

BOARD OF SUPERVISORS

AGENDA

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



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

MAY 17, 2016

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 and comments shall be limited to three minutes per individual or group.

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Nicoletti
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
- III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
 - A. Community Development and Services
 1. [\(203-0516\) Approve application for a Floodplain Development Variance for a Agricultural Structure at APN 006-030-046 \(Woodruff Lane\).](#)
 2. [\(204-0516\) Approve plans, specifications for Goldfields Parkway Project; Memorandum of Agreement with Yuba Community College District; loan from Trust 188 to Yuba Community College District, and authorize Chair to execute. \(Land Use and Public Work Committee recommends approval\)](#)
 - B. Health and Human Services
 1. [\(205-0516\) Adopt resolution authorizing the Health and Human Services Department to solicit applications for vendors under the Multipurpose Senior Services Program and authorizing Director to enter into and execute agreements with selected vendors upon review and approval of Counsel. \(Human Services Committee recommends approval\)](#)
- IV. **SPECIAL PRESENTATION**
 - A. [\(206-0516\) Receive update from Yuba County Commission on Aging regarding objectives and goals for Annual Report 2015-2016. \(Ten minutes estimate\)](#)
- V. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than three minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.
- VI. **COUNTY DEPARTMENTS**
 - A. Administrative Services
 1. [\(207-0516\) Adopt resolution authorizing Purchasing Agent to approve purchase order to Sabre Industries for installation of radio antennas and equipment for Sheriff Tenant Improvement Project at 720 Yuba Street. \(Ten minute estimate\)](#)
 - B. Community Development and Services

1. [\(208-0516\) Approve fourth amendment to professional services agreement with WRA, Inc. for comprehensive Environmental Impact Report, authorize Chair to execute, and authorize Budget Adjustment in the amount of \\$125,000 for Recology Ostrom Road Projects. \(Five minute estimate\)](#)

C. Human Resources

1. [\(209-0516\) Approve side letter of agreement with Probation Peace Officers Association amending Article 5 and Article 9 regarding work hours, effective June 5, 2016 and authorize Chair to execute. \(Five minute estimate\)](#)

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

- A. [\(195-0516\) Ordinance - Hold public hearing, waive reading, and adopt ordinance amending Chapter 3.40.010 and adding Chapter 3.04.043 of Yuba County Ordinance Code adopting amendment to existing contract with the California Public Employees' Retirement System Board of Administration. \(Second Reading\) \(Roll call vote\) \(Five minute estimate\)](#)

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

- A. [\(210-0516\) Final Audit Report for Sierra-Sacramento Valley Emergency Medical Services Agency for two years June 30, 2013 and 2014.](#)
- B. [\(211-0516\) Final Audit Report for Wheatland Cemetery District for June 30, 2014.](#)
- C. [\(212-0516\) Four notices from California Fish and Game Commission relating to Notice of Findings regarding fisher \(Pekania\), Upland game bird hunting, non-lead ammunition coupon program, and Department of Fish and Wildlife Lands Pass Program and Land Public Uses.](#)

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. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations DSA/MSA/YCPOA/County of Yuba Negotiating Parties: Abel

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.

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



203-0516
(203-0516) Appro... - 1 of 12

749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

ENVIRONMENTAL HEALTH • CUPA
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: Daniel Peterson, Principal Engineer / Public Works

SUBJECT: Floodplain Development Variance for an Agricultural Structure at APN 006-030-046 (Woodruff Lane)

DATE: May 17, 2016

Recommendation

That the Board approve a Floodplain Development Variance for an Agricultural Structure at APN 006-030-046 (Woodruff Lane).

Background

The owners of APN 006-030-046, located on Woodruff Lane approximately 1,600 feet east of Highway 70, in District 10 are proposing to construct a 32' x 48' steel building. The new building will be used exclusively for storing agricultural equipment and supplies necessary to sustain the surrounding orchard.

Discussion

Floodplain management regulations cannot be written to anticipate every imaginable situation. Yuba County Ordinance 10.30.090 "Variance Procedure" was adopted as a way to seek permission to vary from the letter of the rules because of a special situation. It is the Floodplain Manager's opinion that this is such a situation. The structure is for the storage of equipment and agricultural supplies. Requesting a variance for wet flood proofing this type of accessory structure is common and is specifically allowed under the National Flood Insurance Program (NFIP).

Fiscal Impact:

There is no fiscal impact to Yuba County.

Attachment: Floodplain Development Variance Application

COUNTY OF YUBA APPLICATION FOR FLOODPLAIN DEVELOPMENT VARIANCE

OFFICE USE ONLY		
Application No.:	Date Filed:	Receipt No.:

Applicant

- ☒ a. Request variance to allow wet floodproofing
☐ b. Other (explain): _____

Property Location and Address: 630 WOODRUFF LN.
MARYSVILLE, CA.

Assessor's Parcel No(s): 006-030-040 Zoning: _____

Proposed Building Type/Use: METAL STORAGE BLDG. FOR AG STORAGE

Proposed Building Size: 1536 (sq ft) Proposed Finish Floor Elevation: 72

Existing Ground Elevation at Proposed Building Site: 72 (NGVD 1929)

Note: Existing ground elevation may be estimated; no formal survey is required for a variance application.

FIRM Map/Panel No: 0340D Flood Zone: A Base Flood Elevation: N/A

Property Owner
NAME: JIM OHRT
ADDRESS: 630 WOODRUFF LANE
CITY: MARYSVILLE, CA.
PHONE: [REDACTED]

Applicant

SAME.

SIGNATURE OF PROPERTY OWNER: _____

OFFICE USE ONLY	
Floodplain Administrator Recommendation:	DATE: _____
<input type="checkbox"/> APPROVE <input type="checkbox"/> CONDITIONAL APPROVAL <input type="checkbox"/> DENY	
DISPOSITION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED by the Land Use & PW Committee:	
DATE: _____	
DISPOSITION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED by the Board of Supervisors:	
DATE: _____ Floodplain Administrator Signature: _____	
Conditions Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
I agree to accept the Variance subject to the provisions of the Floodplain Management Ordinance and the Conditions of Approval of the permit.	
Owner's Signature: _____	Date: _____

THIS VARIANCE BECOMES NULL AND VOID IF ASSOCIATED BUILDING PERMIT IS NOT ISSUED WITHIN ONE YEAR OF THE DATE OF APPROVAL AND/OR BUILDING IS NOT CONSTRUCTED AND OCCUPANCY PERMIT ISSUED WITHIN TWO YEARS OF DATE OF APPROVAL.

GENERAL APPLICATION INFORMATION FORM

This document, once completed, will provide necessary information about the proposed project. Please answer applicable questions as accurately and completely as possible. Further information could be required from the applicant to evaluate the project.

PLEASE PRINT CLEARLY OR TYPE
USE A SEPARATE SHEET, IF NECESSARY, TO EXPLAIN THE FOLLOWING:

I. Project Characteristics:

- A. Describe the proposed project including all existing and proposed uses of the site. ADD 15369 ~~FEET~~ STORAGE BUILDING

TO 1 AC. RESIDENTIAL LOT SURROUNDED BY AGRICULTURE
ON ALL 4 SIDES

- B. Parcel size (square feet or acres): 1 ACRE

- C. Existing land use (attached photographs of the site):
Undeveloped (vacant) _____ Developed X

If developed, describe extent (type and use of all structures):
S.F.D AND RELATED POOL ECT., 1/2 ACRE WALNUTS

- D. Existing surrounding land uses:

North AG
South AG
East AG
West AG

- E. Will the project use, store, or dispose of any potentially hazardous materials, such as toxic substances, flammables, or explosives? NO

If yes, please explain _____

- F. Will the project include utility services (electric, gas, water, sewer) to the proposed building? NO

If yes, please explain _____

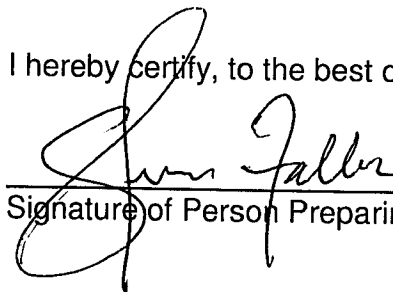
G. Will the project include any stationary mechanical equipment in the proposed building? NO

If yes, please explain _____

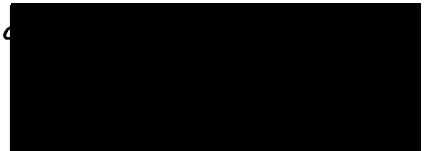
H. What is the necessity of the facility to have a waterfront location? NO WATERFRONT ACCESS REQUESTED

I. Is there an alternative location available for the proposed structure that is not subject to flooding or erosion damage? NO

I hereby certify, to the best of my knowledge, that the above statements are correct.


Signature of Person Preparing Form

3/1/16
Date
BOB PATTERSON



ELIGIBILITY CRITERIA
(Completed by Applicant)

In order to approve a variance, specific findings must be made and supported by evidence of record. Your application for a variance will be considered on the basis of the degree to which your statements fulfill the mandatory findings for approval:

1. Identify why the parcel's physical characteristics are so unusual that complying with the requirements of the ordinance would create an exceptional hardship to the applicant or the surrounding property owners. Applicant may wish to reference FEMA Technical Bulletin 7-93. Identify if this variance is for wet floodproofing an agricultural building that would be used exclusively in connection with production, harvesting, storage, drying or raising of agricultural commodities.

Applicant's Statement: THIS STRUCTURE WILL ONLY BE USED
FOR AGRICULTURAL EQUIPMENT. OWNER FARMS OTHER
AGRICULTURAL PROPERTIES WITHIN THE REGION AND REQUIRES A SECURE
LOCATION TO HOUSE AG. EQUIPMENT. HAVING A STORAGE BUILDING
ADJACENT TO OCCUPIED STRUCTURE PROVIDES ENHANCED
SECURITY.

2. Identify whether this variance is for new construction, substantial improvement, or other proposed new development, and also include lot size. Please note that as the lot size increases beyond one half acre, the technical justification required for issuing the variance increases.

Applicant's Statement: THE BUILDING WILL BE A NEW
METAL BUILDING.

3. Identify whether the variance is for the repair or rehabilitation of "historic structures" (as defined in Section 10.30.050 of the floodplain management ordinance). If so, include a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

Applicant's Statement: NO HISTORICAL INVOLVED

4. Is the proposed development within a regulatory floodway? If so, certification by a registered civil engineer demonstrating that the proposed encroachment shall not result in any increase in flood levels during the base flood discharge is required prior to consideration of a variance. Identify whether this "No-Rise" certification is available if the proposed development is within a regulatory floodway.

Applicant's Statement: NOT NEAR A FLOODWAY.

5. Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of the floodplain management ordinance. Is the request for your variance the minimum deviation possible from code to enable reasonable development of the property?

Applicant's Statement: IT IS. IT WILL BE BUILT WITH THE
FLOOR BEING ORIGINAL GROUND. IT WILL ALSO HAVE
REQUIRED VENTING NOT FEASIBLE TO ELEVATE STRUCTURE TO
SHORE AGRICULTURAL EQUIPT. ALSO NOT FEASIBLE TO
LOCATE ON REMOTE PROPERTY DUE TO SECURITY ISSUES.

**Acknowledgement of Adverse Effects
Application for Floodplain Management Variance
Yuba County, California**

The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 per \$100 of insurance coverage. Such construction below base flood level increases risks to life and property.

Structures built below the Base Flood Elevation shall maintain all wet floodproofing elements for the life of the structure. All interior walls, ceilings and floors below the Base Flood Elevation shall be unfinished or constructed of flood resistant materials. Mechanical, electrical or plumbing devices shall not be installed below the Base Flood Elevation except as allowed under FEMA Technical Bulletin 7-93 or successor documents. The walls of the enclosed areas below the Base Flood Elevation shall be equipped and remain equipped with vents as shown on the Permit. Any alterations or changes from these conditions constitute a violation of the Permit. The County may take any appropriate legal action to correct any violation.

Pursuant to the authority of the County of Yuba, California, Section 10.30.090 of the Yuba County Ordinance Code, the undersigned owner of the property so described below is requesting a variance to the Floodplain Management Ordinance. I, the owner of said property, do hereby acknowledge and accept full responsibility for the property value, loss during flooding conditions and any increase of risk whereby flood and/or other insurance may increase in cost by the granting of this variance. It is further understood that the County of Yuba shall not be held liable for any damage or cost incurred that may result from the granting of the attached variance request.

Property On Which Requesting Variance:

Address: 690 WOODRUFF LN. MARYSVILLE, CA

Yuba County APN: 006-030-046

PROPERTY OWNER:

Name (printed) JIM OHR

Name (Signature) [Signature]

Date _____

Mailing Address

Street Address: 690 WOODRUFF LANE

City: MARYSVILLE State: CA Zip: _____

THE FOLLOWING QUESTIONS MUST BE ANSWERED BY STAFF WHEN ANALYZING THIS REQUEST FOR VARIANCE. PLEASE INCLUDE ANY PERTINENT FACTS THAT MAY ASSIST IN THIS ANALYSIS.

- I. What danger is there that materials may be swept onto other lands to the injury of others?
NONE AS THE SURROUNDING AREAS ARE MUD TREES
ON ALL 4 SIDES
- II. What danger to life and property may occur due to flooding or erosion damage?

- III. How susceptible is the proposed facility and its contents to flood damage and what effects will such damage have on the existing individual owner and future owners of the property?
THE STORAGE IS TRACTORS ONLY.

- IV. What is the importance of the services provided by the proposed facility to the community?

- V. What is the compatibility of the proposed use with existing and anticipated development?
IT IS PROPOSED AGRICULTURAL SURROUND BY
AGRICULTURAL USES.
- VI. What is the relationship of the proposed use to the comprehensive plan and floodplain management program for that area?

- VII. How will the property have safe access for ordinary and emergency vehicles in time of flood?
GRAVEL ROAD ENTRY

- VIII. What is the expected height, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site?

Slow rise flooding only.

- IX. What are the anticipated costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges?

NO UTILITIES ARE INVOLVED.

COUNTY OF YUBA FLOODPLAIN DEVELOPMENT VARIANCE APPLICATION

OFFICE USE ONLY		
Application No.:	Date Filed:	Receipt No.:

Summary Sheet (to be completed by Public Works Staff)

Type of Variance Requested:

- ☐ Wet floodproofing of an accessory structure;
- ☐ Wet floodproofing of a structure used solely for agricultural purposes;
- ☐ Reconstruction, rehabilitation or restoration of an historic structure;
- ☐ Wet floodproofing of a structure requiring a waterfront location for the conduct of a functionally dependent use.

Is application complete?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Would variance comply with FEMA regulations?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Would denial result in exceptional hardship?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
If within Floodway, is No-Rise Certification provided?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	NA (✓)
Would variance constitute minimum relief?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Would there be a risk of debris transport?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Would there be an increased risk to life or property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Is proposed location necessary?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Is there a better alternate location for facility?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Staff recommendation:

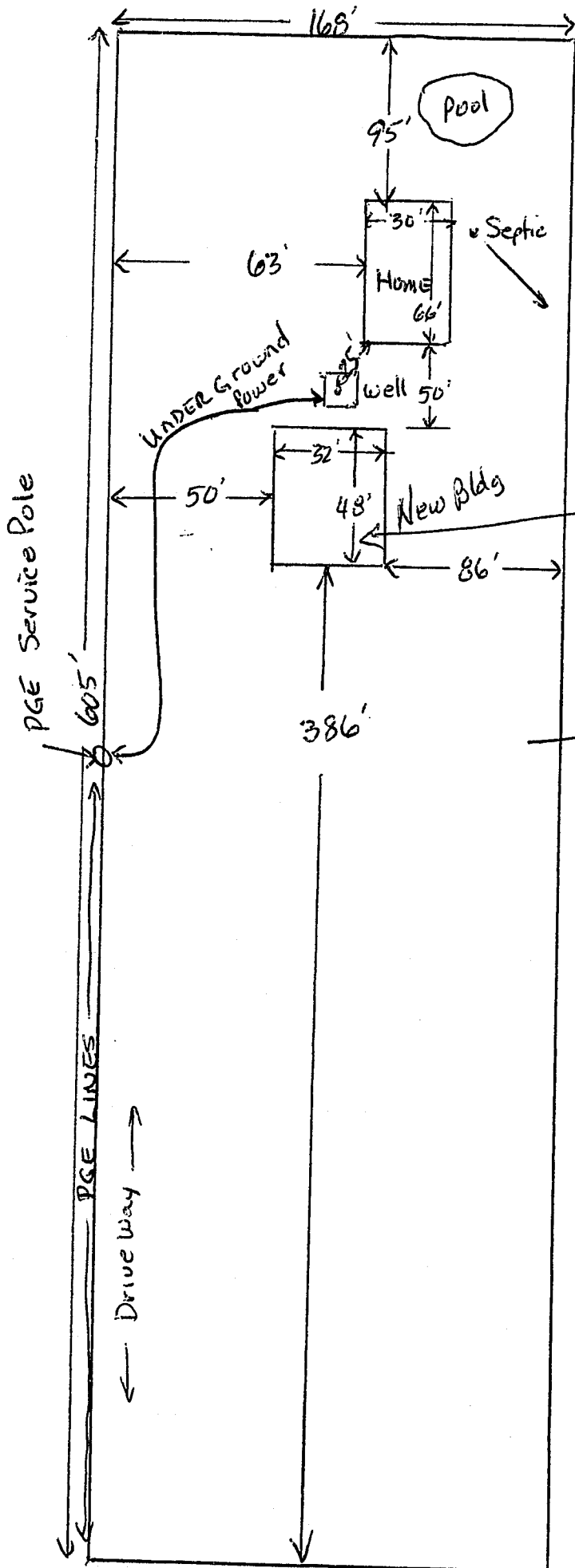
- ☒ Approve Variance
- ☐ Approve Variance with conditions
- ☐ Deny Variance


 Public Works Staff Signature

4/29/2016
 Date

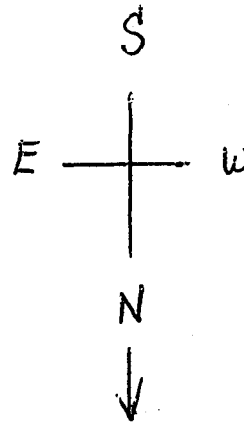
4/29/16

ASMT# 006-030-046-000



finished floor (gravel)
Elevation 73' floor

EXISTING GROUND ELEV AT ALL
Parcel 72 foot ASL



← WOODRUFF Rd →

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



204-0516
(204-0516) Appro... - 1 of 14

CODE ENFORCEMENT
749-5455 • Fax 749-5424

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

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

PLANNING
749-5470 • Fax 749-5434

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

May 17, 2016

TO: Board of Supervisors

FROM: Michael G. Lee, Director of Public Works

A handwritten signature in dark ink, appearing to read "Michael G. Lee", is written over the printed name.

SUBJECT: Goldfields Parkway project between the Orchard Subdivision and N. Beale Road

RECOMMENDATION:

That the Board approve the following items pertaining to the Goldfields Parkway project between Orchard Subdivision and N. Beale Road.

- 1) Approval of Plans, Specifications, and Estimate for the subject project, and authorization for advertisement of bids.
- 2) Approve the attached Memorandum of Agreement (MOA) with Yuba Community College District and authorize the Chair to sign.
- 3) Authorize a loan of up to \$300,000 from Trust 188 (Countywide Traffic Impact Fees) to the Yuba Community College District for a maximum term of 3 years at the County's Pooled Interest Rate.

BACKGROUND:

Throughout the design process, Public Works has been in correspondence with College staff since the proposed project will have some impacts to College property. During this collaboration, it was determined that constructing a new ditch along the eastern portion of the College property, just west of the County's ultimate Goldfields Parkway improvements, would be mutually beneficial to both parties. It will allow the College to gravity drain its recently constructed detention pond at the northeast corner of the College property, that currently has intermittent standing water. The new ditch will also accommodate the County's roadside drainage and allow us to eliminate an existing ditch that will be in conflict with the ultimate Goldfields Parkway improvements.

Since constructing the new ditch on College property is mutually beneficial, and to give the College more time to plan for expenditure of funds toward the drainage ditch, County staff offered to loan the College, if desired, up to \$300,000 from Trust 188 (Countywide Traffic Impact Fees) for a maximum term of 3 years at the County's Pooled Interest Rate. College staff have indicated that they are not sure whether the College will need to borrow the money, but would like the option available. The College Board of Trustees has already heard this item and recommends support of it.

The attached MOA outlines the terms and responsibilities of each party and the terms of the potential loan.

DISCUSSION:

This project consists of constructing two lanes of the ultimate 4-lane arterial from its current terminus at the Orchards Subdivision to N. Beale Road. The project will also include drainage improvements, bike lanes, striping, fencing, and other associated items. Plans and specifications are available for review at Public Works. The project is expected to be completed by December 2016. Once construction is completed, a portion of Linda Avenue will be abandoned and returned to the College. This action will be processed separately to your Board. This new roadway will help alleviate through traffic on Griffith Avenue that tends to be problematic for the numerous residents fronting Griffith.

COMMITTEE ACTION:

The Land Use & Public Works Committee heard this item and recommended approval.

FISCAL IMPACT:

The engineer's estimate of cost for the project is \$1.5 million. The project will be funded roughly according to the following breakdown (will vary some based on actual bids received).

Developer funding (Trust 395)	\$285,000
East Linda Road & Landscape Impact Fees (Trust 192)	\$915,000
Yuba Community College District	\$300,000

**MEMORANDUM OF AGREEMENT BETWEEN COUNTY OF YUBA
AND YUBA COMMUNITY COLLEGE DISTRICT
FOR THE GOLDFIELDS PARKWAY PROJECT**

This Agreement is made and entered into this ____ day of _____, 2016 (hereinafter called “the Effective Date”), by and between the County of Yuba (hereinafter called “the County”), and the Yuba Community College District (hereinafter called “College”).

RECITALS

Whereas, this Agreement pertains to construction of Goldfields Parkway between its current terminus and N. Beale Road, and associated drainage improvements (hereinafter called “the Project”); and

Whereas, the County intends to design, and contract for construction of the Project in accordance with all State contracting and prevailing wage requirements; and

Whereas, a portion of the Project consists of “Drainage Improvements” on College property that will provide benefit to both parties and it is in both parties interest and will provide cost savings to both parties to construct said drainage improvements as part of the Project; said drainage improvements are more particularly described in Exhibit A; and

Whereas, County has offered to loan up to \$300,000 to College at the terms outlined in this MOA because of the benefit said drainage improvements will provide County;

Now, therefore, in consideration of the mutual promises hereinafter set forth, the County and College agree as follows:

TERMS AND CONDITIONS

A. County Responsibilities

1. Complete final design of the Project and the Drainage Improvements in accordance with State of California and Yuba County plans and specifications.
2. Bid, contract, and construct the Project including the Drainage Improvements in accordance with State of California and Yuba County plans and specifications, and perform all administrative tasks associated therewith.
3. Loan College up to \$300,000 for a term not to exceed 3 years per the terms of this Agreement.
4. Maintain the Project improvements that are on County property.
5. Install fences/gates as agreed upon by both parties and as shown on the plans.
6. Invoice College as necessary.

B. College Responsibilities

1. Provide access to County and its hired contractor to construct the Drainage

- Improvements, fencing, and other improvements as required for the Project.
- 2. Determine whether College intends to borrow funds from County for a term not to exceed 3 years. Process reimbursements to County and/or repayment of loan timely and in accordance with the terms of this Agreement.
- 3. Relocate animals safely and securely away from the work area.
- 4. Pay for College's share of the Drainage Improvements per the scope of work and Engineer's Estimate included in Exhibit A (Note, actual prices may vary based bid prices received). College shall: i) process reimbursement to County at end of construction for the full amount of College's share if College chooses not to borrow from County; or ii) make annual payments, at a minimum, to reimburse County for loan pursuant to the terms of this Agreement, if College chooses to utilize a loan from the County.
- 5. Provide new concrete pads or other acceptable locations to accommodate any College facilities that will be relocated by County's contractor (i.e. cattle scale).
- 6. Perform ongoing maintenance of the Drainage Improvements that are located on College property, as well as fences/gates installed as part of the Project.

C. Insurance

- 1. County will require insurance from its hired contractor consisting of the minimum requirements stipulated in Exhibit B. Contractor shall name College and its officers, agents, employees, and volunteers as additional insured.

D. Loan Terms

- 1. County agrees to loan College up to \$300,000 for College's share of the Drainage Improvements for a term up to 3 years. Loan will come from Trust 188, Countywide Traffic Impact Fees, with interest at the County's Pooled rate. College shall make, at a minimum, a principal payment annually in the amount of \$100,000 plus current accrued interest. College agrees to repay full interest and principal within the 3 years.

E. Payment

- 1. If College opts to pay for its share of Drainage Improvements without the loan from County, then County shall invoice College upon completion of the Drainage Improvements. College shall pay County within 30 days of receipt of invoice.

F. General Provisions

- 1. This Agreement may only be amended by mutual written consent of the parties hereto.
- 2. The term of this agreement is from the Effective Date for a period of 3 years or until the loan has been fully repaid.
- 3. The County or College shall have the authority to terminate this agreement with ninety (90) days written notification.
- 4. Should this agreement be terminated, College agrees to reimburse County for reasonable costs incurred and associated with the Drainage Improvements defined in this agreement.

G. Indemnity

- 1. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and

witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party.

G. Coordinators of this Agreement are shown below:

1. County: Michael Lee, Public Works Director
2. College: David Willis, Director of Facilities Planning, Maintenance, and Operations

H. Expenditure of Public Funds

1. County agrees to comply with Government Code Section 8546.7, which provides that the contracting parties for any contract involving the expenditure of public funds in excess of \$10,000 shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment under the contract.

I. Compliance with the Law

1. County agrees to perform the services contemplated by this Agreement in compliance with all Federal and State laws or regulations governing the services to be rendered pursuant to this Agreement.

J. Entire Agreement & Merger Clause

1. This Agreement, including Exhibits A and B attached hereto and incorporated herein by reference, constitutes the sole agreement of parties hereto and correctly states the rights, duties, and obligations of each party as of the Effective Date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in the Agreement are not binding. All subsequent modifications shall be in writing and signed by the each parties authorized signatory. In the event that any term, condition, provision, requirement, or specification set forth herein conflicts with or is inconsistent with any term, condition, requirement, or specification in any schedule, exhibit, and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail.

K. Disputes/Governing Law

1. In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves.
2. In the unlikely event that the parties cannot mutually resolve any dispute, this Agreement, including all of its terms and provisions, shall be governed by and construed in accordance with the laws of the State of California. Any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement shall be brought in the Yuba County Superior Court.

L. Severability

1. If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF YUBA

YUBA COMMUNITY
COLLEGE DISTRICT

Roger Abe
Chairman, Board of Supervisors

Kuldeep Kaur
Chief Business Officer

YUBA COUNTY COUNSEL
APPROVED AS TO FORM:

YUBA COMMUNITY
COLLEGE DISTRICT
APPROVED AS TO FORM:



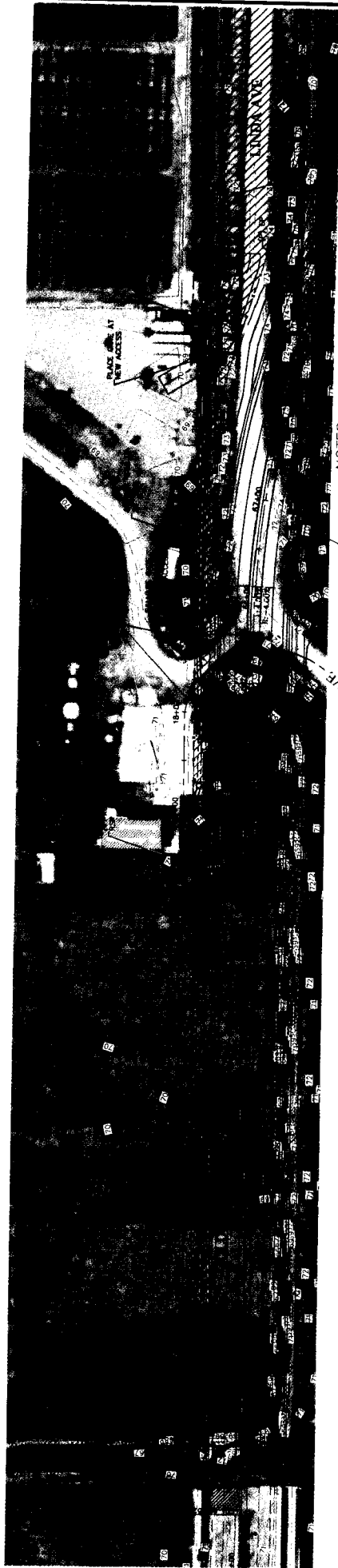
ANGIL P. MORRIS-JONES

By: _____

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

Construct drainage improvements as shown on the attached plan sheet. The drainage improvements consist of a new ditch and culvert piping to facilitate the gravity draining of the College's temporary detention basin at the Northeast corner of the College property. The new ditch/culvert will extend from the existing ditch near the donkey pen to the ditch along the south boundary of the College property. The new ditch/culvert will be located on the eastern edge of the College property. The existing ditch north of the donkey pen will be deepened and re-graded as needed to accommodate draining the detention basin via gravity. The dirt removed from the existing ditch as well as that from excavating the new ditch will be relocated to fill in parts of the temporary detention basin to facilitate its gravity draining. The engineer's estimate of cost for this portion of the Project that benefits the College is \$295,000 as shown on the attached table. This cost will go up or down some based on the actual construction bids received by the County.



- NOTES:
1. SALVAGE EXISTING GATE AT CURRENT ACCESS AND RELOCATE TO NEW ACCESS
 2. OUTER FENCE SHALL BE 6' TALL CHAIN LINK; INNER FENCE SHALL BE FIELD FENCE.

