

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.

JULY 12, 2016

8:30 A.M. YUBA COUNTY WATER AGENCY

9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. 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. (281-0716) Administrative Services: Approve declaring various equipment and vehicles as surplus property and authorize purchasing agent to dispose in accordance with Yuba County Ordinance Code 2.50.060.
 - B. (282-0716) Clerk of the Board: Approve meeting minutes for June 14 and 28, 2016.
 - C. (283-0716) Clerk Recorder/Registrar of Voters: Adopt resolution appointing members in lieu of election to the Office of Member, County Central Committee for their respective district and political party pursuant to Election Codes 7228 and 7423.
 - D. (284-0716) Clerk Recorder/Registrar of Voters: Accept Certification of Vote for June 7, 2016 Presidential Primary Election and declare winners for each office under their jurisdiction Pursuant to Elections Code 15400.
 - E. (285-0716) Clerk Recorder/Registrar of Voters: Accept Certificate of Sufficiency for Chapter 12.140 Medical Cannabis Cultivation and Commerce and direct Registrar of Voters to consolidate initiative election with the November 8, 2016 Presidential General Election pursuant to Election Code 1405(b).
 - F. (286-0716) Emergency Services: Adopt resolution authorizing Director of Emergency Services or Emergency Operations Manager to apply for Fiscal Year 2016-2017 Emergency Management Performance Grant, and authorize execution of documents as required by application and/or any pertinent documents related to the program and acceptance of grant funds.
 - G. (287-0716) Health and Human Services: Adopt resolution authorizing grant application for California Department of Public Health Maternal Child and Adolescent Health for period of July 1, 2016 through June 30, 2017 and authorizing acceptance of funds and executing all documents required related to program upon review and approval of County Counsel.
 - H. (288-0716) Health and Human Services: Award contract to Health Management Associates to conduct baseline comprehensive Community Health Assessment for the period of August 1, 2016 through July 31, 2017 and authorize Chair to execute upon review and approval of Counsel.
 - I. (289-0716) Health and Human Services: Award contracts for detoxification treatment services and/or substance use resident services to The Salvation Army, Midvalley Recovery Facility, Inc., Progress House Inc., and Community Recovery Resources; and authorize Chair to execute upon review and approval of Counsel.

- IV. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 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.
- V. **10:30 A.M. RECESS - Dedication Ceremony 14Forward - Fourteenth Street, Marysville**
- VI. **COUNTY DEPARTMENTS**
- A. Board of Supervisors
1. [\(290-0716\) Adopt resolution approving application and authorizing Yuba Sutter Arts Executive Director to execute agreement for State-Local Partnership Program with California Arts Council for Yuba Sutter Arts.](#)
- B. Community Development and Services
1. [\(291-0716\) Approve Plans, Specifications and Estimate and authorization for Advertisement of Bids for Ella Elementary Safe Routes to School Project 7th Avenue from Olivehurst Avenue to Powerline Road.](#)
- C. Health and Human Services
1. [\(292-0716\) Approve use of Site Supervisor, Emergency Temporary Shelter, and Storage agreements for homeless at 14Forward.](#)
- D. Human Resources
1. [\(293-0716\) Approve Memorandum of Understanding with Yuba County Probation Peace Officers Association and authorize the Chair to execute.](#)
- VII. **CORRESPONDENCE:** The Board may direct any item of informational correspondence to a department head for appropriate action.
- A. [\(294-0716\) Resolution from Plumas Lake Elementary School District regarding issuance of school bonds and consolidation with November 8, 2016 General Election.](#)
- B. [\(295-0716\) Memo from Public Works Director Mike Lee regarding annual impact fee adjustment.](#)
- VIII. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.
- IX. **CLOSED SESSION**
- A. Personnel pursuant to Government Code 54957.6(a) - Labor Negotiations DSA/MSA/YCPOA/County of Yuba Negotiating Parties: Abel
- B. Personnel pursuant to Government Code 54957(b)(1) Public Employment/Public Guardian-Conservator
- C. Pending litigation pursuant to Government Code §54956.9(d)(4) - One Case
- D. Pending litigation pursuant to Government Code 54956.9(d)(1) regarding:
1. Babcock vs. County of Yuba Child Protective Services
2. Resolution Fund Management vs. County of Yuba
3. Fellowship of Friends vs. County of Yuba
4. Flores vs. City of San Gabriel
5. Hansen vs. Hansen

X. **ADJOURN**

Human Services Committee - Supervisors Griego and Fletcher, Alternate Supervisor Nicoletti

- A. [\(296-0716\) Consider first amendment to agreement with Thurmond Consulting, LLC for increased funding in the amount of \\$20,000 - Health and Human Services Recommends \(Ten minutes estimate\)](#)

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.



Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: July 12, 2016
Re: Surplus Property Disposal – Sheriff Vehicles, CSS Dishwasher & Furniture

Recommendation

It is recommended that the Board declare the attached lists as surplus property and authorize the Purchasing Agent to dispose of items in accordance with Yuba County Ordinance Code 2.50.060.

Background

Departments have declared the items on the attached list as surplus property. Pursuant to County ordinance, items with an original purchase price of \$1,000 or more must have Board approval to be declared surplus property.

Discussion

The attached list is for Sheriff Vehicles that are no longer operable, missing substantial parts or no longer useful to the department. The dishwasher is from the Child Support area at the Packard building and is inoperable. The cubicle furniture remains at the One Stop facility and was no longer needed when Health and Human Services vacated the building.

Committee Action

Due to the routine nature of this action, it has been brought directly to your Board for consideration.


Fiscal Impact

There is no cost to the County. Proceeds will be deposited in to account 330-0000-371-9899 and appropriately distributed.

Capital Asset Disposal Form

County of Yuba

Asset Number	Description	Serial Number	Asset Tag # (if applicable)
See Attached	See Attached		

Department: Surplus Location: 9900-Variou Date: 7/12/2016	Doug McCoy Authorized Individual (Print)  Authorized Signature
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Board Authorization		
Date Authorized: 7/12/2016	Signature:	Date
	Clerk of the Board	

(281-0716) Admin... - 2 of 4

Do not write in this area - Auditor use only	
Date Updated in System:	Signature:

Original: Auditor-Controller Copy: Department

Asset#	Serial Number	Description	Location
13491	20723291	Equator Dishwasher	990002
11964		HERMAN MILLER WORKSTATION	990004
11965		HERMAN MILLER WORKSTATION	990004
11966		HERMAN MILLER WORKSTATION	990004
11967		HERMAN MILLER WORKSTATION	990004
11968		HERMAN MILLER WORKSTATION	990004
11969		HERMAN MILLER WORKSTATION	990004
11970		HERMAN MILLER WORKSTATION	990004
11971		HERMAN MILLER WORKSTATION	990004
11972		HERMAN MILLER WORKSTATION	990004
11973		HERMAN MILLER WORKSTATION	990004
11974		HERMAN MILLER WORKSTATION	990004
11975		HERMAN MILLER WORKSTATION	990004
11976		HERMAN MILLER WORKSTATION	990004
11977		HERMAN MILLER WORKSTATION	990004
11978		HERMAN MILLER WORKSTATION	990004
11979		HERMAN MILLER WORKSTATION	990004
11980		HERMAN MILLER WORKSTATION	990004
11981		HERMAN MILLER WORKSTATION	990004
11982		HERMAN MILLER WORKSTATION	990004
11983		HERMAN MILLER WORKSTATION	990004
11984		HERMAN MILLER WORKSTATION	990004
11985		HERMAN MILLER WORKSTATION	990004
11986		HERMAN MILLER WORKSTATION	990004
11987		HERMAN MILLER WORKSTATION	990004
11988		HERMAN MILLER WORKSTATION	990004
11989		HERMAN MILLER WORKSTATION	990004
11990		HERMAN MILLER WORKSTATION	990004
11991		HERMAN MILLER WORKSTATION	990004
11992		HERMAN MILLER WORKSTATION	990004
11993		HERMAN MILLER WORKSTATION	990004
11994		HERMAN MILLER WORKSTATION	990004
11995		HERMAN MILLER WORKSTATION	990004
11996		HERMAN MILLER WORKSTATION	990004
11997		HERMAN MILLER WORKSTATION	990004
14046		HON EFFICIENCIES TRACK FILING SYSTEM	990004
14047		HON EFFICIENCIES TRACK FILING SYSTEM	990004
14202		HON FREESTANDING WORKSTATION	990004
14204		HON FREESTANDING WORKSTATION	990004
14205		HON FREESTANDING WORKSTATION	990004
14206		HON FREESTANDING WORKSTATION	990004

Vehicles

Asset#	VIN Number		Make, Model, Year	Location
09289	1GTGR33KOMF70237	V	GMC CREW CAB PICKUP 1991	990004
10565	1GIBL52W9RR173600	V	1994 4DR CHEVY CAPRICE	990004
12181	KLATA5260YB589812	V	2000 DAEWOO LANOS	990013
12421	1FMPU16L01LA98503	V	FORD EXPEDITION	990004
13429	1GCEK14V23Z265787	V	2003 CEVROLET SILVERADO 4X4 PICKUP	990004
15330	1FAFP53UX7A112140	V	2007 FORD TAURUS SE 4DR SILVER	990001
15443	1FMFU16548LA40692	V	2008 FORD EXPEDITION 4X4	990013
15989	69X115515	V	2009 FORD CROWN VICTORIA	990013
16038	1FMFU16519EA78581	V	2009 FORD EXPEDITION	990013
16137	79X117936	V	2009 FORD CROWN VICTORIA	990013
16139	X9X115534	V	2009 FORD CROWN VICTORIA	990013
16140	X9X116781	V	2009 FORD CROWN VICTORIA	990013
12583	2FALP71W5VX177193	V	1997 FORD CROWN VICTORIA	990011
14242	2FAHP71W45X166367	V	2005 FORD CROWN VICTORIA	990011
10391	1GCDG14H2KE191490	V	1989 CHEVY 1500 PICK UP	990003

The County of Yuba

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

JUNE 14, 2016



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

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

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

A. Administrative Services

1. (221-0616) Approve closure of fund 140 Corporate Hangar Lot Improvements and transfer remaining funds to fund 131 Airport Capital Improvement. Approved.
2. (222-0616) Authorize cancelation of Airport Loan previously approved from Capital Improvement Fund 131 to Airport Enterprise Fund 130 in the amount of \$8,605. Approved.

B. Clerk of the Board of Supervisors

1. (223-0616) Approve Foothill Fire Protection Bylaws revised March 2016. Approved.
2. (224-0616) Approve meeting minutes of May 17 and 24, 2016. Approved as written.
3. (225-0616) Re-appoint David Villanueva to Plumas Lake Specific Plan Design Review Committee as a Resident Representative for term ending June 14, 2017. Approved.
4. (226-0616) Appoint Nicholas Jorge to Sutter-Yuba Behavioral Health Advisory Board as a Consumer Representative for a term ending June 30, 2018. Approved.

C. County Counsel

1. (227-0616) Authorize appropriation of unanticipated external revenue in the amount of \$25,000 from Legal Services Revenue Account to Professional Services Account. Approved.

D. Emergency Services

1. (228-0616) Approve out of state travel for Community Development Director Kevin Mallen and Information Technology Manager Jerry Henry to attend FEMA's Emergency Management Institute in Emmitsburg, Maryland, November 7 - 10, 2016. Approved.

E. Health and Human Services

1. (229-0616) Approve agreement with Yuba Community College for Independent Living Program in the amount of \$65,652.00 for term of July 1, 2016 through June 30, 2017, and authorize Chair to execute. Approved.

F. Human Resources/District Attorney

1. (230-0616) Adopt resolutions amending Classification System - Basic Salary/Hourly Schedule and Department Allocation Schedule as it relates to District Attorney's Office. Adopted Resolution No. 2016-43 and 2016-44, which are on file in the Yuba County Resolution Book No. 47.

G. Sheriff-Coroner

1. (232-0616) Approve Memorandum of Understanding with Office of Education for vocational educational programs for inmates at Yuba County Jail for Fiscal Year 2016-2017 and authorize Chair to execute. Approved.
2. (233-0616) Approve Amendment No. 1 extending agreement with Placer County for pathology services through June 30, 2017 and authorize Chair to execute. Approved.

H. Information Technology

1. (231-0616) Approve purchase order for renewal of maintenance and support of Cisco Equipment, Cisco Smartnet Total Care with Presidio Vision Portal Access and authorize Chair to execute. Approved.

IV. CLOSED SESSION: The Board retired into closed session at 10:21 a.m. and returned at 10:47 a.m. with all members present as indicated above.

- A. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations DSA/MSA/YCPOA/County of Yuba Negotiating Parties: Abel By unanimous vote of the Board direction was provided

V. SPECIAL PRESENTATION

- A. (234-0616) Receive presentation from Recology Yuba-Sutter on 2016 Community Benefit Report. (Fifteen minute estimate) Community Relations Manager Jackie Sillman provided a PowerPoint presentation recapping tonnage collected from community clean ups, ongoing community education and outreach, and responded to Board inquiries.

VI. PUBLIC COMMUNICATIONS:

- Mr. Edward Madera
- Mr. Brook Hilton

VIII. COUNTY DEPARTMENTS

1. (235-0616) Administrative Services: Approve lease agreement with Scott Children for space at 209 Sixth Street, Marysville for Probation and authorize Chair to execute. (Ten minute estimate) Director Doug McCoy recapped request and responded to Board inquiries.

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

2. (236-0616) Community Development and Services: Authorize budget transfer in the amount of \$654,645.59 from Trust Fund 299 Construction Permit Fee to General Fund 101 to pay off California Housing Finance Agency Loan No. 1928; adopt resolution authorizing Director to execute all documents associated of resolutions of loans, agreements and property related to Ross Ranch Affordable Housing Project. Director Kevin Mallen recapped history and suggested additional language with in the resolution to clarify necessary actions, and responded to Board inquiries. County Administrator Robert Bendorf responded to Board inquiries.

The following individuals spoke:

- Mr. Vince Cauchi
- Mr. Ernie Ehnisz

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

Adopted Resolution No. 2016-045, which is on file in Yuba County Resolution Book No. 47.

Supervisor Nicoletti left the meeting at 11:32 a.m. and did not return.

3. (237-0616) County Administrator: Receive report on regional approach for homeless efforts, provide direction on emergency site action plan for temporary shelter and approve associated funding of \$100,000. (Twenty minute estimate) County Administrator Robert Bendorf recapped efforts to identify and assess areas of concern. Mr. Bendorf provided a PowerPoint presentation outlining the following areas of community concern:

- Homeless encampments: Thorntree, Hollywood, Horseshoe
- Public Safety
- Environmental Concerns
- Business and residential impacts
- Ongoing activities
- Ad Hoc Committee
- Priorities

- Coordinate with non-profit organizations and government
- Provide services through partnerships
- Increase availability of sustainable housing
- Ensure availability of basic needs and service
- Inventory and evaluate strategies utilized by local agencies

The following individuals spoke:

- Salvation Army Captain Carlos
- Mr. Rick Mullan
- Mr. Tony Hobson
- Mr. Roger Vaca
- Ms. Laura Ferree

MOTION: Move to approve associated funding of \$100,000

MOVED: Andrew Vasquez SECOND: Randy Fletcher

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

NOES: None ABSENT: John Nicoletti ABSTAIN: None

The Board recessed at 12:37 p.m. and returned at 12:44 p.m. with all members present with the exception of Supervisors Nicoletti and Griego.

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

- A. (238-0616) Public Hearing - Hold public hearing to consider proposed change to assessments for County Service Area No. 8, absent a majority protest, adopt resolution to establish assessments to take effect on July 1, 2016. (Roll Call Vote) (Fifteen minute estimate) Director Mike Lee provided a brief recap.

Chairman Abe opened the public hearing. The following individuals spoke:

- Mr. Ken Hugg
- Mr. Vincent Cauchi

Chairman Abe closed the public hearing.

The ballots cast were read, 44 opposed and 9 approved, with a majority protest, no further action.

- B. (239-0616) Public Hearing - Hold public hearing to consider proposed change to assessments for County Service Area No. 18, absent a majority protest, adopt resolution to establish assessments to take effect on July 1, 2016. (Roll Call Vote) (Fifteen minute estimate) Chairman Abe opened the Public hearing. No one came forward.

Supervisors Abe and Vasquez left the meeting at 1:12 and returned at 1:15 p.m.

The ballots cast were read, 37 opposed and 12 approved, with a majority protest, no further action.

- C. (240-0616) Public Hearing - Hold public hearing to consider proposed change to assessments for County Service Area No. 28, absent a majority protest, adopt resolution to establish assessments to take effect on July 1, 2016. (Roll Call Vote) (Fifteen minute estimate) Chairman Abe opened the public hearing. No one came forward.

Chairman Abe closed the public hearing.

The ballots cast were read, 12 opposed and 16 approved.

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

By roll call vote, the Board adopted Resolution No. 2016-46, which is on file in Yuba County Resolution Book No. 47.

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

- A. (241-0616) Notice from California Governor's Office of Emergency Services requesting Yuba County be designated a disaster area due to weather related cherry crop losses. Received.
- B. (242-0616) Three notices from State of California Fish and Game Commission on proposed regulatory action relating to tidal waters and finfish gear restrictions in San Francisco and San Pablo Bays, potential listing of northern spotted owl as endangered or threatened, amend the California Code of Regulations concerning California Spiny Lobster fishery management plan. Received.
- C. (243-0616) Notice from Federal Energy Regulatory Commission intent to file license application and request to use traditional licensing process for Camp Far West Hydroelectric Project. Received.

XI. BOARD AND STAFF MEMBERS REPORTS:

Supervisor Fletcher: Meetings attended:

- May 26 US Forest Services meeting in Nevada City regarding issues related to bark beetle
- May 31 Yuba County Water Agency ad hoc committee meeting
- May 31 Lower Yuba River meeting with Congressman John Garamendi
- May 31 Wheatland City Council meeting
- June 1-2 Sierra Nevada Conservancy meeting
- June 8 Fire Safe Council
- June 9 Tree mortality webinar
- June 10 Area Four Agency on Aging

Supervisor Vasquez: Memorial Adjournment - Mr. Bill Padgett

Legislative Coordinator Russ Brown: regarding Letter No Place Like Home initiative expressing concerns

Deputy County Counsel John Vacek: Thanked the Board for experience working with them

XII. CLOSED SESSION: Held from 1:38 p.m. to 2:04 p.m.

- A. Pending litigation pursuant to Government Code 54956.9(d)(4) One Case The Board voted 3/0 to settle matter
- B. Pending litigation pursuant to Government Code 54956,9(d)(2) One Case Information only

XIII. ADJOURN: at 2:05 p.m. in memory of Mr. Bill Padgett.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba

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

JUNE 28, 2016



The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 09:51 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Randy Fletcher. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Abe presided.

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

MOTION: Move to approve Consent Agenda

MOVED: Mary Jane Griego SECOND: John Nicoletti

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

NOES: None ABSENT: None ABSTAIN: None

A. Administrative Services

1. (246-0616) Adopt resolution authorizing Purchasing Agent to reject bids received for Child Welfare Services door project. Adopted Resolution No. 2016-47, which is filed in Yuba County Resolution Book No. 47.

B. Board of Supervisors

1. (280-0616) Approve and ratify appointments of Maryls Eatmon and Angie Gates to the Yuba County Community Services Commission as Low Income Sector representatives for four year terms. Approved.

C. Clerk of the Board of Supervisors

1. (258-0616) Appoint Richard H. Webb to Yuba County Community Services Commission as a District One Representative with a term to end December 31, 2018.

MOTION: Move to approve MOVED: John Nicoletti SECOND: Mary Jane Griego

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

NOES: None ABSENT: None ABSTAIN: None

D. Community Development and Services

1. (259-0616) Adopt resolution supporting Yuba County Water Agency grant application to California Department of Fish and Wildlife for South Canal Fish Screen Project. Adopted Resolution No. 2016-48, which is filed in Yuba County Resolution Book No. 47.
2. (260-0616) Make finding that adequate progress has been made towards providing adequate flood protection facilities for Reclamation District 784 Levee System. Approved.
3. (261-0616) Approve agreement with USDA, Forest Service Plumas National Forest for bridge construction on Oregon Hill Road and authorize Chair to execute. Approved.
4. (262-0616) Award contract to the apparent low bidder DeWitt Brothers and Company Inc., for the Goldfields Parkway Extension project from north end of existing Goldfields Parkway to North Beale Road and authorize Chair to execute upon review and approval of Counsel. Approved.
5. (263-0616) Award contract to the apparent low bidder Steelhead Constructors Inc., for Bridge Replacement and Realignment of Scales Road Bridge over Slate Creek project and authorize Chair to execute upon review and approval of Counsel. Approved.
6. (264-0616) Award contract to the apparent low bidder Lamon Construction Inc., for Hammonton Smartsville Road Shoulder Widening and Curve Corrections at Doolittle Gate to the east of South Golden Parkway to the west of project and authorize Chair to execute upon review and approval of Counsel. Approved.
7. (248-0616) Authorize disbursement in the total amount of \$441,431.01 from Measure D Fund 807 to County Road Fund 102 for \$418,255.88, City of Marysville for \$17,657.24 and City of Wheatland for \$5,517.89. Approved.

E. County Administrator

1. (265-0616) Authorize Regional Waste Management Authority grant application to California Department of Resources Recycling and Recovery on County behalf for the Used Oil Payment Program for Fiscal Year 2016-2017 and approve submittal of County Administrator letter. Approved.

F. District Attorney

1. (266-0616) Authorize budget transfer in the total amount of \$6,500 to reconcile year-end expenditures for Fiscal Year 2015/2016. Approved.
2. (249-0616) Adopt resolution authorizing District Attorney to execute grant agreements for funding under United States Bureau of Justice Assistance Grant Program. Adopted Resolution No. 2016-49, which is filed in Yuba County Resolution Book No. 47.

G. Health and Human Services

1. (267-0616) Approve agreement with Grace Source, Inc. for differential response services under Child Abuse Prevention, Intervention and Treatment, Community Based Child Abuse Prevention, and County Children's Trust Fund program and authorize Chair to execute. (Human Services Committee recommends approval) Approved.

2. (268-0616) Approve Amendment No. 2 to service agreements in the amount of \$25,000 each with Progress House and Community Recovery Resources and authorize Chair to execute. Approved.
3. (269-0616) Adopt resolution authorizing agreement with California Department of Public Health Supplemental Nutrition Assistance Program Education (SNAP-Ed) for Fiscal Year 2016-2019. Adopted Resolution No. 2016-50, which is filed in Yuba County Resolution Book No. 47.

H. Office of Emergency Services

1. (250-0616) Adopt resolution proclaiming the existence of ongoing local drought emergency in Yuba County pursuant to Government Code §8630. Adopted Resolution No. 2016-51, which is filed in Yuba County Resolution Book No. 47.

I. Public Guardian

1. (270-0616) Approve Memorandum of Understanding with Sutter-Yuba Mental Health for July 1, 2016 through June 30, 2018 and authorize Chair to execute. Approved.

J. Sheriff-Corner

1. (271-0616) Approve agreement with Yuba County Water Agency for law enforcement services for limited term May 15, 2016 through September 15, 2016 and authorize Chair to execute. Approved.

K. Sutter-Yuba Mental Health Services

1. (279-0616) Adopt resolution to rename Sutter-Yuba Mental Health Services to Sutter-Yuba Behavioral Health. Adopted Resolution No. 2016-52, which is filed in Yuba County Resolution Book No. 47.

