,000**) for employees represented by the DSA. Dependent life insurance shall be available to employees. Payment for dependent life insurance is the responsibility of the employee.

Section 7.06. Peace Officers Research Association of California (PORAC) Long Term Disability Plan

During the term of this Agreement, the County and DSA agree to discuss the impacts and the possibility of replacing the PORAC Long Term Disability Plan.

In addition, the County has offered DSA members the option to participate in California State Disability Insurance. The County and DSA agree to discuss this option.

ARTICLE 8 VACTION LEAVE WITH PAY

Section 8.01. General Policy

Vacation leave with pay shall be earned and accrued by regular employees based on the equivalent actual time worked, including authorized absence with pay.

Section 8.02. Time Vacation Leave Begins to Accrue

Each employee in a regular full-time position shall be eligible to receive 48 hours vacation leave after the completion of 6 months of service from the date of original appointment to a budgeted position and receipt of a satisfactory performance evaluation. Upon the completion of 1 year service from the original date of appointment and upon passing probation the employee shall be credited with an additional 48 hours vacation leave.

No vacation leave shall accrue or be available to the employee prior to the completion of the required 6 months and/or 1 year.

- A. **Date of Appointment.** For purposes of this section, Date of Appointment shall be the first day of the month following the month in which such employee begins work. However, if that new employee begins work within the first 3 working days of the month, then the Date of Appointment shall be the first of that month.
- B. **Accrual.** Vacation leave credit shall accrue on the first day of the month following the month when vacation leave credit is earned. No vacation leave shall be earned when an employee is on leave without pay for 1/2 of a working month or more. No credit shall be earned for less than a full final month's service when an employee terminates for any reason.

Section 8.03. Special Vacation Accrual

Sheriff's Department employees who use zero (0) hours of sick leave in a calendar year shall receive 1 additional vacation day.

Section 8.04. Rates of Accrual

After 1 year, each regular full-time employee shall accrue and receive vacation leave based on the following:

- A. **Schedule.** For all employees except as otherwise provided:

<u>Length of Service</u>	<u>Number of Hours per Month</u>
Through completion of 5 years	8.00 hours
More than 5 through completion of 10 years	10.75 hours
More than 10 through completion of 15 years	12.00 hours
More than 15 through completion of 20 years	13.50 hours
More than 20 years completed	16.00 hours

Section 8.05. Part-Time Employee

A part-time employee shall accrue vacation leave in the proportion that his/her regularly scheduled hours of service bear to regular full-time service. Such leave time shall be earned for each full calendar month of part-time service. Vacation credit shall accrue on the first day of the month following the month when vacation credit is earned and on the same basis as Section 4 of this Article.

Section 8.06. Maximum Accrual

- A. **Effective July 1, 2013**, vacation leave shall accumulate to a maximum limit of 350 hours for employees hired after July 1, 1986, and shall remain the same for employees hired before July 1, 1986.

This provision shall remain effective through June 30, 2016, and until successor negotiations are completed.

Prior to July 1, 2013, vacation leave accrual limits were as indicated below:

<u>Hire Date</u>	<u>Maximum Accrual</u>
before 7/1/86	2 years
after 7/1/86	240 hours

- B. The Department Head or his/her designee and employee shall, while considering the needs of the department, schedule sufficient vacation to avoid the employee exceeding the maximum accrual by the end of the fiscal year. Should the employee fail to request time off, the Department Head or his/her designee may schedule the vacation to the extent necessary to ensure the employee does not exceed the maximum accrual. Any employee who, at the close of any fiscal year, has accumulated vacation leave in excess of the maximum accrual shall be paid for that amount in excess at the employee's current rate of pay.

Section 8.07. Use of Vacation Leave

- A. The Department Head or his/her designee shall determine the period when accrued vacation time may be taken by each employee consistent with the requirements of the department.
- B. **Last Day of Work.** Employees who are terminating their employment for reasons other than County retirement (with no other employment) shall not use vacation as their termination date (e.g. requesting vacation to begin March 7 while actual termination date is March 13, etc.).
- C. A person receiving pay in lieu of unused vacation may not be re-employed by the County in any other capacity until a number of working days equal to the number of days they were paid for vacation have elapsed following the effective date of separation.

Section 8.08. Minimum Charge

In any use of vacation, the minimum charge to the employee's vacation account shall be one-quarter (1/4) hour, while additional actual absence over one-quarter (1/4) hour shall be charged to the nearest one quarter (1/4) hour and shall not exceed the employee's accrued vacation hours.

Section 8.09. Cash Compensation upon Termination

An employee whose employment is terminated for any reason shall be paid a sum equal to his accrued vacation leave. Such sum shall be computed on the basis of the hourly equivalent of the employee's monthly salary as of the date employment is terminated.

Section 8.10. Conversion to Deferred Compensation

Effective July 1, 2013, DSA agrees to further suspend the ability of employees to convert vacation hours to deferred compensation as it relates to this section until June 30, 2016, and until successor negotiations are completed.

Employees may convert vacation to deferred compensation once a year under the following conditions:

- A. An employee may convert any amount of vacation accrued which is in excess of 80 hours up to the maximum allowed under the 457 Deferred Compensation Program for that year (e.g. If the employee has 120 hours accrued, s/he may convert 40 hours if it does not go over the maximum allowed by the deferred compensation program).
- B. The conversion will be made at the rate of pay the employee is receiving at the time of conversion.
- C. Conversion may be made only during the month of December of each year.

ARTICLE 9 SICK LEAVE WITH PAY

Section 9.01. General Policy

Sick leave with pay shall be earned by regular full, part-time, and limited term employees and may be used as herein provided.

Section 9.02. Definition

Sick leave means the necessary absence from duty of an employee because of:

- A. The employee's illness or injury.
- B. The employee's exposure to a contagious disease.
- C. Any medical treatment or recovery from such treatment prescribed by a licensed practitioner.
- D. **Bereavement.** In the case of the death of a person in the employee's immediate family, the employee may use up to 5 days of sick leave and any accumulated vacation leave for each occurrence.
- E. **Family Sick Leave.** An employee may use Family Sick Leave for the illness of a member of the employee's immediate family who requires the care and assistance of the employee. Up to 80 hours per calendar year of the employee's accumulated unused sick leave may be used for this purpose.

The Department Head or his/her designee shall approve any sick leave after having ascertained that the absence was for the reason authorized herein. However, the Department Head or his/her designee may require the employee to submit substantiating evidence including, but not limited to, a physician's certificate specifying the employee's limitations, medical necessity and/or the medical necessity of the employee's family member for assistance.

Section 9.03. Time Sick Leave Begins to Accrue

An employee shall not accrue sick leave with pay until the first day of the month following the month in which such employee begins work. However, if that employee begins work within the first 3 working days of the month, then they shall accrue sick leave from the beginning of that month.

Section 9.04. Rate of Accrual

- A. Sick leave privileges shall be accumulated to a **maximum of 1,200 hours** accrual except, employees in the safety retirement system may accrue sick leave without limit for the purposes of retirement credit only. This unlimited accrual shall not affect the sick leave payout.

B. Sick leave shall be earned as follows:

1. Each regular full-time employee shall accrue sick leave with pay at the rate of 8 hours per month except as follows: Employees who were appointed before September 1, 1977, shall accrue sick leave with pay at the rate of 10 hours per month.
2. A regular part-time employee shall accrue sick leave with pay in the proportion that his or her regularly scheduled hours of part-time service bear to regular full-time service.
3. No sick leave credit shall be earned when an employee is on leave without pay for half of a working month or more. No sick leave will be earned for less than a full final month's service when an employee terminates employment for any reason.

Section 9.05. Usage

- A. In any instance involving use of a fraction of a hour of sick leave, the minimum charge shall be one-quarter (1/4) hour and additional fractional absence over one-quarter (1/4) hour increments.
- B. Sick leave usage and ability of an employee to return to work shall be determined by County rules, regulations, and procedures.
- C. Paid sick or disability leave time must be spent at home; hospitalized or at a doctor's office; purchasing medication or necessities of life; attending to matters directly related to the death or serious illness of an immediate family member; or in transit to or from one of the above. Any deviation from these uses of paid sick or disability leave time when the employee is regularly scheduled to work must be authorized by the Department Head or his/her designee.
- D. Non-work time which comes between days or shifts of sick or disability leave time must be spent as directed by the employee's attending physician with the purpose of recovering from the illness or injury as quickly as possible for return to work.
- E. Employees injured or too ill to do their regular work assignment, but not sufficiently ill or injured to be confined to home or a hospital, are required to check with their Department Head, department manager, or supervisor regarding the availability of light or limited duty.
- F. Employees are to return to work as soon as they are able to recover from an illness or injury, including the return to a shift or work day in progress.
- G. Sports and other non-County work activities are not appropriate and unacceptable for employees on paid sick or disability leave during their scheduled work time from their County position.
- H. Employees too ill or injured to work are required to contact their department manager or supervisor before the beginning of their work shift or within the first hour of work, based on the specific departmental policy.

Section 9.06. Exclusions

No employee shall be entitled to sick leave while absent from duty on account of any of the following cases:

- A. Sickness or injury sustained while on leave of absence without pay.
- B. Sickness or injury purposely self-inflicted or caused by willful misconduct.
- C. Subsequent to a determination by the Public Employees' Retirement System (PERS) that a sickness or injury qualifies an employee for disability retirement.

Section 9.07. Proof Required

The Department Head or his/her designee shall approve sick leave only after having ascertained that the absence was for an authorized reason. The Department Head or his/her designee may require the employee to submit substantiating evidence including but not limited to a physician's certificate. The request for substantiating evidence must be made either on or before the time the employee informs the department of his/her absence or prior to the employee's return to work. If the Department Head or his/her designee does not consider the evidence adequate, s/he shall disapprove the request for sick leave.

Section 9.08. Records

Sick leave balances shall be maintained by the Auditor through payroll records.

Section 9.09. Loss of Sick Leave

- A. Any employee whose continuity of employment is broken for any reason of this article shall lose his/her entitlement to any sick leave which has accrued, except as required by law.
- B. When an employee is re-employed from a re-employment list whose break in service resulted from lay-off, such employee shall be credited with any sick leave which s/he had accumulated prior to such break in service. In addition, the prior service of such employee shall also be counted for purposes of vacation entitlement.
- C. In the case of re-employment of an employee whose break in service resulted from disability retirement, such employee shall be credited with 75% of the sick leave which had accrued on the date of retirement unless paid out or converted in accordance with Section 9.10 and 9.12 of this Article.

Section 9.10. Payout of Sick Leave upon Separation from Employment

After 10 continuous years of permanent employment with the County, upon separation of employment by death or retirement in accordance with provisions of the Public Employees Retirement Law, as amended, or by resignation in good standing or layoff, an employee shall be paid a sum equal to 25% of his/her earned sick leave computed on the basis of the hourly equivalent to such employee's monthly salary as of the time of death, retirement, lay-off or resignation in good standing except for the following limitations:

Safety employees who are entitled to sick leave payout shall receive payout only up to the limits stated in Section 9.04 of this Article.

Section 9.11. Special Provision

Sheriff Department employees who use zero (0) hours of sick leave in a calendar year shall receive 1 additional vacation day.

Section 9.12. Sick Leave for Service Credit

The County contracted with CalPERS to provide Section 20965 Unused Sick Leave for both Miscellaneous and Safety Retirement Plan members. In accordance with provisions of the Public Employees' Retirement Law, as amended, employees retiring with the County may elect to:

- A. Convert all of their unused sick leave to service credit; OR
- B. Receive up to 25% of their unused sick leave as pay at their regular rate of pay in accordance with Section 9.10 of this Article and convert the remaining balance of unused sick leave to service credit.

ARTICLE 10 HOLIDAYS

Section 10.01. Coverage

All regular and probationary employees of the County shall be entitled to holidays with pay.

Section 10.02. Holidays

The following are declared holidays for all County departments and offices:

- 1st day of January (New Year's Day)
- 3rd Monday in January (Dr. Martin Luther King, Jr. Day)
- 3rd Monday in February (Presidents' Day)
- Last Monday in May (Memorial Day)
- 4th day of July (Independence Day)
- 1st Monday in September (Labor Day)
- 11th day of November (Veteran's Day)
- 4th Thursday in November (Thanksgiving Day) and the following day
- 24th day of December (Christmas Eve)
- 25th day of December (Christmas Day)

Any day designated as a holiday by proclamation of the Governor or the President of the United States, when affirmatively made a holiday by resolution by the Board.

Section 10.03. Floating Holidays

- A. On January 1st of each year 2 floating holidays shall be granted each employee except as follows:
 - 1. Employees who began work between March 1st and September 30th of any given year shall receive 1 floating holiday for that year.
 - 2. Employees hired on or after October 1st will not receive any floating holidays for that year.
 - 3. Part-time employees shall receive floating holidays in proportion to the relationship their basic work week bears to 40 hours.
- B. Subject to advance approval by the department, these holidays may be taken at any time during the calendar year but must be taken within the calendar year in which they are given. Floating holidays are to be taken 8 hours at a time and are not to be utilized on a partial basis except for employees on a 4/10 schedule who may use them in 2 hour increments to supplement their 8 hour holidays. Except as provided hereafter, if a request to use a holiday has been made and denied twice prior to September 30th, the employee shall be compensated at time and one-half for 8 hours for the holiday.
- C. Failure to take the floating holiday within the specified time shall result in the loss of any unused holidays at the end of the calendar year. Upon termination, no payout will be made for unused floating holidays unless the employee has attempted to take them and has been denied. Employees who are laid off shall receive pay for all unused floating holidays.

Section 10.04. Miscellaneous Provisions

- A. Whenever the legal holiday falls on a Sunday, the following business day shall be considered the legal holiday.
- B. Whenever the legal holiday falls on a Saturday, the preceding business day shall be considered a legal holiday.
- C. An employee whose regular days off are other than Saturday and Sunday shall, for purposes of this Section, consider his/her first day off as Saturday and the second day off as Sunday.
- D. An employee who works on either the County observed holiday or the legal holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the County observed holiday and the legal holiday shall select which day will be compensated as overtime.
- E. An employee whose basic work week is other than Monday through Friday and whose regular day off falls on a legal holiday shall, at the discretion of the Department Head or his/her designee be entitled to:
 - 1. Equivalent compensated time off scheduled the working day preceding or following the legal holiday; OR
 - 2. Equivalent compensated time off scheduled within 60 days following the legal holiday; OR
 - 3. Pay for 8 hours work.CTO due to any employee shall be equivalent to a maximum of 8 hours.
- F. A regular part-time employee shall be entitled to a holiday with pay only if:
 - 1. For such holiday the employee would be scheduled to work; AND
 - 2. Such employee is in a paid status on the date immediately preceding or succeeding the holiday as defined in this Article. The employee shall receive the number of hours his/her schedule bears to the full time 40 hour per week employment.
- G. In order to be eligible for holiday pay, an employee must be at work or on paid leave on the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day immediately following the holiday. This does not affect employees whose work shift and regularly scheduled day off is before or after a holiday.

ARTICLE 11 LEAVE OF ABSENCE WITHOUT PAY

Section 11.01. Departmental Leave

The Department Head or his/her designee may authorize a departmental leave without pay for a regular employee for a period of time **not to exceed** 15 calendar days. An employee shall be authorized a departmental leave only after all accumulated vacation leave, floating holidays and CTO have been utilized by such employee. If such a departmental leave is requested because of illness or injury of an employee, such employee shall also utilize all accrued sick leave before taking such leave of absence. Except that employees on workers' compensation, may make an irrevocable choice before they exhaust their sick leave not to use their vacation to supplement their disability benefits. However, should they do so, they may not use their vacation until they have returned to work full time for 1 month, nor may they be eligible for donation of catastrophic leave.

Section 11.02. Official Leave

An official leave of absence may be authorized for any regular employee for a period of time not to exceed 1 year. An official leave of absence may be authorized only after all accumulated vacation leave, floating holidays and CTO have been utilized by the employee. If such official leave of absence is requested because of illness or injury of an employee, the employee shall also utilize all accrued sick leave before taking such leave of absence. Except employees on workers' compensation, may make an irrevocable choice not to use their vacation to supplement their disability benefits. However, should they do so, they may not use their vacation until they have returned to work full time for 1 month, nor may they be eligible for donation of catastrophic leave.

- A. A request for an official leave of absence shall be made upon forms prescribed by the Human Resources Director and shall state specifically the reasons for the request, the date when it is desired to begin the leave of absence, and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by the Department Head or his/her designee. In the event that an employee is physically incapacitated and, as a consequence, unable to request a leave of absence, his/her spouse or immediate next of kin may request such leave. The Department Head or his/her designee shall indicate on the request form his/her recommendation as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Human Resources Director. If the Human Resources Director concurs in the request, s/he shall deliver a copy to the Auditor. If the Human Resources Director does not concur in the request, the request for an official leave of absence will be forwarded for review to the Board. The Board shall determine whether the request shall be approved or denied. If the Human Resources Director concurs with the Department Head or his/her designee that the request be denied, it is denied. However, the employee may appeal the denial to the Board of Supervisors within ten (10) calendar days of the notice of the decision.
- B. An official leave of absence may be extended for an additional year provided that the request for the extension is processed in the same manner as the original request and is made at least ten (10) days prior to the end of the originally authorized leave.
- C. The Human Resources Director shall be promptly notified of the return of an employee from an official leave of absence.

- D. When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave and any extension thereof. Any person filling such position shall be an extra-help or limited term employee.
- E. Failure of an employee to return upon termination of an authorized leave of absence shall be considered as an automatic resignation. Such resignation may be rescinded by the Department Head or his/her designee if the employee presents satisfactory reasons for the absence within 3 days of the date the resignation became effective.

Section 11.03. Leave without Pay: Vacation and/or Sick Leave Benefits

Any employee who is granted a leave of absence without pay under this Article shall not accrue any annual vacation or sick leave benefits during the period of such leave, but shall be entitled to maintain any hospitalization or life insurance program in effect provided that the cost of all such insurance shall be borne solely by the employee.

Section 11.04. Educational Leave

- A. Any employee with the approval of the Board may be granted educational leave of absence without pay for education or training.
- B. Any employee who is granted educational leave without pay shall not accrue any annual vacation or sick leave benefits during the period of such leave, but shall be entitled to the benefits of any hospitalization or life insurance program in effect provided that the cost of such insurance shall be borne solely by the employee.

Section 11.05. Absent without Leave (AWOL)/Tardy

- A. Employees are expected to report to work in sufficient time to begin work at their designated start time and to return to work promptly from their break and lunch periods.
- B. Should an employee be tardy without authorization, his/her time sheet shall reflect that s/he was AWOL for the amount of time s/he was tardy.
- C. It is understood that flexibility is in the interest of both the County and the employee. However, should the employee's position require prompt arrival or return to work, or the employee's tardiness becomes excessive or abusive, progressive discipline may be imposed.
- D. Employees determined to be AWOL will be charged Leave without Pay (LWOP) and will not be required to use vacation hours.
- E. Leave Without Pay will be charged in one-quarter (1/4) hour increments for any part of each one-quarter (1/4) hour an employee is AWOL.
- F. The employee's leave accruals shall not be charged due to tardiness unless requested by the employee and approved by the Department Head or his/her designee.

ARTICLE 12 ADMINISTRATIVE LEAVE

Section 12.01 Administrative Leave.

Any regular or probationary employee of the County may be granted administrative leave with pay by the Department Head or his/her designee for unexpected County declared emergencies or pending investigation of possible improper performance.

ARTICLE 13 LEAVE FOR WITNESS DUTY

Section 13.01. General Policy

An employee shall be allowed leave with pay in any case where such employee is required by law to appear as a witness in any judicial or administrative proceeding connected with or arising out of the performance of such employee's official duties as a County employee provided, however, that the payment shall be made for such leave only upon remittance to the County of all witness fees to which the employee is entitled by law.

Section 13.02. Payment of Traveling Expenses

In any case where an employee is required by law to appear as a witness in any judicial or administrative proceeding connected with or arising out of the performance of such employee's official duties as a county employee, such employee shall be reimbursed for all reasonable and necessary expenses incurred by such employee in making such appearance, including transportation, lodging and meals. However, in order to be entitled to such reimbursement, the employee must remit to the County any amount which the employee is entitled by law to receive as a witness including, but not limited to, any per diem or mileage allowance.

ARTICLE 14 LEAVE FOR JURY DUTY

Section 14.01. Time Off

An employee shall be allowed such time off with pay as required in connection with jury duty provided, however, that payment shall be made for such time off only upon remittance of full jury fees (not to include mileage), or upon submission of acceptable evidence that jury fees are waived.

- A. An employee shall notify his appointing authority immediately upon receiving notice of jury duty.
- B. An employee who uses vacation leave or compensatory time off while on jury duty shall not be required to remit or waive jury fees in order to receive his/her regular salary.
- C. The employee shall be required to return to work on any day s/he are excused from jury duty with over an hour remaining of the work day, or charge the remainder of the day to vacation.

ARTICLE 15 MILITARY LEAVE

Section 15.01. Military Leave

General Policy: The County provides the following leave as mandated by Federal or State law. More information may be obtained through the following links:

- The Uniformed Services Employment and Reemployment Rights Act (USERRA)
<http://www.dol.gov/compliance/laws/comp-userra.htm>

The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects service members' reemployment rights when returning from a period of service in the uniformed services, including those called up from the reserves or National Guard, and prohibits employer discrimination based on military service or obligation.

If an employee feels they are entitled to a leave, the employee should contact Human Resources for the appropriate paperwork.

ARTICLE 16 DELETED JANUARY 2015

The article formerly referenced as "Provisions Governing Job Related Injuries & Leaves for Disability & Extended Illness" was deleted from the MOU per mutual agreement.

ARTICLE 17 ASSIGNMENTS REQUIRING UNIFORM CLOTHING

Section 17.01. Uniforms Required

When required for the convenience and benefit of the County, employees may be required to wear uniform clothing as specified by the Department Head or his/her designee.

Section 17.02. Maintenance Provisions

The Department Head or his/her designee may authorize the provision or partial provision for such clothing and the cleaning and maintenance of such clothing, or may authorize payment of a clothing allowance in lieu of such provisions.

Section 17.03. Uniform Allowance

A uniform allowance shall be granted to Sheriff Department personnel required to wear uniforms. New employees required to wear a uniform shall receive their first set of uniforms upon entering service. The department will determine what the uniform needs are and provide the first set at no cost to the employee. In the event that the Department Head or his/her designee approves a change in the uniform, the full cost of any new uniform shall be borne by the County.

Employees shall receive their uniform allowance on an annual basis. In order to receive said uniform allowance, a person must be employed on September 1st. New employees' uniform allowance shall be prorated monthly from the anniversary date of employment to September 1st each year. Any month in which more than 12 days on paid employment status have been completed shall be considered as a full month, and any month in which 12 days or less on paid employment status have been completed shall be disregarded for the purposes of prorating the uniform allowance. The uniform allowance will be payable on September 1st of each year allocated as follows:

Sworn	\$880 annually
Non-Sworn	\$660 annually

Section 17.04. Safety Equipment

For designated employees, the County agrees to supply safety equipment to all new employees and to replace equipment as needed for current employees. While safety equipment is being defined in this agreement, the determination of appropriate safety equipment is made by the department head and may be changed as deemed necessary.

- A. **Safety Equipment Items Defined.** For purposes of this section, the term "safety equipment" issued while assigned to the **Patrol Division of the Sheriff's Department** shall refer only to the following listed items:

1. Handgun
2. Holster
3. Gun Belt
4. Magazine Holder
5. Flashlight
6. Handcuffs
7. Handcuff Case

8. CPR Mask
9. Keeper Straps (4)
10. Glove Pouch
11. Rain Pants – Seasonal upon Request
12. Rain Jacket – Seasonal upon Request
13. Rain Boots – Seasonal upon Request
14. Badge
15. Vest
16. Radio and Associated Accessories
17. Baton with Case
18. Department Approved Chemical Agent with Case

B. For the purposes of this Section and when the employee is assigned to the **Correctional Division of the Sheriff's Department**, the term "safety equipment" shall refer only to the following listed items:

1. Handgun
2. Holster
3. Gun Belt
4. Keeper Straps (4)
5. Magazine Holder
6. Handcuffs
7. Handcuff Case
8. Badge
9. Flashlight
10. Radio and Associated Accessories
11. Department Approved Chemical Agent with Case
12. CPR Mask

C. **Safety Equipment Items Defined.** For purposes of this section, the term "safety equipment" issued while assigned to the **Special Investigation Unit of the Health and Human Services Department** shall refer only to the following listed items:

1. Handgun
2. Holster
3. Magazine Holder
4. Flashlight
5. Handcuffs
6. Handcuff Case
7. Badge
8. Body Armor Vest
9. Radio
10. Rapid Containment Baton and Holder
11. Department Approved Chemical Agent
12. Web Gear: belt, holster, magazine holder, radio holder, baton holder, handcuff case, flashlight holder and (4) keeper straps.

- D. **Safety Equipment Items Defined.** For purposes of this section, the term "safety equipment" issued while assigned to the **District Attorney's Investigators Unit in the District Attorney's Department** shall refer only to the following listed items:

1. Glock 22C Handgun
2. Holster
3. Duty Belt
4. Handcuffs
5. Handcuff Case
6. Keepers (4)
7. OC Spray
8. OC Spray Holder
9. Flashlight
10. Flashlight Holder
11. Baton
12. Baton Holder
13. Magazines
14. Magazine Pouch
15. Portable Radio
16. Radio Holder
17. Digital Voice Recorder
18. Digital Camera
19. Smartphone
20. Plain Clothes Holster
21. Plain Clothes Magazine Pouch
22. Plain Clothes Cuff Pouch
23. Tactical Vest
24. Ballistic Vest
25. Marked Jacket

When reference is hereafter made to the County supplying safety equipment to eligible employees, it is intended that each eligible employee shall be provided with one of each of the items identified above unless otherwise specified.

- E. The return, replacement, purchase and repair of safety equipment items is as follows:

1. Purchase or return of safety equipment.
 - a. An employee who terminates his/her employment for any reason who has been issued safety equipment by the County shall promptly return all such equipment to the County.
 - b. An employee who has been issued safety equipment by the County who is subsequently promoted, demoted or transferred to any position requiring less safety equipment shall promptly return to the County all safety equipment items not required of the new position.

2. Replacement of safety equipment items.

- a. Safety equipment shall be considered for replacement at any time that such equipment does not meet the standards specified by the Department Head or his/her designee and/or when the normal life expectancy of individual items has been reached. The life expectancy of new items for purposes of this section is set forth in the following table:

<u>8 years</u>	
Flashlight	Magazine Holder
Rain Jacket	Keeper straps
Holster	Long baton
Gun Belt	Chemical Agent Case
Glove Pouch	Rain Pants
Handcuff Case	Rain Boots

- b. The County shall inspect safety equipment. At the time of the inspection, the Department Head or his/her designee shall determine the condition of the item and, based upon its condition, shall specify either that such equipment be replaced or repaired.

3. Damage to or loss of safety equipment items. Any employee who sustains a loss of or damage to the safety equipment items specified other than ordinary wear and tear shall immediately report such damage or loss to the Department Head or his/her designee.

- a. If a determination is made by the Department Head or his/her designee that the damage or loss resulted from carelessness or negligence on the part of the employee, the employee will be required to replace the item at his/her own expense.
- b. If a determination is made by the Department Head or his/her designee that the damage or loss did not result from carelessness or negligence on the part of the employee, such equipment shall be replaced at the County's expense.

ARTICLE 18 ASSIGNMENTS REQUIRING TRAVEL

Section 18.01. Travel Expenses

Whenever an employee is ordered or authorized to travel in the performance of his/her duties, s/he shall be compensated for the necessary travel expenses at actual cost including transportation, lodging and meals.

Section 18.02. Travel Allowances

- A. **General Travel.** The Board shall fix maximum allowable travel expenses which shall apply uniformly to all employees.
- B. **Peace Officer Standards and Training (P.O.S.T.) Training.** When a Sheriff's Department employee attends P.O.S.T. out of town training, the County shall advance to the employee expenses estimated in accordance with P.O.S.T. reimbursement guidelines. Final adjustments shall be made upon return by the employee.

Section 18.03. Assignments Requiring Travel

- A. **Purpose.** This Article sets forth the minimum authorization requirements for driving a County-owned or privately-owned vehicle by employee or volunteer who is authorized to drive on County business and also sets forth standards of driving performance. These requirements and performance standards are necessary to reduce the County's risk liability to a minimum level.
- B. **The Department Head or his/her designee and Employee Responsibility.** Department Head or his/her designee may authorize driving privileges to an employee or volunteer who must drive a County-owned, a County-leased and/or a privately owned motor vehicle to perform his/her assigned functions, provided the employee meets the following requirements:
 - 1. Presents to the Department Head or his/her designee a valid California driver's license appropriate for the motor vehicle(s) the employee will be authorized to drive;
 - 2. Has no physical impairment(s) which precludes driving;
 - 3. Maintains a valid California driver's license;
 - 4. If requesting authorization to drive a private car then s/he must certify to having minimum liability insurance coverage as required by the financial responsibility law of the State Vehicle Code and has a current and valid vehicle registration.
- C. **Authorization Forms.** Driver authorization forms for both County and private cars shall be developed and revised as necessary by the County Human Resources Department. The Department Head or his/her designee shall use the appropriate form(s).
- D. **Motor vehicle record check.** Motor vehicle record checks may be made by the County Human Resources Department with the cooperation of the California State Department of Motor Vehicles in the following instances:

1. New driver authorizations;
2. Renewals of driver authorizations;
3. Whenever deemed necessary by the Safety Board's Accident Review Committee and/or the Department Head or his/her designee.

All record checks shall be deemed confidential material.

- E. **Cancellation.** An authorized driver's driving privilege shall be deemed to be automatically canceled if a motor vehicle record check on the employee or volunteer driver reveals that such driver has no license, or has a suspended or revoked license. The Department Head or his/her designee shall cancel a previously authorized driving privilege whenever an employee or volunteer retires, terminates, is discharged, or whenever the privilege is no longer necessary for job functions.
- F. **Poor driving performance.** When an employee is required to drive in the performance of duty, his/her ability and willingness to drive safely is an important aspect of overall performance of duty. The failure of an employee to drive safely must be a matter of concern to the Department Head or his/her designee who will be expected to take all means available to identify a poor driver and to improve his/her performance or possibly to relieve the employee of that duty. Poor driving, as other poor performance, can be the basis for discipline pursuant to Article 25 of this MOU as well as other disciplinary and corrective measures. According to Article 25, discipline may include discharge, suspension, reduction in rank of compensation for disciplinary purposes, reprimand as well as other corrective measures. The Department Head or his/her designee shall monitor the accident reports of employees in order to control and minimize the risk liability to the County. To assist in the identification of poor drivers, the following may be considered:
1. **Repeated non-serious accidents.** These are instances where an authorized driver has a record of 3 or more on the job, non-serious, preventable vehicle accidents in the past 12 months, or 4 in 24 months. Non-serious, preventable accidents are accidents that do not result in injuries to persons nor is there damage to the property of any 1 person or the County that is more than \$250.
 2. **Serious preventable vehicle accidents.** This is defined as any time an authorized driver has a preventable vehicle accident on the job resulting in injury or death, or damage to property of any 1 person or the County exceeding \$250.
 3. **Willful misconduct or recklessness.** This is any occasion when the facts reported to the Department Head or his/her designee appear to show acts more serious than a simple failure to exercise due care.
 4. **Citizen complaints.** Citizen complaints or complaints from other County employees against a County driver for alleged improper driving for whatever reason shall normally be validated and investigated by the County Human Resources Department. Findings shall be reported to the Department Head for action or disposition which is in accordance with this Article.

ARTICLE 19 LAW ENFORCEMENT EDUCATIONAL AND PEACE OFFICER STANDARDS AND TRAINING (P.O.S.T.) CERTIFICATE INCENTIVE PROGRAM

Section 19.01. General Policy

The Law Enforcement Educational and P.O.S.T. Incentive Program has the purpose of encouraging educational achievement to enhance law enforcement services and provide for employees who are better equipped to meet the needs of the residents of the County.

Section 19.02. Eligibility

All employees shall be eligible for the Education Incentive Program.

