

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.

OCTOBER 18, 2016

9:20 A.M. YUBA LEVEE FINANCING AUTHORITY SPECIAL MEETING

1. **Roll Call - Directors Aikens, Bendorf, Hastey, Meirzwa**
2. **Election of Chair and Vice-Chair (No background material)**
3. **[Approve minutes of September 13, 2016.](#)**
4. **[Adopt resolution establishing regular meetings dates shall occur on any regular meeting day of the Yuba County Board of Supervisors at 1:00 p.m. or other time to be set as needed; and schedule next regular meeting for November 1, 2016 at 5:30 p.m.](#)**
5. **[Approve agreement with Capitol Public Finance Group for Municipal Security Issuance Services related to issuance of 2016 Refunding Revenue Bonds to refinance the revenue bonds, 2008 Series A and Taxable Revenue Bonds, 2008 Series B for savings and authorize Executive Director to execute.](#)**
6. **ADJOURN**

9:30 A.M. REGULAR MEETING OF THE 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. **Administrative Services**
 1. **[\(442-1016\) Approve memorandum of understanding with Local Agency Formation Commission \(LAFCO\) for space rental in Yuba County Government Center for a period of five years and authorize Chair to execute.](#)**
 - B. **Clerk of the Board of Supervisors**
 1. **[\(443-1016\) Approve minutes from meetings of September 27 and October 4, 2016.](#)**
 - C. **Community Development and Services**
 1. **[\(435-1016\) Award contract to R & R Horn, Inc. apparent low bidder, for North Beale Road Complete Streets Phase 1 and authorize Chair to execute agreement upon review and approval of County Counsel and Caltrans.](#)**
 2. **[\(444-1016\) Award contract to The Hanna Group \(THG\) to provide construction management services for the Scales Road over Slate Creek Bridge Replacement Project authorize Chair to execute upon approval of County Counsel.](#)**

D. Health and Human Services

1. [\(445-1016\) Approve term of contract amendment with Health Management Associates to reflect period of October 1, 2016 through September 30, 2017 and authorize Chair to execute.](#)

E. Human Resources

1. [\(446-1016\) Adopt resolution amending Classification System- Basic Salary/Hourly Schedule by adding Extra Help Classification System Hourly Schedule, effective July 1, 2016.](#)

IV. **SPECIAL PRESENTATION**

- A. (447-1016) Present proclamation honoring Lowell and America Callahan 2016 National Parents of the Year. (No background material) (Five minute estimate)
- B. [\(448-1016\) Presentation of Employee Recognition Award Plaques. \(Thirty minute estimate\)](#)
- C. [\(449-1016\) Receive Yuba County Digital Law Library's Annual Report for fiscal year 2015-2016. \(Five minute estimate\)](#)
- D. [\(450-1016\) Receive update from First Five Yuba Children and Families Commission on Five year strategic plan goals for early childhood development. \(20 minute estimate\)](#)

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

VI. **COUNTY DEPARTMENTS**

A. Human Resources/Health and Human Services

1. [\(451-1016\) Adopt resolutions amending the Department Allocation Schedule and Classification System-Basic Salary/Hourly Scheduled as it relates to Supervising Public Health Nurse I/II effective October 1, 2016.](#)

B. Board of Supervisors

1. [\(452-1016\) Receive introduction and appoint Weenylyn McCleary Yuba County Public Guardian/Conservator, effective November 1, 2016; approve dual encumbrance of Public Guardian/Conservator effective October 18 - 31 for transition purposes with current Public Guardian/Conservator; approve employment agreement and authorize Chair to execute; and adopt resolution amending the Classification System-Basic Salary Schedule as it relates to the Public Guardian/Conservator effective November 1, 2016. \(15 minute estimate\)](#)

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

- A. [\(453-1016\) Public Hearing - Hold public hearing and approve Foothill Fire Protection District Conflict of Interest Code. \(Five minute estimate\)](#)

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

- A. [\(454-1016\) Notice of hearing and agenda from Central Valley Regional Water Quality Control for October 13 - 14, 2016.](#)

- B. [\(455-1016\) Three notices from California Fish and Game Commission relating to regulatory actions in the California Code of Regulations.](#)
- C. [\(456-1016\) Letter from Auditor Controller enclosing Independent Audit report of the financial records for North Yuba Water District for years ending June 30, 2014 and 2015.](#)
- IX. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.
- X. **CLOSED SESSION**
 - A. Personnel pursuant to Government Code 54957.6(a) - Labor Negotiations DSA/County of Yuba
 - B. Pending litigation pursuant to Government Code 54956.9(d)(2) - One Claim
 - C. Conference with Real Property Negotiator pursuant to Government Code 54956.8 - Property: APN-019-270-010
Property Owner: Darryle & Jerry Kay Stubblefield Negotiating Parties: County of Yuba/Mike Lee Negotiation:
Terms of Payment
- XI. **ADJOURN**
- XII. **1:30 P.M. ADMINISTRATIVE APPEAL HEARING:**
 - A. [\(457-1016\) Administrative Appeal Hearing - Hold appeal hearing to determine public nuisance regarding property located at 9019 Marysville Road, Oregon House, CA 95962, APN 048-080-035, owner Jevaughn Bennett, in the amount of \\$419,581.02. \(Roll call vote\) \(Ten minutes\)](#)

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

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.

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YUBA LEVEE FINANCING AUTHORITY

BOARD OF DIRECTORS

SEPTEMBER 13, 2016 MINUTES

The Board of Directors met in regular session on the above date, commencing at 8:02 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Curt Aikens, Robert Bendorf, Brent Hastey, and Dan Mierzwa. Also present were Clerk of the Board of Supervisors Donna Stottlemeyer. Vice-Chairman Mierzwa presided.

1. Roll Call – Directors Aikens, Bendorf, Hastey, Mierzwa – All present

2. New Business

A. Approve minutes of the meeting of April 13, 2016.

MOTION: Move to approve MOVED: Curt Aikens SECOND: Robert Bendorf

AYES: Curt Aikens, Robert Bendorf, Brent Hastey, Dan Mierzwa

NOES: None ABSTAIN: None ABSENT: None

B. Receive project status and financial summary and authorize Request of Funding No. 23 in the amount of \$6,701,375.44.

Three Rivers Levee Improvement Authority (TRLIA) Director Paul Brunner recapped progress, upcoming projects, and funding regarding the following and responded to inquiries:

- ♦ Western Pacific Interceptor Canal 200-year protections Phase I and II
- ♦ Yuba Goldfields Embankment and 200-year Project

TRLIA Financial Manager Seth Wurzel recapped expenditures, full funding for Goldfields projects, draw request and refinancing process for bonds. Mr. Wurzel responded to inquiries.

Mr. Mierzwa advised fund balance as of June 1 was \$6,758,592.18

Bond Counsel Jeff Small recapped process for refinancing bonds resulting in lowering bond balance and responded to inquiries.

MOTION: Move to approve

MOVED: Brent Hastey SECOND: Robert Bendorf

AYES: Curt Aikens, Robert Bendorf, Brent Hastey, Dan Mierzwa

NOES: None ABSTAIN: None ABSENT: None

3. Public Comments: None
4. Adjourn: 8:25 a.m.

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba



Office of the County Administrator

Robert Bendorf, County Administrator
Grace M. Mull, Deputy County Administrator
Russ Brown, Communications & Legislative Affairs Coordinator
Amanda Nix, Executive Assistant to the County Administrator
Yuba County Government Center
915 8th Street, Suite 115
Marysville, CA 95901

Phone: (530) 749-7575
Fax: (530) 749-7312
Email: rbendorf@co.yuba.ca.us
gmull@co.yuba.ca.us
rbrown@co.yuba.ca.us
anixs@co.yuba.ca.us

Date: October 18, 2016
To: Yuba Levee Financing Authority (YLFA) Board of Directors
From: Robert Bendorf, County Administrator *RB*
By: Grace Mull, Deputy County Administrator
Re: Resolution Establishing YLFA Regular Meeting Dates

Recommendation

The Board of Directors adopt resolution establishing YLFA regular meeting dates and set the next regularly scheduled meeting for Tuesday, November 1, 2016 at 5:30 p.m.

Discussion

The current YLFA meeting schedule allows for meetings to be held on Tuesdays at 1:00 p.m. after the 3rd Wednesday of the month, as needed. This limits the date the meetings can be held during the month as well as restricts the meeting time.

Staff is recommending that a new meeting schedule be established to reflect the following:

YLFA meetings to occur on any regular meeting day of the Yuba County Board of Supervisors at 1:00 p.m. or other time to be established, as needed.

Fiscal Impact

There is no fiscal impact associated with this request is administrative only.

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YUBA LEVEE FINANCING AUTHORITY

RESOLUTION NO. _____

**RESOLUTION ESTABLISHING REGULAR MEETING DATES
FOR AUTHORITY MEETINGS**

RESOLVED, by the Board of Directors (the “Board”) of the Yuba Levee Financing Authority (the “Authority”):

WHEREAS, the Authority is a public agency duly organized and existing pursuant to a Joint Exercise of Powers Agreement, dated as of July 22, 2008 (the “JPA Agreement”), by and between the County of Yuba (the “County”) and the Yuba Water Agency (the “Agency”);

WHEREAS, the Authority is governed by a board of directors comprised of the four member Board of Directors of the District;

WHEREAS, the Authority is statutorily authorized by Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code and is empowered under the JPA Agreement to issue its bonds to, among other things, provide financial assistance to the City and/or the Agency;

WHEREAS, section 6592.1 of the California Government Code provides that a resolution authorizing bonds or any issuance of bonds or accepting the benefit of any bonds or the proceeds of bonds must be adopted by the Authority only during a regular meeting; and

WHEREAS, to provide flexibility for the Authority to adopt resolutions for the issuance of bonds when expedient, it is necessary and appropriate to establish certain regular meeting dates for the Authority;

NOW, THEREFORE BE IT RESOLVED:

Section 1. The Authority hereby determines that November 1, 2016, shall be established as a regular meeting date of the Authority for 2016. The Authority also determines that regular meetings shall occur on any regular meeting day of the Yuba County Board of Supervisors at 1:00 p.m. or other time to be set, as needed. Such establishment of regular meeting dates shall not preclude the calling of special meetings of the Authority, when necessary, for purposes other than the adoption of resolutions for the issuance of bonds.

Section 2. This Resolution shall take effect immediately.

* * * * *

I, the undersigned Secretary the Yuba Levee Financing Authority, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted by the Board of Directors of the Authority at a meeting thereof on the ____ day of _____, 2016, by the following vote of the members thereof:

AYES:

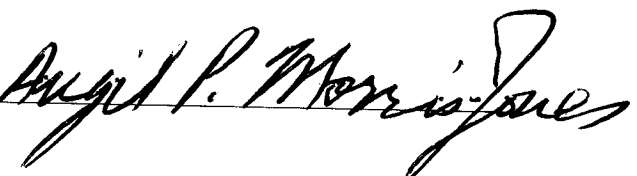
NOES:

ABSTAIN:

ABSENT:

Secretary

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

BY: 

The County of Yuba



Office of the County Administrator

Robert Bendorf, County Administrator
Grace M. Mull, Deputy County Administrator
Russ Brown, Communications & Legislative Affairs Coordinator
Amanda Nix, Executive Assistant to the County Administrator
Yuba County Government Center
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gmull@co.yuba.ca.us
rbrown@co.yuba.ca.us
anixs@co.yuba.ca.us

Date: October 18, 2016
To: Yuba Levee Financing Authority (YLFA) Board of Directors
From: Robert Bendorf, County Administrator *RB*
By: Grace Mull, Deputy County Administrator
Re: Agreement for Municipal Security Issuance Services with Capitol Public Finance Group

Recommendation

The Board of Directors approve agreement with Capitol Public Finance Group for Municipal Security Issuance Services related to the issuance of 2016 Refunding Revenue Bonds to refinance the Revenue Bonds, 2008 Series A and Taxable Revenue Bonds, 2008 Series B for savings.

Discussion

The Yuba Levee Financing Authority is undergoing a due diligence process for the issuance of 2016 Refunding Revenue Bonds to refinance the 2008 Series A revenue bonds and 2008 Services Taxable Revenue Bonds for savings. In order to complete this process, it is recommended the Authority engage in Municipal Security Issuance Services.