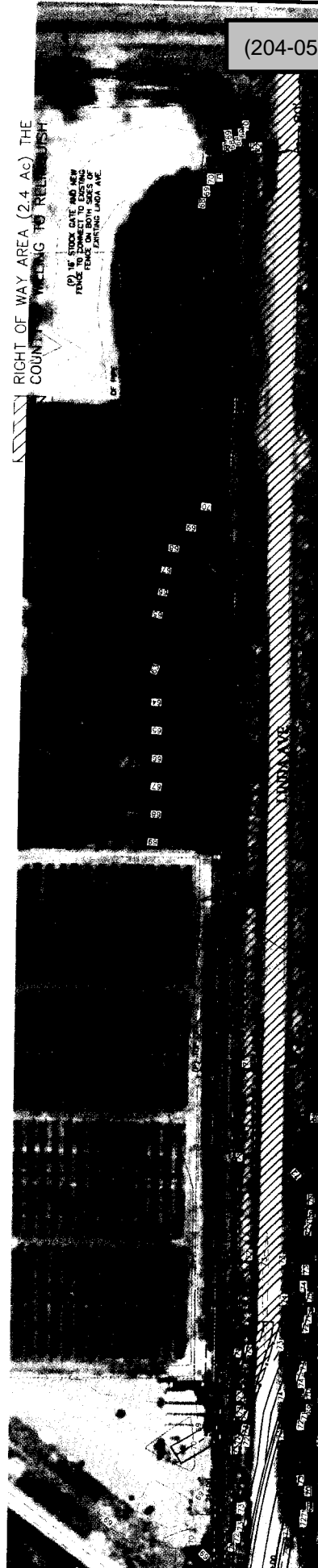
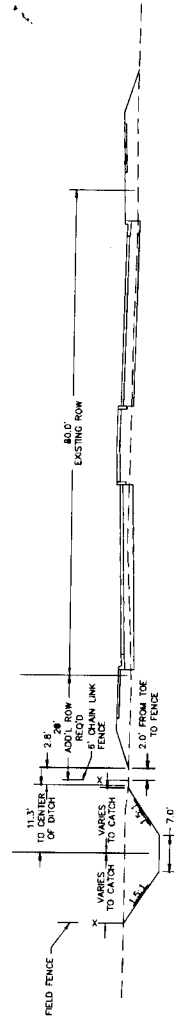
LEGEND



EASEMENT AREA (0.48 AC) THE COUNTY WISHES TO ACQUIRE

RIGHT OF WAY AREA (2.4 AC) THE COUNTY WISHES TO RELOCATE

10' STOCK GATE AND NEW FENCE TO BE LOCATED ON BOTH SIDES OF EXISTING ROAD



COUNTY OF YUBA
DEPARTMENT OF PUBLIC WORKS
 915 4th ST. SUITE 125 MARKSVILLE, CA 95901
 (916) 748-5424 FAX

BENCHMARK ELEVATION: SEE SHEET T-2

NUMBER	DATE	DESCRIPTION	BY

DRAWN BY: GAC
 DESIGNED BY: TADP
 CHECKED BY: TADP
 SUBMITTED BY: TADP
 PCE NO. 61757

GOLDFIELDS PARKWAY EXTENSION PROJECT
 GOLDFIELDS PKWY COLLEGE DITCH EXHIBIT
 OPTION 1

Revised: 5/5/2016

By: SMC

COUNTY OF YUBA

DEPARTMENT OF PUBLIC WORKS

**ENGINEER'S PRELIMINARY ESTIMATE OF PROBABLE COST
TO CONSTRUCT**

Contract No.: 2016-8084

Federal No.: Local Funded

Description:

Goldfields Pkwy Extension Project
Cost for College Ditch - Option 1

Item Number	Item Description	Unit	Quantity	Unit Price	Amount
1	Clearing & Grubbing	LS	1	5,000.00	5,000.00
2	Construction Staking	LS	1	3,000.00	3,000.00
3 (F)	Ditch Excavation	CY	6,100	30.00	183,000.00
4	15" SD - HDPE	LF	240	60.00	14,400.00
5	24" SD - HDPE	LF	473	200.00	94,600.00
6	RSP per County Dtl 409	CY	20.0	600.00	12,000.00
7	60" SDMH (Cnty Dtl 403)	EA	1	3,000.00	3,000.00
8	Aggregate Base, CL 2, 3/4"	Ton	150	25.00	3,750.00
9	6' Chain Link Fence	LF	2,277	25.00	56,925.00
10	Field Fence	LF	726	15.00	10,890.00
11	16' Stock Gate	EA	1	1,500.00	1,500.00
				SUBTOTAL	\$388,065.00
				Contingencies 10.00%	38,806.50
				Construction TOTAL	\$426,871.50
College Share of Cost (Incl. 15" SD, additional length of 24" SD, manhole, and excavate new ditch w/ 4:1 slope on west side of ditch)					\$295,000.00

EXHIBIT B
INSURANCE REQUIREMENTS

INSURANCE

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

The Contractor shall procure and maintain for the duration of the contract, *and for five (5) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM SCOPE OF INSURANCE -- Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) or Insurance Services Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form-Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Surety bonds as described below.

B. MINIMUM LIMITS OF INSURANCE -- Contractor shall maintain limits no less than:

1. General Liability (including operations, products & completed operations)	\$2,000,000	Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be at least \$2,000,000 or higher.
2. Automobile Liability:	\$1,000,000	Per accident for bodily injury and property damage.
3. Worker's Compensation:	As required by the State of California	
4. Employer's Liability:	\$1,000,000	Each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS -- 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 officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS -- The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees and volunteers are to be covered by insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any insurance policy required by this clause shall not be canceled by Contractor, except after thirty (30) day's prior written notice has been provided by the Contractor to the County.

E. 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 by the County. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

F. VERIFICATION OF COVERAGE -- Contractor shall furnish the County with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the County or on other than the County's form, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. SUBCONTRACTORS -- Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

H. WAIVER OF SUBROGATION -- Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the contractor, its employees, agents and subcontractors.

I. SURETY BONDS -- Contractor shall provide the following Surety Bonds:

1. A performance bond.
2. A payment bond.

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

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The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

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



(205-0516) Adopt... - 1 of 26

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

TO: Board of Supervisors
Yuba County

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

DATE: May 17, 2016

SUBJECT: Board of Supervisors Authorization to Solicit Applications for Multipurpose Senior Services Program (MSSP)

RECOMMENDATION: It is recommended that the Board of Supervisors authorize the Health and Human Services Department (HHSD) to solicit applications from local vendors for the purchase of needed supplies and services under the Multipurpose Senior Services Program (MSSP) for the Adult Services Division and further authorize the Director of HHSD to enter into and execute, on behalf of the County of Yuba and upon review of the county counsel, the resultant MSSP service agreements and to amend such agreements as necessary.

BACKGROUND: Since July 2001, Yuba County has entered into agreement with the California Department of Aging for the MSSP grant. The objective of MSSP is to arrange for and monitor the use of community services to prevent or delay premature institutional placement of frail and elderly clients. The services must be provided at a cost lower than that for nursing facility care. The county has been contracting with approximately five (5) vendors to provide these needed services. Those contracts are due to expire on June 30, 2016.

DISCUSSION: Pursuant to Section 2.0(b) of the County Purchasing and Contract Policy Manual, the county is required to solicit competitive proposals for contracts in the amount of \$15,000.00 or more. To meet the contracting requirements, HHSD will solicit proposals from interested and qualified vendors to provide the needed services and products to prevent or delay premature institutional placement of frail and elderly clients.

COMMITTEE: The Human Services Committee recommended approval on May 10, 2016.

FISCAL IMPACT: Approval of this authorization will not impact County General Funds. The cost of the services provided under the MSSP Grant are reimbursed by Federal and State funds.

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

RESOLUTION AUTHORIZING THE HEALTH AND HUMAN SERVICES DEPARTMENT (HHSD) TO SOLICIT APPLICATIONS FOR VENDORS UNDER THE MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) AND AUTHORIZING THE HHSD DIRECTOR TO ENTER INTO AND EXECUTEE AGREEMENT(S) WITH SELECTED VENDORS))))))))))	RESOLUTION NO. _____
---	--	-----------------------------

WHEREAS, the Health and Human Services Department (HHSD), Adult Services Division, has been contracting with local vendors for several years for the purchase of needed supplies and services under the Multipurpose Senior Services Program (MSSP), said contracts are due to expire June 30, 2016; and

WHEREAS, pursuant to Section 2.0(b) of the County Purchasing and Contract Policy Manual, the county is required to solicit competitive proposals for contracts in the amount of \$15,000 or more. To meet the contracting requirements, HHSD will solicit applications from interested and qualified vendors to secure the services of multiple vendors in an ongoing basis to provide the needed supplies and services under the MSSP; and

WHEREAS, it is in the interest of efficient and effective county government to have a Resolution of the Board of Supervisors authorizing the Director of the HHSD to execute, on behalf of the County of Yuba, Agreements, Contracts, and/or Memorandums of Understanding for the MSSP in an amount less than fifty thousand dollars (\$50,000).

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors hereby authorizes the HHSD to solicit applications for MSSP vendors and further authorizes the Director of the HHSD to enter into and execute on behalf of the County of Yuba and upon review of the County Counsel, new Agreements, Contracts, and/or Memorandums of Understanding with MSSP vendors in an amount less than fifty thousand dollars (\$50,000), for Fiscal Year 2016-2019 and further, the Director is granted permission to amend the contracts and execute such amendments or documents as required for the stated period; and

A copy of each executed MSSP Contract, Agreement, and/or Memorandum of Understanding shall be filed with the Clerk of the Board of Supervisors of the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2016 by the following vote:

AYES:

NOES:

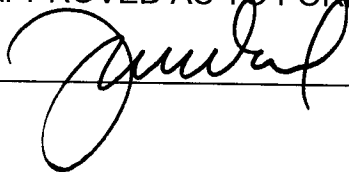
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



**COUNTY OF YUBA
HEALTH AND HUMAN SERVICES DEPARTMENT**

**Request for Applications for Vendors to Support
Multipurpose Senior Services Program (MSSP)**



Issue Date: May 18, 2016

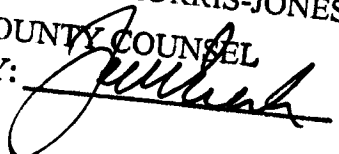
APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY: 

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INTRODUCTION

Yuba County, through its Health and Human Services Department (County), is soliciting applications to secure the services of multiple vendors in an ongoing process to provide needed services to the Multipurpose Senior Services Program (MSSP).

This Request for Applications (RFA) outlines the scope of services, information necessary to understand the competitive selection process and the required documentation necessary for the submission of applications. Please review the document carefully to ensure you are familiar with the County's requirements.

I. BACKGROUND INFORMATION

The MSSP Program currently has approximately five (5) vendors providing services to the seniors in Yuba County. Services include, but are not limited to:

1. Adult Day Care and Support
2. Minor Home Repairs
3. Non-Medical Home Equipment
4. Chore – Personal Care – Respite In and Out of the Home
5. Personal Care
6. Professional Care Assistance
7. Health Care
8. In-Home Respite
9. Out of Home Respite
10. Regular Transportation
11. Medical Transportation
12. Escort Transportation
13. Communication/Translation
14. Communication Devices (Emergency)

II. PROGRAM OVERVIEW

The Yuba County Health and Human Services Department, MSSP staff will first use the informal (family, friends, neighbors, church) support system to arrange for required services of MSSP clients. Then, the existing formal support systems will be tasked to provide identified services. If identified needs cannot be met by these existing systems, then necessary services will be purchased from vendors with which MSSP has formal contractual agreements.

A. Contract Term

The contract term shall be determined at time of contract negotiation. The start date will commence on date of approval from the Board of Supervisors, Administrative Services-Purchasing Agent, or Health and Human Services

Department Director. This ongoing effort will allow vendor service agreements to be added to the list of qualified vendors' dependent upon individual service type needs and contingent on appropriate and sufficient funding.

B. Criteria

Several contracts may be written with various agencies or businesses for a particular service. County staff will arrange for service by a provider according to the following criteria. All criteria will be an evaluating factor when selecting a contracted provider:

1. Quality of the services provided by the vendor to previous MSSP clients.
2. Vendor services available in the city where client resides.
3. Ability of vendor to perform the service at the time and for the duration requested by MSSP staff.
4. Lowest, reasonable unit rate for the specific services needed.
5. Continuation of services to the same client by the same vendor, if the quality of care is satisfactory.

C. Rate

MSSP must serve as a cost-effective alternative to long-term nursing home placement. Therefore, the contracts for the fiscal year will be awarded with particular attention to unit cost per service. The provider offering lowest, reasonable cost per unit and meets all requirements will be utilized first. Rates stated in contract must be firm for the contract period. Negotiation will take place when a vendor is above the average rate of the group.

D. Service Area

MSSP serves clients who reside in Yuba County. If your program does not service the entire county, please indicate in the application which area(s) you do not service.

E. Submittal Documents

Vendor shall submit completed MSSP Service Vendor Application (Attachment 1) for each applicable MSSP unit type as identified in the MSSP Unit Types (Exhibit A to Attachment 1), including all required insurance and licensing documentation.

F. Confidentiality of Vendor Application

The contents of all applications, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a vendor's application shall be held in the strictest confidence until the contract is awarded and approved by the county Board of Supervisors or Administrative Services Purchasing Agent and signed by both parties. The county cannot and does not give any assurances or guarantees that such information could not be ordered released under the California Public Records Act by a court of law, or be otherwise releasable, if requested by any third party.

III. INSTRUCTIONS FOR SUBMITTING APPLICATION

A. General Information

This section describes the required application format and content. The application should contain the requested information organized by the prescribed section and subsection numbers and titles as identified in Attachment 1 - MSSP Service Vendor Application. Any information provided beyond that required in the application should be contained in a section entitled "Optional Exhibits and Attachments."

Each vendor shall submit a complete application, along with requested copies, providing all information requested. Failure to follow the prescribed format may result in rejection of your application.

Applications must be complete in all aspects. An application may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. An application may be rejected if any such defect or irregularity constitutes a material deviation from the application requirements.

It is the sole responsibility of the submitting vendor to ensure that its application is received.

B. Application Format

The application must be developed on the form provided in this package, or must follow the application content requirements in the order in which they appear in the application. Applications must be signed in ink by the officer or officers legally authorized to bind the company, partnership or corporation.

C. Application Requirements

The application submitted by the vendor shall specifically address all the items identified on Attachment 1- MSSP Service Vendor Application. Every part of the application must be legible and of sufficient print clarity to allow copying of the document. Mistakes/errors may be crossed out and corrections typed or printed adjacent to the mistake/error and initialed in ink by the person signing the application. The application should be clear, complete and consistent with the application content requirements.

D. Narrative Description of the Vendor Services

Your application should provide a clear and concise description of the services or products to be provided by your company in response to the county's requested "Application." Describe your overall philosophy and goals in functional and operating terms – stated as what you will do, not what might be done in carrying out the county's requested objectives. Address each of the activities to be undertaken as a means of reaching the county's objective under the application.

E. Exceptions

This portion of the application will note any exceptions to the requirements and conditions taken by the vendor. Exceptions should clearly explain why the vendor is taking exception to the requirements. If not noted, the county will assume that the vendor's application meets those requirements as specified herein.

F. Cost Submittal Format

It is essential that all responding vendors include and clearly detail all costs, payment schedules, categorization of line items, and/or other related costs associated with your application. All submittals must have a narrative providing a thorough and clear explanation of your costs. Costs are to be based on known rates, values, and any other expenses, if any as stated in MSSP/Service Vendor Applications (Attachment 1).

G. Submission of Application

Applications can be received at any time and must bear original signatures. All submissions shall be marked on the outside identifying the submission as "MSSP Application" and mailed or delivered to:

Yuba County Health and Human Services
Attn: MSSP Program Specialist
P.O. Box 2320
5730 Packard Avenue
Marysville, CA 95901

IV. SELECTION PROCESS**A. Notice of Intent to Award**

Upon receipt of completed application, if all the requirements have been met, a contract will be negotiated with the vendor. The county reserves the right to reject any or all applications. The County will notify all Applicants whether or not they are selected for the subject services.

B. Multiple Contracts Awarded

Several contracts may be written with various agencies or business for a particular service. The County reserves the right to award a contract to the applicant(s) that presents the best qualifications and whose service best accomplishes the desired results.

C. Contractual Terms & Conditions

Qualified Applicant(s) will be selected to provide services to Yuba County clients for the term of July 1, 2016, through June 30, 2019. Applicant(s) shall agree to and sign a contract with the County; final terms of the contract will be negotiated with the selected Applicant(s) and incorporated in the contract. Prospective contractors will be required to conform to all applicable provisions

of law and regulations. Such provisions shall include, but are not limited to, all applicable federal and state laws, including the Social Security Act, the Civil Rights Act, the Fair Employment and Housing Act, applicable federal regulations, California Welfare and Institutions Code, and the California Department of Social Services Manual of Policies and Procedures. The contract will also contain provisions relating to insurance and indemnification. The proposer will agree to indemnify the County and maintain insurance with certain specified coverage limits and must name the County and its officers and employees as additional insureds on its policies. A sample contract can be viewed at:

<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitations.aspx>

It is the County's preference to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses, and consultants to the extent consistent with the law and interests of the public.

D. Extension of Contract

At the County's discretion, the contracts may be renewed for additional terms based on the availability of funding and contractor's performance. In the event the successful vendor offers to supply their service to the county for the same price as awarded from the result of this application for any succeeding period, or in the event the successful vendor is willing to negotiate any justifiable price increase at the time of the succeeding contract renewal period, and it would be economical and in the best interest of the county, and provided the services have been to the satisfaction of the county, the county reserves the right to extend any contract resulting from this application on a term-by-term basis to the successful vendor awarded the contract.

V. COUNTY NOTICES

A. County Contact

Any questions related to this RFA should be directed to the county contact person by email: HHSD_RFPquestions@co.yuba.ca.us

All communications during this process should be directed to the appropriate county contact listed above. Any applicant that makes any effort to communicate with any elected or appointed officials of Yuba County, either directly or indirectly, during this process will be EXCLUDED from consideration.

B. Conflict of Interest

Any agency or person considering doing business with Yuba County Government must disclose the agency or person's affiliation or relationship that might cause a "Conflict of Interest" with County Government entity. Any

attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the submitter's submittal.

C. General Notices

All applicants responding to this RFA should note the following:

1. Yuba County reserves the right to:
 - Reject any or all applications
 - Request clarification of any submitted information
 - Waive any informalities or irregularities in any qualification statement
 - Not enter into any agreement
 - Not to select any applicant
 - Cancel this process at any time
 - Amend this process at any time
 - Interview applicants prior to award and request additional information
 - Enter into negotiations with one or more applicants
 - Award more than one agreement if it is in the best interest of the county
 - Issue similar RFA in the future
2. All addenda information can be found at:
<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitaions.aspx>
3. Any and all costs arising from this RFA process incurred by any applicant shall be borne by the applicant without reimbursement by Yuba County.
4. Acceptance by Yuba County of any Application submitted pursuant to this RFA shall not be deemed to constitute intent, implied or otherwise, to enter into an Agreement for Services.
5. County will verify applicant, its principal and any named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.sam.gov

VI. PROTESTS AND/OR APPEALS

Protests or Appeals with respect to the solicitation or award of the RFA will be required to follow current requirements of the California Department of Social Services Management and Office Procedures (Chapter 23-600) regarding purchase of service as well as the Yuba County Purchasing and Contract Policy Manual which states in part:

9.0 Protest and Appeals

Any actual or prospective bidder, offer or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services. The protest shall be submitted in writing within five (5) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

9.1 Response to Protests and Appeals

The Director of Administrative Services shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

(a) State the reason for the action taken;

(b) Inform the protestants' that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after mailing of the decision by the Director of Administrative Services.

The written protest must be delivered to:

Doug McCoy, Director
Administrative Services
915 8th St. Suite 119
Marysville, California 95901

Attachment 1 – MSSP Service Vendor Application

MSSP Service Vendor Application

Please complete all requested information.

Check the box next to the type(s) of MSSP Service Type/Category to be provided:
(Refer to Exhibit A for detailed descriptions.)

MSSP UNIT TYPE AND SERVICE CATEGORY

- ☐ 1.1 Adult Day Center
- ☐ 2.2 Minor Home Repairs and Maintenance
- ☐ 2.3 Non-Medical Home Equipment
- ☐ 2.4 Emergency Move
- ☐ 3.1 Supplemental Chore
- ☐ 3.2 Supplemental Personal Care
- ☐ 3.3 Supplemental Health Care
- ☐ 3.7 Supplemental Protective Supervision
- ☐ 5.1 Respite: In-Home
- ☐ 5.2 Respite: Out-of-Home
- ☐ 6.3 Transportation: Hour and One-Way Trip
- ☐ 6.4 Transportation: One-Way Trip
- ☐ 7.1 Congregate Meals
- ☐ 7.2 Home Delivered Meals
- ☐ 8.3 Social Support
- ☐ 8.4 Therapeutic Counseling
- ☐ 8.5 Money Management
- ☐ 9.1 Communication: Translation / Interpretation
- ☐ 9.2 Communication: Devices

MSSP VENDOR APPLICATION

(Definition of service to be provided, including approved MSSP unit types)

(Additional Specifications)

1. **Vendor Name:**

Address:

Telephone:

Fax:

2. **Vendor SSN # or
FID#:**3. **Authorized
Signature:**

Name/Title

Telephone:

4. **Vendor Contact
Person:**

Title:

Telephone:

5. **Type of Provider (check one):**☐ Incorporated, non-profit, tax-exempt☐ Government Agency☐ Unincorporated Group☐ Individual☐ Profit Agency☐ Other:

6. List the rate(s) per unit at which your organization offers to provide services to MSSP clients. For each rate, provide a breakdown of the cost factors that comprise that rate. Also, if the proposed rate is higher than that charged to other agencies please provide a thorough explanation of the reason(s) for the difference.

7. List the days and hours of your organization's service availability.

☐ Sunday Hours:

☐ Monday Hours:

☐ Tuesday Hours:

☐ Wednesday
Hours:

☐ Thursday Hours:

☐ Friday Hours:

☐ Saturday Hours:

8. Are there any restrictions or limitations on the availability of your services such as eligibility criteria, service area, minimum number of units or maximum number of units?

☐ No ☐ Yes, please explain below.

9. If applicable, what type of business or professional licenses are held by your organization?

Type	License Number

10. List the number and position titles of all staff (paid and volunteer) to be involved in providing services to MSSP clients. List professional certificates, licenses, degrees, etc., where appropriate (i.e., R.N., Nurse Practitioner, Medical Doctor, MSW, etc.).

Position Title	# of Staff	Paid/ Volunteer	Professional Certificates, licenses, degrees, etc. (if applicable)

11. List the number and position titles of all staff (paid and volunteer) to be involved in the administrative and fiscal tasks related to the provision of services to MSSP clients. List professional degrees and certificates, etc., where appropriate (i.e., MBA, CPA, MPH).

Position Title	# of Staff	Paid/ Volunteer	Professional Certificates, licenses, degrees, etc. (if applicable)

12. Describe the organization's general fiscal methods and procedures, (i.e., "double entry bookkeeping by CPA two hours per day" or "computerized accounting system with four full-time fiscal staff," etc.).

13. List the carrier name, carrier number, policy number and coverage limits for each type of insurance your organization maintains.

Type	Carrier Name	Carrier Number	Policy Number	Coverage
Comprehensive/ General Liability				
Professional Liability/ Malpractice				
Performance				
Auto				
General Fidelity Bond				
Workers' Compensation				
Products Liability				
Other				

14. Summarize your organizations experience in the provision of services to our client population.

15. List two or more organizations/individuals, which have used your service and can comment on your organization's experience and quality of service provision.

Name of Individual/Organization	Address	Phone Number

16. I certify that the above is true to the best of my knowledge.

Signature:

(Signature of Authorized person who can legally bind vendor into a contract)

Print Name:

Title:

Date:

Exhibit A to Attachment 1**MSSP UNIT TYPE DEFINITIONS AND LICENSE REQUIREMENTS****1.1 ADULT DAY CARE**

Adult day care centers are community based programs that provide non-medical care to persons eighteen (18) years of age or older in need of personal care services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a twenty-four (24) hour basis.

Provider Type	License Requirements	Certification
Community Care Facility	California Code of Regulations (CCR) Title 22, Division 6, Chapter 3.	NA

Other Standard: NA

The following services (2.2, 2.3 and 2.4) are necessary to ensure the health, welfare and safety of the client in their physical residence or home setting. Services may include physical adaptations and assistive devices, and emergency assistance in situations which demand relocation and assistance to obtain or restore utility service.

2.2 MINOR HOME REPAIRS AND MAINTENANCE

Minor home repairs do not involve major structural changes or repairs to the dwelling. Adaptive equipment is defined as those services necessary for access (e.g., ramps, grab bars, handrails), safety (e.g., electrical wiring, plumbing repair), or security (locks).

Provider Type	License Requirements	Certification
Building Contractor	State of California	See Other Standard
Handyman	Local Business License	See Other Standard

Other Standard: Sites must assure that the vendor for repair jobs which cost more than \$1000 (total for materials and labor) is a licensed contractor. The need for building inspection is governed by local ordinance. If an inspection is required, a copy of the inspection clearance shall be attached to the invoice for services.

2.3 NON-MEDICAL HOME EQUIPMENT

Includes those assistive devices, appliances and supplies which are necessary, to assure the client's health, safety and independence. This service includes the purchase or repair of non-medical home equipment and appliances such as refrigerators, stoves, washing machines, furniture, mattresses and bedding.

Provider Type	License Requirements	Certification
Private Nonprofit or	Local Business License	NA

Proprietary Agency		
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Other Standard: NA

2.4 EMERGENCY MOVE

This service includes facilitating a smooth transition from one living situation to another for clients, who require assistance with relocation due to the loss of residence or the need for a change in residence. Costs may include materials and labor but may *not* include rent or deposits on housing or storage units.

Provider Type	License Requirements	Certification
Private Nonprofit or Proprietary Agency	Local Business License	NA

Other Standard: NA

3.1 SUPPLEMENTAL CHORE (Services can supplement but not supplant In-Home Supportive Services)

Is for purposes of household support, above and beyond those available through the In-Home Supportive Services (IHSS) Program or to clients that are not eligible for IHSS, and applies to the performance of household tasks rather than to the care of the client. Chore activities are limited to household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance.

Provider Type	License Requirements	Certification
Home Health Agency	State of California	Medicare
Private Nonprofit or Proprietary Agency	Local Business License	NA

Other Standard: Authorized tasks are specified in the California Department of Social Services (DSS) Manual, Division 30, Chapter 30-757. All individuals performing the services must:

- a. Be a U.S. citizen or legal alien;
- b. Be at least 18 years of age;
- c. Have a Social Security card;
- d. Be able to read, write, carry out directions, and maintain simple records;
- e. Have transportation available;
- f. Be able to communicate changes in the client's status and/or family; and
- g. Be physically capable of performing the work required.

3.2 SUPPLEMENTAL PERSONAL CARE (Services can supplement but not supplant In-Home Supportive Services)

Is provided to those clients whose needs exceed the maximum amount available under

IHSS or who are in circumstances where the individual lacks a provider. Services under this category provide assistance to the client to maintain bodily hygiene, personal safety, and activities of daily living which are essential to the health and welfare of the individual. These tasks are limited to non-medical personal care services such as feeding, bathing, dressing, care of and assistance with prosthetic devices and rubbing skin to promote circulation. Any household chores which are performed by the personal care worker and are ancillary to the provision of the client's care may be included in this category but should not be the central activity. Therefore when bed linen is soiled, it may be changed, washed and put away.

When a personal care service is to be performed by a caregiver, the duties will be limited to those allowed by the worker's employer, or permissible according to the Board of Registered Nursing policy on unlicensed assistive personnel, and as permitted by the worker's certification (if applicable).

Provider Type	License Requirements	Certification
Home Health Agency	State of California	Medicare
Private Nonprofit or Proprietary Agency	Local Business License	NA

Other Standard: Authorized tasks are specified in the California DSS Manual, Division 30, Chapter 30-757. All individuals performing the services must:

- a. Be a U.S. citizen or legal alien;
- b. Be at least 18 years of age;
- c. Have a Social Security card;
- d. Be able to read, write, carry out directions, and maintain simple records;
- e. Have transportation available;
- f. Be able to communicate changes in the client's status and/or family; and
- g. Be physically capable of performing the work required.

3.3 SUPPLEMENTAL HEALTH CARE

Health care addresses the care of health problems by appropriately licensed or certified persons when such care is not otherwise available. These services will be provided based on the following criteria:

1. The assessment identifies need for this support and the care plan reflects the required service(s).
2. MSSP must utilize all of the health care services available under Medicare, Medi-Cal/Health Plan, and other health coverage prior to purchasing these services using Waiver funds.
3. This service supplements benefits provided by the existing Medicare and Medi-Cal programs including managed care, using providers who meet standards under Provider Qualifications: Licensure and Certification, Appendix 26.
4. The service is provided by authorized individuals when such care is prescribed or approved by a physician.

Provider Type	License Requirements	Certification
Home Health Agency	State of California	Medicare
Specified Health Professionals	See Other Standard	See Other Standard

Other Standard: Registered nurses, occupational, physical and speech therapists must be employed by an agency licensed/certified by Department of Health Services (DHS) as Medicare Home Health Agency (HHA) providers or licensed by DHS as a HHA unless any one of the following conditions apply:

1. No licensed or certified HHA exists within the site's local catchment area; or
2. The licensed or certified HHA cannot meet the need of the MSSP client; or
3. The client is not satisfied with the service provider from the licensed/certified HHA.

Licensure standards for independent contractors are the same as those for professionals working for HHAs. These standards are contained in CCR Title 22, Division 5, Chapter 6, Article 1.

Nutritionists and Registered Dieticians (RD) must have completed a Bachelor's degree in food/nutrition; RDs must have passed the examination offered by the Commission on Dietetic Registration.

Pharmacists must be licensed by the California Department of Consumer Affairs, Board of Pharmacy, as a licensed pharmacist, pharmacy intern, technician or certified exemptee.

Art therapists are designated either registered or certified by the Art Therapy Credentials Board.