Section 19.03. Qualification Criteria

A. Educational Incentive

1. In order to qualify, an eligible applicant must have completed an Associate of Arts or Science degree OR a Bachelor of Arts or Science degree from an accredited college or university in 1 of the following major course areas: Psychology, Sociology, Business Administration, Public Administration, Social Science, Criminology, Police Science, Administration of Justice or Criminal Justice, and Information Technology.
2. Should a major not be stated on a transcript or diploma, the attainment of 18 units in only 1 of the above course areas shall be considered equivalent to a major in that area of study. Transcripts must be submitted to substantiate the 18 units.
3. Law enforcement educational or P.O.S.T. incentive will be credited in the first pay period reasonably available after submission of qualifying proof of formal education.

B. P.O.S.T. Incentive

1. In order to qualify, an eligible applicant must have completed an Intermediate P.O.S.T. Certificate or an Advanced P.O.S.T. Certificate.
2. P.O.S.T. incentive will be credited in the first pay period reasonably available after submission of qualifying proof of formal education.

Section 19.04. Procedures

- A. Forms and procedures to determine program eligibility and qualification shall be developed by the Human Resources Director based on the approved program. The Human Resources Director shall require that satisfactory proof of qualification be furnished by each eligible employee and that a copy of such proof be on file in the Human Resources Department and Auditor's Office.

- B. Employees who believe they meet the eligibility and qualifications criteria must file a request for determination of eligibility with the Human Resources Department. Once qualification has been determined according to the provisions included herein, no further filing is required unless there has been a change in the individual's qualification status or a break in service has occurred. Employees may only qualify on the basis of 1 certificate or 1 degree.

Section 19.05. Compensation

- A. **Monthly.** The Auditor shall pay to each eligible and qualified employee, based on proof of qualification furnished through the Human Resources Director an incentive of:

<u>Degree</u>	<u>Compensation</u>
Associates Degree in specified area	2.5% of monthly base rate
Bachelor's Degree in specified area	5% of monthly base rate

This premium compensation will apply only to those designated positions/classifications and will be paid monthly as a flat rate dollar amount calculated by multiplying the base rate for that classification by **2.5%** or **5%**.

OR

Intermediate P.O.S.T. Certificate	\$75.00 per month
Advanced P.O.S.T. Certificate	\$125.00 per month

- B. The total of the educational incentive shall not exceed **5%** of the monthly base rate. The total of the P.O.S.T. Certificate incentive shall not exceed **\$125.00**. Employees who have both the Associate's Degree and Bachelor's Degree shall receive educational incentive for only the Bachelor's Degree. Employees who have both Intermediate and Advanced P.O.S.T. certificates shall receive incentive pay for only the Advanced certificate. Employees with both educational degree(s) and P.O.S.T. certificate(s) shall receive incentive pay for one or the other, upon election of the Employee, and not for both the degree(s) and certificate(s).

ARTICLE 20 DELETED JANUARY 2015

The article formerly referenced as "Injury & Illness Prevention Program" was deleted from the MOU per mutual agreement.

ARTICLE 21 BILINGUAL PAY

Section 21.01. Bilingual Pay

General Policy

The County has identified certain positions which require bilingual language skills. Positions approved for bilingual pay will generally be those rendering services linking the County with clients who are largely monolingual in a language other than English. Designated bilingual employees will be expected to continue to perform all other job duties required of them by their classification.

Qualification

To qualify for a bilingual position, employees must be State certified or pass a County qualifying language test in the relevant language at the option of the County.

Premium Compensation

Designated bilingual employees shall be paid a premium compensation in the amount of **\$100** per month for bilingual pay.

Bilingual pay will be payable at the full monthly rate in any month a designated bilingual employee is on paid status at least half of the month. If a designated bilingual employee is on unpaid status or has been placed on paid administrative leave for more than half of the month, the bilingual pay will be reduced by half. No bilingual pay will be paid in a month if an employee is on LWOP or paid administrative leave for the entire month.

Designated bilingual employees hired or assigned bilingual pay within the first 15 days of the month shall receive the full monthly rate for their first month of employment; those hired or assigned bilingual pay after the 15th of the month will receive half of the bilingual pay for their first month of employment.

Designated bilingual employees leaving County service during the first 15 days of the month will receive half of the bilingual pay for that month; those leaving service any time after the 15th of the month will be paid the full monthly rate.

ARTICLE 22 DELETED JANUARY 2015

The article formerly referenced as "Pre-Employment Medical Review Program" was deleted from the MOU per mutual agreement.

ARTICLE 23 SHERIFF'S DEPARTMENT SPECIAL COMPENSATION

Section 23.01. Resident Hill Deputy Assignment Pay

An employee who is assigned the duties of a Resident Hill Deputy shall be paid premium compensation on the condition that he/she reside in the Yuba County hill area. They shall be paid this compensation for each month they are assigned the duties of a Resident Hill Deputy. A Deputy Sheriff who is assigned to the Yuba County hill area shall be paid:

3% of monthly base rate

This premium compensation will be paid monthly as a flat rate dollar amount calculated by multiplying the base rate for that classification by 3%.

Employees may be reassigned for a period of up to 90 consecutive days, during any 12 month period. They shall continue to receive Resident Hill Deputy Assignment Pay during this time, but shall not be entitled to any travel pay for this assignment. This assignment may not be grieved or appealed.

Section 23.02. Trainers Pay

Employees who are assigned by the Sheriff to a Field Training Officer (FTO) or a Communications Training Officer (CTO) specialized unit of duty will receive premium compensation for all hours worked (including regular and overtime hours). The Sheriff shall evaluate individual training officer positions for the continuation of assignment. The Sheriff reserves the sole right to reassign personnel from training officer positions, with or without cause, based on the overall needs of the department. Such reassignments are not considered punitive in nature, and are considered a management prerogative and therefore not subject to the grievance procedures.

This premium compensation will apply only to those designated positions/classifications and will be paid monthly as a flat rate dollar amount calculated by multiplying the base rate for that classification by 5%. The positions/classifications for which this premium compensation applies are listed below:

FTO Corrections
FTO Patrol
CTO Communications Dispatcher
Classification Pay (Jail Classification Officers)
Officers in Charge (OIC)

Officers in Charge (OIC) are appointed to supervise a shift for Jail and Patrol functions and shall receive compensation for the actual time the employee is performing duties as an OIC.

The Sheriff, in his/her sole discretion, may identify and limit the number of jail or patrol deputies who receive OIC or Classification pay.

Section 23.03. Specialty Assignment Incentive Pay

The County agrees to increase the monthly salary for each month an employee is assigned to the specialty assignment:

Detective Unit - Deputy Sheriff 5% of monthly base rate

This premium compensation will be paid monthly as a flat rate dollar amount calculated by multiplying the base rate for that classification by 5%.

Detective Unit assignment shall include the responsibility to be on-call Personnel with on-call responsibility as part of their duties who receive a 5% premium pay shall not be eligible for the on-call pay defined in Article 6.

Section 23.04. Canine Unit

Employees who are assigned to the Canine Unit will be compensated for an additional 45 minutes per day as full and complete compensation for all time spent in the care, feeding, grooming and other needs of the dog during the employee's off duty hours. This time shall be paid at the rate of **\$15.00** per hour.

The routine reassignment by the Sheriff or his/her designee from a Canine assignment to a non-canine assignment shall not be considered as a demotion or loss of pay and shall not be subject to the grievance or appeal process unless presented as a punitive action.

Section 23.05. Shift Differential

Employees in the Sheriff's Department who are assigned to swing shift shall be paid an additional **\$3.00** per shift worked. Employees who are assigned to graveyard shift shall be paid an additional **\$6.00** per shift worked. In no case shall an employee receive both swing and graveyard differential pay for any one shift.

Employees who work a combined shift of swing and graveyard will be compensated for the shift in which the majority of hours are worked. If the hours are equal, the employee shall receive the higher compensation.

Shift differential shall not be included in the employee's base pay rate when computing overtime compensation, except where the FLSA so requires. Any employee, who is regularly assigned to either swing shift or graveyard shift who receives a shift differential and who does not report to work, shall not receive the shift differential.

- A. **Swing Shift Differential.** For purposes of this section, "swing shift" differential shall be defined as an assigned work shift of 7 or more consecutive hours which includes at least 4 hours of work between the hours of 4:00 p.m. and 12:00 a.m. (midnight).
- B. **Graveyard Shift Differential.** For purposes of this section, "graveyard shift" differential shall be defined as an assigned work shift of 7 or more consecutive hours which includes at least 4 hours of work between the hours of 12:00 a.m. (midnight) and 8:00 a.m.

Shift differential will be paid to employees assigned to swing and/or graveyard shifts only. Overtime which is worked as an extension of an assigned shift shall not qualify an employee for shift differential.

Section 23.06. Court Time

- A. The provisions of this section apply to time when an employee in the Sheriff's Department is required to work for the sole purpose of appearing in court during his/her regularly scheduled off duty hours in a duty-related capacity.
- B. An employee shall be credited with a minimum of 3 hours worked for any time required to appear in court during regularly scheduled off duty time or the actual hours of the appearance, whichever is longer.
- C. The provisions of this section are not applicable to employees who appear in court during regularly scheduled work hours or any hours immediately before or after regularly scheduled work hours where no break in time worked occurs.

ARTICLE 24 DELETED JANUARY 2015

The article formerly referenced as "Voluntary Time Off Program" was deleted from the MOU per mutual agreement.

ARTICLE 25 DISMISSAL, SUSPENSION, REPRIMAND, DEMOTION AND RIGHT OF APPEAL

Section 25.01. Regular Employees – Disciplinary Action and Notice

An employee may be reprimanded, suspended, demoted or dismissed by the Department Head or his/her designee. The procedures outlined below shall be adhered to in all instances where said action(s) is/are contemplated:

- A. When an employee receives a formal written reprimand from an appointing authority, the employee has **10** work days after receipt of the letter to file a written or oral response to the letter. (Public safety officers have **30** days in accordance with Section 3306 of the Government Code.) The Department Head or his/her designee may then modify, amend, or revoke any part of the formal written reprimand. The employee's response will be considered by the Department Head or his/her designee. If it is demonstrated that any part of the formal written reprimand is inaccurate or not factually supported it will be modified, amended, or revoked. Unless revoked completely, the formal written reprimand as amended or modified by the Department Head or his/her designee along with any written response shall be placed in the employee's personal history file in the Human Resources Department. The written reprimand and response shall remain in the employee's personal history file for a period not to exceed 2 years from the date the final reprimand was issued.

- B. Prior to suspension, demotion, or dismissal, the Department Head or his/her designee must contact and discuss such action with the Human Resources Director and/or the County Counsel or their designees.

- C. After the discussion in subsection B above, an appointing authority who concludes that suspension of more than **5** work days, demotion or dismissal is justified, shall notify the affected employee(s) in writing of the proposed action; the reasons therefore with a copy of charges and material on which it is based (except that the department may not use critical incident reports which are over 12 months old or involve behavior not referenced in a prior evaluation or a disciplinary action), and the right to respond to the Department Head or his/her designee. Said notice must be served on the employee at least **5** working days before the intended action.

- D. The employee shall be entitled to a meeting with the Department Head or his/her designee within **5** working days of notice of the proposed action to answer the charges; OR to present an answer in writing to the charges during the same period. Subsequent to the meeting with or review of written material provided by the employee(s), the Department Head or his/her designee may:
 - 1. Carry out the disciplinary action by written order;
 - 2. Negate the intended action;
 - 3. Impose a lesser disciplinary action;

4. Notify employee of a greater disciplinary action intended within 5 calendar days before the intended action and a meeting/review of written material as set forth in subsection D above.
- E. For suspensions of 1 through 5 days, subsection C through E above may be administered after the beginning of the disciplinary action but no later than 7 calendar days after imposition of the disciplinary action.
- F. All written orders shall be served on the employee and a copy sent to the Human Resources Department. If personal service upon the employee is impossible, a copy of the order shall be sent by registered mail to the employee at his/her last known address.
- G. Management reserves the right to immediately suspend an employee for irrational or improper behavior prior to the written notice required in subsection C above with the reviews and notices required in the above subsections begin as soon as possible after the imposition of the suspension.

Section 25.02. Causes for Discipline

Each of the following constitutes cause for discipline of an employee or person whose name appears on any employment list:

- A. Fraud in securing appointment, including but not limited to falsification of application in securing appointment, and false information concerning professional licenses or certifications.
- B. Incompetency.
- C. Inefficiency.
- D. Inexcusable neglect of duty.
- E. Insubordination.
- F. Dishonesty.
- G. In possession of, or trafficking in, or under the influence of alcoholic beverages or illegal drugs while at work or on county property.
- H. Intemperance.
- I. Inexcusable absence without leave.
- J. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- K. Discourteous treatment of the public or other employees.
- L. Political activity which is in violation of federal, state or local laws and regulations.
- M. Use of County property in violation of law or Board order.

- N. Violation of this MOU and any rule set forth in the Merit Resolution#2002-21, or as may be amended.
- O. Any other failure of good behavior or acts either during or outside of duty hours which are incompatible with or inimical to the public service.
- P. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.
- Q. Violation of any of the provisions set forth in the Merit Resolution #2002-21, Article 19, Prohibited Activities.
- R. Violation of The Employment of a Relative rule set forth in the Merit Resolution #2002-21 Article 3, Subsection 10.
- S. Violation of written County or departmental policies including but not limited to those relating to safety issues, harassment, discrimination and/or violence.
- T. Neglect or willful damage to public property or waste or public supplies or equipment.
- U. Failure or refusal to cooperate in an investigation being conducted by the County.

Section 25.03. Right of Appeal

- A. Any regular employee who is suspended, demoted or dismissed, except for dismissal or demotion of a probationary employee, may appeal from such order by filing notice of appeal with the County Human Resources Director within 5 working days after service on such employee of the order as herein above provided. Probationary employees shall have no right of appeal for dismissal or demotion except as contained in the County Merit Resolution #2002-21, Article 14 and the County Ordinance Code Section 3.10.100(ii). Within 15 days from the date of service of said order upon the employee, such employee shall file with the Human Resources Director an answer in writing to the charges set forth in the order of disciplinary action. The Human Resources Director shall review said order, notice of appeal, and answer and shall then discuss the disciplinary action and appeal with the employee and/or his/her representative and the Department Head or his/her designee in order to determine if a hearing is necessary.
- B. In the event an agreement regarding disposition of the matter cannot be reached within 15 days after filing of the answer to the charges, and upon the request of the employee, the Human Resources Director will contact the State of California, Office of Administrative Hearings to request the assignment of a Hearing Officer to hear the appeal. In the event the Office of Administrative Hearings cannot provide an Administrative Law Judge to preside over the hearing within 30 days from the date of the appeal, the Human Resources Director may obtain a list of 5 hearing officers submitted by the American Arbitration Association and a Hearing Officer may be selected from said list by alternatively striking names until 1 name remains. The party to strike the first name shall be selected by lot. The parties to the hearing may directly select a neutral third party to hear the matter and render a decision. The employee and/or his/her representative must agree within 10 days to a hearing date after contact by the Human Resources Director or the appeal will be considered to have been abandoned by the

employee and will not be scheduled. Said Hearing Officer will commence hearing the matter as soon as possible.

- C. If any employee alleges that the suspension, demotion, or dismissal resulted from discrimination based on race, color, religion, sex, handicap, medical condition, marital status, age, ancestry or national origin, an appeal will be heard on this issue only if the employee's allegation is supported by a written statement of grounds or reasons which are deemed by the Hearing Officer to be sufficiently clear and concrete to permit a hearing. The written statement of grounds must be served on County Counsel at least 2 days prior to the hearing. The burden of proof shall be on the complainant to show by a preponderance of evidence that an unlawful discriminatory action occurred.

Section 25.04. Hearing

The following rules shall apply to any Hearing conducted under the provisions of this section.

- A. The Hearing shall be public except that, if the employee requests that the matter be heard privately, it shall be so heard.
- B. Subpoenas and Subpoenas Duces Tecum may be issued in accordance with Section 11510 of the Government Code.
- C. The Hearing shall be conducted in accordance with Section 11513 of the Government Code.
- D. The provisions of Section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this section and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the Hearing Officer. In those cases where the Board reheard the matter as provided by Section 5 of this Article, the Board shall establish such time limitations.
- E. All costs related to the Hearing directed to be incurred by the Hearing Officer and all fees of the Hearing Officer will be shared equally by the parties, except that,
 - 1. In the event the employee is fully reinstated; OR
 - 2. The employee is in a position funded in whole or in part by the federal or state government which comes under Section 19800 of the Government Code of the State of California, such costs and fees will be borne by the County department imposing the discipline.

At the County's discretion, and when the employee is not represented by an association or legal defense fund, the employee's estimated share of the costs shall be deposited with the County prior to scheduling of the hearing. Should the costs exceed the estimate, the employee's salary may be subject to automatic withholding in an amount not to exceed 10% of gross pay per month until paid in full. The County will give no less than 2 weeks prior notice to the commencement of such withholding and employee will execute any and all documents reasonably requested by County to permit such withholding. Failure to execute such agreement will subject the employee to discipline. Other costs including attorney fees shall be borne by the party who incurs said costs.

Section 25.05. Decision

- A. The Hearing Officer shall within **15** working days after said hearing make a finding as to whether or not the employee was suspended, demoted, or dismissed for the reasonable cause set forth in the notice of disciplinary action and shall also make a recommendation as to the appropriate disposition of the case.

Written findings and recommendations shall be forwarded by the Hearing Officer to the Clerk of the Board of Supervisors, Human Resources Director, the Department Head, and the employee. These findings and recommendations must be placed on the agenda for presentation to the Board in accordance with standard agenda procedures at its first regular meeting after they have been received.

The Board will take the findings and recommendations of the Hearing Officer under advisement and will render a decision within **20** days after the presentation of said findings and recommendations to the Board. The Board may:

1. Follow the recommendation of the Hearing Officer; OR
2. Reinstatement the employee; OR
3. Order any disciplinary action which it judges to be appropriate based on the evidence; OR
4. Rehear the matter under the provisions of subsection 4 of this Section.
5. In these cases, the Board's decision shall be final and binding on all parties.

- B. The procedures in this section shall be followed except as outlined below:

1. In cases where discrimination in suspension, demotion, or dismissal based on race, religion, color, sex, marital status, handicap, medical condition, age, ancestry, or national origin is alleged and proven, the Hearing Officer shall have the authority to reinstate the employee without prejudice where such decision is supported by the written findings of the Hearing Officer.
2. For employees in positions funded in whole or in part by the federal or state government which come under Section 19800 of the Government Code of the State of California, the decision of the Hearing Officer, in matters of demotion or dismissal, is final and binding upon all parties within the limits and the authority of Hearing Officers as may be found in relevant sections of this MOU.
3. The Hearing Officer shall have no power to alter, amend, change, add to or subtract from any ordinance, resolution, rule or regulation approved by the Board of Supervisors.
4. The Hearing Officer shall have no power to award punitive damages.
5. The Hearing Officer's findings and award shall be based solely on the evidence presented at the hearing.

6. The decision of the Hearing Officer, as outlined in subsections B.1 and B.2 above, shall not be subject to modifications by the Board of Supervisors and shall be implemented by Board order.

ARTICLE 26 EMPLOYEE PERFORMANCE APPRAISAL AND EVALUATION

Section 26.01. Purpose

Through the following written and oral review procedures, all aspects of regular employee work performance will be reviewed and assessed as a means of enhancing employees' career growth and development; identifying above and below satisfactory work performance; fostering employer-employee relations; providing a high level of service to the public and effectively utilizing human resources to carry out the public business.

Section 26.02. Procedures

- A. All regular employees, except as noted, shall receive at least an annual written performance appraisal and evaluation on forms prescribed and/or approved by the Human Resources Director.
- B. An employee who receives a rating of overall less than satisfactory and/or a recommendation for denial of his/her merit step increase will have included in their evaluation:
 - 1. A clear statement identifying specific problems with the employee's work performance which support the rating and/or merit increase denial;
 - 2. Factual evidence to support any identified statements of deficiency;
 - 3. Reference to any prior counseling regarding problems with the employee's performance;
 - 4. Constructive recommendations for improving or addressing performance deficiency;
 - 5. A suggested time frame for improvement.
- C. Outstanding performance shall be recognized as well as less than satisfactory performance.
- D. Each performance appraisal covering a particular time period shall document only that performance which actually occurred during the subject appraisal period.

Section 26.03. Review of Performance Appraisal

Each performance appraisal must be discussed with the employee prior to the Department Head or his/her designee's appraisal or prior to the time the appraisal is placed in the employee's central personnel file. Every employee has the right to meet with the Department Head or his/her designee concerning the results of the performance evaluation. Said review must follow the formal chain of command established for the department. Evaluations may not be appealed, however, should the employee not agree with an evaluation, after meeting with the Department Head or his/her designee, s/he shall have the right to file a written response within 30 days which shall be filed in his/her personnel file with the evaluation. The evaluation may be modified by or at the direction of the Department Head or his/her designee if s/he determines

that it is unsupported by factual data, evidence of prior counseling or it is determined that the evaluation is arbitrary or capricious.

Section 26.04. Withhold Longevity/Merit Step Index Increase

Longevity/Merit Step Index increases will occur automatically on the employee's SAD unless the Human Resources Department is notified at least **30** days in advance that the employee has received an evaluation that is less than Meets Standards and is on a Performance Improvement Plan (PIP). If an increase is withheld due to a PIP, it will not be approved until the Department notifies the Human Resources Department that the employee's performance at least meets standards. [Reference Section 32.06 and 32.16 Salary Anniversary Date for Merit/Longevity Index Rate Adjustments of this Agreement]

ARTICLE 27 LAY-OFF AND REINSTATEMENT

Section 27.01. Lay-Offs

The Department Head or his/her designee may lay-off employees pursuant to this Article:

1. Whenever it becomes necessary because of lack of work or funds; OR
2. Whenever it is deemed advisable in the interests of economy to reduce the force in a department.

Section 27.02. Order of Lay-Offs

Employees shall be laid off in the following order:

- A. Lay-off shall be by department and class within the department except as otherwise noted herein.
- B. When it becomes necessary to reduce the force in any department, lay-off of regular employees shall be in the order in which their names appear on the Lay-Off List for the affected class, as prepared by the Human Resources Director, with those persons having the least seniority credit being first laid off.
- C. A designated position which requires special or unique knowledge or skills critical to the operation of County business which is in the same class as other positions within a department or office may be exempted from the provision in this Article when recommended by the Department Head or his/her designee and approved by the County Administrator.

Section 27.03. Lay-Off List Computation

When it becomes necessary to reduce the work force in any department, the Human Resources Director shall establish a lay-off list by department and class. Said lay-off list shall be based upon seniority as follows:

A. Seniority Defined

1. For each regular employee, except as modified in Section 27.02 of this Article, seniority will be measured from such employee's initial appointment to permanent county service. Seniority shall not be calculated nor included for any period during which the employee did not receive compensation. For any employee who is re-employed after permanent separation, seniority shall be measured from the date of his/her most recent appointment.
2. Regular employees who held seasonal or limited term status prior to permanent appointment shall receive seniority credit for said status only if the service was continuously compensated employment prior to a permanent position.
3. 1 point seniority credit shall be given for each full calendar month of service as specified in subsection A.1 and A.2 above or for any period of one half or more of a calendar month for the first or last months of employment. Except that

permanent part-time employees shall receive seniority credit on a proportionate basis to their monthly regular schedule services.

- B. **Tie Breaking.** When 2 or more regular employees have the same total Lay-Off credit, the tie shall be broken and preference given in the following sequence:
1. Employees with the greatest seniority as reflected by the date of appointment as computed in subsection A of this Section.
 2. Employees with the highest position on the employment list of permanent appointment to his/her present class.
 3. Random drawing.

Section 27.04. Notice of Lay-Off

The Department Head or his/her designee shall provide written notice in person OR by certified mail, postage prepaid, return receipt requested and correctly addressed to the last known mailing address of the employee as found in the records of the Human Resources Department if personal service cannot be made, said notice shall be effective when mailed by ordinary mail to said address. Notice of Lay-Off shall be mailed or delivered to all regular employees affected by a layoff at least **15** days prior to the effective date of the action. Said notice shall include:

1. Reason for layoff.
2. Regulations pertaining to demotion and displacement in lieu of layoff.
3. Effective date of the action.
4. Conditions governing retention on and reinstatement from re-employment lists.
5. Rules regarding waiver of reinstatement and voluntary withdrawal from the re-employment list.
6. Lay-off list credit of the employees.

All employees not in regular positions shall be notified of appointment termination at least **48 hours** prior to the effective date of the action. An employee who is to be laid off may elect to accept such lay-off prior to the effective date thereof.

Section 27.05. Demotion and Displacement in Lieu of Lay-Off

- A. In lieu of being laid off, an employee may elect demotion and displacement in lieu of lay-off in the same department, to a class previously held by said employee with a lower salary range or to a lower class within a class series which the employee either holds or previously held a class. Class series means a class with the same title but different levels as identified as I, II, III, with a possible IV.
- B. Demotion and displacement rights to specified classifications shall be applicable only within the department and subject to lay-off list provisions in this Section based on seniority and ability.

- C. Notwithstanding subsection A and B above, employees who are transferred in accordance with the Merit Resolution #2002-21, Article 15, Section 2 and are subject to lay-off, should retain their rights to demotion and displacement in lieu of lay-off in the previous department or to whichever department the employees previous position has been allocated to if the interdepartmental transfer was initiated by the County. Should an employee exercise their rights under this section, all conditions and provisions of these rules shall be applicable.
- D. To be considered for demotion and displacement in lieu of lay-off, an employee must notify the Human Resources Department in writing of this election no later than 5 calendar days after receiving the notice of lay-off. Regular employees shall have an additional 5 calendar days after each notification that lay-off credit is insufficient to allow displacement as computed in Section 3 of this Article. The Human Resources Director must be notified, in the time frame noted above, for a regular employee to elect to displace to the next lower class.
- E. The Department Head or his/her designee may request that the department be exempted from this section if s/he is able to demonstrate to the Board of Supervisors that this process would damage the overall efficiency and effectiveness of the department.

Section 27.06. Extra-Help Employment for Laid Off Employees

Should a regular employee be laid off from a classification and department which utilizes extra-help employees in that classification to maintain staffing levels or to perform special projects, the department shall offer available extra-help employment to the laid-off employee. Utilization of extra-help shall not supplant regular employees.

Section 27.07. Priority Consideration

An employee who has received formal notice of his/her separation from employment resulting from a pending layoff in accordance with Section 27.01 of this Article, may elect to have his/her name forwarded for Priority Consideration for any County vacancy for which s/he meets the Minimum Qualifications.

The names of qualifying employees will be sent to the department head of any department that has a vacancy as soon as possible, but no later than 5 working days after the Human Resources Department is notified by the department of the vacancy.

The department with the vacancy is not required to select anyone from the Priority Consideration list; however, the department head or designee is required to interview all employees whose names are submitted to him/her before making a final decision on filling the vacancy. If the department head would still prefer to consider applicants from a Merit List, s/he may do so without rejecting from consideration anyone on the lay-off list until a final selection is made for the vacant position.

Employees who want to participate in this program must submit a request in writing to the Human Resources Department and complete a current application (and resume if s/he wishes) with the position title left blank. The Human Resources Department will have the authority, only under this program, to copy the employee's application, fill in the position title, and forward it to the department head for consideration. The employee's right to participate in this program will terminate on the effective date/time of his/her lay-off and separation from County employment.

Employees who transfer to another department in accordance with this program are subject to the terms and conditions of a transfer as set forth in the Merit Resolution #2002-21, Article 14, Section 3 Probationary Period upon Promotion and Article 15 Transfers.

ARTICLE 28 SALARY

Section 28.01. Salary Adjustment

Cost of Living Adjustment (COLA) Increases for the employees represented by DSA will be:

Effective 7/1/2013, salaries for employees in the Sheriff's Department will increase by **2%** of base salary.

Effective 7/1/2013, salaries for employees classified as District Attorney Investigators and Welfare Fraud Investigators will increase by **5%** of base salary.

Section 28.02. Future Salary Adjustments

In addition to the above COLA's, the following COLA's will be implemented:

Effective 7/1/2014, salaries for employees will increase by **2%** of base salary.

Section 28.03. Equitable salary adjustment in exchange for County no longer paying Employee share of PERS Retirement Contribution (EPMC) for Sheriff's Department Employees.

1. **Effective July 1, 2014**, employees in the Sheriff's Department will pay half of the EPMC which is presently 9% for Safety members and 7% for Miscellaneous members. Safety members will pay **4.5%** of the EPMC and Miscellaneous members will pay **3.5%** of the EPMC. In recognition of this contribution and in conjunction with the COLA in Section 2 above, Safety members will receive a **4.5%** equity salary increase and Miscellaneous members will receive a **3.5%** equity salary increase to be implemented concurrently with the COLA in Section 2 on July 1, 2014, making the total increase to base salary for Safety members **6.5%** and the total increase to base for Miscellaneous members **5.5%**.
2. **Effective July 1, 2015**, employees in the Sheriff's Department will pay the remaining half of the EPMC. Safety members will pay the remaining half (**4.5%**) of the EPMC and Miscellaneous members will pay the remaining half (**3.5%**) of the EPMC. In recognition of this contribution, Safety members will receive a **4.5%** equity salary increase and Miscellaneous members will receive a **3.5%** equity salary increase.

ARTICLE 29 RETIREMENT

Section 29.01. Retirement Formula

Retirement formula will be determined in accordance with Public Employment Retirement Law, the Public Employees Pension Reform Act of 2013 and this memorandum of understanding. Where conflicts arise the law will prevail.

Employees identified by CalPERS as **Classic Members**:

- The 2% @ 50 PERS Formula shall be provided for public Safety category employees.
- The 2% @ 55 PERS Formula shall be provided for Miscellaneous category employees.

Employees identified by CalPERS as **New Members**:

- The 2.7% @ 57 PERS Formula shall be provided for Public Safety category employees.
- The 2% @ 62 PERS Formula shall be provided for Miscellaneous category employees.

New CalPERS members after 7/1/2013, will have an employee contribution rate of at least 50 percent of the normal cost rate for their defined benefit plan, rounded to the near ¼ percent; adjusted periodically as determined by PERS. As of 7/1/2013, this employee contribution is **10%** for Safety members and **6.25%** for Miscellaneous.

All other current retirement benefits in the existing contract between the County and PERS shall remain in effect.

Section 29.02. Retirement Contribution

As set forth in Article 28, the Parties agree that per the terms of this contract, the County will no longer pay the Sheriff's Department employees' share of retirement contributions (EPMC) to PERS, which is presently 9% for Safety Classic Members and 7% for Miscellaneous Classic Members and the employees will begin paying the employees' share of retirement contributions (EPMC) to PERS as of the following effective dates and in accordance with law:

1. **Effective July 1, 2013**, all **New** CalPERS members, both Safety and Miscellaneous, will be responsible for the full amount of the employee contribution as previously listed.
2. **Effective July 1, 2014**, **Classic** CalPERS Safety Members will pay 4.5% of the employees' share of PERS retirement contribution and **Classic** CalPERS Miscellaneous Members will pay 3.5% of the employees' share of PERS retirement contribution.
3. **Effective July 1, 2015**, **Classic** CalPERS Safety Members will pay the remaining portion of the employees' share of PERS retirement contribution (presently 4.5%) and Miscellaneous Members will pay the remaining portion of the employees' share of PERS retirement contribution (presently 3.5%).

Section 29.03. Pre-Retirement Option 2 Death Benefit

Public Employees Retirement System (PERS) offers a benefit for employees that can provide retirement benefits to a qualified spouse or domestic partner should the employee be eligible to retire but the employee dies prior to his or her actual retirement date. The County and DSA agree as follows:

1. No later than June 30, 2014, the County agrees to initiate and complete an actuarial study to determine the costs of the Pre-Retirement Option 2 Death Benefit for Safety Members.
2. In the County's opinion, should the actuarial study present costs of this benefit that are reasonable and can be implemented in the next budget year, the County agrees to implement this benefit no later than July 1, 2014.