The services include financial advice regarding bond sizing, providing options for maximizing bond proceeds and minimizing bond issuance costs and interest rates, working cooperative with bond counsel and underwriter to facilitate a responsible and suitable bond issuance, assist the Authority in preparing presentation, reports and analysis for the public, rating agency and other agencies, representing the Authority at Board and staff meetings and assisting in evaluating all financial proposals and make recommendations that serve the best interest of the Authority.

Fiscal Impact

The cost for services will be a flat fee of \$75,000 contingent upon the successful closing of the 2016 Refunding Revenue Bonds. The Yuba Levee Financing Authority will authorize payment to Capitol Public Finance Group through 2016 Refunding Revenue Bonds proceeds.

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**AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
YUBA LEVEE FINANCING AUTHORITY
AND
CAPITOL PUBLIC FINANCE GROUP, LLC**

1. Parties and Date.

This Agreement ("Agreement") is made and entered into this **18th day of October, 2016**, by and between **YUBA LEVEE FINANCING AUTHORITY** (the "Authority") and **CAPITOL PUBLIC FINANCE GROUP, LLC** ("Consultant") (collectively referred to as the "Parties" and each individually as the "Party").

2. Recitals.

2.1 Consultant. Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of the Authority.

3. Terms.

3.1 Scope of Services, Qualifications and Term.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in the scope of work proposal and fee schedule set forth in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

(b) Fiduciary Duty. In accordance with the Municipal Securities Rulemaking Board Proposed Rule 42, Consultant has provided a Conflict of Interest Disclosure as set forth in **Exhibit "B"**. Consultant shall provide the Authority with periodic updates of Exhibit "B" on an as-needed basis, including written disclosures of actual or pending conflicts of interests, legal or disciplinary actions, and flat or contingent fee arrangements associated with the issuance of municipal securities or financial products.

3.2 Term. The term of this Agreement shall be from the date first written above and shall continue until June 30, 2017, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment.

3.3 Responsibilities of Consultant.

(a) Control and Payment of Consultants and its Subordinates. The Authority retains Consultant on an independent contractor basis and Consultant is not an employee of the Authority. Any additional personnel performing the Services under this Agreement on behalf of

Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of the Authority and any and all applicable regulatory State agencies, and shall be the property of the Authority.

(c) Work Authorization/Task Order. Consultant shall obtain from the Authority a written work authorization for the Project prior to commencing any work or performing any Services under this Agreement. Such written work authorization shall reiterate Consultant's duties outlined herein and provide written confirmation of the specific Services, or portion thereof, to be performed, any applicable schedule requirements for such Services, as well as the agreed upon compensation to be provided for such Services consistent with the not to exceed fee set forth this Agreement.

(d) Coordination of Services. Consultant agrees to work closely with the Authority staff in the performance of Services and shall be available to the Authority's staff, consultants and other staff at all reasonable times.

(e) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(f) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(g) Insurance. Consultant shall provide insurance in amount and type subject to the review and approval of the Authority. Consultant shall also provide Authority with the copies of its insurance policies prior to commencing work on the Project upon request.

(h) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed.

(i) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractors' activity. Should Consultant fail to adequately staff a project, the Authority may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement for the not-to-exceed fees set forth in Exhibit "A" attached hereto and incorporated herein by reference consistent with the applicable Work Authorization. Consultant shall not be entitled to any compensation under this Agreement except as confirmed in such written Work Authorization. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing in advance by the Authority.

(c) Payment of Compensation. Consultant shall submit to the Authority upon request an itemized statement which indicates work completed and hours of Services rendered by Consultant. The Authority shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, the Authority may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by the Authority to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from the Authority.

(e) Authority to Amend Agreement. As the authorized representative for the Authority for the purposes of binding the Authority to amendments to this Agreement, the Executive Director or his/her designee, may authorize and execute an amendment to this Agreement to add Services and/or increase the not-to-exceed fee by up to twenty-five percent if the Executive Director identifies an immediate need for such an amendment.

3.5 **Maintenance of Accounting Records**. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection

of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 General Provisions.

(a) Suspension of Services. The Authority may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the Authority shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon rescission of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without the Authority's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. The Authority may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the Authority, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, the Authority may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CAPITOL PUBLIC FINANCE GROUP

2436 Professional Drive, Suite 300

Roseville, CA 95661

Tel.: (916) 641-2734

Fax: (916) 921-2734

Attn: Jeffrey Small, Managing Partner

AUTHORITY:**YUBA LEVEE FINANCING AUTHORITY**915 8th Street, Suite 115

Marysville, CA 95901

Attn: Robert Bendorf, Executive Director

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Delivery of notice may also be made by overnight mail with proof of delivery; by facsimile with proof of transmission; or by email if receipt is acknowledged by the recipient of the email notice. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Reserved.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the Authority, except that Consultant shall have the right to retain copies of all such documents and data for its records. The Authority shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the Authority's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the Authority, or such other agency or entity as directed by Authority or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by the Authority. Should the Authority wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the Authority within forty-eight (48) hours of its request.

(f) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of the Authority's choosing), indemnify and hold the Authority, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall reimburse the Authority and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Authority, its directors, officials officers, employees, agents, or volunteers.

(g) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(h) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Yuba, State of California.

(i) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(j) The Authority's Right to Employ Other Consultants. The Authority reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(k) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of the Authority.

(l) Amendments. This Agreement may not be amended except by a writing signed by the Authority and Consultant.

(m) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(n) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(o) Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Authority, during the term of his or her service with the Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(p) Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

(q) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

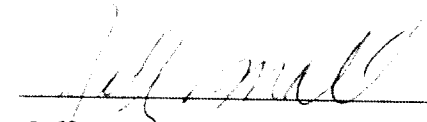
(r) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement. Copies of signatures shall have the same force and effect as original signatures.

(s) Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day, month and year first written above.

YUBA LEVEE FINANCING AUTHORITY CAPITOL PUBLIC FINANCE GROUP, LLC

By: _____
 Name: Robert Bendorf
 Title: Executive Director

By:  _____
 Name: Jeffrey Small
 Title: Managing Partner

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 

EXHIBIT "A"
Scope of Work and Fee Schedule

Capitol Public Finance Group will provide the following, on an as needed basis, as specified by and at the direction of the Authority, general financial planning and advisory services to the Authority which include but are not limited to the following:

Municipal Security Issuance Services

- Issuance of 2016 Refunding Revenue Bonds to refinance the Revenue Bonds, 2008 Series A and Taxable Revenue Bonds, 2008 Series B for savings.
- Provide financial advice regarding the bond sizing
- Provide the Authority with options for maximizing bond proceeds and minimizing bond issuance costs and interest rates
- Work cooperatively with bond counsel and underwriter to facilitate a responsible and suitable bond issuance
- Assist the Authority in preparing presentation, reports and analysis to be presented to the public, rating agency, and other agencies as needed
- Attend Board and staff meetings as requested
- Assist in evaluating all financial proposals and make recommendations that serve the best interest of the Authority

In consideration of Municipal Security Issuance Services provided, Yuba Levee Financing Authority will pay Capitol Public Finance Group a flat fee of \$75,000 contingent on the successful closing of the 2016 Refunding Revenue Bonds.

EXHIBIT "B"
MSRB Rule G-42 Supplement

Conflict of Interest Disclosure
Yuba Levee Financing Authority

As of September 30, 2016

As part of the fiduciary duty Municipal Advisors owe to their clients, Capitol PFG is providing this supplement to advise you of actual or potential conflicts of interest. Capitol PFG is identifying actual or potential conflicts of interest by marking the relevant conflict in the boxes below; providing a brief explanation of the nature, implications and potential consequences of each conflict; and providing an explanation of how Capitol PFG will manage or mitigate the conflict.

Municipal Security Issuance Services

- ☒ Potential conflict of interest arising from compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transaction as to which the municipal advisor is providing advice.

Explanation of Conflict. The fees to be paid by the Yuba Levee Financing Authority for Financial Transaction Services to Capitol PFG are contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Capitol PFG may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Yuba Levee Financing Authority. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Capitol PFG may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Capitol PFG manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Yuba Levee Financing Authority which require it to put the interests of the Yuba Levee Financing Authority ahead of its own.

Copies of Capitol PFG filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Capitol Public Finance Group, LLC or for our CIK number which is 0001614042. There have been no material changes to the legal or disciplinary events that Capitol PFG has disclosed to the SEC.

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services *DM*
Date: October 18, 2016
Re: MOU with LAFCo

Recommendation

The Board of Supervisors approves the attached MOU between the County of Yuba and Yuba County LAFCo for LAFCo to relocate to space in the Yuba County Government Center; and to authorize the Chair to execute same.

Background

Yuba County LAFCo has been leasing space in the Marysville City Hall. They wish to find other space, so we have found space that will work for them here in the Yuba County Government Center in space adjacent to Code Enforcement.

Discussion

We have identified this space is the CDSA area that will meet LAFCo's needs for work and file space, and we have mutually agreed on a rental rate for this space.

Committee Action

Due to the routine nature of this action, we have brought it directly to your Board for review and consideration.

Fiscal Impact

LAFCo has agreed to a monthly rent of \$134.75 which will go to the General Fund.

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Memorandum of Understanding

THIS Memorandum of Understanding (MOU), made on the ____ day of _____, 2016, by and between the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter referred to as "Lessor") and LOCAL AGENCY FORMATION COMMISSION (LAFCo), a Commission governed by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Sections 56000 et seq. of the California Government Code, as amended (hereinafter referred to as "Lessee").

Recitals:

1. DESCRIPTION OF PREMISES. Lessor does hereby agree to lease to Lessee, and Lessee does hereby rent and accept from Lessor, for the consideration and subject to all of the terms and conditions hereinafter set forth, the premises ("Premises") described as a private office, a file area, and surrounding common space with access to phone, copy machine, internet and fax totaling an estimated 245 square feet in the Yuba County Government Center facility at 915 8th Street in Marysville, CA. Said premises shall be ADA compliant.

2. TERM. The term of the Lease shall be for five (5) years commencing on the first day of _____ 2016 (Effective Date) and terminating on the 30th day of October, 2021. Lessee shall have the first right to negotiate to obtain a new lease for the premises upon expiration of the term. The terms of any new lease and the rent to be paid thereunder, are subject to negotiation between the Lessor and Lessee.

3. RENT.

A. Base Rent. Monthly lease base rent during the term of this Lease Agreement shall be for the sum of ONE HUNDRED THIRTY FOUR AND 75/100 DOLLARS (\$134.75).

B. Rent Adjustments. Effective July 1st of each subsequent year, a new annual rent shall be determined based upon the following adjustment:

(1) For the purpose of this adjustment, the basic index to be used for adjusting the rent shall be the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers U.S. City Average published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), for the month of or nearest April 1st of each year.

(2) Effective each July 1st, the annual rent shall be increased by the then current basic index (CPI) as defined by the BLS.

(3) In the event that the basic index (CPI) decreases to a point of reflecting a negative figure for that year, the rental rate shall not change.

(4) If the foregoing index is no longer available, then a comparable economic indicator shall be used to determine the annual rent adjustment.

4. USE OF PREMISES. Lessee shall use the Premises for the conduct of LAFCo Business.

5. MAINTENANCE OF PREMISES. Lessor shall provide basic custodial services at the same level as provided to the rest of the building at the time of service. Special cleaning requests shall be billed based upon the published Custodial hourly rate in the County's Fee Schedule.

6. INDEMNITY: Both parties shall indemnify and defend each other and its respective officers, agents, and employees against and hold them harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred, whether for damage to or loss of property, or injury to or death of person, including properties of the other and injury to or death of a parties' officers, agents, and employees, which shall in any way arise out of or be connected with either parties operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of the other party.

7. UTILITIES: Utilities shall be included in the rent.

8. TERMINATION: Either party may initiate a termination of this lease, without cause, by providing the other party with a ninety (90) day written notification.

9. DEFAULT: In the event Lessee is in default in the payment on any amount due under the terms of this Lease or defaults in the performance of any of the covenants or conditions on Lessee's part to be performed, then Lessor, at its option, may terminate this Lease and re-enter upon the premises. Lessor shall have the right to retain all rents and any other sums owing and unpaid to the date of termination hereunder.

10. BANKRUPTCY: In the event of bankruptcy, either voluntary or involuntary, or any assignment for the benefit of creditors made by Lessee, Lessee's interest hereunder shall automatically terminate.