IV. CLOSED SESSION: The Board retired into closed session at 9:55 a.m. and returned at 10:24 a.m. with all present as indicated above.

- A. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations DSA/MSA/YCPOA/County of Yuba Negotiating Parties: Abel By unanimous vote the Board gave authorization to the Negotiating team

V. PUBLIC COMMUNICATIONS:

- Mr. Buck Weckman
- Sheriff Durfor – Potential placement of a sexual predator in District 10
- Mr. Don Schrader

VI. COUNTY DEPARTMENTS

A. Auditor-Controller

1. (272-0616) Receive Independent Auditors Financial Statements and Single Audit report for Fiscal Year ending June 30, 2015. Auditor Richard Eberle recapped report, areas of concern, and responded to Board inquiries.

B. Health and Human Services

1. (273-0616) Authorize Contingency Fund transfer in the amount of \$10,000 for General Assistance Program projected year end expenditures for Fiscal Year 2015-2016. (4/5 vote required) Director Jennifer Vasquez provided a brief recap.

MOTION: Move to approve

MOVED: John Nicoletti SECOND: Mary Jane Griego

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

NOES: None ABSENT: None ABSTAIN: None

C. Yuba Sutter Economic Development Corporation

1. (274-0616) Adopt resolution approving Yuba Sutter Comprehensive Economic Development Strategy for Fiscal Year 2016-2017. (Ten minute estimate) District Director Brenda Stranix recapped report and responded to Board inquiries.

MOTION: Move to adopt

MOVED: Mary Jane Griego SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2016-54, which is on file in Yuba County Resolution Book No. 47.

D. County Administrator

1. (275-0616) Receive Fiscal Year 2016-2017 Proposed Budget; direct copies be made available to public; accept Proposed Budget as interim spending plan, including position allocation changes; set dates for Budget Workshop of August 16 and 17, 2016; and set Final Budget Hearings for September 20 - 27, 2016. (Thirty minute estimate) County Administrator Robert Bendorf provided a recap of policies, budget development by departments, and a PowerPoint presentation indicating the following:

- Budget development goals and process
- Proposed Budget \$ 173,824,015
- General Fund Discretionary Revenue - \$27,602,245
- Budgeted one-time revenue sources - \$425,000
 - General Fund Reserve - \$ 250,000
 - Capital Facility Fund - \$175,000
- General Fund Contingencies - \$769,272
- Significant Cost Increase
 - CalPERS Health Insurance Rates
 - PERS Pension Changes
- Workforce allocated positions 904

Mr. Bendorf responded to Board inquiries. Chair Abe opened the floor for public comments. There were none.

MOTION: Move to move approve proposed budget; direct copies be made available to public; accept Proposed Budget as interim spending plan; set dates for Budget Workshop of August 16 and 17, 2016; and set Final Budget Hearings for September 20 - 27, 2016.

MOVED: Mary Jane Griego SECOND: Randy Fletcher

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

NOES: None ABSENT: None ABSTAIN: None

D. Community Development and Services

1. (247-0616) Adopt resolution to authorize borrowing \$8,000 from County Service Area 66 to County Service Area 59 for road maintenance. Director Mike Lee recapped loan and repayment terms and responded to Board inquiries.

MOTION: Move to adopt

MOVED: Mary Jane Griego SECOND: Randy Fletcher

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

NOES: None ABSENT: None ABSTAIN: None

By roll call vote, adopted Resolution No. 2016-54, which is on file in Yuba County Resolution Book No. 47.

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

- A. (276-0616) Letter from Office of the Governor enclosing a proclamation calling the General Election on Tuesday, November 8, 2016. Received.
- B. (277-0616) Audit Report for Community Services Commission from 07/01/2014 - 06/30/2015. Received.
- C. (278-0616) Annual Sutter-Yuba Behavioral Health Advisory Board's Report for Fiscal Year 2015-16. Received.
- D. (255-0616) Two notices from California Fish and Game Commission regarding Conflict of Interest Code and Coast yellow leptosiphon croceus as endangered species. Received.
- E. (256-0616) Agenda from Central Valley Regional Water Quality Control for June 22 - 24, 2016. Received.

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

Supervisor Vasquez:

- o June 22 RCRC meeting
- o SB 1146 concerning post-secondary education

Supervisor Griego left the meeting at 11:53 a.m. and did not return.

Supervisor Fletcher - Meetings attended:

- o June 16 Yuba County Water Agency, and Yuba Sutter Transit Authority meetings
- o June 17 Toured Tahoe National Forest
- o June 21 ACWA Region II meeting

- June 22 Yuba County Water Agency meeting
- June 23 Toured Plumas Nation Forest

Supervisor Abe: Attended Local Emergency Medical Services meeting held June 15

County Administrator Robert Bendorf:

- Recapped regional homeless efforts, next steps, and requested a Board member be appointed to attend draft plan review meeting - Chairman Abe appointed Randy Fletcher
- Received consensus to recess during the Board meeting of July 12 to attend a brief dedication ceremony for the 14 Forward site on 14th Street

IX. CLOSED SESSION

- B. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 019-270-047, 048, 049 (Owners Broliar, Milton and Sandra) Negotiating Parties: Mike Lee Negotiation: Terms of Price Direction provided by unanimous vote.

X. RECESS TO 1:30 P.M.: The Board reconvened at 1:30 p.m. with Supervisors Griego absent.

XI. COST ACCOUNTING HEARINGS: The Clerk read the disclaimer and administered an oath to all parties testifying.

- A. (150-0416) Hold Hearing and adopt findings of facts, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$15,871.28 and the recording of a lien regarding 9248 Spring Valley Road, Marysville, CA 95901, Charles M. and Maurine L. Harrold. (Continued from April 26, 2016) (Roll call vote) (Ten minutes) Code Enforcement Manager Jeremy Strang recapped the determining factors, relevant facts and dates regarding cultivation of 102 plants outdoors without approved accessory structure, lack of registration, use of extension cords, debris, construction of building without permits, and responded to inquiries.

Attorney Roberto Marquez, on behalf of property owner, questioned Mr. Strang, recapped laws regarding noticing requirements, and felt costs of abatement were not reasonable.

Code Enforcement Officer John Jacenich responded to Board inquiries.

The following individual spoke: Ms. Karen Liggett

MOTION: Move to adopt findings of facts, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount \$15,871.28 and the recording of a lien

MOVED: Andy Vasquez SECOND: Roger Abe

AYES: Andy Vasquez, John Nicoletti, Roger Abe

NOES: Randy Fletcher ABSENT: Mary Jane Griego ABSTAIN: None

- B. (153-0416) Hold Hearing and adopt findings of facts, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$105,441.41 and the recording of a lien regarding 1791 East Eleventh Avenue, Olivehurst, CA 95961, owned by Diane Stanaland. (Continued from April 26, 2016) (Roll call vote) (Ten minutes) Code Enforcement Manager Jeremy Strang recapped request for continuance regarding title of property to Mr. William Leach, the determining factors, relevant facts and dates regarding cultivation of 63 plants outdoor without approved accessory structure, lack of registration, propagation of debris, recommended reducing to \$92,241.40 and responded to inquiries.

Mr. William Leach recapped circumstances taken to gain control of property following death of his mother Ms. Stanaland, felt Ms. Tina McDonald should bear cost of penalties, who was in control of the property at the time the abatement was ordered and responded to inquiries.

MOTION: Move to adopt findings of facts, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount \$6,441.40 contingent upon code enforcement inspection with violations removed within 30 days, property to remain free of violations for three years, and would revoke to \$92,241.40 upon sale of property prior to the end of three years

MOVED: Andy Vasquez SECOND: Roger Abe

AYES: Andy Vasquez, John Nicoletti, Roger Abe

NOES: Randy Fletcher ABSENT: Mary Jane Griego ABSTAIN: None

- C. (154-0416) Hold Hearing and adopt findings of facts, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$462,954.42 and the recording of a lien regarding 9943 Camper Lane, Brownsville, CA 95919, Rufus M. and AE Sun Monts. (Continued from April 26, 2106) (Roll call vote) (Ten minutes)

Chief Deputy County Counsel John Vacek advised of new owners and received Board consensus to continue the cost accounting hearing to August 23, 2016, to allow Title Company an opportunity to research and remedy mistake of overlooking recorded Notice of Noncompliance.

Mr. Rick St. Sauver Jr., property owner, requested the Board to authorize issuance of a permit for solar installation on the property and responded to inquiries.

Code Enforcement Manager Jeremy Strang responded to Board inquiries regarding permit.

MOTION: Move to authorize issuance of permit for solar system on property

MOVED: Randy Fletcher SECOND: Andy Vasquez

AYES: Andy Vasquez, John Nicoletti, Roger Abe, Randy Fletcher

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

Supervisor Nicoletti left the meeting at 2:45 p.m.

XI. PUBLIC HEARINGS AND ORDINANCE: The clerk read the disclaimer.

- A. (251-0616) Public Hearing - Hold public hearing to consider proposed change to assessments for County Service Area No. 9, absent a majority protest, adopt resolution to establish assessments to take effect on July 1, 2016. (Roll Call Vote) (Fifteen minute estimate) Chairman Abe opened the public hearing. No one came forward.

Ballots were opened and counted with an outcome of a majority protest. No further action taken.

- B. (252-0616) Public Hearing - Hold public hearing to consider proposed change to assessments for County Service Area No. 20, absent a majority protest, adopt resolution to establish assessments to take effect on July 1, 2016. (Roll Call Vote) (Fifteen minute estimate) Chairman Abe opened the public hearing. No one came forward.

Ballots were opened and counted with an outcome of a majority protest. No further action taken.

- C. (253-0616) Public Hearing - Hold public hearing to consider proposed change to assessments for County Service Area No. 39, absent a majority protest, adopt resolution to establish assessments to take effect on July 1, 2016. (Roll Call Vote) (Fifteen minute estimate) Chairman Abe opened the public hearing. No one came forward.

Ballots were opened and counted with a majority approval.

MOTION: Move to adopt

MOVED: Randy Fletcher

SECOND: Andy Vasquez

AYES: Andy Vasquez, Roger Abe, Randy Fletcher

NOES: None ABSENT: John Nicoletti, Mary Jane Griego ABSTAIN: None

By roll call vote, adopted Resolution No. 2016-55, which is on file in Yuba County Resolution Book No. 47.

- D. (254-0616) Ordinance - Hold public hearing, waive reading and adopt ordinance repealing and reenacting certain Chapters and Sections of Title 11 Development Code; approve changes to Zoning Map; and adopt Initial Study and Negative Declaration. (Thirty minute estimate) (Continued from June 21, 2016 for lack of a quorum per Government Code §65095) (Roll Call Vote) Community Development and Services Director Kevin Mallen advised of minor changes throughout the code and approve recommendation of the Planning Commission.

Chairman Abe opened the public hearing. No one came forward.

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

MOVED: Andy Vasquez

SECOND: Randy Fletcher

AYES: Andy Vasquez, Roger Abe, Randy Fletcher

NOES: None ABSENT: John Nicoletti, Mary Jane Griego ABSTAIN: None

By roll call vote, adopted Ordinance No. 1556 which is on file in Yuba County Ordinance Book No. 25.

XII. ADJOURN: 3:30 p.m.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba

CLERK RECORDER – REGISTRAR OF VOTERS

915 8th Street, Suite 107
Marysville, CA 95901-5273

- Elections (530) 749-7855
- Clerk (530) 749-7851
- Recorder (530) 749-7850
- Fax (530) 749-7854



(283-0716) Clerk... - 1 of 4

Ms. Terry A. Hansen

DATE: July 12, 2016

TO: Board of Supervisors
Yuba County

FROM: Terry A. Hansen, Clerk / Recorder

SUBJECT: Appointments to Fill Vacant Offices

RECOMMENDATION:

Appoint individuals as indicated to fill County Central Committee vacancies pursuant to elections Code §7228 and 7423.

BACKGROUND AND DISCUSSION:

Elections Code Section 7228 and 7423 provides for a request that the Board of Supervisors declare elected the candidates who have been nominated in lieu of election to the following:

- Democratic Central Committee (Supervisor District 2)
- Republican Central Committee (Supervisor Districts 1, 2, 4 & 5)

Attachments:

Resolution Declaring Elected Nominees to County Central Committee

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

**RESOLUTION DECLARING ELECTED
NOMINEES TO THE OFFICE OF MEMBER,
COUNTY CENTRAL COMMITTEE FOR
THEIR RESPECTIVE DISTRICTS AND
POLITICAL PARTIES**

RESOLUTION NO. _____

WHEREAS, the June 7, 2016 Primary Election is a regularly scheduled election day for members of the County Central Committees of qualified political parties; and

WHEREAS, the following Central Committees each have a number of nominees less than or equal to the number of offices to be filled in each central committee; and;

WHEREAS, pursuant to Elections Code Sections 7228 and 7423, the Board of Supervisor shall declare elected the candidates who have been nominated, and

WHEREAS, the following persons are the nominees for the office of Member, County Central Committee for the District and Political Party as set forth below:

Democratic County Central Committee

NAME	TERM
Christina Billeci – Supervisor District 2	4 Years
G. Michael Paine – Supervisor District 2	4 Years

Republican County Central Committee

NAME	TERM
Joe Hendrix – Supervisor District 1	4 Years
Stephen Heter – Supervisor District 2	4 Years
Michele Perrault – Supervisor District 4	4 Years
Clarence “Buck” Weckman – Supervisor District 5	4 Years

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Elections Code Section 7228 and 7423 the Board of Supervisors of the County of Yuba does hereby declare elected the below named nominees who shall take office and serve exactly as if elected at the June 7, 2016 Primary Election for the term prescribed by law.

Democratic County Central Committee

NAME	TERM
Christina Billeci – Supervisor District 2	4 Years
G. Michael Paine – Supervisor District 2	4 Years

Republican County Central Committee

NAME	TERM
Joe Hendrix – Supervisor District 1	4 Years
Stephen Heter – Supervisor District 2	4 Years
Michele Perrault – Supervisor District 4	4 Years
Clarence “Buck” Weckman – Supervisor District 5	4 Years

PASSED AND ADOPTED this _____ day of _____, 20____,
by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
ANGIL MORRIS-JONES



The County of Yuba

CLERK RECORDER – REGISTRAR OF VOTERS

915 8th Street, Suite 107
Marysville, CA 95901-5273

- Elections (530) 749-7855
- Clerk (530) 749-7851
- Recorder (530) 749-7850
- Fax (530) 749-7854



(284-0716) Clerk... - 1 of 4

Ms. Terry A. Hansen

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

To: Board of Supervisors
From: Terry Hansen, Clerk/Recorder – Registrar of Voters
Subject: **Statement of Vote – June 7, 2016 Presidential Primary Election**
Date: July 12, 2016

Recommendation:

Accept Certification of Vote for the June 7, 2016 Presidential Primary Election, declare winners for each office, the results of measures under your jurisdiction, and appoint members to particular district offices pursuant to Elections Code §15400, if appropriate.

Background and Discussion

In accordance with Elections Code §15372, I am submitting a certified copy of the Statement of Vote to your Board. Pursuant to Elections Code §15374 the Statement of Vote shows:

- The total number of ballots cast;
- The number of votes cast at each precinct for each candidate and for and against each measure;
- The total number of votes cast for each candidate and for and against each measure.

It is therefore recommended your Board accept the Statement of Vote for the June 7, 2016 Presidential Primary Election and declare winners for each office under your jurisdiction. The entire statement may also be viewed on the County website at: <http://www.yubaelections.org>.

Impact:

None. Administrative action only.

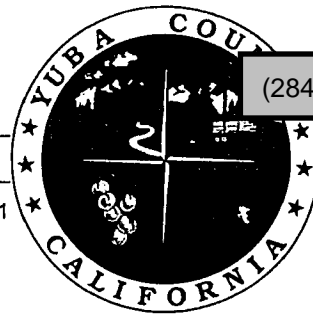
Committee Action:

None. This request is made directly to the Board of Supervisors.

Attachment:

Statement of Vote

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CLERK RECORDER – REGISTRAR OF VOTERS

915 8th Street, Suite 107
Marysville, CA 95901-5273

• Elections (530) 749-7855 • Clerk (530) 749-7851
• Recorder (530) 749-7850 • Fax (530) 749-7854

Ms. Terry A. Hansen

CERTIFICATION OF COUNTY CLERK/REGISTRAR OF VOTERS TO THE RESULTS OF THE CANVASS OF THE JUNE 7, 2016 PRESIDENTIAL PRIMARY ELECTION

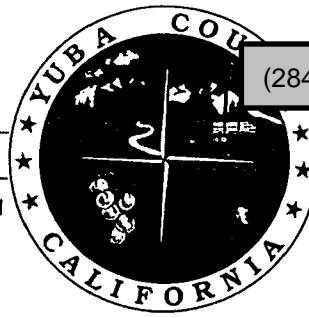
STATE OF CALIFORNIA }
COUNTY OF YUBA } ss.

I, Terry A. Hansen, County Clerk / Registrar of Voters of said county, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the Primary Election held in said County on June 7, 2016 for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 21st day of June 2016 at the County of Yuba.



Terry A. Hansen
Terry A. Hansen, Registrar of Voters
County of Yuba, State of California



CLERK RECORDER – REGISTRAR OF VOTERS

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Ms. Terry A. Hansen

1% Manual Tally Report

In accordance with Elections Code §15360, Yuba County conducted a 1% Manual Tally of votes cast in the June 7, 2016 Presidential Primary Election.

Random Tally Precinct Selection & Results

Precincts to be included in the 1% manual tally were selected by random draw on June 9, 2016.

Precinct 4006 Presidential Preference, US Senate, US Representative District 3, CA
Assembly District 3, County Supervisor District 4, Proposition 50, Measure A
and Measure B

Precinct 2002 Yuba County Water Agency – North Division, County Supervisor District 2
and Measure C

Precinct 3008 County Supervisor District 3

Vote County Variances

No variances were identified. All manual tally results balanced to the reported machine tally.

DRE Manual Tally

All 1,479 votes cast on the Sequoia Edge II DRE units were manually tallied. There was no variance between the manual tally and the machine tally.

Date: June 21, 2016

A handwritten signature in cursive script, reading "Terry A. Hansen".

Terry A. Hansen
Yuba County Clerk / Registrar of Voters

The County of Yuba



285-0716

(285-0716) Clerk... - 1 of 4

CLERK RECORDER – REGISTRAR OF VOTERS

915 8th Street, Suite 107
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- Fax (530) 749-7854

Ms. Terry A. Hansen

TO: Board of Supervisors

FROM: Terry A. Hansen, Clerk/Recorder – Registrar of Voters

SUBJECT: Chapter 12.140 – Medical Cannabis Cultivation and Commerce Initiative

DATE: June 28, 2016

Recommendation:

Accept Certificate of Sufficiency for **Chapter 12.140 – Medical Cannabis Cultivation and Commerce** and direct Registrar of Voters to consolidate initiative election with the November 8, 2016 Presidential General Election pursuant to Election Code §1405(b):

The election for a county initiative that qualifies pursuant to Section 9118 shall be held at the next statewide election occurring not less than 88 days after the date of the order of election. The election for a municipal or district initiative that qualifies pursuant to Section 9215 or 9311 shall be held at the jurisdiction's next regular election occurring not less than 88 days after the date of the order of election.

Background & Discussion:

Petition result breakdown is attached.

Fiscal Impact:

Undeterminable costs with lesser impact as a result of consolidation

Attachment: Certificate of Sufficiency
Petition Result Breakdown

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The County of Yuba

CLERK RECORDER – REGISTRAR OF VOTERS

915 8th Street, Suite 107
Marysville, CA 95901-5273

- Elections (530) 749-7855
- Clerk (530) 749-7851
- Recorder (530) 749-7850
- Fax (530) 749-7854



(285-0716) Clerk... - 3 of 4

Ms. Terry A. Hansen

CERTIFICATE OF SUFFICIENCY

I hereby certify that on June 28, 2016 the petition for **CHAPTER 12.140 – MEDICAL CANNABIS CULTIVATION AND COMMERCE** has been signed by the requisite number of qualified electors needed to declare the petition sufficient. The petition for the **CHAPTER 12.140 – MEDICAL CANNABIS CULTIVATION AND COMMERCE** is, therefore, qualified.

IN WITNESS WHEREOF, I hereunto set my hand and affix my official seal this 28th day of June, 2016.



Terry A. Hansen
County Clerk / Registrar of Voters



Petition Result Breakdown

(285-0716) Clerk... - 4 of 4

2016 - Medical Cannabis Cultivation

2016 - Medical Cannabis Cultivation and Commerce

Signatures Required	1242		
Raw Count	2,448		
Sample Size	2,448		
Sigs Checked	1,930	Percent of Sigs Checked	Percent of Sample Size
Sigs Not Checked	518		
Sigs Valid	1,251	64.8 %	21.2 %
Sigs Invalid	679	35.2 %	51.1 %
Duplicated	37	2.0 %	27.7 %
Non-duplicate Invalids	642	33.0 %	1.5 %
			26.2 %

RESULT ABBR	RESULT DESCRIPTION		
Approved	Approved	1,251	64.8 %
NotReg	Not Registered	325	16.8 %
OutOfDist	Out of District	2	0.1 %
Duplicate	Signed more than once	37	1.9 %
Withdrawn	Withdrawn	1	0.1 %
RegLate	Registered Late	89	4.6 %
RegDiffAdd	Registered at a Different Address	108	5.6 %
CantIdntfy	Cannot Identify	15	0.8 %
NoResAdd	No Residence Address Given	13	0.7 %
NoSig	No Signature	2	0.1 %
PrintedSig	Printed Signature	2	0.1 %
SigNoMatch	Signatures Don't Match	49	2.5 %
WrongCnty	Page Filed in Wrong County	36	1.9 %



COUNTY OF YUBA
OFFICE OF EMERGENCY SERVICES

286-0716

(286-0716) Emerg... - 1 of 4

DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN


EMERGENCY OPERATIONS MANAGER

BRIANA SCHUETTE

EMERGENCY OPERATIONS PLANNER

Date: July 12, 2016

To: Yuba County Board of Supervisors

From: Scott Bryan, Emergency Operations Manager 

RE: Fiscal Year 2016 Emergency Management Performance Grant

Recommendation

Adopt resolution authorizing the Director of Emergency Services or the Emergency Operations Manager to execute and submit an application and any required documents as required for the FY 2016 Emergency Management Performance Grant (EMPG), including any other pertinent documents related to this program, and authorize the acceptance of said funds

Background/Discussion

The EMPG is an annual pass thru grant to support comprehensive all hazards emergency management at the state, tribal, and local levels to encourage the improvement of mitigation, preparedness, response, and recovery.

Committee

There was no committee action due to the routine nature of the request.

Fiscal Impact

The EMPG has a dollar for dollar cost sharing or in-kind match requirement, in the amount of \$140,367. This will not have a negative effect on the General Fund, as the existing OES budget is used to meet the match requirement.