Dance therapists are registered by the American Dance Therapy Association.

Exercise/physical fitness trainers have certification from either the Aerobics and Fitness Association of America, or the American Council of Exercise.

Music therapists have obtained one of the following from the Certification Board for Music Therapists: Music Therapist–Board Certified, Certified Music Therapist, or Registered Music Therapist.

Recreation therapists have certification from the American Therapeutic Recreation Association.

Massage therapists are regulated by local cities through the business license/permit process. They should have a diploma or certificate from a State-approved school.

3.7 SUPPLEMENTAL PROTECTIVE SUPERVISION

Ensures supervision in the absence of the usual care provider to persons in their own homes who are very frail or may suffer a medical emergency, to prevent immediate

placement in an acute care hospital, nursing facility, or other twenty-four (24) hour Residential Care Facility for the Elderly (RCFE). Such supervision does not require medical skills and can be performed by an individual trained to summon aid in the event of an emergency. This service may also include checking on a participant through a visit to the participant's home to assess the situation during an emergency.

Provider Type	License Requirements	Certification
Home Health Agency or Private Nonprofit or Proprietary Agency	State of California	NA

Other Standard: Tasks authorized under Supplemental Protective Supervision services are specified in the California DSS Manual, Division 30, Chapter 30-757. All individuals performing the services must:

- a. Be a U.S. citizen or legal alien;
- b. Be at least 18 years of age;
- c. Have a Social Security card;
- d. Be able to read, write, carry out directions, and maintain simple records;
- e. Have transportation available;
- f. Be able to communicate changes in the client's status and/or family; and
- g. Be physically capable of performing the work required.

RESPITE CARE (In-Home and Out-Of-Home)

The purpose of respite care (5.1 and 5.2) is to relieve the client's caretaker and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of a client while the family or other individuals who normally provide full-time care of a client take short-term relief or respite which allows them to continue as caretakers. Respite may also be needed in order to cover emergencies and extended absences of the caretaker.

5.1 IN-HOME

Services will be provided in the client's home. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the client's plan of care.

Provider Type	License Requirements	Certification
Home Health Agency	State of California	Medicare
Other Agency	Local Business License	NA

Other Standard: Tasks authorized under Respite, In-Home are specified in the California DSS Manual, Division 30, Chapter 30-757. All individuals performing the services must:

- a. Be a U.S. citizen or legal alien;
- b. Be at least 18 years of age;
- c. Have a Social Security card;
- d. Be able to read, write, carry out directions, and maintain simple records;
- e. Have transportation available;

- f. Be able to communicate changes in the client's status and/or family; and
- g. Be physically capable of performing the work required.

5.2 OUT-OF-HOME

Services will be provided out of the client's home through appropriate available resources such as board and care facilities, skilled nursing facilities, etc. Federal Financial Participation will not be claimed for the cost of room and board except when provided as part of respite care in a facility approved by the State that is not a private residence.

Provider Type	License Requirements	Certification
Residential Care Facilities	CCR Title 22, Division 6, Chapter 8	NA
Intermediate Care Facilities	CCR Title 22, Division 6, Chapter 4	NA
Skilled Nursing Facilities	CCR Title 22, Division 6, Chapter 3	NA
Hospitals	CCR Title 22, Division 5, Chapter 1	NA

Other Standard: NA

6.3 TRANSPORTATION (Hour) and 6.4 TRANSPORTATION (One-Way Trip)

These services provide access to the community (e.g., non-emergency medical transportation to health and social service providers and special events for clients who do not have means for transportation or whose mobility is limited, or who have functional disabilities requiring specialized vehicles and/or an escort. These services are different from the transportation service authorized by the State Medicaid Plan which is limited to medical services or clients who have documentation from their physician that they are medically unable to use public or ordinary transportation.

Provider Type	License Requirements	Certification
Private Nonprofit or Proprietary Agency	See Other Standard	NA
Ambulance or Wheelchair van/Paratransit	See Other Standard	NA
Escort: See Below	See Other Standard	NA

Other Standard: Providers of regular transportation services must be either a properly registered private nonprofit or a licensed proprietary agency. Drivers must possess a valid class II or III driver's license issued by the California State Department of Motor Vehicles. The provider must furnish documentation that adequate vehicle insurance will be in effect during the term of the service contract.

Providers of ambulance services must have a California Highway Patrol (CHP) vehicle inspection certificate; drivers must have successfully completed ambulance attendant training. The provider must furnish documentation that adequate vehicle insurance will be in effect during the term of the service contract.

Wheelchair/Paratransit providers must provide evidence of CHP inspection and driver

training. The provider must furnish documentation that adequate vehicle insurance will be in effect during the term of the service contract.

Providers of escort services must be experienced in serving the needs and conditions of the frail elderly. In communities where the needs for this service cannot be met through agency providers, individuals may be used provided they have documented on the MSSP Service Vendor Application an appropriate degree of experience and insurance, and reference checks verified by MSSP site staff confirm a history of satisfactory performance.

7.1 CONGREGATE MEALS

Meals served in congregate meal settings for clients who are able to leave their homes or require the social stimulation of a group environment in order to maintain a balanced diet.

Provider Type	License Requirements	Certification
Title III of the Older Americans Act (OAA) Nutrition Sites or Private Providers	Local Business License; and Any Others as Required by Local Government	NA

Other Standard: NA

7.2 HOME DELIVERED MEALS

Prepared meals for participants who are homebound, unable to prepare their own meals and have no caregiver at home to prepare meals for them.

Provider Type	License Requirements	Certification
Title III of the OAA Nutrition Sites or Private Providers	Local Business License; and Any Others as Required by Local Government	NA

Other Standard: NA

8.3 SOCIAL SUPPORT

This service includes periodic telephone contact, visiting or other social and reassurance services to verify that the individual is not in medical, psychological, or social crisis, or to offset isolation.

Provider Type	License Requirements	Certification
Private Nonprofit or Proprietary Agency	Local Business License	See Other Standard

Other Standard: All individuals performing the services must:

- a. Be a U.S. citizen or legal alien;
- b. Be at least 18 years of age;
- c. Have a Social Security card;
- d. Be able to read, write, carry out directions, and maintain simple records;
- e. Have transportation available;
- f. Be able to communicate changes in the client's status and/or family; and
- g. Be physically capable of performing the work required.

8.4 THERAPEUTIC COUNSELING

This service includes individual or group counseling to assist with social, psychological, or medical problems which have been identified in the assessment process and may be utilized in situations where clients may face crises, severe anxiety, emotional exhaustion, personal loss/grief, confusion, and related problems.

Provider Type	License Requirements	Certification
Licensed Professionals	Professional License/Certification and Local Business License	See Other Standard

Other Standard: Providers are professionals who are licensed or certified to practice in the State of California. The licensing authority for clinical social workers, marriage and family counselors and therapists, psychologists and psychiatrists is the Department of Consumer Affairs, Boards of Behavioral Science Examiners and Medical Quality Assurance. The certification authority for rehabilitation counselors is the Commission on Rehabilitation Counselor Certification

8.5 MONEY MANAGEMENT

This service assists the client with activities related to managing money and the effective handling of personal finances either periodic or as full-time substitute payee.

Provider Type	License Requirements	Certification
Private Nonprofit, Proprietary Agency or Individual	Local Business License	NA

Other Standard: Providers must be bonded and insured.

COMMUNICATION: TRANSLATION / INTERPRETATION and DEVICE

These services (9.1 and 9.2) are for clients with special communication problems such as vision, hearing, or speech impairments and persons with physical impairments likely to result in a medical emergency. Services shall be provided by organizations such as speech and hearing clinics, organizations serving blind individuals, hospitals, senior

citizens center, providers specializing in language translation, individual translators, telephone companies or other providers specializing in communications equipment for the disabled or at-risk person.

9.1 COMMUNICATION: TRANSLATION / INTERPRETATION

The provision of translation and interpretive services for purposes of instruction, linkage with social or medical services, and conduct of business is essential to maintaining independence and carrying out the activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL) functions.

Provider Type	License Requirements	Certification
Individual Translators/Interpreters	NA	NA

Other Standard: Providers shall have:

- a. Fluency in Both English and a language other than English; and
- b. Ability to read and write accurately in both English and a language other than English; and
- c. Ability to maintain confidentiality.

9.2 COMMUNICATION: DEVICE

The rental/purchase of mechanical/electronic devices, or installation of a telephone, to assist in communication (excluding hearing aids, eye appliances, and monthly telephone charges) for clients who are at risk of institutionalization due to physical conditions likely to result in a medical emergency.

Provider Type	License Requirements	Certification
Private Nonprofit or Proprietary Agency	Local Business License	NA

Other Standard: Any electronic communication/response device obtained for client use must be of a type already in general use; product warranties and servicing for the unit must be available. Providers must be competent to meet applicable standards of installations, repair and maintenance of these systems and devices.

Passive communication devices (e.g., identification bracelets or cards for emergency use or identification) and other devices designed for emergency assistance may also be purchased.

Commission on Aging Yuba County
Annual Report planning meeting for 2015-2016
Wednesday April 13, 2016
10:00 am - Olivehurst Senior Center

Objectives and Goals for Annual Report 2015-2016

1. Assist Seniors to acquire and maintain quality program at Olivehurst Senior Center.
2. Communicate availability and delivery of services and resources for county Seniors
3. Make recommendations to Board of Supervisors regarding:
Nutrition-Transportation-Health-Housing-Recreation needs of county seniors.

List of Topics:

Goal #1 Acquire building for permanent Senior Center:

- Review offers from County Office of Education in regards for purchase of building
- Continue to seek communitive partners to share building to create increased funding stream

Goal #2 Communicate availability and delivery of services and resources:

- | | |
|--------------------------------------|---|
| • Food/ Nutrition Ed Programs | Dine around town and monitor monthly reports from Area 4 |
| • Community Partners | FREED, Yuba Sutter Legal Center for Seniors, Yuba County Health and Human Services, Yuba Sutter Mental Health |
| • Monthly Calendar/flyer/newsletter | Encourage Seniors to submit articles |
| • Transportation vouchers | FREED |
| • Co-ordinate with Veterans programs | Become active participants –memorial For Chuck Carver |
| • Care Planning Education programs | Enhance skills and knowledge |
| • Community Education presentations | Monthly speakers about services for Seniors |

Goal #3 Make recommendations to Board of Supervisors regarding:


Nutrition-Transportation-Health-Housing-Recreation

- Filling vacancy of Dist. 1 and upcoming terms ending Dec. 2016
- Submit agendas/ minutes of monthly meetings, annual report
- Advocate for filling empty position on Area 4 boards and committees
- Advocate for Senior Center in Wheatland and possibility of start up in Brownsville
- Input on updating Commission on Aging brochure

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services 
Date: May 17, 2016
Re: Radio Tower antenna installation

Recommendation

Approve the attached resolution and authorize the Purchasing Agent to approve the Purchase Order to Sabre Industries for the installation of radio antennas and related equipment for the Sheriff Tenant Improvement Project at 720 Yuba St.

Background

A critical component of the new Sheriff facility currently under construction is the opportunity to enhance our radio coverage for the Sheriff. Your Board has already authorized the Motorola Simulcast Radio system, and that is being worked on as we speak. The remaining scope of work to be committed is to install the antennas on the tower we've already built.

Discussion

This action would award the work of installing the antennas, running the radio cabling from each antenna down the tower, across the wave guide bridge, through the wall and into the main data room. It's very specialized work to climb a 160' tower and install this equipment. The prospective awardee uses a team out of Reno that does much of the radio tower work across the Sierra region.

Last month, the County Administrator's Office presented an item that increased the appropriation for the Sheriff building project, largely to compensate for the increase in radio costs. The value for this work was included in that number.

This work is outside the contract of the General Contractor, will be managed separately, and is not affected by that relationship.

It's important to note the Yuba County Water Agency is also installing antennas and dishes on our tower but that installation will be done by their own provider.

Committee Action

Due to the routine nature, and some time sensitivity, we have brought this item directly to the Board.

Fiscal Impact

Total cost of this work is \$301,880.

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

RESOLUTION

RESOLUTION NO. _____

**APPROVE AND AUTHORIZE THE PURCHASING)
AGENT TO APPROVE THE PURCHASE ORDER)
TO SABRE INDUSTRIES FOR THE INSTALLATION)
OF RADIO ANTENNAS AND RELATED)
EQUIPMENT FOR THE SHERIFF TENANT)
IMPROVEMENT PROJECT AT 720 YUBA ST.)**

WHEREAS, a critical component of developing the new facility for the Yuba County Sheriff is the installation of a radio system for enhanced public safety coverage; and

WHEREAS, the radio tower and supporting infrastructure has already been installed as part of the tenant improvement project; and

WHEREAS, the remaining work to complete the system is the installation of antennas, microwave dishes, and cabling on the tower to achieve the enhanced coverage; and

WHEREAS, Sabre Communications installed the tower and has a division skilled in antenna placement; and

WHEREAS, the County and our Construction Manager have identified this provider is the best option for the County to complete the installation of the antennas; and

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors hereby approves and authorizes the Purchasing Agent to approve the Purchase Order to Sabre Industries for the installation of radio antennas and related equipment for the Sheriff Tenant Improvement Project at 720 Yuba St.

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PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2016 by the following vote:

AYES:

NOES:

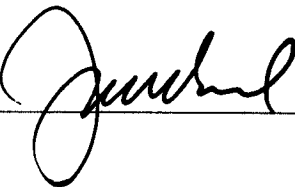
ABSENT:

ABSTAIN:

Roger Abe, Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



March 17, 2016

Yuba County
915 8th Street, Suite 119
Marysville, CA 95901

Attn: Doug McCoy
(530) 749-7880

Dear Mr. McCoy:

Per your recent request, please find following our quotation for Construction Services.

If you have any questions or require further information, please feel free to contact me at
(949) 481-4310.

Sincerely,

SABRE COMMUNICATIONS

Rolli S. Sexton

Rolli Sexton
Western Sales Manager

Enclosure: Per Above

RSS:pw

PROPOSAL

Prepared for: Yuba County
915 8th Street, Suite 119
Marysville, CA 95901
Attn: Mr. Doug McCoy

Proposal No.: 16-6295-RSS
Date: 03/17/16 Page 1 of 2
Reference: Construction Services/Marysville, CA
Freight: Not Quoted

ITEM I	SUPPLY OF REQUIRED COAX	\$131,250.00
	Provide necessary 1-5/8" coax and associated hardware to complete the install of ten (10) antennas on the YCS tower in Marysville and two (2) antennas on the Oregon Peak tower.	
ITEM II	EXTERIOR COAX INSTALLATION	\$ 62,500.00
	Labor to install "exterior" 1-5/8" coax for the (10) antennas on the YCS tower in Marysville and the Oregon Peak tower. Note - coax install at Oregon Peak will include termination of the coax immediately inside the entry panel on the existing shelter.	
ITEM III	INTERIOR COAX INSTALLATION	\$ 31,250.00
	Labor to install 1-5/8" coax in the "plenum" areas of the YCS building. Does not include supply or installation of the interior fire-rated entry panel. Does not include installation of interior R56 grounding.	
ITEM IV	ANTENNA INSTALLATION	\$ 26,920.00
	Installation of ten (10) UHF/VHF antennas on the YCS tower in Marysville and two (2) UHF/VHF antennas on the Oregon Peak tower. Antennas are to be supplied by others.	
ITEM V	GRIP STRUT AND TRAPEZE KITS INSTALLATION	\$ 29,250.00
	Install exterior grip strut and trapeze kits needed to support the feedlines from the tower to the entrance port on the outside of the building. Installation of support posts and grounding is by others. Install 200 LF total with three (3) trapeze kits per 10 LF. Does not include installation of R56 grounding.	
ITEM VI	SUPPLY OF GRIP STRUT AND TRAPEZE KITS	\$ 10,250.00
	Material to complete the installation for the grip strut and trapeze kit. Material to include grip strut, grip strut supports, trapeze kits and associated hardware. Sabre will provide the alternate materials shown in the PDF file titled "Bridge Drawing" that was provided to Yuba County on 1/29/2016. Material for 200 LF with three (3) trapeze kits per 10 LF.	
ITEM VII	MATERIALS AND LABOR	\$ 10,460.00
	Additional materials and labor to complete Oregon Peak antenna install per email sent by Bill Corey. Includes additional mount and additional coax to accommodate increased antenna heights.	
TOTAL FOR ITEMS LISTED ABOVE		\$301,880.00

PROPOSAL

Prepared for: **Yuba County**
915 8th Street, Suite 119
Marysville, CA 95901
Attn: Mr. Doug McCoy

Proposal No.: **16-6295-RSS**
Date: **03/17/16** Page **2** of **2**
Reference: **Construction Services/Marysville, CA**
Freight: **Not Quoted**

OPTION 1 ADDITIONAL MATERIALS AND LABOR.....\$23,720.00

Material and labor to install four (4) spare runs of coax in the plenum area. All lines will be terminated and tested. This is per Bill Corey's request.

NOTES: Terms will be finalized upon credit approval.

Site must be easily accessible for trucks delivering materials, cranes, drill rigs, and all other equipment required to perform the job.

This quote is based on non-union, prevailing wages, and non-winter working conditions.

All deviations, alterations, field changes, engineering changes, or architectural changes to the implied scope of work will be bill accordingly on a time a materials basis.

Any downtime or remobilization due to circumstances beyond our control will be billed accordingly.

All antennas and antenna mounting hardware are to be provided by others.

This proposal does not include any sales, use, excise, contractors or any other taxes not specifically detailed in this proposal.

Due to material price fluctuations, Sabre reserves the right to review all material pricing prior to accepting any order. Any structure order placed on hold is subject to a price review at the time of its release from hold status.

Title, ownership, risk of loss, risk of material obsolescence and risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time.

This proposal is based on the terms and conditions proposed above including the attached standard terms and conditions and is subject to our review and final acceptance of your order. No other terms are valid unless signed by an authorized officer of Sabre Communications.

Submitted By: Sabre Communications Corporation

Rolli S. Sexton
Rolli Sexton
Western Sales Manager

Acceptance of Customer:

Please enter our order for the above items
in accordance with this proposal.

Signature _____

Name (print) _____

Title _____ Date _____

Purchase Order No. _____



CONSTRUCTION CONTRACT STANDARD TERMS AND CONDITIONS

PAGE 1 OF 3

1. **ACCEPTANCE:** Proposal valid for thirty (30) days. Acceptance of order/contract by Sabre Communications subject to credit approval. All prices and clerical errors are subject to change and/or correction without notice. The work to be accomplished, as a result of this proposal is limited strictly to the work outlined in this proposal. No changes are valid unless in writing. **SUBMISSION OF A PURCHASE ORDER IN RESPONSE TO A SABRE PROPOSAL IS CONCLUSIVE ASSENT TO AND ACCEPTANCE OF THESE TERMS AND CONDITIONS UNLESS SPECIFIC TERMS ARE OBJECTED TO IN WRITING BY CUSTOMER AND ACCEPTED IN WRITING BY SABRE.**
2. **TERMS:** Net thirty (30) days from date of invoice. Invoices shall be issued, at the sole discretion of Sabre, upon substantial completion of each phase of construction. Invoices not paid within thirty (30) days of invoice date shall, as an additional remedy, accrue interest at the rate of 1 1/2% per month (or maximum legal rate, whichever is greater) from invoice due date until paid in full. No other terms shall apply unless accepted in writing by an authorized representative of Sabre. Payment to Sabre shall not be contingent upon Customer having received payment from the Owner.
3. **TAXES:** Prices do not include excise, sales, use, privilege, import/export duties or any other tax, duty or assessment which may be imposed upon Sabre. **However, all such taxes, duties or assessments are the responsibility of the Customer.**
4. **CHANGE ORDERS/CANCELLATION:** Purchase Order or contract may not be changed or cancelled without prior written approval by Sabre. Any order canceled after any work has been done by Sabre, will have a cancellation charge to be determined solely at the discretion of Sabre, for whatever work has been performed. Sabre reserves the right to change or modify any construction procedures. Any extra work required because of conditions differing from those stated in this proposal or extra work requested by Customer/Owner will be charged on a time and material basis.
5. **DELAYS:** For any construction delays due to Acts of God, fire, malicious mischief, insurrection, riot, war (declared or undeclared), explosions, epidemics, acts of Customer, its employees, agents or subcontractors, strikes, freight embargoes, unusually severe weather conditions, delivery delays by the carrier, or any other cause whatsoever beyond the control and without fault of Sabre or its subcontractors, whether similar to or dissimilar from causes herein enumerated, Sabre shall not incur any liability consequential or otherwise for such construction delays, and an extension of time within which to complete construction shall be allowed to Sabre.
6. **INDEMNIFICATION:** Customer shall protect, defend and indemnify Sabre and its officers, directors and employees for, from and against all claims, demands, expenses (including reasonable attorney fees) and causes of action of every kind and character that arise out of or are related to the work under this agreement and are caused by or arise out of Customer's negligence, willful misconduct or other acts or omissions which impose upon Customer strict liability, and that result in personal injury, death, property loss or damage. Sabre shall protect, defend and indemnify Customer and Customer's officers, directors and employees for, from and against all claims, demands, expenses (including reasonable attorney fees) and causes of action of every kind and character that arise out of or are related to the work under this agreement and are caused by or arise out of Sabre's negligence, willful misconduct or other acts or omissions which impose upon Sabre strict liability, and that result in personal injury, death, property loss or damage. If such claim, demand, expense or cause of action is caused by or arises out of the joint or concurrent negligence, willful misconduct or acts or omissions of Sabre and Customer, each party shall indemnify the other to the extent of the indemnifying party's negligence, willful misconduct or omissions.
7. **INFRINGEMENT:** In the event Sabre receives a claim that a product or any part thereof installed by Sabre infringes upon the patent, copyright or trademark rights of others, Sabre shall immediately notify Customer in writing of all such claims. Customer shall defend, at its own cost, any and all suits or proceedings, or settle such claims. In any event, Customer will indemnify and hold Sabre harmless completely and at all times for any resulting costs or damages and expenses including reasonable attorney's fees, arising from any suit, claim or demand for actual or alleged infringement. Sabre shall have no liability for any claim based upon the combination, operation or use of any product not supplied by Sabre, or based upon alteration of the product by someone other than Sabre.
8. **CONFIDENTIALITY:** Sabre and Customer agree that each will disclose to the other proprietary information regarding matters dealing with actions necessary to carry out these terms, except information that the party is precluded from disclosing under applicable law or regulation or by valid and binding agreements with third parties. The parties agree that each will keep the other's proprietary information and all related matters confidential and prevent disclosure of said information by its agents, employees or representatives.
9. **WARRANTY:** Sabre warrants that its workmanship will be of good quality and free from defects. All claims for defective work must be made in writing immediately upon discovery and, in any event, within thirty (30) days after the date of completion of the work. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER TYPE, WHETHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL SABRE BE LIABLE FOR CONSEQUENTIAL DAMAGES, NOR SHALL SABRE'S LIABILITY ON ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE PROJECT EXCEED THE CONTRACT PRICE.**

The foregoing warranty is Sabre's only obligation and the Customer/Owner's only remedy for breach of warranty or breach of Sabre's undertaking hereunder. Any action for breach of warranty must be commenced within one (1) year after the cause of action accrues. Sabre's warranty and other obligations and responsibilities hereunder shall terminate upon the Customer/Owner's modification of the work. The above warranty is the only warranty made by Sabre in connection with work performed. Any provisions in any proposals, specifications, correspondence, or other documents, or any statements made in the course of negotiating this proposal are merely descriptive and not to be construed as warranties made by Sabre.
10. **ASSIGNMENT:** Sabre reserves the right to assign, transfer, subcontract or delegate responsibilities of order/contract, in whole or in part, without prior written approval of Customer. Any such transfer does not relieve Sabre from order/contract obligation to Customer.
11. **PROPRIETARY NOTICE:** Title to all drawings, specifications, brochures, proposals, reprints, copies, copies of copies or any other data furnished to Customer remain with Sabre. Customer shall not reproduce, copy or disclose such information in whole or in part for any purpose without prior written permission from Sabre.



CONSTRUCTION CONTRACT STANDARD TERMS AND CONDITIONS

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12. **LIGHTING REQUIREMENTS:** Customer agrees to comply with the latest standards set forth by the Federal Aviation Administration, the Federal Communications Commission, and any other local, state or federal regulations or ordinances for tower erection and lighting. Customer confirms that the lighting kit ordered for installation on the tower conforms to all such standards and indemnifies Sabre for any loss or expense, including attorney fees, for noncompliance or nonconformance with such standards.
13. **SITE/JOB CONDITIONS:** Customer shall provide a level cleared site with the exact location and orientation of the tower properly marked. Site(s) shall be made readily accessible to standard transit mix trucks, semi-tractor and trailers with adequate space for material delivery, storage, assembly/erection and have adequate space for equipment operation and equipment turn around during construction. Unless otherwise stated in Sabre's proposal, the concrete installation is based on normal soil (4000 psf) as defined by E.I.A. Specification, responsibility of determining soil conditions rest with Customer. Site shall be free from overhead and underground obstructions for placement of guys, anchors and foundations. A 75 foot radius in all directions from the tower base (and a 20 foot wide strip to each anchor point, if applicable) must be cleared by Customer/Owner. Sabre's crews shall have access to the site during all daylight hours, seven (7) days per week, including holidays (if required). Antenna height and orientation must be specified by Customer/Owner.
14. **EXCLUSIONS FROM PROPOSAL PRICE:** Proposal prices do not include the following, unless specifically stated otherwise:
- Blasting, drilling, use of jack hammer, sheet piling, pumping of water or other condition requiring special material or equipment for foundation installation;
 - Hauling in backfill;
 - Site clearing of any nature;
 - Restoration of any landscaping, fencing, crops, or other improvements damaged or removed as a result of the performance of our work;
 - Permits, fees or licenses of any nature;
 - Winter installation of foundations or erection;
 - Union labor;
 - Standby time while waiting for Customer deliveries during construction or inspections after completion;
 - Engineering certifications, special insurance coverage or bonds;
 - Special erection equipment, rigging, scaffolding, netting, barricades, protective coverings or other requirements promulgated by local, state or federal requirements;
 - Path alignment;
 - Hauling of antennas, feedline and assembly at site;
 - For towers that require lighting it shall be the Customer's responsibility to provide adequate electrical supply at the base of the tower.
 - Deviations from Customer-provided information including but not limited to, soils condition reports.
- Inclusion of any of the above constitutes a change which shall be invoiced as an extra to Customer.
15. **PHOTOGRAPHS:** Sabre at all times reserves the right to take pictures of any or all of its work for advertising purposes, except those which are under classified government control.
16. **DISPUTE RESOLUTION:**
- If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to arbitration. Issues to be mediated are subject to the exceptions in subparagraph 16.(b) for arbitration. The location of the mediation shall be the location of the project. Once one party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to conclude such mediation within sixty (60) days of filing the request.
 - Any controversy or claim arising out of or relating to this Agreement or its breach not resolved by mediation, except for claims which have been waived by the making or acceptance of final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. Notwithstanding paragraph 17, this agreement to arbitrate shall be governed by the Federal Arbitration Act.
 - A written demand for arbitration shall be filed with the American Arbitration Association and the other party to this Agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding would have run.
 - The arbitration award shall be final. Judgment upon the award may be confirmed in any court having competent jurisdiction.
 - Unless otherwise agreed in writing, Sabre shall continue the work and maintain approved schedules during any arbitration proceedings. If Sabre continues to perform, Customer shall continue to make payments in accordance with the agreement. Nothing herein shall prohibit Sabre from filing a mechanics' lien against the real estate on which the work was or is being performed.
 - The parties agree that all parties necessary to resolve a claim shall be the parties to the same arbitration proceedings. Appropriate provisions shall be included in all other contracts relating to the work to provide for the consolidation of arbitrations.
 - The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by arbitration or litigation shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses incurred by the prevailing party in connection with such arbitration or litigation.



CONSTRUCTION CONTRACT STANDARD TERMS AND CONDITIONS

PAGE 3 OF 3

17. GOVERNING LAW: Contracts formed as a result of this proposal and the performance thereof shall be governed by principals of contract law under the laws of the State of Iowa. Jurisdiction to resolve any dispute arising hereunder is agreed to be in the Federal and/or State District Courts located in Woodbury County, Iowa.
18. ENTIRE AGREEMENT: These terms and conditions are solely for the benefit of Sabre Communications Corporation and Customer hereto and, in addition to the proposal attached hereto, represent the entire and integrated agreement between the parties, and, unless specifically referenced herein, supersedes all prior negotiations, representations or agreements, either written or oral.
19. WAIVER: No waiver of any provision shall be deemed or constitute a waiver of any other provision herein nor shall a waiver be construed as a continuing waiver.
20. SURVIVAL OF OBLIGATIONS: The termination of this Agreement shall not affect the obligations of either party to the other that arises under the terms and conditions of this Agreement, rights arising from this Agreement, or causes of action which have accrued prior to the date of the termination.