11. FIRE DAMAGE: It is mutually understood and agreed between the parties hereto that in the event any portion of the demised premises is destroyed by fire and the same cannot be repaired within ninety (90) days, then Lessee may elect to terminate this Lease. In the event such restoration can be made within ninety (90) days, Lessor agrees to restore said premises provided further that during the period of non-occupancy by Lessee, the rent for said premises shall be waived during the period of non-occupancy and non-use.

19. NOTICES: Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first-class mail. Such matters shall be addressed to the other party at the following address:

To County At:

Purchasing Agent
Yuba County Administrative Services
915 8th St; Suite 119
Marysville, CA 95901

To Lessee At:

Executive Officer
Local Agency Formation Commission
1220 F Street
Marysville, CA 95901

With a copy to:

County Counsel
Yuba County
Suite 111
119 8th Street
Marysville, CA 95901

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

COUNTY OF YUBA

LOCAL AGENCY FORMATION
COMMISSION

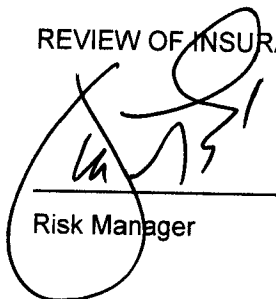
By _____
Chair

By _____
Executive Officer

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

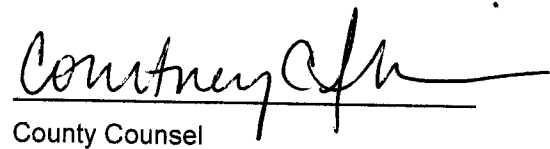
By _____

REVIEW OF INSURANCE:



Risk Manager

APPROVED AS TO FORM:



County Counsel

The County of Yuba

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

SEPTEMBER 27, 2016 WORKSHOP

MINUTES



Call to order 8:00 a.m. with Supervisors Andy Vasquez, John Nicoletti, and Roger Abe, Randy Fletcher present. Supervisor Mary Jane Griego was absent.

8:00 A.M. YUBA COUNTY BOARD OF SUPERVISORS AND WATER AGENCY WORKSHOP - Receive information regarding potential refinancing of levee bonds.

I. ROLL CALL – Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher and Directors Belza and Hastey – Supervisor Griego absent

Director Belza joined the meeting at 8:04 a.m.

County Administrator Robert Bendorf briefly recapped refunding of revenue bonds for levee improvements to reduce obligation of annual debt service not funded by impact fees.

Financial Advisor Jeffrey Small, Capitol PFG, provided a PowerPoint presentation recapping the following regarding levee bonds and refinancing:

- \$78.37 million in revenue bonds issued in 2008
- \$166 million approximate repayment
- Levee Bond Structure and sharing 50/50 annual shortfall between County and Agency
- Refinance Opportunity - Credit Rating and Lower Rate
- 10 year call protection
- Sources and Uses of Funds
- Series 2016A and 2016B Funds
- Use of Reserve Funds
- Refinance Savings
- Next Steps
- Meetings of County, Agency, and Financing Authority
- Sale of refunding bonds
- Closing of refunding bonds

Mr. Small and Mr. Bendorf responded to Board inquiries and introduced team members Mr. Rob Larkins, Mr. Randy James, and Mr. Mark Northrop.

II. ADJOURN: 8:29 a.m.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

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

SEPTEMBER 27, 2016 – MINUTES



Call to order .m. Supervisors Andy Vasquez, John Nicoletti, and Roger Abe, Randy Fletcher present. Supervisor Mary Jane Griego was absent.

9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Call to order 9:30 a.m.

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

MOTION: Move to approve Consent Agenda

MOVED: Randy Fletcher SECOND: Andrew Vasquez

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

A. Administrative Services

1. (415-0916) Approve Amendment No. 1 to Yuba County Airport agreement with Mead and Hunt, Inc. for additional engineering services extending term to March 31, 2017 increasing contract value \$15,325 and authorize Chair to execute. Approved.
2. (416-0916) Approve Amendment No. 2 to agreement with Botanica Landscapes for County landscaping services and authorize Chair to execute. Approved.

B. Auditor-Controller

1. (417-0916) Adopt resolution adopting Yuba County Budget for Fiscal Year 2016-2017. Adopted Resolution No. 2016-97, which is on file in Yuba County Resolution Book No. 47.

C. Clerk of the Board of Supervisors

1. (418-0916) Approve meeting minutes of September 13, 2016. Approved.
2. (419-0916) Reappoint Kathy Woods to Child Care Planning Council as Child Care Provider representative for term to end June 30, 2019. Approved.

D. Community Development and Services

1. (420-0916) Approve three year agreement with Botanica Landscapes from October 1, 2016 to September 30, 2019 for landscape maintenance in the Linda Community and authorize Chair to execute. Approved.

2. (421-0916) Approve three year agreement with Botanica Landscape from October 1, 2016 to September 30, 2019 for landscape maintenance in Plumas Lake/Olivehurst communities and authorize Chair to execute. Approved.
3. (422-0916) Adopt resolution approving grant No. D16-13-502 from State Water Resources Control Board in the amount of \$370,000 for roadside fuel reduction and authorize Public Works Director to execute all necessary documents upon review and approval of County Counsel. Adopted Resolution No. 2016-98, which is on file in Yuba County Resolution Book No. 47.

E. Health and Human Services

1. (424-0916) Approve Children's Medical Services Plan and Fiscal Guidelines for fiscal year 2016-2017 and authorize Chair to execute certification statements. Approved.

F. Human Resources

1. (425-0916) Adopt resolution amending Positional Allocation Schedule in its entirety as it relates to Fiscal Year 2016-2017 Budget. Adopted Resolution No. 2016-99, which is on file in Yuba County Resolution Book No. 47.

IV. PUBLIC COMMUNICATIONS:

Mr. Chad Watson - Financial analysis of County
 Ms. Freda Calvert - Second dwellings for seniors
 Ms. Roberta D'Arcy - Dannebroke Mine event Saturday, 9/27 3-6 p.m.
 Mr. Rana Bilal and Mohammad Awan - Poor condition of Montclair Avenue

V. COUNTY DEPARTMENTS

A. Auditor-Controller

1. (426-0916) Adopt resolution approving agreement with Kronos Incorporated for purchase, implementation, support and maintenance of workforce ready payroll and timekeeping software and authorize purchasing agent to execute upon review and approval of County Counsel. Auditor Rich Eberle recapped the system needed for payroll and timekeeping and responded to Board inquiries.

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

B. Community Development and Services

1. (427-0916) Adopt resolution transitioning Community Services Commission to a 501(c)3 non-profit organization. Director Kevin Mallen and Executive Director Brynda Stranix recapped process for conversion and responded to inquiries.

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

Adopted Resolution No. 2016-101, which is on file in Yuba County Resolution Book No. 47.

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

- A. (407-0916) Ordinance - Hold public hearing, waive reading and adopt ordinance amending Section 9.15.041 of Yuba County Ordinance Code to establish speed limit of 30 miles per hour on Country Club Road from Feather River Boulevard westerly to end of Country Club Road. (Land Use and Public Works Committee recommends approval). (Roll Call Vote) (Second reading) (Ten minute estimate) Chairman Abe opened the public hearing. No one came forward.

MOTION: Move to close public hearing and adopt ordinance

MOVED: Andrew Vasquez SECOND: Randy Fletcher

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

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

Adopted Ordinance No. 1559, which is on file in Yuba County Ordinance Book No. 25.

VII. ADMINISTRATIVE APPEAL HEARING

1. (428-0916) 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 \$191,581.88 and the recording of a lien regarding 16010 Vierra Road, Rackerby, APN 056-060-030, Mary Netherton, (Roll call vote) (Thirty minute estimate) Pulled from consideration.

VIII. CLOSED SESSION: The Board retired into closed session at 10:01 a.m. and returned at 12:48 p.m.

- A. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations DSA/County of Yuba No report.
- B. 10:30 A.M. Personnel pursuant to Government Code §54957(b)(1) - Public Appointment/Public Guardian Interviews Concluded Interviews.
- C. Personnel pursuant to Government Code §54957(b)(1) - Public Appointment/Interim Environmental Health Director No report.
- D. Pending litigation pursuant to Government Code §54957.9(d)(1) - Fellowship of Friends vs County of Yuba By 3/1 vote with Supervisor Nicoletti opposing, the Board gave authorization and direction.
- E. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Public Health Officer The Board retired into closed session at 1:15 p.m. and returned at 2:02 p.m. on this matter. There was no report.

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

- A. (429-0916) Three notices from California Fish and Game Commission relating to regulations published in the California Regulatory Notice Register. Received.
- B. (430-0916) Notice of vacancy on Reclamation District No. 2103 Board of Trustees. Received.

X. 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:

- Memorandum of Understanding regarding Enterprise Rancheria
- Fire dangers in homeless camps

Supervisor Fletcher: Meetings attended

- 9/14 Fire Safety Council
- 9/19 ACWA regional meeting and Yuba Sutter Transit Meeting
- 9/20 Gallagher breakfast
- Memorial Adjournment Mr. Billie Kauk

Supervisor Abe:

- 9/14 Bear River Watershed meeting
- 9/19 Water Agency meetings
- 9/22 FERC update with member units; Feather River Regional Meeting
- 9/23 Employee Recognition Picnic

County Administrator Robert Bendorf: Memorial Adjournment - Mr. Tom Clark

XI. ADJOURN: 2:02 p.m. in memory of Mr. Tom Clark and Mr. Billie Kauk.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

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

OCTOBER 4, 2016 – MINUTES



Call to order 6:03 p.m. with Supervisors Andy Vasquez, Mary Jane Griego, Roger Abe, and Randy Fletcher present. Supervisor John Nicoletti was absent.

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Abe

II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher – Supervisor Nicoletti absent.

MOTION: At the request of Counsel, move to add pending litigation, Hedrick vs. Grant, to closed session as the need to take action arose subsequent to the agenda being posted.

MOVED: Mary Jane Griego SECOND: Randy Fletcher

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

NOES: None ABSENT: John Nicoletti ABSTAIN: None

III. CLOSED SESSION: The Board retired into closed session at 6:05 p.m.

Supervisor Vasquez joined the meeting at 6:07 p.m.

The Board returned from closed session at 6:27 p.m.

A. Pending litigation pursuant to Government Code 54956.9(d)(1) - Hedrick vs. Grant By unanimous vote the Board refereed the matter to outside counsel Porter Scott or additional counsel if needed at a future date would be announced.

IV. 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: Randy Fletcher

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

NOES: None ABSENT: John Nicoletti ABSTAIN: None

A. Clerk of the Board

1. (441-1016) Approve meeting minutes of September 20, 2016. Approved

B. Community Development and Services

1. (434-1016) Award contract to WSP/Parsons Brinkerhoff for professional engineering services for Los Verjeles Road over Honcut Creek Bridge Replacement Project and authorize Chair to execute upon review and approval of County Counsel. Approved.

2. (435-1016) Award contract to R & R Horn, Inc. apparent low bidder, for North Beale Road Complete Streets Phase I and authorize Chair to execute agreement upon review and approval of County Counsel and Caltrans. Continued to October 18, 2016.

V. SPECIAL PRESENTATION

- A. (437-1016) Present proclamation declaring October 2016 Domestic Violence Awareness Month. (Five minute estimate) (No background material) Chairman Abe read and presented proclamation to Program Director Marina Cavanagh.

VI. PUBLIC COMMUNICATIONS:

Victim Services Program Manager Jason Roper - office relocated to 209 6th Street, Marysville
 Ms. Ashlee Hoffman - In-Home Support Services (IHSS) union representative
 Ms. Yolanda Tolner – IHSS services

VII. COUNTY DEPARTMENTS

A. Administrative Services

1. (438-1016) Adopt resolution approving actions necessary for creation of new Tri-County Juvenile Rehabilitation Facility in Marysville funded in part by SB81 Round 1 and Round 2 funding. (Ten minute estimate) Director Doug McCoy recapped the requirement for proof of funds for county share of project and responded to inquiries.

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

Adopted Resolution No. 2016-102, which is on file in Yuba County Resolution Book No. 47.

2. (439-1016) Adopt resolution authorizing lease and maintenance agreement with Advanced Document Concepts for county-wide multifunction devices and authorize purchasing agent to execute all documents upon review and approval of County Counsel. (Ten minute estimate)

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

Adopted Resolution No. 2016-103, which is on file in Yuba County Resolution Book No. 47.