Update: Effective September 1, 2014, Pre-Retirement Option 2 Death Benefit the County contracted with CalPERS to provide Section 21548 Pre-Retirement Option 2W Death Benefit for the MISC and Safety Retirement Plan members. This benefit provides that the spouse or domestic partner of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Option 2W Death Benefit which is the highest monthly allowance a member can leave a spouse or domestic partner in lieu of the lump sum Basic Death Benefit.

Section 29.04. Peace Officers Research Association of California (PORAC) Retiree Medical Reimbursement Trust

At the request of the DSA, once program implementation requirements are developed, discussed and approved by the County, employees may participate in the PORAC Retiree Medical Reimbursement Trust. It is understood by the County and the DSA, that the County will not make any monetary contributions to the trust on behalf of the County or an employee. The County's sole responsibility, if the program is approved by both parties to be implemented, is to transfer monetary contributions made by the employees through payroll deductions to the PORAC Retiree Medical Reimbursement Trust Administrator.

ARTICLE 30 AGENCY SHOP

A. **Scope of Coverage:**

The County of Yuba (hereinafter known as "the County") and the Yuba County Deputy Sheriffs' Association (hereinafter known as DSA) have entered into a Fair Share Fee Agreement (Agency Shop Agreement) for employees in bargaining unit 6 as authorized by Government Code 3500 and all appropriate subsections.

B. **DSA Responsibilities:**

DSA agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in bargaining unit 6 who have elected by secret ballot in accordance with the law to apply this agency shop agreement regardless of whether or not they are members of the DSA.

C. **Employee Responsibilities:**

All employees in, and all employees subsequently hired, promoted, demoted or transferred into classifications in bargaining unit 6 shall, as a condition of employment, fulfill one of the following:

1. Become and remain a member of the DSA; or
2. Pay to DSA a fair share fee in an amount which does not exceed the amount which may be lawfully collected under applicable constitutional, statutory and case law, and which under no circumstances shall exceed the monthly dues, initiation fees and approved assessments made during the term of this MOU; or
3. Do both of the following:
 - a. Execute a written declaration to DSA with a copy to the Payroll Division of the Auditor/Controller, that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - b. Pay a sum equal to the dues, initiation fees and approved assessments to a nonreligious, non-labor, charitable fund exempt from taxation under Internal Revenue Service Code Section 501(c)(3), chosen by the employee from the following charities:
 - i. United Way
 - ii. To be determined by the employee and approved by the Association.

The employee shall have, on a monthly basis, a payroll deduction of Union dues, fair share fees or charitable contribution based upon the current dues, assessments and fees scheduled authorized by DSA.

D. The County's Responsibilities:

All dues, fees, assessments and fair share fees shall be remitted to DSA in a timely manner, normally within fifteen (15) days from the date that such monies are withheld from the employee's payroll. The employer shall also provide to DSA a monthly report of those employees who have selected option C.3 above. Such report shall include the name of the employee, the amount deducted and the name of the organization to which such funds have been remitted.

E. Separation from Unit:

The provisions of this Agency Shop Agreement shall not apply during such period that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer, promotion, demotion, or reclassification out of the unit, lay-off, and leave of absence with duration of more than thirty (30) days.

F. Compliance:

An employee currently in a job classification represented by DSA shall be provided with an Employee Authorization for Payroll Deduction form by DSA. If the form authorizing payroll deduction for DSA dues, fair share fees, initiation fee, or charitable contribution is not returned to DSA within thirty (30) calendar days after notice of this fair share and initiation fee, DSA may, in writing, direct the County to withhold the fair share fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the fair share and initiation fees, and the County shall pay that same amount to DSA. All new employees shall be given an Employee Authorization for Payroll Deduction form during new employee orientation and requested to select one of the options. Should the new employee fail to complete the form during the orientation, the County shall inform DSA of the employee's name, classification and department. After a 30-day period, DSA will, in writing, direct the County to deduct the appropriate fair share fees and initiation fees. Such amounts shall then be withheld from the employee's monthly salary.

G. Forfeiture of Deductions:

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agency Shop Agreement, no such deduction shall be made for that period.

H. Hold Harmless:

In accordance with Government Code §3502.5(b), DSA agrees to indemnify and hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employees pursuant to this agreement.

I. Reporting Requirements:

DSA shall comply with all applicable provisions of Government Code §3502.5(f) with regards to financial reporting.

Employees who fail to provide DSA with a correct mailing address or who fail to notify DSA of changes in their mailing address and who, because of such failure, do not receive any notice required by law shall be entitled to such notice only upon contacting DSA to request such notice.

- J. **Duration:**
Notwithstanding the expiration of any agreement between the County and DSA, this Agency Shop Agreement shall continue in effect until rescinded as permitted by law.

ARTICLE 31 PROTECTED LEAVES

Section 31.01. General Policy

The County provides the following leaves: Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA) and California Pregnancy Disability Leave (PDL) as mandated by Federal or State law. More information may be obtained through the following links:

- **Family Medical Leave Act (FMLA):**
<http://www.dol.gov/dol/topic/benefits-leave/fmla.htm>
- **California Family Rights Act (CFRA):**
http://www.dfeh.ca.gov/Publications_CFRADefined.htm
- **California Pregnancy Disability Leave (PDL)**
<http://www.dfeh.ca.gov/res/docs/publications/DFEH-186.pdf>

If an employee feels they are entitled to a leave, the employee should contact Human Resources for the appropriate paperwork. The leaves will run concurrently where applicable. The County utilizes the rolling 12 month period measured backward from the date an employee uses FMLA leave.

ARTICLE 32 MERIT PROCEDURES FOR LONGEVITY / MERIT STEP INDEX

For employees hired on or before 6/30/2013 (employees hired after 6/30/13 see section 32.14 - 32.20):

Section 32.01. Salary Based upon Longevity and Merit

A regular employee's salary will be determined based upon successful job performance and years of loyal service to the County.

Section 32.02. Salary Determination or Adjustments

Unless specifically stated otherwise, employees hired prior to **July 1, 2013**, will have their salaries determined or adjusted by multiplying the Base Rate for their classifications, as specified on the Classification System - Basic Salary Schedule, by the Index Rate on the table below as determined by their Service Computation Dates (SCD), consistent with the applicable sections of this Article.

LONGEVITY/MERIT STEP INDEX:			
Number of Years of Service	Index Rate	Number of Years Service	Index Rate
Less than 1	1.0000	16	1.3800
at least 1	1.0500	17	1.3950
" 2	1.1030	18	1.4100
" 3	1.1580	19	1.4250
" 4	1.2160	20	1.4400
5	1.2160	21	1.4550
6	1.2300	22	1.4700
7	1.2450	23	1.4850
8	1.2600	24	1.5000
9	1.2750	25	1.5150
10	1.2900	26	1.5300
11	1.3050	27	1.5450
12	1.3200	28	1.5600
13	1.3350	29	1.5750
14	1.3500	30	1.5900
15	1.3650		

Section 32.03 To Determine an Employee's Monthly Salary

- A. Determine the number of years of service an employee has completed based on the employee's Service Computation Date (SCD).
- B. Refer to the "Number of Years of Service" column. Go to the number of years of service the employee has completed and locate the "Index Rate" immediately to the right.

- C. Refer to the Classification System – Basic Salary Schedule and find the current title of the employee's position. Multiply the corresponding Index Rate by the Base Rate for the employee's classification.
- D. Round up to the nearest whole dollar.

Section 32.04. To Determine an Employee's Hourly Rate

- A. Determine the Monthly Salary from above.
- B. Take the Monthly Salary and multiply it by twelve months.
- C. Divide the total by 2,080 average work hours in a year.
- D. Use standard rounding to the nearest whole penny.

Section 32.05. Service Computation Date (SCD) and Index Rate Determination

A regular employee's Service Computation Date (SCD) determines his/her Index rate. The SCD is computed by adjusting the employee's current hire date for any prior service with the County as a regular employee, and for any Leave Without Pay (LWOP).

The employee's SCD does not affect or determine his/her probationary period or when s/he receives performance evaluations.

Section 32.06. Salary Anniversary Date (SAD) For Merit/Longevity Index Rate Adjustments

The employee's Salary Anniversary Date (SAD) will be the 1st day of the month following his/her SCD (instead of position date or hire date). However, if the SCD is within the 1st three calendar days of the month, the SAD will be the 1st day of that month in which the employee is hired.

Longevity/Merit Step Index increases will occur automatically on the employee's SAD, unless the Human Resources Department is notified at least 30 days in advance that the employee has received an evaluation that is less than Meets Standards and is on a Performance Improvement Plan (PIP). If an increase is withheld due to a PIP, any further increase will not be approved until the Department notifies the Human Resources Department that the employee's performance at least meets standards.

Section 32.07. Prior Service

Prior service refers to the number of calendar days between a current employee or applicant's previous hire date and his/her previous termination date with the County of Yuba as a regular employee. If, when applying the employee's prior service credit on a calendar day basis, it results in a date which falls within the first three calendar days of the month, the employee will be given credit for that entire month. Should the application of prior service on a calendar day basis result in a date other than the first three calendar days, the employee's adjusted SCD will be the 1st day of the following month.

Section 32.08. Leave With Out Pay (LWOP)

LWOP will be computed in either one of two ways.

- A. **Effective January 1, 2004**, each accumulated eight hour increment of LWOP from work (i.e. excluding nonscheduled work days such as weekends) will reduce an employee's SCD by one day (i.e. move the SCD forward one day) or,
- B. **Prior to January 1, 2004**, the granting of any leave of absence without pay exceeding 15 calendar days shall cause the regular employee's salary anniversary date to be postponed (moved forward) a number of months equal to the nearest whole number of months for which the leave was taken. All such calculations shall be based on the number of calendar days of such leave.

Section 32.09. Advanced Index Rate Hires (external recruitments only)

When it is necessary to attract the best qualified applicants to a critical position or when an applicant's prior experience justifies, the Department Head is authorized to hire a new employee at an Index Rate equivalent to completion of up to two years of service (Index Rate 1.1030). At the request of the Department Head, the Board of Supervisors may approve the appointment of a new employee at an Index Rate equivalent to completion of up to four years of service (Index Rate 1.2160). The employee will be given a Temporary SCD adjusted to reflect completion of from one to four years of prior service. The employee's SCD will be temporarily adjusted to reflect the advanced Index Rate.

A regular employee who is granted an Advanced Index Rate will continue to receive annual Index Rate increases until the employee's Index Rate equals 1.2160 (equivalent to four years of service). At that point, the employee will not receive any Index Rate increases and the employee's salary Index Rate will be 'frozen' until the employee has completed six years of County service based upon the actual SCD.

Section 32.10. Promotions

When an employee is promoted to a classification represented by DSA with a higher Base Rate, the employee will have his/her salary adjusted by multiplying the Base Rate for the new classification as specified on the Classification System - Basic Salary Schedule by the Index Rate as determined by the Service Computation Date (SCD). However, if an employee was hired at an Advanced Index Rate and received a Temporary SCD, s/he will continue to receive annual Index Rate increases until the Temporary SCD equals completion of the equivalent of at least four years of service or an Index Rate of 1.2160. At that point, the employee will not receive any Index Rate increases and the employee's Index Rate will be 'frozen' until s/he is eligible to advance on the Longevity/Merit Step Index based upon actual SCD.

Section 32.11. "Y-rated" Salary

If a management directed action results in a regular employee being downgraded to a classification with a lower Base Rate, the employee's salary will be 'Y-rated' (frozen). The employee's salary will continue to be "Y-rated" until the salary, as defined in this Article is equal to or greater than the "Y-rated" salary. If an employee does not successfully pass a probationary period and is eligible to return to his/her former position, his/her salary will be computed as normally defined in this Article.

The term "management directed action" shall not include by definition or apply to layoffs or ADA accommodations.

Section 32.12. Salary Upon Transfer

When an employee transfers from one position to another within the County his/her salary shall be determined by multiplying the base salary of the classification to which s/he has transferred by the appropriate index rate consistent with the employee's SCD and other applicable sections of this Agreement.

Section 32.13. Salary Upon Reclassification

- A. **No Change:** When a reclassification results in no change to the base rate of the classification, there will be no change to the employee's salary.
- B. **Higher Class:** If a reclassification results in an employee's position being assigned to a classification having a higher base rate of pay, the employee's salary shall be determined consistent with Section 24.10.
- C. **Lower Class:** If a reclassification results in an employee's position being assigned a lower classification having a lower base rate of pay, the employee's salary shall be determined consistent with Section 24.10.

Procedures for Merit Increases for Employees Hired On or After 7/1/2013

Section 32.14. Salary based upon Merit:

A regular employee's salary will be determined based upon successful job performance and years of loyal service to the County. Salary will be determined or adjusted by multiplying the Base Rate for the classification, as specified on the Classification System - Basic Salary Schedule, by the Index Rate on the table below as determined by their Service Computation Date (SCD), consistent with the applicable sections of this Article.

<u>Step</u>	<u>Number of Years of Service</u>	<u>Index Rate</u>
1	Base	1.00
2	At least 1	1.05
3	At least 2	1.10
4	At least 3	1.15
5	At least 4	1.20
6	At least 5	1.25
7	At least 6	1.30
L	At least 15	1.35

Section 32.15. Service Computation Date (SCD) and Index Rate Determination

A regular employee's Service Computation Date (SCD) determines his/her Index rate, unless specifically stated otherwise. The SCD is computed by adjusting the employee's current hire date by any Leave Without Pay (LWOP).

Section 32.16. Salary Anniversary Date (SAD) For Merit Index Rate Adjustments

The employee's Salary Anniversary Date (SAD) will be the 1st day of the month following his/her SCD, unless specifically stated otherwise. However, if the SCD is within the 1st three calendar days of the month, the SAD will be the 1st day of that month in which the employee is hired. Merit Step Index increases will occur on the employee's SAD, only when the Human Resources Department has received at least **30** days in advance, but no more than **60** days in advance, an evaluation that shows that the employee at least "meets standards." If the evaluation is not timely as per this section, the merit increase will fall on the 1st day of the month following a **30** day waiting period.

If the employee does not receive a satisfactory performance evaluation, the employee will be given a Performance Improvement Plan (PIP) detailing what is required for the employee to achieve at least satisfactory performance levels. Merit increases will be automatically withheld until such time the employee receives at least a "Meets Standards" performance evaluation. In this instance, the employee's Salary Anniversary Date (SAD) will be the 1st day of the month following said successful performance evaluation. However, if the successful performance evaluation is given on the 1st day of the month then the merit increase will be given in that same month.

Section 32.17. Leave With Out Pay (LWOP)

LWOP will be computed as follows: each accumulated eight hour increment of LWOP from work (i.e. excluding nonscheduled work days such as weekends) will reduce an employee's SCD by one day (i.e. move the SCD forward one day).

Section 32.18. Performance Based Merit Delay

Salary Anniversary Date (SAD) delays for receiving a less than a "meets standard" performance evaluation will be computed as follows: each month beyond the current SAD the employee does not have at least a "meets standards" performance evaluation will permanently reduce an employee's SAD by one month (i.e. move the SAD forward one month).

Section 32.19. Advanced Index Rate Hires (external recruitments only)

When it is necessary to attract the best qualified applicants to a critical position or when an applicant's prior experience justifies, the Department Head is authorized to hire a new employee at an Index Rate equivalent to the third step (Index Rate 1.10). At the request of the Department Head, the Board of Supervisors may approve the appointment of a new employee at an Index Rate equivalent to the 7th step (Index Rate 1.30).

Section 32.20. Longevity Increase

Upon an employee's fifteenth (15th) anniversary of employment with the County, as computed through the SAD process above, the employee will receive a longevity step increase to 1.35% of base salary.

ARTICLE 33 MISCELLANEOUS

During the term of this MOU, neither the Association nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the County. During the term of this MOU, neither the County nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this MOU.

The Association agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this section to return to work.

The County may discharge or discipline any employee who violates this section and any employee who fails to carry out his responsibilities under this section.

Nothing contained herein shall preclude the County from obtaining judicial restraint and damages in the event of a violation of this Article.

All economic benefits and work practices which are not set forth in this MOU and are currently in effect shall continue and remain in effect for the term of this MOU.

Neither party shall be obligated to meet and confer with respect to any subject or matter not specifically reference in this MOU, even though such subjects may not have been with the knowledge or contemplation of either or both parties at the time they signed the MOU, unless required by state or federal law. Nothing herein shall preclude the parties from meeting or conferring by mutual consent.

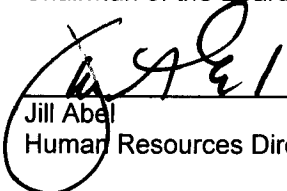
If there should be a conflict between language in the County of Yuba Merit Resolution #2002-21 or subsequently adopted revisions and this MOU, this MOU shall prevail.

It is our sincere hope that this contract will provide the incentives for our highly trained and dedicated personnel to continue to protect and serve the citizens of Yuba County for years to come. Therefore, County representatives, and the designated representatives of the DSA, acting on behalf of its members, hereby confirm understanding on the above matters. This MOU shall become effective immediately when adopted into law by the Board of Supervisors and ratified by the Deputy Sheriff's Association (DSA) membership and shall remain in full force and effect to and including **June 30, 2016**.

Signed and agreed upon on _____ by the following parties:

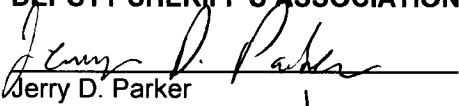
THE COUNTY OF YUBA

Mary Jane Griego
Chairman of the Board



Jill Abel
Human Resources Director

DEPUTY SHERIFF'S ASSOCIATION (DSA)



Jerry D. Parker
DSA President



Steve Allen
DSA Representative



412-0915

The County of Yuba

Fish and Game Commission

TO: Yuba County Board of Supervisors

FROM: Christian Hogan, Chairman; Mike Boom, Vice Chair
Louie B. Mendoza, Jr., Agricultural Commissioner

SUBJECT: Board of Supervisors approval for the Yuba County Fish and Game Commission to hold a Yuba County Pheasant Hunt in November 2015

DATE: September 15, 2015

Recommendation:

Authorization and approval from the Yuba County Board of Supervisors for the Yuba County Fish and Game Commission (F&GC) to hold a Yuba County Pheasant Hunt on November 21 & 22, 2015 pending review and approval of insurance coverage by the County Risk Manager and County Counsel.

Background:

The Yuba County Fish and Game Commission (F&GC) has, in the past, participated in the apprentice pheasant hunt at Nelson Slough put on by the California Department of Fish and Wildlife (DFW). In the past two (2) years, that hunt has gone from 400 slots for participants to 100 slots this year. In addition, several other area pheasant hunts are not going forward this year, such as California Deer Association (CDA) with 200 slots and Safari Club International (SCI) with up to 50 slots.

Discussion:

The Yuba County F&GC, in order to get back some of those slots, decided that, rather than participate in the Nelson Slough hunt, which appears to be covered with respect to resources with both pheasants and volunteers by DFW and the Sutter County Fish and Game Commission, would attempt to find a location for a hunt in Yuba County. The F&GC is pursuing the use of private property in Yuba County for the proposed 2015 Yuba County Pheasant Hunt. The Yuba County F&GC approved the attached hunt plan and budget in June of this year, and now is seeking approval from the Board of Supervisors for a Yuba County Pheasant Hunt on November 21 & 22, 2015.

Committee Action:

None – this item is being brought directly to the Board of Supervisors for discussion and consideration for approval.

Fiscal Impact:

Estimated cost for the 2015 Yuba County Pheasant is \$7,965.00. There is no general fund impact. Costs will be covered through the existing Yuba County F&GC budget and donations.

Attachments:

- Yuba County Fish and Game Commission Pheasant Hunt Plan
- 2015 Yuba County Pheasant Hunt Budget

*Yuba County Fish and Game Commission
Yuba County Agriculture Department
915 8th Street, Suite 127
Marysville, CA 95901*

**Yuba County Fish & Game Commission
Pheasant Hunt Plan**

(412-0915) Consi... - 2 of 6

HUNT NAME: Yuba County Fish & Game Commission Pheasant Hunt

AD HOC HUNT TASK FORCE CHAIRPERSON: Frank Hall

HUNT LEADER: Christian Hogan

PARTICIPANTS: Apprentice, Women, Active Duty Military, Wounded Warriors, Family

HUNT DATE(S)	MAX QUOTA	HUNT PERIOD
November 21, 2015	Maximum of 50 hunters per hunt period	There are two hunt periods per day (one in the am and one in the pm)
November 22, 2015	Total of 50 hunters per hunt period	There are two hunt periods per day (one in the am and one in the pm)

Maximum No. of Hunters: 200

Hunt Location: Private Property TBD **Acreage:** TBD – approx. 10 acres per hunter

Description of Cover: (Type, height, topography, fields etc.)

Cover is six to thirty six inches in height on relatively flat terrain. Cover consists of star thistle, aster, and both perennial and annual grasses and/or rice straw. Walking strips will be mowed prior to the event. Mowed strips will be created according to best management practices to maximize safety regarding "hunting lanes." This will allow for safer access and visibility to those participating in the event.

Brief Schedule of Events:

All morning hunts will begin with check-in of volunteers at 0600 and hunter check-in at 0700. Afternoon hunts will begin with check-in at approximately noon to 1230. Approximately one hour after hunter check-in begins a **mandatory** pre-hunt safety briefing will be given to all. This will include hunt parameters and safety concerns. Hunting will begin after these briefings. Each hunter shall be assigned to a particular field. Safety monitors will cover the entire hunt area through observation of one or more fields. Neither hunt shall exceed three hours in duration. **Access to the area is closed to everyone except designated participants in the hunt.**

Other:

No individual will be allowed to harvest more than 2 pheasants (roosters only). Volunteers will provide dogs for apprentice hunters. If outside dogs are allowed, those dogs may be assessed for capability by the hunt leader or designee. A chaperone/guardian cannot also be a dog handler. If hunting with a dog not supplied by a volunteer, that field must also have a safety monitor.

Safety Briefing Given By: Certified hunter education instructor, Hunt Leader or their qualified designee.

Volunteers Present:

Chaperones	Yes	Dog Handlers	Yes	Hunter Ed Instructors	Yes
Clay Thrower	Yes	Field Safety Monitors			Yes

Number of Pheasants To Be Planted: TBD based on resources available

Hunt Plan Overview

The primary purpose of this hunt is to provide apprentice hunters with an educational, controlled and safe setting to learn hunting skills and further develop hunter safety and a sense of hunter ethics. Apprentice hunts provide beginning hunters with a field hunting experience which incorporates the principles of hunter safety and ethics, and wildlife management.

Site Selection

The ideal site configuration will have a number of separate parcels and/or larger areas that can be easily designated to allow appropriate and safe distribution of hunters. Spacing should be adequate to create a quality hunting experience.

To ensure hunting conditions are as natural as possible, minimum cover requirement should be considered on each hunt site. Eighteen to thirty inches is deemed ideal cover height for pheasant hunting.

Release of Pheasants

The objective of pen-raised bird hunts is to provide experience and education, not to guarantee the harvest of a bird. Birds should be placed and released in a discrete manner that simulates as natural a hunting experience as prevailing conditions allow. Pheasants will be released immediately prior to each hunt event. Disorientation of birds should be limited to turning birds and/or tucking their heads down. Volunteers will be trained in these techniques.

Safety Issues

When assigning staff and volunteers, no more than two-to-one ratio of hunters to chaperones shall be used in an Apprentice Hunt with junior licensed hunters. Dog handlers may not also act as a chaperone. No one other than the assigned field safety monitors, chaperones/guardians and dog handlers will accompany a participant or enter the hunt area during the hunt.

All junior licensed hunters must be accompanied by an adult at least 18 years of age. The adult must be a non-shooter. In the absence of a family member, or when the event type dictates that chaperones be pre-assigned, only a volunteer who participated in the pre-hunt safety briefing may accompany a beginning hunter. At no time may the chaperones/guardians enter the shooting zone or be in front of the hunter.

A **Pre-hunt Safety Briefing** will be provided to all participants (apprentice hunters, chaperones/guardians, dog handlers, and volunteers, etc.) immediately prior to each Hunt. Attendance at the briefing is **mandatory** and no one will be allowed in the field who has not attended the safety briefing. The use of certified Hunter Education Instructors for Pre-hunt Safety Briefings is highly recommended. Like groups of volunteers, dog handlers, chaperones, etc. may be broken out for specific instruction including the Pre-hunt Safety Briefing.

Safety, cont.

The Pre-hunt Safety Briefing will cover safety and procedural policy established for the specific hunt area as well as basic hunter safety review. At a minimum, the briefing will include a discussion of the zones of fire, hunt area boundaries, shooting rules, gun handling, and rules for dogs. It will also include a statement that the Hunt Leader or any may prohibit a hunter from participating in the hunt if in his or her opinion it is necessary to do so to preserve the integrity of the hunting experience or the safety of the hunt. All participants entering the event after the hunter safety briefing must be provided the same briefing before entering the field.

Anyone entering the field shall wear **blaze (hunter) orange** (hat and/or vest) while in the field. Blaze orange vests will be available on a loan basis. The use of Shooting Safety Glasses by all entering the field is also required.

No magnum loads will be allowed and lead shot size is limited to 7 ½ and 6 shot.

If an emergency occurs, "Call 911" then the hunt leader (or their designee) will communicate & coordinate with incoming resources, all hunting will cease in the affected area(s) until the incident is cleared. There will be personnel on site at all times during the event to coordinate emergency and safety situations. Any Hunter Education Instructor or other participant may stop the hunt for any safety reasons including weather conditions. These hunts are for educational purposes and need to take place under ideal conditions. Any conditions that may jeopardize the safety of the hunters or event staff will require the hunt to be postponed or cancelled; or if in progress, stopped immediately. If the conditions persist, that hunt period will be cancelled.

Media Issues and Access to Hunts

The Yuba County Fish and Game Commission designates **yubafishandgame.net** as the sole contact by email, and also to issue press releases and generate any other publicity necessary for this event. There will be a designated phone contact TBD who will be the only other contact designated.

Volunteer Coordination

All participants (volunteers, hunters, chaperones/guardians, dog handlers, etc.) shall complete and sign a Liability Release form.

The Yuba County Fish and Game Commission designates **yubafishandgame.net** as the official (and sole) registrant of participants. Priority shall be given first to Yuba County residents in the order of juniors, women, active duty military/Wounded Warriors, and family units. Accommodations will be available for mobility-impaired hunters.

Number of participants drawn will be determined by the resources procured for the hunt (i.e., acreage available, pheasants procured, etc.) not to exceed 50 hunters per session (2 sessions per day – morning and afternoon) for a maximum total of 200 hunters for the event.

Emergency Contacts

Local Volunteer Wardens:

Sean Pirtle

Casey McVay

Local Fire Department

Phone

Hospitals:

Name	Address	Phone
Rideout Memorial Hospital	726 4 th Street, Marysville, CA 95901	530-673-8853

Vet Clinics:

Name	Address	Phone
Northpointe Vet	1463 Live Oak, Yuba City, CA	530-674-8670

If an accident or injury should occur, an on-site representative will complete Accident Report within 24 hours and will notify the County Risk Manager as soon as feasible.

2015 Yuba County Pheasant Hunt Budget**Expenses**

Pheasants (400 @ \$15.00)	\$6,000.00
Insurance for 200 participants	700.00*
Portable Toilets	400.00*
Food for lunch (burgers, buns, sides, etc.)	400.00
Lunch supplies, condiments	200.00
Date & phone numbers for signs	100.00*
Coffee, hot chocolate, water	65.00
Clay pigeons	<u>100.00</u>
 Total Expenses	 \$7,965.00
	=====

*Yuba County Fish and Game Commission to pay for insurance (required), portable toilets (if necessary) and date & phone numbers for signs. Solicit donations for the other expenses. Commission could possibly pay for additional pheasants if donations are not sufficient.

The County of Yuba

Office of the County Administrator



413-0915

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB/HJS*
RE: Joint Resolution with City of Marysville Supporting Railroad
Trackbed Relocation Evaluation
DATE: September 15, 2015

RECOMMENDATION

It is recommended that the Board of Supervisors consider adopting a joint resolution with the City of Marysville supporting a project feasibility and engineering evaluation for a relocation of railroad trackbed within Marysville.

BACKGROUND

In May 2015, the City-County Liaison Committee agreed that a comprehensive feasibility and engineering evaluation of the relocation and decommissioning of the Union Pacific Railroad and the California Department of Transportation was needed. Additionally, both governments agreed that the first step in this process would be to adopt a joint resolution declaring the funding of the evaluation and the project as a whole a matter of regional significance and priority.

In concept, the proposed project involves re-routing the Union Pacific Railroad Valley Subdivision track from its present location to a new location alongside the existing Sacramento Subdivision track on the west side of Marysville. In addition to the new construction, the existing trackbed would need to be removed, and some environmental cleanup should be expected.

DISCUSSION

The primary benefit to the community would be the elimination of a physical barrier that splits Marysville, which could allow for expansion and further economic development. Additionally, this project would move the railroad tracks away from critical facilities including the Yuba County Sheriff's Department headquarters, Marysville Fire Department Station No. 1, and Marysville High School. Furthermore, this project would eliminate impeded vehicular, pedestrian, and bicycle access throughout the community.

The 2015 Comprehensive Economic Development Strategy includes a preliminary cost estimate of \$50 million for the project. However, there are many variables which could affect the actual cost such as expenses regarding depressing highway 70 at Erle Road, building a trestle across the Yuba River channel, and any potential environmental costs. Therefore, it is imperative to complete the feasibility and engineering evaluation in order to determine the best route for relocation and confirm cost estimates. The estimated cost for the feasibility study is \$1 million, and will involve considerable work with the Union Pacific Railroad and Caltrans to determine their needs.

The City of Marysville brought the joint resolution before their City Council on September 1, 2015, and it was approved.

FISCAL IMPACT

None

Union Pacific Railroad Valley Subdivision Relocation Through Marysville, CA

March 5, 2015

Proposed Project:

To re-route the Union Pacific Railroad Valley Subdivision Track from its present location that bisects Marysville along A Street to a new location along the Sacramento Subdivision on the west side of Marysville.

The preliminary scope of the project would start on the Valley Subdivision just north of Erle Road in Yuba County. A new track would be installed turning west to run along the Sacramento Subdivision. From there additional tracks would be constructed parallel to the Sacramento Subdivision to a point north of Marysville at Binney Junction where the new alignment would connect to the existing track running north.

This project would require depressing the State Route 70 highway to allow the Union Pacific Railroad Track to pass over it at grade. A new or enlarged trestle would have to be constructed over the Yuba River flood channel south of Marysville. This re-alignment would also allow the tracks to be raised where they cross the Marysville Ring Levee eliminating three penetrations below the top of the levee.

In addition to the new construction, the existing railroad bed will need to be removed, and some environmental clean-up may be expected.

Project Benefits:

The primary benefit to the City will be the elimination of a physical barrier that has acted to separate the east and west halves of the City. The only two grade separate crossings are State Highways 20 and 70, and the high traffic on these routes inhibit pedestrian and essentially prohibit bicycle access. The other crossings are at-grade crossings without pedestrian access. This project would eliminate the three at-grade crossings.

The removal of the tracks along A Street will encourage the expansion of a commercial area that has been poorly developed in the past and allow land on both sides of the track to be combined for greater use options.

A major access issue that will be improved is the elimination of the underpass at the railroad and State Highway 70. This underpass is height restricted and has regularly had accidents where over-height trucks have hit and been jammed in the underpass structure. This location by the City's high school has also had problems with pedestrians crossing the tracks unsafely. This last year there was a student fatality in such a situation.