**SABRE COMMUNICATIONS CORPORATION
TOWERS, ACCESSORIES AND MODIFICATION MATERIALS
STANDARD TERMS AND CONDITIONS**

(207-0516) Adopt... - 11 of 14

1. **OVERVIEW:** The written offer to the customer named ("Customer") in the written proposal ("Proposal") by Sabre Communications Corporation ("Sabre") that describes the products ("Products") and/or Services ("Services") to be provided by Sabre, the prices for the same, the anticipated delivery or commencement date and such additional information as may be included in the Proposal are made subject exclusively to these standard terms and conditions ("Standard Terms and Conditions") stated herein and are valid for acceptance by Customer in writing within thirty (30) days of the date of the Proposal. All prices and clerical errors are subject to change and/or correction without notice. The Products to be furnished and/or Services to be accomplished as a result of the Proposal are limited strictly to the Products and/or Services outlined in the Proposal. **CUSTOMER'S SUBMISSION OF A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT IN RESPONSE TO THE PROPOSAL IS CONCLUSIVE ASSENT TO AND ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS UNLESS SPECIFIC TERMS ARE OBJECTED TO IN WRITING BY CUSTOMER AND ACCEPTED IN WRITING BY SABRE.** The provisions of the Proposal and these Standard Terms and Conditions shall constitute the entire contract and agreement between Customer and Sabre ("Agreement"). Acceptance of this bid through a purchase order or otherwise is limited to the terms and conditions stated herein unless both parties expressly agree otherwise in a writing signed by both parties.
2. **PAYMENT:** If Sabre extends credit to Customer, payment is due net thirty (30) days from the date of the invoice. Invoices for towers shall be issued upon the completion of fabrication regardless of whether Products have been shipped. Unless Customer shall have provided Sabre with a valid and effective tax exemption certificate or satisfactory evidence of the same, all federal, state and local taxes (other than those based upon Sabre's net income) imposed upon the Products or Services performed hereunder shall be paid by Customer. Time is of the essence with respect to payments to Sabre. Past due amounts are subject to an interest charge of the lower of one and one-half per cent (1-1/2%) per month or the highest rate permitted by law plus all reasonable fees and expenses of collection. Payment to Sabre is not contingent upon Customer having received payment from any other party.
3. **DELIVERY:** All Products are delivered F.O.B. Sabre's facility upon completion of fabrication. Title, ownership, risk of loss, risk of material obsolescence as well as risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time; provided, however, as an accommodation to the Customer, Sabre will maintain insurance coverage against the risk of loss for property damage on all material awaiting shipment.
4. **SHIPMENT:** Off-loading at point of destination not included unless specifically stated otherwise in the Proposal. Sabre will ship Products by common carrier. The carrier (through its driver) shall determine whether the site is accessible for its equipment. If the carrier determines that it is impractical to reach the site without injury/damage to the load, truck, or driver, the Customer will be responsible for finding an alternative site for unloading. No costs shall be incurred by Sabre as a result of the carrier's determination that access to the site is impractical. Customer must make careful inspection of Products when received. Customer must note on the bill of lading any claim that the shipment is not complete or that the Products are warped, bent, scraped, dented, or damaged in any other way, or not in all respects in proper condition prior to off-loading and shall make all claims pertaining to the shipment to Sabre in writing within forty-eight (48) hours of receipt of the Products or Sabre shall have no responsibility with respect to the shipment and such claims will be declined. In addition to the freight charges agreed to by the parties in the Proposal, additional freight charges may be assessed as follows: (i) Customer will have two (2) hours from the scheduled arrival time to unload the shipment, however, if the carrier is delayed more than the free time allowed, an additional rate per hour or maximum charge per day may apply; (ii) if the Customer requests the carrier to hold a delivery overnight to accommodate unloading, layover charges may be incurred in addition to any other unloading delays; (iii) if a load is diverted to a new location by the Customer, a new point-to-point rate will be established as well as additional mileage fees, if required; and/or (iv) if the Customer cancels a shipment on the same day the shipment was scheduled to leave Sabre's facility and the truck has been dispatched to load, a "truck not used" fee may be applied in addition to charges for material handling, however, if notice to cancel the shipment is given not less than one (1) business day prior to the scheduled departure date, no additional fees will apply.
5. **STORAGE:** If Customer declines to accept shipment of the Products immediately upon completion of fabrication, Sabre may agree to store the Products at its facility at Sabre's standard daily storage rate or Sabre may arrange for storage at another location at the expense of Customer.
6. **CHANGE ORDERS:** Customer shall notify Sabre in writing of any requested change(s) to an existing purchase order and Sabre will prepare and submit to Customer a change order incorporating the changes Sabre will agree to and any change in the price(s) associated with said changes (the "Change Order"). If Customer agrees in writing to the changes, Customer will sign and return the Change Order. If additional payments are due Sabre as a result of the changes, Sabre will invoice Customer for such changes.
7. **TOWER MODIFICATION PRODUCTS AND/OR SERVICES:** If the Proposal is for tower modification Products, Sabre will not participate to any extent in the physical modification of any existing communication tower structure unless specifically stated in the Proposal. Sabre's sole responsibility shall be the design, drafting, engineering and fabrication of the Products needed for modification of the existing communication tower.
8. **PRODUCT RETURNS:** Prior written authorization from Sabre is required for all returned Products which Sabre may decline in its sole discretion. Requests for return authorization must be received by Sabre within thirty (30) days of original shipment. When a Product return is authorized by Sabre, it must be received within fifteen (15) days of the date the return material authorization number ("RMA") is issued by Sabre, bear the RMA number, be shipped freight prepaid to a destination of Sabre's choice, and be in new and unused condition. All returned Products are subject to a restocking charge of 25% of the purchase price unless the Products are returned due to a defect, in which case, no restocking charge shall apply. Unsalable Products returned to Sabre will be scrapped and no credit will be given.
9. **DELAYS:** Sabre shall not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including, without limitation, lack of cooperation or assistance by Customer, labor difficulties, fire, accident, act of the public enemy, war, public disturbances, sabotage, transportation delay, shortage of raw material, energy, or machinery, or act of God, government or the judiciary or any disruption caused by a third party that materially impairs Sabre's performance hereunder.
10. **EXCLUSIVE WARRANTIES AND REMEDIES:** Sabre's exclusive limited warranty relating to the Products is that the Products will comply with the applicable Product specifications in the Proposal in all material respects and will be free of material defects in materials and workmanship when delivered. The warranty period is for one (1) year from the earlier of the date of Sabre's invoice or shipment of Products to Customer. Sabre reserves the right to change or modify the design or construction of any of its Products and to substitute material equal to or superior to that originally specified. In the event Sabre determines that the Products do not conform with this warranty, Customer's exclusive remedy shall be, at Sabre's option and expense: (i) Sabre shall correct any material defect; (ii) Sabre shall furnish a replacement Product and shall be responsible for labor costs involved in the reinstallation of such Product only if Sabre installed the Product; or (iii) Sabre shall refund the price paid to Sabre for the Product provided that Customer agrees to return the Product (freight prepaid by Sabre) within thirty (30) days of the discovery of the discrepancy during the warranty period. With respect

to Services, Sabre's exclusive limited warranty is that the Services shall be performed in a workmanlike fashion. Sabre's exclusive warranty, Customer's exclusive remedy shall be, at Sabre's option and expense: (i) Sabre shall correct such Services within thirty (30) days of the performance of the Services; or (ii) Sabre shall refund the price paid for the applicable portion of the Services. Sabre does not make any warranty as to any services, materials or goods furnished by third parties (e.g., light kits); however, Sabre will assign to Customer any rights it has against such third parties. These warranties shall be effective only if the Products are installed and maintained in accordance with Sabre's recommendations and specifications and that Customer, during the warranty period, shall regularly (not less than semi-annually) inspect and properly maintain the Products.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IT SHALL BE THE CUSTOMER'S SOLE RESPONSIBILITY TO VERIFY THAT THE PRODUCTS MEET THE SUITABILITY AND USABILITY REQUIREMENTS OF THE INTENDED APPLICATION OF CUSTOMER.

11. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL SABRE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE OR DOWNTIME, EVEN IF SABRE HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOREGOING. IN NO EVENT SHALL SABRE'S LIABILITY ON ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE PRODUCTS AND/OR SERVICES OR OTHERWISE EXCEED THE LESSER OF CUSTOMER'S DIRECT DAMAGES OR THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS AND/OR SERVICES.
12. **CUSTOMER PRODUCT SELECTION AND USE RESPONSIBILITIES:** Customer represents and warrants to Sabre that Customer possesses all necessary expertise to properly select, install and/or use the Products or that Customer has secured the services of a competent professional with respect to the foregoing and acknowledges that the Proposal is based upon the design, information and specifications provided by the Customer being complete, correct, and accurate. Customer agrees to be responsible for all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability caused by Customer's improper selection, use, installation or dealings with the Products or the failure of the design, information and specifications provided by the Customer to be complete, correct, and accurate. Customer shall specify any specific design parameters required to conform to local, state or federal requirements which may affect the price in the Proposal prior to Sabre accepting an order from Customer. Plot plans with tower orientation and antenna mounting elevations and azimuths shall be provided by Customer with the Purchase Order.
13. **INDEMNIFICATION:** To the fullest extent allowed by law, each party will indemnify, defend and hold the other party and its respective parents, subsidiaries, affiliates, directors, officers, partners, stockholders, associates, employees and agents (collectively, "**Indemnitees**") harmless from and against all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability claimed by a third party for personal injury, death or damage to tangible property (collectively, "**Liabilities**") proximately caused by the party from which indemnification is sought ("**Indemnitor**") provided the Indemnitees give the Indemnitor prompt written notice of any of the foregoing and provide full cooperation and assistance to the Indemnitor in the investigation and defense of such claim and grants the Indemnitor exclusive control of the defense and settlement thereof. No indemnification will be requested by or provided to a party whose actions are a contributing cause, in whole or in part, to the Liabilities.
14. **CONFIDENTIALITY:** The parties agree that if either party provides the other party with non-public written documentation which the disclosing party wants treated as being confidential, the disclosing party will clearly mark the documentation with a legend stating that the documentation is considered confidential by the disclosing party. The recipient will use at least the same effort to avoid disclosure of the confidential documentation as the recipient uses with respect to the recipient's confidential documentation but in no event less than due care. Notwithstanding the foregoing, the recipient shall not be required to protect or hold in confidence any information in the confidential documentation which was or is: (a) part of the public domain, (b) known to the recipient prior to the disclosure to the recipient, (c) disclosed to a third-party by the disclosing party without a written obligation of confidence; (d) rightly received by the recipient from a third party; or (e) independently developed by the recipient without access to the confidential documentation.
15. **INFRINGEMENT:** Sabre's exclusive warranty regarding infringement is that for one (1) year from the earlier of the date of Sabre's invoice or shipment of Products to Customer, the Products created by Sabre or the Services or any works created as a result of the Services solely in accordance with Sabre's plans, drawings, specifications or instructions, will not infringe any United States patent, copyright or trade secret. Sabre agrees to defend Customer against a lawsuit and pay all damages, costs and reasonable attorney's fees finally awarded against Customer resulting from any claim that any Products created by Sabre or the Services performed by Sabre or the works created as a result of the Services infringe any of the foregoing provided that Customer: (a) gives Sabre prompt written notice of any claim; (b) provides reasonable cooperation to Sabre in the investigation and defense of such claim; and (c) grants Sabre exclusive control of the defense and settlement thereof. In the event of any such infringement, Sabre shall, at its option and expense, either (i) replace or modify the Products or the works created as a result of the Services so that they become non-infringing, or (ii) accept return of the Products and refund an amount equal to Customer's depreciated value of the returned Products or works found to be infringing. Sabre shall have no liability for infringements caused in whole or in part by Customer, third parties not hired by Sabre or alterations or combinations not reviewed and approved in writing in advance by Sabre or that are not performed or provided by Sabre. The foregoing constitutes the exclusive warranty of Sabre and exclusive remedy of Customer with respect to any claim or action for infringement. Customer may fully participate in the defense and/or settlement or compromise of any claim of infringement at Customer's expense. Customer shall provide Sabre with the same warranty and defense of claims of infringement with regard to Products created by Sabre in compliance with Customer's plans, drawings, specification or instructions. Sabre does not warrant against infringement any materials or goods furnished by third parties (e.g., light kits); however, Sabre will assign to Customer any rights it has against such third parties.
16. **SABRE'S DRAWINGS & MATERIALS:** Title to all drawings, specifications, brochures, reprints, copies, copies of copies or any other data furnished to Customer are copyrighted by Sabre and title thereto shall remain with Sabre. Customer shall not reproduce, copy or disclose such information in whole or in part for any purpose without prior written permission from Sabre.
17. **LIGHTING REQUIREMENTS:** Customer agrees to comply with the latest standards set forth by the Federal Aviation Administration, the Federal Communications Commission, and any other local, state or federal regulations or ordinances for tower erection and lighting. Customer confirms that the lighting kit ordered for installation on the tower conforms to all such standards and indemnifies Sabre for any loss or expense, including attorney fees, for noncompliance or nonconformance with such standards. It shall be the Customer's responsibility to provide adequate electrical supply at the base of the tower.
18. **EXCLUSIONS FROM PROPOSAL PRICE:** Unless otherwise stated in the Proposal, the prices in the Proposal do not include antennas, transmission lines, jumpers, ground kits, hangars and hardware.

19. **PHOTOGRAPHS:** Sabre at all times reserves the right to take pictures of any or all of its Products at any time for any purpose, except those which are under classified government control.
20. **SABRE'S EMPLOYEES:** Sabre reserves the right to determine which of its employees will be assigned to a particular project, to replace or reassign such employees and/or subcontract to qualified third persons part or all of the performance of any Services requested hereunder. Customer may request the removal or reassignment of Sabre's employees on a nondiscriminatory basis at any time and Sabre will promptly provide a suitable replacement. Sabre's employees will comply with all generally applicable work and security rules of Customer.
21. **INDEPENDENT CONTRACTORS:** The parties' relationship during the term of this Agreement shall be that of independent contractors. Neither party shall have, nor shall represent that it has, any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other or in such other party's name, except as herein expressly provided. Nothing stated in this Agreement shall be construed as constituting a partnership, joint venture or as creating the relationships of employer/employee or principal/agent between the parties.
22. **NOTICES:** All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder will be deemed duly given if it is received and/or sent by facsimile, receipted delivery or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at the address set forth in the Proposal. Either party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth. Each party agrees to promptly provide written notice of any suspected breach of this Agreement, the specifics of any claim of breach or for damages and to provide the other with a reasonable opportunity to investigate and cure any curable matter. In order to bring an action against Sabre for damages, Customer must give notice to Sabre of any claim for damages within six (6) months of the date the claim arises. No claim of breach of this Agreement shall be made by Customer unless and until all uncontested amounts are paid to Sabre.
23. **WAIVER:** Any waiver of any breach of this Agreement shall not be effective unless set forth in a writing signed by an officer of the waiving party.
24. **SURVIVAL:** The termination of this Agreement shall not affect the obligations of either party to the other that arises under the terms and conditions of this Agreement, rights arising from this Agreement, or causes of action which have accrued prior to the date of the termination.
25. **DISPUTES:** The parties agree that any controversy or claim (whether such controversy or claim is based upon statute, contract, tort or otherwise) arising out of or relating to this Agreement, any performance or dealings between the parties, or any dispute arising out of the interpretation or application of this Agreement or any dealings between the parties and/or their respective directors, managers, partners, officers, employees or agents ("**Dispute**"), which the parties are not able to resolve, shall be resolved as follows:
- The parties will endeavor to settle the Dispute through mediation under the Construction Industry Mediation Rules of the American Arbitration Association ("**AAA**") before recourse to arbitration. Any action for breach of warranty must be commenced within one (1) year after the cause of action accrues. Once one party files a request for mediation with the other party and with the AAA, the parties agree to conclude the mediation within thirty (30) days of filing the request. The mediation shall be conducted in the city where the party commencing the mediation is located. The parties agree to share the fees and expenses of mediation equally.
 - Any Dispute not resolved by mediation, shall be decided by a single arbitrator pursuant to the Construction Industry Arbitration Rules of the AAA then in effect and shall be conducted in the city where the party commences the arbitration. The arbitrator will have the authority to grant injunctive relief in a form similar to that which a court of law would otherwise grant. Judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. The arbitrator will be mutually chosen from a panel of licensed attorneys familiar with the subject matter of this Agreement having at least fifteen (15) years of professional experience and will be appointed within thirty (30) days of the date the demand for arbitration was sent to the other party. Discovery will be permitted in accordance with the Federal Rules of Civil Procedure of the United States of America. If an arbitration proceeding is brought pursuant to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, costs and necessary disbursements incurred in addition to any other relief to which such party may be entitled except that, by the express agreement of the parties, the arbitrator shall not have the power to award incidental, consequential, special, indirect, punitive or exemplary damages. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to enforce award or to comply with legal or regulatory requirements. Before making any such disclosure, the party intending to make the disclosure shall give the other party written notice of such intention and shall afford the other party a reasonable opportunity to protect its interests, which such period shall not be less than twenty (20) days from the non-disclosing party's receipt of the aforementioned written notice. The parties agree that all parties necessary to resolve the claim shall be the parties to the same arbitration proceedings. Appropriate provisions shall be included in all other contracts relating to the work to provide for the consolidation of arbitrations. If Sabre continues to perform, Customer shall continue to make payments in accordance with this Agreement. Nothing herein shall prohibit Sabre from filing a mechanics lien against the real estate or the real estate interest on which any Services are performed. This agreement to arbitrate shall be governed by the Federal Arbitration Act.
26. **SEVERABILITY:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.
27. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Iowa. Jurisdiction to enforce the mediation and arbitration provisions of this Agreement is agreed to be in the Federal and/or State District Courts located in Woodbury County, Iowa.
28. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and may only be modified by a written instrument executed by an authorized officer of both parties. All negotiations and representations (if any) made prior, and with reference to the subject matter of this Agreement, are merged herein. Neither Sabre nor Customer shall be bound by any oral agreement or representation, irrespective of when made. Sabre and Customer agree that Customer's preprinted forms, including Customer's Purchase Order, are for convenience only and all terms and conditions stated thereon which are inconsistent with these Standard Terms and Conditions are void and of no effect and are hereby expressly rejected by Sabre.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
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TO: Board of Supervisors

FROM: Kevin Perkins, Planning III
Kevin Mallen, CDSA Director

DATE: May 17, 2016

SUBJECT: Amendment #4 - WRA Environmental Consultants Agreement for Professional Services – Recology Ostrom Road Projects (CUP2015-0008; CUP2015-0007; and CUP2009-0001)

RECOMMENDATION:

Staff recommends that the Board of Supervisors authorizes the Chairman to sign the Fourth Amendment to the Professional Services Agreement between WRA Environmental Consultants and the County of Yuba and adopt the Budget Adjustment Request Form.

BACKGROUND:

Recology Ostrom Road has submitted an application for three separate Conditional Use Permit projects: (1) the Recology Green Rail project, (2) a new proposed Compost Facility, and (3) modifications to the Conditional Use Permit and Solid Waste Facility Permit for the Recology Ostrom Road Landfill to clarify that the waste tonnage intake and truck trip limits. In accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines, an Environmental Impact Report (EIR) is being prepared for the Project. The entire project site area is bounded on the north by Ostrom Road and South Beale Road to the west and crosses Jasper Lane.

DISCUSSION:

On September 28, 2010 the Board of Supervisors approved a professional services agreement (PSA) with WRA for the preparation of an Initial Study and Mitigated Negative Declaration with an option to prepare an EIR. Since the approval of the original PSA, Recology has withdrawn their original application seeking to construct a new rail spur component to allow the transfer of waste from the San Francisco Solid Waste Transfer and Recycling Center to the Recology

Ostrom Road Landfill and have replaced it with the three separate projects discussed in the Background section of this report. The level of environmental analysis for the new three projects was not considered in the original scope of work and therefore a revised scope of work has been prepared to address the additional tasks that will be needed in order to prepare a comprehensive EIR for the projects. Pursuant to the 4th Amendment to the PSA, the new scope of work will be \$426,071. Also, attached is a Budget Adjustment Request Form to increase the appropriations associated with the new scope of work to \$125,000 for the remainder of this fiscal year.

The new scope of work will replace the original PSA between WRA and the County. A revised cost estimate has also been included as an attachment to the Fourth Amendment to the PSA.

FISCAL IMPACT:

The Board previously approved an agreement with Recology Ostrom Road to pay costs associated with preparing an Environmental Impact Report, and processing entitlements for the proposed project. That agreement is still valid and therefore, no net decrease in County funds will result from approving this agreement.

Attachments:

1. Fourth Amendment to the Professional Services Agreement (WRA, Inc.)
2. Budget Adjustment Request Form

AUDITOR-CONTROLLER'S OFFICE
BUDGET ADJUSTMENT REQUEST FORM

FISCAL YEAR 2015-2016

Planning

Vicki Worthley

Additional Process Project/EIR -New scope of work Recology

BUDGET TRANSFER

(assigned by ACO)

INTERNAL

MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING

MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)

APPROVALS: Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved.


SIGNATURE OF AUTHORIZED OFFICIAL


SIGNATURE

7-4-10
DATE

Robert Bendry *5/4/11*
SIGNATURE DATE

SIGNATURE _____ DATE _____

*****AUDITOR USE ONLY BELOW THIS LINE*****

GENERAL LEDGER:

FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY:

SIGNATURE

DATE _____

**FORTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

WRA, Inc.

This is the fourth amendment to the Agreement, dated October 5, 2010, for consultant services between the County of Yuba (County) and WRA, Inc. (Consultant) ("Amendment 4").

Pursuant to Section D.22, "Modification" of the Agreement, the following changes to the terms and conditions are hereby made:

1. **Attachment "A" Section "A.1.1 – Scope of Work"** is modified by adding the contract amendment scope of work dated March 23, 2016 for the preparation of an EIR (**Amendment 3: EIR Scope of Work**). The Additional Scope of Work added to this agreement and the added costs thereof are reflected in:
2. **"ATTACHMENT A"**, affixed hereto, marked as **"Section A.1.3 - Additional Scope of Services"**, and by this reference said section is incorporated herein and is apart hereof as though set forth in full.
3. **Modify B.1 BASE CONTRACT FEE:** The additional work as outlined in **"Section A.1.3 – Additional Scope of Services."** will require an additional fee. Therefore, the contract budget is hereby increased by the amount of Four Hundred Twenty-Six Thousand and Seventy One Dollars (\$426,071) as outlined in Section A.1.3. - Additional Scope of Services.

All other terms and conditions remain unchanged.

In witness whereof, the parties hereto have executed this Amendment 3 to the Agreement
on _____, 2016.

"COUNTY"
County of Yuba

Roger Abe
Chairman of the Board of Supervisors

APPROVED AS TO FORM

Angli P. Morris-Jones
County Counsel

"CONSULTANT"
WRA, Inc.

Phil Greer,
Principal

Tim DeGraff,
CEO



March 23, 2016

Kevin Perkins, Planner III
Yuba County
Community Development and Services Agency
Planning Department
915 8th Street, Suite 123
Marysville, CA 95901

RE: Contract Amendment to Prepare an Environmental Impact Report (EIR) for the Recology Green Rail Project, New Compost Facility, and Amendments to Recology's Conditional Use Permit and Solid Waste Facility Permit

Dear Mr. Perkins:

WRA, Inc. (WRA) has prepared this contract amendment to prepare an Environmental Impact Report (EIR) for the revised Recology Ostrom Road Green Rail projects pursuant to the California Environmental Quality Act (CEQA). The tasks listed below reflect both a number of changes to the project description and to the level of analyses of environmental review required.

REVISED PROJECT DESCRIPTION AND UNDERSTANDING

As part of Recology Ostrom Road's current application there are three separate projects: the Recology Green Rail Project (CUP2015-0007); a new proposed Compost Facility (CUP2015-0008); and certain amendments to modify its Conditional Use Permit (CUP2009-0001). Recology seeks to amend their application to include a food and green material composting facility adjacent to the existing Landfill and proposed rail Unloading Facility. The proposed compost facility would also accommodate a relocated Feather River Organics compost facility, currently located in the City of Marysville at the Recology Yuba Sutter Integrated Waste Recovery Facility (IWRF).

Recology Green Rail Project (CUP2015-0007)

Recology seeks the necessary approvals to: (a) construct a rail-to-truck staging and Unloading Facility ("Unloading Facility") on Recology's property adjacent to the Recology Ostrom Road Landfill, in unincorporated Yuba County; and (b) construct new - and repair and upgrade existing - rail segments to complete a rail spur from the Unloading Facility to the main north-south rail line (near the intersection of State Route (SR)-65 and South Beale Road). If approved and constructed, the spur and Unloading Facility will be used to transport waste to the Ostrom Road facility. The waste will be: (1) loaded into steel containers and lidded and sealed; (2) transported to and loaded onto a train; (3) sent by rail to the Unloading Facility; (4) unloaded at the Unloading Facility; and (5) hauled by truck from the Unloading Facility across Recology's property (i.e., without using any public road) to the Landfill. The then-empty steel containers will be: (a) transported by truck from the Landfill back to the Unloading facility; (b) loaded onto a train; and (c) sent by rail back to their original locations.

The Landfill already has the entitlements to accept the types and quantities of waste for disposal, and, if the waste stream were to come on line today, Recology could - under its

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existing entitlements - transport it to the Landfill by truck. The Green Rail project is designed to facilitate the construction of the facilities necessary to transport waste by rail.

Construction will include the following improvements:

- Recology Ostrom Road Rail Spur and Unloading Facility (Yuba County): Construction of: (i) an Unloading Facility to allow for the delivery and unloading of sealed steel containers of waste and the reloading of empty containers; (ii) a proposed 1.8-mile long new rail spur line and staging area to access the Unloading Facility; and (iii) an at-grade railroad crossing at Jasper Lane.
- UPRR Rail Wye near SR-65 at South Beale Road (Yuba County): Improvements to the existing wye; replacement of 500 feet of former rail spur track connecting the Beale AFB Rail Spur to the UPRR main rail line; and installation of a UPRR mainline switch and signalization on UPRR right of way by UPRR.

Compost Facility (CUP2015-0008)

The proposed compost facility would be located to the west of the Recology Ostrom Road Landfill and north of the proposed Unloading Facility.

The proposed facility would be developed to process up to 2,000 tons of "green material" and "food material" into compost. The facility may be developed incrementally to accommodate the amount of feedstock received and processed, up to a full build out of 2,000 tons per day (tpd) and 74 acres. The composting process employed would be a windrow composting process, similar to the process at the current Feather River Organics facility in Marysville. This process entails placement of feedstock in elongated "windrows," whereupon the feedstock is moisture conditioned and mechanically turned on a periodic basis. The facility would include an active composting area, a curing area, an area for screening and storage of finished compost material, a load out area and a liquid storage and treatment pond for stormwater and process water runoff. Also performed within the compost operations area would be grinding operations for miscellaneous wood wastes. The grinding operation typically includes materials targeted as mulch, boiler fuel feedstock or material to be re-introduced back into to the composting process.

The facility would receive source-separated "green material" and "food material" for compost feedstock. The composition of the green material feedstock includes, but is not necessarily limited to, yard trimmings, plant wastes, soiled paper/cardboard products, untreated wood wastes, manure and other plant material from agricultural sources such as orchards, crop residues, and canneries. The State defines Food material as material that includes any material that was acquired for animal or human consumption is separated from the municipal solid waste stream, and that does not meet the definition of "agricultural material." Food material may include material from commercial sources such as restaurants, grocery stores, institutional cafeterias (such as, prisons, schools and hospitals), or residential food scrap collection.

As mentioned above, the site may be developed incrementally based on incoming feedstock volumes and business needs, up to a 2,000 tpd facility. As the site is expanded to accommodate the incremental increase in feedstock, development of the facility may include the installation of facilities for feedstock weighing, pre-processing (contaminant removal), aeration, biofiltration, treatment of runoff liquids, sort lines, etc.

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Amendments to the Conditional Use Permit (CUP2009-0001)

Recology also proposes amendments to the Recology Ostrom Road Landfill CUP No. 92-06 (as amended) and the related SWFP No. 58-AA-0011, to clarify that: (1) the existing tonnage and truck limits (3,000 tons per day and 170 trucks per day, respectively) in the permits apply only to waste disposed of in the Landfill ("Refuse"); and (2) the tonnage of materials brought to the Landfill for alternative daily cover, soil amendments, road-bed or other beneficial reuse activities - and the trucks used to transport that BRM (currently, approximately 150 trucks per day) - do not count against those limits. The EIR will analyze the impacts of the non-refuse vehicle trips.

Beale AFB Rail Spur

Recology is still seeking entitlement to upgrade and use the existing Beale Air Force Base (AFB) spur and to construct new rail on the Recology Ostrom Road property. As requested by Recology, each of the three projects, as well as the Beale AFB spur improvements, will be analyzed individually in the EIR and potential impacts from each individual project component will be weighed against applicable thresholds of significance.

At this time, there are no contracts, commitments or expectation of material from any specific point of origin. Recology has requested that the permit application be amended to remove San Francisco as the point of origin for the waste; however, they would like to retain the rail for transport of waste, compostable materials and beneficial reuse material, including same train length and frequency, as previously proposed. This contract amendment is for the preparation of an EIR for the revised project pursuant to CEQA and no longer for a joint CEQA/NEPA document.

Cumulative impacts will be analyzed for each of the proposed projects individually and combined. Feasible mitigation measures will be recommended for any significant impacts related to the individual projects. The EIR will also address the potential impacts of implementation of all three projects together which will be weighed against applicable thresholds and feasible mitigation measures will also be recommended for any significant impacts associated with the combined project components.

SCOPE OF WORK

Project Team

The Recology Green Rail Projects EIR team consists of WRA, Cal Ecology (Biological Resources); Illingworth & Rodkin (Air quality and Greenhouse Gases), BASELINE Environmental Consulting (Geology and Soils, Hazards and Hazardous Materials, and Hydrology/Water Quality), Fehr & Peers (Traffic), Bollard Acoustical Consulting (Noise), and Tom Origer & Associates (cultural resources).

Team Member Roles

WRA will serve as the prime consultant on the projects. All other team members will be subconsultants to WRA. WRA will prepare the environmental documentation for the projects with assistance from the above technical subconsultants. Mr. Geoff Reilly, AICP will coordinate and manage the project team, be the day-to-day contact with Yuba County staff, and oversee all project management functions for the projects. Mr. Reilly will also assist with and participate in

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meetings with the County including the following: EIR Scoping Meeting, Draft EIR Public hearing, Planning Commission hearings, and Board of Supervisors hearing (if necessary). In addition, Mr. Reilly will also review the document for quality assurance/quality control and participate in meetings or conference calls as needed. The team will also benefit from review of the EIR by separate legal counsel representing the County and the applicant. Other technical subconsultants will prepare technical analyses consistent with their proposed scopes of work as outlined below.

Work Plan and Tasks

Task 1: Review and Update EIR Project Description

WRA will update the EIR Project Description based on the existing project description and additional project information from the applicant and we will incorporate changes to the projects once completely finalized. The Draft Project Description will be submitted to the EIR team, including the County, County Counsel, and applicant and applicant's Counsel for review. WRA assumes that the County will compile edits into one document with all edits incorporated to be revised. A Final Project Description will be transmitted to the County.