B. Board of Supervisors

1. (440-1016) Nominate CSAC Board of Director member and alternate for one-year term commencing November 29, 2016. (Five minute estimate)

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

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

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 Fletcher: RCRC Conference September 28-29

Supervisor Vasquez: RCRC Conference September 28-29

Supervisor Abe:

- o RCRC Conference September 28-29
- o Memorial Adjournment - Mr. Clyde Jensen

County Counsel Angil Morris Jones: October 28 Naturalization Program 9:30 a.m. at Yuba City Veterans Center

CLOSED SESSION: The Board retired into closed session at 6:51 p.m. and returned at 6:58 p.m.

- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: 40 acres BLM land Negotiating Parties: County of Yuba/McCoy Negotiation: Terms of Payment By unanimous vote, Board gave authorization to negotiator.

IX. ADJOURN: 6:59 p.m. in memory of Mr. Clyde Jensen.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

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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



435-1016
(435-1016) Award... - 1 of 4

749-5430 • Fax 749-5434

CODE ENFORCEMENT
749-5455 • Fax 749-5484

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

October 4, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

A handwritten signature in black ink, appearing to read "Michael G. Lee", is written over the name in the "FROM:" line.

SUBJECT: Award Contract to Apparent Low Bidder for Contract No. 2016-2241 North Beale Road Complete Streets Phase 1 Project

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve award of the contract for the above mentioned project to the apparent low bidder, and to authorize its chair to execute the contract pending contract approval by County Counsel and Caltrans.

BACKGROUND:

The project will in general consist of constructing bicycle lanes, curb, gutter, sidewalks, driveway improvements, drainage facilities, street lights, transit enhancements, median landscaping, and other streetscape features. The project will be funded partially through the federal program State Transportation Improvement Plan (STIP) and the Federal Transit Administration's (FTA) New Freedom Program. The remaining portion will be funded by the Yuba County Water Agency, Linda Lighting District, and Trust 188.

On Monday, September 26, 2016 bids were opened for the subject project. The lowest three bids received are shown on the attached sheet.

DISCUSSION:

The work in general will consist of creating a safer more usable roadway for pedestrians, bicyclists and motor vehicles. The engineer's estimate for the project is approximately \$4,412,500. The project is anticipated 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 from various sources as identified below:

- \$1,765,000 from the State Transportation Improvement Plan (STIP).
- \$286,000 from the Federal Transit Administration's (FTA) New Freedom Program.
- \$1,065,000 potential funding for drainage improvements from YCWA as one of the flood management projects for FY 16/17. YCWA staff is still in the process of making funding recommendations to the YCWA Board, so this funding is not yet secured. The amount of funding YCWA will consider for this project is contingent on revenues for the coming year, which are currently unknown. If YCWA funding becomes available for this project, it would be in the latter half of the fiscal year.
- \$275,000 from the Linda Lighting District to improve street lighting.
- The remaining funds (estimated \$1,021,500) and any contingencies will be paid from Trust 188, the Countywide Traffic Impact fees. If YCWA funding is not approved, those monies will also need to come from Trust 188.

The project consists of new median landscaping that will require funding for ongoing maintenance. The annual maintenance cost for this new median landscaping is currently estimated at \$10,000.

The three apparent lowest bids for Contract No. 2016-2241 North Beale Road Complete Street Phase 1 Project were as follows:

- | | |
|---------------------------|----------------|
| 1. R&R Horn Inc. | \$5,063,999.00 |
| 2. Lamon Construction Co. | \$5,298,881.50 |
| 3. McGuire & Hester | \$5,864,178.00 |

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The County of Yuba

Community Development & Services Agency


Kevin Mallen, Director
Phone – (530) 749-5436 • Fax – (530) 749-5434
915 8th Street, Suite 125
Marysville, California 95901
www.co.yuba.ca.us



444-1016
BUILDING
749-5440 • Fax 749-5616
(444-1016) Award... - 1 of 30
ENVIRONMENTAL HEALTH • CUPA
749-5450 • Fax 749-5454
HOUSING & COMMUNITY SERVICES
749-5460 • Fax 749-5464
PLANNING
749-5470 • Fax 749-5434
PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

October 18, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS 

SUBJECT: AUTHORIZATION TO AWARD AND EXECUTE AGREEMENT WITH THE HANNA GROUP TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE SCALES ROAD OVER SLATE CREEK BRIDGE REPLACEMENT PROJECT

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve, and authorize its chairman to execute, pending County Counsel approval, the agreement with The Hanna Group (THG) to provide professional construction management services for the Scales Road Over Slate Creek Bridge Replacement Project.

BACKGROUND:

This project will entail placing a new bridge and bridge approaches on Scales Road crossing Slate Creek. The project is fully funded through the HBP program utilizing state Toll Credits for the local match. Funds for construction work were recently authorized and a request for proposals for professional construction management services was circulated. County staff reviewed the proposals submitted and ranked them resulting in a decision to recommend award of the work to The Hanna Group in the amount of \$80,040. Construction of the bridge is ongoing and is anticipated to be complete the summer of 2017.

DISCUSSION:

The purpose of this project is to replace a structurally deficient and functionally obsolete bridge. The bridge will provide the only access for larger vehicles to the area for recreation, timber harvesting, and fire suppression.

COMMITTEE ACTION:

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

FISCAL IMPACT:

Construction management services will not exceed \$80,040 without a formal written amendment. The construction of this project will be funded with Federal Highway Bridge Program (HBP) funds at 100% utilizing Toll Credit for the local match.

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for professional surveying services for the **Bridge Replacement and Realignment of Scales Road Over Slate Creek** Project ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

THE HANNA GROUP
"CONSULTANT"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: October 18, 2016

Termination Date: October 18, 2019

The term of this Agreement shall become effective on October 18, 2016, and shall continue in force and effect for a period of three (3) years, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONSULTANT AND COUNTY approval.

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

3. PAYMENT.

COUNTY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

The County's Public Works Director is the representative of the COUNTY and will administer this Agreement for the COUNTY. Mehrdad Varzandeh is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A – Scope of Work
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions

9. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards..

Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR Part 200 et seq. and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

All subcontracts in excess of \$25,000 shall contain the above provisions.

10. TERMINATION. COUNTY and CONSULTANT shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

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IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2016.

"COUNTY"
COUNTY OF YUBA

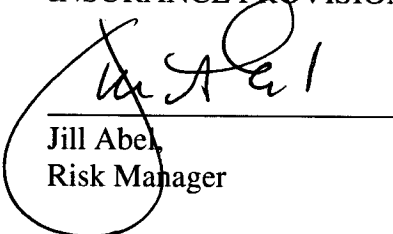
"CONSULTANT"

Roger Abe,
Board Chair



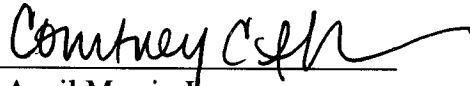
Mehrdad Varzandeh, Project Manager
THE HANNA GROUP

INSURANCE PROVISIONS APPROVED



Jill Abel,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil Morris-Jones,
County Counsel

COUNTY OF YUBA
THE HANNA GROUP – Bridge Replacement and Realignment of Scales Road over Slate Creek

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties included on the attached exhibit labeled as Exhibit A- Scope of Services and Cost.

A.2. TIME SERVICES RENDERED. The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONSULTANT.

A.3. MANNER SERVICES ARE TO BE PERFORMED. As an independent Contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY. CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY OF YUBA
THE HANNA GROUP – Bridge Replacement and Realignment of Scales Road over Slate Creek

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed EIGHTY EIGHT THOUSAND FORTY DOLLARS (\$88,040); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed EIGHTY EIGHT THOUSAND FORTY DOLLARS (\$88,040) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS. COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONSULTANT by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

COUNTY OF YUBA
THE HANNA GROUP – Bridge Replacement and Realignment of Scales Road over Slate Creek

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONSULTANT and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONSULTANT at contracted rates.

C.2 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RETENTION OF RECORDS/AUDITS
For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and the COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, the COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

C.5 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action

within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONSULTANT.

C.6 CONFIDENTIALITY. CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.7 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

C.8 AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the COUNTY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by the COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

C.9 EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by the COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. CONSULTANT agrees to use, manage, and dispose of equipment purchased as a result of this contract in compliance with 2 CFR 200.313.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

C.10 STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

C.11 REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

C.12 DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

C.13 PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

C.14 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 14%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national

origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.

- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of

Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants” is submitted to the Contract Administrator.

- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to the COUNTY’s Contract Administrator within 30 days.

C.15 CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

C.16 DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the COUNTY’s Contract Administrator and Director of Public Works, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

C.17 INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

C.18 SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY

representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

C.19 CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by the COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with the COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that the COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with the COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

C.20 CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than the COUNTY.

C.21 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

C.22 EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by the COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

C.23 RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from the COUNTY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by the COUNTY.

D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by the COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

D.1.7 As an independent Contractor, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME. CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONSULTANT shall defend, indemnify, and hold harmless 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 that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, which may arise from the intentional or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, contractors, or sub-contractors.

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

D.6 ASSIGNMENT PROHIBITED. CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

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

D.11.1 CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters,

words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

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

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

D.12 STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and California Code of Regulations Title 2, § 11102.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal

Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the COUNTY; and no further agreement will be necessary to transfer ownership to the COUNTY. CONSULTANT shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by the COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. The COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-

free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.

- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by the COUNTY's Contract Administrator.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with the COUNTY that may have an impact upon the outcome of this contract, or any ensuing the COUNTY construction project. CONSULTANT shall also list current clients who may have

a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Public Works
County of Yuba
Attn: Director
915 8th Street, Suite 125
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

THE HANNA GROUP
Attn: Mehrdad Varzandeh
Address: 3101 Zinfandel Drive, Suite 320
Ranch Cordova, CA 95670

COUNTY OF YUBA
THE HANNA GROUP – Bridge Replacement and Realignment of Scales Road over Slate Creek

ATTACHMENT E

INSURANCE PROVISIONS

E.1 MINIMUM SCOPE OF INSURANCE. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

E.1.1 Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

E.1.2 Minimum Limits of Insurance. CONSULTANT shall maintain limits no less than:

- | | | |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | \$1,000,000 | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |
| 4. Employer's Liability: | \$1,000,000 | Each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |
| 5. Errors & Omissions Liability: | \$1,000,000 | Per occurrence. |

E.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E.1.4 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (a) The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONSULTANT's insurance policy, or as a separate owner's policy.
- (b) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- (c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

E.2 Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONSULTANT, its employees, agents and subcontractors.

E.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A: VII unless otherwise acceptable to the COUNTY.

E.4. Verification of Coverage. CONSULTANT shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements

should be forms provided by the COUNTY or on other than the COUNTY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

E.6 Sub-contractors. CONSULTANT shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.



Bridge Replacement and Realignment of Scales Road over Slate Creek Construction Phase Services

Scope of Services

EXHIBIT A

The Hanna Group will be providing a Structure Representative to support County staff on an "on-call" basis. The Hanna Group shall provide construction phase services including but not limited to providing technical support, evaluations, inspections and recommendations during the construction of the bridge.

Services shall be provided on a time and materials basis and at the request of the County in a mutually agreeable timeframe. These services may include, but not be limited to the following:

1. Review of Contract Change Orders
 2. Review of Contractor Submittals
 3. Review of Shop Plans and Drawings as requested including but not limited to any required shoring, column guying, joint seal or bridge rail submittals
 4. Review, and provide comment, of submitted Falsework Plans and Calculations
 5. Review of Prestress Drawings and Calculations
 6. Provide on-site technical support during Prestressing Cast in Place Concrete
 7. Provide on-site technical support during foundation construction and critical concrete pours during superstructure construction
- 1. Review of Contract Change Orders:** Based on the County's needs/desires, the Hanna Group will evaluate all proposed change orders to determine entitlement, merit, and project impact. THG will provide cost estimates and schedule impacts, and a rationale for approval or denial THG can assist in negotiating change orders with contractor and prepare change order documentation for approval and signature by the County. Our team has a vast knowledge of initiating, reviewing, estimating, and writing complicated contract change orders, including Cost Reduction Incentive Proposals. Duties may include:
- *Prepare change orders related to construction issues based on drawings, specifications, and other design information from design engineer and County Project Manager.*
 - *Prepare recommendations to accompany change order documents and forward to County Project Manager for review and approval.*
 - *Perform change order administration, including obtaining County approval of change order requests, issuing proposed change orders to Contractor, maintaining logs of proposed change orders, receiving change order quotations from Contractor, negotiating change order costs and time extension, processing final negotiated change orders, and incorporating approved change orders into progress payment breakdown.*
 - *Perform quantity and cost analysis as required for negotiation of change orders.*
 - *Analyze additional compensation claims that are submitted during the construction period and prepare responses.*



2. **Review of Contractor Submittals:** Our goal in submittal management is to achieve timely responses from all associated parties. If the contractor requires interpretations of the meaning and intent of the drawings or the specifications, we will assist with the resolution of questions. Our approach to properly managing the submittal process (including shop drawings) is to start early and stay ahead of the contractor. We will request that the Contractor provide a list of required submittals for our review, and will check these against our own expected submittal list developed in our constructability analysis. We will also require submittals, and the appropriate review times, be shown on the Contractor's Baseline Schedule and Schedule Updates. Working with the County, our CM team will develop a distribution list to identify responsible parties for review and acceptance of submittals. In order to ensure that all submittals are tracked at every stage of the process, we will use a submittal log in our electronic document control system and will review the status of all submittals during the weekly progress meeting. We will monitor the log to verify that submittal responses are submitted in a timely manner.