This will also move the rail line away from critical facilities that are located within one block of the current track location including:

- County Sheriff's Department
- City Fire Station
- City High School

Project Time line and Estimated Cost:

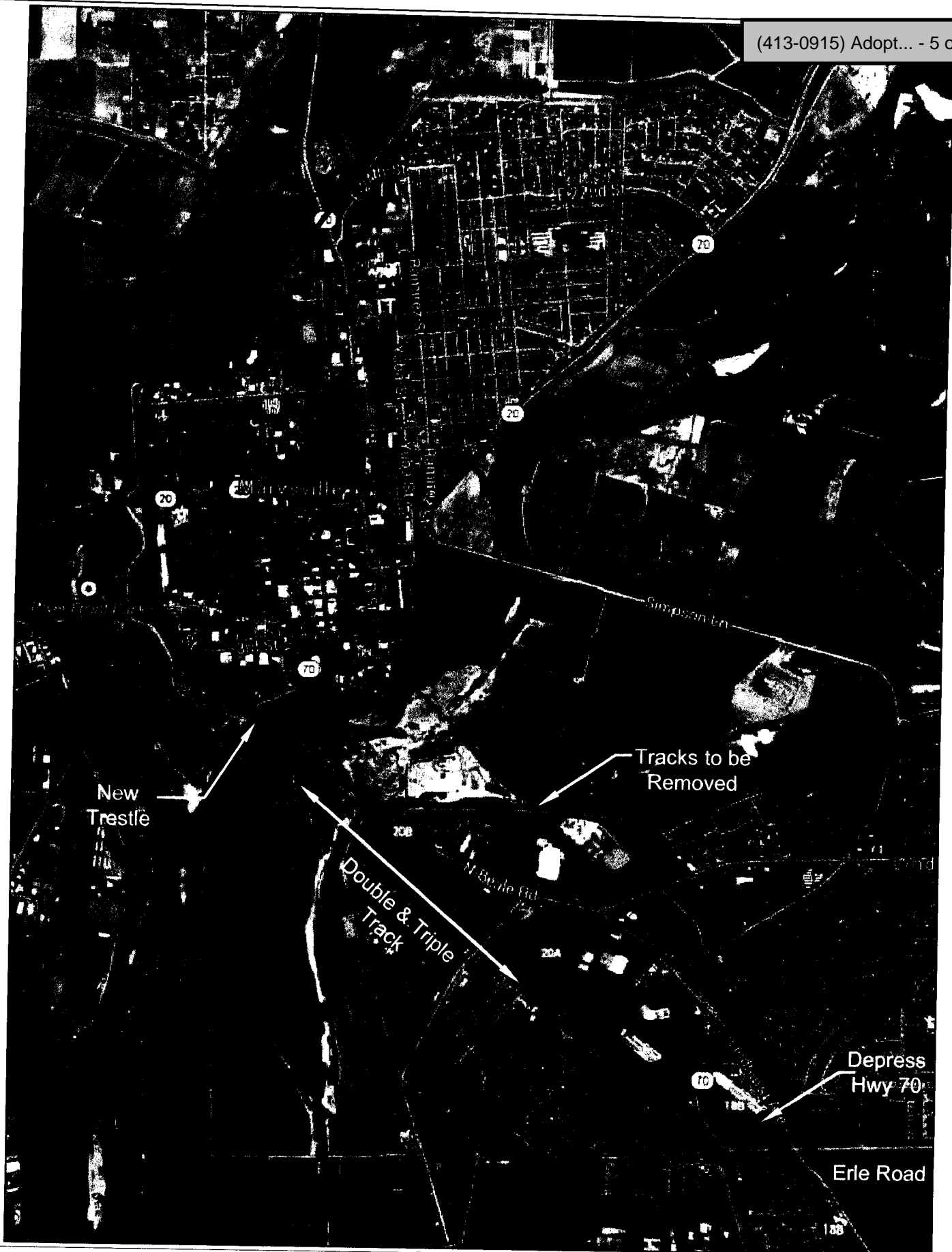
The very preliminary cost estimates are in the neighborhood of \$30 million to \$65 million. A great deal depends on the cost of depressing State Route 70 at Erle Road, the cost of the half-mile trestle across the Yuba River channel, and any potential environmental costs.

The initial need is to complete the feasibility study and confirm the route selection. This would determine the best route for relocation and confirm the cost estimate. This will involve considerable work with the Union Pacific Railroad to fully determine their needs. The estimate cost for the feasibility study is \$1 million.

Depending on the start date and future funding, the preliminary schedule would be:

Feasibility Study and Route Selection - one year

	2016	2017	2018	2019	2020	2021	2022	2023
Feasibility Study and Route Selection								
Preliminary Design and Environmental								
Final Design, UPRR Agreement, ROW								
Construction								

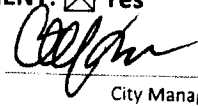


4.5 Miles of New Track - Conversion of Single Track to Double or Triple Track and the Construction of a new Trestle across the Yuba River



UPRR Potential Relocation of Tracks Through Marysville

ENG. CAD	FILE NAME UPRRRelocationDrawing.dwg	DWG NO. Drawing 1
SCALE NTS	DATE 03/05/15	REV 1
		SHEET 1 of 1

MEETING DATE: September 1, 2015		ITEM # 17	
SUBJECT: RESOLUTION NO. 2015-44--INTRODUCTION FOR ADOPTION. A JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF YUBA COUNTY AND THE CITY COUNCIL OF THE CITY OF MARYSVILLE SUPPORTING A PROJECT FEASIBILITY AND ENGINEERING EVALUATION FOR AN ORDERLY AND PLANNED RELOCATION OF RAILROAD TRACKBED WITHIN THE CITY OF MARYSVILLE AS A REGIONAL PRIORITY			
INITIATED OR REQUESTED BY: <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Council <input type="checkbox"/> Other		PRESENTED FOR: <input checked="" type="checkbox"/> Action <input type="checkbox"/> Direction <input type="checkbox"/> Information	
FISCAL IMPACT: <input type="checkbox"/> Yes \$ <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		BUDGET AUTHORITY: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable	
ORIGINATED: City Manager's Office		ATTACHMENT: <input checked="" type="checkbox"/> Yes 4 pages	
PREPARED BY: Walter K. Munchheimer		CONCUR:  City Manager	

RECOMMENDED ACTION

Staff recommends motion to adopt Resolution No. 2015-44, a joint resolution of the Board of Supervisors and City Council in support of a feasibility study to assess and plan for the orderly relocation of a railroad trackbed within the City of Marysville.

BACKGROUND

Since 2013, when it approved the goals and projects for future funding contained in the "Comprehensive Economic Development Strategy" (CEDS), the City Council has been on record as supporting the eventual relocation of the Union Pacific Railroad track from its present location—running north and south generally along "A" Street—to the western levee along the Feather River. That policy position was reaffirmed again in both the 2014 and 2015 CEDS goals for the City, and is a current priority goal adopted by the Council at its goal-setting workshop held in April, 2015.

In May of this year, the City-County Liaison Committee considered the ways and means by which the two local governments could provide support to undertake a comprehensive feasibility and engineering evaluation of the relocation and decommissioning on both the Union Pacific Railroad and the California Department of Transportation (Caltrans). It was agreed that an initial step would be the passage of a joint resolution declaring the intent of the City and County to pursue funding for such an engineering study from all relevant funding sources. Resolution No. 2015-44 is the result of staff from both agencies agreeing to language in support of seeking funding for that purpose.

(Continued on page 2)

LEGAL REVIEW

N/A

(Continued from page 1)

ANALYSIS

The Union Pacific Railroad Valley Subdivision track bisects Marysville along "A" Street, creating a physical barrier that acts to separate the east and west halves of the city. The only two grade-separate crossings are at State Routes 20 and 70, and the high traffic on these routes effectively inhibits pedestrian and bicycle access. Three other crossings are at-grade crossings without pedestrian access.

In concept, the proposed project involves re-routing the Union Pacific Railroad Valley Subdivision track from its present location to a new location alongside the existing Sacramento Subdivision track on the west side of Marysville. As shown on the attached aerial map, the preliminary scope of the project would start on the Valley Subdivision track just north of Erle Road in unincorporated Yuba County. A new track would be installed turning west to run along the Sacramento Subdivision track. From there, additional tracks would be constructed parallel to the Sacramento Subdivision to a point north of Marysville at Binney Junction where the new alignment would also allow the tracks to be raised at the point where they cross the Marysville Ring Levee, eliminating three penetrations below the top of the levee. In addition to the new construction, the existing railbed will need to be removed, and some environmental cleanup may be expected.

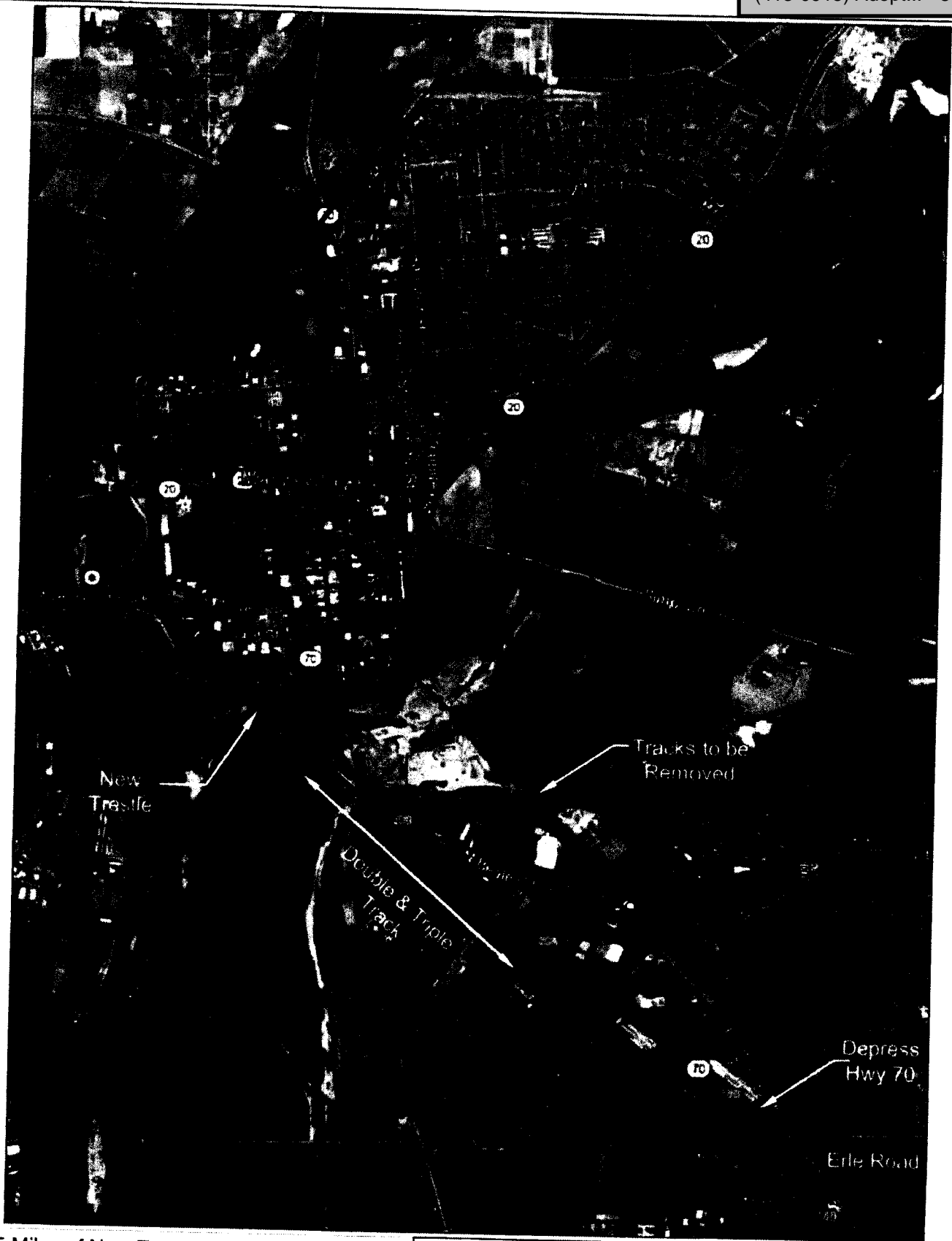
Modifications on State Route 70 would also be involved. A major access issue that will be improved as a result would be the elimination of the highway underpass at the north end of the City, by Marysville High School. This underpass is height-restricted and has regularly had accidents involving over-height trucks becoming jammed in the structure, blocking highway traffic and causing train delays. Moreover, the location of the underpass by the high school is always a concern for unsafe pedestrian crossing, including a student fatality last year in such a situation. At the southern end of the new rail line, a new freeway crossing at Erle Road would be required, probably by depressing State Route 70 under the new track connection point.

The primary benefit to the community will be the elimination of a physical barrier splitting the City, allowing for the expansion of a commercial zone that has been poorly-developed in the past and allow land on both sides of the track to be combined for greater use options. Beyond that, the decommissioning and removal of the rail line will move the tracks away from critical facilities that are located within one block of the current track location, including (1) the County Sheriff's Department headquarters; (2) Marysville Fire Department Station No. 1; and (3) the Marysville High School campus. Finally, the removal of the rail line opens unimpeded vehicular, pedestrian and bicycle access throughout the community, without access restrictions created by the railroad.

The 2015 CEDS plan includes a very preliminary cost estimate of \$50 million for the project. A great deal will depend on the cost of depressing highway 70 at Erle Road, the cost of a trestle across the Yuba River channel, and any potential environmental costs. For that reason, the initial need is to complete the feasibility study to determine the best route for relocation and confirm cost estimates. This will involve considerable work with both the Union Pacific Railroad and Caltrans to fully determine their needs. The estimated cost for the feasibility study is \$1 million.

Depending on the start date and future funding, a preliminary schedule might be as shown below.

	2016	2017	2018	2019	2020	2021	2022	2023
Feasibility Study & Route Selection								
Preliminary Design & Environmental								
Final Design, UPRR agreement, ROW								
Construction								



4.5 Miles of New Track - Conversion of Single Track to Double or Triple Track and the Construction of a new Trestle across the Yuba River



UPRR Potential Relocation of Tracks Through Marysville

ENG. CAD	FILE NAME UPRRRelocationDrawing.dwg	DWG NO. Drawing 1
SCALE NTS	DATE 03/05/15	REV 1
		SHEET 1 of 1

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

**YUBA COUNTY
RESOLUTION NO. _____**

AND

**THE CITY COUNCIL OF THE CITY OF
MARYSVILLE, STATE OF CALIFORNIA**

**CITY OF MARYSVILLE
RESOLUTION NO. 2015-44**

**JOINT RESOLUTION OF THE BOARD OF SUPERVISORS)
OF YUBA COUNTY AND THE CITY COUNCIL OF THE)
CITY OF MARYSVILLE SUPPORTING A PROJECT)
FEASIBILITY AND ENGINEERING EVALUATION FOR)
AN ORDERLY AND PLANNED RELOCATION OF)
RAILROAD TRACKBED WITHIN THE CITY OF)
MARYSVILLE AS A REGIONAL PRIORITY)**

WHEREAS, the Union Pacific Railroad Valley Subdivision track presently bisects the Marysville community on the east, posing safety concerns related to both hazardous cargo shipments and vehicular, pedestrian and bicycle movement within the City; and

WHEREAS, Marysville is a small, compact community with limited open space for economic and residential development which would benefit from the removal of the trackbed and the availability of lands which presently have marginal utility and value because of the presence of active freight rail tracks; and

WHEREAS, a number of critical facilities are located within one block of the current trackbed, including the County Sheriff's Office headquarters, the Marysville Fire Department Station No. 1, and the Marysville High School campus; and

WHEREAS, given the incidence of crude oil rail accidents in recent years, an event such as the derailment of 72 tanker cars loaded with 2 million gallons of flammable crude oil in Lac-Mégantic, Canada could put both school children and emergency first responders in catastrophic jeopardy; and

WHEREAS, a second track, the Union Pacific Railroad Sacramento Subdivision track, skirts the City along its western perimeter, running atop the levee system within the flood plain of the Feather River, with minimal disruption to residential or commercial activity in the City; and

WHEREAS, the western Sacramento Subdivision trackbed already contains double tracking for a portion of its route through Marysville, and could be double tracked the rest of the way to accommodate a relocation of the eastern Valley Subdivision track; and

WHEREAS, the Board of Supervisors regards the eventual relocation of the Valley Subdivision track as an important safety and economic consideration for the future of the Marysville community and wishes to support the feasibility evaluation for the orderly planning for that outcome.

NOW, THEREFORE, BE IT JOINTLY RESOLVED by the Board of Supervisors of the County of Yuba and the City Council of the City of Marysville as follows:

A. The relocation of the Valley Subdivision track is vital for the safety, economic development and quality of life of the Marysville community and is, therefore, a project of regional significance; and

B. The eventual relocation of the Valley Subdivision track requires that a comprehensive project feasibility and engineering evaluation of relocation options for both the Union Pacific Railroad and the California Department of Transportation first be undertaken; and

C. The County of Yuba and the City of Marysville encourage SACOG, Caltrans, the U.S. Department of Transportation, U.S. Department of Commerce, Yuba Sutter Economic Development Corporation and all other relevant regulatory and funding sources to regard the preparation of a comprehensive project feasibility and engineering evaluation as a matter of regional significance and priority.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman, Board of Supervisors

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM:
Angil Morris-Jones
County Counsel

By: _____

PASSED AND ADOPTED by the City Council of the City of Marysville at a regular meeting on the 1st day of September 2015, by the following vote:

AYES: Bill Simmons, Dale Whitmore, Jim Kitchen, Christopher Pedigo,
and Ricky Samayoa

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 1st day of September 2015.

By: Billie J. Fangman
Billie J. Fangman, City Clerk

CITY OF MARYSVILLE, CALIFORNIA
BY ITS CITY COUNCIL

Ricky A. Samayoa
Ricky A. Samayoa, Mayor

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The County of Yuba

Office of the County Administrator



414-0915

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator RB/HS
Brynda Stranix, Yuba Sutter Economic Development
Corporation President / Chief Operating Officer
RE: Economic Development Strategies
DATE: September 15, 2015

RECOMMENDATION

It is recommended that the Board of Supervisors receive a report on proposed and ongoing economic development activities and provide direction as appropriate.

BACKGROUND / DISCUSSION

Economic development has been identified by your Board as one of its core strategic priorities. Numerous economic development activities have been generated over the years to attract, retain, and expand new businesses.

Current activities include but are not limited to the Perspectives event, Economic Development Advisory Council, our "E-Note", coordination with the Yuba-Sutter Economic Development Corporation (YSEDC), business walks, production of tourism and restaurant guides, development of the Economic Profile, and coordination with the Community Development Department.

Considering the recent layoff of the Economic Development Coordinator, an initial plan has been developed to not only memorialize and expand some services provided by the YSEDC, but to work with the Board of Supervisors and the Economic Development Advisory Committee to develop re-engineered economic development strategies, join a regional economic development effort with the Greater Sacramento Area Economic Council, and promote our business incentive programs.

Among other elements contained in the agreement with YSEDC, staff is recommending enhancement of our economic development efforts related to Beale Air Force Base and agricultural related businesses.

Staff reports presented today will provide greater detail for the YSEDC agreement and services to be provided and the Greater Sacramento Area Economic Council. Our business incentive program was previously presented and approved by your Board.

Regarding economic development strategies, staff is recommending the Board of Supervisors and the Economic Development Advisory Committee hold an initial workshop as soon as practical. The purpose will be to develop a core list of economic development strategies, goals, and objectives. Staff would assist in facilitating the workshop(s) and compiling results from the Board and Committee.

FISCAL IMPACT

None

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
Brynda Stranix, Yuba Sutter Economic Development
Corporation President/Chief Operating Officer
RE: Memorandum of Agreement for Economic Development
Services
DATE: September 15, 2015

RECOMMENDATION

It is recommended that the Board of Supervisors approve the attached Memorandum of Agreement for Economic Development services by Yuba-Sutter Economic Development Corporation (YSEDC) for the County of Yuba.

BACKGROUND

For over two decades the YSEDC, a non-profit entity serving Yuba and Sutter Counties, has provided a variety of economic development services for Yuba County. Those services including but not limited to business attraction, retention, and expansion, lending, infrastructure, and management of the regional Comprehensive Economic Development Strategy. For providing those services, the YSEDC is compensated on an annual basis, with a flat dollar amount that has ranged from \$65,000 to \$52,000, of which the latter is the current payment that has been made and has been for the last several years. Sutter County also provides the same payment. Annually, the cities of Marysville, Wheatland and Live Oak provide \$1,000, \$3,500 and \$5,000 respectively.

A records search for a services agreement between the County and the YSEDC yielded no results with the exception of a Board resolution approving CDBG services to be performed by the YSEDC on behalf of the County.

DISCUSSION

Through several discussions between the County Administrator and Brynda Stranix, it was determined that an agreement should be developed to outline services provided. Considering the recent layoff of the Economic Development Coordinator for Yuba County, an initial plan has been developed to not only memorialize and expand some services provided by the YSEDC, but work with the Board of Supervisors and the Economic Development Advisory Committee to develop a re-engineered economic development strategy. That approach is detailed in a separate staff report.

The attached agreement and scope of services is for one year and will automatically renew each year thereafter unless cancelled by either party under the conditions outlined.

FISCAL IMPACT

The increase in the general fund cost for services provided by the YSEDC is anticipated to be \$ 36,400 and will be a General Fund impact. The referred to amount is included as a Final Budget recommendation.

**MEMORANDUM OF AGREEMENT
BETWEEN
COUNTY OF YUBA
AND**

415-0915

(415-0915) Appro... - 3 of 18

YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

This MEMORANDUM OF AGREEMENT (AGREEMENT) is hereby made and entered into this 15th day of September 2015 by and between the County of Yuba (COUNTY) and Yuba-Sutter Economic Development Corporation (YSEDC).

RECITALS

WHEREAS, the parties hereto have the desire to work together in creating an AGREEMENT that will be used to identify and govern the relationship between the COUNTY and YSEDC; and

WHEREAS, YSEDC is a non-profit economic development entity that the COUNTY has had a long-standing and collaborative working relationship with since 1994; and

WHEREAS, the COUNTY and YSEDC have partnered together on economic development efforts for Yuba County residents and businesses, including but not limited to business attraction, retention, and expansion, lending, infrastructure, management of the regional Comprehensive Economic Development Strategy; and

WHEREAS, COUNTY and YSEDC mutually desire to expand and improve economic development efforts through a cooperative agreement; and

WHEREAS, COUNTY and YSEDC desire to maximize and leverage resources while producing economic development results by memorializing its relationship through an AGREEMENT.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **TERM.** This AGREEMENT shall apply to the period beginning July 1, 2015 and automatically renew without intervention in one year increments, unless terminated under Section D.9 of this AGREEMENT.
2. **DESIGNATED REPRESENTATIVE.** The Yuba County Administrator is the authorized representative for the COUNTY. The President/Chief Operating Officer is the authorized representative for YSEDC. Changes in designated representatives shall occur only by 30 days advance written notice to the other party.
3. **PURPOSE.** The purpose of this AGREEMENT is to outline responsibilities and actions required by the COUNTY and YSEDC as it relates to economic development services/activities for Yuba County.
4. **SCOPE OF SERVICES.** COUNTY and YSEDC agree to the Scope of Services outlined in "Attachment A" for the term as identified.

5. **PAYMENT.** The method and amount of payment to the YSEDC from services identified in this agreement are stated in "Attachment B".

(415-0915) Appro... - 4 of 18

6. **GENERAL PROVISIONS.** General provisions between the parties are described in "Attachment D" of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as dated below.

"COUNTY"

"YSEDC"

COUNTY OF YUBA

Yuba-Sutter Economic Development Corp.

Mary Jane Griego,
Chair, Yuba County Board of Supervisors

Brynda Stranix
President/Chief Operating Officer

Dated: _____

Dated: 9/1/2015

Jill Abel,
Risk Manager

Attest: _____
Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
COUNTY COUNSEL

APPROVED AS TO FORM:

Angil Morris-Jones,
County Counsel, Yuba County

Counsel for Yuba-Sutter EDC

SCOPE OF SERVICES**A.1. SCOPE OF SERVICES AND DUTIES.**

The services to be provided by YSEDC and the scope of YSEDC's duties will be focused on job retention and growth, marketing and branding, developing and maintaining local, regional and statewide economic development partnerships and continuing its administration of business assistance through its loan program for Yuba County businesses and its management of the regional Comprehensive Economic Development Strategy. To accomplish these priorities, YSEDC will work to accomplish the following Economic Development objectives for the COUNTY, including but not limited to;

A.1.1. Be the primary contact for business retention, attraction and expansion efforts.

A.1.2. As the COUNTY is the host community of Beale Air Force Base, work closely with COUNTY staff to enhance the public/private and public/public relationships that will serve to promote, retain and enhance Beale Air Force Base as the largest employer and economic engine in Yuba County.

A.1.3. Coordinate the meetings and activities of Yuba County's Economic Development Advisory Committee.

A.1.4. Coordinate the annual Yuba County "Perspectives" event, which includes but is not limited to assistance in the selection of an annual Business Champion, production of a business champion video, billboard and photo/framing, arrangement of guest speakers, invitations, logistics and all sponsorships and costs. Any and all sponsorships garnered to support the execution of this event will remain in the possession of YSEDC to offset all or part of the direct costs.

A.1.5. Development, production and distribution of an annual Yuba County Economic Development Profile that will highlight useful data and general information concerning Yuba County's economy.

A.1.6. Maintain, update and enhance Yuba County's Economic Development website, "chooseyuba.com" and provide for payment of contracts for search engines and other related items such as mail lists, etc.

A.1.7. Development, production, funding and distribution of annual tourism guides, including the development of a plan within the next twelve (12) months to make the guides available electronically.

A.1.8. Provide an annual report and presentation to the Yuba County Board of Supervisors regarding annual accomplishments and goals.

A.1.9. Provide and manage a business loan program to assist start-up existing businesses throughout Yuba County.

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A.1.10. Designated representative for the COUNTY's membership in the "Greater Sacramento Area Economic Council" and will attend all necessary meetings associated with that organization, as available.

A.1.11. Development, production and distribution of a biannual Economic Development newsletter (referred to as the E-Note) that will highlight Yuba County Economic Development accomplishments, initiatives and contain information to assist local businesses.

A.1.12. Continually, promote Yuba County and its business opportunities at events and trade shows that foster business connections and future relationships.

A.1.13. Annually, manage and conduct a Business Walk and a Business Resource Seminar in the County.

A.1.14. Update and manage all economic development related social media accounts.

A.2. MANNER SERVICES ARE TO BE PERFORMED.

As an independent Contractor, YSEDC shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.3. FACILITIES FURNISHED BY COUNTY.

YSEDC 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.

PAYMENT FOR SERVICES

B.1. PAYMENT AMOUNT.

For services provided by YSEDC to the COUNTY, which are identified in Attachment A, the COUNTY will provide to the YSEDC the sum of \$88,400 annually.

B.2. METHOD OF PAYMENT.

The COUNTY will pay the amount identified in B.1 in four (4) equal quarterly installments of \$22,100 with the installments payable by July 1, October 1, January 1, and March 1 each year. For the purpose of the first year of this agreement, Fiscal Year 2015-2016, there shall be one installment of \$13,500 at July 1, \$8,600 following acceptance of this Memorandum of Agreement and three installments of \$22,100 (total of \$66,300) paid to YSEDC by October 1, January 1, and March 1.

In no event shall a total annual payment be paid by the COUNTY to YSEDC that exceeds the amount identified in Section B.1 without a formal written amendment to this Agreement approved by the COUNTY and YSEDC.

B.3. AUTHORIZATION REQUIRED.

Services performed by YSEDC and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to YSEDC by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

ATTACHMENT C

(415-0915) Appro... - 8 of 18

OTHER TERMS

There are no applicable provisions under this Attachment C for this Agreement.

GENERAL PROVISIONS**D.1. INDEPENDENT CONTRACTOR STATUS.**

At all times during the term of this Agreement, the following apply:

D.1.1. All acts of YSEDC shall be performed as an independent CONTRACTOR and not as an agent, officer or employee of COUNTY. It is understood by both YSEDC and COUNTY that this Agreement is by and between two independent CONTRACTORS 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. YSEDC shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3. YSEDC 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, YSEDC is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require YSEDC 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. YSEDC may provide services to others during the same period service is provided to COUNTY under this Agreement.

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

D.1.7. As an independent CONTRACTOR, YSEDC hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2. LICENSES, PERMITS, ETC.

YSEDC represents and warrants to COUNTY that it has all licenses, permits,

qualifications, and approvals of whatsoever nature which are legally required for YSEDC to practice its profession. YSEDC represents and warrants to COUNTY that (415-0915) Appro... - 10 of 18 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 YSEDC to practice its profession at the time the services are performed. Failure of the YSEDC to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

D.3. TIME.

YSEDC shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of YSEDC'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.

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

D.5. ASSIGNMENT PROHIBITED.

YSEDC 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.6. PERSONNEL.

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

D.7. FACILITIES & EQUIPMENT.

The YSEDC shall provide their own facilities and equipment to complete the services listed herein and attached unless a particular economic development activity requires use of space and / or equipment at a COUNTY facility, which will require pre-approval by the COUNTY, which if deemed appropriate to advance the economic development of the COUNTY, there will be no usage charge to the YSEDC.

D.8. STANDARD OF PERFORMANCE.

YSEDC shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession (415-0915) Appro... - 11 of 18 YSEDC is engaged. All products of whatsoever nature which YSEDC delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in YSEDC's profession.

D.9. TERMINATION.

This AGREEMENT may be terminated by either party by no less than ninety (90) days prior written notice to the other party. Upon termination of this Agreement as otherwise provided herein, YSEDC shall immediately cease rendering service upon the termination date and the following shall apply:

D.9.1. YSEDC 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.9.2. COUNTY shall have full ownership and control of all such writings or other communications delivered by YSEDC pursuant to this Agreement.

D.9.3. COUNTY shall pay YSEDC the reasonable value of services rendered by YSEDC to the date of termination pursuant to this Agreement not to exceed the amount documented by YSEDC and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by YSEDC had YSEDC completed the services required by this Agreement. In this regard, YSEDC shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by YSEDC. In the event of a dispute as to the reasonable value of the services rendered by YSEDC, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

D.10. NON-DISCRIMINATION.

Throughout the duration of this Agreement, YSEDC shall not unlawfully discriminate against any employee of the YSEDC or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. YSEDC 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. YSEDC shall comply with the provisions of the Fair Employment and Housing Act

(Government Code Section 12900, et seq.). The applicable regulations of the Housing Commission implementing Government Code Section 12900, set forth in 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. YSEDC 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. YSEDC shall give written notice of its obligations under this clause to any labor agreement. YSEDC shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.11. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.

In addition to application of the non-discrimination provision of this Agreement, above, YSEDC 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.12. OWNERSHIP OF INFORMATION.

All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and YSEDC agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold YSEDC harmless from any claim arising out of reuse of the information for other than this project.

D.13. 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.14. 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.15. 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.16. 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.17. DEFINITIONS.

Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.17.1. 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.17.2. MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.18. TERM INCLUDES EXTENSIONS.

All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.19. 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.20. 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.21. 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.22. 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.23. 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.24. 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.25. 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.26. TIME IS OF THE ESSENCE.

Time is of the essence of this Agreement and each covenant and term a condition herein.

D.27. CONFLICT OF INTEREST.

Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by YSEDC herein, or have any other direct or indirect financial interest in this Agreement. YSEDC may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the YSEDC's financial interest. The County Administrator shall determine in writing if YSEDC 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.28. ENTIRE AGREEMENT.

This AGREEMENT represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties.

D.29. INTERPRETATION.

Each party has reviewed this AGREEMENT and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This AGREEMENT shall be construed as if all parties had drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this AGREEMENT.

D.30. AUTHORITY TO EXECUTE AGREEMENT.

Any person or persons executing this AGREEMENT on behalf of the COUNTY and YSEDC warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of his/her agency and to bind that agency to the performance of its obligations pursuant to this AGREEMENT.

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:

COUNTY:

Yuba County
County Administrator
Suite 119
915 8th Street
Marysville, CA 95901

With a copy to:

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

YSEDC:

Yuba-Sutter Economic Development Corporation
President/Chief Operating Officer
950 Tharp Road. Suite 1303
Yuba City, CA 95993

ATTACHMENT E

INSURANCE PROVISIONS

YSEDC 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 YSEDC, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if YSEDC has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance as appropriate to YSEDC's profession, with limits no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of YSEDC; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of YSEDC 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 YSEDC's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date***, YSEDC must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

Verification of Coverage

YSEDC shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall

not waive YSEDC's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

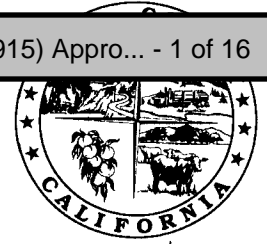
YSEDC shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

The County of Yuba

Office of the County Administrator



416-0915

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB/KS*
RE: Approve Economic Development Agreement between the Greater Sacramento Area Economic Council and Yuba County
DATE: September 15, 2015

RECOMMENDATION

It is recommended that the Board of Supervisors:

1. Approve the attached Economic Development Agreement and Protocol Agreement between the Greater Sacramento Area Economic Council and the County of Yuba.
2. Adopt a resolution authorizing the County Administrator to execute the Agreements
3. Appoint a Board of Supervisors member or the County Administrator to participate on Greater Sacramento's Board of Directors
4. Designate Brynda Stranix, President / Chief Operating Officer of the Economic Development Corporation to serve as Yuba County's representative on the Economic Development Director's Taskforce.