Deliverables: One (1) hard copy and one (1) electronic copy of the Project Description.

Task 2: Update NOP and Attend Public Scoping Meeting¹

It is understood that the County will prepare the Notice of Preparation (NOP) to notify the public that an EIR will be prepared for the revised project. WRA will prepare a Notice of Completion (NOC) for the NOP and for submittal to the State Clearinghouse (SCH) to be distributed to appropriate state agencies. WRA will assist the County with identifying other relevant non-state agencies that should also receive the NOP. This contract amendment assumes the County will circulate the NOP and all other CEQA notices for the projects. The County will send a copy of the NOP and the NOC to the SCH in accordance with Section 15082 of the State CEQA Guidelines.

WRA will attend a public scoping meeting during the 30-day circulation of the NOP to solicit public input regarding the scope of the EIR. It is recommended that a court reporter be retained to take notes at the scoping meeting. After the close of the NOP circulation period, WRA will review all oral and written responses to the NOP and will consult with County staff to determine whether the proposed scope of work addresses all CEQA-related topics raised by commenters that have not already been considered in the scope of work. WRA will create a matrix of all oral and written comments that summarizes the comments received during the 30-day NOP review period and from the EIR scoping meeting.

Deliverables: One (1) hard copy and one (1) electronic copy of the NOC and comment matrix.

¹ Task 2 has already been completed and the associated costs have been deleted from Table 1 (Estimated Costs).

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Task 3: Prepare Administrative Draft EIR

In preparation of the Administrative Draft EIR (ADEIR), WRA will utilize information from the previous project efforts to the maximum extent feasible but will have to eliminate portions of the projects that are no longer applicable from the EIR as well as NEPA analyses that no longer apply. The primary sections of the ADEIR include: Introduction, Executive Summary, Project Description, Impacts Found to be Less than Significant (e.g., mineral resources, population/housing, etc.), Environmental Impact Analysis (with Mitigation Measures and Cumulative Analysis² for each topic area), General Impact Categories (i.e., Summary of Significant Unavoidable Impacts, Growth Inducing Impacts, Significant Irreversible Environmental Changes), Alternatives to the Proposed Project, and Preparers of the EIR and Persons Consulted, References, List of Acronyms and Glossary, Agency Distribution List, and Index.

As part of this task WRA will also conduct field visits to both the Recology Yuba Sutter (RYS) compost facility in Marysville and the proposed compost site at the Recology Ostrom Road Landfill. Impacts will be confined to impacts the project will have on the environment, including exacerbation of existing hazards, but not the environment's impact on the project.

WRA will prepare an ADEIR that addresses all substantive input provided during the 30-day NOP review period and submit copies to the team for review. It is assumed that the ADEIR will receive up to two rounds of review by the County, the applicant, and other reviewers. A single copy of the ADEIR with all edits from all reviewers incorporated will be returned to WRA for revisions. WRA will revise the ADEIR and prepare a Screencheck Draft EIR for one final review by the team to ensure all changes are made to the satisfaction of the team.

Deliverables: Five (5) hard copies of the ADEIR and one (1) electronic copy (in Microsoft Word format). Five (5) hard copies of the Screencheck DEIR and one (1) electronic copy (in Microsoft Word format).

The environmental issue areas included within this technical work program consist of the following:

Task 3a. Aesthetics (WRA)

Based on site visits and using information in the General Plan, recent CEQA documents, and various area plans, WRA will describe the regional, local, and site visual characteristics, views from and of the project sites, scenic vistas and scenic resources in the project areas, and existing light and glare.

WRA will analyze the following aesthetic impacts for each of the three projects individually and combined. WRA will analyze how the revised projects would alter the existing visual character of the sites and surrounding areas, focusing on how the projects would change the character-defining features. We will describe the types and relative amounts of light and glare that would be associated with the revised projects and describe how these sources might affect the surrounding areas. Based on this discussion, we will determine whether the revised projects

² Assumes General Plan buildout approach to EIR cumulative impacts analysis but nearby large projects, such as Magnolia Ranch, will also be included.

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would result in significant aesthetics and light and/or glare impacts. We will identify mitigation measures to reduce or avoid significant impacts for each of the sub-issues analyzed in the Aesthetics section, if any significant impacts are identified.

Task 3b. Air Quality and Greenhouse Gas Emissions (Illingworth & Rodkin)

Ramboll Environ will prepare an air quality and greenhouse gas (GHG) technical memorandum and associated data base to be peer reviewed by Illingworth and Rodkin (I&R). This information will be used by I&R and WRA to prepare an Air Quality Impact and GHG Analysis that addresses the construction and operational emissions for the three projects individually and combined. The analysis will include impacts at the Ostrom Road Rail Spur, Unloading Facility, Composting Facility, truck trips from the CUP amendments, new truck travel routes, and impacts associated with train activity. I&R will work within the EIR template provided by WRA and provide technical appendices as necessary. The specific scope of work includes the following:

Recology Ostrom Road Rail Spur and Unloading Facility

Project operation and construction air quality impacts will be addressed. Project construction emissions will be computed based on construction information provided by the applicant. We anticipate that construction schedules and anticipated activity in terms of heavy diesel equipment operation will be provided. Emissions from this activity will be predicted using the CalEEMod model. A screening level health risk determination for toxic air contaminants associated with construction will be provided. The operational emissions will include any emissions associated with on-site equipment for unloading waste from the rail cars, emissions of rail operations, and emissions from trucking waste from the rail car unloading facility to the landfill units.

Composting Facility

Project operation is anticipated to have emissions associated with the Composting Facility and the change in truck circulation and idling times and increases in train movements and idling within the facility. Truck emissions for on-site circulation and movements will be predicted using the EMFAC2011 model and descriptions of circulation/operation of the trucks and the number of daily and annual trucks. The Composting Facility will have emissions from the compost piles and from equipment and vehicles used in support of composting. Emissions from composting will be calculated based on the amount of material composted and operational equipment requirements. The operational emissions for the Composting Facility will include emissions from vehicles transporting materials to and from the site, and emissions from the equipment used to turn the windrows and to move the material from place to place on-site. A screening level health risk determination for toxic air contaminants associated with construction and operation will also be provided.

CUP Amendment

The EIR will quantify the operational emissions from truck trips associated with the CUP amendment. A screening level health risk determination for toxic air contaminants associated with construction and operation will also be provided.

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Emissions from the UPRR Rail Line

Train travel emissions along the UPRR rail line and new rail spur will be predicted, based on projected daily and annual train travel forecasts. Calculations for train travel along the proposed rail route will be conducted to reveal a harmful threshold distance from the rail line. These emissions will be considered new to the proposed project air basin.

GHG Emissions

The evaluation of GHG emissions will be conducted as part of the emissions calculation tasks described above. GHG emissions will be computed using similar methods described above for train travel, truck trips, construction, and operational equipment and composting emissions from the Unloading and Composting Facility. Computation of biogenic GHG emissions is not proposed.

Exposure to Sources of Toxic Air Contaminants

The EIR will include a health risk assessment (HRA) which evaluates the health impacts from toxic air contaminant (TAC) emissions associated with diesel train travel. The methodologies and assumptions used in this HRA analysis will be consistent with U.S. Environmental Protection Agency (EPA), California Air Resources Board (ARB), and the State's Office of Environmental Health Hazard Assessment (OEHHA) guidance.

Emissions will be estimated based on the anticipated train trip distance, trip frequency, and train engine type, which will be provided by the applicant. Nearby sensitive receptors will be identified using aerial photographs and a database search.

The team proposes using the AERMOD model using meteorological data from the Yuba County airport to estimate the TAC concentrations resulting from the train emissions. These air concentrations will be used as the exposure concentrations in the evaluation of potential health risks for the nearby sensitive receptors. The HRA will evaluate the potential inhalation cancer risk and non-cancer hazard index (HI) for nearby sensitive receptors.

Mitigation measures necessary to reduce or avoid exceedances of applicable thresholds will be identified and their performance will be quantified.

Response to Comments: I&R will respond to comments provided by WRA and the County on the Administrative Draft EIR as well as comments submitted during the 45-day review period of the Draft EIR.

Assist with Alternatives and Cumulative Impacts: This scope includes one day of effort to assist with qualitative analysis of three project alternatives, including a quantitative analysis of emissions associated with a truck transport alternative to the Green Rail Project. I&R will also address cumulative impacts related to air quality and GHG.

Meetings and Public Hearings: I&R's scope includes attendance for two public hearings in Yuba County, two meetings in Yuba County and conference calls.

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Task 3c. Biological Resources (Cal Ecology)

Peer Review of New Biological Reports Prepared for Compost Site

Cal Ecology will peer review the new biological resources reports prepared by the applicant's biological consultant, ESA. The task for review of these reports is based on assumptions that the reports include: 1) a draft wetland delineation report; 2) a biological resources report; 3) protocol-level vernal pool branchiopod survey report (if suitable habitat is present); and 4) special-status plant survey report. WRA assumes that the reports will cover not only all federally-protected plant and wildlife species and their habitat, but State special-status species and sensitive habitats as well. The reports are assumed to be accurate and substantial enough for a CEQA review as produced without significant amendments.

Cal Ecology biologist, Amy Parravano, will conduct a field visit to the compost site to verify conditions as reported. A letter report will be produced to describe the accuracy and completeness of the reports and to determine if any new surveys are required.

Update the Biological Resources EIR Section

Cal Ecology will update the existing EIR biological resources section to include the new data, update the document conclusions and recommendations. Feasible mitigation measures will be recommended for any potentially significant impacts.

Response to Comments: Cal Ecology will respond to comments provided by WRA and the County on the Administrative Draft EIR as well as comments submitted during the 45-day review period of the Draft EIR.

Assist with Alternatives and Cumulative Impacts: Cal Ecology's scope includes qualitative analysis of biological resources impacts within the context of both the entire project at buildout and individual project components. A quantitative analysis of biological resources impacts from an alternative Compost Facility site located within the boundaries of the permitted Landfill will also be provided. Recology will provide the alternative site location, and an alternative site evaluation prepared by ESA. Cal Ecology will also address cumulative impacts related to biological resources.

Meetings and Public Hearings: Cal Ecology's scope includes attendance for two public hearings in Yuba County, two meetings in Yuba County and conference calls.

Task 3d. Cultural Resources (Tom Origer & Associates, Inc.)

The cultural resources report previously prepared for the projects addressed all three sites and therefore does not need to be updated. However, the EIR must comply with AB 52 which requires consultation with applicable tribes as of July 1, 2015. The NOP was circulated in December 2015 and therefore must comply with AB 52. WRA and Tom Origer & Associates will consult with any tribes that have formally requested such with the County.

Task 3e. Geology/Soils (BASELINE Environmental Consulting)

The potential impacts related to geology and soils from the proposed projects will be described by BASELINE, as needed, in response to the relevant threshold questions provided under

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Appendix G of the State CEQA Guidelines. These impacts will be confined to impacts the project will have on the environment, including exacerbation of existing hazards, but not the environment's impact on the project. Based on BASELINE's understanding of the project areas, anticipated impacts relating to geology and soils may include differential compaction, and erosion. Practical mitigation measures will be developed that would reduce or eliminate any identified potential impacts related to geology and soils, if necessary.

Task 3f. Hazards and Hazardous Materials (BASELINE Environmental Consulting)

BASELINE will prepare the Hazards and Hazardous Materials section of the EIR, which will evaluate potential threats to public health and safety that could result from the proposed projects. The analysis will describe screening procedures to prevent hazardous materials from being introduced into compost feedstocks, where they could be released during composting operations, potentially affecting project site workers and the general public. Other public health and safety concerns include the potential for increased fire hazard from composting operations and the potential for attraction of disease-carrying and nuisance vectors to the project site (including flies, rodents, birds, and other animals). The existing conditions and pertinent laws, regulations, and policies related to hazards and hazardous materials for the project will be described from General Plans, local emergency response plans, and technical reports, as available. The pertinent federal, state, and local agency laws, regulations, and programs related to these hazards will be summarized, as needed, in response to the relevant threshold questions provided under Appendix G of the State CEQA Guidelines. Impacts will be confined to impacts the project will have on the environment, including exacerbation of existing hazards, but not the environment's impact on the project.

Task 3g. Hydrology and Water Quality (BASELINE Environmental Consulting)

The existing conditions and pertinent laws, regulations, and policies related to hydrology and water quality for the proposed projects will be described from available technical reports, Federal Emergency Management Agency maps, County General Plan documents, and applicable plans and requirements. This includes a description of the watersheds, dams, reservoirs, groundwater aquifers, 100-year floodplain delineations, and potential dam inundation areas. Impacts relating to hydrology and water quality for the revised project will include evaluation of stormwater impacts since new construction is proposed. The requirements of stormwater and non-stormwater regulations will be discussed.

Impacts to drainage patterns and the potential to increase runoff volume will be analyzed. Based on review of the available information it is anticipated that impacts relating to hydrology and water quality may include an increase in sediment and litter entering stormwater runoff, the potential degradation of runoff water quality; the requirements of stormwater and non-stormwater regulations and specific regulatory requirements for composting operations will be discussed and potential impacts will be identified. The Compost Facility will be constructed and operated in accordance with the Statewide General Order regulating compost facilities, which is designed to ensure that adverse impacts to groundwater will not occur. Impacts will be confined to impacts the project will have on the environment, including exacerbation of existing hazards, but not the environment's impact on the project.

Practical mitigation measures will be developed that will reduce or eliminate any identified significant potential impacts related to hydrology and water quality. Mitigation measures will

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likely focus on full implementation of the intent of the requirements of the NPDES Construction General Permit for construction activities and the regulatory stormwater requirements of the various jurisdictions and Regional Water Board NPDES Industrial Permit for the operational phase.

Response to Comments: BASELINE will respond to comments provided by WRA and the County on the Administrative Draft EIR as well as comments submitted during the 45-day review period of the Draft EIR.

Assist with Alternatives and Cumulative Impacts: BASELINE's scope includes assistance with qualitative analysis of at least one alternative for each of the three projects. BASELINE will also address cumulative impacts related to geology/soils, hazards and hazardous materials, and hydrology and water quality. As with the project-specific analysis, cumulative impacts will be analyzed for each of the three projects individually and combined.

Meetings and Public Hearings: BASELINE's scope includes attendance at two public hearings in Yuba County, two meetings in Yuba County and conference calls.

Task 3h. Land Use/Planning (WRA)

WRA will describe existing land uses in the vicinity based on aerial photographs and site visits, and we will discuss existing General Plan Land Use designations and Zoning Ordinance Map districts for the project areas. WRA will discuss potential project impacts relating to policy inconsistency and land use compatibility for each of the proposed projects and all three projects combined. The analysis will include applicable general plans and regional plans. County staff will be consulted to identify other relevant plans, if any. Where appropriate, the evaluation will cross-reference other sections, such as Air Quality, Hydrology/Water Quality, and Transportation/Traffic. WRA will identify mitigation measures to reduce or avoid significant impacts for each of the sub-issues analyzed in the Land Use/Planning section, if any significant impacts are identified.

Task 3i. Noise (Bollard Acoustical Consultants, Inc.)

Bollard Acoustical Consultants, Inc. (BAC) will conduct the following tasks for the acoustical analysis in preparation for the EIR.

Local (Yuba County) Site Inspection and Local Ambient Noise Level Measurements

BAC will conduct new noise measurements at the proposed project sites in order to obtain ambient noise levels. The purpose of these measurements is to quantify existing ambient conditions for each of the project sites that will then establish an ambient baseline for project impacts to be weighed against.

Reference Compost Facility Noise Level Measurements

BAC will conduct reference noise measurements at the existing Recology Yuba Sutter compost facility to obtain representative noise levels for the proposed Compost Facility project. The purpose of the measurements is to quantify and estimate project-related noise. BAC will utilize that information to predict Compost Facility noise impacts at off-site receptors nearest to the

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Ostrom Road Site.

Reference Train Noise Level Measurements

BAC has already conducted reference train noise level measurements for the existing Beale spur adjacent to South Beale Road in Yuba County. The measurements were completed for a period of 72 hours and the data will be used as a baseline for determining project-related noise level increases and impacts at that location. The purpose of the measurements is to quantify existing ambient conditions to establish the ambient baseline against which project impacts will be evaluated.

Reference Transport Container Loading, Unloading, and Stacking Noise Level Measurements

BAC will conduct reference noise level measurements of transport container loading, unloading, and stacking at a facility/operation similar to that proposed by the project. This data will be used in the project noise modeling to estimate project-related noise exposure at the closest existing noise-sensitive receivers.

Impacts and Mitigation Measures

BAC will evaluate the environmental impacts of the project at sensitive receptors identified within the project study areas. This evaluation will include project-related changes in traffic, rail activities, on-site operations at the Landfill including container unloading, compost facility operation, and project construction noise. Impacts will be confined to impacts the project will have on the environment, including exacerbation of existing hazards, but not the environment's impact on the project. Noise mitigation options will be evaluated for each significant noise impact identified for the revised project.

Phone consultation

BAC will provide ongoing phone consultation regarding interpretation of the acoustical report.

Responses to Comments

BAC includes one (1) hour for responses to comments from WRA and 1 hour for responses to comments from the team and 8 hours from the public and agencies on the Draft EIR.

Public Hearings

BAC includes attendance at up to two public hearings (assuming 5 hours per hearing including travel time) in Yuba County.

Meetings

BAC includes attendance at up to two team meetings/extended conference calls (assuming 2 hours per meeting or call).

Alternatives Analysis

BAC includes analysis of up to three alternatives, not including the No Project Alternative.

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Task 3j. Transportation/Traffic (Fehr & Peers)

Existing Conditions Analysis

Intersections

Fehr & Peers will analyze the following intersections during the weekday AM and PM peak hours. These intersections have been selected based on their proximity to the project site, expected use by project traffic, and susceptibility of being impacted

1. State Route 65/South Beale Road
2. South Beale Road/Bradshaw Road
3. South Beale Road/Ostrom Road
4. Jasper Lane/Ostrom Road
5. SR 65 SB Ramps/Forty Mile Road
6. SR 65 NB Ramps/Forty Mile Road

Please note that intersections #5 and #6 have been included based on the project team meeting on September 16th, in which the idea of rerouting trucks onto Ostrom Road was explored as a means to alleviate impacts to the SR 65/South Beale Road intersection.

Operations will be analyzed using the methodology published in the *Highway Capacity Manual (HCM 2010)*, Transportation Research Board, 2010. The Synchro software program, which employs the HCM procedures, will be used for all intersections except the SR 65/South Beale Road intersection, which will be analyzed using the SimTraffic component of Synchro. Synchro allows for modeling of the effects of railroad crossing pre-emptions and provides more accurate queue length estimates for analysis/design purposes.

All study intersections are currently controlled by stop signs. To assess the potential need for their signalization, applicable signal warrants from the *California Manual on Uniform Traffic Control Devices (CA MUTCD)*, Caltrans, 2014 will be consulted. Outputs from the existing conditions analysis will include the following:

- Average delay and level of service (LOS) for entire intersection and worst-case movement.
- Evaluation of applicable signal warrants from the MUTCD.
- Frequency and duration of train crossings.
- Maximum queue lengths at the SR 65/South Beale Road intersection.

Due to the age of the previous traffic counts (May 2013) and the upcoming re-release of the NOP, new traffic counts are necessary. All traffic counts will include vehicle classification surveys to obtain heavy vehicle percentages by movement. Due to the importance of queuing and train pre-emptions at the SR 65/South Beale Road intersection, counts will be conducted on

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two separate weekdays. Traffic counts at the SR 65/South Beale Road intersection will include vehicle queue lengths observations and duration of train crossings across South Beale Road.

Yuba County Roadway Segments

Fehr & Peers will analyze the following roadway segments under weekday AM and PM peak hour conditions. The analysis will be conducted based on each roadway's functional classification and the peak hour volume LOS thresholds from the *Yuba County General Plan* (2010). Through the intersection turning movement counts, peak hour segment volumes will be available at each study roadway segment.

1. South Beale Rd – SR 65 to Ostrom Rd
2. Ostrom Rd – Forty Mile Road to South Beale Road
3. Ostrom Road – East of South Beale Road
4. Jasper Ln – South of Ostrom Rd

Caltrans' Freeway/Highway Segments

Fehr & Peers will analyze the following freeway/highway segments under weekday AM and PM peak hour conditions. These facilities are analyzed based on the methodologies and procedures outlined in the HCM (Transportation Research Board, 2010). Through the intersection turning movement counts, peak hour segment volumes will be available at each study freeway/highway segment.

1. SR 65 Freeway from South Beale Road to Forty Mile Road
2. SR 65 Freeway from Forty Mile Road to McGowan Parkway
3. SR 65 Highway from South Beale Road to Wheatland

In addition to analyzing roadway system operations, Fehr & Peers will document the bicycle, pedestrian, and transit facilities within the project vicinity. Fehr & Peers will also document equipment present at the at-grade UPRR crossings at South Beale Road and Ostrom Road. Additionally, each crossing's accident history, based on The USDOT's Federal Railroad Administration website, will be documented.

Fehr & Peers will prepare exhibits to display the study area/facilities, existing roadway network, peak hour volumes, and non-auto modes of travel.

Existing Plus Project Conditions

Fehr & Peers will separately analyze the travel characteristics of the following three proposed projects:

- Clarification of Conditional Use Permit for Permitted Truck Loads at the RORL ("CUP Clarification")
- Construction of new rail spur along Jasper Lane to permit trains to deliver waste to RORL ("Spur")

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- Operation of a compost facility adjacent to RORL ("Compost Facility")

Additionally, they will estimate the travel characteristic associated with all three proposed projects combined.

The following sub-section describes how Fehr & Peers will approach this process.

Project Travel Characteristics

Fehr & Peers will analyze the impacts of the CUP Clarification, Spur, Compost Facility, and entire proposed project under existing conditions.

It is anticipated that additional coordination with WRA, Yuba County, and the applicant will be necessary to confirm the proposed activities to be analyzed (though they are thought to generally consist of clarification of permitting levels at RORL, the Green Rail project, and a new composting-type facility adjacent to RORL). To the extent possible, Fehr & Peers will rely upon data and analyses previously conducted for the Recology Ostrom Green Rail Project EIR analyses such as the origin of RORL waste trips.

It is assumed that Recology will provide data pertaining to the current traffic characteristics of the Feather River Organics composting facility located on State Route 20 in Marysville, which will be relocated to RORL. The following data will be requested for use in the impact analysis:

- Number of employees and shift times
- Average number of trucks per weekday (including zip code origin of trips arrival time and departure time) that transport raw materials (i.e., food scraps, yard trimmings, etc.) to facility for composting.
- Average number of customers per weekday who enter visit composting facility to purchase compost.
- Average number of trucks per day that deliver finished compost to users (e.g., farms, vineyards, etc.)

If such data is not available, then Fehr & Peers will need to modify their scope of work to conduct a series of traffic counts to document this travel behavior.

Fehr & Peers will prepare a technical memorandum that presents the proposed project activities, trip generation (weekday daily, AM peak hour, and PM peak hour), distribution of trips, and routing of trips for each proposed project and for all projects combined. Once the technical memorandum has been approved by the project team, Fehr & Peers will begin the "plus project" analysis.

Existing Plus Project Conditions

Fehr & Peers will re-analyze AM and PM peak hour traffic operations at the study intersections, roadway segments, and freeway segments under the following scenarios:

- Existing Plus CUP Clarification

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- Existing Plus Spur
- Existing Plus Compost Facility
- Existing Plus All Three Projects

The analysis of the Green Rail spur will include an evaluation of the existing at-grade railroad crossings along South Beale Road including crossing equipment that is present, estimated vehicle travel over each crossing, and increases in rail traffic. The impacts of the proposed project on these crossings will be evaluated. A discussion of expected changes in train crossing pre-emptions in adjacent communities (e.g., Wheatland) will also be provided. The proposed new Jasper Lane at-grade crossing will be analyzed using a SimTraffic model.

A table or map will be prepared that displays the change in peak hour traffic on the study facilities between existing and existing plus project conditions for each of the above analysis scenarios. A set of Existing Plus Project graphics will also be prepared for each of the above analysis scenarios.

Fehr & Peers will use the same significance criteria as was developed for the Recology Ostrom Green Rail Project EIR. Those criteria had been carefully reviewed and approved by the project team. Based on the standards of significance, project-specific impacts (for each proposed project and for all three projects) to the roadway, transit, rail, bicycle, and pedestrian systems will be identified and mitigation measures will be recommended.

Cumulative Conditions

Fehr & Peers will develop cumulative traffic forecasts for the following scenarios:

- Cumulative No Project (assumes none of the proposed project activities are occurring)
- Cumulative Plus CUP Clarification
- Cumulative Plus Spur
- Cumulative Plus Compost Facility
- Cumulative Plus All Three Projects

The cumulative forecasts will rely, in part, on assumptions and forecasting estimates developed for the *Revised Final Transportation Impact Study for the Magnolia Ranch Specific Plan* (Fehr & Peers, March 2015). The cumulative forecasts from that study were developed using the Yuba County General Plan travel demand forecasting model. The horizon year of the model is 2030. The model assumes the Yuba County General Plan Land Use Alternative 2. All study intersections, roadways, and freeway/highway segments will be analyzed for each scenario.

Based on the standards of significance, Fehr & Peers will identify cumulative project impacts (for each proposed and all three projects) and recommend mitigation measures. The mitigation measures may take the form of fair share payments, project-specific mitigation responsibilities, and/or development triggers.

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A table or map will be prepared that displays the change in peak hour traffic on the study facilities between cumulative and cumulative plus project conditions for each of the above analysis scenarios. A set of Cumulative Plus Project graphics will also be prepared for each of the above analysis scenarios.

Alternatives Analysis / VMT & TI Calculations

Fehr & Peers will analyze a project alternative to the Green Rail spur that consists of waste being delivered to RORL by truck. All study intersections will be analyzed under existing and cumulative conditions for this project alternative. Mitigation measures will be identified for any significant impacts. Fehr & Peers will estimate the average daily vehicle miles of travel (VMT) associated with this project alternative.

Fehr & Peers will calculate the traffic index (TI) on segments of South Beale Road and Ostrom Road east of SR 65. To conduct these calculations, Fehr & Peers will place a host count on each roadway that classifies vehicles by the number of axles.

Documentation and Response to Comments

Fehr & Peers will describe the assumptions, methods, and results of the study that will serve as the transportation chapter of the EIR. Fehr & Peers will submit an administrative draft, and draft chapters for project team and County staff review.

Fehr & Peers has budgeted 16 hours to respond to one set of transportation-related comments on the Draft EIR. If additional time or analysis is needed to respond to the comments, we will submit a supplemental scope of work.

Meetings

Fehr & Peers will attend four meetings during the course of the study. This could include scoping meetings, neighborhood/staff meetings, and public hearings. Fehr & Peers will also be available to participate in conference calls during the course of the study.

Task 3k. Energy (WRA)

WRA will address the construction and operational energy usage for each of the three proposed projects individually and combined, consistent with the requirements of Appendix F (Energy Conservation) of the CEQA Guidelines and recent case law. On-site energy usage from compost facility operations and rail unloading operations will be analyzed, as well as, fuel consumption from truck trips and rail operations. WRA will rely on energy usage estimates provided by the Air Quality subconsultant (Illingworth & Rodkin) to estimate the energy consumption and will recommend feasible mitigation measures for any significant impacts that may be identified.

Task 4. Preparation and Analysis of Alternatives

WRA will work with County staff and project applicant to refine a set of feasible project alternatives pursuant to the requirements of CEQA. A No Project Alternative will be analyzed for each of the three projects individually and combined. In addition to the No Project Alternative, WRA assumes that at least one action alternative for each of the three projects will

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be qualitatively analyzed. The environmentally superior alternative will also be identified. WRA assumes that no additional technical studies will be needed for the alternatives analysis.

Task 5. Prepare Draft EIR and Notices

Once County staff approves the Screencheck Draft EIR, WRA will finalize the document and prepare a public review Draft EIR (DEIR). WRA will also provide the entire DEIR to the County in electronic format, including all graphics and appendices, for distribution to interested parties. WRA will prepare a Notice of Availability (NOA) for distribution and will deliver 25 hard copies and 25 compact disks (CDs) to the County, as well 15 CDs of the DEIR and 15 hard copies of the Executive Summary to the SCH along with the NOC. This contract amendment assumes the County will be responsible for the circulation of the DEIR and notices to the public and local agencies.

Deliverables: Twenty-five (25) hard copies and 25 CDs (in Adobe PDF format) to the County and 15 hard copies of the Executive Summary and 15 CDs (in Adobe PDF format) of the DEIR to the SCH.

Task 6: Attend Public Hearing on Draft EIR

WRA will work with County staff to initiate and conduct a noticed public hearing on the DEIR before the Yuba County Planning Commission during the public review period. WRA assumes that the County will provide a written record of comments from the public meeting for inclusion in the Final EIR. It is recommended that a court reporter be retained to take notes at the DEIR public hearing.

Task 7: Prepare Administrative Final EIR

The WRA team will prepare responses to all written and oral comments received on the Draft EIR and will make any necessary changes to the Draft EIR resulting from responses to comments. For the purposes of this contract amendment, WRA has budgeted 75 hours for responses to comments. Time required in excess of 75 hours is proposed to be billed on a time and materials basis. The Final EIR will ultimately include some or all of the following additional chapters: Introduction, Response to Comments, Corrections and Additions to the Draft EIR, and Mitigation Monitoring and Reporting Program (MMRP).

WRA will prepare and submit copies of the Administrative Final EIR (AFEIR) to the County for review. County staff will provide a consolidated set of comments on the AFEIR. WRA will revise the AFEIR and prepare a Screencheck FEIR for approval by the County.

Deliverables: Five (5) hard copies and one electronic copy (in Microsoft Word format) of the AFEIR.