3. **Review of Shop Plans and Drawings as requested including but not limited to any required shoring, column guying, joint seal or bridge rail submittals:**

Based on the County's needs/desires, THG will provide independent calculations for all temporary works submittals including but not limited to shoring, column guying, Falsework, etc. All Engineered temporary works shall be designed and constructed in compliance with the contract specifications, and shall be signed and stamped by a California registered engineer. Our CM staff has the ability to internally check the temporary work submittals by the Contractor and streamline the review/approval process. Our staff will perform all the review and approval of the temporary works with strict adherence to the appropriate CT Manual. Safety and structure stability is the primary objective when reviewing and working with Temporary works.

The review of the working drawings for the permanent features of the project (Joint seal, Bridge Rail Submittals, etc), is shared by the Designer and the Structure Representative. For the joint seal work, THG can assist the County in:

- a) Determining the proper groove width or installation dimensions for the seals and completing the Joint Movements Calculations form.
- b) Work with the design project engineer in verification and approval of joint seal shop plans.

4. **Review, and provide comment, of submitted Falsework Plans and Calculations:** see Item #3 above
5. **Review of Prestress Drawings and Calculations:** THG's procedure for review and approval of working drawings for prestressed concrete is a coordinated effort between Design and Construction personnel. Primary responsibility for approval of the working drawings rests with the Designer. The responsibility for checking working drawings is shared by the Designer and the Structure Representative. Working drawings shall not be returned to the Contractor until the Designer has discussed and resolved the details with the Structure Representative. The comments returned to the Contractor must be acceptable to both the Designer and the Structure Representative. Memo to Designers 11-1 "Review of Working Drawings, Prestressed Concrete" covers the procedures required for review and approval of working drawings, including responsibilities of Structure Representatives on construction projects. This memo can be found at the following link:

<http://www.dot.ca.gov/hq/esc/techpubs/manual/bridgemanuals/bridge-memo-to-designer/bmd.htm-sec11>



Specifically, THG can assist with review of:

- Blockout dimensions
- Girder flares
- Abutment and hinge diaphragm thickness
- Bearing pad slope

6. Provide on-site technical support during Prestressing Cast in Place Concrete: THG Structure Representative will provide on-site inspection and technical support of Contractor's construction work during Prestressing Cast in Place Concrete. We will monitor the Contractor's performance from the perspective of quality, cost, and schedule, and shall enforce the requirements of applicable Specifications. Inspection Reports and diaries of Contractor's construction activities will be completed and be available to the County on the next day. THG will document special situations by photograph or video as well as documenting any defective work until it is repaired to the County's satisfaction and quality of work is in accordance with the contract documents.

7. Provide on-site technical support during foundation construction and critical concrete pours during superstructure construction: THG Structure Representative will provide on-site inspection and technical support of Contractor's construction work during foundation construction and critical concrete pours during superstructure construction. We will monitor the Contractor's performance from the perspective of quality, cost, and schedule, and shall enforce the requirements of applicable Specifications. Inspection Reports and diaries of Contractor's construction activities will be completed and be available to the County on the next day. THG will document special situations by photograph or video as well as documenting any defective work until it is repaired to the County's satisfaction and quality of work is in accordance with the contract documents. Inspection Diaries for on-site Inspection services will be written with the intent to create a satisfactory record of the activities at the project site in accordance with standard inspection practice. As a minimum they will include:

- Contractor's activities, contractor employees on site and hours worked by each
- Equipment on site and hours of use
- Weather conditions
- Discussions with the Contractor
- Problems and issues dealt with,
- Approved changes, and any other information necessary

The Construction Phase Services will be performed in accordance with Caltrans Construction Manuals as follows:

- Caltrans Bridge Construction Records and Procedures
- Caltrans Bridge Memo to Designers
- Caltrans Bridge Details
- Caltrans Bridge Design Aids
- Caltrans Bridge Design Practice
- Caltrans Falsework Manual
- Caltrans Trenching and Shoring Manual
- Caltrans Construction Manual
- Caltrans Foundation Manual
- Caltrans Prestress Manual
- Caltrans Bridge Deck Construction Manual

Construction Phase Services shall include appropriate written recommendations and/or project documentation.

EXHIBIT B

Construction Management Services for

The Hanna Group

BRIDGE REPLACEMENT AND REALIGNMENT OF SCALES ROAD OVER SLATE CREEK

TASK	PM	STRUCT REP	Hours/ Task Subtotals
	\$ 220	\$ 155	
Task 1.01			
Review of Contract Change Orders		40	40
Subtotal	\$0.00	\$6,200.00	\$6,200.00
Task 1.02			
Review of Contractor Submittals (FW/SHORING/GUYING)	0	200	200
Subtotal	\$0.00	\$31,000.00	\$31,000.00
Task 1.03			
Review of Prestress Drawings and Calculations		8	8
Subtotal	\$0.00	\$1,240.00	\$1,240.00
Task 1.04			
Provide on-site technical support (Foundation Work)*		100	100
Subtotal	\$0.00	\$15,500.00	\$15,500.00
Task 1.05			
Provide on-site technical support (Superstructure)*	0	140	140
Subtotal	\$0.00	\$21,700.00	\$21,700.00
Task 1.07			
Meeting (s)-*	0	80	80
Subtotal	\$0.00	\$12,400.00	\$12,400.00
Total Hours	0	568	568
Total Labor Costs	\$0.00	\$88,040.00	\$88,040.00
Total Other Direct Costs (ODC)			\$0.00
GRAND TOTAL			\$88,040.00

Notes

1) * Minimum 4 hours will be charged for site visits

2) All travel reimbursement rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination (<http://www.dir.ca.gov/OPRL/PWD/Travel/Northern/NC-063-3-9-Tra.PDF>)

The County of Yuba



(445-1016) Appro... - 1 of 30

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
Homer Rice, MPH, PhD
Health & Human Services Department

DATE: October 18, 2016

SUBJECT: Board of Supervisors Approval and Authorization to Amend the Term of the Contract with Health Management Associates

RECOMMENDATION: It is recommended that the Board of Supervisors amend the term of the contract period with Health Management Associates from August 1, 2016 through July 31, 2017 to reflect the period of October 1, 2016 through September 30, 2017, and further authorize the Chair to amend the agreement upon review of County Counsel approval.

BACKGROUND: On April 26, 2016, the Board approved the Request for Proposals submitted by the Health & Human Services Department, Public Health Division, to solicit proposals from qualified professionals to conduct a baseline county-wide community based health assessment and thereafter to develop a community health improvement plan. On July 12, 2016, the Board approved the award of the contract to complete the assessment and improvement plan to Health Management Associates for the period of August 1, 2016 through July 31, 2017 and authorized the Chair to execute the agreement upon review approval of Counsel.

DISCUSSION: Due to unforeseen delays in the contracting process, it is necessary to amend the term dates of the agreement to October 1, 2016, through September 30, 2016, to allow the contractor ample time to complete the activities set forth in the scope of work.

COMMITTEE: The Human Services Committee was by-passed as the award of the contract with Health Management Associates was originally approved by the Board on July 12, 2016.

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

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department, Public Health Division, and Health Management Associates ("CONTRACTOR").

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: October 1, 2016

Termination Date: September 30, 2017

The term of this Agreement shall become effective on October 1, 2016, and shall continue in force and effect for a period of one (1) year, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of this Agreement may be automatically extended from the termination date for ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow COUNTY time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

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

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

The Director of the Yuba County Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Kelly Johnson is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

- Attachment A – Services
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Confidentiality Provisions and Statements

Attachment G – Cost Justification Worksheet
Attachment H – Invoice Format

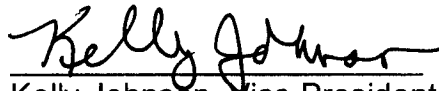
9. TERMINATION. COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2016.

"COUNTY"
COUNTY OF YUBA

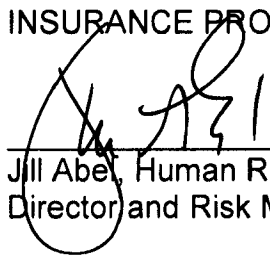
_____, Chair
Board of Supervisors

"CONTRACTOR"
Health Management Associates

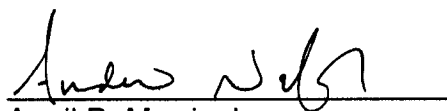

Kelly Johnson, Vice President
Tax I.D. No. 38-2599727

Authorized pursuant to
Minute Order No. 288-0716

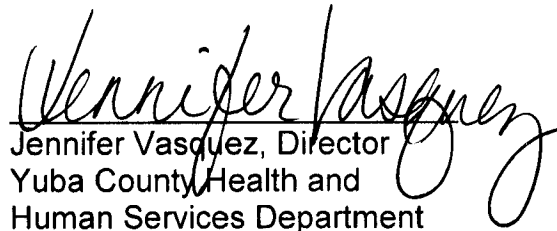
INSURANCE PROVISIONS APPROVED


Jill Abet, Human Resources
Director and Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


Angil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:


Jennifer Vasquez, Director
Yuba County Health and
Human Services Department

ATTACHMENT A SERVICES

A.1 CONTRACTOR'S SCOPE OF SERVICES AND DUTIES.

The general services to be provided by CONTRACTOR include planning and executing the Community Health Assessment (CHA) - Community Health Improvement Plan (CHIP) in conjunction with the COUNTY staff. CONTRACTOR will:

- A.1.1** Provide COUNTY with and adhere to detailed timelines of the CHA-CHIP process.
- A.1.2** Follow Mobilizing for Action through Planning and Partnerships (MAPP) general guidelines available at <http://www.naccho.org/> or similar community engagement guidelines.
- A.1.3** Ensure the project meets the requirements for the Public Health Accreditation Board (PHAB) using the criteria matrix for all applicable PHAB domains (primarily, 1 and 5) standards and measures.

A.2 COMMUNITY OUTREACH. CONTRACTOR will:

- A.2.1** Plan and participate in stakeholder/community meetings which will be used to inform, educate and engage the communities. Outreach activities will include, but are not limited the following.
 - Develop materials in conjunction with County staff;
 - Recruit participants to attend meetings and work with the county's significant Spanish and Hmong-speaking populations. Methods for recruiting include social media, posting flyers in key locations in English, Spanish and Hmong;
 - Provide language interpretation at meetings as well as translation of survey and other materials in the engagement process.
 - Host meetings at various times and in locations geographically convenient for participants to attend;
 - Use incentives to recruit participants for the community meetings;
 - Use innovative data presentation techniques to encourage maximum participation;
 - Conduct surveys using pre-identified health or environmental concerns; and
 - Facilitate focus groups and committees for visioning sessions, assessments, strategic issues, goals and strategies.
- A.2.2** Engage with community members to identify:
 - Community strengths and themes;
 - Community health status;
 - Important health issues/concerns;

- Challenges, assets, root causes and solutions;
- Why “root causes” exist and why challenges persist;
- Key players and elements within the local public health system; and
- Relevant forces of change (either within Yuba County, the state, or country).

A.2.3 Conduct a minimum of five (5) community meetings during the CHA and the CHIP development to ensure diversity in demographics (especially income, age, ethnicity, health needs, and priorities) to determine whether there is consistent or varying input.