BACKGROUND

Economic development efforts are critical to the County in order to ensure a healthy, vibrant, diverse economy for businesses and residents. The County's ability to market itself is also dependent on the assets of the six-county Sacramento region as a whole.

In 2014, a group of Chief Executive Officers from the Sacramento region created the Greater Sacramento Area Economic Council (Greater Sacramento) in order to retain, attract, grow, and create sustainable businesses throughout the region's six counties: El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba. Greater Sacramento is a public-private partnership looking to raise \$3 million from the private sector and \$1 million from the public sector for regional economic development efforts. Listed below are the 21 private sector companies that have committed \$100,000 annually for five

years, and the 15 communities within the Sacramento region that are in agreement to financially support Greater Sacramento.

21 Private Sector Companies:

AKT Investments
 The Buzz Oates Group of Companies
 California Health & Wellness
 California State University, Sacramento
 Fulcrum Property
 Future Ford Automotive Group
 JPMorgan Chase
 Kaiser Permanente
 The McClatchy Company
 McClellan Park, LLC
 The Niello Company
 Pacific Coast Building Products
 Raley's
 Sacramento Kings
 Sleep Train
 SMUD
 Sutter Health
 Teichert, Inc.
 University of California, Davis
 VSP Global
 Wells Fargo

15 Communities in Agreement:

City of Citrus Heights
 City of Davis
 City of Elk Grove
 City of Folsom
 City of Lincoln
 City of Rancho Cordova
 City of Rocklin
 City of Roseville
 City of Sacramento
 City of West Sacramento
 City of Woodland
 City of Yuba City
 County of Placer
 County of Sacramento
 County of Yolo

Greater Sacramento intends to strengthen the region's job-creating capacity while developing and advancing Sacramento's brand and story, helping the region earn the reputation as the best and easiest place to do business in California.

DISCUSSION

Greater Sacramento has created an Economic Development Directors Taskforce (EDDT) which has been meeting weekly since the beginning of April. The EDDT developed a Regional Cooperation Protocol Policy (attached), which outlines how cities and counties will collaborate to attract outside business to the Sacramento region. This new policy is designed to encourage the region to promote itself as one market, and will allow sharing of resources between jurisdictions making the region more competitive in California.

As part of a strategy to expand our economic development efforts and interact regionally, it is recommended that the Board of Supervisors approve the agreements as presented.

FISCAL IMPACT

The requested membership fee is \$0.40 per resident per fiscal year. Based on the 2014 California Department of Finance Demographic Research Unit, Yuba County (unincorporated area) has a population of 57,921 residents; therefore, Greater Sacramento is requesting \$23,168 for services provided during the fiscal year ending on June 30, 2016. This recommendation is included in the County's Fiscal Year 2015-2016 Final Budget.

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

**RESOLUTION AUTHORIZING THE COUNTY)
ADMINISTRATOR TO EXECUTE ECONOMIC)
DEVELOPMENT AGREEMENT AND PROTOCOL) RESOLUTION NO. _____
AGREEMENT WITH GREATER SACRAMENTO)
AREA ECONOMIC COUNCIL)**

WHEREAS, on a periodic basis certain governmental agencies request that the Yuba County Administrator sign Agreements, Grant Submittals and/or Contracts for the provision of services to that governmental agency; and

WHEREAS, it is in the interest of efficient and effective county government for the Board of Supervisors to authorize the Yuba County Administrator to execute certain Contracts, Agreements and Grant Submittals on behalf of Yuba County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the COUNTY OF YUBA, that the Yuba County Administrator or designee is hereby authorized and directed on behalf of the COUNTY OF YUBA to execute and amend an agreement and policy protocol agreement, ending June 30, 2016, with Greater Sacramento Area Economic Council (GSAC).

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BE IT FURTHER RESOLVED that the Yuba County Administrator is hereby authorized and directed on behalf of the COUNTY OF YUBA to serve as Yuba County Board of Supervisors representative with GSAC.

PASSED AND ADOPTED this _____ day of _____ 2015, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

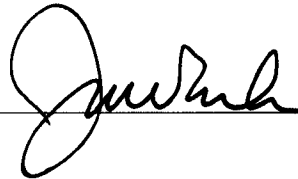
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



COUNTY ADMINISTRATOR

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE GREATER SACRAMENTO AREA ECONOMIC COUNCIL
AND THE COUNTY OF YUBA**

This Economic Development Agreement ("Agreement") is entered into by and between the Board of Supervisors of the County of Yuba, a California municipality (the "Public Jurisdiction"), and the Greater Sacramento Area Economic Council ("Greater Sacramento"), a California non-profit corporation. (Each a "Party" and collectively referred to as "the Parties"). The Agreement shall be effective ("Effective Date") upon signature of both Parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Public Jurisdiction and Greater Sacramento agree as follows:

I. RESPONSIBILITIES OF GREATER SACRAMENTO

- A. MISSION:** Greater Sacramento is an economic development organization working through a public-private partnership of local businesses and governments to retain, attract, grow, and create sustainable businesses in the six-county Sacramento Region, including El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba Counties and the 23 cities therein.
- B. GOALS:** Greater Sacramento is guided by and strategically focused on the following specific long-range goals:
 - 1. Develop and utilize in-depth data and analytics to guide strategic economic development efforts and improve the region's competitive position.
 - 2. Strategically market the region to generate qualified company prospects in targeted economic clusters.
 - 3. Leverage public and private partners and resources to locate qualified prospects.

C. RETENTION AND EXPANSION POLICY:

- 1. Greater Sacramento's primary role is developing the Sacramento Region's market intelligence strategy for high-wage, base industry clusters in coordination with representatives of local communities.
- 2. Both Parties understand that retention and expansion of existing businesses within communities is primarily a local issue, but Greater Sacramento will confidentially assist local leaders on these projects.
- 3. Greater Sacramento will support communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects, as requested by the local community.
- 4. Greater Sacramento will advise communities when an existing company contacts Greater Sacramento regarding a retention or expansion issue, subject to any legal and/or contractual non-disclosure obligations.

- D. **ACTION PLANS:** In accordance with the Mission, Goals, and Retention and Expansion Policy set forth above and subject to the availability of adequate funding, Greater Sacramento shall implement strategic action plans adopted by its Board of Directors and Economic Development Directors Taskforce (EDDT). The Public Jurisdiction shall be entitled to provide input on these action plans through its participation in these advisory groups as specified in Sections III.A. and III.B. of this Agreement. The Public Jurisdiction acknowledges and agrees that Greater Sacramento may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel, or defer certain activities as required by a result of changing market conditions, funding availability, or other circumstances beyond Greater Sacramento's reasonable control.

- E. **PERFORMANCE TARGETS:** Specific performance targets shall be established by Greater Sacramento's Board of Directors and shall be used to evaluate and report progress on Greater Sacramento's implementation of strategic action plans. Greater Sacramento will provide regular reports to the Public Jurisdiction detailing its progress in implementing such plans. As required by a result of changing market conditions, funding availability, or other circumstances beyond Greater Sacramento's reasonable control, these performance targets may be revised with the approval of the Board of Directors or a majority of the designated members of Greater Sacramento's EDDT.

- F. **ECONOMIC DEVELOPMENT DIRECTORS TASKFORCE (EDDT):** Greater Sacramento will organize and lead the Economic Development Directors Taskforce (EDDT), which will develop and follow set protocol for issues such as: Business attraction, retention, and expansion; External marketing and communications; Permitting streamlining. The Public Jurisdiction may appoint one representative to the taskforce as outlined in Section III.B. of this Agreement.

II. RESPONSIBILITIES OF THE PUBLIC JURISDICTION

- A. **STAFF SUPPORT OF GREATER SACRAMENTO'S EFFORTS:** The Public Jurisdiction shall provide staff support to Greater Sacramento's economic development efforts as follows:
 - 1. The Public Jurisdiction shall respond to leads or prospects referred by Greater Sacramento in a professional manner within the time frame specified by the lead or prospect if the Public Jurisdiction desires to compete and if the lead is appropriate for the Public Jurisdiction. When possible, the Public Jurisdiction agrees to provide its response in the format developed jointly by Greater Sacramento and the EDDT.
 - 2. The Public Jurisdiction shall provide appropriate local hospitality, tours, and briefings for prospects visiting sites in the Public Jurisdiction.
 - 3. The Public Jurisdiction shall provide an official economic development representative to represent the Public Jurisdiction on the EDDT, which advises Greater Sacramento's President & CEO.
 - 4. The Public Jurisdiction shall cooperate in the implementation of Greater Sacramento/EDDT process improvement recommendations including presentation

formats, exchange of information on prospects with Greater Sacramento staff, use of shared data systems, land and building databases, and private sector real estate industry interfaces.

5. The Public Jurisdiction shall use its best efforts to respond to special requests by Greater Sacramento for specific information about the Public Jurisdiction within the time frame specified in such request.
6. In order to enable Greater Sacramento to be more sensitive and responsive to the Public Jurisdiction's requirements, the Public Jurisdiction shall, at its sole option, deliver to Greater Sacramento copies of any economic development strategies approved by the Public Jurisdiction, work plans, programs, and evaluation criteria. Greater Sacramento shall not disclose the information to outside parties.
7. The Public Jurisdiction shall use its best efforts to cause an economic development professional representing the Public Jurisdiction to attend all marketing events and other functions to which the Public Jurisdiction has committed itself.
8. The Public Jurisdiction agrees to work with Greater Sacramento to improve the Public Jurisdiction's competitiveness and market readiness to support the growth and expansion of targeted industries.

- B. RECOGNITION OF GREATER SACRAMENTO:** The Public Jurisdiction agrees to recognize Greater Sacramento as the Public Jurisdiction's officially designated regional economic development organization.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

- A. BOARD OF DIRECTORS REPRESENTATION:** The Public Jurisdiction shall be entitled to appoint one (1) Director to Greater Sacramento's Board of Directors, and the appointee shall be the current Board of Supervisors Chair or County Executive Officer. Any such Director will be qualified to serve on the Board only if the Public Jurisdiction appointing such Director remains current on its annual contribution at an amount equal to or greater than its full formula allocation as determined from time to time by the Board of Directors and laid out in this contract in Section III.E.1., and as long as the Public Jurisdiction makes a long-term commitment to assist and carry out the mission and purpose of Greater Sacramento and fulfills the additional requirements as set forth in this Agreement.
- B. ECONOMIC DEVELOPMENT DIRECTORS TASKFORCE (EDDT) REPRESENTATION:** The Public Jurisdiction shall also appoint one (1) economic development professional from its staff, local economic development partner organization, or other qualified community member, subject to the approval of Greater Sacramento, to represent the Public Jurisdiction on Greater Sacramento's Economic Development Directors Taskforce (EDDT), which advises Greater Sacramento's President & CEO.
- C. PARTICIPATION IN MARKETING EVENTS:** Representative(s) of the Public Jurisdiction shall be entitled to participate in Greater Sacramento's marketing events provided that such participation shall not be at Greater Sacramento's expense.

D. PROVISION OF ASSISTANCE: When requested and appropriate, Greater Sacramento will use its best efforts to provide assistance and support to the Public Jurisdiction's economic development staff for business location prospects identified and qualified by the Public Jurisdiction and assist the Public Jurisdiction with presentations to prospects in the Public Jurisdiction or corporate locations.

E. COMPENSATION

1. The Public Jurisdiction agrees to pay \$23,168 for services to be provided by Greater Sacramento pursuant to the Agreement during the fiscal year ending on June 30, 2016, as set forth in this Agreement. This amount is based on \$0.40 per capita applied to the Public Jurisdiction's population as reported in 2014 population estimates from the California Department of Finance Demographic Research Unit, which listed the Public Jurisdiction as having a population of 57,921. Any adjustment to this formula shall be reviewed and approved by the Board of Directors and presented in writing to the Public Jurisdiction for approval.
2. Nothing herein shall preclude the Public Jurisdiction from contracting separately with Greater Sacramento for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the Public Jurisdiction and Greater Sacramento.
3. Greater Sacramento shall submit annual invoices to the Public Jurisdiction on or before July 1 each year. To allow the Public Jurisdiction to budget appropriately, Greater Sacramento shall submit to the Public Jurisdiction a letter indicating the rate structure and full contribution amount no later than May 1 each year. The Public Jurisdiction shall submit full payment within the first quarter of its fiscal year beginning July 1. The Public Jurisdiction is entitled to receive annual audit reports for Greater Sacramento and financial reports at Board of Directors meetings held at least four (4) times per year.

F. COOPERATION

1. The purpose of this Agreement is to set forth the regional economic development program that Greater Sacramento agrees to undertake, the support that the Public Jurisdiction agrees to provide, the respective roles of Greater Sacramento and the Public Jurisdiction, and the payments of the Public Jurisdiction to Greater Sacramento for the fiscal year ending June 30, 2016.
2. The parties acknowledge that Greater Sacramento is a cooperative organization effort between Greater Sacramento and local communities. Accordingly, the Public Jurisdiction and Greater Sacramento covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering Greater Sacramento's goals for the 2015-2016 fiscal year.
3. The Public Jurisdiction agrees to work with Greater Sacramento, as necessary or appropriate, to revise the performance measures, benchmarks, and/or goals for the FY 2016-2017 contract.

IV. GENERAL PROVISIONS

- A. INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Agreement, Greater Sacramento shall indemnify, defend, hold, protect, and save harmless the Public Jurisdiction and any and all of its elected officials, officers, and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense, and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by Public Jurisdiction brought, made, filed against, imposed upon, or sustained by the Public Jurisdiction, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions, or from operations conducted by Greater Sacramento, its directors, officers, agents, or employees acting on behalf of Greater Sacramento and with Greater Sacramento's knowledge and consent.

Any party entitled to indemnity shall notify Greater Sacramento in writing of the existence of any claim, demand, or other matter to which Greater Sacramento's indemnification obligations would apply, and shall give to Greater Sacramento a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection A shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions, or willful misconduct of such indemnified party.

- B. INSURANCE:** Greater Sacramento shall procure and maintain for the duration of this Agreement, at Greater Sacramento's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by Greater Sacramento, its agents, representatives, employees, or contractors.
- C. EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Agreement, Greater Sacramento will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, or disability. Greater Sacramento shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age, or disability. 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 selection for training, including apprenticeship. Greater Sacramento agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- D. NONLIABILITY OF OFFICIALS AND EMPLOYEES:** No member, official, or employee of the Public Jurisdiction will be personally liable to Greater Sacramento, or any successor in interest, in the event of any default or breach by the Public Jurisdiction or for any amount which may become due to Greater Sacramento or successor, or on any obligation under the terms of this Agreement. No member, official, or employee of Greater Sacramento will be personally liable to the Public Jurisdiction, or any successor in interest, in the event of any default or breach by the Greater Sacramento or for any amount which

may become due to the Public Jurisdiction or successor, or on any obligation under the terms of this Agreement.

- E. NOTICE:** Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing or delivered by electronic transmission, as designated by each Party, using the contact information below. Notices or communications in writing shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties. Notices or communications may be delivered by electronic mail or facsimile, as designated by each Party, in a manner that creates a record that is capable of being retained, retrieved, and reviewed, and that may thereafter be rendered into clearly legible tangible form, unless or until either party revokes consent of use of that means of transmission for communications or either Party is unable to deliver communications by that means.

If to Greater Sacramento:

Greater Sacramento Area Economic Council
Attn: Chief Executive Officer
400 Capitol Mall, Suite 2500
Sacramento, CA 95814

If to the Public Jurisdiction:

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

- F. CONFIDENTIAL INFORMATION:** Both Parties agree, during the term of this Agreement and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the other Party, or to disclose to any person, firm, or corporation without the prior written authorization of either Party, any Confidential Information of either Party. "Confidential Information" means any of Greater Sacramento/the Public Jurisdiction's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, client lists, markets, trade secrets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, billing, charging, or other business information disclosed to one Party by the other, either directly or indirectly. Either Party may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with authorized personnel or authorized representatives or for any other purpose that either Party may hereafter authorize in writing. The Parties agrees that in the event of any breach or threatened breach of this section, either Party may obtain, in addition to any other legal remedies, which may be available, such equitable relief as may be necessary to protect it against any such breach or threatened breach.
- G. REPRESENTATIONS AND WARRANTIES:** The Parties each represent and warrant as follows:

1. Each Party has full power, authority, and right to perform its obligations under the Agreement.
 2. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
 3. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- H. MODIFICATIONS:** No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.
- I. ASSIGNMENT:** This Agreement and the services contemplated hereunder are personal to Greater Sacramento and the Public Jurisdiction and neither Party shall have the right or ability to assign, transfer, or subcontract any rights or obligations under this Agreement without the advanced written consent of the other Party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.
- J. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.
- K. COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.
- L. SEVERABILITY:** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- M. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS:** This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Public Jurisdiction or Greater Sacramento, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

The Agreement is executed as follows:

I, Robert Bendorf, acknowledge that I am the County Administrator of County of Yuba, a California municipality, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

COUNTY OF YUBA, a California municipality

By: _____
Robert Bendorf, County Administrator

Date: _____

I, Barry Broome, acknowledge that I am the President & CEO of the Greater Sacramento Area Economic Council, a California nonprofit corporation, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

GREATER SACRAMENTO AREA ECONOMIC COUNCIL,
A California nonprofit corporation

By: 
Barry Broome, President & Chief Executive Officer

Date: July 28, 2015



Greater Sacramento

START | LOCATE | GROW

Regional Cooperation Protocol Policy Greater Sacramento Area Economic Council and Economic Development Directors Taskforce

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. Greater Sacramento and the Economic Development Directors of its member communities agree and acknowledge that it is imperative that they work together as partners on projects involving the communities which Greater Sacramento represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the 6-county Sacramento Region, as a globally competitive region.
2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a successful regional location. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional, or local partners at the earliest possible time.
3. Unless otherwise restricted, agree to coordinate through Greater Sacramento for any prospect considering a project in the six-county Sacramento Region, or in any of the communities that Greater Sacramento represents, understanding that Greater Sacramento is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, Greater Sacramento acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate with a Greater Sacramento member community, Greater Sacramento will be available for confidential research access, topical expertise, or as a service provider to add value to the community in securing the project. Additionally, Greater Sacramento will not publically release information about the project unless the community lead makes such a request to do so.
5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific Greater Sacramento member communities, Greater Sacramento will make a good-faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing, and local incentives).
6. When site-specific information related to other Greater Sacramento communities is requested, EDDT members agree to (i) direct Greater Sacramento prospects back to Greater Sacramento or (ii) direct non-Greater Sacramento generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.
7. Agree that regardless of the lead source, public attraction, retention, or expansion location announcements shall be coordinated among the company, Greater Sacramento member

GREATER SACRAMENTO AREA ECONOMIC COUNCIL



COUNTY ADMINISTRATOR

Greater Sacramento

START | LOCATE | GROW

community, and Greater Sacramento to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).

8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another Greater Sacramento community. Any incentives being considered will be discuss with the EDDT members before offered to company.
9. Inform Greater Sacramento member community when a company tour or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.
10. Agree that the consideration of a future community to Greater Sacramento's membership will be brought before EDDT for discussion in advance of any Board consideration. EDDT will make a recommendation on the addition of a new community to Greater Sacramento's President & CEO.
11. Formalize a process to convene Greater Sacramento and Economic Development Directors of Greater Sacramento member communities quarterly, and cooperate in the exchange of information and ideas reflecting practices, procedures, and policies relating to prospect handling and regional economic development. Weekly meetings will continue until EDDT members decide to move to a monthly conference call and quarterly meetings.
12. Work collectively to maintain a high level of trust and integrity by Greater Sacramento and the Economic Development Directors of Greater Sacramento member communities, utilizing differing views as an opportunity to learn.
13. When Greater Sacramento conducts a marketing objective (i.e domestic or foreign trade mission), Greater Sacramento staff will coordinate with EDDT to ensure coordination and communication.
14. When a RFP is issued by GO-Biz, Greater Sacramento will coordinate the region's response. All RFP submissions will be directed to Greater Sacramento's attention and Greater Sacramento will assemble the response and return to GO-Biz.
15. It is understood Greater Sacramento will or may host annual site selection professionals and/or other marketing familiarization tour(s) to promote the regional communities. Greater Sacramento will make every attempt to provide as much interaction time as possible between the site selectors and the EDDT. It is understood the EDDT members will inform and coordinate with Greater Sacramento of any upcoming site selectors and/or other marketing familiarization tour(s) scheduled by their offices.
16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve Greater Sacramento's President & CEO in addition to others with topical expertise central to the conflict.

Name: _____

Date: _____

Organization: _____

Signature: _____

GREATER SACRAMENTO AREA ECONOMIC COUNCIL

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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TO: Board of Supervisors

FROM: Wendy W. Hartman, Planning Director
Jackie Slade, Yuba County Economic Development Corporation

SUBJECT: HOLD PUBLIC HEARING AND ADOPT RESOLUTION TO AMEND THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) BUSINESS ASSISTANCE LOAN PROGRAM GUIDELINES

DATE: September 15, 2015

Recommendation:

It is recommended that the Board of Supervisors adopt a resolution to amend "CDBG Business Assistance Loan Program Guidelines" to adhere to the most current State of California, Department of Housing, and Community Development (HCD) policies and procedures.

Background:

Yuba County administers Community Development Block Grant (CDBG) loan programs funded by grants from the U.S. Department of Housing and Urban Development (HUD) through the State of California Housing and Community Development and Services Agency (HCD).

Grantees receiving CDBG funds are required to hold Public Hearings to invite citizen comment at various stages of a CDBG grant including but not limited to project design, application submittal, before making amendments to program guidelines and program income reuse plans, at the end of the program year and at the end of the CDBG contract term.

Discussion:

The California Department of Housing and Community Development (HCD) announced via Management Memos 15-03 and 15-06 that jurisdictions must use HCD's new program guidelines templates to be in compliance with current HCD policy in order to use their grant or program income funds for program activities.

The necessary changes have been made to the CDBG Business Assistance Loan Program Guidelines per HCD suggestions and have set up this public hearing to allow public comment on the changes.

Fiscal Impact:

There will be no cost to the General Fund.

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

ADOPT AMENDED CDBG PROGRAM)
BUSINESS ASSISTANCE LOAN PROGRAM) **RESOLUTION NO.** _____
GUIDELINES)

WHEREAS, the Community Development Block Grant (CDBG) Program Housing Rehabilitation, Homeownership Assistance and Business Assistance Loan Program Guidelines were amended and approved by the Board of Supervisors in June 2011 and April 2013; and

WHEREAS, the California Department of Housing and Community Development (HCD) announced via Management Memo 15-03 that jurisdictions must use HCD's new program guidelines template; and

WHEREAS, pursuant to CDBG regulations, the public has been invited to comment on the proposed Guidelines during a noticed public hearing, as well as to submit written comments; and

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors that the CDBG Program Housing Rehabilitation, Homeownership Assistance and Business Assistance Loan Program Guidelines, which have been revised and are attached hereto as Exhibit A, are hereby adopted.

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

AYES:

NOES:

ABSENT:

Mary Jane Griego, Chairman of the Board of Supervisors

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

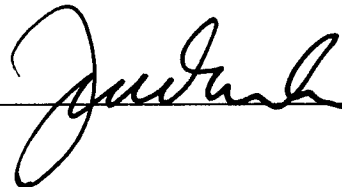


EXHIBIT A

Guidelines

For

Business Assistance Loan Program

Operated By

County of Yuba

With

Community Development Block Grant
(CDBG) Funding

Adopted: September____,2015

Department Updated: June 2015

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List of Attachments with Support Documents

ATTACHMENT A: Lender Loan Approval Memo

ATTACHMENT B: Lender CDBG Business Assistance Loan Agreement

ATTACHMENT C: Lender Required Documents:

- 1) Jobs Tracking Form
- 2) Self Certification of Income Form
- 3) Loan Disbursement Schedule
- 4) Certification of No Conflict of Interest
- 5) Certification of No Job Pirating
- 6) Certification of Federal Regulatory Compliance.

ATTACHMENT D: Lender Adopted Business Loan Servicing Policies

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) BUSINESS ASSISTANCE (BA) LOAN PROGRAM GUIDELINES

1.0 INTRODUCTION

The County of Yuba here after called "Lender" has established a Business Assistance Loan Program, here after called "the Program". The Program is designed to use public tax-payer dollars to stimulate economic growth and improve living conditions of low/moderate income residents in Lender's community. The Program provides low cost loans to eligible for profit businesses. In return, businesses are required to provide documentation of public benefit (normally creating new job positions) and meeting a national objective (normally filling most of the new job positions with persons qualified as low -moderate income and living in the jurisdiction). These Program guidelines describe policies and procedures required for award of loan funds to eligible borrowers. The guidelines have been adopted via resolution by the Lender and approved by the California Department of Housing and Community Development, here after called "Department".

2.0 BUSINESS ASSISTANCE PROGRAM OVERVIEW

2.1 PROGRAM ADMINISTRATOR

The Lender has secured the services of a qualified program administrator here after called "the Administrator". The Administrator will be charged with originating business assistance loans, documenting compliance with CDBG regulations and these Program guidelines. The contact information for the Administrator is:

Name: Brynda Stranix, President/Chief Operating Officer
Agency: Yuba-Sutter Economic Development Corporation
Address: 950 Tharp Road, Ste. 1303
Phone Number: 530-751-8555
E: Mail Address: jslade@ysedc.org

2.2 PROGRAM SERVICE AREA

Financing under this Program is available to all eligible businesses physically located within the jurisdictional limits of the Lender. These funds may not be used in jurisdictions that receive CDBG funds from the federal Department of Housing and Urban Development (HUD) entitlement program. This Program is subject to CDBG service area requirement of substantially benefiting residents in the service area.

2.3 SOURCE OF PROGRAM FUNDS

The Program is capitalized with CDBG federal funds provided by HUD to the Department, who in turn provides the CDBG funds to the Lender. As such, CDBG funds are federal money administered by the Department so both federal and state laws and regulatory requirements must be followed.

CDBG funds come to the Lender from two sources: 1) active grant contract agreement between the Department and Lender originating from annual competitive application

process; 2) CDBG program income administered under PI reuse agreement between Department and Lender.

3.0 CDBG PROGRAM REQUIREMENTS

3.1 ELIGIBLE LOAN APPLICANTS

CDBG funds under this Program can only be expended on the eligible activity authorized under Title I of the Housing and Community Development Act of 1974 (hereafter called "Act"), section 105(a)(17): special economic development, providing direct financial assistance to private for-profit businesses.

An eligible applicant is:

- an existing business legally operating, with any required local business license, insurance, permits per local, state and federal requirements;
- an applicant with a non-operating start-up business may not have all required licenses or insurance, so these items will be made a condition of loan closing;
- a person or persons wishing to buy an existing business;
- a business leasing tenant space or owner occupied business in the service area.

The loan applicant must provide documentation that the proposed project will meet CDBG eligibility criteria of national objective and public benefit per Sections 3.4 and 3.5. The loan applicant must provide documentation of meeting standard commercial underwriting criteria outlined in Section 6 of these guidelines as well as HUD CDBG mandated six underwriting standards described in Section 3.6. An eligible loan applicant must document compliance with all CDBG regulations listed in Section 3.7.

Specific ineligible loan applicants include:

- a business with an existing CDBG BA loan that has not been closed-out with the Department;
- a business operating a private "exclusive" recreational facility;
- non-profit businesses are not eligible under this program;
- a businesses or person(s) with unresolved state / federal tax liens;
- a business or person in bankruptcy process are not eligible until bankruptcy process is complete.

3.2 ELIGIBLE PROJECT COSTS

CDBG funds are non-discretionary and restricted to certain eligible costs. These eligible costs cover most costs associated with successful BA projects. Specifically, CDBG BA activity eligible costs are:

- operating capital and inventory;
- furniture fixtures and equipment (FF&E), with or without installation costs;
- project site improvements, new construction or rehabilitation of leased space or owned building;
- engineering and architectural plans and required permits or fees;
- purchase of manufacturing equipment (with or without installation costs);
- refinancing of existing business debt when done in conjunction with restructuring

- of other existing private financing debt(s);
- purchase of real property, when it provides positive cash flow for new jobs;
- relocation grants for persons displaced due to funding of the project;
- purchase of an existing business, including documented value of good will.

These eligible costs must be connected to the business' ability to meet an eligible CDBG national objective per section 3.4 of these guidelines. Lender will only use CDBG loan funds to reimburse borrower for actual eligible / approved project costs.

3.3 INELIGIBLE PROJECT COSTS

CDBG funds are non-discretionary, limited to certain eligible costs described in Section 3.2 above and there are also a number of ineligible costs. Some ineligible costs are:

- costs incurred prior to submittal of BA loan application and environmental review completion;
- costs associated with residential housing development, i.e. on mixed use project;
- costs associated with supporting "other" businesses the applicant owns;
- costs on a funded project NOT meeting a national objective;
- personal expenses such as cars, home repairs, not directly associated with the business;
- costs of paying off credit cards (personal or business);
- costs of paying off any personal debt not directly associated with business;
- providing CDBG loan as a revolving line of credit (LOC) is not eligible;
- cash payments of any kind made directly to the assisted business owner(s) (wages or draws) from loan proceeds
- costs associated with a funded project when the owner(s) or business is found to be on federal debarred list
- public infrastructure in support of the business
- research and development costs for future production (speculative)

Once approved, loan funds cannot be shifted from one approved type of cost to another without formal written approval of Lender. If there is a substantial change in the project scope of work or underwriting, then the loan must be re-evaluated and re-approved by Lender, per state and federal regulations, prior to loan closing or disbursement of CDBG funds.

3.4 MEETING NATIONAL OBJECTIVE STANDARDS

All eligible activities funded under this program must meet a CDBG "National Objective" as described in the Act, Section 104(b)(3) and federal regulations 24 CFR Part 570.483. Detail on documenting the meeting of national objective standard for a project is contained in Department's guidance on BA Activity Chapter Website. Projects not documented as meeting a national objective are an ineligible activity. Below is a general description of documenting how a BA project meets the national objective of benefit to low - moderate income (LMI) persons. The Lender will use Department specific guidance for ensuring each eligible project funded is documented as meeting a national objective.

BA projects normally meet a national objective standard when they create jobs for LMI persons. BA projects must provide over half; at least fifty one percent (51%), of the new job positions to LMI qualified persons. BA projects proposing to provide most of newly created jobs to LMI persons must agree to allow the Lender, or their designated representative, to meet with each job applicant prior to hiring and complete a Department Self Certification of Income Form, see **Attachment C**. After all new hires are made, payrolls must be collected by the Lender and compared to the job applicant Income Certification forms to prove over half of all newly created job positions were provided to low-moderate income persons. This will prove the project's job creation met the national objective of principally benefiting LMI persons and allow the Lender to close out the project with the Department and HUD. All documentation of national objective for jobs falls under Section 4.5 on confidentiality.

Some BA projects may require CDBG funding to retain jobs. In this case CDBG loan funds will assist in keeping the business from closing or to avoid terminating some staff. This type of project must document that, at the time of application, over half of existing employee positions to be eliminated are held by LMI persons. As such, the business must agree to allow the Lender or their designated representative to interview existing employees and help them complete the Department's Self Certification of Income Form. The business must also provide financial documentation that, if not for CDBG funding, the job positions will be lost and staff laid off. The business must also document that with the investment of CDBG funds, the business will continue operations and jobs can be retained. If approved and funded, the business employees must have Self-Certification of Income completed again, prior to Lender closing out the project. By verifying that, at the time of loan application and after loan disbursements, over half of the retained positions were LMI, then the project will have LMI national objective met and it can be closed out with the Department and HUD. All documentation of national objective for jobs falls under Section 4.5 on confidentiality.