Task 8: Prepare Final EIR

Once County staff approves the Screencheck FEIR, WRA will finalize the document and prepare the FEIR. WRA will print and deliver hard copies of the FEIR to the County, as well as to the SCH for distribution to State agencies. This contract amendment assumes the County will be responsible for the circulation of the FEIR to all agencies that commented on the Draft EIR.

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Deliverables: Twenty-five (25) hard copies and 25 CDs (in Adobe PDF format) (in Microsoft Word and PDF formats) of the FEIR.

Task 9: Prepare Resolutions

WRA will assist in the preparation of Resolutions for the project based on review of the findings of fact and any statements of overriding considerations as prepared by County Counsel.

Deliverables: One (1) hard copy and one (1) electronic Microsoft Word version of the Resolutions.

Task 10: Planning Commission and Board of Supervisors Hearings

Mr. Geoff Reilly of WRA and his subconsultants will attend two public hearings on the FEIR and will present information (if requested). WRA will assist with the preparation of any applicable notices for a public hearing, which the County will distribute.

As an option, if the environmental document and/or project approval are appealed to the Board of Supervisors, WRA will prepare for and attend additional meetings. Preparation includes response to comments and documentation from the Planning Commission hearings.

Deliverables: One (1) hard copy and one (1) electronic Microsoft Word version of the draft report for Planning Commission. If necessary, one (1) hard copy and one (1) electronic Microsoft Word version of the draft report and responses to comments for the Board of Supervisors.

Task 11: Prepare Notice of Determination (NOD)

In accordance with CEQA Guidelines Section 15075, WRA will prepare a Notice of Determination (NOD) using the County's preferred format. Within five days of certifying the EIR and approving the project, County staff will file the NOD with the County Clerk and the SCH. WRA assumes that the project applicant will be responsible for any and all filing fees including the Department of Fish and Game filing fee.

Deliverables: One (1) hard copy and electronic PDF version of the NOD.

Task 12: Project Management

WRA will provide overall project management, including (but not limited to): project scheduling; budgeting/invoicing; management and coordination of team members and subconsultants; oversight of production and circulation of EIR; review of documents for quality assurance; oversight of document format and word processing; and status updates provided to the County.

Successful preparation of environmental documentation will require effective communication between County staff and the project team. This contract amendment includes attendance at meetings and/or conference calls with County staff throughout the environmental review process. Project team meetings and phone conferences are also included: bi-weekly team phone conferences, up to four (4) team meetings in person in Yuba County for the DEIR and ADEIR edits and comments.

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Task 13: Contingency Fund

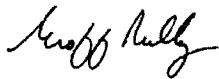
This contract amendment includes a contingency fund to cover any unforeseen additional work that may be required for the EIR, including but not limited to: meetings, hearings, changes to the project description and associated revisions to the EIR, new technical reports, expanded scope of work for environmental topics in the EIR, additional time for responses to comments, etc. Use of any of the contingency funds would require written approval by the County as well as a detailed scope of work and cost estimate from WRA.

COST

The total cost to complete the tasks as outlined in this contract amendment is detailed in Table 1 (attached). This budget includes the assumptions as described throughout the scope of work above. Any changes to the project or scope of work as currently known and described above may require use of the contingency fund. The total estimated budget (without the contingency fund) for the base tasks is **\$401,071**.

Please feel free to contact me at (415) 524-7461 or at reilly@wra-ca.com should you have any questions or require any additional information.

Sincerely,



Geoff Reilly, AICP
Senior Associate Environmental Planner/Project Manager

Attachment: Table 1 (Cost Estimate)

Table 1. Estimated Costs for the Recology Ostrom Road Green Rail Project EIR

March 23, 2016

No.	Task Name	Rate	Personnel							Base Costs	
			Principal Hours	Senior Associate Planner	Associate Planner	Assistant Environmental Planner	GIS Systems Manager	Senior GIS Systems Technician	Graphics Specialist	Word Processing & Administrative Staff	Subconsultant Fees
1	Review and Update Project Description Update NOP and Attend Public Scoping Prepare Administrative Draft EIR Introduction		4	20	24	28	18	8	46	40	\$7,760
2	Executive Summary		2	2	6	6	10	8	10		\$0
3	General Plan Cumulative Projections		2	2	4	4	24	24			\$28,444
4	General Impact Categories		2	2	4	4	24	24			\$2,372
5	Preparation of Appendices		2	2	6	6	24	24			\$3,662
6	Mitigation Monitoring & Reporting Program		2	2	6	6	24	24			\$2,532
7	Preparers of the EIR and Persons Consulted, List of Acronyms and Glossary, Agency Distribution List, and Index		2	2	2	2	24	24			\$3,864
8	Impacts Found to be Less than Significant		2	2	2	2	4				\$3,954
9	Aesthetics		2	2	2	2	4				\$3,370
10	Air Quality and GHG		2	2	4	4	30	8			\$1,110
11	Biological Resources		2	2	32	32	20	8			\$4,340
12	Cultural Resources		2	2	4	4	8				\$1,562
13	Geology and Soils		2	2	2	2	8				\$7,298
14	Hazards and Hazardous Materials		2	2	2	2	8				\$32,854
15	Hydrology and Water Quality		2	2	2	2	8				\$28,186
16	Land Use/Planning		2	2	2	2	8				\$4,125
17	Noise		2	2	2	2	8				\$1,562
18	Transportation/Traffic		2	2	2	2	8				\$8,652
19	Energy		2	2	2	2	8				\$7,369
20	Preparation and Analysis of Alternatives		2	2	20	20	8				\$10,214
21	Prepare Draft EIR and Notices		2	2	8	8	24				\$13,296
22	Attend Public Hearing on DEIR		2	2	26	26	46				\$11,704
23	Prepare Administrative Final EIR		2	2	16	16	46				\$5,150
24	Prepare Final EIR		2	2	10	10	6				\$2,284
25	Prepare Resolutions		2	2	8	8	6				\$6,792
26	Planning Commission Hearings (2 total)		2	2	48	48	48				\$12,906
27	Prepare Notice of Determination (NOD)		2	2	20	20	36				\$3,922
28	Project Management (including team meetings and bi-weekly conference calls)		2	2	16	16	12				\$15,768
29			2	2	1	1	8				\$9,582
30			2	2	1	1	8				\$3,896
31			2	2	1	1	8				\$7,632
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Recology Ostrom Road Projects EIR Schedule

ID	Task Name	Responsible Parties	Start	Finish	Duration	4/11/2016											
						Feb 2016	Mar 2016	Apr 2016	May 2016	Jun 2016	Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017
1	A/E/C/H Memo, Biological Resources	Applicant	1/19/2016	4/15/2016	12w 4d	101	102	103	104	105	106	107	108	109	110	111	112
2	Prepare for Comment Site	WBA	1/25/2016	6/17/2016	21w												
3	Review of Admin Draft EIR *	County and Applicant	6/20/2016	7/15/2016	4w												
4	Prepare Screened Draft EIR	WBA	7/18/2016	7/29/2016	2w												
5	Review of Screened Draft EIR	County and Applicant	8/1/2016	8/12/2016	2w												
6	Publish Draft EIR	County and Applicant	8/15/2016	8/15/2016	0w												
7	Draft EIR Public Comment Period	WBA and County	8/15/2016	10/4/2016	7w 2d												
8	DEIR Public Hearing**	WBA and County	9/21/2016	9/21/2016	0w												
9	Prepare Admin Final EIR	WBA	10/5/2016	10/23/2016	3w												
10	Review of Admin Final EIR	County and Applicant	10/26/2016	11/8/2016	2w												
11	Prepare Screened Final EIR	WBA	11/9/2016	11/22/2016	2w												
12	Review of Screened Final EIR	County and Applicant	11/23/2016	11/29/2016	1w												
13	Prepare Final EIR	WBA	11/29/2016	12/6/2016	0w												
14	County Final EIR	County	12/7/2016	12/7/2016	0w												

* Assumes applicant review of ADEIR through County
** The Yuba County Planning Commission meets on the third Wednesday of the month

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The County of Yuba

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR



209-0516

(209-0516) Appro... - 1 of 6

MARYSVILLE, CA 95901

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

TO: Board of Supervisors
FROM: Jill Abel, Human Resources Director
DATE: May 17, 2016
SUBJECT: Side Letter of Agreement with YCPPOA

RECOMMENDATION

Request the Board of Supervisors to approve and authorize the Chair to execute a side letter of agreement with the Yuba County Probation Peace Officers' Association (YCPPOA) effective June 5, 2016.

DISCUSSION

Since November 2015, the County and YCPPOA have been discussing staffing needs for Juvenile Hall and Camp Singer and the possibility of moving juvenile corrections employees to 12 hours shifts. Assigning 12 hour shifts would make it possible for 2 employees to cover a 24 hour period however, would normally create an overtime situation since employees would be working more than 40 hours during the work week.

Section 207k of the Fair Labor Standards Act provides that employees engaged in law enforcement may be assigned a 14-day work period and that overtime would be calculated based on an established amount of hours during the 14-day period, in lieu of a 7 day period. This creates more flexibility both for the department and the employees. If the 207k provision is adopted, overtime will be incurred for hours worked over 84 in a 14-day period. In order for this option to be available, the County and the YCPPOA must agree to adopt the Section 207k provision.

The County and YCPPOA are currently in contract negotiations, however due to the pressing nature of this issue both have agreed that it would be beneficial to adopt the Section 207k provision now, and implement it beginning June 5, 2016, so that the scheduling and coverage issues can be addressed immediately.

COMMITTEE

This item has bypassed committee due to the need to implement this new schedule beginning June 5, 2016, due to staffing and coverage needs.

FISCAL IMPACT

None for this fiscal year; potentially cost avoidance since 12 hours shifts will solve coverage issues that may have been addressed with extra help employees.

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SIDE LETTER OF AGREEMENT
Between the
Yuba County Probation Peace Officers' Association
and the
County of Yuba

The Yuba County Probation Peace Officers' Association (YCPPOA) and the County of Yuba (County) have agreed to amend *Article 5 Hours of Work Section 5.02 and Article 9 Overtime, Comp time, Callback and Standby Section 9.01* as follows:

ARTICLE 5 – HOURS OF WORK

Section 5.02 Hours of Work

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, typically defined as Sunday at 12:00 am to Saturday midnight.

Work Schedules.

- The work week schedule shall normally consist of five work days of eight hours each for a total of forty work hours (5/8/40), or
- Four work days of ten hours each (4/10/40), or
- Two work days of sixteen hours and one work day of eight hours (16/16/8), or
- Eight work days of nine hours each and one day of eight hours with one work day off every other week. The eight hour work day and alternate day off must be the same day of the week.
- Three work days of twelve hours and four work days of twelve hours (84 hours), OR three work days of twelve hours and 3 works days at twelve hours plus one work day at eight hours (80 hours), in a two week period.

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. Employees on an alternate schedule shall accrue leaves and holidays on the same basis as employees working the standard 5/8/40 work schedule.

It shall be the duty of each Department Head to arrange the work of the department so that each employee therein shall work not more than 40 hours in any work week; except, that a Department Head may require any employee to temporarily perform service in excess of 40 hours when public necessity or convenience so requires. Alternative work schedules may be administered under the 207(k) work provisions of the Fair Labor Standards Act.

ARTICLE 9 – OVERTIME, COMP TIME, CALLBACK AND STANDBY

Section 9.01 Overtime

A. Overtime Work Defined

1. 40-Hour Work Period. Overtime work shall be defined as all work specifically authorized by the Department Head which is performed in excess of 40 hours per week.
 - a. Time worked beyond the official 40 hour work week shall not be considered overtime unless it has been specifically ordered or authorized by the Department Head. In emergency situations, when prior authorization for overtime is not possible, the subsequent approval of the Department Head or designee or the Board shall be required.
 - b. Overtime earned shall be rounded up or down to the nearest quarter ($\frac{1}{4}$) hour worked.
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 84 hours in a 14 day work period, as provided by Section 207(k) of the Fair Labor Standards Act.
 - a. Time worked beyond the official 14 day work period shall not be considered overtime unless it has been specifically ordered or authorized by the Department Head. In emergency situations, when prior authorization for overtime is not possible, the subsequent approval of the Department Head or designee or the Board shall be required.
 - b. Overtime earned shall be rounded up or down to the nearest quarter ($\frac{1}{4}$) hour worked.
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) used during the week shall be counted as $\frac{2}{3}$ the amount used for computing hours worked for purposes of overtime in that work week.
 - 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 in the following circumstances:
 - 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. This does not include callback from scheduled standby.

- 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 a Department Head, work beyond the official 40 or 84 (if assigned to 12-hour-shifts) hour work week/period is required, overtime work may be ordered. 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 or early completion of probationary period or for merit increases. Compensatory time off taken by an employee may be used as part of the established work week 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 84 hours in a 14-day period if on 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.
4. 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, at a rate equal to one and one half (1½) times the hourly equivalent of such employee's monthly salary at the time the overtime was worked.

C. Overtime Payment

Employees who are assigned FLSA Non-Exempt status shall be compensated for overtime or compensatory time off at one and one half (1½) times their regular rate of pay for hours worked in excess of 40 in a work week or 84 in a 14-day period, if on 12-hour shifts. [Reference Section 12.01B Application of Overtime of this Agreement]

This Agreement is dated this _____ day of May 2016.

Roger Abe, Chair
Board of Supervisors

Jill Abel
Human Resources Director

Tracy Hutchinson
YCPPOA President

Jerry Carnous
YCPPOA Representative

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The County of Yuba

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR



195-0516

(195-0516) Ordin... - 1 of 12

915 8 STREET, STE 113
MARYSVILLE, CA 95901

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

TO: Board of Supervisors
FROM: Jill Abel, Human Resources Director
DATE: May 10, 2016
SUBJECT: Adopt ordinance to amend CalPERS contract

A handwritten signature in black ink, appearing to read "J. Abel", is written over the "FROM:" line.

RECOMMENDATION

Approve the attached ordinance adopting an amendment to the existing contract between the County of Yuba and the California Public Employees' Retirement System (CalPERS) Board of Administration to include Section 20516 (cost sharing provision) for all miscellaneous members in YCEA and Non-Represented groups, as well as miscellaneous classic members of the DDAA group, and authorize the Clerk of the Board of Supervisors to complete the required Certification of Final Action of Governing Body.

DISCUSSION

In September of 2014, your Board approved the negotiated contract between the County of Yuba (County) and the Yuba County Employees' Association (YCEA), and in October of 2014, your Board approved the policy between the County and miscellaneous Non-Represented groups which included the provision for employees to share in the employer cost of ongoing retirement contributions. YCEA and Non-Represented employees agreed to begin paying a portion of the employer's share of pension cost effective July 1, 2015, and annually thereafter. Additionally, the Board approved the negotiated contract between the County and the Deputy District Attorney Association (DDAA), on July 28, 2015, which includes similar provisions.

The attached ordinance is the final requirement for CalPERS to process the contract amendment and it allows the County to implement the negotiated cost sharing benefit.

COMMITTEE

None – Administrative only

FISCAL IMPACT

This action is administrative only.

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ORDINANCE NO. _____

**TITLE 3: PERSONNEL – AMENDING CHAPTER 3.40.010 AND ADDING CHAPTER
3.04.043: AN ORDINANCE ADOPTING AN AMENDMENT TO THE EXISTING CONTRACT
BETWEEN THE COUNTY OF YUBA AND THE CALIFORNIA PUBLIC EMPLOYEES’
RETIREMENT SYSTEM BOARD OF ADMINISTRATION**

The following ordinance consisting of five (5) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on the _____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES, County Counsel:

By:  _____

THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect immediately upon passage, pursuant to Government Code Section 25123 and before the expiration of fifteen (15) days after its passage a summary shall be published, with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California and thenceforth and thereafter the same shall be in full force and effect.

Section 2. That an amendment to the contract between the Board of Supervisors of the County of Yuba and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 3. The Chairman of the Yuba County Board of Supervisors is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the County of Yuba.

Section 4. Title III, Chapter 3.40 of the Yuba County Ordinance Code as it relates to the contract between the Board of Administration, California Public Employees' Retirement System and the County of Yuba is hereby amended to include section 3.40.010 as follows: "14. July 1, 2016 – §20516 – Employees sharing an additional cost of .37% for local miscellaneous members in the Yuba County Employees' Association (YCEA) and Non-Represented groups, and Employees sharing an additional cost of 1% for miscellaneous classic members in the Deputy District Attorney Association (DDAA) group"; and section 3.40.043 as follows: "Approval of Additional Amendment. Pursuant to Government Code §20460 et seq.,

the Board of Supervisors hereby approves an additional Amendment to Contract in the form presented to it on May 10, 2016, and on file with the Clerk of the Board of Supervisors to include Section 20516 (Employees Sharing Additional Cost) of .37% for local miscellaneous members in the Yuba County Employees' Association (YCEA) and Non-Represented groups, and an additional cost of 1% for miscellaneous classic members in the Deputy District Attorney Association (DDAA) group."

Section 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.




EXHIBIT

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Supervisors
County of Yuba



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective February 1, 1960, and witnessed December 30, 1959, and as amended effective March 1, 1964, November 1, 1973, October 1, 1977, October 1, 1979, January 1, 1982, July 6, 1989, June 30, 1992, July 1, 1993, June 24, 1999, August 15, 2003, April 1, 2007, July 1, 2007, September 1, 2014 and July 1, 2015 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code sections 20460.1, 20469.1, subdivision (b), and 71624, this contract is hereby amended to add the Trial Court of Yuba County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after the implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

A. Paragraphs 1 through 14 are hereby stricken from said contract as executed effective July 1, 2015, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members and age 57 for new local safety members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after February 1, 1960 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. County Peace Officers (included as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **FIREFIGHTERS.**
6. As of November 1, 1972 and prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to September 30, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).

11. Public Agency elected and elects to be subject to the following optional provisions:

- a. Section 20042 (One-Year Final Compensation) for classic members only.
- b. Section 21573 (Third Level of 1959 Survivor Benefits).
- c. Section 20965 (Credit for Unused Sick Leave).
- d. Section 21024 (Military Service Credit as Public Service).
- e. Section 21548 (Pre-Retirement Option 2W Death Benefit) for local miscellaneous members and for service credit accumulated on and after September 1, 2014 for local safety members.
- f. Section 20438 ("County Peace Officer" shall include probation officers, deputy and assistant probation officers, juvenile hall employees, and persons employed as peace officers pursuant to Section 830.5 of the Penal Code as described in Government Code Section 20438).
- g. Section 20516 (Employees Sharing Additional Cost):

From and after July 1, 2015 and until the effective date of this amendment to contract, .824% for local miscellaneous members in the Yuba County Employees' Association and the Non-Represented Group.

From and after the effective date of this amendment to contract, 1.194% for local miscellaneous members in the Yuba County Employees' Association and the Non-Represented Group.

From and after the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Deputy District Attorney Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

12. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on October 1, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
13. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
14. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
15. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

16. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS
COUNTY OF YUBA

BY _____
RENEE OSTRANDER, CHIEF
EMPLOYER ACCOUNT MANAGEMENT DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDENTIAL OFFICER

Witness Date _____

Attest:

Clerk _____

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Employer Account Management Division
Retirement and Social Security Contracts Unit
P.O. Box 942709
Sacramento, CA 94229-2709
(888) CalPERS (225-7377)

(195-0516) Ordin... - 12 of 12

CERTIFICATION OF GOVERNING BODY'S ACTION

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the

_____ of the
(governing body)

(public agency)

on _____.
(date)

Clerk/Secretary

Title

DST_1012362

The County of Yuba

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



(211-0516) Final... - 1 of 24

May 3, 2016

Board of Supervisors
County of Yuba
915 8th Street Suite 109
Marysville CA 95901

Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the year(s) specified:

WHEATLAND CEMETERY DISTRICT

JUNE 30, 2014

Yours truly,

C. Richard Eberle
Auditor-Controller

CRE/kmd
Electronically Filed Copy

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**WHEATLAND CEMETERY DISTRICT
FINANCIAL STATEMENTS
JUNE 30, 2014**

**WHEATLAND CEMETERY DISTRICT
JUNE 30, 2014
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P.O. Box 160
Lincoln, CA 95648
Office (916) 434-1662
Fax (916) 434-1090

INDEPENDENT AUDITOR'S REPORT

To the Members of the Board of Directors
Wheatland Cemetery District
Wheatland, California

We have audited the accompanying financial statements of the governmental activities and each major fund of Wheatland Cemetery District (District), as of and for the year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Wheatland Cemetery District, as of June 30, 2014, and the respective changes in financial position and, where applicable, for the year then ended in accordance with accounting principles generally accepted in the United States of America and with the California State Controller's Minimum Audit Requirements and Reporting Guidelines for Special Districts.

Other Matters*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3-5 and 15 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Jensen Smith
Certified Public Accountants, Inc.
Lincoln, California
January 26, 2016

**WHEATLAND CEMETERY DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2014**

(211-0516) Final... - 7 of 24

Our discussion and analysis of Wheatland Cemetery District's (hereafter referred to as the District) financial performance provides an overview of the District's financial activities for the fiscal year ended June 30, 2014.

FINANCIAL HIGHLIGHTS

The financial statements included in this report provide insight into the financial status for the year.

Governmental Funds Statement Highlights:

- The District's assets exceeded its liabilities by \$171,259 (fund balance) at June 30, 2014. This is an increase of \$22,148 from last year.

- During the year, the effects of the District's activities can be summarized as follows:

<u>Governmental Fund Activities</u>		<u>Government-wide Activities</u>	
Revenues	\$107,755	Revenues	\$107,755
Expenditures	<u>85,607</u>	Expenditures	<u>86,520</u>
Surplus (Deficit)	\$ <u>22,148</u>	Surplus (Deficit)	\$ <u>21,235</u>

For governmental fund activities, this was an overall increase in the surplus of \$22,148. For the government-wide activities this was an overall increase in the surplus of \$21,235.

- Resources available for appropriation, which includes the prior year's ending unreserved fund balance plus the current change in the unassigned fund balance, for governmental activities was \$72,464.

Using this Annual Report - Overview of the Financial Statements

This report consists of two combined financial statements. The Governmental Funds Balance Sheet/Statement of Net Position and the Statement of Revenues, Expenditures and Changes in Fund Balances/Statement of Activities (Pages 6 and 7) illustrate how the governmental type activities were financed in the short term, as well as what remains for future spending. The columns of these statements titled Statement of Net Position and Statement of Activities provide information about the financial activities of the District as a whole and a longer view of the District's finances.

Government-wide Financial Statements and Fund Financial Statements

The District has two governmental funds: a General Fund that is its operating fund and an Endowment Fund used to account for deposits to the Endowment Care Trust Fund. This endowment fund was authorized under Section 8890 of the State Health and Safety Code and is established to provide perpetual care of cemetery plots.

The government-wide financial statements and the fund financial statements have been combined. The government-wide information is included in the columns Statement of Net Position and Statement of Activities, on pages 6 and 7, and is designed to provide readers with a broad overview of the District as a whole and about its activities for the current period. They include all assets and liabilities using the accrual basis of accounting, which is similar to the

accounting methods used in the private sector. In this method, all of the current year's revenues and expenses are taken into account regardless of when cash is paid or received.

The fund financial statement information is included in the columns General, Endowment and Total. This information focuses on how money flows into and out of the fund and the balance left at period end that is available for spending. The fund is reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund information provides a detailed short-term view of the District's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer resources that can be spent in the near future. At June 30, 2014, the differences between the governmental activities (government-wide information) and governmental funds (fund information) represent compensated absences activity, capitalized assets and depreciation on those assets.

The District's Funds - Governmental Funds

The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, the unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The general fund is the chief operating fund of the District. At the end of the twelve-month period ended June 30, 2014, the unassigned balance of the general fund was \$72,464. This amount constitutes a balance that is available for spending at the District's discretion. At June 30, 2014, the restricted fund balance was \$98,795. As described above, this restricted fund balance is reserved for the perpetual care of the cemetery plots.

As the District completed the year, its governmental funds reported an overall ending fund balance of \$171,259.

BUDGET

The District adopts a preliminary budget each year at its monthly board meeting in May. The final budget is adopted at the quarterly meeting in September. The District budgets for expenditures, but does not prepare a budget for revenues. For fiscal year 2013-2014 the preliminary budget was adopted at \$92,919 for expenditures, and no changes to the budget were made during the year. Actual expenditures for fiscal year 2013-2014 were \$85,607. See page 15 for the budget to actual comparison.

FIXED ASSETS AND DEPRECIATION

At the end of the fiscal year, the District had \$68,755 invested in capital assets, net of accumulated depreciation.

This total is further broken down into the following categories:

Buildings, Structures, & Improvements	\$ 90,030
Equipment	\$ 40,685
Less Accumulated Depreciation	(\$ 64,960)

More detailed information about the District's capital assets is presented in Note 5 of the financial statements.

FUND CASH BALANCES

The majority of the District's funds are held on deposit with the County of Yuba. Interest generated by these funds is automatically deposited in the account.

The District's general operating cash account showed an increase of \$11,801. The endowment cash account showed an increase of \$8,181 during the fiscal year. The balances for each of these accounts at June 30, 2014 were \$68,056 and \$98,795, respectively.

ECONOMIC FACTORS AND NEXT YEARS BUDGET

The District expects no significant changes in economic factors that would affect revenue in the upcoming year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. Any questions about this report or requests for additional information may be directed to Holly Welch, District Manager, P.O. Box 214, Wheatland, California 95962.

WHEATLAND CEMETERY DISTRICT

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GOVERNMENTAL FUNDS BALANCE SHEET/STATEMENT OF NET POSITION

JUNE 30, 2014

	GOVERNMENTAL FUNDS				Statement of
	General	Endowment	Total	Adjustments	Net Position
<u>Assets:</u>					
Cash in County Investment Pool	\$ 68,056	\$ 98,795	\$ 166,851	\$ -	\$ 166,851
Cash in Banks	9,913	-	9,913	-	9,913
Interest Receivable	-	-	-	-	-
Capital Assets - net of accumulated depreciation	-	-	-	68,755	(1) 68,755
Total Assets	<u>\$ 77,969</u>	<u>\$ 98,795</u>	<u>\$ 176,764</u>	<u>68,755</u>	<u>245,519</u>
<u>Liabilities & Fund Balances</u>					
<u>Liabilities:</u>					
Accounts Payable	\$ 3,624	\$ -	\$ 3,624	-	3,624
Payroll & Payroll Taxes Payable	1,881	-	1,881	-	1,881
Total Liabilities	<u>5,505</u>	<u>-</u>	<u>5,505</u>	<u>-</u>	<u>5,505</u>
<u>Fund Balances:</u>					
Unassigned	72,464	-	72,464	(72,464)	-
Restricted	-	98,795	98,795	(98,795)	-
Total Fund Balances	<u>72,464</u>	<u>98,795</u>	<u>171,259</u>	<u>(171,259)</u>	<u>-</u>
Total Liabilities & Fund Balances	<u>\$ 77,969</u>	<u>\$ 98,795</u>	<u>\$ 176,764</u>	<u>(171,259)</u>	<u>5,505</u>
<u>Net Position:</u>					
Invested in Capital Assets - net of accumulated depreciation				68,755	68,755
Unrestricted				72,464	72,464
Restricted				98,795	98,795
Total Net Position				<u>\$ 240,014</u>	<u>\$ 240,014</u>

- (1) Capital assets used in the governmental activities are not financial resources and therefore are not reported in the governmental funds activities.

See accompanying notes to financial statements.

WHEATLAND CEMETERY DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES/ STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2014

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	GOVERNMENTAL FUNDS				Statement of
	General	Endowment	Total	Adjustments	Activities
Revenues:					
Taxes	\$ 85,803	\$ -	\$ 85,803	\$ -	\$ 85,803
Interest	258	583	841	-	841
Charges for Services	13,711	7,400	21,111	-	21,111
Total Revenues	<u>99,772</u>	<u>7,983</u>	<u>107,755</u>	<u>-</u>	<u>107,755</u>
Expenditures:					
Current General Governmental:					
Salaries and Benefits	22,159	-	22,159	(1,170) (3)	20,989
Payroll Taxes	5,296	-	5,296	-	5,296
Insurance	3,160	-	3,160	-	3,160
Maintenance - Equipment	-	-	-	-	-
Maintenance - Grounds	7,274	-	7,274	-	7,274
Landscape Contractors	27,100	-	27,100	-	27,100
Office Supplies	1,012	-	1,012	-	1,012
Professional Fees	6,756	-	6,756	-	6,756
Special District Expense	2,760	-	2,760	-	2,760
Transportation	970	-	970	-	970
Utilities	3,379	-	3,379	-	3,379
Mileage Reimbursement	1,599	-	1,599	-	1,599
Capital Outlay	4,142	-	4,142	(4,142) (1)	-
Depreciation	-	-	-	6,225 (2)	6,225
Total Expenditures	<u>85,607</u>	<u>-</u>	<u>85,607</u>	<u>913</u>	<u>86,520</u>
Excess (Deficiency) of Revenues over Expenditures	14,165	7,983	22,148	22,148	-
Change in Net Assets				21,235	21,235
Fund Balances/Net Assets:					
Beginning of the year	58,299	90,812	149,111		218,779
End of the year	<u>\$ 72,464</u>	<u>\$ 98,795</u>	<u>\$ 171,259</u>		<u>\$ 240,014</u>

- (1) Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is capitalized as fixed assets.
- (2) Depreciation is an expense reported in the statement of activities that does not require the use of current financial resources and therefore is not reported as an expenditure in the governmental funds activities.
- (3) Compensated absences payable to the District's governmental activities are not due and payable in the current period and accordingly are not reported as a fund liability.

See accompanying notes to financial statements.

**WHEATLAND CEMETERY DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014**

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NOTE 1 – NATURE OF THE ORGANIZATION

Description of the Organization

The Wheatland Cemetery District (the District) is a special district appointed by the State of California and formed under Section 8900 of the Health and Safety Code. The District sells plots and provides internment services to District residents as well as non-residents meeting special criteria. The District also collects endowment care deposits to provide for future funding of cemetery care.

The District's primary source of revenue is property taxes collected by Yuba County. The Yuba County Treasurer maintains the District's funds and disburses these funds at the direction of the District's Board of Directors. Yuba County also maintains the District's accounting records.