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

RESOLUTION:

SIGNATURE RESOLUTION AUTHORIZING)	
THE COUNTY DIRECTOR OF EMERGENCY)	
SERVICES AND THE EMERGENCY)	
OPERATIONS MANAGER TO APPLY FOR)	
THE FISCAL YEAR 2016 EMERGENCY)	
MANAGEMENT PERFORMANCE GRANT,)	
FURTHER AUTHORIZING THEM TO)	
EXECUTE DOCUMENTS AS REQUIRED BY)	
THE APPLICATION, THE RESULTANT)	
GRANT AND/OR ANY PERTINENT)	
DOCUMENTS RELATED TO THE PROGRAM)	
AND ACCEPTANCE OF GRANT FUNDS)	RESOLUTION NO. _____

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

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

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

application, for the Operational Area allocation of \$140,367 for and on behalf of the County of Yuba, a public entity established under the laws of the State of California.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba as follows: that the Director of Emergency Services or the Emergency Operations Manager is hereby authorized to accept FY 2016 Emergency Management Performance Grant funds in an amount not to exceed \$140,367; to execute, upon review and approval of County Counsel, documents as required by the application and the resultant grant; to authorize and execute the allocation of grant funds received.

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

AYES:

NOES:

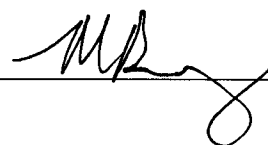
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



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



(287-0716) Healt... - 1 of 4

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

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Homer Rice, MPH, PhD, Health Administrator
Health & Human Services Department

DATE: July 12, 2016

SUBJECT: Resolution Authorizing the Chair to Accept Maternal, Child and Adolescent Health (MCAH) Grant Funds and Execute the Grant Agreement and Other Pertinent Documents

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Resolution of the Board authorizing the Health and Human Services Department (HHSD) to apply for the California Department of Public Health (CDPH) Maternal Child and Adolescent Health (MCAH) Grant for the period of July 1, 2016 through June 30, 2017; and further authorize the Chair of the Board to accept funds and to execute documents as required by this application and any pertinent documents related to this program.

BACKGROUND: Since 2007, Yuba County, through its Health and Human Services Department, has received MCAH program funds to develop policies and standards, and conduct activities aimed at improving the health and well-being of the women, children and families of Yuba County.

DISCUSSION: Yuba County's allocation for the period of July 1, 2016, through June 30, 2017, is \$206,773.00. The approval of this Board Resolution will authorize HHSD to apply for the funds and will authorize the Chair to execute the annual Agreement Funding Application (AFA)/Update form and other related documents.

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

FISCAL IMPACT: Approval of this Resolution will not impact County General Funds. The County portion for the MCAH Grant is funded by Public Health Realignment.

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

RESOLUTION AUTHORIZING THE)
CHAIR TO ACCEPT MATERNAL,)
CHILD AND ADOLESCENT HEALTH)
(MCAH) GRANT FUNDS FOR THE) **Resolution No. _____**
PERIOD OF JULY 1, 2016 THROUGH)
JUNE 30, 2017, AND EXECUTE THE)
GRANT AGREEMENT AND OTHER)
PERTINENT DOCUMENTS)

WHEREAS, the State of California has made grant funds available for the purpose of improving the health and well-being of women, children, adolescents, and families; and

WHEREAS, it is in the best interest of its residents for the County of Yuba to apply for and utilize the grant funds for the improvement of the health and well-being of women, children, adolescents, and families, particularly those who are low income residents of the County of Yuba.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: that the submission of an application to the California Department of Public Health for Maternal, Child and Adolescent Health (MCAH) grant funds is hereby authorized; and

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba, as follows: that the Chair of the Board is hereby authorized to accept Two Hundred Six Thousand Seven Hundred Seventy-Three Dollars (\$206,773.00) for the period July 1, 2016, through June 30, 2017; to execute, upon review and approval of County Counsel, documents as required by the application and the resultant contract for the stated period; to allocate and transfer funds for the stated period; to amend contracts for additional or lesser funding, and to execute amendments or memorandums of understanding developed under this grant if the allocation, or a

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

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

AYES:

NOES:

ABSENT:


ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM



Angil P. Morris-Jones,
Yuba County Counsel

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



(288-0716) Healt... - 1 of 2

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

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director 
Homer Rice, MPH, PhD
Health & Human Services Department

DATE: July 12, 2016

SUBJECT: Board of Supervisors Approval and Authorization to Award the Contract to Complete a Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) and Authorize the Chair to Execute the Professional Services Agreement

RECOMMENDATION: It is recommended that the Board of Supervisors approve and authorize the Health and Human Services Department (HHSD), Public Health Division, to contract with Health Management Associates to conduct a baseline comprehensive Community Health Assessment (CHA) and to develop a Community Health Improvement Plan (CHIP), for the period of August 1, 2016, through July 31, 2017. It is further recommended that the Chair of the Board be authorized to execute, on behalf of the County of Yuba and upon review and approval of County Counsel, the resultant Professional Services Agreement.

BACKGROUND: On April 26, 2016, the Board approved the Request for Proposals submitted by HHSD, Public Health Division, to solicit proposals from interested and qualified professionals to conduct a baseline county-wide community based health assessment and thereafter to develop a community health improvement plan.

DISCUSSION: HHSD received proposals from two qualified professionals to conduct a baseline comprehensive Community Health Plan and to develop a Community Health Improvement Plan. Upon review of the submitted proposals, Health Management Associates received the highest score and HHSD would like to contract with those professionals with an estimated budget amount of \$126,021.00.

COMMITTEE: The Human Services Committee was by-passed as the Request for Proposals was approved by the Board on April 26, 2016.

FISCAL IMPACT: Approval of this authorization will not impact County General Funds.

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The County of Yuba

289-0716
(289-0716) Healt... - 1 of 2

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



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

TO: Board of Supervisors
Yuba County

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

DATE: July 12, 2016

SUBJECT: Board of Supervisors Approval and Authorization to Award Contracts for Residential Substance Use Treatment Services and for the Chair to Execute the Service Agreements

RECOMMENDATION: It is recommended that the Board of Supervisors approve and authorize the award of the Health and Human Services Department (HHSD) contracts for detoxification treatment services and/or substance use residential services for adults of the Child Welfare Services (CWS) program and the Employment Services (ES) program to: The Salvation Army, Midvalley Recovery Facility, Inc. DBA Pathways, Progress House Inc., and Community Recovery Resources (CORR). It is further recommended that the Chair of the Board be authorized to execute, on behalf of the County of Yuba and upon review and approval of County Counsel, the resultant substance use residential services agreements.

BACKGROUND: The county is required to provide residential substance use treatment services to adults of the CWS and Employment Services programs. On May 10, 2016, the Board approved the Request for Proposals submitted by HHSD to solicit proposals from interested and qualified licensed professionals/facilities to provide detoxification treatment services and/or substance use residential services for adults of the CWS program and the Employment Services program.

DISCUSSION: HHSD received several proposals from qualified licensed professionals/facilities to provide substance use residential services for adults of the CWS program and the ES program. Upon review of the submitted proposals, the four professionals/facilities named above received the highest score and HHSD would like to contract with those professionals/facilities. The estimated budgets for each facility per fiscal year (FY) is as follows:

Facility	CWS Program 2016-2019	ES Program 2016-2019
CORR	\$12,000 per FY	\$21,000 per FY
Pathways	\$12,000 per FY	\$15,000 per FY
Progress House	\$12,000 per FY	\$30,000 per FY
Salvation Army	\$8,000 per FY	\$20,000 per FY

COMMITTEE: The Health and Human Services Committee was by-passed as the Request for Proposals was approved by the Board on May 10, 2016.

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

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Yuba Sutter Arts

624 E Street
Marysville
CA 95901

Phone: (530) 742 2787
Email: eliza@yubasutterarts.org
Web: www.yubasutterarts.org

arts

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

June 21, 2016

Dear Honorable Supervisors,

Yuba Sutter Arts seeks your support by the Resolution of the Board in authorizing our application to California Arts Council for State-Local Partnership Program funding for FY 2016-2017. This implies the Board's approval of Yuba Sutter Arts as Yuba County's designated Local Arts Agency.

We are passionate about our continued service to the community. This past year has seen the emergence of exciting new art programs and opportunities alongside the continuance of our established initiatives. We continue to offer an onsite art gallery for individual and group shows, and we continue to expand our partnerships with local businesses and organizations to exhibit art in business settings, storefronts and government offices. While last year was all about gathering momentum, this year we have been actively adding venues across our two counties. We call this program *Art Everywhere* with our focus being the visibility of art within the public sphere, and exposure for our artists.

Programs have been at the core of our progress during 2015-16. We have recognized the need to show our community that we have our finger on the pulse in terms of the most potent needs in our region. Where 2014-15 year had been one of important introspection, 2015-16 has been one of outreach.

Under the umbrella of The Playzeum Yuba-Sutter we were successful in an application to Sutter Children and Families Commission for funds to support a program we collectively call *Families Learning in Play*, or FLIP. This fantastic three-year program is all about strengthening families, helping them build networks, and preparing young children for school through art of all kinds. Kids from Robins, Sutter, Live Oak, and from across Sutter County, are accessing rigorous methodology and loving it. We hope over time to replicate this program for our underserved areas in Yuba County... Watch this space!

Last month we learned that our grant application for *Color Up* was approved. *Color Up* will see us partner with Juvenile Hall to work with young offenders in Yuba County on self-expression and positive personal development through visual art. Together we will help young people re-enter their communities and find a path to a fulfilling future – all thanks to funds from the Board of State and Community Corrections. In the year to come we hope to leverage these funds to apply for California Arts Council *JUMP StArts* grant. This celebrated program supports quality arts education and artists-in-residence programs for at-risk youth within the juvenile justice system.

We've also worked hard this year on setting in motion a new program of beautification and revitalization in Live Oak, through matched funding by the City. Assuming we reach our match target local professional artists are set to team up with community members to paint gorgeous murals throughout the City and this will form part of a three-year program into the future.

I'd like to draw your attention to a true highlight in our year. Our California Arts Council-funded *Veterans Initiative in the Arts* resulted in seven uniquely designed murals in Marysville which shone a light on seven veterans' diverse experiences in and out of the military. An additional mural stands tall as a map through which our public can now identify every veterans memorial across our bi-county area, and still another as a tribute to Beale Air Force Base. Mentored by seven local artists, the community rallied around us on Memorial Day this year as they were unveiled. They are a testament to strength, valor and love – and to the power of creative self-expression.

You may know that California Arts Council is marking its 40th Anniversary this year. To help celebrate it, the Council created a video showcasing six life-changing arts initiatives statewide – ours being among them. This was viewed in Sacramento in January by Governor Jerry Brown, Annette Benning, Peter Coyote and more than 40 state legislators – and now commands center stage on the home page of California Arts Council for the duration of this year. We feel proud that Yuba Sutter Arts was the only regional arts council to have been selected, and that its Veterans Initiative stood side-by-side with some of the most prestigious arts organizations in California.

Meanwhile, Yuba Sutter Arts continues to leverage its 110-seat theatre as an anchor for partnerships and to offer the use of our facilities and technical expertise to nonprofit groups at a reduced rate or at cost. Musical performances range from classical to country, student soloists to string quartets. This year we hosted jazz pianists, classical guitarists, violinists from a local Suzuki school, opera, and students from Yuba College for performance poetry stand-offs. Low-cost and free tickets as well as weekend matinees and evening shows make events accessible and affordable for all.

This year's annual Poetry Out Loud competitions were held in our theatre, as were five unique Broadway-style shows under the umbrella of our Applause Series. Now into our second year of partnering with Sutter Performing Arts Association with Applause, it is satisfying to measure the impact of this collaboration through our mutual desire for a new black box theater for Sutter County.

For the 2nd year in a row Yuba Sutter Arts formed a panel of judges spanning the 3rd Congressional District under Congressmen John Garamendi. In Congressman Garamendi's own words: "Yuba Sutter Arts continues to inspire young artists. This year they assisted with community outreach for my office's Congressional Art Competition, actively encouraging local schools across Yuba and Sutter Counties to participate. With their help a record 80 children participated in this aspirational art competition, an increase even on last year's record."

Yuba Sutter Arts has served as the designated Local Arts Agency for the County of Yuba for thirty-five years. This designation allows us to apply for nominal and much needed core funding via California Arts Council's State-Local Partnership Program. We truly appreciate your past support and advocacy, and hope that you will approve the Resolution of the Board for FY 2016-17.

Please don't hesitate to contact me for more in-depth information on our current position, plans and progress.

Sincerely,



Eliza Tudor
Executive Director

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

**RESOLUTION APPROVING APPLICATION)
AND AUTHORIZING EXECUTION OF A)
STATE-LOCAL PARTNERSHIP PROGRAM)
FOR YUBA SUTTER ARTS WITH)
CALIFORNIA ARTS COUNCIL)**

RESOLUTION NO. _____

WHEREAS, the California Arts Council and the California State Legislature have established a State-Local partnership Program designed to encourage local cultural planning and decision-making and to reach previously underserved constituents; and

WHEREAS, the Yuba-Sutter Regional Arts Council has successfully delivered arts services as the County designated partner for 35 years; and

NOW THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of the County of Yuba does hereby approve of the FY 2016-2017 State Local Partnership Program Grant Contract to be submitted to the California Arts Council by the Yuba-Sutter Regional Arts Council and to designate the Yuba-Sutter Regional Arts Council to execute the contract with the California Arts Council, contingent upon approval of the application by the California Arts Council.

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.

AYES:

NOES:


ABSENT:

ABSTAIN:

Chairman

ATTEST:
CLERK OF THE BOARD OF SUPERVISORS
DONNA STOTTLEMEYER

APPROVED AS TO FORM: COUNTY COUNSEL
ANGIL MORRIS JONES



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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901

www.co.yuba.ca.us



(291-0716) Appro... - 1 of 2

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

July 12, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approval of Plans, Specifications and Estimate and Authorization for Advertisement of Bids for Ella Elementary Safe Routes to School ATP Project
7th Avenue from Olivehurst Avenue to Powerline Road

RECOMMENDATION:

Approval of Plans, Specifications and Estimate and authorize the subject Active Transportation Plan (ATP) project for advertisement of bids with a tentative bid opening date of August 3, 2016. Specifications are available for review at Public Works.

BACKGROUND:

Multiple improvement projects have been completed, or are in the process of being completed, in the Olivehurst area. This project will provide bike lanes, sidewalks and improve drainage along 7th Avenue, from Olivehurst Avenue to Powerline Road. The project will be primarily funded with State-Only ATP funds.

DISCUSSION:

The work in general consists of placing and/or replacing drain culverts and storm drains, placing curb, gutter, and sidewalk, and hot mix asphalt overlay, placing pavement reinforcing fabric, and striping along 7th Avenue from Olivehurst Avenue to Powerline Road. The engineer's estimate for construction of the project is \$1,236,414. The project is expected to be completed by September 2017.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the Public Works Budget.

FISCAL IMPACT:

Construction of the project will be funded with \$1,135,000 of State-Only ATP funding with the remainder coming from the Road Fund and Drainage budget.

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The County of Yuba

292-0716

(292-0716) Appro... - 1 of 20

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



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

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Chaya Galicia, Project Manager
Health & Human Services Department

DATE: July 12, 2016

SUBJECT: Board of Supervisors Approval to use the Site Supervisor Agreement, Emergency Temporary Shelter Agreement and Storage Agreement for the Homeless at 14Forward Site

RECOMMENDATION: It is recommended that the Chair of the Board be authorized to execute, on behalf of the County of Yuba, the attached 14 Forward Site Supervisor Agreement after it has been signed by the Site Supervisor; and it is further recommended the Board of Supervisors approve the use of the attached Emergency Temporary Shelter Agreement and Storage Agreement for the homeless program.

BACKGROUND: Yuba County owns real property located at 938 14th Street, Marysville, which will be used to provide temporary emergency housing to County residents subject to displacement from the homeless encampments in the area known as "the Horseshoe" in Yuba County.

DISCUSSION: A Site Supervisor will be recruited to oversee the temporary emergency shelter camp. Displaced county residents identified by county officials as eligible for emergency shelter will be required to adhere to the terms set forth in the Emergency Temporary Shelter Agreement and Storage Agreement.

COMMITTEE: The Human Services Committee was by-passed due to time constraints.

FISCAL IMPACT: Approval of this authorization will not impact County General Funds.

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SITE SUPERVISOR AGREEMENT 14FORWARD

This Site Supervisor Agreement, (hereinafter referred to as "Agreement") is made and entered into by and between the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and _____, an independent contractor, (hereinafter referred to as "SUPERVISOR"), this _____ day of _____, 2016.

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

14Forward:

Parcel 1: 938 14th Street, Marysville, California 95901

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

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

WHEREAS, SUPERVISOR'S presence on the Property will add to the overall safety for the program participants and the County will provide provisions rent free for the SUPERVISOR to carry out this role.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

TERMS AND CONDITIONS

1. CONDITION OF AGREEMENT

This Agreement is subject to the provisions of Chapter 8.79 of Title VIII of the Yuba County Ordinance Code which governs the use of 14Forward, and SUPERVISOR warrants and certifies that it has read, is familiar with, and understands the provisions of Chapter 8.79.

2. TERM OF AGREEMENT

The term of this Agreement shall continue in effect from the date hereinabove written for a period of one (1) YEAR. COUNTY grants to SUPERVISOR an option to renew this Agreement, subject to renegotiation as to the terms, conditions, and consideration, for an

additional one (1) YEAR. In the event SUPERVISOR desires to exercise the option herein granted, it shall notify COUNTY, in writing, by registered mail, at least 60 DAYS prior to the expiration of the initial term. In the event, SUPERVISOR fails to so notify COUNTY as hereinabove provided, then and in that event, the option shall be null and void. In the event COUNTY and SUPERVISOR are unable to agree upon the terms, conditions, and consideration for the renewal period at least thirty (30) DAYS prior to expiration of the initial term, then the option shall be null and void.

3. CONSIDERATION

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

3.1 SUPERVISOR shall provide the following described services upon the Property:

- a. SUPERVISOR must be twenty-one (21) years of age or older and reside on the premises with no more than one (1) additional person. If an additional person resides with SUPERVISOR, that additional person must be at least twenty-one (21) years of age. SUPERVISOR to provide a self-contained recreational vehicle no longer than forty (40) feet and no wider than nine (9) feet and said vehicle shall be properly registered and insured. Tents or tent type campers will not be permitted. No other structures, corrals, pens or cages will be constructed. Upon completion of the contract the area will be vacated and left clean. The County will not be responsible for any costs incidental to moving onto, setup or moving away from the site.
- b. SUPERVISOR shall provide their own transportation at no expense to the County in the performance of the duties required. All vehicles used by SUPERVISOR shall be properly registered and insured.
- c. Abide by Site Supervisor Requirements and Emergency Protocols as listed in Exhibit A.

3.2 COUNTY shall provide the following described services and materials to the SUPERVISOR upon the Property for the execution of his/her duties as detailed above:

- a. Parking space, water and electrical hookups for Recreational Vehicle.
- b. Supplies necessary for clients to complete assigned chores.
- c. Use of 14Forward amenities.
- d. SUPERVISOR nametag.

///

4. INSURANCE

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

- 4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement.
- 4.2 MINIMUM SCOPE OF INSURANCE. COUNTY shall procure insurance covering general liability for SUPERVISOR:
 - a. Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the COUNTY Risk Manager prior to acceptance of the Agreement.
- 4.3 SUPERVISOR is responsible for covering automobile liability for SUPERVISOR'S vehicle(s) and trailer. Coverage shall be at least as broad as:
 - a. Insurance Services Office Business Auto Coverage form Number CA 0001 0187 covering Automobile Liability, code I "any auto" and Endorsement CA 0029.
- 4.4 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain the following provisions:
 - a. Automobile Liability Coverage's.
 - (i) The COUNTY and its officers, employees and volunteers are to be covered as insured with respect to: liability arising out of automobiles owned, leased, hired or borrowed by or on the behalf of the SUPERVISOR.
 - (ii) The SUPERVISOR'S insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers and any other insured's under this Agreement. Any insurance or self-insurance maintained by the County, its officials, employees and volunteers or other insured shall be excess of the SUPERVISORS insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees and volunteers or other insureds under this agreement.

- (iv) The insurance policy required by this clause shall be endorsed to state that the SUPERVISOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - b. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.
- 4.5 ACCEPTABILITY OF INSURERS. SUPERVISOR'S insurance is to be placed with insurers with a current A.M. Best's rating of not less than that of A:VII. It is understood that the COUNTY shall self-insure for general liability exposure.
- 4.6 MINIMUM LIMITS OF INSURANCE.
- a. COUNTY shall maintain limits no less than: Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
 - b. SUPERVISOR shall maintain limits no less than: Automobile Liability: \$100,000 combined single limit per accident for bodily injury or property damage.
- 4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officials, employees and volunteers; or, the SUPERVISOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.8 VERIFICATION OF COVERAGE.
- a. SUPERVISOR shall furnish COUNTY with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsements(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsements(s) are to be on forms approved by the COUNTY before SUPERVISOR may reside on Park Property. COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

5. IMPROVEMENTS AND ALTERATIONS

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

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

6. MAINTENANCE

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

7. USE OF PREMISES

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

8. INSPECTION

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

9. NO AGENCY, EMPLOYEE, OR REPRESENTATIVE RELATIONSHIP

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

- 9.1 SUPERVISOR shall determine the method, details and means of performing the services to be provided by SUPERVISOR as described in this Agreement.
- 9.2 SUPERVISOR shall be responsible to the COUNTY for the requirements and results specified by this Agreement and shall not be subject to the COUNTY'S control with respect to the means, method, physical actions or activities of SUPERVISOR in fulfillment of the services to be provided by SUPERVISOR.
- 9.3 SUPERVISOR is not, and shall not be entitled to receive from, or through the COUNTY and COUNTY shall not provide, or be obligated to provide, the SUPERVISOR with Worker's Compensation coverage, unemployment insurance coverage or any other type of employee or workers insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.
- 9.4 SUPERVISOR shall not be entitled to have the COUNTY withhold or pay and COUNTY shall not withhold or pay, on behalf of the SUPERVISOR, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.
- 9.5 SUPERVISOR shall not be entitled to participate in, or receive any benefit from, or make any claim against, or fringe benefit program, including, but not limited to, COUNTY'S pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY'S employees.
- 9.6 COUNTY shall not withhold or pay, on behalf of SUPERVISOR, any federal, state or local tax, including, but not limited to, any personal income tax, owed by SUPERVISOR.

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

10. POSSESSORY INTEREST

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

11. TAX LIABILITY

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

12. ASSIGNMENT

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

13. HOLD HARMLESS

SUPERVISOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of SUPERVISOR, in the performance of services rendered under this Agreement by SUPERVISOR, or any of SUPERVISOR'S officers, agents, employees, contractors, or subcontractors.

14. NATURAL DISASTERS

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

15. CONDEMNATION

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

16. TERMINATION

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

17. NON-DISCRIMINATION

Throughout the duration of this Agreement, SUPERVISOR shall not unlawfully discriminate against any employee of the SUPERVISOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. SUPERVISOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. SUPERVISOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUPERVISOR shall also abide by the Federal Civil Rights Acts of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. SUPERVISOR shall give written notice of its obligations under this clause in any labor agreement. SUPERVISOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

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

In addition to application of the non-discrimination provision of this Agreement, above, SUPERVISOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees, members of the public, or recipients of services.

19. WAIVER

A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be

deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

20. COMPLETENESS OF INSTRUMENT

This Agreement constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

21. SUPERSEDES PRIOR AGREEMENTS

It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

22. MODIFICATION

No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the objective of this Agreement; and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. PARTIAL INVALIDITY

If any term, covenant, phrase, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

25. JURISDICTION

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the county of Yuba, State of California.