A.3 REPORTING. CONTRACTOR will:

A.3.1 Build and host a secure SharePoint site so COUNTY staff can access files at all times. Data will be made available by CONTRACTOR on an ongoing basis. Any SharePoint site developed or hosted by CONTRACTOR pursuant to this provision will conform to current industry standards and best practices in management of confidential data, as well as any and all applicable provisions in **Attachment F** of this Agreement.

A.3.2 Use available data to identify and prepare a report on the health, disease, death, disability and disparity in Yuba County.

A.3.3 Provide COUNTY hardcopies and electronic copies of all original data, meeting agendas, summaries and project notes upon completion of the project and upon request.

A.3.4 Deliver to COUNTY the following products, during and near completion of the project:

- Overall coordination and project management of the MAPP process including timelines and direction to the MAPP Committee.
- A detailed report of how the MAPP process was implemented and progressed in Yuba County.
- Identification of reliable existing data sources, development of quality primary data, data collection, data analysis, Public Health System partner identification and engagement in accordance with standards and measures 1.1.1, 1.1.2, 1.1.3, 5.2.1, 5.2.2, 5.2.3, 5.2.4 (codified as either “A” or “L”), as referenced in the PHAB Standards and Measures document version 1.5 located at <http://www.phaboard.org/>.
- An Executive Summary report outlining the health issues and priorities identified for COUNTY through the MAPP process.
- A one-page overview that can be distributed for educational purposes.
- Short summary of the strategic issues; formulated goals and strategies as a foundation for Department of Strategic Plan (DSP).

A.3.5 Provide COUNTY a final CHA and CHIP, hardcopy and electronic, of all written reports created and original data used as part of the CHA-CHIP project. The CHA and CHIP will consist of five (5) domains/components that can act as one large volume or as stand-alone documents.

A.3.5.1 Community Health Assessment (CHA). CONTRACTOR will provide COUNTY with a comprehensive report of the results of the four assessments of the MAPP process to include:

- A data section of all sources of data used during the MAPP process. The data section will identify and report on all relevant sources of data and include existing data sources, as well as data collected from the community through community meetings and surveys.
- An outline of how the data collection adheres to PHAB standards.
- A section detailing the stakeholder engagement process and approach which will provide details of how stakeholders were engaged for various parts of the MAPP process, including visioning, assessment, priority-setting and planning.

A.3.5.2 Community Health Improvement Plan (CHIP). CONTRACTOR will provide COUNTY with a comprehensive CHIP which meets all PHAB standards of the health priorities selected by the community and each priority's corresponding goal, objectives, strategies and each agency and/or community organizations roles and/or responsibilities. CONTRACTOR will provide COUNTY with a short summary to use as a foundation for COUNTY's strategic plan. The summary will include, at a minimum, recommended strategic issues and corresponding goals and strategies.

A.4 TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as mutually agreed upon by the COUNTY and CONTRACTOR.

A.5 MANNER SERVICES ARE TO BE PERFORMED.

As an independent Contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.6 FACILITIES FURNISHED BY COUNTY.

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

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ATTACHMENT B PAYMENT

B.1 MAXIMUM AMOUNT PAYABLE.

COUNTY shall pay CONTRACTOR an amount not to exceed \$126,021.00 (One Hundred Twenty-Six Thousand Twenty-One Dollars) per the term of this Agreement in accordance with the rates specified in Attachment G, Cost Justification Worksheet. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$126,021.00 (One Hundred Twenty-Six Thousand Twenty-One Dollars) per the term of this Agreement without a formal written amendment to this Agreement approved by COUNTY.

B.1.1 COUNTY shall pay CONTRACTOR contract fees for services rendered, as specified in Attachment G. In no event shall fees for services rendered under this Provision B.1.1 exceed the specified amount in Attachment G without an amendment to this Agreement approved by COUNTY.

B.1.2 CONTRACTOR shall submit itemized invoices for payment in a format consistent with that as shown in Attachment H– Invoice Format no later than the tenth (10th) day of the month following provision of services.

B.1.3 COUNTY shall remit payment for services rendered to CONTRACTOR within thirty days from receipt of itemized invoice from CONTRACTOR. The detailed invoice submitted shall include the CONTRACTOR's name and address, the date(s) of service delivery, and details of other costs. Unless other arrangements are made with COUNTY, invoices shall be mailed to:

Yuba County Health and Human Services Department
Attention: Public Health Division
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA. 95901

B.2 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices. COUNTY understands CONTRACTOR's travel expenses as projected in Attachment G, Cost Justification Worksheet, may vary from quarter to quarter.

B.3 FULL PAYMENT. CONTRACTOR agrees that payment for services rendered under this Agreement that is made in accordance to the rates specified in Attachment G, Cost Justification Worksheet, represents payment in full for said services. CONTRACTOR shall not seek reimbursement from COUNTY for any services reimbursed in whole or in part by any other payor. CONTRACTOR shall submit no claim to demand or otherwise collect reimbursement from referred clients, or persons acting on behalf of referred clients

served under this Agreement, for any services reimbursed in whole or in part under this Agreement, except to collect third party co-payment or share of cost.

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

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ATTACHMENT C ADDITIONAL PROVISIONS

- C.1 FUNDING.** If all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY, this Agreement will be voidable at the discretion of COUNTY.
- C.2 HEALTH AND SAFETY STANDARDS.** CONTRACTOR agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.
- C.3 CHILD ABUSE/ADULT ABUSE.** CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.
- C.4 DRUG FREE WORKPLACE.** CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.
- C.5 INSPECTION.** CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.
- C.6 CIVIL RIGHTS.** CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.
- C.7 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable

administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

- C.8 CONFIDENTIALITY.** CONTRACTOR must maintain compliance with confidentiality regulations, including but not limited to the provisions in **Attachment F**. At no time shall CONTRACTOR'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.
- C.9 AUTOMOBILE INSURANCE PROVISIONAL LIMITATION.** The Provisions of Attachment E- Insurance Provisions regarding automobile liability shall not apply if no automobile vehicle is used by CONTRACTOR or employees and/or subcontractors of CONTRACTOR in connection with the provision of service rendered pursuant to this Agreement.
- C.10 RECORDS.** CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.
- C.11 DEBARMENT.** COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.SAM.gov and www.oig.hhs.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

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ATTACHMENT D GENERAL PROVISIONS

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

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent Contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent Contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which

are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

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

D.6 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in

CONTRACTOR's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

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

D.11.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

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

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if

CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

This provision D.11 does not apply to confidential client case records.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project. This provision D.14 does not apply to confidential client case records.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neutral gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient

to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Health and Human Services Department
County of Yuba
Jennifer Vasquez, Director
P.O. Box 2320
Marysville, CA 95901

With a copy to:

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

If to "CONTRACTOR":

Health Management Associates
Attn: Kelly Johnson
Vice President
120 N. Washington Square, #705
Lansing, MI 48933

ATTACHMENT E INSURANCE PROVISIONS

E.1 INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.2.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

E.2.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

E.2.4 Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least

as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.5 Primary Coverage. For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.6 Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

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

E.8 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.9 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.10 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

E.10.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.10.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's

obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.12 Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.13 Special Risks or Circumstances. COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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**ATTACHMENT F
COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS**

F.1 INTRODUCTION.

For the purposes of carrying out a contract for Comprehensive Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) Consultant – MAPP Project entered into between the COUNTY and Health Management Associates, (hereinafter “CONTRACTOR”), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR’s responsibilities for safeguarding this information.

F.2 DEFINITIONS.

F.2.1 CONFIDENTIAL INFORMATION shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver’s license numbers, social security numbers, marital status, etc.

F.2.2 PERSONALLY IDENTIFIABLE INFORMATION is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver’s license numbers, State ID numbers, etc.

F.2.3 BREACH shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

F.2.4 SECURITY INCIDENT shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

F.3 BACKGROUND.

The COUNTY maintains confidential information to perform functions, activities, and/or services directly related to the administration of a social service program. Such confidential information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and CONTRACTOR is expected to adhere to current industry

standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or breach of data in the CONTRACTOR's possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

F.4 PROVISIONS.

F.4.1 The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

F.4.2 The COUNTY requires at least the following minimum standards of care in handling the confidential information:

F.4.2.1 Securing all areas where confidential information is maintained and/or stored;

F.4.2.2 Utilizing all industry standard encryption and methodology through which confidential information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

F.4.2.3 Limiting the removal of confidential information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;

F.4.2.4 Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

F.4.2.5 Not leaving unattended or accessible to unauthorized individuals; and

F.4.2.6 Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

F.4.3 Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

F.4.4 In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

F.4.5 The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.

F.4.6 If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

F.4.7 If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

F.4.8 NOTIFICATION OF BREACH.

F.4.8.1 Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

F.4.8.2 Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Yuba County Privacy Officer

Phone: (530) 749-6311

E-Mail: securityincidents_hhsd@co.yuba.ca.us

Fax: (530) 749-6281

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

- (a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);

- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;
- (c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

F.4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the breach, which may include notification to the individual or other authorities.

F.4.8.5 All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

F.4.9 The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's confidential information.

F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

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F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the confidential information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: 9/30/2016

CONTRACTOR

Kelly Johnson
(Signature)

Kelly Johnson, Vice President

ATTACHMENT G COST JUSTIFICATION

In the first quarter of the project, October 1, 2016 – December 31, 2016 costs will include:

Visioning Sessions	\$11,078
Community Themes and Strengths Assessments	\$ 1,800
Consultant Direct Travel Costs	<u>\$ 1,625</u>
Subtotal:	\$14,503

In the second quarter of the project, January 1, 2017 – March 31, 2017 costs will include:

Community Themes and Strengths Assessments	\$16,818
Local Public Health System Assessment	\$17,178
Community Health Status Assessment	\$12,548
Forces of Change Assessment	\$16,177
Consultant Direct Travel Costs	<u>\$ 1,625</u>
Subtotal:	\$64,346

In the third quarter of the project, April 1, 2017 – June 30, 2017 costs will include:

Community Themes and Strengths Assessments	\$1,860
Local Public Health System Assessment	\$2,250
Strategic Issue Identification ("CHIP Planning and Launch")	<u>\$2,962</u>
Subtotal:	\$7,072

In the fourth quarter of the project, July 1, 2017 – September 30, 2017 costs will include:

Strategic Issue Identification	\$ 8,240
Formulate Goals and Strategies	\$10,170
Consultant Direct Travel Costs	<u>\$ 1,625</u>
Subtotal:	\$20,035

In the fifth quarter of the project, September 1, 2017 – September 30, 2017 costs will include:

Formulate Goals and Strategies (includes report writing)	<u>\$20,065</u>
Subtotal:	\$20,065

Grand Total \$126,021

ATTACHMENT H INVOICE FORMAT

HEALTH MANAGEMENT ASSOCIATES INVOICE

Client Name
Client Address Line 1
Client Address Line 2
Client Address Line 3

April 15, 2016 (Invoice Date)
Invoice Number: XXXXXX - XXXXXX

HMA Project #/Name: XXXXXX
Contract No.: XXXXXXX
Purchase Order No.: XXXXXXX

Project Name

Task Description of Services & Contract Line No.

Amount Due Per Contract:		XX,XXX.00
	Subtotal	SXX,XXX.00
	Current Invoice Total	SXX,XXX.00

Certification:

I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.

Authorized Signer

Date

ONE MICHIGAN AVENUE BUILDING
1210 NORTH WASHINGTON SQUARE, SUITE 705, LANSING, MICHIGAN 48203
TELEPHONE: 313 482-0230 FAX: 313 482-0920
WWW.HEALTHMANAGEMENT.COM

ALBUQUERQUE, NEW MEXICO • ANAHEIM, CALIFORNIA • BOSTON, MASSACHUSETTS • CHICAGO, ILLINOIS • DENVER, COLORADO
HARTFORD, CONNECTICUT • INDIANAPOLIS, INDIANA • LANSING, MICHIGAN • NEW YORK, NEW YORK • OKLAHOMA CITY, OKLAHOMA
SAN FRANCISCO, CALIFORNIA • SAN JOSE, CALIFORNIA • SOUTHERN CALIFORNIA • TAMPA, FLORIDA • WASHINGTON, DC
Federal ID # 38-2599727

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The County of Yuba



446-1016
(446-1016) Adopt... - 1 of 4

MARYSVILLE, CA 95901

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

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR

TO: The Board of Supervisors
FROM: Jill Abel, Human Resources Director
DATE: October 18, 2016

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

SUBJECT: Adopt the resolution to amend the Classification System – Basic Salary/Hourly Schedule #2016-77 by adding the Extra Help Classification System Hourly Schedule.