A few BA projects may meet the LMI national objective by documenting that the BA loan applicant provides goods or services to the local community, and the business service area is primarily within the Lender's jurisdiction, and the service area is primarily residential, and the area is primarily occupied by low – moderate income persons. Thus the BA loan applicant must provide documentation of the business' service area. The Lender will use zoning maps to document the service area as primarily residential and located within the Program service area. The Lender will confirm the LMI status of the BA loan applicant's service area from American Communities Survey data, in accordance with HUD low - moderate area (LMA) benefit standard. Lender will require business to provide documentation of the goods or services they provide and justify the need for CDBG funds as part of providing goods and services. This documentation must be provided prior to loan approval. After expenditure of CDBG loan funds and documentation that the business continues to provide goods and services, then the project can be closed out with the Department and HUD. LMA national objective standard guidance is provided on Department's BA Activity Chapter webpage.

3.5 MEETING PUBLIC BENEFIT STANDARDS

All eligible project activities funded under this program must meet a minimum CDBG "Public Benefit Standard" as described in the Act, section 104(b)(17) and federal

regulations; 24 CFR Part 570.483(f)(g). Public Benefit is provided by the recipient in return for use of subsidized federal funds, and provides a funding limit or “cap”. Meeting Public Benefit Standard is very different than meeting National Objective Standard and should not be confused. Lender will use detailed guidance on meeting Public Benefit Standards provided on Department’s BA Activity Chapter webpage.

For BA projects meeting national objective via jobs provided to LMI persons, the Public Benefit standard is jobs, and the maximum CDBG loan funding available is limited to \$35,000 per job. The Lender will require BA loan applicants to provide an estimate of public benefit generated by investment of CDBG funds into the project via the Job Tracking Form, see **Attachment C**. This proposed level of public benefit will be verified after investment of CDBG funding. The actual level of public benefit (loan funds per job) may be greater than or less than the level proposed at the BA application stage. All public benefit data falls under the confidentiality Section 4.5.

For BA projects meeting LMA national objective, based on benefit (goods or services), the Public Benefit Standard is goods or services to LMI persons. In this case, the maximum CDBG funding available is limited to \$350 per LMI person in the business service area. For this public benefit standard, Lender will document compliance at the BA loan application stage prior to loan approval or closing.

CDBG public benefit requirements of the program will be disclosed by the Lender at the start of the application process. Lender will use financial underwriting to identify the need for BA loan subsidies and determine reasonable public benefit that will be generated from the project, i.e. the number of jobs created from proposed project. Projects with small amounts of public benefit may be required to bring in other sources of funding because of CDBG funding limits imposed by this standard.

3.6 MEETING SIX UNDERWRITING STANDARDS

In addition to documenting that the project meets CDBG public benefit standard, the project must also be documented as meeting six HUD underwriting standards, per federal regulation 24 CFR Part 570.483(e). These underwriting standards are required to document a minimum “due diligence” of the Lender and ensure projects are financially sound enough to meet public benefit and national objective standards, i.e. create new or retain existing job positions. The six HUD underwriting standards are general, qualitative and are supported by commercial underwriting standards in Section 6 of these guidelines. See Department BA Activity Chapter webpage for detailed guidance on compliance with each of the six HUD underwriting standards.

The Six Underwriting Standards are:

- project costs are documented as reasonable (typically, third party cost estimates);
- all sources of funding for the project are documented with final commitments;
- to the extent practicable, CDBG funds are not substituted for private (non-federal) funds;
- documentation that project is financially feasible (based on cash flow projections to support jobs and debt service, etc.);
- to the extent practicable, the return of the owner’s equity investment is not

unreasonable (based on level of equity and proposed CDBG loan terms),

- to the extent practicable, CDBG funds are disbursed on a pro-rata basis with other financing provided for the project.

3.7 MEETING OTHER FEDERAL REGULATORY REQUIREMENTS

Since these CDBG BA loans are from a federal funding source, there are a number of federal laws and requirements which are triggered by their use. The Lender and Administrator will require BA loan applicants to provide project information which allows them to make a determination of required project compliance. BA applicants are required to sign loan disclosures and work with Lender to ensure each project is in compliance with any of the triggered, applicable regulations listed below.

National Environmental Policy Act (NEPA): Every project funded under the Program must be reviewed under HUD NEPA regulations 24 CFR Part 58 and the Lender must sign and certify an Environmental Review Record (ERR) for each project prior to approval or disbursement of loan funds. The Lender is required to sign and certify the correct NEPA EER, per current Environmental Review Requirements *Chapter of Department's Grant Management Manual (GMM)*, along with any state review under California's Environmental Quality Act (CEQA).

The ERR level of review is based on the project's "aggregated" scope of work, which includes all proposed project funding. Any construction or equipment installation proposed will require more review work on the ERR. The ERR will be done early in application process, as soon as the project is deemed eligible and scope of work is finalized. No costs will be charged to the Borrower for this process. Applicants must sign Department certification form that no "choice limiting action" under NEPA regulations has or will take place. The form is included in **Attachment C**.

Prevailing Wage Compliance: If a project proposes to use CDBG funds to pay costs for any construction, then federal and state labor standards compliance must be documented. Davis-Bacon Act (40 USC 276a - 276a-5) and related laws are "triggered" when any CDBG funding is used to pay for any project construction costs. Lender will follow *Department guidance in current Labor Standards Chapter of the GMM* for prevailing wage compliance on funded projects.

Additional labor costs will be added to projects proposing to use CDBG to pay for new construction, rehabilitation, or equipment installation. The Administrator and Lender will work with loan applicants to ensure project compliance. The additional time and work required by prevailing wage regulations will be disclosed to the borrower as soon as possible. Any additional costs resulting from this regulation will be incorporated into the CDBG loan approval.

Acquisition and Relocation Laws: All BA applicants proposing to use CDBG funds for purchase of real property must comply with 49 CFR Part 24 Acquisition laws. Lender will provide required Seller Disclosure for execution as part of meeting this requirement.

All BA applicants proposing projects which trigger relocation compliance i.e. result in displacement of persons per Uniform Relocation Act (URA), must work with Lender to

ensure compliance with this law. Additional costs associated with re... will be disclosed to the applicant prior to CDBG loan approval and included in project loan approval.

Required Prohibition of Job Pirating Certification: All BA applicants must sign a Certification of No Job Pirating. Job pirating is prohibited per CDBG federal regulation 24CFR 570.482 (h). Job pirating is defined as using CDBG public funds to facilitate the moving of a business and associated jobs from one jurisdiction to another (business attraction). As such, CDBG federal funds cannot be used to attract / subsidize a business to move from one labor market area to another or keep a business from moving out of a labor market by making a retention argument. Lender will require all applicants to sign a non- job pirating certification, **Attachment C**. Any questions regarding possible job pirating will be submitted to the Department for final determination.

Conflict of Interest Certification: BA loan applicants will sign a Certification of No Conflict of Interest. In accordance state and federal regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or decision-making responsibilities (including members of the loan committee and officers, employees, and agents of the loan committee, the administrative agent, contractors and similar agencies) in connection with the planning and implementation of the CDBG BA program shall directly or indirectly be eligible for this program. Lender will require all applicants to sign a non-conflict of interest certification, **Attachment C**. Any questions regarding possible federal conflict of interest will be submitted to the Department for final determination. Any questions about state conflict of interest laws will be referred to Lender's legal council for final determination.

Required DUNs number, federal debarred verification and demographic data: All BA program applicants must obtain a DUN's number, if they do not already have one. The DUN's number is free and can be obtained on line. In addition, prior to loan approval, the Lender will document that the business being assisted and all owners and affiliated businesses are verified as NOT on the federal debarred contractors list. HUD also requires that the Department and the Lender collect certain income and demographic data from the business and any beneficiaries of CDBG funds.

Required Benefit to Citizens of the Jurisdiction: Applicant must work with Lender to documentation substantial benefit to residents in the Program service area is obtained. This requirement does not apply to job retention. For projects proposing to document providing goods or services, the service area of the business must be within the jurisdictional limits.

4.0 LOAN PROCESSING AND APPROVAL

4.1 FAIR LENDING COMPLIANCE

The Program will be implemented in ways consistent with the Lender's commitment to fair lending laws. No person or business shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in

whole or in part with Program funds on the basis of his or her religion, ethnicity, affiliation, age, race, color, ancestry, national origin, sex, marital status, familial status (number or ages of children), physical or mental disability, sexual orientation, or other arbitrary cause. All personal information of loan applicants will be kept confidential, per Section 4.4.

4.2 LOAN APPLICATION PROCESSING

Loan applications will be processed on a first come first served basis. The Administrator will accept loan applications and review them for initial eligibility per Section 6.1. Applicants that do not meet basic CDBG requirements of the program will be sent a letter of explanation. All BA applications received will be kept on file to document fair lending standards. Applications that meet basic eligibility requirements will be contacted for collection of additional information.

Loan files will be set up as applications are received and compliance information gathered. The business will be required to provide accurate financials for past, current and future projection of the business operations. All owners will have credit checks conducted as part of loan underwriting per Section 6.0. The Administrator may provide sample financial Excel forms (balance / cash flow sheets, profit and loss, personal financial statements, and proforma) but in no instance will the Administrator's or Lender's staff generate financial numbers for an applicant. The applicant may be referred to local business support organizations to assist applicants in producing proper financial statements, develop a business plan, conduct market study or develop industry accounting practices.

Loan applicants are responsible for providing accurate and timely information to the Administrator as part of the loan process. This may include:

- disclose all business owners with twenty percent or more ownership;
- disclose all other businesses the owners have an ownership interest of twenty percent (20%) or more;
- provide current personal financial statements for each owner;
- disclose sources of collateral and security;
- provide business historic financial information, including year to date;
- disclose sources of cash for any equity investment proposed;
- provide third party documentation of eligible project costs;
- provide market study or document basis of future sales projections;
- provide management capacity documentation for ability to execute;
- provide necessary information to clear federal overlays in Section 3.7.

If the loan applicant does not provide required information and documentation to the Administrator in a timely fashion, then there will be delays in the loan approval process.

Once the Administrator has compiled a complete loan file with all the credit, financial, and underwriting information needed to show loan is eligible under these guidelines, then a loan approval memo will be drafted. The memo will be submitted to Lender for their approval. Once approved, the Administrator and Lender will submit project set up report to Department and craft loan documents for signing at closing with the Borrower.

4.3 PROGRAM LOAN APPROVAL PROCESS

The Lender's Loan Review Committee shall be made up of an odd number of persons. The Lender's staff will ask committee members to volunteer for this board. Committee members can be from local financial institutions, the Lender, or other interested parties who have the professional capacity to review and evaluate commercial loans. See **Attachment A** for Lender loan approval memo format.

Loan approval meetings will be scheduled by Lender staff in conjunction with Administrator staff once a loan has been underwritten and is ready for review and approval. Lender staff will be responsible for reviewing each loan application funding proposal and recommending approval or rejection for the loan. Committee members may request additional information and or attach contingencies on closing or funding of the loan. If the loan is approved, then the project can move forward with loan closing.

If Lender approval is not obtained, then the BA loan applicant can take dispute resolution actions, per Section 4.5 of these guidelines.

4.4 LOAN APPLICANT CONFIDENTIALITY

Administrator or Lender or any persons involved in the loan process for this Program will not disclose any of applicant's business or personal confidential information as part of loan review and approval process. All confidential information of businesses will only be disclosed to persons required to view the information as part of loan review and approval. All personal and business confidential information of loan applicants will be kept in a locked secured storage facility and are not available to persons outside of the program. If the Lender or Administrator or Department receives a formal public records request for a loan applicant file, then only non-confidential information, as verified by legal counsel, will be provided.

4.5 APPLICANT DISPUTE RESOLUTION/APEALS PROCEDURE

Any business applying for assistance through this CDBG program has the right to appeal, if their application is denied. The appeal must be made in writing to the Administrator and the Lender. The Lender will schedule a meeting for the appeal to be heard. If the application is denied a second time then the person may ask to have their appeal presented to the Lender's governing body for a final decision.

4.6 EXCEPTIONS / SPECIAL CIRCUMSTANCES

Exceptions are defined as any action, which would depart from policy and procedures stated in the guidelines. The Lender or Administrator staff may initiate consideration of an exceptional/special circumstance to the policies in these guidelines as long as it does not violate CDBG federal / state requirements. A written analysis of the exception will be prepared and submitted with loan approval request. This analysis shall contain a narrative, including the staff's recommended course of action and any written or verbal information supplied by the applicant. The loan approval shall be made after review and acceptance of the exceptional/special circumstances request.

4.7 LOAN CLOSING PROCESS

After Lender approval, submittal BA Loan Certification and Project Set Up Report to Department, the Administrator and Lender will prepare for the loan closing. The Administrator will prepare the loan closing documents; prepare title and lien searches, and UCC-1 filings, if appropriate. Lender legal counsel will review all agreements and documents, as necessary.

The Borrower will sign all the necessary documents and agreements. The Lender will request reimbursement of eligible costs from the Department after Borrower has submitted documentation of eligible expenditures and Lender has paid for those costs.

5.0 DESCRIPTION OF LOANS

5.1 DETERMINATION OF LOAN AMOUNT

The Program has no minimum loan amount. The maximum loan amount is \$300,000.

Actual loan amounts will be based on the business' need for capital to conduct the proposed project's scope of work and meet public benefit standards. Most often the amount of CDBG funding is limited based on "gap" in project financing or ability of business to support new debt or pay for required jobs from business future cash flow projections or by the amount of collateral that the business can provide as security for the CDBG debt. If there are not sufficient CDBG funds for the project, then the Administrator can assist in finding other project funding.

5.2 DETERMINATION OF LOAN TERM

The BA loan term is tied directly to what project costs CDBG funds and what security is being pledged for the loan. If a business only wants operating capital then the term of the loan is normally five years. If a business wants to pay for equipment and supplies, then the term of the loan can be extended out to 10 years. If the loan is for real property improvements and can be secured on real property, then the terms can be extended out to 20 or 30 years. A loan amortization term can be longer than the loan term, so an equipment loan may have a term of ten years but an amortization term of fifteen years, which will create a lump sum payment at year ten. Administrator will confirm that the proper term is given based on the use of the CDBG funds and loan security / collateral being provided.

5.3 DETERMINATION OF LOAN INTEREST RATE

Loan interest rates will start at a minimum of three percent (3%). This rate will be increased, if the investment of CDBG funds at the three percent level causes the business to have an excessive profit, return on investment (ROI). See HUD underwriting standards discussion of undue enrichment on Department's BA Activity Chapter webpage for direction on how to set interest rate to comply with this standard. By allowing the interest rate to move and not be fixed, the Lender can best tailor the

loans under this program to meet the cash flow needs of different business and community and ensure public benefit and national objective standards are met.

5.4 LOAN PROCESSING FEES

The CDBG program provides administration funds to pay for some loan processing and servicing costs. Direct loan fees will be charged to the borrower for lien perfection, due diligence reports necessary for loan underwriting and loan document preparation. In addition, a two percent loan origination fee will be charged. Also, there is no pre-payment penalty on the loans under this Program.

6.0 LOAN UNDERWRITING STANDARDS

6.1 INITIAL LOAN EVALUATION

Each project / business will be evaluated based on the how it has performed in the past and its future financial forecasts. Specifically the following questions will be asked upon receipt of a loan application.

- Is business an eligible applicant, per Section 3.1?
- Are the proposed project costs eligible, per Section 3.2 & 3.3?
- Will project meet a CDBG national objective, per Section 3.4?
- Will business meet public benefit jobs required in Section 3.5?
- Does project appear to meet six HUD underwriting standards, per Section 3.6?
- Are federal overlays triggered that will adversely impact project development?
- Are the business and all owners' credit worthy?
- Does the business and owner pay bills on time, collect on time?
- Does owner have a detailed "business plan"?
- Does owner have documented market demand for projected sales?
- Does owner have management capacity to operate the business?
- Does owner have financial accounting capacity to operate the business?
- Is the owner contributing a reasonable amount of equity?
- Is the owner able to get conventional bank financing, if not, why not?
- Was the business financially viable in the past (net income covers debt)?
- Are there reasonable financial assumptions for future viability/success?
- Is there enough collateral available to secure the proposed loan?
- Is the owner's personal financial status stable?

By collecting enough initial application information to answer the above list of questions, the Administrator will have a good sense of how strong a borrower is, and how successful they will be, if assisted with a CDBG loan. Most of this information is collected on the loan application form and verified verbally at the initial site visit with the owner. By meeting the borrower and asking these questions the Administrator will know what additional information/documentation needs to be collected to provide a clear picture of how CDBG funds can be used to assist the BA loan applicant. These questions demonstrate the need for CDBG funds and business eligibility.

After the initial review, the Administrator/ application processor will collect the proper information required for loan underwriting. The required documentation is listed in the CDBG underwriting guidance document provided on Department's BA Activity Chapter webpage. At this same time, Administrator and Lender will begin regulatory compliance documentation, per Section 3.5. The amount of documentation and detailed underwriting is based on size of the loan and type of business (existing or start up) and what LMI national objective is used. Additional documentation may be required for a business with special circumstances.

6.2 PERSONAL AND BUSINESS CREDIT REQUIREMENTS

Each applicant will have third party credit reports obtained showing credit scores and payment history. All owners and their spouses with twenty percent (20%) or more interest in the business will get credit reports reviewed. If a personal credit reporting service provides low credit scores or shows poor credit history, applicants must provide a written explanation and justification for allowing the loan to go forward.

The primary applicant business and all associated businesses of the owners (20% or more ownership) will have a Dunn and Bradstreet report reviewed as well, if it is available. If it is not available, then the Administrator will call vendors or suppliers of the business to inquire as to the business payment history. This same narrative process will be used for the business credit reports to demonstrate the good standing or poor standing of the business being evaluated, when no third party business credit report is available.

6.3 PERSONAL AND BUSINESS FINANCIAL INFORMATION

Personal financial statements will be required for each person who owns 20% or more of the business. Financial statements need to show all assets and liabilities of the person. In addition to these statements, federal tax return statements for owners and the business for the past three years are needed to give a historic perspective of income.

For the business fiscal year, historic financial statements will be required. These will consist of past three year's balance sheets and cash flow statements, generated from past tax returns and quarterly year to date statements. These statements should be put together by the person responsible for doing the bookkeeping and finance management for the business. Past tax returns will be provided to document the statements provided. Based on these statements the Lender / Administrator can develop ratios for debt service and payment history, etc.

The business will also need to provide future projected financials. These will consist of pro formas showing projected revenue and costs for the business on a monthly basis for each fiscal year for a minimum of three years from application date. Start-ups may need to provide up to five years of projection statements to show "break even" point of business. Two sets of pro formas need to be completed: one showing the business projections with CDBG financing; and a second set showing the business with conventional financing. This will provide evidence of the benefit / increased profit the business is receiving by using the more affordable CDBG loan. These pro formas must

also show the increased costs to the business from adding the new the CDBG debt service.

A project sources and uses form must be provided to show all funding required for completing all project activities. This form will show the owner's equity as well as private bank financing and any other investments from other sources. The sources and uses give a clear idea of what costs the CDBG loan will cover and its information must be reflected in the pro formas as described above.

Using the information in these financial statements, along with any back up documentation required, will allow the Administrator to do the project's underwriting analysis. This analysis will include both the conventional lending underwriting and HUD required underwriting. This analysis will be provided to the LRC for use in loan approval.

6.4 COLLATERAL REQUIREMENTS

All loans under this program will be collateralized using normal commercial lending standards. Collateral coverage will be assessed based on assets available as security and the level at which they are already liened. CDBG funding is typically in a subordinate position to banks and other lenders.

It is the goal of the Program to get the best lien position possible to ensure loan repayments. Types of collateral may include:

- Secured liens on real property,
- UCC liens on machinery, equipment, or other fixtures,
- Lease assignments, as appropriate,
- Personal and corporate guarantees, as appropriate, and
- Life insurance assignment and other collateral, as appropriate.

Appraisal of assets may be required as part of determining how to obtain the best lien positions for the CDBG loan. Combined loan to value ratio on collateral for the typical CDBG loan should strive to be one-hundred percent. Equipment and inventory secured should be properly discounted to reflect actual resale value when doing loan to value calculations.

6.5 BUSINESS EXPERIENCE AND MANAGEMENT CAPACITY

The BA loan applicant will provide resumes and management histories to show the experience of business owners and their management staff in successful operation of the existing business or something comparable. Existing businesses proposing to use CDBG BA funds to create jobs, must have at least an updated business plan if not a new plan.

For BA loan applicants proposing to use CDBG funds for a non-operational start-up businesses or for applicants that wish to use CDBG funds to purchase an existing business or for applicants that wish to use CDBG funds for job retention (to keep the business from closing) a comprehensive business plan will be required. The comprehensive business plan will include a detailed analysis of what management

capacity is need for the business to be successful and identify resources that the business will utilize to meet the identified capacity needs.

7.0 LOAN SERVICING

7.1 LOAN SERVICING RESPONSIBILITIES

Borrower will be provided loan servicing information from the Lender. The Lender will retain all original project files within locked storage. Original legal documents will be kept in locked fire proof filing system for future loan servicing. Lender will provide annual income tax interest statements to the borrower for their tax purposes.

BA loan repayments will be collected by Lender's loan servicing agent:

Name: Jackie Slade
 Agency: Yuba-Sutter Economic Development Corporation
 Address: 950 Tharp Road, Ste. 1303, Yuba City, CA 95993
 Phone Number: 530-751-8555
 E: Mail Address: jslade@ysedc.org

All loan payment will be make directly to the Lender and deposited into current CDBG PI accounts. If payments are collected by a third party, all gross collected CDBG BA loan payments will be provided to the Lender on a semi-monthly basis for deposit into the proper CDBG program income account.

The borrower may be required to provide the Lender / loan servicing agent with periodic financial statements of the business and proof of insurance annually. Upon reviewing the borrower's financial statements, the Lender may require the business to take actions that improve the business cash flows. Borrower may be required to meet with business development staff to assist in stabilizing or building capacity.

Borrower must disclose any significant sale of equipment or assets that are used as loan security by the Lender. The borrower may submit a written request to the Lender to change the CDBG loan terms, if the business is not able to fully service CDBG debt repayments or if they wish to pre-pay the loan by making one or more larger payments.

7.2 LOAN SERVICING POLICIES

The Lender has adopted a set of loan servicing policies that outline how the loan servicing agent will proceed if payments are late or no payments are received. The policies also outline how loan files will be set up and protected.

8.0 PROGRAM OVERSITE BY LENDER

8.1 OVERSITE OF PROGRAM ADMINISTRATOR

The Lender is ultimately the responsible entity for the CDBG BA loan program. Lender will oversee the Administrator and communicate with the loan applicants and borrowers as needed to explain CDBG compliance.

The Administrator is responsible to the Lender and loan applicants to assure that the Program is implemented in compliance with these program guidelines, and state and federal regulations. In addition, Administrator staff will ensure loan applicant projects are underwritten in a timely and responsible manner. This includes working closely with BA loan applicants to ensure they provide accurate financial statements through documenting BA project compliance for project close-out with Department and HUD. Administrator will review all loan documents with borrowers prior to loan closing.

CREDIT MEMORANDUM

TO: Yuba County Loan Review Committee

FROM:

DATE:

SUBJECT: Business Assistance Loan request

APPLICANT:

STRUCTURE:

LOCATION

REQUEST:

NAICS:

Tax ID #:

DUNS#:

Grantee and Loan Applicant Information

Grantee:	Yuba County
Name of business:	
Type of business:	Manufactures, wholesales and retails meat products, specifically beef jerky

Loan Summary

		Total Request: \$
Loan		\$

Leverage Information

		Total Leverage Investment: \$
New equity		\$
Leverage ratio	$\$ \div \$ = :$ Private funds CDBG funds Ratio	

National Objective

<input checked="" type="checkbox"/>	Targeted Income Group Benefit	<input type="checkbox"/>	Slums/Blight Removal	<input type="checkbox"/>	Urgent Need
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Job Information

	Full-time Equivalent Jobs
Total Number of new jobs to be created	
Total number of retained jobs	

Total Jobs Created/Retained	
Total number of new LMI jobs created	
Total Number of retained LMI jobs	
Total TIG Jobs Created/Retained	
CDBG Cost per Job	\$

Recommendation**PROJECT SUMMARY**

	CDBG	BANK	EQUITY	OTHER	TOTAL
Business Acquisition					
Commercial real estate acquisition					
Equipment/furniture					
Working Capital					
Inventory					
Loan costs & fees					
TOTAL	\$	\$	\$	\$	\$

USE OF FUNDS

Description	Amount
Business Acquisition	
Commercial real estate acquisition	
Equipment/furniture	
Working Capital	
Inventory	
Loan costs and fees	
Total (Use of funds)	\$

SOURCE OF FUNDS

Source	Amount	Percentage
Yuba County CDBG	\$	%
Bank	\$	%
Owner equity	\$	%
Other	\$	%
Total (Source of funds)	\$	%

	Amount	Percentage	Rate	Term	Amount (Y/E)
Yuba County CDBG	\$	%	%		\$
Bank	\$	%	%		\$
Owner Equity	\$	%	%		\$
Other	\$	%	%		\$
Totals	\$	100%			\$

Proposed payment schedules

Yuba County CDBG-

Bank-

Other-

PROJECT SUMMARY

In February 2012, _____ purchased a historically underutilized USDA inspected establishment known as _____ that produced high quality beef jerky. Mr. _____ saw great opportunity for growth and the first step was to revive the _____ legacy. In May 2012 he incorporated and became 100% owner of _____.

_____ intends to push the jerky production to capacity while capturing previously unproductive time during jerky production to create a complimentary product line. To do that _____ has requested \$100,000 from County of Yuba CDBG program to purchase equipment and inventory and provide a small amount of working capital. A 30 year old smokehouse that has begun to cook unevenly, creating the loss of more and more product, must be replaced and there is about a 10% "waste" from the jerky production that _____ sees as an opportunity to make sausage, requiring a meat grinder and a slicer, to bring that product on-line.

_____ has already injected \$70,000 to purchase the business as well as \$30,000 down to purchase the commercial property. _____ also carries an \$11,774 note that he made personally to the corporation _____ for equipment and working capital that will be subordinate to County of Yuba.

BACKGROUND AND DESCRIPTION OF THE PROJECT

_____ is a USDA inspected producer of high quality beef jerky. The establishment exists along a busy stretch of road in the Sierra Nevada Foothills. Jerky had been produced and sold there on a small scale for nearly 30 years but when the elderly owner passed away in 2011, the remaining family members decided to sell the business and property.

The retail operation at _____, open from 10:00am to 5:00pm, benefits from its location and history as a rest stop along a well-traveled foothills road. Among the customers are: residents, ranchers and farmers; vacation and recreation travelers; and individuals employed up or

down the road. Although this is a rural destination, it is a ritual for many local and seasonal passersby, and will become a staple for those who desire quality fresh and locally processed meat products.

Since _____ purchased the business in 2012 it has been working hard to revive the _____ legacy. _____ posted its first sales in September 2012 and just before Thanksgiving, _____ opened its retail shop, which has generated promising numbers from direct to consumer sales, with little to no marketing. Presently, _____ is building a campaign to increase retail sales for _____ which has included branding efforts of logo development, improved packaging and labeling, a new sign along Marysville Rd. and a website and internet marketplace.

Jerky flavors are Teriyaki, Chipotle, Hot, and Peppered and are currently sold in 4oz, 8 oz and 16 oz sizes. No preservatives are added during processing.

_____ currently gets its meat from Calvada Foods, out of nearby Sacramento. Calvada Foods is a large wholesale food distributor and warehouse that distributes in Northern California and western Nevada and specializes in meat products of all kinds. Calvada delivers to _____ two times a week.

_____ uses USPS to ship internet and phone orders. All orders under \$100 are accompanied by a \$5 shipping and handling fee. _____ or staff provides the wholesale distribution to the Yuba-Sutter, Chico/Oroville, Nevada City/Grass Valley and 80 Corridor between Auburn and Truckee. As sales outpace _____ internal distribution infrastructure, _____ will contract with an order fulfillment company to support sales.

A search of federal records indicates that neither, _____, or _____ is listed on the "System for Award Management" (SAMS) via <https://www.sam.gov> or the U. S. Treasury list of "Specially Designated Nationals and Blocked Persons" via <http://www.treasury.gov>.

EMPLOYEES

_____ currently has two full time employees. One is a meat cutter and cook. The other is general labor and clean up. The owner and employees all share in the production, from racking to packaging. The owner also assists with the meat cutting.

_____ anticipates needing to immediately hire one full time employee, at minimum wage, to assist in all aspects of production and clean up. This will allow _____ to cook 5 days a week. This will also allow the owner to remove himself from the production line, and focus on sales/sales support and business development. In a short amount of time, _____ anticipates hiring another full-time employee which will allow it to double production, an output of 2000 pounds of jerky a month. It will take the addition of another full time employee to manage the new sausage production, when the time comes.

MARKETING/TARGET MARKET

To date, _____ is the sole sales person. To push the pace of sales, _____ is developing a sales and marketing strategy. Once the production team is in place, _____ will be able to focus his efforts to sales. Having nearly a year of

sales under his belt, his success rate with _____ shows his ability to close deals, while the retention rate shows customers are satisfied.

_____ wholesales its products to retailers as well as sells direct to consumers through a popular retail location, farmers markets and online sales. _____ operates in Northern California, with a target market that extends from Central Valley North, to parts of the Bay Area and the Sierra Nevada Mountain Range. Online, shelf stable products are able to be shipped anywhere in the United States.

Initially, _____ will devote most of its resources to increasing the sales of _____, and stabilizing production labor. A public relations campaign is in the works to get the word out that _____ is back. Social media and local search systems are in place, and a website has been established with an internet marketplace. Also in the works is an email marketing campaign, with an opportunity to subscribe to the "Jerky of the Month Club". _____ has an active customer relations management list with close to 1,000 email contacts and a mailing list of 4,000 contacts.

Currently _____ wholesale contracts to Sunflower Market-Yuba City, New Earth Market-Yuba City, SPD Market-Grass Valley, Marysville Farmers Market, Kittles Outdoor and Sport-Colusa, Granzella's Restaurant and Gift Shop-Williams, Collins & Denny Market-Oroville, Johnson's Bait and Tackle-Yuba City, South Butte Market-Sutter, Collin's Lake, Loma Rica Store, Loma Rica Gold Eagle Market, Stephen's Farmhouse-Yuba City, Browns Valley Chevron and Marysville Lakeview Circle K/Chevron.

_____ has already made contact with or intends to pursue the following businesses for sales locations:

- Union Lumber - Marysville
- Sodaros Fruit Stand - Marysville
- Hills Flat Lumber Co. - Grass Valley and Colfax
- Ikedas Restaurant and Bakery - Auburn
- Mother Truckers - Nevada City - North San Juan
- Harmony Ridge Markets - Harmony Ridge - Nevada City
- SPD Market - Nevada City
- Nugget Markets - Developing Sales Deck for Pitch
- Save-Mart - Developing Sales Deck for Pitch
- Silver Dollar Speed Way - Chico – _____ will be renting booth space at the Friday races.
- New Earth Markets has just made an order for 1# jars. This is the first time we have sold 1# jars wholesale.
- There are also a dozen gas stations from Auburn to Truckee _____ is going to pursue.

In addition, _____ has just begun conversations with Raley's/Bel-Air market and they are actively perusing a relationship with _____. The first stage involves _____ selling to the six local stores in areas they already distribute to, and to track sales and service. Once they impress upon corporate headquarters that their brand has legs, they can move on to supplying to the greater 160 stores through their fulfillment and distribution centers.

_____ is also in the design phase for production of 2oz packages that will be marketed to saloons as an item that sits on their back bar.

In the future, the sales strategy extends beyond this initial jerky/sausage subscription, and intends to become the steady resource for local beef, pork and lamb, as well as other value added products.

COMPETITION

Because of the high number of buyers and sellers of processed meat products in the US market, there is strong and steady competition in the industry.