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26. CONTROLLING LAW

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

27. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and /or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

28. CONFLICT OF INTEREST

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

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29. NOTICES

All notices and demands of any kind which either Party may require or desire to service on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Jennifer Vasquez, Director
Yuba County Health & Human Services
Department
5730 Packard Avenue, Suite 100
Marysville, CA 95901

With a copy to:

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

If to "SUPERVISOR":

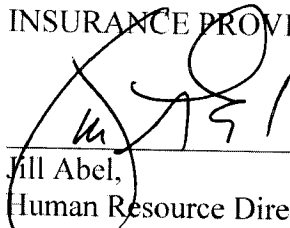
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

"COUNTY"
COUNTY OF YUBA

"SUPERVISOR"

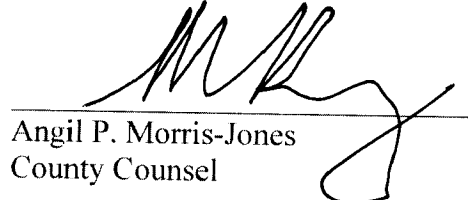
Chair,
Yuba County Board of Supervisors

INSURANCE PROVISIONS APPROVED



Jill Abel,
Human Resource Director and Risk Manager

APPROVED AS TO FORM:



Angil P. Morris-Jones
County Counsel

EXHIBIT A

Site Supervisor Requirements

The Site Supervisor will be specifically required to oversee the daily activity of individuals staying at the Village. The Site Supervisor must strive to treat all individuals fairly and in a courteous manner. This will include but is not limited to:

- Daily general oversight of property and ensuring adherence to the agreed upon policies and protocols in duly signed User Agreements
- Preparing weekly chore list and monitoring that all chores are complete
- Conducting weekly unit checks; looking specifically for cleanliness, smoke detector functionality, storage compliance and animal policy compliance
- Notifying Project Manager of needed maintenance in units and throughout property
- Maintaining the office unit and communicating needs for supplies or maintenance to Project Manager
- Communicating client behavioral problems and/or outstanding behavior to Project Manager
- Taking responsibility for the overall safety (including confidentiality) of participants at the site
- Allowing access for community groups to utilize office unit; according to a previously determined schedule
- Providing access for participants to the on-site storage facility; according to a previously determined schedule
- Maintaining a presentable personal appearance during business hours and when in contact with the public. Site Supervisor will wear a shirt, pants (or shorts), footwear and nametag (to be worn during business hours)
- Informing the Project Manager at least two weeks in advance of any planned time away from the property exceeding 12 hours / or as soon as possible under emergency circumstances
- Informing the Project Manager if the Police are called, either for emergency or non-emergency situations
- Carrying out other duties may be requested in the future as the program develops and needs are realized

Emergency Protocols

Calling Emergency Personnel: 911

The Site Supervisor should call 911 immediately for any of the following:

- a. Conditions could potentially lead to the death or injury of another,
- b. To prevent a crime from occurring, or,

c. To prevent the escape of a suspect having committed a crime.
Typical reasons to call 911 would be:

- A fire
- A medical emergency
- A crime that is in progress or has resulted in unsafe conditions for others
- To report a known wanted person or at-risk missing person

If the Site Supervisor is unaware of an emergency, and a User calls 911, the User should inform the Site Supervisor immediately that emergency personnel are on their way. The Site Supervisor should not at any time try to intervene and stop illegal activity. If someone is at immediate risk, the Site Supervisor should not attempt to mediate but rather to ensure the safety of other Users.

Calling Police Business Line: 530-749-3952

The Marysville Police Department business line is used to report non-emergency criminal activity. Typical reasons to call the business line would be:

- theft
- vandalism
- drug use
- loud noise
- restraining order/child custody order violations
- fights that don't rise to the level of people being in danger of great bodily injury and where there are no weapons involved

If there is a question of whether or not to call 911, the Site Supervisor should call 911.

Uncontrolled Animals

If dogs or other animals are freely roaming the property, Site Supervisor will inform the owner immediately to put their animal in a designated area or on a leash.

If dogs or other animals are in their designated area or on a leash, and exhibit uncontrolled behavior and there is a risk of attack, Site Supervisor will call 911.

In the event of an animal attacking another animal or a User, Site Supervisor will call 911. If Site Supervisor is unaware of animal attack, and a User calls 911, the User should inform the Site Supervisor immediately that emergency personnel are on their way. Site Supervisor should not at any time try to intervene and stop animal attacks. If someone is at immediate risk, Site Supervisor should not attempt to intrude but rather to ensure the safety of other Users.

For other uncontrolled animal situations that cannot be resolved with the animal owners, the Site Supervisor should call Marysville Police Department: 530-749-3952.

EMERGENCY TEMPORARY SHELTER AGREEMENT

This Agreement is entered into between _____ (the User) and the County of Yuba (the County). By this Agreement the County agrees to provide emergency shelter to the User for a limited period of time without charge to the User. It is the County's intention by this agreement to attempt to offset some of the negative consequences of the displacement of persons from homeless encampments in the area known as "the Horseshoe" in Yuba County (roughly defined as the area along the South bank of the Yuba River downstream from the E Street Bridge over the Yuba River).

1. The County agrees to provide emergency shelter for County residents subject to displacement from homeless encampments in the Horseshoe area. To be eligible to take advantage of this free emergency shelter opportunity the User must have been identified by County officials as an inhabitant subject to displacement from the "Horseshoe" area; the County's decision with respect to eligibility for emergency shelter is final and not subject to review.
2. The County emergency shelter camp is located on County property located near the intersection of 14th St. and J St. within the City of Marysville, California. The maximum number of Users of the emergency shelter area is thirty (30) people. The County will provide a suitable simple wood frame structure for shelter within the emergency shelter camp.
3. The emergency shelter camp is for temporary shelter only. Stay at the emergency shelter camp is limited to twenty one (21) days. A User of the shelter may apply for an extension at the temporary shelter at the end of a 21 day period and the County may grant such applications up to a maximum total stay at the camp of eighty four (84) days. It is understood that this grant of temporary emergency shelter creates absolutely no right or interest enforceable under California's landlord tenant laws. The County may terminate a User's ability to enter or remain on the premises of the emergency shelter at any time and for any reason, in the County's sole discretion. The User agrees to cooperate with the County's Department of Health and Human Services in efforts to secure more permanent housing.
4. The County shall provide sanitary facilities consisting of chemical toilets and hand wash stations. The County will be responsible for the cleaning and maintenance of all facilities. The County shall determine the location and placement of the sanitary facilities.

5. The use of the emergency shelter facility is subject to the terms and conditions set forth below. User understands and agrees that violation of any of these terms and conditions may result in immediate expulsion from the emergency shelter facility.

- a) The County will provide a simple wooden structure for shelter, along with a cot and bedding for the User. Occupancy of each structure is limited to a maximum of two Users, each of whom must have qualified for admission to the emergency shelter facility and signed this Agreement. A User must stay in the shelter unit assigned by the County. A User may apply to change shelter units, but the decision to grant such a request lies in the sole discretion of the County. Overnight guests are not permitted.
- b) Additions to the structure provided by the County, including lean-tos, tents, any form of structure, awnings, or any other type of accessory living area are not permitted.
- c) No persons under the age of 18 are permitted in the emergency shelter facility, unless part of a volunteer group providing services at the facility.
- d) Possession or consumption of alcoholic beverages or illegal drugs, including marijuana, is not permitted in the emergency shelter facility.
- e) Smoking is permitted only in outdoor areas designated by the County as smoking areas. Smoking is not permitted inside the structure provided by the County.
- f) Open fires are not permitted in the emergency shelter facility.
- g) Dogs are permitted within the emergency shelter facility, but are limited to one per User. Dogs, while in the facility, must remain kenneled or restrained on a leash six feet in length or shorter. Dogs are not permitted inside the structure provided by the County. If a particular animal is determined by the County, in its sole discretion, to be dangerous or a nuisance, the animal and/or its owner may be subject to expulsion from the facility. The County may, in its sole discretion, permit other types of small pets within the facility. Large animals (eg., horses) are not permitted in the facility. The owner or caretaker of an animal in the emergency shelter facility is responsible for the care of the animal and for cleaning up after the animal.
- h) Firearms are not permitted in the emergency shelter facility. Other dangerous weapons, including knives with a blade length of 4 inches or longer, are not permitted in the emergency shelter facility.

- i) The emergency shelter facility involves people living in relatively close quarters; the User agrees to maintain a "quiet time" from 10:00 p.m. to 6:00 a.m. for the benefit of all users. Visitors are not allowed on the premises of the emergency shelter between the hours of 10:00 p.m. and 6:00 a.m.
- j) The emergency shelter facility is adjacent to a residential area in the City of Marysville. Users of the facility shall not trespass on private property, shall not "panhandle" or otherwise solicit area residents, and shall not engage in any kind of criminal conduct.
- k) Trash and refuse receptacles will be provided by the County; User agrees to use such containers, not allow an accumulation of trash or refuse, and to keep the facility clean and orderly.
- l) The County will provide a "power drop" for the charging of cell phones and other personal electronic devices. Extension cords from the power drop are not permitted and will be seized.
- m) Motor vehicles, including motorcycles, motor scooters, or motorized bicycles are not permitted in the emergency shelter facility. Parking for properly registered, street legal motor vehicles will be provided by the County at a location near the facility. Trailers of any kind, including camp trailers, are not permitted in the emergency shelter facility. The County will not provide parking for any kind of trailer or recreational vehicle.
- n) Each structure will have a smoke detector and fire extinguishers will be available in the facility. The County shall have the right, upon reasonable notice, to access each structure to ensure that said items are in working order, as well as to ensure compliance with these rules and regulations.
- o) User agrees to keep the structure to which he or she is assigned clean and orderly. Exterior storage of personal belongings in the facility is not permitted. The County will provide secure storage of personal property, but that storage is not something to which User will have daily or frequent access.

I understand that I am a guest of the County of Yuba and that any violation of the foregoing rules and expectations may lead to immediate expulsion from the Yuba County emergency shelter.

Signature

APPROVED AS TO FORM

Date

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 

AGREEMENT FOR STORAGE OF PERSONAL BELONGINGS

This Agreement is entered into between _____ (the User) and the County of Yuba (the County). By this Agreement the County agrees to store a limited amount of User's personal property for a limited period of time without charge to the User. It is the County's intention by this agreement to attempt to offset some of the negative consequences of the displacement of persons from homeless encampments in the area known as "the Horseshoe" in Yuba County (roughly defined as the area along the South bank of the Yuba River downstream from the E Street Bridge over the Yuba River). This agreement is entered into with the following conditions and understandings.

1. To be eligible to take advantage of this free storage opportunity the User must have been identified by County officials as an inhabitant subject to displacement from the "Horseshoe" area; the County's decision in this respect is final and not subject to review.
2. The free storage offered by the County is limited to a period of 90 days. Property left in the County's storage facility longer than 90 days may be destroyed or otherwise disposed of without notice to the User.
3. User shall not use the storage space to store any flammable, combustible, explosive, corrosive, perishable, chemical, odorous, noxious, or otherwise inherently dangerous materials. User shall not store any items outside the storage unit nor dispose of any trash or refuse outside the storage unit other than in containers provided by the County. Items stored or left outside of a storage container may be promptly removed and disposed of.
4. User agrees that the County may photograph or video record any items submitted for storage. User agrees to not store any item worth more than \$250 in County storage. It is understood that the County's storage unit will be utilized by multiple users; User agrees that the County may move stored items within the storage unit to accommodate other users or for the County's convenience.
5. The storage space provided by the County is a lockable storage container. It is not a "closet" for the User and daily access will not be provided; it is intended as longer term storage for items not used on a frequent or regular basis. Access to

stored items will be provided upon reasonable notice to the County's storage manager and upon adequate proof of identity as the User. The County agrees to take less formal means of identification than a government issued ID.

6. The County shall have no liability for damage or loss of property placed in storage caused by heat, cold, theft, vandalism, fire, water, winds, dust, rodents, insects, or any other cause whatsoever.

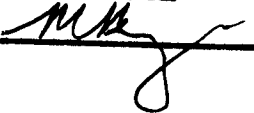
Signature

Date

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 

The County of Yuba

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR




293-0716

(293-0716) Appro... - 1 of 70

MARYSVILLE, CA 95901

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

TO: Board of Supervisors

FROM: Jill Abel, Human Resources Director 

RE: Memorandum of Understanding between the County of Yuba and the Yuba County Probation Peace Officers' Association

DATE: July 12, 2016

RECOMMENDATION

It is recommended that the Board of Supervisors authorize the Chair to sign the attached Memorandum of Understanding (MOU) between the County of Yuba and the Yuba County Probation Peace Officers' Association (YCPPOA).

BACKGROUND

The County and YCPPOA met and conferred in good faith regarding wages, hours, and working conditions and mutually agreed to terms for the period beginning July 1, 2016, and ending June 30, 2019. This MOU includes the terms and conditions of that agreement.

DISCUSSION

The discussions between the County and YCPPOA focused on containing cost of business increases and overall fiscal health of the County. The primary issues addressed were: 1) the impact of rising pension costs, 2) a salary study conducted of the classifications in this bargaining unit, and 3) the application of overtime as it relates to the Fair Labor Standards Act.

The major provisions of the MOU contained therein are:

- A 3-year term
- Cost of Living Adjustments in the form of a lump sum payment in Year 1, and a 2% adjustment in Year 2 and Year 3
- Equity Adjustments for classifications experiencing market lag and/or recruitment and retention issues
- CalPERS Employer Pension Cost sharing totaling 3% during the term
- The removal of Sick Leave from the calculation of overtime
- The adoption of a 2-week work period for some classifications pursuant to section 207K of the Fair Labor Standards Act
- Clean-up language in several articles to reflect changes in state or federal law

FISCAL IMPACT

The cost of the 3 year agreement is estimated at \$510,141; \$240,767 non-general fund, and \$269,374 general fund.

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MEMORANDUM OF UNDERSTANDING

**By and Between
The County of Yuba
And
Yuba County Probation Peace Officers' Association
(YCPPOA)
Representing
Bargaining Units #16 and 17**



July 1, 2016 – June 30, 2019

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PREAMBLE

This comprehensive Memorandum of Understanding (hereinafter referred to as Agreement or MOU) is between the County of Yuba (hereinafter called the County) and Yuba County Probation Peace Officers' Association, (hereinafter called the Union or PPOA) for the purpose of setting forth a mutual understanding of the parties as to wages, hours, and working conditions, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code section 3500, et seq.). This MOU is a consolidation of previous Memorandums of Understanding, and previously agreed upon mandatory subjects of bargaining found in the County's Merit Resolution and the County's Rules Governing Resolution.

The County and the Union met and conferred in good faith regarding wages, hours, and working conditions and mutually agreed to an Agreement for the period beginning July 1, 2016, and ending June 30, 2019.

Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply equally to either gender.

ARTICLE 1 – DEFINITIONS

Section 1.01 Scope

Unless the context otherwise requires, the definitions herein set forth govern the construction of this Agreement.

Section 1.02 Definitions

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

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

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

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

Certification means the action by which persons on an eligible list are certified by the Human Resources Director to the appointing authority as eligible for appointment or promotion.

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

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

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

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

Compensable Time Off (CTO) means compensable time earned in place of overtime pay at the rate of 1 ½ times the amount of time worked.

Day means a period of time between any midnight and the midnight following except in the Juvenile Hall where a day is any 24 hour period beginning with the regularly scheduled work shift.

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

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

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

Eligible means a person who has successfully passed all examinations for a class and whose name is placed on an eligible list or maintained in an eligible name file.

Eligible List means a list of persons who have been examined in open or promotional competitive examinations and are eligible for certification in a specific class.

Employee means a person legally holding a position in the County service covered by this Agreement.

Extended Illness means an injury or illness which requires the absence from work of an employee for more than fifteen calendar days.

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

Immediate Family means a person related by blood, marriage or adoption who is a husband, wife, son, daughter, sister, brother, mother, father, grandfather, grandmother, granddaughter or grandson unless expanded definition is required by Federal or State law..

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

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

Limited Term Position means a position which is allocated to a specific mission in a given period of time pursuant to a special program adopted by the Board of Supervisors.

Minimum Qualifications means the minimum qualifications of education, experience, ability, knowledge, licenses and other requirements for entrance examinations, appointments, or promotion.

Month means a calendar month.

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

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

Part-Time Employee means a regular employee who is regularly assigned to work a specific number of hours less than a normal full-time schedule.

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

Permanent Position means a position approved by the Board of Supervisors and included in the allocation schedule.

Permanent Status means an employee has completed a probationary period for a Yuba County position.

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

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

Probation Period means the time during which an employee can be released from service without cause.

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

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

Promotion List means a list of names of county employees who have passed a promotional selection procedure for a class in the classified service, ranked in the order of score earned.

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

Rank means all candidates receiving the same range of scores on an eligibility list.

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

Regular Employee means an employee who occupies a permanent position, whether limited term, part-time, or full-time.

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

Selection Procedure means the process of testing, evaluating and/or investigating the fitness and qualification of applicants based on merit procedures, validity and reliability.

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

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

Employees hired on or after 7/1/13: Service Computation Date (SCD) means an employee's most current hire date, adjusted for any Leave taken Without Pay

Transfer means either:

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

Work week: A work week is a period of seven (7) consecutive 24 -hour periods. It may begin on any day of the week and at any hour of the day.

Work day: Work day, in general, means the period between the time on any particular day when an employee commences his/her work and the time on that day at which he/she ceases such work. The work day may therefore be longer than the employee's scheduled shift or hours.

Yuba-Sutter Area means Yuba and Sutter Counties.

ARTICLE 2 – GENERAL PROVISIONS

Section 2.01 Scope

Unless the context otherwise requires, the general provisions herein set forth govern the construction of this Agreement.

Section 2.02 Exercise of Power

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

Section 2.03 Records and Reports

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

Section 2.04 Cooperation

All officers and employees of the County shall aid in all proper ways in putting this Agreement into effect.

Section 2.05 Review of Personnel Files

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

ARTICLE 3 - RECOGNITION

Section 3.01 Association Recognition

The County recognizes the Association as the recognized exclusive bargaining representative for the purpose of negotiating wages, hours, and working conditions for all employees of the County whose employee classifications are contained within the Deputy Probation Officer series and Juvenile Corrections Officer (#16) and Supervising Deputy Probation Officers and Supervising Juvenile Corrections Officer (#17) Bargaining Units of the County as established in accordance with the Yuba County Ordinance Code, Title III Personnel, Chapter 3.10 Employer-Employee Relations Policy. Both parties recognize their mutual obligation to cooperate with each other to ensure maximum service of the highest quality and efficiency to the citizens of the County.

Section 3.02 Non-Discrimination

Neither the County nor the Union shall interfere with, restrain, or coerce employees in the exercise of the rights recognized or granted in the Yuba County Ordinance Code, Title III, Chapter 3.10 Employer-Employee Relations Policy or for the exercise of rights guaranteed by this Agreement and/or State or Federal law.

The County and the Union agree not to discriminate against any employee for exercising his or her legal rights to organize and bargain collectively. The County and the Union further agree that there shall be no discrimination against any employee because of membership or non-membership in the Union, or other employee organization, on the basis of race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition (including pregnancy, childbirth, or medical conditions related to pregnancy or childbirth), marital status, sex, gender, age, or sexual orientation (including heterosexuality, homosexuality, and bisexuality), or the perception that a person has any of those characteristics, or that the person is associated with a person who has or is perceived to have any of those characteristics. The parties agree that such discrimination is not acceptable and will not be tolerated.

ARTICLE 4 - MANAGEMENT RIGHTS

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

ARTICLE 5 – HOURS OF WORK

Section 5.01 Determination of Appointing Authority

The appointing authority shall determine the hours of work for each employee in accordance with the needs of the department.

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.

Section 5.03 Duties Imposed on Officers and Employees to be Performed; Staggering Hours of Employment; Compensatory Time-Off

Nothing contained in this Agreement shall prevent, relieve, or otherwise excuse any County employee from the performance of any duty imposed upon the employee by law, the Yuba County Ordinance Code, or Resolution of this County, or from the rendering of service at such times and places as are necessary in order to properly perform the functions of the employee's office or employment. County officers and Department Heads may adjust the work hours of employees in such a manner as to enable department offices to remain open at all times necessary.

Section 5.04 Part-Time Employees

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

Section 5.05 Rest Periods

Subject to the discretion and control of the appointing authority, all employees shall be allowed rest periods not to exceed 15 minutes during each 3 consecutive hours of work except where public safety and operational requirements do not permit, but the total number of rest periods in any one working day shall not exceed 2. Rest periods shall be considered hours worked and scheduled in accordance with the requirements of the department and shall be taken at such location as designated by the Department Head.

Section 5.06 Lunch

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

Section 5.07 Time Off Between Shifts

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

Section 5.08 Maximum Hours

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

Section 5.09 Job Sharing

- A. Any permanent, full-time position (40 hours per week) may be shared by two employees (with one employee working 20 or more hours and the other 19 hours or less) with the approval of the employees involved, the Department Head, and the Human Resources Director.
- B. The work schedule for such employees shall be reduced to writing and may only be changed in the same manner as other work schedules in the Department are altered from time to time, provided that the two employees may agree to temporary adjustments with the approval of the Department Head.
- C. Employees in job sharing arrangements shall be entitled to all of the rights and benefits of regular part-time employees but may work no more than 30 hours per week.
- D. A participant in a job sharing arrangement may apply for appointment to a full-time position either in the same classification or, if qualified, in another classification when a vacancy occurs. Such applications shall be considered in the same manner as all other applications for transfer.
- E. If one of the participants of a job sharing arrangement terminates employment or is reassigned to another position, the appointing authority shall first offer the remaining participant the right to full-time status before proceeding with the normal process to fill the vacancy as a regular part-time position.

ARTICLE 6 – PAYMENT OF SALARY

Section 6.01 Payment

Except as otherwise provided, the full-time compensation of all officers and employees of the County is determined pursuant to the provisions of the Merit/Longevity Step Index and Classification System – Basic Salary Schedule, then in effect. Rules regarding processing of payroll shall be established by the Auditor/Controller.

Personnel are paid monthly on the eighth day of the month unless such day falls on a holiday or weekend. Then such pay day shall be the previous working day. Pay periods close on the last working day of each month.

The Auditor/Controller is currently developing an RFP for time and attendance software which will enable the automation of payroll and time-keeping. The County agrees to meet with YCPPOA representatives to discuss the impacts of this project on YCPPOA represented employees if requested in writing by YCPPOA.

In the event that the County determines during the term of this Agreement that a bi-weekly pay period will be implemented, the County agrees to provide YPPOA with at least a ninety (90) calendar day advance notification of such a change. The County further agrees to meet with YCPPOA representatives to discuss the impacts of such a change on YCPPOA represented employees if requested in writing by YCPPOA.

The salary and leave accruals for part-time employees will be in proportion to the employees' scheduled working hours.

Deductions for uncompensated periods of time during a pay period will be on the basis of the actual hours, or fraction of an hour worked, divided by the full-time number of working hours in that pay period.

Section 6.02 Fees, Commissions, and Compensation

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

ARTICLE 7 – COMPENSATION

Section 7.01 Salary Adjustments

Effective July 1, 2016, all YCPPOA represented employees will receive an \$800 lump sum adjustment which shall be paid with the July paid August 2016 payroll. This one time lump sum adjustment is in-lieu of a COLA.