RECOMMENDATION:

Adopt the resolution to amend the Classification System – Basic Salary/Hourly Schedule #2016-77 by adding the Extra Help Classification System Hourly Schedule, effective July 1, 2016.

DISCUSSION:

The Classification System – Base Salary/Hourly Schedule is adopted by the Board each fiscal year. When the 16/17 Salary Schedule was adopted by the Board on August 23, 2016, it was noticed that the Extra Help schedule was inadvertently removed. This action corrects that omission.

The attached resolution amends the Classification System – Basic Salary / Hourly Schedule to include the Extra Help Classification System Hourly Schedule, effective **July 1, 2016**.

COMMITTEE ACTION:

None – Administrative only.

FISCAL IMPACT:

None- Administrative only.

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

IN RE:

RESOLUTION ADOPTING THE
CLASSIFICATION SYSTEM –
EXTRA HELP CLASSIFICATION HOURLY
SCHEDULE

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Extra Help Classification System Hourly Schedule shall be adopted as follows effective **July 1, 2016**:

AS SET FORTH IN ATTACHMENT "A"

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2016 by the following votes:

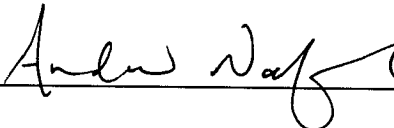
AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____

* * * EXTRA HELP * * *

Classification System Hourly Schedule

EFFECTIVE DATE: July 1, 2016

CLASSIFICATION	A	B	C	D	E	OT CODE	WC CODE	RANGE
CORRECTIONAL MEDICAL OFFICER	113.38	119.05	125.00	131.25	137.81	N	9410	11338
ENGINEERING AIDE I	13.03	13.68	14.36	15.08	15.83	N	9410	1303
ENGINEERING AIDE II	14.38	15.10	15.86	16.65	17.48	N	9410	1438
GENERAL WORKER			10.00			N	8810.1	1000
JUVENILE CORRECTIONS AIDE	12.52	13.15	13.81	14.50	15.23	N	9410.PB	1252
MAINTENANCE AIDE	10.83	11.37	11.94	12.54	13.17	N	9420	1083
PROGRAM WORKER	10.65	11.18	11.74	12.33	12.95	N	9410	1065
PROJECT LEADER	11.03	11.58	12.16	12.77	13.41	N	9410	1103
PROJECT WORKER	10.20	10.71	11.25	11.81	12.40	N	9410	1020
RESERVE DEPUTY			10.00			N	7722.R	1000
YOUTH WORKER			10.00			N	8810.1	1000

Outstanding Leadership Description

And the Awardee is: **MELISSA GIANELLI**
Department: Health and Human Services

Public Service Excellence Nominations

And the Awardee is: **MOLLY QUISENBERRY**
Department: AG Weights and Measures

Workforce Excellence Nominations

And the Awardee is: **TIFFANY MANUEL**
Department: Human Resources

Exceptional Teamwork Nominations

And the Awardee is: **TRAKIT CORE TEAM**
Department: Community Development and Information Technology

Sustained Effort Recognition

“PUBLIC SERVICE EXCELLENCE”

And the Awardee is: **TAMMY TURNER**
Department: Health and Human Service

Sustained Effort Recognition

“WORKFORCE EXCELLENCE”

And the Awardee is: **GRACE MULL**
Department: Health and Human Service

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YUBA COUNTY


Digital

LAW LIBRARY

449-1016

(449-1016) Recei... - 1 of 12

TO: Yuba County Board of Supervisors

FROM:  John Whidden, President, Yuba County Digital Law Library

SUBJECT: Yuba County Digital Law Library Annual Report FY 2015-2016

DATE: October 18, 2016

Recommendation:

Receive Yuba County Digital Law Library's Annual Report for fiscal year 2015-2016.

Background:

California Business and Professions Code Section 6349 requires the Law Library Board of Trustees, on or before the 15th day of October of each year, to present to the Board of Supervisors of the county in which the law library is maintained a report for the preceding fiscal year ending on the 30th day of June.

The report shall give the condition of the account, complete with financial information of receipts and expenditures, along with any other information that might be of interest.

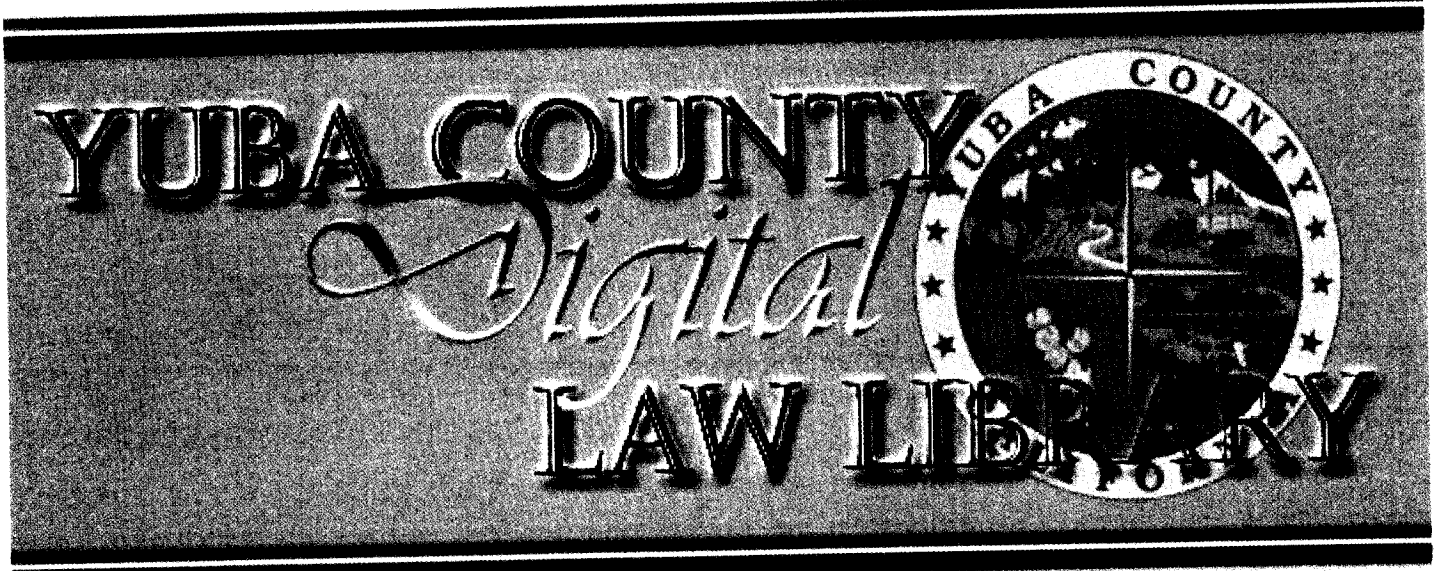
Discussion:

The Yuba County Digital Law Library respectfully presents to the Yuba County Board of Supervisors the Law Library 2015-2016 Annual Report. This report details the events and decisions that helped to carry out the Law Library's objective to make online legal research available to the residents of the County. The report also contains the financial information for fiscal year 2015-2016.

Fiscal Impact:

None.

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ANNUAL REPORT

FISCAL YEAR

2015 - 2016

INTRODUCTION

The Yuba County Digital Law Library is established under the authority of Chapter 5, Division 3, of the California Business & Professions Code, Sections 6300, et seq.

The following annual report for the fiscal year ending June 30, 2016, is prepared pursuant to the provisions of Sections 6349 and 6350 of the California Business & Professions Code.

BOARD OF LAW LIBRARY TRUSTEES

John Whidden, Esq., President

Mark Woods, Esq., Vice President

The Honorable Debra Givens

Brenda Smith, Esq.

Carl Lindmark, Esq.

Christopher Pallone, Esq.

LAW LIBRARY SECRETARY

Erika Stedman, Legal Services Coordinator

YUBA COUNTY DIGITAL LAW LIBRARY

Summary of Fiscal Year 2015 - 2016

GOALS OF THE BOARD OF TRUSTEES

“THE OBJECTIVE OF THE YUBA COUNTY LAW LIBRARY IS TO MAKE AVAILABLE TO ALL RESIDENTS OF THE COUNTY AN INNOVATIVE ONLINE LEGAL RESEARCH DATABASE TO ASSIST IN THE PERFORMANCE OF LEGAL RESEARCH AND PRACTICE.”

- Yuba County Digital Law Library Objective
Adopted October 2009

The Yuba County Digital Law Library (hereinafter “Law Library”) recognizes that the needs of the community and the methods of conducting legal research are forever changing. The Law Library’s objective is to provide a beacon for current service and future planning.

This report highlights the events and decisions that helped the Board of Trustees carry out its objective and lay the foundation for exciting changes ahead.

LEGAL RESEARCH PROVIDERS

CEB

In October 2013, the Law Library approved renewing a one-year contract with OnLAW database, from California’s Continuing Education of the Bar (CEB). OnLAW provides access to more than 140 of CEB’s

California practice guides. OnLAW's "libraries" organize the CEB guides by practice area, namely: business law; criminal law; estate planning; family law; litigation; and real property law.

The guides are complete and up-to-date online versions of CEB's print practice guides. They serve as an excellent resource for the community to conduct legal research.

WESTLAW

Westlaw provided the additional information in regards to the price change of adding a fourth location and on February 16, 2011, the Board of Trustees accepted the Westlaw offer for legal research services provided to four computers and entered into a three year contract with Westlaw. On June 10, 2014, the Board of Trustees renewed the Westlaw contract for another three years.

Westlaw provides the following content: California Core material (California Statutes Annotated; California Cases; California Court Rules-State, Federal and Local; California Attorney General Opinions; California Administrative Code; California Journals and Law Reviews and Key Cite); California Federal Material (All District Court Cases; All Supreme Court Cases; 9th Circuit Cases and USCA); California Jurisprudence; Rutter California Practice Guide; Witkin; and Miller & Starr.

ESSENTIAL FORMS

In February 2011, Martin Dean Essential Forms provided their software free of charge to be installed on all Law Library computers. Essential Forms provides every form issued by the Judicial Council, along with additional Non-Judicial Forms. Essential Forms also provides local forms. The forms are updated every January and July.

NOLO PRESS

The e-books installed on all Law Library computers are: How to Probate an Estate in California; California Workers' Comp; Nolo's Guide to California Law; California Tenants' Rights; The California Landlord's Law Book (Rights & Responsibilities); The California Landlord's Law Book (Evictions); How to Change Your Name in California; Fight Your Ticket and Win in California; Everybody's Guide to Small Claims Court in California; Living Wills and Powers of Attorney for California; The Guardianship Book for California; Prenups for Partners; California Mechanics' Lien Kit for Homeowners; and Win Your Lawsuit (Sue in California Superior Court without a Lawyer).

COMPUTERS AND EQUIPMENT

The Yuba County Digital Law Library has the following equipment located at the following sites:

GOVERNMENT CENTER-

- Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag # 2MHWNK1 in place for Public access in the lobby.
- Hewlett Packard, LaserJet P2055dn printer, Serial number# CNB9P80968 in place for Public use in the lobby.

COURTHOUSE-

- Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag #1MHWNK1 in Attorney's Room on the 2nd floor.

- Hewlett Packard, LaserJet P2055dn printer, Serial number# CNB9919435 in Attorney Room on the 2nd floor.

YUBA COUNTY LIBRARY-

- Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag #4MHWNK1 between two Public use computers (G & H).

YUBA COMMUNITY COLLEGE LIBRARY-

- 1 Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag # 2MHWNK1 in place for Public use.
- 1 Dell OptiPlex 7020 Intel® Core™ i7-4790 CPU@3.60GHz 8GB RAM Service Tag # J51PC42 in place for Public use.

IN STORAGE-

- Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag # 3MHWNK1
- HP Jetdirect EW2500 802.11g Printer Server, Serial number/Security ID:CNOB4C80E6
- HP LaserJet P2055dn Printer, Serial Number/Security ID: CNBJ631094

There are a total of five computers with monitors and accessories and three printers. Locks have been purchased for computers.

YUBA COUNTY DIGITAL LAW LIBRARY LOCATIONS

Computers are operational at the Yuba County Public Library, the Courthouse Attorney Room, Yuba Community College Library, and the Yuba County Government Center.