The Meat Jerky industry, of which beef jerky makes up 79%, is in the growth phase of its life cycle, and is estimated to grow at a rate of 3.5% annually, between 2012 and 2017, outpacing GDP growth. One external driver of this growth is per capita meat consumption, which is on the rise, as well as demand for red meat. At the same time, the price of red meat is important to industry operators, as the fluctuation in cost cannot always be passed along to the consumers, and sometimes cuts into the producers' profit margin. Due to the 2012 drought, beef prices have been at an extremely high level, and are expected to decrease beginning 2013.

Industry demand determinants suggest that consumers are increasingly more health conscious and time sensitive; therefore, they demand convenient and healthy, yet tasty products. Add to that the concerns about the use of preservatives, antibiotics, hormones and other chemicals in meat production and we see a consumer shift towards more natural meat products.

The industry is currently experiencing growth, but faces "saturation over the next five years" (IBISWorld, April 2012). Industry competition is characterized by a medium level of competition, though major players fiercely compete for market share. _____ exist in a segment of the industry that do not have the market power of industry leaders, but offer a unique product that consumers continue to demand. Industry trends and competition analysis shows increased focus on creating new flavor options and all-natural or organic meat snacks. Oberto Sausage Company unveiled its Oh Boy! Oberto All Natural jerky snacks, and Frito-Lay and Kraft Foods are introducing new products that cater to a more health-conscious and flavor-seeking consumer demographic. The increased competition is further validation of this concept, and proof that consumer interest is increasing for natural products made with integrity. Furthermore, the introduction of new products will stimulate consumer demand for jerky in general.

BUSINESS ORGANIZATION/OWNERSHIP

_____ is an S Corporation incorporated in July of 2012, entity number _____. As of July 5, 2013 the company has an active status. 1,000,000 shares in the company have been issued, of which _____ owns all.

MANAGEMENT

_____ President/Owner

_____ has four years experience in the meat industry. _____ most recent industry position was Head Butcher at renowned charcuterie kitchen, Fatted Calf. Before that he worked in a resort kitchen, and a grocery store butcher shop. _____ graduated from University of San Francisco, and later from the California Culinary Academy, with degrees in business and hospitality and restaurant management.

NEED FOR CDBG FUNDING (GAP)

The GAP in this particular project is the “Unavailability of Funding” in the amounts, and under the terms necessary to accomplish this project.

The applicant worked extensively with the Small Business Development Center about the project and was referred to County of Yuba’s program because, even though he purchased a seasoned business, he is a new business owner/start-up with some derogatory credit and limited experience in the industry, therefore making traditional financing unobtainable.

COUNTY OF YUBA

Yuba County is located in the Northern Sacramento Valley, approximately 40 miles north of the State Capital, Sacramento. Its boundaries stretch from the farms and orchards of the valley to the timberlands of the Sierras. Yuba County was created in 1850 by the first California legislature as one of the twenty-seven original California counties. It was named by General John Augustus Sutter for the Yuba River which runs through the county.

Yuba County’s current population is approximately 72,615. Commercial, agricultural, recreational, educational and industrial activities for the county center around the City of Marysville which is the county seat and the county’s largest city with a population of 12,104.

The County is also the home of Beale Air Force Base which covers nearly 23,000 acres and provides the majority of civilian federal government employment in the County.

Yuba County has historically been plagued with high unemployment. Current rates are 15.8% while the State average unemployment remains at 9.7%.

ENVIRONMENTAL REVIEW

This is a business assistance loan to for inventory, equipment and working capital. The smokehouse equipment requires specific electrical, water, drainage, etc. however it is already in place from the current unit and will require no modifications. It is not associated with construction or expansion of existing operations - §58.35(b)(4). The project is “Categorically Excluded” not subject to 58.5.

RELOCATION

This project does not result in the displacement or relocation of any persons. There are no circumstances associated with this loan transaction that would trigger provisions of the Uniform Relocation Act (URA)

DAVIS-BACON & RELATED ACTS

Proceeds from this loan will be used for equipment, inventory and working capital. No CDBG funds will be used for construction or construction related activities nor will the installation of any equipment purchased with proceeds from this loan exceed \$2,000 or 13% of the cost of the equipment (whichever is less).

This CDBG business assistance loan does not trigger any of the provisions of DBRA.

NATIONAL OBJECTIVE/PUBLIC BENEFIT

This project will provide job creation, training and promotional opportunities for members of the Low-Moderate Income Group (LMI) through a first source (Three-Party Employment Agreement) between

the borrower, the County of Yuba and Yuba County One Stop who will screen applicants for income eligibility and refer candidates to _____ Yuba County One Stop, Yuba Community College and the Small Business Development Center are available to develop and implement training programs to serve the creation of **three (3)** new jobs. The completion of a self-certification form, to prove job creation, will be completed by the employee, a third-party agency and verified by Yuba County within the limits of State and Federal Law.

The National Objective will be "principal benefit to Low-Moderate Income Group." The public benefit will be the creation of jobs with the minimum 51% LMI and 1 full-time equivalent position for every \$35,000 borrowed.

Number of jobs created	3	Number of LMI	2	Cost per job ratio	\$33,333
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FINANCIAL DATA

PERSONAL FINANCIAL INFORMATION

PERSONAL FINANCIAL INFORMATION

Federal Income Tax Returns:

(_____)

	2012	2013	2014
Wages			
Interest Income			
Taxable refund, credits or offsets			
Business gain (loss)			
Capital gain (loss)			
Pensions and annuities			
Rental real estate, royalties, S Corporations, trusts			
Farm Income/loss			
Other Income			
Total Income			
Health savings account deduction			
Penalty on early withdraw of savings			
Self-Employment Taxes & Other			
Self-Employment Health Insurance			
Adjusted Gross Income			

Personal Financial Statement (_____)

As of _____

ASSETS		LIABILITIES	
Cash on hand		Res. Real Estate	
401K-IRA Accounts		Auto's	

Stocks and Bonds		Credit cards	
Res. Real Estate		Student Loan	
Auto's			
Other Personal Property		Total Liabilities	
Other-Business- (includes note payable of 11,775)			
		Net Worth	
Total Assets		T/L & N/W	

CREDIT HISTORY

A joint credit report was obtained on _____ from all three major credit file repositories (Equifax, TransUnion & Experian) on July 1, 2013. They have been in file since March 2001. There are a total of 30 trade lines reported of which 15 are active. (3 installment and 12 revolving/credit line) Files suggest a total of \$20,816 in current outstanding debt with \$15,385 available in un-advanced credit lines.

There are no matters of Public Record. _____ have been 30-59 days late 12 times, 60-89 days late 3 times and 90+ days late 5 times. One account was charged off in January 2007.

CREDIT SCORING SUMMARY

TransUnion (FICO)		
Experian (Fair Isaac)		
Equifax (Beacon)		

BUSINESS FINANCIAL INFORMATION**INCOME/EXPENSE STATEMENTS**

Statement Date	2011 Tax Returns	2012 Tax Returns	2013 Tax Returns	2014 Tax Returns
Gross Sales				
Cost of Goods				
Gross Profit				
Advertising				
Car & Truck expense				
Legal and Professional				
Depreciation				
Insurance				
Rent				
Repairs & Maintenance				
Computer Services & Supplies				
Taxes & License				

Interest				
Utilities				
Bank Charges				
Office Expense				
Travel, meals, entertainment				
Telephone				
Delivery/Freight				
Salaries/Wages				
Other Expenses				
Total Expenses				
Net Profit (Loss)				

BALANCE SHEET STATEMENTS as of _____

ASSETS		LIABILITIES	
Cash on hand		Credit Cards	
Inventory		Other	
Receivables		Total Current Liabilities	
Other			
Total Current Assets		Long Term Debt	
		Total Liabilities	
Equipment/furniture owned		Equity	
Fixtures/improvements		Note Payable to Peter Stocker	
Accumulated depreciation		Opening Balance Equity	
Organizational Costs		Capital Stock	
Total Fixed Assets		Shareholder distributions	
		Retained Earnings	
		Net Income	
		Total Equity	
Total Assets		T/L & T/E	

The following summaries are Return on Investment and Debt Credit Ratio with and without CDBG funding for three years as required.

Return on Investment and Debt Coverage Ratio
WITH County of Yuba CDBG Business Loan

	Year 1	Year 2	Year 3
Return on Investment (ROI)			
Net Operating Income (less interest paid on debt)	\$	\$	\$
Divided by Owners Equity	\$	\$	\$
ROI	%	%	%
Debt Coverage Ratio (DCR)			
Available for Debt Service	\$	\$	\$
Divided by Loan Payments	\$	\$	\$
DCR			

**Return on Investment and Debt Coverage Ratio
WITHOUT County of Yuba CDBG Business Loan**

	Year 1	Year 2	Year 3
Return on Investment (ROI)			
Net Operating Income (less interest paid on debt)	\$	\$	\$
Divided by Owners Equity	\$	\$	\$
ROI	%	%	%
Debt Coverage Ratio (DCR)			
Available for Debt Service	\$	\$	\$
Divided by Loan Payments	\$	\$	\$
DCR			

PROPOSED COLLATERAL AND COVERAGE

COLLATERAL VALUE

Commercial Real Estate		
	80% of value	
Automobiles		
FF&E	70% of value	
Inventory	40% of value	
Sub - total collateral value		\$
Less senior liens-		\$
Net lendable equity		\$
Collateral coverage ratio	to 1	(Should be 1: 1 or greater)
Loan to Value	%	(Should be less than 100%)

COLLATERAL DESCRIPTION

1. California Certificate of Title to 2005 Mercedes (VIN:WDBUH83J95X172327), owned by _____. (County of Yuba will be added as a lienholder on the title)
2. A "Blanket" Financing Statement (UCC-1) commanding no less than 1st lien priority against all equipment, inventory, etc.
3. A Deed of Trust commanding no less than 2nd lien priority against commercial real property commonly known as _____ (APN: _____). The commercial property is owned by _____ and will pledge the collateral on behalf _____

PERSONAL GUARANTY

Name of Guarantor	Percent of <u>Loan Amount</u> 100%	Dollar <u>Amount</u> \$	Personal <u>Net Worth</u> \$
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SUMMARY OF ANALYSIS**Summary of Proposal Strengths**

1. The _____ company operated at the same location for 30 years and created a familiarity with that location that _____ will use and expand upon.
2. The applicant has substantial equity into the project and is willing to pledge personal and business property as collateral.
3. _____ worked extensively with the Small Business Development Center to create realistic and obtainable projections.
4. _____ has access to a secondary income stream through a family trust to support his family and/or business if the need arises.

Summary of Proposal Weaknesses

1. The applicant has little to no business owner experience.
2. There is strong and steady competition in the jerky industry and it is a discretionary purchase that can fluctuate as the economy does.

THIRD STAGE REVIEW CRITERIA**CDBG UNDERWRITING GUIDELINES****1. Ensure that Project Costs are Reasonable**

CDBG funds will be used for equipment, inventory and working capital. Third party cost estimates for the equipment and inventory needed for this start-up project are on file.

2. Ensure that Project funding Sources are Committed

Not Applicable. No bank financing is supporting the project. The applicant has provided documentation of funds already spent on the project for the initial stages (start-up costs, building and business acquisition)

3. Ensure that CDBG Funds are not being Substituted for Other Available Funds

This is a business assistance loan to fill a gap in local commercial lending activities. _____ talked with the Small Business Development Center about the project and was referred to County of Yuba's program because he is a start-up business owner, is entering a highly competitive market for his product, has some derogatory marks on his credit and has limited to no business owner experience, all factors that make traditional financing unobtainable. Without the CDBG program,

which has the flexibility to assist these kind of endeavors, the project would not be able to obtain the necessary funds to work through the start-up/growth phase of his business.

4. Ensure that Project is Financially Feasible

The applicant has substantial amounts of equity into the project, has limited to no business debt currently and conservative projections indicate the cash flow will be sufficient to service the new debt.

5. Ensure that CDBG Funds are Disbursed on a Pro Rata Basis with Other Financing Committed to the Project

All other funding (owner equity) has been committed and spent. CDBG funds for equipment, inventory and working capital will be disbursed as needed. Funds will be paid directly to third party vendors and/or be reimbursed to the applicant upon receipt of reasonable documentation with the exception of requests for advancements in payment of working capital.

6. Ensure that Projected Public Benefit is Reasonable

This project will provide job creation, training and promotional opportunities for members of the Low-Moderate Income Group (LMI) through a first source (Three-Party Employment Agreement) between the borrower, the County of Yuba and Yuba County One Stop who will screen applicant for income eligibility and refer candidates to _____ Yuba County One Stop, Yuba Community College and the Small Business Development Center are available to develop and implement training programs to serve the creation of **three (3)** new jobs. The completion of a self-certification form, to prove job creation, will be completed by each employee, a third-party agency and verified by Yuba County within the limits of State and Federal Law.

ADDITIONAL CDBG FEASIBILITY FACTORS

Criterion #1: Need for CDBG Funding:

The GAP in this particular project is the "Unavailability of Funding" in the amounts, and under the terms necessary to accomplish this project.

A local bank indicated a loan would not be possible to _____ because it was not acceptable to their Bank's underwriting. His financial strength was not sufficient, they would need to see two years of business tax returns, and the borrower lacked prior experience. The Small Business Development Center referred _____ to County of Yuba's program because he is a start-up business owner, has limited experience in the meat processing industry, has limited income documented by past tax returns and has some derogatory marks on his credit, all factors that make traditional financing unobtainable. Without the CDBG program, which has the flexibility to assist these kind of endeavors, the project would not be able to obtain the necessary funds to work through the start-up/growth phase of his business.

Criterion #2: Market Feasibility

The business is located in a rural community but has serviced the local area and beyond for 30 years. The Meat Jerky industry, of which beef jerky makes up 79%, is in the growth phase of its life cycle, and is estimated to grow at a rate of 3.5% annually, between 2012 and 2017.

_____ target market extends from Central Valley North, to parts of the Bay Area and the Sierra Nevada Mountain Range and online, shelf stable products are able to be shipped anywhere in the United States.

Criterion #3: Feasibility under local requirements

The business is an allowable use at the subject property and the County is in support of the project.

Criterion #4: Financial Feasibility

Conservative projections indicate the applicant's ability to service the debt. The owner has and will continue to, commit time and capital to the business. The business successfully operated in the same location for 30 years and with _____ renewed passion and aggressive marketing plan, is feasible to reach sales projections.

Criterion #5: Management Capacity

_____ has little to no experience running his own business but he has four years experience in the meat industry and a passion to grow the business. In addition, he has sought the assistance of the Small Business Development Center to advise and guide his decisions.

Criterion #6: Appropriateness of Terms

The loan is amortized over a ten year period, which makes the payment affordable for the applicant and easier to cash flow, with a balloon payment is due in five years. The low, fixed rate provides the company with the advantage of stability in being able to plan future financial goals without fear of adjustable or otherwise variable rate loans.

The loan term meets matches the economic life of the collateral pledged to assure the loan is secured throughout the entire term. Furthermore, this repayment schedule allows the revolving loan fund to recover 100% of its investment within five years. This allows the county to re-lend these funds every five years rather than every ten or twenty years, thereby multiplying the job creation aspect of the RLF, which is the underlying goal of the program.

Criterion #7: Site Control

_____ has a \$1,500 per month lease with _____. The applicant signed an unrestricted lease agreement for the property at _____ on June 1, 2013. Zoning permits the intended use. They have complete site control.

Criterion #8: Intrastate Relocation

Not Applicable

Criterion #9: Recruitment, Training, and Promotion of LMI employees

This project will provide job creation, training and promotional opportunities for members of the Low-Moderate Income Group (LMI) through a first source (Three-Party Employment Agreement) between the borrower, the County of Yuba and Yuba County One Stop who will screen applicants for income eligibility and refer candidates to _____ Yuba Community College and the Small Business Development Center are available to develop and implement training programs to serve the creation of **three (3)** new jobs. The completion of a self-certification form, to prove job creation, will be completed by each employee, a third-party agency and verified by Yuba County within the limits of State and Federal Law.

Criterion #10 Conflict of Interest

The applicant has no family or business connection to County elected officials, staff overseeing the program, or County loan committee members, and Program Administrator.

Criterion #11 Maintenance of Tax Returns

Personal and business tax returns will be obtained annually and kept in a secured file along with other contents of the loan file at 950 Tharp Road, Ste. 1303, Yuba City, CA 95993.

SAMPLE LOAN AGREEMENT**BUSINESS LOAN AGREEMENT
(REPRESENTATIONS AND WARRANTIES)**

Principal \$	Loan Date	Maturity	Loan No	Call/Coll	Account	Officer	Initials
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to length limitations.							

The Borrower represents and covenants the following:

LOAN, NOTE AND RATE. Subject to the terms and conditions of this Agreement and the Loan Commitment letter, the Lender hereby agrees to lend the Borrower, and the Borrower hereby agrees to borrow from the Lender and repay the Lender, the amount of \$_____ (hereafter referred to as the "Loan"). The obligation of the Borrower(s) to repay the Loan shall be evidenced by the Promissory Note (hereafter called the "Note") of the Borrower in a form satisfactory to the Lender dated the date on which the Loan is made (hereafter known as the "Closing Date") payable to the order of the Lender for the amount of the Loan with interest on the unpaid principal at the rate of ____% per annum, per the loan Commitment Letter. The Promissory Note shall be secured by a) _____ and; b) _____ and; c) _____

TERM AND REPAYMENT. The Loan shall be amortized over a _____ month period. There shall be a total of _____ monthly installments of principal and interest. All payments will be made promptly to the Lender at its address as specified at the beginning of the Business Loan Agreement, or at such other address as it may designate from time to time.

PURPOSE OF LOAN. The purpose of this loan is for _____.

REPRESENTATIONS AND WARRANTIES:

DULY ORGANIZED: The Borrower is a _____ duly organized, validly existing, and in good standing under the laws of the **State of California** and has the power to enter into this Agreement and to Borrow hereunder.

DULY AUTHORIZED: The making and performance by the Borrower of this Agreement, and the execution and delivery of the Note, and any Security Agreements and Instruments have been duly authorized by all necessary corporate actions and will not violate any law, rule, regulation, order, writ, judgment, decree, determination, or award presently in effect or result in a breach of or constitute a default under any bank loan or any other agreement or instrument to which the Borrower is a party or by which it or its property may be bound or affected.

LEGALLY BINDING INSTRUMENTS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. The parties agree to execute such further documents and instruments as shall be necessary to carry out the terms of this Agreement, and such documents and agreements shall likewise be binding upon the parties and their successors.

NO LEGAL SUITS: There are no legal actions, suits, or proceedings pending, or to the knowledge of the Borrower, threatened against the Borrower before any court or administrative agency, which if determined adversely to the Borrower, would have a material adverse affect on the financial condition or business of the Borrower.

EVIDENCE OF PROJECT FUNDING: The Borrower has submitted to the Lender acceptable evidence (i.e. bank commitment letter) of financing or liquidity for the balance of project costs.

**BUSINESS LOAN AGREEMENT
(REPRESENTATIONS AND WARRANTIES)
(Continued)**

NOT IN DEFAULT: The Borrower is not in default of any obligation, covenant, or condition contained in any bond, debenture, note, or other evidence of indebtedness or any mortgage or collateral instrument securing the same.

TAXES ARE PAID: The Borrower has paid in full all taxes and assessments levied by any taxing agency, federal, state, or local against Borrower or its personal or real property

NO ADVERSE CHANGE: The Borrower certifies that there has been no adverse change since the date of loan application in the financial conditions, organizations, operation, business prospects, fixed properties, or personnel of the Borrower.

HAZARDOUS SUBSTANCES: The Borrower does not know or believe or have reason to know or believe, that hazardous substances (other than those previously disclosed and acknowledged by the lender in writing) are now, or have been generated, stored, treated, handled, disposed of, released or otherwise located on the property.

AFFIRMATIVE COVENANTS OF THE BORROWER:

COLLATERAL: The Borrower agrees to provide and maintain all collateral, property or equipment in good condition and at the original site identified in the loan documents. In addition, proper insurance for all collateral pledged will be required.

FINANCIAL RECORDS: The Borrower agrees to deliver to the Lender annual Financial Statements prepared by an independent accountant and certified by an authorized officer to be true and accurate copies, within ninety (90) days of the close of the period and, Annual Income Tax Returns, prepared by a qualified tax preparer and certified by an authorized officer to be true and accurate copies within ninety (90) days of the close of the period. The Lender retains the right to request audited statements from the Borrower, to be obtained at the Borrower's expense.

JOB INFORMATION: The Borrower will provide job hiring or saving data to the Lender periodically (semi-annually) for the period of the Loan or three (3) years, whichever is less. This job data will include, but need not be limited to, the number of jobs created or retained, wages, title, starting date, hours worked or job holder demographics that directly relate to the Loan Commitment letter.

JOBS: The Borrower agrees to create or maintain the number of jobs described in, and to comply with, the terms and conditions of the "Three Party Employment Agreement".

RIGHT TO INSPECTION: The Borrower hereby grants to the Lender, until the Note has been fully repaid with interest, the right at all reasonable hours to inspect the chattel, personal property, and real estate used to secure the loan, and to provide the Lender free access to the Borrower's premises for the purpose of such inspection.

INDEMNIFY AND HOLD HARMLESS: Borrower shall indemnify and hold harmless the Lender, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, activities giving rise to strict liability, or defect in design by the Borrower or any person directly or indirectly employed by or acting as agent for Borrower in the performance of this Agreement, including the concurrent or successive passive negligence of the Lender, its officers, agents or employees.

It is understood that the duty of Borrower to indemnify and hold harmless includes the duty to defend as set forth in § 2778 of the California Civil Code

**BUSINESS LOAN AGREEMENT
(REPRESENTATIONS AND WARRANTIES)
(Continued)**

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Borrower from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

HAZARDOUS SUBSTANCES: Neither Borrower nor any tenant of space in the real property (if any) shall dispose of hazardous material on the property. The Borrower shall comply with all applicable laws, regulations, ordinances, licenses, permits, rules and other codes pertaining to hazardous materials. The Borrower shall indemnify and hold harmless from all liability, claims, penalties, fines, losses, damages and expenses of any kind, including, without limitation, clean-up costs and reasonable attorney fees, incurred by Lender as a result of Borrowers breach of the provisions of the Deed of Trust, as a result of Borrower's breach of warranty regarding hazardous substances, or as a result of the presence of hazardous substances on the property.

NEGATIVE COVENANTS OF THE BORROWER:

The Borrower covenants and agrees that, from the date hereof until payment in full of the Note, unless the Lender shall otherwise consent in writing, the Borrower will not enter into any agreement or other commitment, the performance of which would constitute a breach of any of the covenants contained in this Loan Agreement including, but not limited to, the following "Negative" covenants. Any breach of these covenants would constitute an Event of Default, and the lender's rights may be executed immediately.

SELL THE BORROWER'S ASSETS: The Borrower will not sell or transfer all or a substantial part of its assets except those usually sold in the ordinary course of business.

CHANGE IN OWNERSHIP: The principals of the Borrower will not permit, without the written permission of the Lender, any material change in the ownership structure, control, or operation of the Borrower including, but not limited to: (1) merger into or consolidation with any other person, firm, or corporation; (2) changing the nature of its business as carried on at the date hereof; (3) substantial distribution, liquidation, or other disposal of the Borrower's assets to members, principals, shareholders or any other person, persons, entity or entities.

CHANGE THE PROJECT. The Borrower will neither permit nor suffer to exist, without prior written consent from the Lender, any material change in the project's plans and/or specifications submitted to the Lender as per the Loan Commitment letter. Material changes will include a significant variance in the accepted plans and/or specifications, increases in contract prices, and/or additional financial obligation with respect to the construction and acquisition of assets accept in the normal course of business operation.

EVENTS OF DEFAULT:

DEFAULT IN COVENANTS: If the Borrower shall materially default in the performance of any other term, covenant, or agreement contained in the Loan Agreement, and such default shall continue unremedied for thirty (30) days after either; (1) it becomes known to an executive officer of the Borrower or (2) written notice thereof shall have been given to the Borrower by the Lender.

EMPLOYMENT. Failure of Borrower to comply with Community Development Block Grant (CDBG) program **Public Benefit** requirement (the creation 1 full time equivalent (FTE) job for every \$35,000.00 borrowed) and/or failure to meet the **National Objective** (benefit to the Low to Moderate Income Group (LMI) or the elimination of slum and blight) will result in demand upon the Borrower to repay grant funds expended to assist the Borrower and, the Borrower hereby agrees to repay \$35,000.00 per Full Time Equivalent (FTE) job which contributes to the failure to meet CDBG program requirements.

**BUSINESS LOAN AGREEMENT
(REPRESENTATIONS AND WARRANTIES)
(Continued)**

CONDITIONS OF LENDING. The obligation of the Lender to make the Loan shall be subject to the fulfillment at the time of closing of each of the following conditions (as appropriate):

Authorization. The Borrower shall have executed and delivered, to the Lender or its authorized representative, the Loan Commitment Letter.

Note and Loan Agreement. The Borrower shall have executed and delivered to the Lender this Loan Agreement, the Promissory Note and all other required documents, in form satisfactory to the Lender and its Counsel.

Security Agreement. The Borrower shall have executed and delivered to the Lender a Security Agreement against all existing Furniture, Fixtures, Inventory, Accounts, Chattel Paper, Equipment, and other Intangibles as specifically identified in Exhibit "A".

The liens granted to the Lender pursuant to the terms of the Security Agreement, the Promissory Note are or will be, when executed, liens in the respective property described therein, including the proceeds and products thereof.

Guarantees. The Lender shall have received duly executed personal and/or corporate guarantee agreements acceptable to the Lender, as appropriate.

Data Universal Numbering System (DUNS). The Borrower shall have obtained and delivered to Lender a valid DUNS number.

Federal Debarred List. The Lender shall have verified that the Borrower is not on the current federal debarred list.

PROJECT ASSURANCE:

The Borrower hereby assures and certifies that it will comply with all regulations, policies, guidelines and requirements as they relate to the **County of Yuba** Revolving Loan Fund (RLF), specifically grant contract number **12-CDBG-8424** between **County of Yuba** and the State of California Department of Housing and Community Development. Also, the Borrower assures and certifies to the **County of Yuba** that the project:

- a. Will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) whereby no person in the United States shall on the grounds of race, color, religion, or national origin will be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under the economic development program by which the Borrower receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
- b. Will comply with Title VI of the Civil Rights Act of 1964 (41 USC 2000d) prohibition employment discrimination where (i) the primary purpose of the financial assistance is to provide employment, or (ii) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the loan –aided activities
- c. Will comply with Section 112 of Public Law 92-65 and Title III of Public Law 94-135 whereby the Borrower assures that no person in the United States shall on the grounds of sex, or age be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in connection with loan-aided activities

**BUSINESS LOAN AGREEMENT
(REPRESENTATIONS AND WARRANTIES)
(Continued)**

- d. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal Financial Assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- e. Will, through the Borrower, assist the **County of Yuba** in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 USC 468a et.seq.) by (i) consulting with the State's Historic Preservation Officer on the conduct of investigation, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the County of YUBA of the existence of any such properties and, by (ii) complying with all requirements established by the State of California to avoid or mitigate adverse effects.
- f. Will give the **County of Yuba** or the Department of Housing and Community Development (HCD) through any authorized representative, access to examine all records, books, papers, or documents related to the Loan.
- g. Will assure that any building or facility financed in whole or in part by any funds provided under the Revolving Loan Fund (RLF) program will be designed, constructed or altered so as to assure ready access to and use of such building or facility by the physically handicapped. This provision applies only to firms that deal directly with the general public in the normal and usual course of their business, and to facilities in which business is customarily transacted by and with members of the general public.
- h. Will insure That the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the **County of Yuba** of the receipt of any communication from the Director of EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- i. Will comply with all requirements imposed by the Federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- j. Will comply with the Davis-Bacon Act, as amended (40 USC 276a-5).
- k. Will not remove the business from the jurisdictional boundaries of the **County of Yuba**.
- * Some items in this loan may be a requirement of the Revolving Loan Fund (RLF) program. Some items may be inherently contradictory to the standardized Business Loan Agreement produced by Harland Financial Solutions' Laser Pro Lending Suite ™ software. RLF program requirements supersede any Harland Financial Solutions verbiage.

ATTACHMENT B

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**BUSINESS LOAN AGREEMENT
(REPRESENTATIONS AND WARRANTIES)
(Continued)**

Signature page:

(Borrower)

By: _____

COUNTY OF YUBA
(Lender)

By: _____
Robert Bendorf, County Administrator

CDBG Jobs Tracking Form for Proposed Project

Company Name:

List all current employee positions on payroll as of the CDBG loan approval and all proposed new job positions.

Project is Proposing		<input type="checkbox"/> JOB CREATION		Or		<input type="checkbox"/> JOB RETENTION	
Job Position Tittle	New, Existing, or Retained Job	Annual Hours	Annual Wages	Full/Part Time	LMI	Date of Hire	
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
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24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							

EXISTING JOB POSITIONS		PROPOSED NEW HIRE OR RETAINED JOB POSITIONS		LMJ	% LMJ
Total Full Time		Total Full Time			
Total Part Time		Total Part Time			
Grand Total Full Time		Grand Total Full Time			#DIV/0!

I hereby certify under the penalty of perjury that all the information contained in this request for funds (including all supportive documentation) is true and correct. I understand and acknowledge that making false statement on this certification, including any documents submitted in support of it, may result in denial of application for funding.

Signature of Business Owner: _____

Date:

Signature of Jurisdiction Staff: _____

Date:

Note: Multiple forms may be required for businesses with lots of employees.

CDBG Jobs Tracking Form for Completed Project

Company Name:

List all employee positions on payroll, both existing and new hires as a result of CDBG loan.

Date of Project Approval:		Date of Project Completion:		Income Self Cert. Date	
Job Position Title	New or Existing Job	Annual Status	Annual Wages	Full/Part Time	LMI
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					

EXISTING JOB POSITIONS	
Total Full Time	
Total Part Time	
Grand Total Full Time	

ACTUAL NEW HIRE OR RETAINED JOB POSITIONS	
Total Full Time	
Total Part Time	
Grand Total Full Time	

LMI

% LMI
#DIV/0!

I hereby certify under the penalty of perjury that all the information contained in this form (including all supportive documentation) is true and correct. I understand and acknowledge that making false statement on this certification, including any documents submitted in support of it, may result in repayment of loan funds.

Signature of Jurisdiction Staff:

Date:

Business Assistance Project SELF-CERTIFICATION

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☐ City of / ☐ Town of / ☐ County of _____ **CDBG Funded Activity**

Page 1 to be filled out by Applicant/Employee

Status: ☐ Job Applicant (Creation) ☐ Current Employee (Retention)

Business Name: _____

Business Physical Address: _____, _____ (City)

Part I: Confidential Job Applicant / Employee HUD Demographic Data

(This section is voluntary.)

Ethnicity (Select One)	<input type="checkbox"/> Not Hispanic	<input type="checkbox"/> Hispanic
Race (Select One)		
<input type="checkbox"/> White	<input type="checkbox"/> Am. Indian/Alaskan Nat. & White	
<input type="checkbox"/> Black/African American	<input type="checkbox"/> Asian & White	
<input type="checkbox"/> Asian	<input type="checkbox"/> Black/African American & White	
<input type="checkbox"/> American Indian/Alaskan Native	<input type="checkbox"/> Am. Indian/Alaskan & Black/African	
<input type="checkbox"/> Nat. Hawaiian/Other Pacific Isl.	<input type="checkbox"/> Other Multi-Racial	
Other Demographic Data (Select each that Applies)		
<input type="checkbox"/> Female Head of Household	<input type="checkbox"/> Single / Non Elderly	
<input type="checkbox"/> Participant Disable	<input type="checkbox"/> Related/Single Parent	
<input type="checkbox"/> Veteran	<input type="checkbox"/> Related/Two Parent	
<input type="checkbox"/> Elderly	<input type="checkbox"/> Other (_____)	
<input type="checkbox"/> Unemployed prior to Employment		

Part II: Confidential Job Applicant / Employee Income Certification

(Certification process may not be administered by business receiving CDBG funds.)