Section 7.02 Future Salary Adjustments

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

- A. Effective July 1, 2017, salaries for those positions represented by PPOA will increase by 2% of base salary.
- B. Effective July 1, 2018, salaries for those positions represented by PPOA will increase by 2% of base salary.

Section 7.03 Equity Adjustments

The County will implement salary equity adjustments as described below for those classifications that were below the mean based on classification comparisons in the surrounding Counties of Butte, Sutter, Nevada and Yolo.

A. Juvenile Corrections Officer series:

- 1. 7/1/2016 – 3%
- 2. 7/1/2017 – 2.5%
- 3. 7/1/2018 – 2.5%

B. Deputy Probation Officer series:

- 1. 7/1/2016 – 2%
- 2. 7/1/2017 – 2%

ARTICLE 8 – MERIT PROCEDURES FOR MERIT/ LONGEVITY STEP INDEX (Employees hired prior to July 1, 2013)

Section 8.01 Salary Based upon Merit/Longevity

A regular employee's salary will be determined based upon successful job performance and years of loyal service to the County. Index Rates between 1.0000 and 1.2160 are defined as Merit. Longevity begins upon completion of the fifth year of service.

Section 8.02 Salary Determination or Adjustments

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

MERIT STEP INDEX RATES:	
Number of Years of Service	Index Rate
Less than 1	1.0000
at least 1	1.0500
" 2	1.1030
" 3	1.1580
" 4	1.2160
5	1.2160

LONGEVITY STEP INDEX RATES:	
Number of Years of Service	Index Rate
6	1.2300
7	1.2450
8	1.2600
9	1.2750
10	1.2900
11	1.3050
12	1.3200
13	1.3350
14	1.3500
15	1.3650
16	1.3800
17	1.3950
18	1.4100
19	1.4250
20	1.4400
21	1.4550
22	1.4700
23	1.4850
24	1.5000
25	1.5150
26	1.5300
27	1.5450
28	1.5600
29	1.5750
30	1.5900

Section 8.03 To Determine an Employee's Monthly Salary

- A. Determine the number of years of service an employee has completed based on the employee's Service Computation Date (SCD).
- B. Refer to the "Number of Years of Service" column. Go to the number of years of service the employee has completed and locate the "Index Rate" immediately to the right.
- C. Refer to the Classification System – Basic Salary Schedule and find the current title of the employee's position. Multiply the corresponding Index Rate by the Base Rate for the employee's classification.
- D. Round up to the nearest whole dollar.

Section 8.04 To Determine an Employee's Hourly Rate

- A. Determine the Monthly Salary from above.
- B. Take the Monthly Salary and multiply it by twelve months.
- C. Divide the total by 2,080 average work hours in a year.
- D. Use standard rounding to the nearest whole penny.

Section 8.05 Service Computation Date (SCD) and Index Rate Determination

A regular employee's Service Computation Date (SCD) determines his/her Index rate. The SCD is computed by adjusting the employee's current hire date for any prior service with the County as a regular employee, and for any Leave Without Pay (LWOP).

The employee's SCD does not affect or determine his/her probationary period or when s/he receives performance evaluations.

Section 8.06 Salary Anniversary Date (SAD) For Merit/Longevity Index Rate Adjustments

The employee's Salary Anniversary Date (SAD) will be the 1st day of the month following his/her SCD (instead of position date or hire date). However, if the SCD is within the 1st three calendar days of the month, the SAD will be the 1st day of that month in which the employee is hired.

Merit/Longevity Step Index increases will occur automatically on the employee's SAD, unless the Human Resources Department is notified at least 30 days in advance that the employee has received an evaluation that is less than Meets Standards and is on a Performance Improvement Plan (PIP). If an increase is withheld due to a PIP, any further increase will not be approved until the Department notifies the Human Resources Department that the employee's performance at least meets standards.

Longevity Step Index increases will occur automatically on the employee's SAD.

Section 8.07 Prior Service

Prior service refers to the number of calendar days between a current employee or applicant's previous hire date and his/her previous termination date with the County of Yuba as a regular employee. If, when applying the employee's prior service credit on a calendar day basis, it results in a date which falls within the first three calendar days of the month, the employee will be given credit for that entire month. Should the application of prior service on a calendar day basis result in a date other than the first three calendar days, the employee's adjusted SCD will be the 1st day of the following month.

Section 8.08 Leave With Out Pay (LWOP)

LWOP will be computed in either one of two ways.

- A. **Effective January 1, 2004**, each accumulated eight hour increment of LWOP from work (i.e. excluding nonscheduled work days such as weekends) will reduce an employee's SCD by one day (i.e. move the SCD forward one day) or,

- B. **Prior to January 1, 2004**, the granting of any leave of absence without pay exceeding 15 calendar days shall cause the regular employee's salary anniversary date to be postponed (moved forward) a number of months equal to the nearest whole number of months for which the leave was taken. All such calculations shall be based on the number of calendar days of such leave.

Section 8.09 Advanced Index Rate Hires (external recruitments only)

When it is necessary to attract the best qualified applicants to a critical position or when an applicant's prior experience justifies, the Department Head is authorized to hire a new employee at an Index Rate equivalent to completion of up to two years of service (Index Rate 1.1030). At the request of the Department Head, the Board of Supervisors may approve the appointment of a new employee at an Index Rate equivalent to completion of up to four years of service (Index Rate 1.2160). The employee will be given a Temporary SCD adjusted to reflect completion of from one to four years of prior service. The employee's SCD will be temporarily adjusted to reflect the advanced Index Rate.

A regular employee who is granted an Advanced Index Rate will continue to receive annual Index Rate increases until the employee's Index Rate equals 1.2160 (equivalent to four years of service). At that point, the employee will not receive any Index Rate increases and the employee's salary Index Rate will be 'frozen' until the employee has completed six years of County service based upon the actual SCD.

Section 8.10 Promotions

When an employee is promoted to a classification with a higher Base Rate, the employee will have his/her salary adjusted by multiplying the Base Rate for the new classification as specified on the Classification System - Basic Salary Schedule by the Index Rate as determined by the Service Computation Date (SCD). However, if an employee was hired at an Advanced Index Rate and received a Temporary SCD, s/he will continue to receive annual Index Rate increases until the Temporary SCD equals completion of the equivalent of at least four years of service or an Index Rate of 1.2160. At that point, the employee will not receive any Index Rate increases and the employee's Index Rate will be 'frozen' until s/he is eligible to advance on the Merit/Longevity Step Index based upon actual SCD.

Section 8.11 Salary Upon Transfer

When an employee transfers from one position to another within the County, his/her salary shall be determined by multiplying the base salary of the classification to which s/he has transferred by the appropriate index rate consistent with the employee's SCD and other applicable sections of this Agreement.

Section 8.12 Salary Upon Reclassification

- A. **No Change:** When a reclassification results in no change to the base rate of the classification, there will be no change to the employee's salary.
- B. **Higher Class:** If a reclassification results in an employee's position being assigned to a classification having a higher base rate of pay, the employee's salary shall be determined consistent with Section 8.10.
- C. **Lower Class:** If a reclassification results in an employee's position being assigned a lower classification having a lower base rate of pay, the employee's salary shall be determined consistent with Section 8.02 or 8.13 as applicable.

PROCEDURES FOR MERIT INCREASES FOR EMPLOYEES HIRED ON OR AFTER 7/1/13

Section 8.13 Salary based upon Merit:

A regular employee's salary will be determined based upon successful job performance and years of loyal service to the County. Salary will be determined or adjusted by multiplying the Base Rate for the classification, as specified on the Classification System - Basic Salary Schedule, by the Index Rate on the table below as determined by the employee's Service Computation Date (SCD), consistent with the applicable sections of this Article.

<u>Step</u>	<u>Number of Years of Service</u>	<u>Index Rate</u>
1	Base	1.00
2	At least 1	1.05
3	At least 2	1.10
4	At least 3	1.15
5	At least 4	1.20
6	At least 5	1.25
7	At least 6	1.30
L	At least 15	1.35

Section 8.14. Service Computation Date (SCD) and Index Rate Determination

A regular employee's Service Computation Date (SCD) determines his/her Index rate, unless specifically stated otherwise. The SCD is computed by adjusting the employee's current hire date by any Leave Without Pay (LWOP).

Section 8.15. Salary Anniversary Date (SAD) For Merit Index Rate Adjustments

The employee's Salary Anniversary Date (SAD) will be the 1st day of the month following his/her SCD, unless specifically stated otherwise. However, if the SCD is within the 1st three calendar days of the month, the SAD will be the 1st day of that month in which the employee is hired. Merit Step Index increases will occur on the employee's SAD, only when the Human Resources Department has received at least 30 days in advance, but no more than 60 days in advance, an evaluation that shows that the employee at least "meets standards." If the evaluation is not timely as per this section, the merit increase will fall on the 1st day of the month following a 30 day waiting period.

If the employee does not receive a satisfactory performance evaluation, the employee will be given a Performance Improvement Plan (PIP) detailing what is required for the employee to achieve at least satisfactory performance levels. Merit increases will be automatically withheld until such time the employee receives at least a "Meets Standards" performance evaluation. In this instance, the employee's Salary Anniversary Date (SAD) will be the 1st day of the month following said successful performance evaluation. However, if the successful performance evaluation is given on the 1st day of the month then the merit increase will be given in that same month.

Section 8.16. Leave With Out Pay (LWOP)

LWOP will be computed as follows: each accumulated eight hour increment of LWOP from work (i.e. excluding nonscheduled work days such as weekends) will reduce an employee's SCD by one day (i.e. move the SCD forward one day).

Section 8.17. Performance Based Merit Delay

Salary Anniversary Date (SAD) delays for receiving a less than a "meets standard" performance

evaluation will be computed as follows: each month beyond the current SAD the employee does not have at least a "meets standards" performance evaluation will permanently reduce an employee's SAD by one month (i.e. move the SAD forward one month).

Section 8.18. Advanced Index Rate Hires (external recruitments only)

When it is necessary to attract the best qualified applicants to a critical position or when an applicant's prior experience justifies, the Department Head is authorized to hire a new employee at an Index Rate equivalent to the third step (Index Rate 1.10). At the request of the Department Head, the Board of Supervisors may approve the appointment of a new employee at an Index Rate equivalent to the 7th step (Index Rate 1.30).

Section 8.19. Longevity Increase

Upon an employee's fifteenth (15th) anniversary of employment with the County, as computed through the SAD process above, the employee will receive a longevity step increase to 1.35% of base salary.

ARTICLE 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. Holidays (including Floating Holidays)
 - c. 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.
 - d. 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]

Section 9.02 Compensatory Time Off

Use of Compensatory Time Off

- A. The appointing authority shall determine the period when accrued compensatory time off (CTO) may be taken by each employee consistent with the needs of the department. Employees must be given prior approval, in writing, before compensatory time off will be granted.

- B. Denial of an employee's request for use of compensatory time off must be based on business necessity.
- C. **Last Day of Work.** Employees who are terminating employment for reasons other than County retirement shall not use compensatory time to extend their termination date (e.g. requesting compensatory time to begin March 7 while actual termination date is March 13, etc).

CTO Minimum Charge

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

CTO Maximum Accrual

At no time shall compensatory time off (CTO) carried by an employee be more than 120 hours unless otherwise indicated in this article. When the CTO balance reaches the maximum and the department cannot let the employee off, the Employee shall be paid for all hours over the maximum.

Section 9.03 Holiday Pay

An employee who works on a holiday as defined in this Agreement shall receive eight hours pay for the holiday plus one and one half (1½) times the employee's regular rate of pay for all hours worked on that holiday. [Reference Article 16 Holidays of this Agreement]

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

Section 9.04 Call Back

- A. Employees eligible for overtime compensation who work on a regular day off, or who are called back to work after leaving their place of employment following the completion of their work shifts, shall be credited with compensable overtime of two hours or the actual time worked, whichever is greater. Such overtime shall be computed for work performed from the time reporting at the place of work to the time of completion of the work at such place.

Section 9.05 Cash Compensation

Departmental Transfer

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

Separation of Employment

Any employee separating from the County service shall be paid for any existing CTO balance at the time of such separation at the hourly rate at which the employee is currently employed.

ARTICLE 10 – ADDITIONAL COMPENSATION

Section 10.01 Bilingual Pay

General Policy

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

Qualification

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

Premium Compensation

Employees in these designated positions shall be paid a premium compensation allocated as follows:

Employees shall receive **\$125** per month for bilingual pay.

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

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

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

ARTICLE 11 – ASSIGNMENTS REQUIRING TRAVEL

Section 11.01 Travel Expenses/Allowances

Whenever any officer or employee is ordered or authorized to travel in the performance of his/her duties, s/he shall be compensated for the necessary travel expenses at actual cost, including transportation, lodging and meals. The maximum allowances are covered by Yuba County Administrative Policies and Procedures Manual Travel D-1 and D-3 which is reviewed annually.

If during the term of this agreement, the Auditor Controller asks the Board to modify the Travel Policies and Procedures, Human Resources will notify the Union in writing of such proposed changes, and meet and confer in the event the Union requests to meet and confer in writing over the proposed changes.

Section 11.02 Department Head and Employee Responsibility

The Department head, or designated representative, may authorize driving privileges to an employee who must drive a county owned, a county leased and/or a privately owned motor vehicle to perform assigned duties, provided the employee meets the following requirements:

- A. Presents to the Department head or designated representative a valid California driver's license appropriate for the motor vehicle(s) the employee will be authorized to drive.
- B. Has no physical impairment(s) which precludes driving.
- C. Maintains a valid California driver's license.
- D. If requesting authorization to drive a private car, then s/he must show proof of minimum liability insurance coverage as required by the financial responsibility law of the California Vehicle Code and has California license plates on the vehicle.

Section 11.03 Authorization Forms

Driver authorizations forms for both county and private cars shall be developed and revised as necessary by the Risk Management division in the Human Resources Department. All Department Heads or their designated representatives shall use the form(s) designated by the Human Resources Risk Management division.

Section 11.04 Motor Vehicle Record Check

Motor vehicle record checks may be made by Human Resources Risk Management Division with the cooperation of the California State Department of Motor Vehicles in the following instances:

- A. New driver authorizations.
- B. Renewals of driver authorizations.
- C. Whenever deemed necessary by the appointing authority.

All record checks shall be deemed confidential material.

Section 11.05 Cancellation

An authorized driver's driving privilege shall be deemed to be automatically canceled if a motor vehicle record check on the employee driver reveals that such driver has no license, or has a

suspended or revoked license. A Department head or designated representative shall cancel a previously authorized driving privilege whenever an employee retires, terminates, is discharged, or whenever the privilege is no longer necessary for job functions.

ARTICLE 12 – BENEFIT PROGRAMS

Section 12.01 Benefit Program Coverage

All regular employees working an average of 20 regularly scheduled hours per week and the employee's dependents shall be entitled to participate in the County health plans. Coverage shall commence when the employee is eligible for coverage under PERS rules and the health plan carriers' rules. If the employee elects medical coverage, then the employee must participate in a dental plan option and the vision insurance.

Section 12.02 Medical Insurance

Yuba County offers the following medical options: CalPERS Health Insurance, Dental Insurance and Vision Insurance. Employees have a variety of PPO and HMO medical plans available through CalPERS, however the HMO's are available through zip code eligibility. Dental/Vision plan options include a basic plan and a buy-up plan. Once the selection is made, it will remain in force until the current calendar year ends (with the exception of a qualifying event as defined by CalPERS) and will automatically renew unless the employee makes a new selection during an open enrollment period. Changes made during open enrollment will be effective January 1st of the next calendar year.

The County will maintain health insurance through the CalPERS Health Insurance Program and make available all plans for which employees are otherwise eligible to participate in as employees of the County of Yuba.

- A. The basic plan for determining the County's contributions shall be the CalPERS Choice PPO plan and Delta Dental Base Plan and MES Vision Plan.
- B. The County will pay 100% of the basic plan premium for Dental/Vision for the employee only and 90% of the basic plan premium for Health for employee only.
- C. The County will pay 80% of the basic plan premium for Dental/Vision for the employee plus one dependent and the employee plus more than one dependent. and 70% of the basic plan premium for Health for the employee plus one dependent and the employee plus more than one dependent.

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

Opt Out Provision. Eligible employees may elect to "Opt Out" of the County provided health/dental/vision coverage upon proof of other health insurance coverage and shall receive **\$250** per month In Lieu of Premium Savings. Employees declining health plan coverage and receiving "In-Lieu of Premium Savings" may re-enroll upon proof of loss of other coverage. In Lieu of Premium Savings is taxable income.

Section 12.03 Affordable Care Act

At such time as regulations are issued implementing the Affordable Care Act, the County and PPOA will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee

contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified or impacted by the Affordable Care Act during the term of this Agreement, it is agreed that the County and PPOA will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

Section 12.04 Life Insurance

The County of Yuba provides life insurance coverage of twenty thousand dollars (\$20,000) for employees represented by the Union.

Section 12.05 Survivor Health Insurance Continuation

The County of Yuba agrees to continue health insurance benefits for a surviving spouse and dependents (to the extent eligible as determined by CalPERS) should the employee be killed on the job.

ARTICLE 13 - RETIREMENT

Section 13.01 Retirement Formula

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

Employees identified by CalPERS as Classic Members:

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

Employees identified by CalPERS as PEPRA New Members:

- The 2.7% @ 57 PERS Formula shall be provided for public Safety category employees.

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

Section 13.02 PERS Retirement Contribution

County Employer Contribution:

For the 2016/2017 fiscal year, the total pension cost charged by CalPERS (County and employee contribution) for Safety Classic Members is 34.759% of PERSable payroll. Effective July 1, 2016 and continuing through the 2016/2017 fiscal year, the County shall contribute 25.759% of PERSable payroll,

Classic Members Employee Retirement Contribution:

Employees identified by CalPERS as Safety Classic Members currently have an employee contribution of 9%.

PEPRA NEW Members Employee Retirement Contribution:

Employees identified by CalPERS as PEPRA New Members will have an employee contribution rate of at least 50 percent of the normal cost rate for the defined benefit plan, rounded to the nearest ¼ percent; adjusted periodically as determined by PERS. The employee contribution in effect is 10% for all PEPRA New Safety members. Effective July 1, 2016, (FY 16/17), this employee contribution is 10.750% (as adjusted by CalPERS in accordance with Section Code 7522.30(b)). Employees shall pay the full Employee contribution as determined annually by CalPERS.

Employee Sharing Additional Cost:

The County of Yuba and YCPPOA have negotiated a contract which includes Classic employees paying a portion of the employer's share of pension cost beginning in the 2017/2018 Fiscal Year. This agreement will amend the County's Safety members contract to provide Section 20516 for Safety members in the YCPPOA effective July 1, 2017. If the required CalPERS ballot initiative for the contract does not pass, YCPPOA and the County agree to meet and confer to determine how to recover the savings lost from that agreement.

Effective July 1, 2017, or as soon thereafter as the CalPERS retirement contract can be amended, the CalPERS Employer Pension Contribution will be as follows:

- YCPPOA Safety Classic Members agree to pay an additional **1.5%** toward the employer Contribution.

Effective July 1, 2018, or as soon thereafter as the CalPERS retirement contract can be amended, the CalPERS Employer Pension Contribution will be as follows:

- YCPPOA Safety Classic Members agree to pay an additional **1.5%** toward the employer Contribution.

The CalPERS retirement contract amendment will result in the following changes to the employee contribution rate:

Effective July 1, 2017:

- YCPPOA Safety Classic Members employee contribution **10.5%**.

Effective July 1, 2018:

- YCPPOA Safety Classic Members employee contribution **12%**.

Section 13.03 Credit for Unused Sick Leave

The County contracts with the Public Employees Retirement System (PERS) to provide Section 20965 Credit for Unused Sick Leave Benefit. This benefit provides that unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave in accordance with the PERS formula. For policy and procedures regarding this provision, review Article 15 Sick Leave Section 15.13 of this Agreement.

Section 13.04 Pre-Retirement Optional Settlement 2W Death Benefit

The County contracts with CalPERS to provide Section 21548 Pre-Retirement Option 2W Death Benefits. This benefit provides that the spouse or domestic partner of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Option 2W Death Benefit which is the highest monthly allowance a member can leave a spouse or domestic partner in lieu of the lump sum Basic Death Benefit.

ARTICLE 14 - VACATION LEAVE WITH PAY

Section 14.01 General Policy

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

Section 14.02 Time Vacation Leave Begins to Accrue

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

No vacation leave shall accrue or be available to the employee prior to the completion of the required six months and/or one year time periods.

Section 14.03 Date of Appointment

For purposes of this Article, Date of Appointment shall be the 1st day of the month following the month in which such employee begins work. However, if a new employee begins work within the 1st three working days of a month, the Date of Appointment shall be the 1st of that month.

Section 14.04 Leave Accrual

- A. Vacation leave credit shall accrue on the 1st day of the month following the month when vacation leave credit is earned.
- B. No vacation leave shall be earned when an employee is on leave without pay for half of a working month or more.
- C. No credit shall be earned for less than a full final month's service when an employee separates for any reason.

Section 14.05 Part-Time Employee

A part-time employee shall accrue vacation leave in the proportion that his/her regularly scheduled hours of service compares to regular full-time service.

Section 14.06 Rates of Accrual

After one year each regular full-time employee shall accrue and receive vacation leave based on the following as computed from his/her Hire Date:

Length of Service	Number of Hours Per Month
Through completion of 5 years	8.00 hours
More than 5 through completion of 10 years	10.75 hours
More than 10 through completion of 15 years	12.00 hours
More than 16 through completion of 20 years	13.50 hours
More than 20 years completed	16.00 hours

When an employee is re-employed from a re-employment list after a break in service resulting from lay-off, such employee shall receive the rate of accrual based on the prior service as if s/he had been on leave without pay.

Section 14.07 Maximum Accrual

Vacation leave shall be accumulated to a maximum limit as indicated below:

AVacation leave shall accumulate to a maximum limit of 350 hours.

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

Section 14.08 Use of Vacation Leave

- A. Vacation Accruals earned at the end of the month are available for use the 1st of the following month.
- A. The Department Head shall determine the period when accrued vacation time may be taken by each employee consistent with the requirements of the department.
- B. Denial of an employee's request for use of vacation leave must be based on business necessity.
- C. **Last Day of Work.** Employees who are terminating their employment for reasons other than County retirement (with no other employment) shall not use vacation to extend their termination date (e.g. requesting vacation to begin March 7 while actual termination date is March 13, etc.).
- D. A person receiving pay in lieu of unused vacation may not be re-employed by Yuba County in any capacity until a number of working days equal to the number of days paid for vacation have elapsed following the effective date of separation.

Workers Compensation/Job Protected Leave/SDI Exception: An employee on Workers' Compensation or Job Protected leave or SDI may make an irrevocable choice before sick leave is exhausted not to use vacation hours to supplement disability benefits. However, should the employee make such irrevocable choice, s/he may not use vacation hours until s/he has returned to work full time for one (1) month, nor may s/he be eligible for donation of catastrophic leave. [Refer to Article 18 Leave of Absence Without Pay].