The District is administered by a Board of Directors that acts as the authoritative and legislative body of the entity. The Board is comprised of three board members. Board members do not receive compensation for travel and attendance at board meetings. The District employs a salaried District Manager and Administrative Assistant to oversee the daily operations of the District.

NOTE 2 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Accounting

Government-wide and Fund Financial Statements

The District has two governmental funds; a General Fund and an Endowment Fund and therefore combined the government-wide and fund financial statements. The government-wide financial statements information (i.e., the statement of net position and the statement of activities) reports on the primary government (District) as a whole.

The General Fund is used to account for all financial resources except those required to be accounted for in another fund. The Endowment Fund is used to account for payments to the Endowment Care Fund. A fee is charged for each burial right sold by the District. The principal amounts of the fund may not be expended, but the earnings of the fund may be expended for the perpetual care of burial plots.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements by the provider have been met.

**WHEATLAND CEMETERY DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014**

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NOTE 2 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Measurement Focus, Basis of Accounting, and Financial Statement Presentation-continued

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose the District considers revenues to be available if they are collected within sixty days after the end of the current fiscal year. Expenditures generally are recorded when a liability is incurred as under accrual accounting.

Fund Accounting

The District uses funds to maintain its financial records during the year. At June 30, 2014, the District had two governmental funds as described above. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts.

Governmental Funds

Governmental funds are those through which most governmental functions typically are transacted. Governmental fund reporting focuses on the sources, uses and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance.

Fund Balances

The Governmental Accounting Standards Board (GASB) Statement No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions* (GASB 54) defines the different types of fund balances that a governmental entity must use for financial reporting purposes. GASB 54 requires the fund balance amounts to be properly reported within one of the fund balance categories as noted below.

- **Nonspendable –**

This category includes elements of the fund balance that cannot be spent because of their form, or because they must be maintained intact. For example:

- Assets that will never convert to cash, such as prepaid items and inventories of supplies;
- Assets that will not convert to cash soon enough to affect the current period, such as non-financial assets held for resale; or
- Resources that must be held intact pursuant to legal or contractual requirements, such as revolving loan fund capital or the principal of an endowment.

**WHEATLAND CEMETERY DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014**

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NOTE 2 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Fund Balances - Continued

- **Restricted –**

This category includes resources that are subject to constraints that are externally enforceable legal restrictions. Examples include:

- Funding from the state, federal entities, or foundations that are legally restricted to specific uses. For example, funds advanced by a federal entity under specific agreements for services, or matching funds for specific initiatives.
- Funds legally restricted by county, state, or federal legislature, or a government's charter or constitution.
- Amounts collected from non-spendable items, such as the long term portion of loan outstanding, if those amounts are also subject to legal constraints.
- Funding that has been designated for legally enforceable contracts but not yet spent.

At June 30, 2014, the District had a restricted fund balance of \$98,795.

- **Committed –**

Two criteria determine the District's fund balance:

1. Use of funds is constrained by limits imposed by the government's highest level of decision making. The highest level of decision making for the District would be the Board of Directors.
2. Removal or modification of use of funds can be accomplished only by formal action of the authority (i.e., Board of Directors) that established the constraints.

Both commitments and modifications or removal must occur prior to the end of reporting period; that is, the fiscal year being reported upon.

- **Assigned –**

The assigned portion of the fund balance reflects the District's intended use of resources, which is established either by the Board of Directors, a body created by the Board, such as a finance committee, or an official designated by the Board. The "assigned" component is similar to the "committed" component, with two essential differences, shown in the following table:

**WHEATLAND CEMETERY DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014**

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NOTE 2 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Fund Balances - Continued

- **Assigned – continued**

Key Differences Between Committed and Assigned Fund Balance		
	Committed	Assigned
A decision to use funds for a specific purpose requires action of the Board of Directors	Yes	No
Formal action of the Board of Directors is necessary to impose, remove or modify this constraint and formal action has taken place before end of reporting period	Yes	No

Another key difference is that the purpose of the assignment must be narrower than the fund itself. Resources that fit into this category include:

- Appropriation of a portion of existing fund balance sufficient to eliminate a projected deficit in the subsequent year's budget.
- Resources assigned to a specific program or project or organization for which the District has approved a plan or budget
- Resources approved by the District for a long range financial plan where formal approval is not required to modify the amount.

- **Unassigned –**

This category includes the fund balance that cannot be classified into any of the other categories.

If situations arise where there is a possibility of assignment into more than one category, the committed amount will be reduced first, followed by assigned amounts and then unassigned amounts.

Fixed Assets

Purchased fixed assets are capitalized at historical cost. Donated fixed assets are recorded as contributions at their estimated fair market value. Such donations are recorded as unrestricted unless the donor has restricted the donated asset to a specific purpose. Maintenance and repairs are expensed when incurred, while betterments are capitalized and depreciated.

Depreciation is computed on the straight-line method over the estimated useful lives of the related assets.

As of June 30, 2014, the District had capital assets net of accumulated depreciation of \$68,755.

**WHEATLAND CEMETERY DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014**

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NOTE 2 –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Cash

Most of the District's cash at June 30, 2014 is pooled for investment purposes and held by Yuba County. Interest is apportioned to the District based on the average daily balance on deposit with the County of Yuba.

Budget

The Board provides for a budget for the general fund for the fiscal year from which operational expenditures are made during the year. It includes proposed annual expenditures; however, it is not required to adopt a budget for revenues.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 3 – SPECIAL TAX COLLECTIONS

Taxes are levied on November 1 of the fiscal year and can be paid in two equal installments. The first and second installments are due November 1 and February 1, respectively, and are considered delinquent if not paid before the close of business on December 10 and April 10, respectively. After June 30, delinquent taxes are in tax default and a property lien attaches to the secured property the following fiscal year on March 1. Tax default property can be sold after five years.

NOTE 4 – CREDIT RISK, CARRYING VALUE AND MARKET VALUE OF INVESTMENTS

Most cash at June 30, 2014 is pooled for investment purposes and held by Yuba County. Interest is apportioned based on the average daily balances on deposit with the County of Yuba. The Yuba County Treasury is an external investment pool for the District and the District is considered an involuntary participant.

The investments made by the Treasurer are regulated by the California Government Code and by the County's investment policy. Investments are monitored by the Treasury Oversight Committee established by the County in accordance with Article 6 Section 27131 of the California Government Code. The oversight committee and the Board of Supervisors review and approve the investment policy annually.

**WHEATLAND CEMETERY DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014**

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NOTE 4 – CREDIT RISK, CARRYING VALUE AND MARKET VALUE OF INVESTMENTS – continued

The District adopted Governmental Accounting Standards Board (GASB) Statement No. 31 *Accounting for Financial Reporting and Certain Investments and for External Investment Pools* in 1998. This statement requires investments be carried at fair value if the difference between carrying value and fair value is material. Fair value is based on quoted market prices.

The District does not own any specific identifiable investments in the pool. Information regarding categorization of cash and investments held in the County can be found in the County of Yuba's financial statements.

The District's carrying amount and fair value of investments at June 30, 2014 is as follows:

	Carrying Amount	Fair Value	Difference
Cash and Pooled Investments:			
Yuba County - Unrestricted	\$ 68,056	\$ 68,117	(\$ 61.00)
Yuba County – Restricted	98,795	98,884	(\$ 89.00)
	<u>\$ 166,851</u>	<u>\$ 167,001</u>	<u>(\$ 150.00)</u>

There was a \$150 difference between the carrying value and the fair value of cash and investments in the District's financial statements; this amount is immaterial to the financial statements as a whole, and an adjustment to fair value was not needed for GASB 31 compliance.

NOTE 5 – CHANGES IN FIXED ASSETS

The following is a summary of changes in the general fixed asset account group:

<u>Description</u>	<u>June 30, 2013</u>	<u>Additions</u>	<u>Deletions</u>	<u>June 30, 2014</u>
Buildings, Structures, & Improvements	\$ 88,888	\$ 4,142	\$ -	\$ 93,030
Equipment	40,685	-	-	40,685
Total Capital Assets	129,573	4,142	-	133,715
Less: Accumulated Depreciation	(58,735)	(6,225)	-	(64,960)
Total Capital Assets-				
Net of Accumulated Depreciation	<u>\$ 70,838</u>	<u>\$ (2,083)</u>	<u>\$ -</u>	<u>\$ 68,755</u>

Depreciation expense for the fiscal year ended June 30, 2014 was \$6,225.

Governmental Accounting Standards Board pronouncement number 34 (GASB 34) requires governmental entities to capitalize all fixed assets. GASB 34 became effective beginning with the financial statements ended June 30, 2004. The District has capitalized all assets except for the land that was donated at the inception of the Cemetery District in the pioneer days of California. The land was donated for the restricted use of the Cemetery District and burial. The District was unable to ascertain the value at the time of the donation considering the restrictions on use and time period in which the land was donated. Therefore, the land has not been recorded in the financial statements of the District.

**WHEATLAND CEMETERY DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2014**

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NOTE 6 – SUBSEQUENT EVENTS

Events subsequent to June 30, 2014 have been evaluated through January 26, 2016, the date at which the District's audited financial statements were available to be issued. No events requiring disclosure have occurred through this date.

REQUIRED SUPPLEMENTARY INFORMATION

WHEATLAND CEMETERY DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL (NON-GAAP BUDGETARY BASIS)

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GENERAL FUND
JUNE 30, 2014

	Original and Final Budget	Actual	Variance with Final Budget Over (Under)
Revenues			
Taxes	\$ 85,803	\$ 85,803	\$ -
Interest	258	258	-
Charges for Services	-	13,711	13,711
Total Revenue	<u>86,061</u>	<u>99,772</u>	<u>13,711</u>
Expenditures			
Salaries and Benefits	29,000	22,159	(6,841)
Payroll Taxes	4,769	5,296	527
Miscellaneous Maintenance	1,000	-	(1,000)
Insurance	4,000	3,160	(840)
Maintenance - Grounds	1,000	7,274	6,274
Landscape Contractors	32,000	27,100	(4,900)
Office Supplies	1,000	1,012	12
Professional Fees	6,500	6,756	256
Small Tools & Improvements	800	-	(800)
Special District Expense	2,000	2,760	760
Transportation	-	970	970
Utilities	5,500	3,379	(2,121)
Mileage Reimbursement	1,500	1,599	99
Capital Outlay	3,850	4,142	292
Total Expenditures	<u>92,919</u>	<u>85,607</u>	<u>(7,312)</u>
Excess of Revenues Over (Under) Expenditures and Other Uses	<u>\$ (6,858)</u>	<u>\$ 14,165</u>	<u>\$ (21,023)</u>

There were no differences to reconcile the budget basis financial statements and the GAAP basis financial statements, therefore no reconciliation is shown.

See independent auditor's report and notes to financial statements.

P.O. Box 160
Lincoln, CA 95648
Office (916) 434-1662
Fax (916) 434-1090

Communication of Significant Deficiencies and Material Weaknesses

To Board of Directors and Management of
Wheatland Cemetery District
Wheatland, California

In planning and performing our audit of the financial statements of the governmental activities and each major fund of Wheatland Cemetery District (the District) as of and for the year ended June 30, 2014, in accordance with auditing standards generally accepted in the United States of America, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified a deficiency in internal control that we consider to be a material weakness.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the following deficiency in internal control to be a material weakness:

14-01 Reliance upon Auditor for Generally Accepted Accounting Principles **(Uncorrected from prior year)**

Condition: To assure compliance with generally accepted accounting principles, management relies on the auditor to recommend footnote disclosures for the financial statements and to suggest for approval the adjusting entries to convert the District's financial statements from the cash basis of accounting to the accrual basis of accounting.

Criteria: Auditing standards state that the auditor may not be part of the District's internal control system. Someone from within the District must be knowledgeable in generally accepted accounting principles and capable of preparing financial statements in conformity with generally accepted accounting principles.

Cause: The District does not have either an employee educated in generally accepted accounting principles or an accounting firm engaged to prepare full-disclosure financial statements in conformity with generally accepted accounting principles.

Effect: Unknown

Recommendation: Whenever financial statements are required to be issued prior to the audit, we recommend that Management consider the cost benefit of hiring an accountant familiar with generally accepted accounting principles or hiring an independent CPA firm to compile financial statements in conformity with generally accepted accounting principles.

Response: The District does not have the financial resources to hire an accountant trained in generally accepted accounting principles and does not see a cost benefit to having its financial statements compiled by such an accountant prior to the annual audit. The District will continue to rely on the auditor to suggest the journal entries and footnote disclosures as part of the audit process. The District understands that without professional assistance it might release financial statements which would not be in conformity with generally accepted accounting principles and will seek such assistance should it need to issue financial statements to a third party prior to the audit of those financial statements.

This communication is intended solely for the information and use of management Board of Directors, and others within Wheatland Cemetery District, and is not intended to be, and should not be, used by anyone other than these specified parties.



Jensen Smith
Certified Public Accountants, Inc.
Lincoln, California
January 26, 2016

P.O. Box 160
Lincoln, CA 95648
Office (916) 434-1662
Fax (916) 434-1090

January 26, 2016

To Board of Directors and Management of
Wheatland Cemetery District
Wheatland, California

Dear Ladies and Gentlemen,

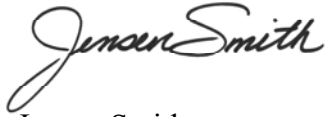
In planning and performing our audit of the financial statements of Wheatland Cemetery District (the District) for the year ended June 30, 2014, we considered the District's internal controls in order to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on internal control.

However, during our audits, we may come upon items that do not rise to the level of "findings" but should be considered and/or corrected to ensure maximum operating efficiency and compliance. We reported on the District's internal control in the preceding letter. This letter does not affect our reports dated January 26, 2016, on the financial statements or internal control of the District.

- **Clerical errors in client prepared General Ledger**
We noticed several arithmetic errors in the general ledger excel worksheets. We recommend that you review the worksheets after preparation to ensure that all of the data was captured.
- **Monthly reconciliation needed for Umpqua bank account**
The Umpqua bank statements should be reconciled monthly. This will help ensure that any difference between book balance and bank balance is accounted for.
- **Cash Disbursement Documentation**
During our audit, we found that some paid invoices were missing from records provided by the District. Best business practices dictate that financial records, including invoices, be maintained and retrievable.
- **Employee approval on paystub**
During our testing of personnel expenses, we noted that paystubs were not signed by the employee. We recommend that paystubs include the employee's signed approval of the hours worked and mileage amount reimbursed by the District.

As always, feel free to contact us if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Jensen Smith". The signature is written in a cursive, flowing style.

Jensen Smith
Certified Public Accountants, Inc.
Lincoln, California

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
Huntington Beach
Vacant, Member
Vacant, Member

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Mike (212-0516) Four ... - 1 of 31

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Fish and Game Commission



Wildlife Heritage and Conservation
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Clerk/Board of Supervisors

May 4, 2016

TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a Notice of Findings regarding fisher (*Pekania*) which will be published in the California Regulatory Notice Register on May 6, 2016.

Sincerely,

Sheri Tiemann
Associate Governmental Program Analyst

Attachment

NOTICE OF FINDINGS

Fisher

(Pekania [formerly Martes] pennanti)

NOTICE IS HEREBY GIVEN that the California Fish and Game Commission (Commission), at its meeting in Fortuna, California on August 5, 2015, made a finding pursuant to Fish and Game Code Section 2075.5, in response to a petition requesting that the Commission add the fisher (*Pekania [formerly Martes] pennanti*) to the list of threatened or endangered species under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.). The Commission made the finding that listing the Southern Sierra Nevada Evolutionarily Significant Unit (ESU) as threatened is warranted, and that listing the Northern California ESU is not warranted. (See also Cal. Code Regs., tit. 14, § 670.1, subd. (i).)

I. Background and Procedural History

Petition History

On January 23, 2008, the Commission received the "Petition to List the Pacific fisher (*Martes pennanti*) as an Endangered or Threatened Species under the California Endangered Species Act" (January 22, 2008; hereafter, the Petition), as submitted by the Center for Biological Diversity (Petitioner). Commission staff transmitted the Petition to the Department of Fish and Wildlife (Department) pursuant to Fish and Game Code Section 2073 on January 31, 2008, and the Commission published formal notice of receipt of the Petition on February 11, 2008 (Cal. Reg. Notice Register 2008, No. 8-Z, p. 275). After evaluating the Petition and other relevant information the Department possessed or received, the Department determined that based on the information in the Petition, there was not sufficient scientific information to indicate that the petitioned action may be warranted, and recommended the Commission reject the Petition. On August 7, 2008, the Commission voted to reject the Petition. On February 5, 2009, the Commission voted to delay the adoption of findings ratifying its August 2008 decision, indicating it would reconsider its earlier action at the next Commission meeting. On March 4, 2009, the Commission set aside its August 2008 determination rejecting the Petition, and instead voted to accept the Petition and initiate a review of the species' status in California. Upon publication of the Commission's notice of determination, the fisher was designated a candidate species on April 24, 2009 (Cal. Reg. Notice Register 2009, No. 17-Z, p. 609).

Following the Commission's designation of the fisher as a candidate species, the Department notified affected and interested parties and solicited data and comments on the petitioned action pursuant to Fish and Game Code Section 2074.4. (see also Cal.

Code Regs., tit. 14, § 670.1(f)(2).) Subsequently, the Department commenced its review of the status of the species. On March 1, 2010 the Department Director delivered a status review to the Commission pursuant to Fish and Game Code Section 2074.6, including a recommendation that, based upon the best scientific information available to the Department, the petitioned action is not warranted.

On April 7, 2010, at its meeting in Monterey, California, the Commission took up consideration of the Petition and received public testimony on the matter. However, in an effort to fully consider comments related to an earlier draft of the Department's status review that the Department released for peer review beginning on January 23, 2010 (Peer Review Draft), the Commission voted to table consideration as to whether the petitioned action is warranted until it could receive additional testimony at its May meeting in Stockton, California.

The Department provided public notice soliciting additional scientific review and related public input until May 28, 2010, regarding the Department's Status review and the related peer review effort. The Department briefed the Commission on May 20, 2010, regarding additional scientific and public review, and on May 25, 2010, the Department released the Peer Review Draft to the public. On June 9, 2010, the Commission received from the Department a memorandum and related table summarizing, evaluating, and responding to the additional scientific input regarding the Status Review and related peer review effort.

The Commission received additional public and Department testimony at the June 23, 2010 meeting in Folsom, California, and voted that designating fisher as an endangered or threatened species under CESA was not warranted, adopting related findings at the September 15, 2010 meeting in Sacramento, California, and publishing notice of the decision on October 1, 2010. (Cal. Reg. Notice Register 2010, No. 40-Z, pp. 1601-1610.)

Petitioner brought a legal challenge and *Center for Biological Diversity v. California Fish and Game Commission, et al.* was heard in San Francisco Superior Court on April 24, 2012. (Super. Ct. San Francisco County, 2012, No. CGC-10-505205.) On July 20, 2012, Judge Kahn signed an order requiring the Department to solicit independent peer review of the Department's Status Report and listing recommendation, and also requiring the Commission to set aside its findings and reconsider its decision. Consistent with that order, the Commission, at its November 7, 2012 meeting in Los Angeles, California, set aside its September 15, 2010 finding that listing the fisher as threatened or endangered was not warranted. (Cal. Reg. Notice Register 2013, No. 12-Z, pp. 487-488.) Having provided related notice, the fisher once again became a candidate species under CESA. In September 2012, following notice of entry of

judgment, the Department reinitiated a status review of fisher pursuant to the court's order.

On June 8, 2015 the Commission received a second status review of fisher from the Department Director pursuant to Fish and Game Code Section 2074.6, which designated fishers inhabiting portions of northern California and the southern Sierra Nevada as separate Evolutionarily Significant Units (ESUs). The boundaries of each ESU represent the Department's assessment of the current range of fishers in California. The status review included graphical representations of the ESUs. The Northern California Evolutionarily Significant Unit (NC ESU) consists of those fisher that occur within California in the Klamath Mountains, Coast Range, southern Cascades, and northern Sierra Nevada. The Southern Sierra Nevada Evolutionarily Significant Unit (SSN ESU) consists of those fisher that occur within California south of the Merced River.

The use of ESUs by the Department to evaluate the status of species pursuant to CESA is supported by the 2007 determination by California's Third District Court of Appeal in *California Forestry Ass'n v. Fish and Game Commission* (156 Cal.App.4th 1535, 1547-1548) that the term "species or subspecies" as used in CESA (Fish & G. Code, §§ 2062 and 2067) includes Evolutionarily Significant Units. To be considered an ESU, a population must meet two criteria: 1) it must be reproductively isolated from other conspecific (i.e., same species) population units, and 2) it must represent an important component of the evolutionary legacy of the species (Waples 1991). The status review determined that the two ESUs were separated by a distance that equated to more than 4 times the maximum dispersal distance reported for fishers. The status review also determined that maintenance of populations that are geographically widespread and genetically diverse is important because they may consist of individuals capable of exploiting a broader range of habitats and resources than less spatially or genetically diverse populations.

On August 5, 2015, at its meeting in Fortuna, California, the Commission took up consideration of the Petition and received public testimony on the matter, then voted to add the SSN ESU of fisher to the list of threatened species, while finding that the petitioned action as to the NC ESU is not warranted.

Species Description

The fisher is a member of the order Carnivora, family Mustelidae. Fishers have a slender weasel-like body with relatively short legs and a long well-furred tail (Douglas and Strickland 1987:511). Though they often appear uniformly black from a distance, they are generally dark brown over most of their bodies with white or cream patches distributed on their undersurfaces (Powell 1993). Throughout their range, adult female

fishers typically weigh between 4.4 and 5.5 pounds (2-2.5kg), and measure 28 to 34 inches (75-95cm) in total length. Adult males, which are generally much larger than females, vary in weight from 7.7 to 12.1 pounds (3.5-5.5kg), and in total length from 35 to 47 inches (90-120cm). Fishers are generalist predators and consume a wide variety of prey, as well as carrion, plant matter, and fungi (Powell 1993:10). Studies indicate that fishers in California appear to consume a greater diversity of prey than elsewhere in western North America (Zielinski and Duncan 2004; Golightly et al. 2006; Lofroth et al. 2010). Across their range, fisher prey predominantly on the largest mammals they can consistently catch (e.g., porcupines, snowshoe hares, gray squirrels, carrion). Predation from bobcats, mountain lions, and coyotes appears to be the most significant cause of mortality for fishers in California (Wengert et al. 2014). The relationships between fishers and other carnivores where their ranges overlap are not well understood, however, throughout their range, fishers potentially compete with a variety of other carnivores including coyotes, foxes, bobcats, lynx, American martens, weasels, and wolverines (Lofroth et al. 2010:10; Powell and Zielinski 1994; Campbell 2004).

Federal Status

The fisher is considered a sensitive species by the United States Forest Service and the Bureau of Land Management. A sensitive species is a plant or animal species identified by a Regional Forester for which population viability is a concern based on significant current or predicted downward trends in its numbers, density, or habitat capability that reduce its existing distribution (USDA Forest Service n.d.).

On December 5, 2000, the United States Fish and Wildlife Service (USFWS) received a petition from the Center for Biological Diversity and other groups to add the Distinct Population Segment of the fisher that includes portions of California, Oregon, and Washington (West Coast DPS), to the list of endangered species pursuant to the Federal Endangered Species Act of 1973 (16 U.S.C. § 1531 *et seq.*) (ESA), and to concurrently designate critical habitat for this DPS. On April 8, 2004, the USFWS published a 12-month status review (69 FR 18769) finding that the West Coast DPS of fisher warranted listing, but was precluded by higher priority actions and through this finding added the fisher to the federal candidate species list. On October 7, 2014, the USFWS published its proposal to list the West Coast DPS of fisher as a threatened species. As a federal candidate species, fishers receive no statutory protection under the ESA. The USFWS is scheduled to make a listing decision on the West Coast DPS of fisher on April 7, 2016.

II. STATUTORY AND LEGAL FRAMEWORK

The Commission, as established by the California Constitution, has exclusive statutory authority under California law to designate endangered, threatened, and candidate species under CESA. (Cal. Const., art. IV, § 20, subd. (b); Fish & G. Code, § 2070.) The CESA listing process for fisher began in the present case with the Petitioners' submittal of the Petition to the Commission on January 23, 2008. Pursuant to FGC Section 2073, on January 31, 2008 the Commission transmitted the petition to the Department for review pursuant to FGC Section 2073.5. The regulatory and legal process that ensued is described in some detail in the preceding section above, along with related references to the FGC and controlling regulation. The CESA listing process generally is also described in some detail in published appellate case law in California, including:

- *Mountain Lion Foundation v. California Fish and Game Commission* (1997) 16 Cal.4th 105, 114-116;
- *California Forestry Association v. California Fish and Game Commission* (2007) 156 Cal.App.4th 1535, 1541-1542;
- *Center for Biological Diversity v. California Fish and Game Commission* (2008) 166 Cal.App.4th 597, 600; and
- *Natural Resources Defense Council v. California Fish and Game Commission* (1994) 28 Cal.App.4th 1104, 1111-1116.

The "is warranted" determination at issue here for fisher stems from Commission obligations established by FGC Section 2075.5. Under this provision, the Commission is required to make one of two findings for a candidate species at the end of the CESA listing process; namely, whether the petitioned action is warranted or is not warranted. Here, with respect to the SSN ESU of fisher, the Commission made the finding under section 2075.5(a)(2) that the petitioned action is warranted. With respect to the NC ESU of fisher, the Commission made the finding under Section 2075.5(a)(1) that the petitioned action is not warranted.

The Commission was guided in making these determinations by statutory provisions and other controlling law. The Fish and Game Code, for example, defines an endangered species under CESA as "a native species or subspecies of a bird, mammal, fish, amphibian, reptile or plant which is in serious danger of becoming extinct throughout all, or a significant portion, of its range due to one or more causes, including loss of habitat, change in habitat, over exploitation, predation, competition, or disease." (Fish & G. Code, § 2062.) Similarly, the Fish and Game Code defines a threatened species under CESA as "a native species or subspecies of a bird, mammal, fish, amphibian, reptile or plant that, although not presently threatened with extinction, is likely to become an endangered species in the foreseeable future in the absence of the special protection and management efforts required by this chapter." (*Id.*, § 2067.)

The Commission also considered Title 14, Section 670.1, subdivision (i)(1)(A), of the California Code of Regulations in making its determination regarding fisher. This provision provides, in pertinent part, that a species shall be listed as endangered or threatened under CESA if the Commission determines that the species' continued existence is in serious danger or is threatened by any one or any combination of the following factors:

1. Present or threatened modification or destruction of its habitat;
2. Overexploitation;
3. Predation;
4. Competition;
5. Disease; or
6. Other natural occurrences or human-related activities.

Fish and Game Code section 2070 provides similar guidance. This section provides that the Commission shall add or remove species from the list of endangered and threatened species under CESA only upon receipt of sufficient scientific information that the action is warranted. Similarly, CESA provides policy direction not specific to the Commission per se, indicating that all state agencies, boards, and commissions shall seek to conserve endangered and threatened species and shall utilize their authority in furtherance of the purposes of CESA. (Fish & G. Code, § 2055.) This policy direction does not compel a particular determination by the Commission in the CESA listing context. Nevertheless, "[l]aws providing for the conservation of natural resources' such as the CESA 'are of great remedial and public importance and thus should be construed liberally.'" (*California Forestry Association v. California Fish and Game Commission*, supra, 156 Cal. App.4th at pp. 1545-1546, citing *San Bernardino Valley Audubon Society v. City of Moreno Valley* (1996) 44 Cal.App.4th 593, 601; Fish & G. Code, §§ 2051, 2052.)

Finally in considering these factors, CESA and controlling regulations require the Commission to actively seek and consider related input from the public and any interested party. (See, e.g., *Id.*, §§ 2071, 2074.4, 2078; Cal. Code Regs., tit. 14, § 670.1, subd. (h).) The related notice obligations and public hearing opportunities before the Commission are also considerable. (Fish & G. Code, §§ 2073.3, 2074, 2074.2, 2075, 2075.5, 2078; Cal. Code Regs., tit. 14, § 670.1, subds. (c), (e), (g), (i); see also Gov. Code, § 11120 et seq.) All of these obligations are in addition to the requirements prescribed for the Department in the CESA listing process, including an initial evaluation of the petition and a related recommendation regarding candidacy, and a review of the candidate species' status culminating with a report and recommendation

to the Commission as to whether listing is warranted based on the best available science. (Fish & G. Code, §§ 2073.4, 2073.5, 2074.4, 2074.6; Cal. Code Regs., tit. 14, § 670.1, subds. (d), (f), (h).)

III. Factual and Scientific Bases for the Commission's Final Determination

The factual and scientific bases for the Commission's identification of two ESUs, determination that designating the SSN ESU of fisher as a threatened species under CESA is warranted, and designating that the NC ESU of fisher as a threatened or endangered species is not warranted, are set forth in detail in the Commission's record of proceedings including the Petition, the Department's Petition Evaluation Report, the Department's status review, written and oral comments received from members of the public, the regulated community, tribal entities, the scientific community and other evidence included in the Commission's record of proceedings.

The Commission determines that the continued existence of the SSN ESU of fisher in the State of California is in serious danger or threatened by one or a combination of the following factors as required by the California Code of Regulations Title 14, Section 670.1, subdivision (i)(1)(A):

1. Present or threatened modification or destruction of its habitat;
2. Overexploitation;
3. Predation;
4. Competition;
5. Disease; or
6. Other natural occurrences or human-related activities.

The Commission also determines that the information in the Commission's record constitutes the best scientific information available and establishes that designating the SSN ESU of fisher as a threatened species under CESA is warranted. Similarly, the Commission determines that the SSN ESU of fisher, while not presently threatened with extinction, is likely to become an endangered species in the foreseeable future in the absence of the special protection and management efforts required by CESA.