My total family size consists of _____ members, and the total gross annual income* for all adult members is \$_____.

*Gross annual income must include all sources of income (wages, child support, SSI, unemployment, pension, income from assets, etc., but does not include the income of live-in aids, per 24 CFR 5.403).

I certify that the information given on this form is true and accurate to the best of my knowledge. I am aware that there are penalties for willfully and knowingly giving false information on an application for Federal or State funds, which may include immediate repayment of all Federal or State funds received and/or prosecution under the law. I understand that the information on this form is subject to verification by state or federal personnel as part of compliance monitoring.

Job Applicant / Employee Signature: _____ Date: _____

Applicant / Employee Name (print): _____

Job Applicant / Employee Physical Home Address: _____, _____ (City)

CDBG Business Assistance Project Verification

☐ City of / ☐ Town of / ☐ County of _____ for CDBG Funded Activity

Page 2 to be filled out by Program Operator

Project Information:

Business Name: _____

Job Applicant / Employee Name: _____

Public Benefit Type: ☐ Job Creation ☐ Job Retention

Project funded by: ☐ Grant #: _____ - Or - ☐ PI Fiscal Year: _____

Business and Job Applicant / Employee Location Verification:

Business Physical Address: _____ ☐ In Jurisdiction Limits

Job Applicant / Employee Physical Home Address: _____ ☐ In Jurisdiction Limits

NOTE: Business must be located in Jurisdiction. Significant number of Job Applicants should reside in Jurisdiction (does not apply to retention).

Job Applicant / Employee Income Verification:

Effective Date of the Income Limit Chart being used: _____

- Family is: ☐ 30% or less (Extremely Low Income)
☐ 31%-50% (Low Income)
☐ 51%- 80% (Moderate Income)
☐ Over 80% of median income: **NOT ELIGIBLE AS LOW /MOD JOB**

Program Operator must:

- 1) Must complete confidential demographic data on cert. form if applicant / employee leaves blank.
- 2) Must complete business project information and business & applicant / employee location verification.
- 3) Must complete the applicant/employee income verification by:
 Print the current HCD Income limits from the HCD website (NOT HUD's), and
 Circle the applicable family size and annual income on HCD limit printout, and
 Include the copy of the circled printout with these certification forms.

Program Operator Certification: I certify that Applicant / Employee demographic data provided is true and correct, to the best of my knowledge. I certify that, using the current HCD annual income publication compared to stated family size and gross income, the income level indicated above is true and correct. I certify that residency of the Applicant / Employee and the business address is true and correct per the requirements of 24 CFR 570.486(b) and/or (c) as applicable.

Note: This completed certification, whether Job Applicant / Employee benefited (was hired) or not, must be maintained in the Confidential Project file for review at time of monitoring. Certification of Job Creation cannot be done prior to CDBG funding approval.

Program Operator Name (print) _____

Job Title _____

Signature: _____

Date: _____

SCHEDULE OF ALL PROJECT FUNDING

Date of Loan Approval:

Date of NEPA Competition:

Total Loan

\$

Signature of Business Owner:

Date:

Signature of Jurisdiction Staff:

Date:

ACTUAL CDBG DISBURSEMENTS

Date of NEPA Competition:

[illegible]

I hereby certify under the penalty of perjury that all the information contained in this form (including all supportive documentation) is true and correct. I understand and acknowledge that making false statement on this certification, including any documents submitted in support of it, may repayment of loan funds.

Signature of Business Owner: _____

Date:

Signature of Jurisdiction Staff:

Date:

SAMPLE LOAN SERVICING POLICIES AND PROCEDURES

The County of Yuba, here after called "Lender" has adopted these policies and procedures in order to preserve its financial interest to "Borrowers" that have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of public funds.

Loan Files:

Two separate loan files will be maintained by and at Yuba-Sutter Economic Development Corporation (YSEDC). The first, the legal file which holds all original loan documents, will be kept in a fire-proof safe. The second, the credit file will contain day-to-day administrative records of the loan.

Loan Repayments:

The Lender will use a Loan Servicing Agent to collect monthly payments from borrowers who are obligated to do so under an Installment Note, which are amortized promissory notes.

Payment coupon books will be prepared by YSEDC and issued to borrowers as a matter of convenience in tracking installment remittances.

When a borrower fails to pay an installment in full on its due date, the obligation is in default. The date of default is the day following the date on which the installment was due and for which full payment has not been received. This is the date upon which all subsequent collection proceedings are based.

YSEDC will prepare and mail an initial collection letter on the fifth (5th) day of default. Subsequent letters will be prepared and mailed as appropriate at no less than five (5) day intervals. Personal contact will be established either by telephone or in person before the account becomes thirty (30) days past due.

Each commercial loan account has a fifteen (15) day grace period. A late payment penalty of five percent (5%) of the installment payment amount or \$10.00, whichever is greater, will be assessed against each installment payment received on or after the 16th day of default.

YSEDC staff will send a letter to borrowers with loans that require a final "balloon payment." This letter will be mailed not more than one hundred and fifty (150) or less than ninety (90) days before the balloon payment is due. The letter will clearly set out the amount of the payment due, the date the payment is due and the location where the payment should be made.

YSEDC policy is to enforce the terms of repayment of all obligations due Yuba County, through prompt and persistent collection follow-up methods. YSEDC staff will attempt to realize maximum recovery of principal and earned charges in every case and take appropriate legal action when necessary.

YSEDC will not, under any circumstance, engage in harassment of debtors. follows not to the letter but the spirit of those laws and regulations governing the collection of accounts.

YSEDC staff will contact delinquent borrowers, collect the delinquent amount owing, and impress upon the borrower the importance of contacting the YSEDC office if unable to make future payments on the due date. By such contact the borrower may avoid not only the additional late payment penalties, but also the possibility of more drastic actions. YSEDC staff will impress upon the borrower that the promise of payment is a serious matter. If the promise is broken YSEDC may be forced to take other steps to protect the County's interests and that while YSEDC and the County desire to be helpful, the borrower's full cooperation is mandatory.

If it becomes necessary to manage an account through foreclosure, litigation or bankruptcy, YSEDC staff will keep County of Yuba fully informed and seek appropriate legal counsel when necessary.

It is the policy of YSEDC to recommend and/or process a "Charge-off" transaction against any loan accounts determined to be uncollectable. Final approval to classify a loan as uncollectable and process the charge-off transaction is reserved for the Yuba County Administrative Officer.

Loan Tracking:

YSEDC will enter each fund individually into the Grant Management System – Revolving Loan Servicing Software (GMS-RLSS). Loans made from these funds will be entered under the appropriate fund for tracking purposes.

All loan advances and repayments will be entered into the GMS-RLSS system which will be the ultimate historical record of loan activity. Activity reports will be made available to Yuba County as required.

All expiration/renewal dates for UCC-1 filings, insurance, tax returns and financial statements, balloon payments, site visits, etc. will be entered into GMS-RLSS as well and tracked continuously.

Insurance:

As part of keeping the loan from going into default, borrower must maintain proper insurance coverage naming the Lender as loss payee on all collateral pledged for the loan. In addition, Workman's Compensation and Flood Insurance will be required if applicable. If borrower fails to maintain the necessary insurance, the Lender may take out forced place insurance to cover the collateral while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

YSEDC will check the insurance coverage on an annual basis or as needed.

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Commissioners
Jack Baylis, President
Los Angeles
Jim Kellogg, Vice President
Discovery Bay
Jacque Hostler-Carmesin, Member
McKinleyville
Eric Sklar, Member
Saint Helena
Anthony C. Williams, Member
Huntington Beach

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

419-0915
Sonke Mastrun, Executive Director
(419-0915) Notic... - 1 of 8
(916) 653-4899

www.fgc.ca.gov

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AUG 28 2015

Clerk/Board of Supervisors

August 26, 2015

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 632, Title 14, California Code of Regulations, relating to marine protected areas, which will be published in the California Regulatory Notice Register on August 28, 2015.

Please note the date of the public hearing related to this matter and associated deadlines for receipt of written comments.

Ms. Amanda Van Diggelen, Environmental Scientist, Marine Region, Department of Fish and Wildlife, (562) 342-7176 or Amanda.VanDiggelen@wildlife.ca.gov, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst

Attachment

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

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200, 202, 205(c), 220, 240, 1590, 1591, 2860, 2861 and 6750 of the Fish and Game Code, and Sections 36725(a) and 36725(e) of the Public Resources Code; and to implement, interpret or make specific Sections 200, 202, 205(c), 220, 240, 2861, 5521, 6653, 8420(e) and 8500 of the Fish and Game Code, and Sections 36700(e), 36710(e), 36725(a) and 36725(e) of the Public Resources Code, proposes to amend Section 632, Title 14, California Code of Regulations (CCR), relating to marine protected areas.

Informative Digest/Policy Statement Overview

The Marine Life Protection Act (Fish and Game Code Sections 2850-2863) established a programmatic framework for designating Marine Protected Areas (MPAs) in the form of a statewide network. The Marine Managed Areas Improvement Act (Public Resources Code [PRC] Sections 36600-36900) standardized the designation of marine managed areas (MMAs), which include MPAs. The overriding goal of these acts is to protect, conserve, and help sustain California's valuable marine resources. Unlike previous laws, which focused on individual species, these acts focus on maintaining the health of marine ecosystems and natural biodiversity in order to sustain resources.

Existing regulations in Section 632, Title 14, CCR, provide general provisions, definitions, and site-specific area classifications, boundary descriptions, commercial and recreational take restrictions, and other restricted/allowed uses for MPAs, MMAs and special closures.

The proposed regulatory changes will clarify the allowed and prohibited uses for all MMA designations; amend aquaculture activities for two MMAs; and amend troll gear references for ten MMAs. In addition, the proposed regulations change the designation of one MMA; change the names of 21 MMAs; and refine boundary coordinates for 106 MMAs.

The following is a summary of the proposed changes to Section 632, Title 14, CCR.

Amendment to Subsection 632(a):

1. The proposed regulations add a citation to the statute (Public Resources Code Section 36710) which established the MMA definitions in subsection 632(a)(1).

Amendments to Subsection 632(b):

1. The proposed regulations clarify regulatory language, correct existing errors, and update allowable activities within MMAs.
 - a. The proposed regulation replaces the existing text with new text, as follows:

Area	Existing text	New text
State Marine Reserve (SMR)	"Take of all living marine resources is prohibited"	"Area restrictions defined in subsection 632(a)(1)(A) apply"

State Marine Park	"Take of all living marine resources is prohibited except..."	"Area restrictions defined in subsection 632(a)(1)(B) apply with the following specified exceptions..."
State Marine Conservation Area (SMCA)		"Area restrictions defined in subsection 632(a)(1)(C) apply with the following specified exceptions..."
State Marine Recreational Management Area (SMRMA)	"Take of all living marine resources is prohibited"	"Area Restrictions defined in subsection 632(a)(1)(D) apply"
	OR "Take of all living marine resources is prohibited except..."	OR "Area restrictions defined in subsection 632(a)(1)(D) apply with the following specified exceptions..."

- b. The proposed regulations restructure the regulatory text for MacKerricher SMCA, subsection 632(b)(22)(B), Russian Gulch SMCA, subsection 632(b)(24)(B), Van Damme SMCA, subsection 632(b)(26)(B), and Arrow Point to Lion Head Point (Catalina Island) SMCA, subsection 632(b)(123)(B), in order for their activities language to resemble the remaining MMA descriptions, listing allowable activities instead of prohibited activities.
- c. The proposed regulations add the text "is allowed" to the current regulatory text for 41 MMAs.
- d. The proposed regulations delete the allowance for aquaculture in Drakes Estero SMCA, subsection 632(b)(47)(B).
- e. The proposed regulations amend the current species list for aquaculture within Morro Bay SMRMA, subsection 632(b)(91)(C), to be dependent upon lease conditions rather than a designated list of species.
- f. The proposed regulations replace obsolete salmon troll gear reference with the current salmon troll gear reference for nine MMAs.
- g. The proposed regulations delete the obsolete pelagic finfish troll gear reference from Bodega Head SMCA, subsection 632(b)(40)(B).
- h. The proposed regulations remove commercial harvest of kelp as an allowed activity in Año Nuevo SMCA, subsection 632(b)(67), and redesignate this SMCA as a SMR.
- i. The proposed regulations simplify the names of 21 MMAs by striking the parenthesized text which identifies the geographic location of a given MMA.
- j. The proposed regulations amend text for Point Lobos SMCA, subsection 632(b)(82), and Big Creek SMCA, subsection 632(b)(86), to clarify that albacore may be taken both recreationally and commercially.

2. The proposed regulations improve boundary accuracy and ease of enforcement for numerous MMAs.
 - a. The proposed regulations add a third decimal place to the current coordinates for 76 MMAs and eight special closures.
 - b. The proposed regulations move one or more of the existing coordinates toward an intended point of reference, such as a headland, bridge or mean high tide line, for 61 MMAs and three special closures.
 - c. The proposed regulations delete text pertaining to the mean high tide line for Carmel Pinnacles SMR, subsection 632(b)(79)(A), Point Sur SMCA, subsection 632(b)(84)(A), and Piedras Blancas, SMCA 632(b)(88)(A).
 - d. The proposed regulations replace the sole coordinate boundary at Goleta Slough SMCA, subsection 632(b)(100)(A), with the mean high tide line.
 - e. The proposed regulations move the shared boundary between the Laguna Beach SMR, subsection 632(b)(134)(A), and Laguna Beach no-take SMCA, subsection 632(b)(135)(A), south to the city beach/county beach line near Aliso Creek.
 - f. The proposed regulations anchor coordinates for 25 MMAs to the current National Oceanic and Atmospheric Administration's three nautical mile state line.
 - g. The proposed regulations add one or two positions to the list of coordinates for eight MMAs.
3. The proposed regulations correct a printing error in subsection 632(b)(120)(B)1., Abalone Cove SMCA, and make other nonsubstantive changes for clarity and consistency.

The proposed amendments to section 632 will clarify the restrictions and allowable activities in these MMA's; provide greater ease of public understanding and enforceability; and correct boundary descriptions.

The proposed regulations are consistent with regulations concerning sport and commercial fishing and kelp harvest found in Title 14, CCR. The State Water Resources Control Board may designate State Water Quality Protection Areas and the State Park and Recreation Commission may designate State Marine Reserves, State Marine Conservation Areas, State Marine Recreational Management Areas, State Marine Parks and State Marine Cultural Preservation Areas; however, only the Fish and Game Commission has authority to regulate commercial and recreational fishing and any other taking of marine species in Marine Managed Areas. Department staff has searched the California Code of Regulations and has found no other regulations pertaining to authorized activities in marine protected areas and therefore has determined that the proposed amendments are neither inconsistent, nor incompatible, with existing state regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Embassy Suites - LAX North, 9801 Airport Boulevard, Los Angeles, California, on Wednesday, October 7, 2015, at 8:30 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Town and Country Resort & Convention Center, 500 Hotel Circle North, San Diego, California, on Wednesday, December 9, 2015, at 8:30 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before November 24, 2015 at the address given below, or by email to FGC@fgc.ca.gov. Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on December 4, 2015. All comments must be received no later than December 9, 2015, at the hearing in San Diego, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Sherrie Fonbuena at the preceding address or phone number. **Ms. Amanda Van Diggelen, Environmental Scientist, Department of Fish and Wildlife, (562) 342-7176 or Amanda.VanDiggelen@wildlife.ca.gov, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Analysis

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

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

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states because the proposed amendments make clarification and consistency changes to the current regulations; make minor boundary adjustments; re-designate and rename existing MMAs; and add specified methods of take consistent with existing commercial fishing regulations.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission does not anticipate any impacts on creation or elimination of jobs, the creation of new businesses, the elimination of existing businesses or the expansion of businesses in California because these changes will neither increase nor decrease recreational or commercial fishing opportunities within MMAs.

The Commission does not anticipate any benefits to the health and welfare of California residents or to worker safety.

The proposed amendments may benefit the environment by clarifying the administration of the protection of habitat and biodiversity in MMAs.

- (c) Cost Impacts on a Representative Private Person or Business:

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.

- (e) Nondiscretionary Costs/Savings to Local Agencies: None.

- (f) Programs Mandated on Local Agencies or School Districts: None.

- (g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

- (h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective 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.

FISH AND GAME COMMISSION

Dated: August 18, 2015

**Sonke Mastrup
Executive Director**

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AUG 31 2015

Clerk/Board of Supervisors

420-0915

(420-0915) Notic... - 1 of 5



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOTICE OF PETITIONS FOR TEMPORARY CHANGE INVOLVING THE TRANSFER OF UP TO 10,000 ACRE-FEET OF WATER FROM SOUTH FEATHER WATER & POWER AGENCY TO PARTICIPATING AGENCIES OF THE STATE WATER CONTRACTORS, INC. UNDER PERMITS 1267 AND 2492 (APPLICATIONS 1651 AND 2778)

On August 19, 2015, South Feather Water & Power Agency (SFWPA) filed two petitions for temporary change to transfer up to a total of 10,000 acre-feet (af) of water pursuant to Water Code section 1725 et seq., under water right Permits 1267 and 2492 (Applications 1651 and 2778). The transfer would involve up to 5,000 af of water previously stored in Little Grass Valley Reservoir under Permit 1267 and up to 5,000 af of water previously stored in Sly Grass Reservoir under Permit 2492. Temporary changes involving a transfer of water may be in effect for one year from the date of approval.

SFWPA's petitions, Permits 1267 and 2492, and related project information can be viewed at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/transfers_tu_notices/index.shtml

Pursuant to California Water Code section 1726(f), any interested person may file a comment regarding the petitions. **Comments filed in response to this notice should be submitted to the persons listed below and must be received by 4:30 p.m. on September 14, 2015.**

Send comments to both:

Greg Brown
Division of Water Rights
1001 I Street, 14th Floor
Sacramento, CA 95814
Greg.Brown@waterboards.ca.gov

Dustin Cooper
1681 Bird Street
P.O. Box 1679
Oroville, CA 95965
dcooper@minasianlaw.com

For more information regarding this matter please contact Greg Brown at (916) 323-1847 or by email at greg.brown@waterboards.ca.gov.

Date of Notice: **August 28, 2015**

1 || PROOF OF SERVICE

2 I, ANNA WHITFIELD, declare that:

3 I am employed with the law firm of MINASIAN, SPRUANCE, MEITH, SOARES &
4 SEXTON, LLP, whose address is 1681 Bird Street, Post Office Box 1679, Oroville, California
5 95965-1679. I was, at the time of service hereinafter mentioned, over the age of 18 years and not
6 a party to the below-entitled cause.

On **August 27, 2015**, I served the following documents

8 **NOTICE OF PETITIONS FOR TEMPORARY CHANGE INVOLVING THE**
TRANSFER OF UP TO 10,000 ACRE-FEET OF WATER FROM SOUTH FEATHER
9 **WATER & POWER AGENCY TO PARTICIPATING AGENCIES OF THE STATE**
WATER CONTRACTORS, INC. UNDER PERMITS 1267 AND 2492 (APPLICATIONS
1651 AND 2778)

on the following by the following method:

Person(s) Served: See attached list

(X) **Service by Mail (Collection)**: By enclosing a copy in an envelope addressed as shown on the attached list and placing each envelope for collection and mailing on August 27, 2015, at Oroville, California, following our ordinary business practices. I am readily familiar with this firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on **August 27, 2015**, at Oroville, California.

/s/

ANNA WHITFIELD

South Feather Water & Power Agency
c/o Dustin Cooper
1681 Bird Street
P.O. Box 1679
Oroville, CA 95965

POSTMASTER:
222 Lawrence Street
Quincy, CA 95971

District Attorney
County of Butte
25 County Center Drive
Oroville, CA 95965

District Attorney
County of Plumas
520 West Main Street, Room 404
Quincy, CA 95971

Department of Fish and Wildlife
Carl Wilcox
Acting Water Branch Chief
830 S Street
Sacramento, CA 95811

Lennihan Law
1661 Garden Hwy #102
Sacramento, CA 95833

Thomas O. Thomas
8510 East Alluvial
Clovis, CA 93619

U.S. State Department of Defense
Army Corps of Engineers, Sacramento
District, c/o Regulatory Branch
1325 J Street
Sacramento, CA 95814

Dr. Antoinette Martinez, Coordinator
c/o Amy Huberland, Assistant
Northeast Information Center

Regional Water Quality Control Board
Central Valley Region 5, Redding-Branch
Office, c/o Executive Officer
415 Knollcrest Drive
Redding, CA 96002

Oroville Mercury-Register
2124 5th Ave
Oroville, CA 95965-5862

Planning Department
County of Butte
7 County Center Drive
Oroville, CA 95965

Planning Department
County of Plumas
555 Main Street
Quincy, CA 95971

Trout Unlimited
2239 5th Street
Berkeley, CA 94710

Department of Fish and Wildlife
Nancy Murray
Senior Staff Counsel
1416 9th Street, 12th Floor
Sacramento, CA 95814

Modesto Irrigation District
PO Box 4060
Modesto, CA 95352

Redding Field Office
355 Hemsted Drive
Redding, CA 96002

U.S. National Forest Service
c/o Sally Gregory, Region 5
1323 Club Drive
Vallejo, CA 94592-1110

CA STATE UNIV., CHICO
Building 25, Suite 204
Chico, CA 95929-037

Al Warren Hoslett, Attorney at Law
504 Bank of Stockton Building
311 East Main Street
Stockton, CA 95202

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1735 R
Oroville, CA 95965

Board of Supervisors
County of Butte
25 County Center Drive
Oroville, CA 95965

Board of Supervisors
County of Plumas
520 Main Street, Room 201
Quincy, CA 95971

U.S. Bureau of Reclamation
Ray Sahlberg
Water Rights, MP-460
2800 Cottage Way
Sacramento, CA 95825

J.G. Boswell Company
101 West Walnut Street
Pasadena, CA 91103

County of Riverside
Board of Supervisors
4080 Lemon Street, 4th Floor
Riverside, CA 92501

Eagle Lake Field Office
2950 Riverside Drive
Susanville, CA 96130

U.S. National Forest
Plumas National Forest Supervisor
159 Lawrence Street
P.O. Box 11500
Quincy, CA 95971

Department of Fish and Game
Region II – North Central Region
Regional Manager
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670

Donald K. Lee
PO Box 178
Chico, CA 95927

Jim and Connie Higgins
PO Box 169
Chester, CA 96020

Robert Hughes
5735 Benbrook Lane
Orangevale, CA 95662

Linda F. (420-0915) Notic... - 4 of 5
145 Happy Acres Road
Los Gatos, CA 95032

California Dept. of Water Resources
c/o Nancy Quan
P.O. Box 942836
Sacramento, CA 94236

North Yuba Water District
P.O. Box 299
Brownsville, CA 95919

Western Canal Water District
P.O. Box 190
Richvale, CA 95974

Larry Goldzband
San Francisco Bay Conservation and
Development Commission
455 Golden Gate Avenue, Suite 10600
San Francisco, CA 94102

Board of Supervisors
COUNTY OF KERN
1115 Truxtun Avenue, 5th Floor
Bakersfield, CA 93301

Board of Supervisors
COUNTY OF NAPA
1195 Third Street, Suite 310
Napa, CA 94559

Board of Supervisors
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2 South Green Street
Sonora, CA 95370

Fresno County Board of Supervisors
2281 Tulare
Hall of Records, Room 301
Fresno, CA 93721-2198

Board of Supervisors
COUNTY OF CALAVERAS
Government Center
891 Mountain Ranch Road
San Andreas, CA 95249-9709

Board of Supervisors
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Courthouse
168 West Alisal Street
Salinas, CA 93901

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800 S. Victoria Ave.
Ventura, CA 93009

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COUNTY OF SANTA CRUZ
701 Ocean Street
Santa Cruz, CA 95060

Merced County
Board of Supervisors
2222 M Street
Merced, CA 95340

Kings County Board of Supervisors
1400 West Lacey Boulevard
Hanford, CA 93230

Board of Supervisors
COUNTY OF SANTA BARBARA
105 East Anapamu
Santa Barbara, CA 93101

Madera County Board of Supervisors
200 West 4th Street
Madera, CA 93637

Mariposa County Board of Supervisors
5100 Bullion Street
Mariposa, CA 95338

San Joaquin County Board of Supervisors
44 North San Joaquin Street
Sixth Floor, Suite 627
Stockton, CA 95202

Stanislaus County Board of Supervisors
1010 10th Street
Modesto, CA 95354

Board of Supervisors COUNTY OF
SOLANO
Solano County Government Center
675 Texas Street, Suite 6500
Fairfield, CA 94533

Tulare County Board of Supervisors
2800 West Burrel
Visalia, CA 93291

Board of Supervisors
COUNTY OF ORANGE
333 W. Santa Ana Boulevard
Santa Ana, CA 92701

Board of Supervisors
COUNTY OF SUTTER
1160 Civic Center Boulevard
Yuba City, CA 95993

Board of Supervisors
COUNTY OF BUTTE
25 County Center Drive
Oroville, CA 95965

San Benito County Board of Supervisors
481 4th Street
Hollister, CA 95023

Santa Clara County Board of Supervisors
70 West Hedding Street
10th Floor
San Jose, CA 95110

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COUNTY OF ALAMEDA
1221 Oak Street
Oakland, CA 94612

Board of Supervisors
COUNTY OF CONTRA COSTA
651 Pine Street
Martinez, CA 94553

Board of Supervisors
COUNTY OF SACRAMENTO
700 H Street
Sacramento, CA 95814

Board of Supervisors
COUNTY OF SAN LUIS OBISPO
County Government Center, Room D-430
1055 Monterey Street
San Luis Obispo, CA 93408

Board of Supervisors
COUNTY OF SANTA CRUZ
701 Ocean
Santa Cruz, CA 95060

Board of Supervisors
COUNTY OF YUBA
915 8th Street, Suite 109
Marysville, CA 95901

Board of Supervisors
COUNTY OF SHASTA
1450 Court St., Suite 308B
Redding, CA 96001-1680

Board of Supervisors
COUNTY OF LOS ANGELES
500 W. Temple Street, Room 383
Kenneth Hahn Hall of Administration
Los Angeles, CA 90012

Board of Supervisors
COUNTY OF SAN BERNARDINO
385 N. Arrowhead, 5th Floor
San Bernardino, CA 92415-0110

Board of Supervisors
COUNTY OF IMPERIAL
939 Main
El Centro, CA 92243

Board of Supervisors
COUNTY OF GLENN
526 W. Sycamore
Willows, CA 95988

Board of Supervisors
COUNTY OF TEHAMA
Courthouse
P.O. Box 250
Red Bluff, CA 96080

Board of Supervisors
COUNTY OF PLACER
175 Fulweiler Avenue
Auburn, CA 95603

Board (420-0915) Notic... - 5 of 5
COUNTY OF RIVERSIDE
4080 Lemon Street
Riverside, CA 92501

Board of Supervisors
COUNTY OF SAN DIEGO
1600 Pacific Highway
San Diego, CA 92101

Board of Supervisors
COUNTY OF COLUSA
546 Jay Street
Colusa, CA 95932

Board of Supervisors
COUNTY OF YOLO
625 Court Street, Room 204
Woodland, CA 95695

Board of Supervisors
COUNTY OF EL DORADO
330 Fair Lane
Placerville, CA 95667

Board of Supervisors
COUNTY OF PLUMAS
520 Main Street, Room 309
Quincy, CA 95971

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(421-0915) Lette... - 1 of 3

Michael Hatherly
PO Box 834
Oregon House, CA
95962

Clerk/Board of Supervisors
9/1/2015

421-0915

Board of Supervisors
915 8th Street, Suite 109
Marysville, CA
95901

Dear Supervisor,

#138 To county on resolution 2014-09

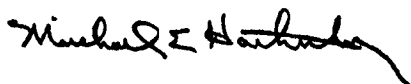
In November 2014 the Dobbins/Oregon House Fire Protection District Board of Directors adopted Resolution 2014-09. (see attachment 1) This resolution had the purpose of modifying a standard of the California Fire Code. Specifically, it purports to eliminate the requirement contained in paragraph **2306.7.2 Fixed pumps required** "Class I and II liquids shall be transferred from tanks by means of **fixed pumps** designed and equipped to allow control of the flow and prevent leakage or accidental discharge" and replaces it with "authorizes the fire fighters under the direction of the Fire Chief to install and utilize a **gravity fed** refueling facility".

The California Fire Code sets out procedures to be used when a district wishes to adopt building standards relating to fire and panic safety that are **more stringent** than those building standards adopted by the State Fire Marshal and contained in the California Building Standards Code. (see attachment 2) One of these requirements is to provide the county a copy of the ordinance at which time "The legislative body of the city, county, or city and county may ratify, modify or deny an adopted ordinance and transmit its determination to the district within 15 days of the determination."

The District did not adopt a building standard relating to fire and panic safety that is more stringent than those building standards adopted by the State Fire Marshall. They did not incorporate their new standard in an ordinance. They did not provide the county with a copy of the ordinance for their approval.

I believe the fire district should have to rescind the resolution and publish the new standard in an ordinance and furnish the county a copy of the ordinance for review.

Sincerely,



Michael Hatherly

BOS CORRESPONDENCE

cc: Comm. Dev. -
Building -
CAO -
County Counsel -

A Resolution of the Dobbins/Oregon House Fire Protection District**RESOLUTION 2014-09****Addressing the issue of above ground Diesel Fuel Tank Delivery System**

Whereas, The Dobbins/Oregon House Fire Protection District, (here after referred to as the district) has the ultimate authority/jurisdiction over all structures within its district; and

Whereas, The County Counsel has further defined this authority to include all above ground tanks; and

Whereas, Directors of the District have unanimously endorsed the on-site diesel refueling system as a concept that best serves the safety of the community ; and

Whereas, Our Fire Fighters are well trained in the management and handling of hazardous materials/liquids and exceptional care has been taken to ensure the safety of this installation; and

Whereas, The location of this facility at our main station is in close proximity to all of our firefighting equipment,

Now, Therefore, Be it Resolved that the Dobbins/Oregon House Fire Protection District, on behalf of a concern for a timely response to the Citizens of our Communities, Authorizes the Fire Fighters, under the direction of the Fire Chief, to Install and Utilize a gravity fed diesel refueling facility to be located at the main fire station for the exclusive use of the District's fire fighting apparatus .

By action of the board of directors this date 11-20-14



Pete Hammontre, Chair

Aye:


No:

Absent:

Lloyd Appleby
Pete Hammontre
Mike Lee
John Norris
William Rogers

✓
✓
✓
✓
✓

Attested:



Lani Pessoa, Clerk of the Board

Attach 1

California Fire Code 1.11.2.3 More restrictive fire and panic safety building standards.

1.11.2.3.1 Any fire protection district organized pursuant to Health and Safety Code Part 2.7 (commencing with Section 13BOO) of Division 12 may adopt building standards relating to fire and panic safety that are more stringent than those building standards adopted by the State Fire Marshal and contained in the California Building Standards Code. For these purposes, the district board shall be deemed a legislative body and the district shall be deemed a local agency. Any changes or modifications that are more stringent than the requirements published in the California Building Standards Code relating to fire and panic safety shall be subject to Section 1.1.B.1.

1.11.2.3.2 Any fire protection district that proposes to adopt an ordinance pursuant to this section shall, not less than 30 days prior to noticing a proposed ordinance for public hearing, provide a copy of that ordinance, together with the adopted findings made pursuant to Section 1.11.2.3.1, to the city, county, or city and county where the ordinance will apply. The city, county, or city and county may provide the district with written comments, which shall become part of the fire protection district's public hearing record.

1.11.2.3.3 The fire protection district shall transmit the adopted ordinance to the city, county, or city and county where the ordinance will apply. The legislative body of the city, county, or city and county may ratify, modify or deny an adopted ordinance and transmit its determination to the district within 15 days of the determination. Any modification or denial of an adopted ordinance shall include a written statement describing the reasons for any modifications or denial. No ordinance adopted by the district shall be effective until ratification by the city, county, or city and county where the ordinance will apply. Upon ratification of an adopted ordinance, the city, county, or city and county shall file a copy of the findings of the district, and any findings of the city, county, or city and county, together with the adopted ordinance expressly marked and identified to which each finding refers, in accordance with Section 1.1.8.1(3). 1