Section 14.09 Minimum Charge

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

Section 14.10 Cash Compensation Upon Separation of County Service

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

ARTICLE 15 – SICK LEAVE WITH PAY

Section 15.01 General Policy

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

Section 15.02 Definition

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

- A. The employee's illness or injury;
- B. The employee's exposure to a contagious disease;
- C. Any medical treatment, or recovery from such treatment, prescribed by a licensed practitioner.
- D. Bereavement. In the case of the death of a person in the employee's immediate family, the employee may use up to five days of sick leave, and any accumulated vacation leave, for each occurrence. [Reference Section 17.02 Paid Leave of this Agreement]
- E. Family Sick Leave. An employee may use Family Sick Leave for the illness of a member of the employee's immediate family who requires the care and assistance of the employee. Up to eighty (80) hours per calendar year of the employee's accumulated unused sick leave may be used for this purpose.

Section 15.03 Time Sick Leave Begins to Accrue

An employee shall not accrue sick leave with pay until the 1st day of the month following the month in which such employee begins work. However, if that employee begins work within the 1st three working days of the month, then s/he shall accrue sick leave for that month.

Section 15.04 Part-Time Employee

A part-time employee shall accrue sick leave in the proportion that his regularly scheduled hours of service compares to regular full-time service.

Section 15.05 Rate of Accrual

Sick leave shall be earned and accrued without a maximum limit and shall be earned as follows:

- A. Each regular full-time employee shall accrue sick leave with pay at the rate of eight hours per month.
- B. A part-time employee shall accrue sick leave in a proportion that directly relates to regularly scheduled hours of service compared to regular full-time service.
- C. Half of the sick leave accruals shall be earned when an employee is on leave without pay for half of a working month or more or separates for any reason during the month.

Section 15.06 Use of Sick Leave

- A. Sick leave accruals may be used in accordance with the provisions of this Agreement once they are earned. Sick leave accruals are earned at the end of the month and are available for use the 1st day of the following month.
- B. Sick leave usage and ability of an employee to return to work shall be determined by County rules, regulations, and procedures regardless of determinations made by the State of California under the State Disability Insurance (SD) or Worker's Compensation (WC) program.
- C. An employee is to return to work as soon as s/he recovers from an illness or injury, including the return to a shift or work day in progress.
- D. Employees who are too ill or injured to work are required to contact their department manager or supervisor before the beginning of their work shift if feasible but no later than within the first hour of work. Department Heads or designees shall have the option of instructing employees to either leave a message for a supervisor or the department designated contact person. If a message is left for the department, it shall include a call-back number for any follow-up information.
- E. An employee who has been directed by a medical professional to remain off work for more than one day shall not be required to report the absence each day, if acceptable documentation has been provided to the department verifying the attending physician's directions.
- F. Employees shall only be required to provide general information about the nature of the illness or injury that necessitated their absence from work. The information requested shall be solely for the purpose of determining the legitimate use of sick leave.

Workers Compensation/Job Protected Leave/SDI Exception: An employee on Workers' Compensation or Job Protected leave or SDI may make an irrevocable choice before exhausting sick leave not to use vacation hours to supplement the disability benefits. However, should the employee make such irrevocable choice, s/he may not use vacation hours until s/he has returned to work full time for one (1) month, nor may s/he be eligible for donation of catastrophic leave. [Reference Article 18 Leave of Absence Without Pay of this Agreement]

Section 15.07 Minimum Charge

In any instance involving use of a fraction of a day's sick leave, the minimum charge shall be one quarter (1/4) hour, while additional actual absence over one quarter (1/4) hour shall be charged to the nearest one quarter (1/4) hour.

Section 15.08 Recovery of SDI/WC Overpayment: Sick Leave Usage in Conjunction with SDI/WC

For employees covered under the State Disability Insurance (SDI) program or Worker's Compensation Program (WC), sick leave may be used to supplement these benefit payments. In no instance, however, shall the combination of SDI, WC, sick leave, or other County benefit payments exceed one hundred (100) percent of the employee's monthly salary calculated on an hourly, weekly, bi-weekly, or monthly basis.

Employees are required to notify the auditor's office within five business days upon receipt of benefits, so that the benefits can be integrated. In some cases due to delays in receiving checks under WC or SDI, employees may be overpaid. When this occurs, employees must make arrangements to pay back the overpayment within five business days unless the employee's condition prevents this. Failure to make arrangements to pay back the overpayment violates County rules. Accordingly this may result in the County taking progressive disciplinary action up to and including termination from employment.

If an employee voluntarily makes arrangements for repayment prior to notification of disciplinary action, the Auditor may limit repayment to 10% of gross pay each month, or a more substantial amount agreed upon, until the total amount is repaid. If the employee has made no repayment arrangements within two months of first receiving duplicate benefits, the Auditor's office will begin deducting 10% of the employee's gross pay each month until the total amount is repaid.

Section 15.09 Exclusions

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

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

Section 15.10 Proof Required

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

Section 15.11 Records

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

Section 15.12 Loss of Sick Leave

- A. Any employee whose continuity of employment is broken for any reason other than Sections 15.13 and 15.14 of this Article shall lose entitlement to any sick leave which has accrued but not used, unless reemployed with the County within 12 months of separation date.
- B. When an employee is re-employed from a re-employment list after a break in service resulting from lay-off, such employee shall be credited with any unpaid sick leave which s/he had accumulated prior to such break in service. In addition, the prior service of such employee shall also be counted for purposes of vacation entitlement.

Section 15.13 Payout of Sick Leave Upon Separation from Employment

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

Section 15.14 Convert Unused Sick Leave for CalPERS Service Credit Upon Retirement

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

- A. Convert all of their unused sick leave to service credit; OR
- B. If the retiring employee has 10 continuous years of permanent employment with the County, upon retirement the employee may elect to receive up to 25% of his/her unused sick leave as pay at the regular rate of pay in accordance with Section 15.13 of this Article and convert the remaining balance of unused sick leave to service credit.

ARTICLE 16 – HOLIDAYS

Section 16.01 Coverage

All regular and probationary employees shall be entitled to holidays with pay based on the equivalent actual time worked, including authorized absence with pay.

An employee who works on a holiday (as defined in this Agreement) shall receive eight hours pay for the holiday plus one and one half (1 ½) times the employee's regular rate of pay for all hours worked on that holiday. [Reference Section 9.03 Holiday Pay of this Agreement]

Section 16.02 Holidays

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

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

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

For Employees whose basic work week is Monday – Friday and if the declared holiday falls on a weekend, the County will observe the declared holiday as follows:

Whenever a declared holiday falls on a Saturday, the preceding business day (usually Friday) shall be considered a County observed holiday.

Whenever a declared holiday falls on a Sunday, the following business day (usually Monday) shall be considered a County observed holiday.

For Employees whose basic work week is other than Monday through Friday, refer to Section 16.04.

Section 16.03 Floating Holidays

General Policy. On January 1st of each year, Yuba County grants two floating holidays (16 hours) to each regular full time employee to be used within the calendar year. Failure to request the use of the floating holidays within the specified time shall result in the loss of any unused holidays at the end of the calendar year, unless otherwise indicated within this section.

Rate of Accrual. Floating holidays shall be granted to new hires as follows:

- A. Employees who begin work between January 1 and the last day of February of any given year shall receive two floating holidays.

- B. Employees who begin work between March 1 and September 30 of any given year shall receive one floating holiday for that year.
- C. Employees hired on or after October 1st will not receive any floating holidays for that year.

Part Time Employees. Part Time employees shall receive floating holidays with pay based on the equivalent actual time worked, including authorized absence with pay.

Usage. Subject to advance approval by the Department Head, these holidays may be taken at any time during the calendar year but must be taken within the calendar year in which they are given. Failure to take the floating holiday within the specified time shall result in the loss of any unused holidays at the end of the calendar year.

Minimum Charge. Floating holidays are to be taken 8 hours at a time and are not to be utilized on a partial basis except for employees on a 4/10 or a 207 (k) alternate work schedule may use them in 2 hour increments to supplement 8 hour holidays.

Cash Compensation. Except as provided hereafter, if a request to use a holiday has been made and denied twice prior to September 30, the employee shall be compensated at time and one-half for eight hours for the holiday.

Cash Compensation Upon Separation. No payout will be made for unused floating holidays unless the employee has attempted to take them and has been denied. Employees who are laid off shall receive pay for all unused floating holidays.

Section 16.04 Miscellaneous Provisions

- A. Whenever the declared holiday falls on a Sunday, the following business day shall be considered the observed holiday.
- B. Whenever the declared holiday falls on a Saturday, the preceding business day shall be considered the observed holiday.
- C. An employee whose regular days off are other than Saturday and Sunday shall, for purposes of this Section, consider his/her first day off as Saturday and the second day off as Sunday.
- D. An employee who works on either the County observed holiday or the declared holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the County observed holiday and the declared holiday shall be entitled to overtime compensation for the hours actually worked on the declared holiday. (For example, if Independence Day falls on a Saturday, the County will observe the holiday on Friday, July 3rd. An employee that is scheduled to work on both Friday and Saturday will be compensated as overtime for Saturday July 4th.)
- E. A regular part-time employee shall be entitled to a holiday with pay only if, but for such holiday, the employee would be scheduled to work and such employee is in a paid status on the date immediately preceding or succeeding the holiday (as defined in this Article). The employee shall be entitled to holidays with pay based on the equivalent actual time worked, including authorized absence with pay.

F. A regular employee, whose basic work week is other than Monday through Friday, and whose regular day off falls on a declared holiday, shall, at the discretion of the Department Head, or his/her designee be entitled to:

1. Equivalent compensated time off scheduled the working day preceding or following the declared holiday; OR
2. Equivalent compensated time off scheduled within sixty (60) days following the declared holiday; OR
3. Pay for eight (8) hours work.

Compensated time off (CTO) due to any employee shall be equivalent to a maximum of eight (8) hours.

G. In order to be eligible for holiday pay, an employee must be at work or on paid leave on the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day immediately following the holiday. This does not affect people who work shifts and have a regularly scheduled day off before or after a holiday.

ARTICLE 17 – PAID LEAVE

Section 17.01 Paid Administrative Leave

Any regular or probationary employee of the County may be placed on administrative leave with pay by the appointing authority when extraordinary circumstances exist and such leave is necessary for the operation of the department.

Section 17.02 Bereavement Leave

An employee may use up to five days of sick leave, and any accumulated vacation leave, for each occurrence of a death in the employee's immediate family. [Reference Article 15 Sick Leave Section Definition of this Agreement]

Section 17.03 Jury Duty

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

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

Section 17.04 Leave for Witness Duty

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

Payment of Traveling Expenses

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

ARTICLE 18 – LEAVE OF ABSENCE WITHOUT PAY

Section 18.01 General Policy

An employee shall be authorized leave without pay only after all accumulated vacation leave, floating holidays and compensatory time off have been utilized by such employee. If such leave is requested because of illness or injury of an employee, such employee shall also utilize all accrued sick leave before taking such leave of absence.

Workers Compensation/Job Protected Leave/SDI Exception: An employee on workers' compensation, or Job Protected leave or SDI may make an irrevocable choice before s/he exhausts his/her sick leave not to use vacation to supplement disability benefits. However, should the employee make such a choice, s/he may not use his/her vacation until s/he has returned to work full time for one (1) month, nor may s/he be eligible for donation of catastrophic leave.

Section 18.02 Impact of Leave of Absence Without Pay

- A. **Leave Accrual.** Employees granted a leave of absence without pay in excess of 15 calendar days shall not accrue any annual vacation or sick leave benefits during the period of such leave.
- B. **Health/Dental/Vision and Life Insurance.** Employees granted a leave of absence without pay shall be entitled to maintain any Health/Dental/Vision or Life Insurance program in effect; provided that the cost of all such insurance shall be borne solely by the employee. Exception: in the case of an employee on non-paid leave of absence caused by a job-related injury or illness, the County will continue to pay the County's portion of the insurance premiums if, at the time the employee went out on worker's compensation, s/he had a sick leave balance of 192 hours or more. The employee will be exempt from the accrual requirement if s/he can demonstrate s/he would have had the 192 hours had it not been for a serious injury or illness requiring the use of sick leave in excess of 4 weeks (160 hours) at one time.
- C. **Seniority.** Seniority credit will not be earned for any period during which the employee did not receive compensation. [Reference Section 23.03 Lay-Off List Computation Seniority Defined of this Agreement]. Unless the employee is on a non-paid leave of absence caused by a job-related injury or illness.
- D. **Probationary Period.** The granting of any leave of absence without pay exceeding 15 calendar days shall cause the regular employee's probationary period to be postponed a number of months equal to the nearest whole number of months for which the leave was taken. All such calculations shall be based on the number of calendar days of such leave. [Reference Section 22.01 Probationary Periods of this Agreement]
- E. **Service Computation Date (SCD).** A regular employee's Service Computation Date will be adjusted by one day for each eight hour increment of LWOP.

Section 18.03 Departmental Leave Without Pay

A Department Head may authorize a departmental leave without pay for a regular employee for a period of time **not to exceed** 15 calendar days.

Section 18.04 Official Leave Without Pay

Initially, an official leave of absence may be authorized for any regular employee for a period of time in **excess** of 15 calendar days but not to exceed 1 year. An official leave of absence without pay may be extended for an additional year provided that the request for the extension is processed in the same manner as the original request and is made at least ten days prior to the end of the originally authorized leave.

- A. A request for an official leave of absence shall be made upon forms prescribed by the Human Resources Director and shall state specifically the reasons for the request, the date when it is desired to begin the leave of absence, and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by his/her Department Head. In the event that an employee is physically incapacitated and, as a consequence, unable to request a leave of absence, his/her spouse or immediate family member may request such leave. The Department Head shall indicate on the request form a recommendation as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Human Resources Director. If the Human Resources Director concurs in the request to grant the leave, a copy of the leave form shall be delivered to the Auditor. If the Human Resources Director does not concur in the request to grant leave, the request for an official leave of absence will be forwarded for review to the County Administrator. The County Administrator shall determine whether the request shall be approved or denied. If the Human Resources Director concurs with the Department Head that the request should be denied, it is denied. However, the employee may appeal the denial to the Board of Supervisors within ten calendar days of the notice of the decision.
- B. The Human Resources Department shall be promptly notified by the Department of the return of an employee from an official leave of absence.
- C. When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave, and any extension thereof.

Section 18.05 Educational Leave

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

Section 18.06 Failure to Return from Authorized Leave of Absence

Failure of an employee to return upon termination of an authorized leave of absence shall be considered as an automatic resignation. Such resignation may be rescinded by the Department Head if the employee presents satisfactory reasons for the absence within three days of the date the resignation became effective.

Article 19 - AWOL/Tardy

Employees are expected to report to work in sufficient time to begin work at their designated start time and to return to work promptly from their break and lunch periods. Should an employee be tardy without authorization, his/her time sheet shall reflect that s/he was Absent Without Leave (AWOL) for the amount of time s/he was tardy. It is understood that flexibility is in the interest of both the County and the employee; however, should the employee's position require prompt arrival or return to work or the employee's tardiness becomes excessive or abusive, progressive discipline may be imposed.

- A. Employees determined to be Absent Without Leave (AWOL) will be charged Leave Without Pay (LWOP) and will not be required to use vacation hours.
- B. Leave Without Pay will be charged in quarter hour (1/4) increments for any part of each quarter hour an employee is AWOL.
- C. The employee's leave accruals shall not be charged due to tardiness unless requested by the employee and approved by the appointing authority or their designee.

ARTICLE 20 – JOB PROTECTED LEAVES

Section 20.01 General Policy.

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

- **Family Medical Leave Act (FMLA):**
<http://www.dol.gov/whd/fmla/>
- **California Family Rights Act (CFRA):**
http://www.dfeh.ca.gov/Publications_CFRADefined.htm
- **California Pregnancy Disability Leave (PDL)**
http://www.dfeh.ca.gov/Publications_StatLaws_PregDiscr.htm

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

All accrued or available leave time runs concurrently with job protected leave unless the employee elects the exception outlined in Sections 14.08, 15.06 or 18.01.

ARTICLE 21 – EMPLOYEE PERFORMANCE APPRAISAL AND EVALUATION

Section 21.01 Purpose.

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

- A. Evaluations shall include narrative remarks to support the overall rating.
- B. An employee who receives an overall rating of less than meets standards and/or a recommendation for denial of his/her merit step increase will have the following included in the evaluation:
 - 1. A clear statement identifying specific problems with the employee's work performance which support the rating and/or merit increase denial;
 - 2. Factual evidence to support any identified statements of deficiency;
 - 3. Reference to any prior counseling regarding problems with the employee's performance;
 - 4. Constructive recommendations for improving performance or addressing deficiency;
 - 5. A suggested time frame for improvement.
- C. Outstanding performance shall be recognized, as well.
- D. Each performance appraisal covering a particular time period shall document only that performance which actually occurred during the subject appraisal period.

Section 21.02 Review of Performance Appraisal.

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

Section 21.03 Withhold Merit/Longevity Step Index Increase

For employees hired before July 1, 2013, Merit/Longevity Step Index increases will occur automatically on the employee's SAD unless the Human Resources Department is notified at least 30 days in advance that the employee has received an evaluation that is less than Meets Standards and is on a Performance Improvement Plan (PIP). If an increase is withheld due to a

PIP, it will not be approved until the Department notifies the Human Resources Department that the employee's performance at least meets standards. [Reference Section 8.06 Salary Anniversary Date for Merit/Longevity Index Rate Adjustments of this Agreement]

For Employees hired on or after July 1, 2013, see Section 8.13.

ARTICLE 22 – PROBATIONARY PERIODS

Section 22.01 Probationary Periods

All employees entering County Service by appointment to a permanent position in the classified service shall have a probationary period of 12 months.

Section 22.02 Computing the Probationary Period

All probationary periods shall run from the 1st day of the month following the date of employment or position effective date. In the event the date of employment or position effective date is within the first three (3) calendar days of the month, then the probationary period will run from the first of that month.

Evaluations during a non-probationary period would then revert to the Service Computation Date (SCD) instead of the Position Date.

Section 22.03 Acquisition of Permanent Status

A probationary employee acquires permanent status upon completion of the probationary period.

Section 22.04 Postponement of Probationary Period

The granting of any leave of absence without pay exceeding 15 calendar days shall cause the regular employee's probationary date to be postponed a number of months equal to the nearest whole number of months for which the leave was taken. All such calculations shall be based on the number of calendar days of such leave.

Section 22.05 Temporary Appointment

The period of County Service of an appointee to a temporary position, subsequently appointed to a permanent position in the same class without a break in service, shall not be included in computing the probationary period.

Section 22.06 Probationary Period Upon Promotion

An employee with permanent status who is promoted to a position in a class having a higher salary range shall serve a 12 month probationary period before attaining permanent status in that position.

Notwithstanding any other provision of these rules, an employee who has attained permanent status in a county position and who fails probation in a position to which the employee has been promoted shall be restored to the position from which the employee was promoted. Upon returning to the former position, if the employee had not completed probation in that position, the employee shall be required to complete the probationary period not served in that position.

If the employee has never held permanent status in a county position and fails probation upon a promotion, the employee may go back to the old position only with the approval of the Department Head and shall have no return rights to any other position. Upon returning to the former position, the employee shall be required to complete the probationary period not served in that position.

Section 22.07 Probationary Period Upon Transfer

An employee who transfers to another department shall serve a new probationary period. If the employee should fail that new probationary period, upon approval of the former Department Head, the employee may return to the former position.

Section 22.08 Probationary Period Upon Demotion

Any employee with permanent status who demotes to a position in another department for reasons other than discipline, or in case of layoff, shall serve a new 12 month probationary period.

Section 22.09 Separation During Probationary Period

A probationary employee may be discharged by the appointing authority without cause during the probationary period. The appointing authority may, at any time before the effective date thereof, withdraw or cancel such notice of termination. Except as provided in Yuba County Ordinance Code, Title III Personnel, Chapter 3.10 Employer-Employee Relations Policy Section 3.10.100 (ii) a discharged probationary employee shall have no right of appeal for dismissal or demotion.

Section 22.10 Probationary Period upon Re-Employment

A person re-employed by the same Department in a classification in which s/he has previously held permanent status, shall not serve a new probationary period if such re-employment occurs within one year from the date of separation.

If a person is re-employed in the same Department and classification s/he previously held but did not obtain permanent status prior to separation, s/he shall be subject to completing the condition of the initial probation period. If a person is re-employed in the same classification but in a different Department, a new initial probation period must be completed.

Section 22.11 Probation Upon Reclassification.

An employee whose position has been reclassified will not be required to serve a new probationary period because of the reclassification. However, the employee will be required to finish any probationary period prior to reclassification.

ARTICLE 23 – TRANSFERS, REASSIGNMENTS, AND PROMOTIONAL OPPORTUNITY

Section 23.01 Transfers Within Offices or Departments.

An employee may transfer to the same or comparable classification (salary within 5%) within the same department or to another department without further examination.

Section 23.02 Interdepartmental Transfers.

No employee shall be transferred to a position in another office or department unless prior to the transfer:

- A. The two positions have similar minimum qualifications and duties and the affected employee possesses the minimum qualifications for the position to which s/he is being transferred.
- b. The positions, if not in the same class, are in the same salary range; provided that an employee may voluntarily demote to a position in a lower salary range.
- C. The appointing authorities of the two offices or departments have approved the transfer in writing.
- D. The employee has approved the transfer in writing.
- E. The Human Resources Director has approved the transfer.

Section 23.03 Temporary Transfers.

The appointing authority may temporarily transfer a regular employee to a regularly authorized position in a class having a higher salary range when the incumbent in such position is absent or when there is no incumbent for such position. Such temporary transfer shall not exceed a period of 90 days unless a longer period is specifically authorized by the County Administrator. The salary of the employee during the period of such temporary transfer shall be determined in accordance with Article 8 of this Agreement. The period of County Service of an appointee to a temporary position, subsequently appointed to a permanent position in the same class without a break in service, shall not be included in computing the probationary period. [Reference Section 22.05 Temporary Appointment of this Agreement]

Section 23.04 Reassignments

The movement of an employee from one position to another of the same classification within the same department is a reassignment, not a transfer, and may be accomplished at the discretion of the appointing authority.

Section 23.05 Promotions

- A. **Advancement According to Merit and Ability.** The Human Resources Director, each officer and Department Head shall encourage economy and efficiency in and devotion to County service by encouraging promotional advancement of employees showing willingness and ability to perform efficiently the services assigned to them. Every person in County service shall be given the opportunity to advance according to merit and ability.

- B. **Filling Vacancies by Promotion; Promotional Lists.** Vacancies in positions shall be filled insofar as possible and consistent with the best interests of the County from among County employees, and appropriate promotional lists shall be established for this purpose.
- C. **Selection Procedures.** Whenever the Human Resources Director determines that the needs of County service so require, s/he may announce and hold promotional selection procedures for purposes of establishing County-wide or departmental promotional lists.
- D. **Eligibility.** Promotional examinations shall be limited to employees specified in this Section.
- E. **Promotional Eligibility.** An employee in an office or department designated by the Human Resources Director as appropriate may participate in a promotional selection procedure.
- F. **Qualifications.** No employee may participate in a promotional selection procedure unless he or she has the minimum education and experience requirements and any license, certificate or other evidence of fitness as prescribed for the class for which the selection procedure is given.
- G. **Additional Credit.** Each employee who has attained a passing mark on a promotional selection procedure shall be allowed one additional point up to a maximum of five points, for each year or major portion thereof of seniority calculated in accordance with Section 24.03 of this Agreement entitled Lay-Off List Computation.
- H. **Promotional List.** In establishing the promotional list following the selection procedure, the names of the persons who have attained a passing mark shall be placed in the order of final earned ratings, except as such order may be modified by the application of this Section. The names of employees who separate from county service shall be removed from the promotional list.