The items highlighted here and detailed in the following section represent only a portion of the complex issues aired and considered by the Commission during the CESA listing process for the fisher. Similarly, the issues addressed in these findings represent some, but not all of the evidence, issues, and considerations affecting the Commission's final determination. Other issues aired before and considered by the Commission are

addressed in detail in the record before the Commission, which record is incorporated herein by reference.

Background

The Commission bases its "is warranted" finding for the SSN fisher ESU most fundamentally on the small population size of the species in the area is a risk to the continued existence of the species in California.

Threats

Small Population Size and Isolation

Grinnell et al. (1937) considered the range of fishers in California to extend south from the Oregon border to Lake and Marin counties, eastward to Mount Shasta and the Southern Cascades, and to include the southern Cascades south of Mount Shasta through the Sierra Nevada Mountains to Greenhorn Mountain in Kern County. Few records of fishers inhabiting the central and northern Sierra Nevada exist, creating a gap in the species' distribution that has been frequently described in the literature. A number of studies have commented on this gap and considered fishers to have been extirpated from this region during the 20th century (Zielinski et al. 1995; Drew et al. 2003:59). However, recent genetic work by Knaus et al. (2011) and Tucker et al. (2012) indicates fishers in the southern Sierra Nevada became isolated from northern California populations long before European settlement. The fisher population in the SSN ESU is likely at greater risk of extirpation than fishers in the NC ESU, due to its small population size, limited geographic range, narrow and linear configuration of available habitat, and isolation. The SSN ESU fisher population probably contains fewer than 300 adults (Spencer et al. 2015:7) which, coupled with its isolation, increases its vulnerability to stochastic (random) environmental or demographic events, including catastrophic fire or disease. Small populations are also at greater risk from the loss of genetic diversity, including inbreeding depression.

Human Related Activities

Life history characteristics of fishers, such as large home range, low fecundity (reproductive rate), and limited dispersal across large areas of open habitat, are thought to make fishers particularly vulnerable to landscape-level habitat alterations such as extensive logging, loss from large stand-replacing wildfires, and conversion and introduction of toxicants associated with marijuana cultivation.

The volume of timber harvested on public and private lands in California has generally declined since the late 1980s, and fishers are known to establish home ranges and successfully reproduce within forested landscapes that have been and are being

intensively managed primarily for timber production, including industrial ownerships where ongoing intensive even-aged management is the norm.

In recent decades the frequency, severity, and extent of fires has increased in California. However, the contemporary extent of wildfires burning annually in California is considerably less than the estimated 1.8 million hectares (4.5 million acres) that burned annually in the state pre-1800 (Stephens et al. 2007:212). Despite the occurrence of some large, high intensity fires in the southern Sierra in recent years, wildfires in the region are generally heavily suppressed. The majority of future scenarios modeled in the literature indicate significant increases in large wildfires are likely by the middle of this century. Wildfires affect habitats used by fishers and can directly affect individual animals. Stochastic event of the type would have an increased impact on the SSN ESU as small populations are especially vulnerable to such impacts.

The California Department of Forestry and Fire Protection (CAL FIRE) has estimated that statewide, between 2000 and 2040, about 10,500 km² (4,054 mi²) of private forests and rangelands will be impacted by new development (FRAP 2003:7). The resulting habitat alteration including conversion and fragmentation of habitat will negatively impact Fishers in California. The SSN ESU is particularly susceptible to further fragmentation by such impacts and the Department's status review identified particular anticipated development that could create further barriers to dispersal for the SSN ESU.

Fishers in California are frequently exposed to anticoagulant rodenticides and to other toxicants. Fishers are opportunistic generalist predators and may be exposed to toxicants directly through consumption of flavored baits. Rodenticide baits flavored to be more attractive to rodents (with such flavors as sucrose, bacon, fish, cheese, peanut butter, and apple) would likely appeal to fishers (Gabriel et al. 2012c). Furthermore, intentional wildlife poisoning has occurred through the distribution of food items such as canned tuna or sardines laced with pesticides (Gabriel et al. 2013). Fishers could also be exposed to toxicants secondarily through consumption of prey. This is likely the primary means of anticoagulant rodenticide exposure because of the toxicant's persistence in the body tissue of poisoned prey; secondary exposure of mustelids to anticoagulant rodenticides has occurred in rodent control operations (Alterio 1996). Evidence from laboratory and field studies in other species supports the premise that pesticide exposure can indirectly affect survival (Ahdaya et al. 1976, Grue et al. 1991, Martin and Solomon 1991, Gordon 1994, Li and Kawada 2006, Janeway et al. 2007, Riley et al. 2007, Vidal et al. 2009, Zabrodskii et al. 2012).

Finally climate change could be a significant threat to the fisher in California. The SSN ESU is likely at greater risk of experiencing potentially adverse effects of a warming

climate than fishers in the NC ESU due to its comparatively small population size and susceptibility to fragmentation.

IV. FINAL DETERMINATION BY THE COMMISSION

The Commission has weighed and evaluated the information for and against designating the Southern Sierra Nevada and Northern California fisher evolutionarily significant units as threatened or endangered species under CESA. This information includes scientific and other general evidence in the Petition; the Department's Petition Evaluation Report; the Department's 2010 and 2015 status reviews; the Department's related recommendations; written and oral comments received from members of the public, the regulated community, various public agencies, and the scientific community; and other evidence included in the Commission's record of proceedings.

Based upon the evidence in the record the Commission has determined that the best scientific information available indicates that the continued existence of the Northern California evolutionarily significant unit of fisher is not in serious danger or threatened by present or threatened modifications or destruction of the species' habitat, predation, competition, disease, or other natural occurrences or human-related activities, where such factors are considered individually or in combination. (See generally Cal. Code Regs., tit. 14, § 670.1, subd. (i)(2); Fish & G. Code, § 2075.5, subd. (a)(1).) The Commission determines that there is sufficient scientific information to indicate that designating the Northern California evolutionarily significant unit as threatened or endangered is not warranted, and that with adoption and publication of these findings the Northern California fisher evolutionarily significant unit shall be removed from the list of candidate species maintained pursuant to Fish and Game Code section 2074.2.

Based upon the evidence in the record the Commission has determined that the best scientific information available indicates that the continued existence of the Southern Sierra Nevada fisher evolutionarily significant unit is in serious danger or threatened by present or threatened modifications or destruction of the species' habitat, predation, competition, disease, or other natural occurrences or human-related activities, where such factors are considered individually or in combination. (See generally Cal. Code Regs., tit. 14, § 670.1, subd. (i)(1)(A); Fish & G. Code, §§ 2062, 2067.) The Commission determines that there is sufficient scientific information to indicate that designating the Southern Sierra Nevada fisher evolutionarily significant unit as a threatened species under CESA is warranted at this time and that with adoption and publication of these findings the Southern Sierra Nevada fisher evolutionarily significant unit of fisher for purposes of its legal status under CESA and further proceedings under the California Administrative Procedure Act, shall be listed as threatened.

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Fish and Game Commission



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MAY 06 2016

Clerk/Board of Supervisors

May 6, 2016

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action to amend Sections 300, 311, and 745.5, Title 14, California Code of Regulations, regarding Upland game bird hunting, which will be published in the California Regulatory Notice Register on May 6, 2016.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments. Additional information and all associated documents may be found on the Fish and Game Commission website at www.fgc.ca.gov.

Craig Stowers, Department of Fish and Wildlife, phone (916) 445-3553, has been designated to respond to questions on the substance of the proposed regulations for Sections 300 and 311. Captain Patrick Foy, Department of Fish and Wildlife, phone (916) 651-6692, has been designated to respond to questions on the substance of the proposed regulations for Sections 745.5.

Sincerely,

Caren Woodson
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, 203, 355, 12155.5 of the Fish and Game Code and to implement, interpret or make specific Sections 200, 202, 203, 203.1, 215, 220, 355, 356, 3004.5, 4340, 4754, 12154, 12155, 12155.5 and 12156 of said Code, proposes to amend Sections 300, 311, and 745.5, Title 14, California Code of Regulations, relating to upland game birds, methods authorized for taking resident small game, and revocation or suspension of hunting or sport fishing privileges.

Informative Digest/Policy Statement Overview

The regulations in Section 300, Title 14, California Code of Regulations (CCR), provide general hunting seasons for taking resident and migratory upland game birds. Section 311 identifies the authorized methods of take for all resident small game species. Section 745.5 sets forth the procedures for the suspension or revocation of a person's hunting or sport fishing license or permit privileges. The Department is recommending the following regulation changes:

1. Amend subsection 300(a)(1)(D)4.: Adjusts the annual number of General Season sage grouse hunting permits by zone for the 2016-17 season.
2. Amend subsection 300(a)(1)(F).: Deletes the current white-tailed ptarmigan hunting zone description and adds a new statewide area allowing ptarmigan to be taken anywhere they are found in California in accordance with the authorized season, bag limit, and possession limit.
3. Amend Section 311(e) by adding a new subsection (1).: Requires the use of broad head blades which will not pass through a hole seven-eighths inch in diameter on hunting arrows and crossbow bolts for the take of wild turkey.
4. Amend Section 311(k) and add a new subsection (1).: Authorizes possession of a firearm during archery-only seasons by hunters authorized to carry concealable firearms via a CCW permit or peace officer endorsement. Use of a firearm to hunt during archery only seasons is a violation.
5. Amend subsections 745.5(b) and (c). Authorizes revocation or suspension of hunting or sport fishing privileges by the Department for violation of Section 311 as amended.

Benefits of the Proposed Regulations

Adoption of sustainable upland game seasons, bag and possession limits, and authorized methods of take provides for the maintenance of sufficient populations of upland game birds to ensure their continued existence.

Non-monetary benefits to the public

The Commission does not anticipate non-monetary benefits to the protection of public health and safety, worker safety, the prevention of discrimination, the promotion of fairness or social equity and the increase in openness and transparency in business and government.

Evaluation of incompatibility with existing regulations

The Commission has reviewed its regulations in Title 14, CCR, and conducted a search of other regulations on this topic and has concluded that the proposed amendments to section 300, 311, and 745.5 are neither inconsistent nor incompatible with existing State regulations. No other

State agency has the authority to promulgate hunting 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 at the Bakersfield Elks Lodge #266, 1616 30th Street, Bakersfield, California, on June 23 at 8:00 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 at the Lake Natoma Inn Hotel & Conference Center, 702 Gold Lake Drive, Folsom, California, on August 25, at 8:00 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 August 11, 2016, 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 August 19, 2016. All comments must be received no later than August 25, 2016, at the hearing in Folsom, 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, Michael Yaun, Acting 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 Michael Yaun or Caren Woodson at the preceding address or phone number. **Craig Stowers, Department of Fish and Wildlife, phone (916) 445-3553, has been designated to respond to questions on the substance of the proposed regulations for Sections 300 and 311. Captain Patrick Foy, Department of Fish and Wildlife, phone (916) 651-6692, has been designated to respond to questions on the substance of the proposed regulations for Sections 745.5.** 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. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. 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 Assessment

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 regulations propose only minor changes not affecting business.

- (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 the creation or elimination of jobs or businesses in California or on the expansion of businesses in California; and, does not anticipate benefits to worker safety, because the regulations propose only minor changes not affecting jobs.

The Commission anticipates benefits to the health and welfare of California residents. The proposed regulations are intended to provide continued recreational opportunity to the public. Hunting provides opportunities for multi-generational family activities and promotes respect for California's environment by the future stewards of the State's resources.

The Commission anticipates benefits to the environment by the sustainable management of California's upland game resources. The fees that hunters pay for licenses and stamps are used for conservation.

- (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

Michael Yaun
Acting Executive Director

Dated: 4/26/2016

Commissioners

Eric Sklar, President
Saint Helena

Jacque Hostler-Carmesin, Vice President
McKinleyville

Anthony C. Williams, Member
Huntington Beach

Vacant, Member
Vacant, Member

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

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Sacramento, CA 95814
(916) 653-4899
www.fgc.ca.gov

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

May 6, 2016

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action to add Section 250.2, Title 14, California Code of Regulations, relating to establishing a nonlead ammunition coupon program, which will be published in the California Regulatory Notice Register on May 6, 2016.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments. Additional information and all associated documents may be found on the Fish and Game Commission website at www.fgc.ca.gov.

Craig Stowers, Department of Fish and Wildlife, phone 916-445-3553, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Caren Woodson
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 Section 3004.5 of the Fish and Game Code and to implement, interpret or make specific Section 3004.5 of said Code, proposes to add Section 250.2, Title 14, California Code of Regulations, relating to establishing a nonlead ammunition coupon program.

Informative Digest/Policy Statement Overview

Assembly Bill 711 (Chapter 742, Statutes of 2013) amended Section 3004.5 of the Fish and Game Code and required the Fish and Game Commission (Commission) to promulgate regulations requiring the use of nonlead ammunition when taking all wildlife with a firearm not later than July, 2019. On April 9, 2015, the Commission adopted new regulations in Section 250.1, Title 14, CCR, to phase-in the statutory requirement for nonlead ammunition by July, 2019. If non-state funding is available, Fish and Game Code sections 3004.5(d)(1) and (d)(2) require the Commission to establish a process that will provide hunters with nonlead ammunition at no or reduced charge.

The Department of Fish and Wildlife (Department) has identified a potential non-state source of funding as the U.S. Fish and Wildlife Service's Wildlife and Sport Fish Restoration program, Wildlife Restoration Account, commonly referred to as the Pittman-Robertson (PR) fund. The PR fund is an appropriate source of funding for this program because the funding for it is based on federal excise fees levied against the purchase of ammunition and firearms. Hunters have been supporting a significant portion of the PR funds available for wildlife conservation since 1937.

To be able to apply for and ultimately grant the PR funds, the Department needs an established process in regulations adopted by the Commission. This regulatory proposal would establish a new Section 250.2 in Title 14, CCR, for the Commission process to implement a nonlead ammunition coupon program administered by the Department.

PROPOSED CHANGES

- The Commission will establish a process by which the Department implements a nonlead ammunition coupon program to provide nonlead ammunition with no or reduced cost to hunters using non-state funds as required by Fish and Game Code Section 3004.5.
- Eligible hunter is any hunter who meets all of the following requirements:
 - Is 18 years of age or older as of July 1 and holds a valid permit tag to hunt deer, elk, black bear, bighorn sheep, wild pig, pronghorn antelope, or upland game; and
 - is not prohibited from possessing ammunition pursuant to Penal Code section 30305.
- The program will be administered by an agent of the department and awarding of non-state funds will be administered as a grant. The department's agent will be selected through a public solicitation process.
- The coupon program will award nonlead ammunition to hunters through monthly random drawings of valid applicant names until all allocated funds for the program in the license year are exhausted. The number of applicants to draw and select each month shall be determined by the Department's agent, and announced on their website after the program is established and available funding is known.
- Hunters drawn for the coupon program will be able to select no more than one box of nonlead ammunition from a list of available and certified nonlead ammunition. A box of nonlead ammunition is 20 centerfire cartridges or 25 shotgun shells.

- The program may be offered and implemented for license year 2017-18, and for subsequent license years, provided funding is available as determined by the department.

BENEFITS OF THE PROPOSED ACTION:

The proposed action will provide an incentive for hunters to start using nonlead ammunition in advance of it being mandated by regulation in July 2019. This will result in less lead released into the environment from hunting. Additionally, the proposed action will slightly reduce the hardship on hunters having to switch to nonlead ammunition by providing it to successful applicants. Encouraging the use of nonlead ammunition may help sustain hunting activity levels, fees from which support wildlife conservation. While the proposed action will not satisfy all hunters who are opposed to the lead ammunition ban, it demonstrates the Commission and Department's commitment to work toward a practical and less disruptive implementation of the nonlead statute as recommended by the Governor in his signing message for this legislation.

EVALUATION OF INCOMPATIBILITY WITH EXISTING REGULATIONS:

Section 20, Article IV, of the State Constitution specifies that the Legislature may delegate to the Fish and Game Commission such powers relating to the protection and propagation of fish and game as the Legislature sees fit. The Legislature has delegated to the Commission the power to regulate the take of wildlife including methods. No other State agency has the authority to promulgate such regulations. The Commission has searched the CCR for any regulations regarding nonlead ammunition and has found no such regulation; therefore the Commission has concluded that the proposed regulations are neither inconsistent nor incompatible with existing State regulations.

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 at the Bakersfield Elks Lodge #266, 1616 30th Street, in Bakersfield, California, on June 23, 2016, at 8:00 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 June 9, 2016, at the address given below, or by email to FGC@fgc.ca.gov. All comments must be received no later than June 23, 2016, at the hearing in Bakersfield, 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, Michael Yaun, Acting 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 Michael Yaun or Caren Woodson at the preceding address or phone number. **Craig Stowers, Department of Fish and Wildlife, phone 916-445-3553, 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 Assessment

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 regulation only proposes a process that may or may not be implemented depending on the Department's ability to successfully issue a grant for the coupon program.

- (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 significant impacts on the creation or elimination of jobs within the State as a result of this regulatory change or a resultant coupon program for nonlead ammunition. The program will not affect the availability or cost of nonlead ammunition in California, but will help offset the increased cost of nonlead ammunition for hunters.

The Commission does not anticipate benefits to the health and welfare of California residents because this regulatory action will not impact the health and welfare of California residents.

The Commission does not anticipate benefits to worker safety because this regulatory action does not address worker safety.

The Commission anticipates benefits to the environment because implementation would likely increase the use of nonlead ammunition by hunters, resulting in less lead being released into the environment.

- (c) Cost Impacts on a Representative Private Person or Business:

The Commission anticipates reduced costs for nonlead ammunition for eligible private persons upon the coupon program implementation. Businesses and private persons, not involved in hunting, will not be impacted by any direct cost. In the event that a number of

hunting trips are supported by the coupon program, private persons and businesses may experience positive indirect cost impacts through sustained hunter spending.

- (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

Michael Yaun
Acting Executive Director

Dated: 4/26/2016

Commissioners
Eric Sklar, President
Saint Helena

Jacque Hostler-Carmesin, Vice President
McKinleyville

Anthony C. Williams, Member
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STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

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Fish and Game Commission



Wildlife Heritage and Conservation
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Clerk/Board of Supervisors

May 6, 2016

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action to amend Sections 550, 550.5, 551, 552, 630 and 702, and repeal Subsections 703(a)(2) and 703(c), Title 14, California Code of Regulations, regarding Department of Fish and Wildlife Lands Pass Program and Land Public Uses, which will be published in the California Regulatory Notice Register on May 6, 2016.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments. Additional information and all associated documents may be found on the Fish and Game Commission website at www.fgc.ca.gov.

Julie Horenstein, Department of Fish and Wildlife, phone 916-324-3772, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Caren Woodson
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 Section(s) 200, 202, 203, 355, 710, 710.5, 710.7, 713, 1002, 1050, 1053, 1526, 1528, 1530, 1580, 1581, 1583, 1585, 1587, 1761, 1745, 1764, 1765, 1907, 2118, 2120, 2122, 2150, 2150.2, 2157, 2190, 3004.5, 3031, and 10504 of the Fish and Game Code and to implement, interpret or make specific Section(s) 355, 711, 713, 1050, 1053, 1055.3, 1526, 1528, 1530, 1580, 1581, 1582, 1583, 1584, 1585, 1590, 1591, 1764, 1745, 1756, 1765, 2006, 2116, 2116.5, 2117, 2118, 2120, 2125, 2150, 2150.2, 2151, 2157, 2190, 2193, 2271, 3004.5, 8314, 10504, 12000, and 12002, 12002.5 of said Code, proposes to amend Sections 550, 550.5, 551, 552, 630 and 702, and repeal Subsections 703(a)(2) and 703(c), Title 14, California Code of Regulations, relating to Department of Fish and Wildlife Lands Pass Program and Lands Public Uses.

Informative Digest/Policy Statement Overview

The Current Lands Pass Program

The majority of lands managed by the Department of Fish and Wildlife (Department) are designated as wildlife areas or ecological reserves. Current regulations for the public use of Department lands include an entry pass program ("the Lands Pass Program") for visitors to certain wildlife areas and ecological reserves who do not possess a hunting, fishing or trapping license. This program was established by the Native Species Conservation and Enhancement Act of 1988 (Fish and Game Code (FGC) Sections 1750-1772).

The current Title 14, California Code of Regulations (CCR) regulations that address this program include:

- 550(c): This section discusses passes and entry permits for department lands in general. It does not distinguish between passes for hunting and Lands Passes. It explains that for properties that require a fee for entry, each visitor must purchase a pass and exchange that pass for an entry permit.
- 550.5(c): This section provides more detailed information about obtaining passes and entry permits and:
 - 550.5(c)(6) specifically explains that a daily or annual "wildlife viewing" pass (referred to as a Lands Pass in other Department publications) and an entry permit are required to enter properties listed in subsections 551(w) and 630(c). It also explains how the price of these passes is adjusted each year, and that visitors who present a valid hunting, fishing or trapping license are exempt from purchasing a daily or annual pass.
 - 550.5(c)(6) does not include the requirement in FGC section 1764 and 1765 that all visitors under the age of 16 are exempt from the pass requirement and that organized school and youth groups are exempt from the pass requirement.

For 2016, a daily Lands Pass costs \$4.00 and an annual Lands Pass costs \$22.50. The passes may be purchased online, from department license offices or authorized license agents through the Automated License Data System (ALDS). Like other permits or licenses sold by the

Department, the price is adjusted annually according to Section 699, Title 14, CCR. Generally speaking, the price of Lands Passes increases by roughly two percent each year.

Five wildlife areas and two ecological reserves currently participate in the Lands Pass Program. They are:

- Gray Lodge Wildlife Area
- Grizzly Island Wildlife Area
- Los Banos Wildlife Area
- Imperial Wildlife Area
- San Jacinto Wildlife Area
- Elkhorn Slough Ecological Reserve
- Upper Newport Bay Ecological Reserve

Purpose of Amendments to Regulations Regarding the Lands Pass Program:

The Legislature has recognized that the Department does not receive adequate revenue to manage the fish and wildlife resources of the State (FGC Section 710). Voluntary programs, such as a Native Species Stamp, were initiated with a concerted campaign in the late 1980's and early 1990's in compliance with FGC sections 1763, 1766 and 1769. These programs were unsuccessful in generating sufficient revenue to cover their costs. The Legislature also directed that the segment of the public that uses Department lands, but does not support them through the purchase of hunting, fishing or trapping licenses, should provide support through purchase of Lands Passes for the use of designated properties (FGC sections 1745, 1764 and 1765).

By expanding the number of wildlife areas and ecological reserves that participate in the Lands Pass Program, the Department may receive additional funds to manage wildlife areas and ecological reserves. One aspect of the Lands Pass Program that has been impractical to implement, particularly since the adoption of the ALDS as the means for selling passes, is the requirement that Lands Passes be exchanged for an entry permit. This is due to the lack of staff available to exchange Lands Passes for entry permits.

If the proposed regulations are adopted, the following changes will be made to the Lands Pass Program through amendments to Sections 550, 550.5, 551, 630 and 702, Title 14, CCR:

1. The Lands Pass Program will no longer require visitors to exchange their Lands Pass for an entry permit. This requires amendments to sections 550 and 550.5 to more clearly distinguish between passes issued for hunting, which are exchanged for entry permits, and Lands Passes which are not exchanged for entry permits.
2. In Section 551, the following 28 wildlife areas will be added to the Lands Pass Program:

Ash Creek Wildlife Area
 Bass Hill Wildlife Area
 Battle Creek Wildlife Area
 Butte Valley Wildlife Area
 Cache Creek Wildlife Area
 Crescent City Marsh Wildlife Area
 Eel River Wildlife Area

Elk Creek Wetlands Wildlife Area
 Elk River Wildlife Area
 Fay Slough Wildlife Area
 Hollenbeck Canyon Wildlife Area
 Honey Lake Wildlife Area
 Hope Valley Wildlife Area
 Horseshoe Ranch Wildlife Area

Lake Earl Wildlife Area
 Mad River Slough Wildlife Area
 Mendota Wildlife Area
 Mouth of Cottonwood Creek Wildlife Area
 Napa-Sonoma Marshes Wildlife Area
 North Grasslands Wildlife Area
 San Felipe Valley Wildlife Area

Shasta Valley Wildlife Area
 South Spit Wildlife Area
 Tehama Wildlife Area
 Upper Butte Basin Wildlife Area
 Volta Wildlife Area
 Willow Creek Wildlife Area
 Yolo Bypass Wildlife Area

3. In Section 630, the following eight areas will be added to the Lands Pass Program:

Batiquitos Lagoon Ecological Reserve
 Boden Canyon Ecological Reserve
 Bolsa Chica Ecological Reserve
 Buena Vista Lagoon Ecological Reserve

Canebrake Ecological Reserve
 North Table Mountain Ecological Reserve
 San Elijo Lagoon Ecological Reserve
 Woodbridge Ecological Reserve

Purpose of Amendments to Other Wildlife Area and Ecological Reserve Title 14, CCR, Regulations:

1. Three site-specific regulations that were inadvertently omitted when the land regulations were reorganized in 2014 will be re-entered into Section 551. The restrictions have been kept in place on a temporary basis under the authority of the Regional Manager for the subject areas. These regulations prohibit horses on the Battle Creek and Mouth of Cottonwood Creek Wildlife Areas, and prohibit non-hunting visitors from entering Shasta Valley Wildlife Area on shoot days during the waterfowl season.
2. Various changes are proposed in Section 552 for the National Wildlife Refuges that are also designated as state wildlife areas. These changes are proposed in order to improve the consistency of the state regulations with federal regulations for these refuges and were requested by the U.S. Fish and Wildlife Service.
3. Pursuant to FGC Section 3031, the age limit for people participating as junior hunters on Department lands increased from 15 years old, to persons who are under 18 years of age as of July 1 of the licensing year. This necessitated changes to wording to subsections of Section 550.5 that formerly did not include 16, 17 and 18 year olds as junior hunters. The end result in terms of the numbers of adults and younger people who can be included in a hunting party or assigned to designated hunting zone, blind or pond is the same as with the existing regulations. The change in the age limit for junior hunters also necessitated adding language that 16 and 17 year olds who hunt without adult supervision may not be accompanied by visitors under 16 years of age.
4. Pursuant to FGC Section 3004.5, Section 550 was amended to require hunters to use ammunition consistent with Section 250.1, Title 14, CCR, (i.e., nonlead ammunition) when hunting on Department lands.
5. In Section 551, archery will be added as a method of take for the special wild pig hunt at the Joice Island Unit of the Grizzly Island Wildlife Area and all legal methods of take for

big game will be allowed for the special tule elk hunt on that wildlife area. Visitors will also be allowed to resume off-highway vehicles on roads open to motor vehicles on the Tehama Wildlife Area.

6. Also in Section 551, the Green Island Unit of the Napa-Sonoma Marsh Wildlife Area will be opened for public use. This property was closed because it was the site of extensive, multi-phased habitat restoration projects, which are now complete. Opening the unit to public use is consistent with the management plan for the Wildlife Area.
7. FGC Section 1587 will be implemented by adding language to Section 630, Title 14, CCR, stating that the Mirage Trail on the Magnesia Springs Ecological Reserve is open for hiking from May 1 through January 31.
8. Subsection 703(a)(2) will be deleted. The fees for Special Use Permits will be relocated to Section 702, and the title of Section 702 will be amended to reflect that it includes fees for a variety of public uses on Department lands.
9. Subsections 702(d) and 703(c), which repeat the language in existing Section 699, are proposed for deletion to reduce duplicative regulations.
10. Additional minor editorial changes are also proposed to improve the clarity and consistency of the regulations, improve enforceability, correct typographical errors, and align regulatory language.

Benefits of the Regulations:

The addition of 36 properties to the Lands Pass Program may result in additional funds available for the management of wildlife areas and ecological reserves under the jurisdiction of the Department. The Lands Pass Program will be more practical to implement by discontinuing the requirement to obtain an entry permit in exchange for a daily Lands Pass or the presentation of an annual Lands Pass. The state regulations for public use of National Wildlife Refuges that are also designated as state wildlife areas will be consistent with federal regulations. Environmental quality is expected to benefit as a result of compliance with Section 250.1, Title 14, CCR, which prohibits the use of lead ammunition for hunting on Department lands.

Consistency with State Regulations

The Commission has conducted a search of the California Code of Regulations and has concluded that the proposed regulations 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 at the Bakersfield Elks Lodge #266, 1616 30th Street, in Bakersfield California, on June 23, 2016, at 8:00 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 at the Lake Natoma Inn Hotel & Conference Center, 702 Gold Lake Drive, in Folsom, California, on August 25, 2016, at 8:00 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 August 11, 2016 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 August 19, 2016. All comments must be received no later than August 25, at the hearing in Folsom, 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, Michael Yaun, Acting 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 Michael Yaun or Caren Woodson at the preceding address or phone number. Julie Horenstein, Department of Fish and Wildlife, phone 916-324-3772, has been designated to respond to questions on the substance of the proposed regulations. Copies of the Initial Statement of Reasons, the regulatory language, the Notice, and other rulemaking documents may be obtained from the address above or from 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. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. 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 Assessment

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 changes do not add or remove any existing public uses.

- (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:

Because the proposed regulations will not change existing activities on Department lands, the Commission does not anticipate any impact on the creation or elimination of jobs within the state, the creation or elimination of new or existing businesses, or the expansion of businesses in California. The proposed regulations will not affect the health and welfare of California residents or worker safety. The proposed changes may have a beneficial effect on the State's environment by removing lead ammunition from Department lands.

- (c) Cost Impacts on a Representative Private Person or Business:

Visitors to the properties listed in proposed subsections 551(w) and 630(c), Title 14, CCR, would be required to purchase a daily or annual Lands Pass. The price of Lands Passes and annual adjustments are included in FGC Section 1765. The costs of 2016 Lands Passes are as follows:

- | | |
|----------------------|---------|
| 1. Daily Lands Pass | \$4.00 |
| 2. Annual Lands Pass | \$22.50 |

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

The Department will have some start-up and ongoing costs in expanding the number of properties that participate in the Lands Pass Program. However the existing fees will recover those costs. Any revenue exceeding the Lands Pass Program costs is to augment ongoing property management costs.

- (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: **4/26/2016**

Michael Yaun
Acting Executive Director