ARTICLE 24 - LAYOFF AND REINSTATMENT PROCEDURES

Section 24.01 Layoffs

The appointing authority may lay off employees pursuant to this Section (i) whenever it becomes necessary because of lack of work or funds or (ii) whenever it is deemed advisable in the interests of economy to reduce the work force in a department.

Section 24.02 Order of Layoffs

Persons shall be laid off in the following order:

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

Section 24.03 Layoff List Computation

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

- A. **Seniority Defined.**
 - 1. For each regular employee, except as modified in Section 24.02 of this Article, seniority will be measured from such employee's initial appointment to permanent county service. Seniority shall not be calculated nor included for any period during which the employee did not receive compensation. For any employee who is re-employed after permanent separation, seniority shall be measured from the date of his/her most recent appointment.
 - 2. Regular employees who held seasonal or limited term status prior to permanent appointment shall receive seniority credit for said status only if the service was continuously compensated employment prior to a permanent position.
 - 3. One point seniority credit shall be given for each full calendar month of service as specified in (1) and (2) above or for any period of one half (1/2) or more of a calendar month for the first or last months of employment. Permanent part-time employees shall receive seniority credit on a proportionate basis to their monthly regular scheduled services.
- B. **Tie Breaking.** When two or more regular employees have the same total Layoff credit, the tie shall be broken and preference given in the following sequence:

1. Employees with the greatest seniority as reflected by the date of appointment as computed in Section 32.03 A of this Article.
2. Employees with the highest position on the employment list of permanent appointment to his/her present class.
3. Random drawing.

Section 24.04 Notice of Layoff

The appointing authority shall provide written notice in person OR by certified mail, postage prepaid, return receipt requested and correctly addressed to the last known mailing address of the employee as found in the records of the Human Resources Department. If return receipt is not promptly received by the appointing authority, then it shall serve said notice by personal service. If personal service cannot be made, said notice shall be effective when mailed by ordinary mail to said address. Notice of Layoff shall be mailed or delivered to all regular employees affected by a layoff at least fifteen (15) days prior to the effective date of the action. Said notice shall include:

- A. Reason for layoff.
- B. Regulations pertaining to demotion and displacement in lieu of layoff.
- C. Effective date of the action.
- D. Conditions governing retention on and reinstatement from re-employment lists.
- E. Rules regarding waiver of reinstatement and voluntary withdrawal from the re-employment list.
- F. Layoff list credit of the employees.

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

Section 24.05 Demotion and Displacement in Lieu of Lay-Off

- A. In lieu of being laid off, a regular employee may elect demotion and displacement in lieu of lay-off in the same department, to a class previously held by said employee with a lower salary range or to a lower class within a class series which the employee either holds or previously held a class. Class series means a class with the same title but different levels as identified as I, II, III, with a possible IV.
- B. Demotion and displacement rights to specified classifications shall be applicable only within the department and subject to lay-off list provisions in this Section based on seniority and ability.
- C. To be considered for demotion and displacement in lieu of layoff, an employee must notify the Human Resources Department in writing of this election no later than five calendar days after receiving the notice of lay-off. Regular employees shall have an additional five calendar days after each notification that layoff credit is insufficient to allow displacement as computed in Subsection C above. The Human Resources Director must be notified, in the time frame noted above, for a regular employee to elect to displace to the next lower class.

- D. A Department Head may request that his/her department be exempted from this subsection if s/he is able to demonstrate to the Board of Supervisors that this process would damage the overall efficiency and effectiveness of the department.

Section 24.06 Extra Help Employment for Laid Off Employees

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

Section 24.07 Priority Consideration

An employee who has received formal notice of separation from employment resulting from a pending layoff in accordance with Section 24.01 of this Article may elect to have his/her name forwarded for Priority Consideration for any County vacancy for which s/he meets the Minimum Qualifications.

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

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

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

Employees who transfer to another department in accordance with this program are subject to the terms and conditions of a transfer as set forth in Sections 22.07 Probationary Period Upon Transfer and Article 23 Transfers, Reassignments, and Promotional Opportunity of this Agreement.

Section 24.08 Re-employment List (Layoff or Displacement in Lieu of Layoff)

The Human Resources Director shall establish re-employment lists by class listing only those regular employees who are laid off or who displace into another class.

- A. Any person who is laid off or displaces into another class because of temporary or permanent abolishment of his or her position shall have his or her name placed on the re-employment list for the class from which s/he has been laid off. Notwithstanding the provisions in Yuba County Merit Resolution Article 10 Certification and Appointment, when a vacancy occurs in a classification for which a re-employment list exists, the entire list of eligible persons will be certified to the Department Head seeking to fill the vacancy. The Department Head shall re-employ the eligible person with the most County seniority who was laid off from his/her department and is actively seeking re-

employment. Should there be no eligible person on the list who was laid off from the hiring department, the Department Head shall re-employ the eligible person with the most County seniority who is actively seeking re-employment. Should an eligible person reject two offers of re-employment his/her name shall be removed from the re-employment list. If no eligible person is actively interested in re-employment, the order of lists as defined in the Yuba County Merit Resolution Article 9 subsection 12 shall be followed.

- B. The name of any person who is laid off or displaces into another class shall continue on the appropriate re-employment list for a period of one year after it is placed there. The name of any eligible on a re-employment list shall be automatically removed from said list at the expiration of such one year period except that the Human Resources Director may exercise the option available under the Yuba County Merit Resolution Article 9 subsection 7 Duration of Eligible List.

ARTICLE 25 - PROHIBITED ACTIVITIES

Section 25.01 General Policy

No employee of Yuba County shall engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to his or her duties as a County officer or employee or with the duties, functions, or responsibilities of the appointing authority of Yuba County.

Section 25.02 Prohibitions

No employee of Yuba County shall:

- A. Represent or counsel for compensation any individual, group of individuals, or private or public organization, in legal or administrative actions against Yuba County;
- B. Use for private gain or advantage Yuba County time, facilities, equipment or supplies, or his or her badge, uniform, prestige or influence as a Yuba County officer or employee;
- C. Receive or accept compensation or other consideration from an individual, group of individuals or private or public organization other than Yuba County for the performance of an act which the officer or employee would render during regular work hours as part of such officer's or employee's assigned or prescribed duties;
- D. Be involved in performing an act for compensation outside of employment with Yuba County which may later be subject directly or indirectly to control, inspection, review, audit or enforcement by any officer or employee of Yuba County; and
- E. Be involved in employment outside of his or her duties with Yuba County which would render performance of his or her duties with Yuba County less efficient.

Section 25.03 Disciplinary Action

Any employee who receives compensation or other consideration for an act prohibited by this Article shall be subject to the disciplinary actions and have the appeal rights as outlined under Article 26 of this Agreement entitled "Dismissal, Suspension, Reprimand, Demotion and Right of Appeal".

Section 25.04 Political Activities

All appointed officers and employees are subject to the provisions of Government Code Sections 3201 et seq. relating to political activities. Officers and employees whose principal employment is connected with an activity which is financed in whole or in part by loans or grants made by the United States or any Federal Agency are subject to the provisions of Sections 1501-1508, Title 5, United States Code.

Employees of Yuba County are further prohibited from using County work time, their own or that of other employees; County owned and controlled property; and or a County uniform for political activities.

ARTICLE 26 - DISMISSAL, SUSPENSION, REPRIMAND, DEMOTION AND RIGHT OF APPEAL

Section 26.01 Disciplinary Guidelines

- A. The purpose of discipline is to administer equitable and consistent discipline for unsatisfactory conduct in the workplace. The County's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.
- B. Disciplinary action may call for any of four steps depending on the severity of the problem and the number of occurrences: Letter of Reprimand; Suspension without pay; Demotion; or Termination from employment. There may be circumstances when one or more steps are bypassed.
- C. Progressive discipline means that, with respect to most disciplinary problems, the following steps will normally be followed: a first offense may call for a letter of reprimand; a next offense may lead to suspension without pay; and still another offense may then lead to termination of employment. While it is impossible to list every type of behavior that may be deemed a serious offense, some examples include theft, assault, falsification of records or documents, etc.; we recognize there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.
- D. The County's use of progressive discipline is intended to correct most employee problems at an early stage, benefiting both the employee and the County of Yuba.

Section 26.02 Regular Employees - Disciplinary Action and Notice

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

- A. **Formal Written Reprimand.** When a Public safety officer receives a formal written reprimand from a Department Head, the Public safety officer has thirty days after receipt of the letter to file a written or oral response to the letter. (In accordance with Section 3306 of the Government Code). The Department Head may then modify, amend, or revoke any part of the formal written reprimand. The employee's response will be considered by the Department Head. If it is demonstrated that any part of the formal written reprimand is inaccurate or not factually supported it will be modified, amended, or revoked. Unless revoked completely, the formal written reprimand as amended or modified by the Department Head along with any written response shall be placed in the employee's personal history file in the Human Resources Department. The written reprimand and response shall remain in the employee's personal history file for a period not to exceed two years from the date the final reprimand was issued.
- B. **Suspension, Demotion or Dismissal.** Before taking more serious disciplinary action, the Department Head must contact and discuss such action with the Human Resources Director and/or the County Counsel or their designees.

- C. **Notice to Employee.** After the discussion in Paragraph (B), a Department Head who concludes that suspension, demotion or dismissal is justified, shall notify the affected employee in writing of the proposed action; the reasons therefore with a copy of charges and material on which it is based and the right to respond to the Department Head or designee. Said notice must be served on the employee at least five work days before the intended action.
- D. **Management Rights.** Prior to the written notice and until a final decision is made regarding the employee's job status, management reserves the right to immediately remove an employee from the workplace for irrational or improper behavior, and place an employee on paid administrative leave. The reviews and notices required shall be served on the employee as soon as possible after the employee is placed on such leave.
- E. **Written Notification.** All written orders shall be served on the employee and a copy sent to the Human Resources Department. If personal service upon the employee is impossible, a copy of the order shall be sent by registered mail to the employee at his or her last known address.
- F. **Employee Right to Respond.** The employee shall be entitled to a meeting with the Department Head or designee within five working days of notice of the proposed action to answer the charges or to present an answer in writing to the charges during the same period of time. Subsequent to meeting with the employee and/or reviewing the written material provided by the employee, the Department Head may:
 - 1. carry out the disciplinary action by written order;
 - 2. rescind the proposed action;
 - 3. impose a lesser disciplinary action; **or**
 - 4. withdraw and amend the proposed action and serve another notice of proposed action, if further areas for discipline were discovered prior to the disciplinary action being imposed.

Section 26.03 Causes for Discipline

Each of the following constitutes cause for suspension, demotion or dismissal of an employee or person whose name appears on any employment list.

- A. Fraud in securing appointment, including but not limited to falsification of application in securing appointment, and false information concerning professional licenses, College/University diplomas, advanced degrees, or certifications.
- B. Incompetency.
- C. Inefficiency.
- D. Inexcusable neglect of duty.
- E. Insubordination.
- F. Dishonesty.
- G. In possession of, trafficking in, or under the influence of alcoholic beverages or illegal drugs while at work or on County property.
- H. Intemperance.
- I. Inexcusable absence without leave.

- J. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
- K. Discourteous treatment of the public or other employees.
- L. Political activity which is in violation of federal, state or local laws and regulations.
- M. Use of County property in violation of law or Board order.
- N. Violation of this Article.
- O. Any other failure of good behavior or acts either during or outside of duty hours which are incompatible with or inimical to the public service.
- P. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.
- Q. Violation of any of the provisions of Article 25 in this Agreement entitled Prohibited Activities.
- R. Violation of the employment of a relative rule set forth in Yuba County Merit Resolution Article 3 Subsection 10.
- S. Violation of written County or departmental policies including those relating to safety issues and sexual harassment.
- T. Negligent or willful damage to public property or waste of public supplies or equipment.
- U. Failure or refusal to cooperate in an investigation being conducted by the County.
- V. Knowingly making false accusation or knowingly providing inaccurate information about an employee that could lead to disciplinary action of the employee if the information or accusation were true.

Section 26.04 Right of Appeal

- A. Any regular employee, except a probationary employee, who is suspended, demoted or dismissed, may appeal such order or decision under filing notice of appeal with the Human Resources Director within five work days after service on such employee of the order as herein above provided. Probationary employees shall have no right of appeal for dismissal or demotion except as contained in Article 22 of this Agreement entitled Probationary Periods. Within 15 days from the date of service of said order upon the employee, such employee shall file with the Human Resources Director an answer in writing to the charges set forth in the order of disciplinary action. The Human Resources Director shall review said order, notice of appeal, and answer, and shall then discuss the disciplinary action and appeal with the employee and/or his or her representative and the Department Head in order to determine if a hearing is necessary.
- B. In the event an agreement regarding disposition of the matter cannot be reached within 15 days after filing of the answer to the charges, and upon the request of the employee, the Human Resources Director will contact the State of California Office of Administrative Hearings to request the assignment of a Hearing Officer to hear the appeal. In the event the Office of Administrative Hearings cannot provide an Administrative Law Judge to preside over the hearing within 30 days from the date of the appeal, the Human Resources Director may obtain a list of 5 hearing officers submitted by the American Arbitration Association and a Hearing Officer may be selected from said

list by alternatively striking names until one name remains. The party to strike the first name shall be selected by lot. The parties to the hearing may directly select a neutral third party to hear the matter and render a decision. The employee and/or his or her representative must agree within ten days to a hearing date after contact by the Human Resources Director or the appeal will be considered to have been abandoned by the employee and will not be scheduled. Said Hearing Officer will commence hearing the matter as soon as possible.

- C. If any employee alleges that the suspension, demotion, or dismissal resulted from discrimination based on race, color, religion, sex, handicap, medical condition, marital status, age, ancestry or national origin, an appeal will be heard on this issue only if the employee's allegation is supported by a written statement of grounds or reasons which are deemed by the Hearing Officer to be sufficiently clear and concrete to permit a hearing. The written statement of grounds must be served on County Counsel at least 15 calendar days prior to the hearing. The County Counsel must then serve the employee with a response to the allegation(s) at least five calendar days prior to the hearing. The burden of proof shall be on the complainant to show by a preponderance of evidence that an unlawful discriminatory action occurred.

Section 26.05 Hearing

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

- A. The Hearing shall be public except that, if the employee requests that the matter be heard privately, it shall be so heard.
- B. Subpoenas and Subpoenas Duces Tecum may be issued in accordance with Section 11450.05 et seq. of the Government Code.
- C. The Hearing shall be conducted in accordance with Section 11513 of the Government Code.
- D. The provisions of Section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this Section and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the Hearing Officer. In those cases where the Board reheard the matter as provided by Section 34.06, the Board shall establish such time limitations.
- E. All costs related to the hearing directed to be incurred by the Hearing Officer and all fees of the Hearing Officer will be shared equally by the parties unless the employee is fully reinstated.

Section 26.06 Decision

- A. The Hearing Officer shall within 30 calendar days after said hearing make a finding as to whether or not the employee was suspended, demoted, or dismissed for the reasonable cause set forth in the notice of disciplinary action and shall also make a recommendation as to the appropriate disposition of the case.

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

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

1. Follow the recommendation of the Hearing Officer; **or**
2. Reinstatement the employee; **or**
3. Order any disciplinary action which it judges to be appropriate based on the evidence; **or**
4. Rehear the matter under the provisions of Section 26.05 of this Article.
5. In these cases, the Board's decision shall be final and binding on all parties.

B. The procedures in this Subsection shall be followed except as outlined below;

1. In cases where discrimination in suspension, demotion, or dismissal based on race, religion, color, sex, marital status, handicap, medical condition, age, ancestry, or national origin is alleged and proven, the Hearing Officer shall have the authority to reinstate the employee without prejudice where such decision is supported by the written findings of the Hearing Officer.
2. The Hearing Officer shall have no power to alter, amend, change, add to or subtract from this Agreement or any ordinance, resolution, rule or regulation approved by the Board of Supervisors.
3. The Hearing Officer shall have no power to award punitive damages.
4. The Hearing Officer's findings and award shall be based solely on the evidence presented at the hearing.
5. The decision of the Hearing Officer, as outlined in Section 34.06 B 1 above, shall not be subject to modifications by the Board of Supervisors and shall be implemented by Board order.

ARTICLE 27 - GRIEVANCE PROCEDURES

Section 27.01 Section Purpose

The grievance procedures are intended to provide employees a means to have their grievance heard in a fair, clear, and expedient manner. At the same time supervisors and managers must be given an opportunity to address the specific grievance at the lowest possible level.

A grievance may be filed by an employee if a management interpretation or application of a law, ordinance, resolution, regulation, rule, or other agreement adversely affects the employee's wage, hours, or conditions of employment. Excluded from the grievance procedure are disciplinary matters, performance evaluation ratings, and actions of the Board of Supervisors.

This does not preclude an employee or his/her representative from addressing the Board of Supervisors on a matter that is not covered under any other existing appeal or grievance process.

Section 27.02 General Provisions

- A. Employees are entitled to union representation at any level of the grievance process.
- B. Employees are entitled to reasonable release time at any level of the grievance process.
- C. Timeliness: If either party is absent from the normal work site for longer than a week, the grievance will be held in abeyance until the absent party returns. This doesn't preclude the parties from mutually agreeing in writing to waive or extend the timelines at any step. Keeping in mind that timely processing of the grievance is in all parties' best interests.
- D. If the response deadline falls on a weekend or holiday, the response is due before the close of business the following work day.

Section 27.03 General Procedures

Step 1:

All grievances must be initially filed in writing on the form designated by the Human Resources Director with the immediate supervisor within 15 calendar days of the situation used as the basis of the grievance, or, from the date the employee should have reasonably been aware of the situation used as a basis for the grievance. The employee must clearly state the date, time, and all other circumstances surrounding the situation being grieved; as well as any requested remedy. The supervisor will also be required to give the employee a written response within 15 calendar days of receipt of the grievance. The supervisor will state his/her position regarding the issues presented in the grievance, and whether the requested remedy is being granted, an alternative remedy offered, or the remedy is being denied. If the supervisor fails to provide a response within 15 calendar days of receipt of the grievance, it will automatically be elevated to a Step 2 grievance.

Step 2:

If the grievance is not resolved at Step 1, it may be submitted to the Department Head for consideration within 15 calendar days of the immediate supervisor's decision. The Department Head will then review the original written grievance and response by the supervisor and give the employee a written response within 15 calendar days of receipt of the employee's Second Level grievance request. Based on the submitted documents or other facts related to the original grievance, the Department Head will state his/her position regarding the issues presented in the

grievance, and whether the requested remedy is being granted, an alternative remedy offered, or the remedy is being denied. If the Department Head fails to provide a response within 15 calendar days of receipt of the Step 2 grievance, it will automatically be elevated to a Step 3 grievance.

Step 3:

If the grievance is not resolved at Step 2, it may be submitted to the Human Resources Director for consideration within 15 calendar days of the Department Head's decision. The Human Resources Director will review the original written grievance and responses by the supervisor and Department Head and shall either schedule a meeting with the employee to discuss the grievance or give the employee a written response within 15 calendar days of receipt of the employee's Third Level grievance request. Based on the submitted documents, the Human Resources Director will state Human Resource's position regarding the issues presented in the grievance, and whether the requested remedy is being granted, an alternative remedy offered, or the remedy is being denied. If the Human Resources Director fails to provide a response within 15 calendar days of receipt of the Step 3 grievance or the meeting, whichever is later, it will automatically be elevated to a Step 4 grievance.

Step 4:

If the grievance is not resolved at Step 3, either party may within 15 calendar days request advisory arbitration. A request to proceed to advisory arbitration shall be filed with the Human Resources Director, who will act promptly to request a list of seven arbitrators from the American Arbitration Association (AAA). The Human Resources Director will instruct the AAA to issue a copy of the list to both the County and Union. Once the parties have received the lists, representatives of the parties will meet within 5 working days to determine if they can mutually agree upon using one of the arbitrators listed. Should the parties not be able to reach agreement, the parties shall alternately strike one name from the list until only one name remains. That person shall be the arbiter. The right to strike the first name shall be determined by lot.

Where practicable, the date for a hearing shall not be less than 10 days, nor more than 30 days, from the date of the selection of the arbiter. The parties may stipulate to a longer period of time for commencing with the grievance hearing.

The Human Resources Director shall duly notify the interested parties of the time and place of the hearing as soon as possible but no later than seven calendar days prior to the grievance hearing.

All grievance hearings shall be closed to the public except when the parties stipulate otherwise. The hearing shall be conducted in accordance with Section 11513 of the Government Code. The provisions of Section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this section, and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the arbiter as the case may be. Subpoenas and subpoenas duces tecum shall be authorized as provided by Government Code Section 11450.05 et seq.

The arbiter shall render judgment as soon after the conclusion of the hearing as possible but in no event later than 30 working days after the close of the grievance hearing, unless mutually agreed otherwise by the parties. The arbiter's decision shall set forth which alleged violations, if any, are sustained and the reasons therefore. The arbiter's decision shall set forth findings of fact and conclusions of law. The arbiter may sustain or reject any or all of the charges filed in the grievance. The arbiter's opinion shall be advisory only.

The arbiter's opinion shall be filed with the Human Resources Director, the grievant and the

Clerk of the Board of Supervisors. If within 30 days of receipt by the parties of the arbiter's decision, either party to the action files a written appeal with the Board of Supervisors, a copy of such appeal will be served concurrently upon the opposing party. The Board of Supervisors will review the transcript of the proceedings and shall, based upon such review, adopt, amend, modify or reject the findings of fact, conclusions of law, and/ or opinion of the arbiter. Either party may request written argument prior to the Board's decision. If such request is granted, the opposing party shall be provided adequate time to present a responsive written argument.

If neither party files such appeal within the above 30 day period, the decision of the arbiter shall be deemed adopted by the Board of Supervisors. The decision of the Board shall be final and conclusive.

Each party shall bear equally the cost of facilities, fees, and expenses of the arbiter and court reporter, including transcripts. Each party shall bear its own witness and attorney fees.

The Human Resources Director shall execute the decision of the Board within ten working days of the decision.

ARTICLE 28 - MISCELLANEOUS

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the County. During the term of this Agreement, neither the County nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

The Association agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating this section to return to work.

The County may discharge or discipline any employee who violates this Agreement and any employee who fails to carry out his/her responsibilities under this Agreement.

Nothing contained herein shall preclude the County from obtaining judicial restraint and damages in the event of a violation of this Agreement.

Neither party shall be obligated to meet and confer with respect to any subject or matter not specifically referenced in this Agreement, even though such subjects may not have been with the knowledge or contemplation of either or both parties at the time they signed this Agreement, unless required by state or federal law. Nothing herein shall preclude the parties from meeting or conferring by mutual consent.

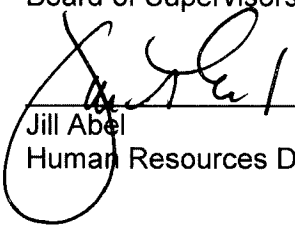
The parties agree the Provision in the Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba Article 9 Section 9.11 Conversion to Deferred Compensation does not apply to YCPPOA.

If there should be a conflict between language in the County of Yuba Resolutions #2002-21, #2005-113, or subsequently adopted revisions, and this Agreement, this Agreement shall prevail. All ordinances, resolutions or rules not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof.

Signed and agreed upon on _____ by the following parties:
(DATE)

COUNTY OF YUBA

Roger Abe, Chair
Board of Supervisors

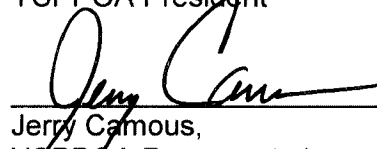


Jill Abel
Human Resources Director

PPOA



Tracy Hutchinson,
YCPPOA President



Jerry Camous,
YCPPOA Representative

BEFORE THE BOARD OF TRUSTEES OF THE
PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT

JUN 29 2015
Clerk/Board of Supervisors

RESOLUTION NO. 2015-13

RESOLUTION ORDERING AN ELECTION TO AUTHORIZE
THE ISSUANCE OF SCHOOL BONDS, ESTABLISHING
SPECIFICATIONS OF THE ELECTION ORDER, AND
REQUESTING CONSOLIDATION WITH ANY OTHER
ELECTIONS OCCURRING ON NOVEMBER 8, 2016

WHEREAS, in the judgment of the Board of Trustees (the "Board") of the Plumas Lake Elementary School District (the "District"), it is advisable to call an election to submit to the electors of the District the question of whether the bonds of the District shall be issued and sold for the purpose of raising money for the acquisition and construction of additional classrooms and school facilities; and

WHEREAS, the District currently contains three elementary school sites, with the Riverside Meadows site functioning as a middle school; and

WHEREAS, the District's middle school students should have a dedicated site that is tailored to the educational and physical needs of middle school students including today's math, science, technology and arts education standards; and

WHEREAS, excellent schools and classrooms benefit the District's ability to recruit and retain excellent teachers and keep our community vital by continuing to attract young families; and

WHEREAS, without a local school bond, the District will lose the opportunity to receive state matching funds which will then be awarded to other school districts; and

WHEREAS, Article XIII A, Section 1, paragraph (b)(2) of the California Constitution ("Article XIII A") provides that an *ad valorem* property tax on real property may be imposed to secure payment of bonded indebtedness incurred by a school district that has been approved by two-thirds (66.7%) of the voters of the District voting on the proposition; and

WHEREAS, pursuant to California Education Code section 15100 *et seq.* (the "Act"), this Board is specifically authorized, upon approval by a majority vote of the Board, to submit to the electorate of the District the question of whether bonds of the District shall be issued and sold for specified purposes, upon a two-thirds (66.7%) vote of the electorate in favor on the question, pursuant to paragraph (2) of said subdivision (b) of Section 1 of Article XIII A and subdivision (b) of Section 18 of Article XVI of the California Constitution; and

WHEREAS, pursuant to California Election Code section 10403, *et seq.*, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on

Tuesday, November 8, 2016, and to request the election officials of Yuba County (the "County") to perform certain election services for the District.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

1. **Call for Election.** The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in the principal amount not to exceed Twenty Million Dollars (\$20,000,000) for the purpose of raising money for the acquisition and construction of additional schools, facilities, and improvements, and paying costs incident thereto, as set forth more fully in a ballot proposition approved pursuant to Section 3 below. This Resolution constitutes the order of the District to call such election.
2. **Election Date.** The date of the election shall be November 8, 2016, and the election shall be held solely within the boundaries of the District.
3. **Purpose of Election; Ballot Proposition.** The purpose of the election shall be for the voters of the District to vote on a proposition, a full copy of which is attached hereto as ***Exhibit A***, containing the question of whether the District shall issue the Bonds for the purposes stated therein. As required by California Elections Code section 13247, the abbreviated form of the measure to appear on the ballot is attached hereto as ***Exhibit B***. The District's Superintendent (or his/her designee) is hereby authorized and directed to make any changes to the text of the proposition or its abbreviated form as required to comply with the intent of this Resolution, the requirements of elections officials, and requirements of law.
4. **Authority for Election.** The authority for ordering the election is contained in California Education Code section 15100, *et seq.* and Article XIII A, Section 1, paragraph (b), subsection (2) of the California Constitution. The authority for the specification of this election order is contained in California Education Code section 5322.
5. **School Facilities Projects.** A description of the specific school facilities projects and uses to be funded from the proceeds of the bonds is set forth in ***Exhibit A***.
6. **Covenants of the Board Upon Approval of the Bonds by the Electorate.**
 - (a) As required by Article XIII A and section 15124 of the Act, if two-thirds (66.7%) of the voters of the District voting on the measure approve of the bonds, the Board shall use the bond proceeds only for the purposes authorized under Article XIII A, including those purposes allowed by the Constitution as set forth in section 15100 of the Act that comprise the acquisition or improvement of real property, as more specifically set forth herein and in the Bond Measure, and costs incident thereto, and not for any other purpose, including salaries and other routine school operating expenses;

7. **Delivery of this Resolution.** The Clerk of this Board is hereby authorized and directed to send or hand deliver a copy of this Resolution to the County Superintendent of Schools and the County Registrar of Voters by no later than August 12, 2016.
8. **Declaration of Official Intent.** The District hereby declares its official intent, subject to the further approval of this Board, to use up to the maximum amount permitted by law of the proceeds of the proposed bonds to reimburse itself for payments it has made for any eligible costs of the projects and uses described in the Bond Measure. It is intended that this Resolution shall, among other things, constitute a declaration of "official intent" within the meaning of Section 1.150-2 of the Treasury Regulations promulgated under Section 150 of the Internal Revenue Code of 1986, as amended.
9. **Ballot Arguments; Tax Rate Statement.** Any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument. The Superintendent, President of the Board, or their designees, are hereby authorized to execute any Tax Rate Statement or other document and to perform all acts necessary to place the bond measure on the ballot.
10. **Consolidation of Election; Election Services.** The County Registrar of Voters and the County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 8, 2016 within the District. Pursuant to section 5303 of the Education Code and section 10002 of the Elections Code, the County Board of Supervisors is requested to permit the County Registrar of Voters, and other appropriate officials of the County, to render all services necessary in connection with the bond election including, but not limited to, publication of a Formal Notice of School Bond Election pursuant to Education Code 5363 and related law (the proposed form of which is attached hereto as ***Exhibit C***), the mailing of the sample ballot and tax rate statement (described in section 9401 of the Elections Code), the opportunity to submit ballot arguments in connection with the bond election, the canvassing and certification of the returns of the election, and other ballot requirements pursuant to Elections Code section 15123, for which services the District agrees to reimburse the County as required by law.
11. **Severability.** If any section, subsection, phrase or clause of this Resolution, or its application to any person or circumstance, is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Resolution, or their application to any other person or circumstance. The Board declares that it would have adopted this Resolution and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, sentences, phrases or clauses, or their application to any person or circumstance, shall be declared invalid.
12. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

* * * * *

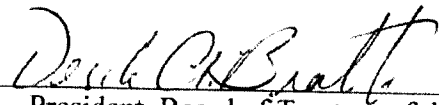
PASSED AND ADOPTED on June 23, 2016, by the following vote:

AYES: 4

NOES: 0

ABSTENTIONS: 0

ABSENT: 1

By: 
President, Board of Trustees of the
Plumas Lake Elementary School District

ATTEST:

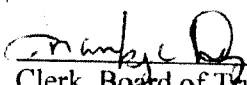

Clerk, Board of Trustees of the
Plumas Lake Elementary School District

EXHIBIT A**FULL TEXT OF BOND MEASURE**

for

PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT

INTRODUCTION

The Plumas Lake Elementary School District serves the Plumas Lake community with a population over 1,200 students in 3 elementary school sites, with the Riverside Meadows site functioning as a middle school. In order to best serve the District's students and the community, middle school students should benefit by a dedicated middle school site that is tailored to the specific educational and physical needs of middle school students. The District has additional ongoing needs for facilities and infrastructure improvements, including technology infrastructure for future needs and increased capacity. The District needs to be prepared for increased enrollment because of local home development and construction. There are nearly 5,000 new homes currently in planning stages. There is presently no dedicated middle school to serve students in grades 6-8. A long term solution is needed to address these issues.

The State of California requires a local match, funded primarily through local, general obligation bonds, for school districts wishing to pursue matching state funds for the upgrade or replacement of school buildings and facilities. The millions of dollars potentially available through the State match allows local taxpayers to benefit from the tax dollars they already pay to Sacramento.

It is imperative that our students are housed in adequate schools that are program-appropriate. In addition, our students would benefit from complete, comprehensive, and efficient schools. We need to act locally to build safe and modern schools to ensure our students have the educational opportunities they deserve.

BONDS

Local Middle School Construction Measure. To design and construct a new middle school to serve the Plumas Lake community in order to provide adequate facilities specifically designed to accommodate middle school curriculum for all current and future residents, including modern classrooms, science, math and computer labs as well as necessary student support facilities, shall Plumas Lake Elementary School District issue \$20,000,000 in bonds, at legal rates, no money for administrators' salaries, with all funds used locally?

SCHOOL FACILITIES PROJECTS TO BE FUNDED FROM BOND PROCEEDS

As required by the California Constitution, the proceeds from the sale of the bonds will be used only for the purposes authorized under Article XIII A of the California Constitution, including acquisition or improvement of real property for school facilities, as more specifically set forth in this Bond Measure, and costs incident thereto. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to the bond projects.

The scope of specific projects, the order of construction, and their completion is contingent on final project costs and the availability of needed funds. Further, such projects are of the type that issuing the authorized general obligation bonds as stated will not cause the State to reduce any financial hardship contribution that would otherwise be available to the District had these bonds not been authorized, issued, and or expended for their stated purpose.

STATE MATCHING FUNDS

California Education Code section 15122.5 requires the following statement to be included in this sample ballot:

"Approval of this bond measure does not guarantee that the proposed projects in the Plumas Lake Elementary School District that are the subject of bonds under this measure will be funded beyond the local revenues generated by this bond measure. The school district's proposal for certain of the projects assumes the receipt of matching state funds, which are subject to appropriation by the Legislature or approval of a statewide bond measure."

Project funded by this Bond Measure may include participation in the State Facility Program to gain matching funds for qualifying school construction projects including qualifying joint use facilities under the Joint Use Program. With respect to such joint use projects, the bond funds authorized by this Measure may be used to pay all of the local share needed to qualify the projects for special State matching funds under the Joint Use Program requirements.

ANNUAL TAX AMOUNT, RATE, AND DURATION

The bonds shall bear interest at an annual rate not exceeding the statutory maximum. The maturity of the bonds shall not exceed the maximum term allowed by law at the time of issuance (currently 25 years if issued under Education Code section 15140, or 40 years if issued under Government Code section 53508, so long as the bonds are not capital appreciation bonds ("CABs," which CABs are limited to 25 years)). Accordingly, as further set forth in the tax rate statement, the *ad valorem* tax will be levied at such rates and for so long as may be required to meet the debt service needs of the bonds proposed to be issued, including such bonds that may be issued to refund any approved bonds.

EXHIBIT B

BOND MEASURE
for
PLUMAS LAKE ELEMENTARY SCHOOL DISTRICT

(Abbreviated Form)*

<p>“Local Middle School Construction Measure. To design and construct a new middle school to serve the Plumas Lake community in order to provide adequate facilities specifically designed to accommodate middle school curriculum for all current and future residents, including modern classrooms, science, math and computer labs as well as necessary student support facilities, shall Plumas Lake Elementary School District issue \$20,000,000 in bonds, at legal rates, no money for administrators’ salaries, with all funds used locally?”</p>	<p style="text-align: center;">BONDS – YES</p>
	<p style="text-align: center;">BONDS – NO</p>

* Limited to 75 words pursuant to California Elections Code section 13247.

EXHIBIT C**FORMAL NOTICE OF SCHOOL BOND ELECTION**

NOTICE IS HEREBY GIVEN to the qualified electors of the Plumas Lake Elementary School District of Yuba County, California, that in accordance with the provisions of the Education Code of the State of California, an election will be held on November 8, 2016 within the District, at which election the following measure shall be submitted to the qualified electors of the District and voted upon:

“Local Middle School Construction Measure. To design and construct a new middle school to serve the Plumas Lake community in order to provide adequate facilities specifically designed to accommodate middle school curriculum for all current and future residents, including modern classrooms, science, math and computer labs as well as necessary student support facilities, shall Plumas Lake Elementary School District issue \$20,000,000 in bonds, at legal rates, no money for administrators’ salaries, with all funds used locally?”

Bonds – Yes

Bonds – No”

The bonds shall bear interest at an annual rate not exceeding the statutory maximum. The maturity of the bonds shall not exceed the maximum term allowed by law at the time of issuance (currently 25 years if issued under Education Code section 15140, or 40 years if issued under Government Code section 53508, so long as the bonds are not capital appreciation bonds (“CABs,” which CABs are limited to 25 years)). Accordingly, as further set forth in the tax rate statement, the *ad valorem* tax will be levied at such rates and for so long as may be required to meet the debt service needs of the bonds proposed to be issued, including such bonds that may be issued to refund any approved bonds.

All of the purposes enumerated in the foregoing measure shall be united and voted upon as one single measure, with precincts, places of holding the elections and officers appointed to conduct the elections to be the same as those provided for the statewide presidential general election to be held on November 8, 2016 under the Notice of Election published _____, 2016.

This election has been called pursuant to a Resolution of the Board of Trustees of the Plumas Lake Elementary School District, adopted on June 23, 2016. The Elections Official of the County of Yuba hereby gives formal notice of the election in accordance with the provisions of Education Code Section 15120.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2016.

Registrar of Voters
Yuba County, California

TAX RATE STATEMENT

An election will be held in the Plumas Lake Elementary School District (the "District") on November 8, 2016, to authorize the sale of up to \$20 million in bonds of the District for the specific school facilities projects described in the proposition. If the bonds are authorized, the District expects to sell the bonds in one or more series. Principal and interest on the bonds will be payable from the proceeds of tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400-9404 of the California Elections Code.

(1) The best estimate of the tax rate that would be required to be levied to fund the bonds during the first fiscal year after the first sale of the bonds based on estimated assessed valuations available at the time of filing of this statement, is \$0.058 per \$100 of assessed valuation (\$58 per \$100,000 of assessed valuation) in fiscal year 2020-21.

(2) The best estimate of the tax rate that would be required to be levied to fund the bonds during the first fiscal year after the last sale of the bonds, based on estimated assessed valuations available at the time of filing of this statement, is \$0.128 per \$100 of assessed valuation (\$128 per \$100,000 of assessed valuation) in fiscal year 2026-27.

(3) The best estimate of the highest tax rate that would be required to be levied to fund the bonds, based on estimated assessed valuations available at the time of filing of this statement, is \$0.128 per \$100 of assessed valuation (\$128 per \$100,000 of assessed valuation) in fiscal year 2026-27.

(4) The best estimate of the average tax rate which would be required to be levied to fund the bonds during the life of the bonds, based on estimated assessed valuations available at the time of filing of this statement, is \$0.081 per \$100 of assessed valuation (\$81 per \$100,000 of assessed valuation).

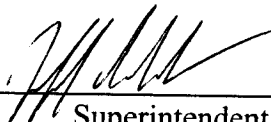
(5) The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is \$31,700,000 (\$20,000,000 of principal and \$11,700,000 of interest). This estimate is based on assumptions regarding future interest rates and the term, timing, structure and amount of each series of bonds.

Voters should note that such estimated tax rates are specific to the repayment of bonds issued under this authorization and are and will be in addition to tax rates levied in connection with other bond authorizations approved or to be approved by the District or any other overlapping public agency.

Voters should note that estimated tax rate is based on the ASSESSED VALUE of taxable property on Yuba County's official tax rolls, not on the property's market value. Property owners should consult their own property tax bills to determine their property's assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the District's projections and estimates only, which are not binding upon the District. The actual tax rates and the years in which they will apply may vary from those presently estimated, due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount of bonds sold at any given time will be determined by the District based on need for construction funds and other factors. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the Yuba County Assessor in the annual assessment and the equalization process.

Dated: 6/28/16.



Superintendent
Plumas Lake Elementary School District

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County of Yuba
DEPARTMENT OF PUBLIC WORKS


915 8th Street, Suite 125
Marysville, CA 95901

Telephone No. (530)749-5420
Fax No. (530)749-5424

INFORMATIONAL MEMO

Date: June 30, 2016

To: Board of Supervisors
Robert Bendorf, CAO
Tim Shaw, OPUD
Steve Fordice, RD 784

From: Michael Lee, Public Works Director 

Subject: Annual Impact Fee Adjustment

The County's development impact fees as well as the special district's provide for an annual adjustment to account for escalation in construction costs. In accordance with the resolutions implementing these fees, they are to be adjusted by the average of the San Francisco and 20-Cities Construction Cost Index (CCI) as reported in the Engineering News Record. The increase in the CCI from the May '15 index to the May '16 index is 3.41%. The impact fee adjustment will be effective July 1, 2016, and will apply to the following fees:

- Countywide Development Impact Fees
- Plumas Lake Specific Plan / North Arboga Study Area Traffic Impact Fee
- Olivehurst Public Utility District Park Impact Fee
- RD 784 Drainage Impact Fee

For single family residences, the updated impact fees for the Countywide, Plumas Lake Specific Plan (PLSP) / North Arboga Study Area (NASA), Olivehurst Public Utility District (OPUD), and Reclamation District 784 (RD 784) are as follows:

Countywide

\$3.78 per square foot

PLSP

Traffic Impact Fee: \$5,361

OPUD

Park Impact Fee: \$6,524

RD 784

Basin A:	\$6,341 per acre
Basin A-1:	\$11,398 per acre
Basin B:	\$9,601
Basin C:	\$16,127
Basin C-1:	\$24,673

MEMORANDUM

To: Tim Shaw, Olivehurst Public Utility District
Cindy Van Meter, Olivehurst Public Utility District
Mike Lee, Yuba County Public Works

From: Jamie Gomes, Megan Quinn, and Mark Polhemus

Subject: 2016 Annual Inflation Rate for Park Development Fees;
EPS #14401

Date: June 24, 2016

The Economics of Land Use



The attached tables show the 2016 annual inflation adjustment for the Olivehurst Public Utility District (OPUD) Plumas Lake Specific Plan/North Arboga Study Area (PLSP/NASA) Park Development Fee.

Table 1 calculates the inflation rate to be applied. It is based on the average of the percentage change in the Engineering News Record 20-City Construction Cost Index and the percentage change in the San Francisco Construction Cost Index from May 2015 to May 2016. Applying this methodology, the inflation rate is 3.41 percent.

Table 2 shows the 2016 PLSP/NASA Park Development Fee after applying the 3.41-percent adjustment to the park fee by land use category and then adding the 3-percent administration component to the inflated fee.

Please call (916) 649-8010 if you have questions regarding this development Impact fee escalation information.

Economic & Planning Systems, Inc.
2295 Gateway Oaks Drive, Suite 250
Sacramento, CA 95833-4210
916 649 8010 tel
916 649 2070 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

Table 1
Yuba County Development Impact Fees
Calculation of the May 2015 to May 2016 Construction Cost Escalation Factor

Date	Index Value	
	20-City CCI	San Francisco CCI
Current Year Inflation Adjustment		
May 2015 [5]	9,975	11,169
May 2016	10,315	11,550
Percentage Change	3.41%	3.41%
Average of Percentage Changes	3.41%	

Source: Engineering News Record Construction Cost Index.

2016 INFLATION ADJUSTMENT **3.41%**

[1] ENR and EPS have revised and adjusted the ENR May 2015 value for the 2016 inflation adjustment rate.

DRAFT

Table 2
PLSPINASA Park Fee
Inflation of Park Fees to 2016 \$

2016 \$

Item	2015 Park Costs				Inflated 2016 Park Costs		Subtotal 2016 Inflated Park Costs	Administration Cost per Unit/ Sq. Ft.	Total 2016 Fee per Unit/ Sq. Ft.
	Neighborhood Parks	Community Parks	Community Center	Subtotal 2015 Costs	Neighborhood Parks	Community Parks	Community Center		
<i>Inflation Factor</i>					3.41%	3.41%	3.41%	3%	
Single-Family	\$3,946	\$1,314	\$865	\$6,125	\$4,081	\$1,359	\$894	\$190	\$6,524
Multifamily	\$2,587	\$862	\$567	\$4,016	\$2,675	\$891	\$586	\$125	\$4,277
Commercial	-	\$0.21	\$0.16	\$0.37	-	\$0.22	\$0.17	\$0.01	\$0.40
Office	-	\$0.32	\$0.22	\$0.54	-	\$0.34	\$0.23	\$0.02	\$0.59
<i>2016_inflation*</i>									

(295-0716) Memo ... - 5 of 6

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The County of Yuba

(296-0716) Consi... - 1 of 3

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



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

TO: Human Services Committee
Yuba County

FROM: Jennifer Vasquez, Director
Chaya Galicia, Project Manager
Health & Human Services Department

DATE: July 12, 2016

SUBJECT: Board of Supervisors Approval to Increase Funding to Agreement for Services and for the Chair to Execute the Amendment to the Agreement

RECOMMENDATION: It is recommended that the Board of Supervisors approve the Health and Human Services Department's (HHSD) request to amend the current agreement for consulting services with Thurmond Consulting, LLC, by \$20,000. It is further recommended that the Chair of the Board be authorized to execute, on behalf of the County of Yuba, the attached First Amendment to the Agreement, which has been approved by county counsel, after it has been signed by the Contractor.

BACKGROUND: Yuba County Purchasing and Contract Policy Manual, Section 6.3(f) Consultant and Professional Services Contracts states, in part, that contract increases greater than "ten percent of the original contract amount or for more than \$10,000.00" require Board of Supervisors approval.

DISCUSSION: Thurmond Consulting has been working with HHSD and the County to discover alternatives to alleviating the homeless issues within Yuba County. The First Amendment will increase the maximum amount payable under the agreement from \$20,000.00 to \$40,000.00 and alter the rate of payment for services from an hourly rate of \$60.00 to a flat rate of \$3,400.00.

FISCAL IMPACT: Approval of this authorization will not impact County General Funds.

**FIRST AMENDMENT TO THE AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF YUBA
AND THURMOND CONSULTING, LLC**

This is the first amendment to the Agreement for Professional Services, dated February 22, 2016, for the provision of consulting services between the County of Yuba ("the COUNTY"), on behalf of its Health and Human Services Department, and Thurmond Consulting, LLC ("CONTRACTOR").

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

1. Provision B.1 of Attachment B is hereby amended to read in its entirety as follows:

B.1. BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Forty Thousand Dollars (\$40,000.00) for services based upon a service fee of Sixty Dollars (\$60.00) per hour for services rendered pursuant to this Agreement for the months of January through June 2016 and October through December 2016. For the months of July, August and September 2016, COUNTY shall pay CONTRACTOR a flat rate of Three Thousand Four Hundred Dollars (\$3,400) per month. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Forty Thousand Dollars (\$40,000.00) without a formal written amendment to this Agreement approved by both parties.

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All remaining provisions of the Agreement for Professional Services between the COUNTY and CONTRACTOR entered into on February 22, 2016, shall remain in full force and effect.

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

"COUNTY"
COUNTY OF YUBA


"CONTRACTOR"
THURMOND CONSULTING, LLC

_____, Chair

Scott Thurmond,
Thurmond Consulting, LLC
Tax ID #45-2131881

Authorized Pursuant to Board
Minute # _____

APPROVED AS TO FORM:



Angil P. Morris-Jones,
County Counsel

RECOMMENDED FOR APPROVAL:

Jennifer Vasquez, Director
Yuba County Health and Human
Services Department