BOARD OF TRUSTEES AND LAW LIBRARY STAFF CHANGES

At the start of the fiscal year, the Board of Trustees consisted of the following members: Honorable Debra Givens, Brenda Smith, Mark Woods, Christopher Pallone, John Whidden, and Carl Lindmark. The Law Library Secretary was Erika Stedman.

March 2016 was the last month Christopher Pallone served on the Law Library Board of Trustees.

FINANCES

Finances for the 2015-2016 fiscal year were submitted and reported monthly in the financial reports of the Secretary of the Board of Law Library Trustees.

Attached is the financial statement summary and detailed report for fiscal year 2015-2016.

FUTURE GOALS

The Board of Trustees looks forward to the future of the Yuba County Digital Law Library. The need for legal resources to be available to all citizens of Yuba County is imperative. With multiple locations in Marysville, the Board would like to focus on placement of computer terminals in Brownsville, Wheatland and Plumas Lake.

Additionally, in the upcoming fiscal year the Board of Trustees would like to create more advertising so that Yuba County residents are aware that these resources are available to them. Along with advertising to raise awareness of the resources available, the Board of Trustees would like to create a website detailing all the Yuba County Digital Law Library has to offer.

Finally, the Board of Trustees look forward to offering more training similar to the CEB OnLAW training that was offered in January 2011. This would include trainings from both Westlaw and CEB OnLAW and these trainings would be offered at different areas around Yuba County.

CONCLUSION

A County Law Library is an individual's "first step" in accessing justice. The Yuba County Digital Law Library strives to serve the community by providing an easy way for the public to find assistance to guide them through their legal issues. The Law Library also strives to serve attorneys by providing access to tools to best represent their clients. The accomplishments during Fiscal Year 2015-2016 succeeded in fulfilling the objective of the Yuba County Digital Law Library. The Board of Trustees looks forward to continuing this progress in the upcoming fiscal year.

YUBA COUNTY DIGITAL LAW LIBRARY
FINANCIAL STATEMENT FOR FISCAL YEAR 2015-2016

SUMMARY:

BALANCE JULY 1, 2015	\$	160,492.77
Receipts	\$	20,813.34
SUBTOTAL	\$	181,306.21
Total Disbursements/Deductions	\$	15,342.25
BALANCE JUNE 30, 2016	\$	165,963.86


YUBA COUNTY DIGITAL LAW LIBRARY
FINANCIAL STATEMENT DETAIL - RECEIPTS

Court Filing Fees	\$ 18,219.83
Other	\$ 2,593.51
Interest	1,193.51
Deposit to Correct Payroll Error from A/C	1,400.00
TOTAL RECEIPTS	\$ 20,813.34

YUBA COUNTY DIGITAL LAW LIBRARY
FINANCIAL STATEMENT DETAIL - DISBURSEMENTS

Library Resources		\$ 10,219.12
CEB OnLaw Subscription (1 year)	\$ 1,177.50	
Westlaw (Services Provided to 4 Computers)	\$ 9,041.62	
Personnel		\$ 5,000.00
Payroll	\$ 5,000.00	
Other		\$ 123.13
Windows Update	\$ 123.13	
TOTAL EXPENDITURES		\$ 15,345.25

TO: Board of Supervisors

FROM: Cynthia Sodari, Executive Director 
First 5 Yuba, Children and Families Commission

SUBJECT: Presentation of County Strategic Plan

DATE: October 6, 2016

Recommendation

It is recommended that Board of Supervisors receive a presentation on the County Strategic Plan pertaining to services that promote early childhood development from the prenatal stage to five years of age.

Background

The Children and Families Commission (Commission) strategic plan goals and results are organized around three broad areas: Health, Early Education and Family Support. The Commission's overarching goal is to ensure all Yuba County children enter kindergarten ready to learn, in that they are healthy, participate in quality early care and education and their families have the resources to help them be fully prepared for school.

Discussion

The potential strategies identified in the strategic plan have been developed in direct response to community indicators identified in the Commission's Community Scan conducted in April 2016 in collaboration with Yuba County service providers, and community leaders considered to be local subject matter experts in the areas of health, behavioral health, early childhood education, child welfare, and other social services.

Additionally, the Commission has not only successfully partnered with various community agencies to execute desired results but have also championed to recognize Yuba County as a *Help Me Grow National Affiliate*. Help Me Grow is a system model focused on at risk children and families and the linkage to existing programs and services. Maintaining the Help Me Grow affiliation indicates that Yuba County leaders are working collaboratively to maintain a county-based system that identifies children with delays as early as possible and connecting them with appropriate and effective services and interventions.

Fiscal Impact

There is no fiscal impact associated with the presentation.

Attachment

First 5 Yuba Strategic Plan 2016-2021

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The County of Yuba

Office of the County Administrator



Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator
RE: Appointment of the Public Guardian/Conservator
DATE: October 18, 2016

RECOMMENDATIONS

It is recommended that the Board of Supervisors:

1. Receive an introduction and appoint Weenylyn "Wenny" McCleary as Yuba County's Public Guardian / Conservator, effective November 1, 2016, and
2. Approve a dual encumbrance of the Public Guardian / Conservator effective October 18, 2016 through October 31 to allow an overlap for transition purposes with the current Public Guardian / Conservator, Asha Davis.
3. Approve the related employment agreement and authorize the Chair of the Board of Supervisors to sign.
4. Authorize resolution amending the classification system- basis salary schedule.

BACKGROUND

Asha Davis notified the Board of Supervisors of her resignation effective October 31, 2016 as Yuba County's Public Guardian / Conservator. Upon notice of her resignation, a recruitment was conducted using Medicus as the recruiter along with the support of Yuba County's Human Resources department. Through a screening process that included a review of the candidates and interviews the Board of Supervisors selected Ms. McCleary as the Public Guardian / Conservator for Yuba County.

DISCUSSION

Ms. McCleary has worked for Yuba County for approximately nineteen years, all with the Health and Human Services Agency. She has held several positions including Social Worker II, Social Worker III and Social Worker Supervisor in the Adult Protective Services Division. Ms. McCleary also possesses a Bachelor's Degree in Social Work. Her experience in working with some of our most vulnerable population and collaborative countywide efforts positions her to provide great leadership for our organization and communities.

FISCAL IMPACT

Compensation for the Public Guardian/Conservator is budgeted for FY 2016-17. The initial base salary of the Public Guardian and new base salary are reflected in the attached employment agreement. A budget adjustment, due to the transition overlap and increased base salary will be made through the mid-year adjustment process.

The employment agreement provides benefits for similarly situated executive management positions.

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

RESOLUTION AMENDING THE
CLASSIFICATION SYSTEM –
BASIC SALARY SCHEDULE
_____)

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary/Hourly Schedule is amended as follows effective November 1, 2016.

DELETE:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
PGCR	Public Guardian-Conservator	8	5,374	31.00	E	9410

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
PGCR	Public Guardian-Conservator	8	6,413	37.00	E	9410

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the day of _____, 2016 by the following votes:

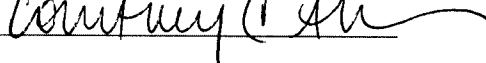
AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By: 

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**EMPLOYMENT AGREEMENT BY AND BETWEEN
COUNTY OF YUBA AND WEENYLYN MCCLEARY**

RECITALS

This Agreement is entered into by and between the County of Yuba (County) and Weenylyn McCleary (Employee) and is dated this 18th day of October, 2016.

A. County desires to employ Employee as its Public Guardian/Conservator and Employee desires to serve as the Public Guardian/Conservator of County beginning November 1, 2016.

B. The Board of Supervisors (BOS), as appointing authority, and Employee desire to agree in writing to the terms and conditions of Employee's employment as Public Guardian/Conservator.

AGREEMENT

1. PARTIES AND INCORPORATION BY REFERENCE

The parties to this Agreement are County and Employee. The foregoing recitals are incorporated herein by this reference.

2. DUTIES

(a) County agrees to employ Employee and Employee agrees to serve as Public Guardian/Conservator of Yuba County to perform the functions and duties as specified in the Yuba County Ordinance Code, Resolutions, and all other applicable laws, rules and regulations now in effect or hereafter adopted, and to perform other

legally permissible and proper duties and functions as the Board may from time to time assign.

(b) Employee shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by County.

(c) Employee shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California Law. Employee must complete disclosure forms as required by law and in connection with the performance of any services under this Agreement. Disclosure forms required by law shall be filed in accordance with laws and regulations relating to disclosure forms during the term of this Agreement and thereafter as may be required by law or regulation.

3. TERM

(a) The term of this Agreement shall be from the date first set forth above in Recital A until terminated by either party in accordance with provisions hereinafter set forth or unless terminated by the event of death, incapacity or permanent disability of Employee.

(b) Employee agrees to remain in the exclusive employment of County during the term of this Agreement and further agrees that she will not take any position, paid or otherwise, which may in any degree conflict or appear to conflict with the duties inherent in the position of Public Guardian/Conservator of County.

4. TERMINATION AND RESIGNATION

(a) Employee may resign at any time and agrees to give the County no less than ninety (90) days' advance written notice of the effective date of her resignation.

(b) County may terminate Employee at any time upon written notice. The parties hereto recognize and affirm:

1. Employee is an "at-will" Employee whose employment may be terminated by the County Administrator without cause;

2. There is no express or implied promise made to Employee for any form of continued employment as Public Guardian/Conservator; and,

3. This Agreement is the sole and exclusive basis for an employment relationship between Employee and County.

(c) A decision to terminate Employee may be made by the Board of Supervisors consistent with this Agreement and with applicable laws, rules and ordinances governing such dismissal.

(d) Employee shall have the option to resign her office instead of being terminated if an action by the Board of Supervisors to terminate "not for cause" has been initiated. Employee shall be given a time certain by which such resignation in writing shall be delivered to the Board of Supervisors.

(e) In the event the Board of Supervisors terminates Employee for cause, Employee shall have the right to a name clearing hearing involving notice of the charges and an opportunity to respond.

5. SEVERANCE PAY

(a) If the Board of Supervisors terminates Employee while she is still willing and able to perform the duties of Public Guardian/Conservator, County and Employee agree that she will immediately be placed on paid Administrative Leave for a period of time not to exceed four (4) months. If, within that four month period, Employee secures employment with another PERS employer, Employee agrees to tender her resignation with County of same date with her start date at her new employment, which resignation will discontinue payments under the paid Administrative Leave section. Employee specifically acknowledges and agrees that said payment(s) will release County, its agents, servants, employees and elected officials from any further obligation, whether known or unknown, at the time of any such resignation or termination.

(b) If Employee is terminated for cause, including but not limited to acts of moral turpitude, conflict of interest, or incompatibility of office, County shall have no obligation to continue the employment of Employee or to pay the severance set forth above.

6. SALARY

Commencing with the date of October 18th, 2016 through October 31, 2016, in which Employee shall be working alongside the current Public Guardian/Conservator, Employee shall be compensated according to the Yuba County Classification System – Basic Salary Schedule which identifies the base gross monthly rate of the Public Guardian/Conservator as \$5,374.00.

Commencing with the date of appointment set forth above as November 1, 2016, Employee shall be compensated according to the Yuba County Classification System -

Basic Salary Schedule which identifies the base gross monthly rate of the Public Guardian/Conservator effective November 1, 2016 as \$6,413.00.

Additionally, Employee shall be entitled to an increase equal to any cost of living increase given to management employees and all other provisions of the Yuba County Classification System Basic Salary Schedule related to her employee status.

7. SUPPLEMENTAL BENEFITS

County shall also provide Employee the same benefits as provided to Miscellaneous (Non-Safety) County management employees, commensurate with her appointment as Public Guardian/Conservator, and as they may be amended from time to time. All actions taken by the County relating to benefits for Miscellaneous (Non-Safety) County Management employees shall be actions granting the same benefits to Employee.

8. MONTHLY VEHICLE ALLOWANCE

County agrees to pay Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of three hundred dollars (\$300.00) per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Employee shall be responsible for paying for and maintaining liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

9. PERFORMANCE EVALUATION

The Board of Supervisors shall evaluate Employee's performance at least annually or as directed by the Board of Supervisors. In addition, in connection with and

at the time of such evaluation the Board of Supervisors and Employee will set goals and objectives for the ensuing year.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Board of Supervisors shall fix any other terms and conditions of employment as it may determine from time to time, provided that such terms and conditions are not inconsistent with provisions of this Agreement or applicable law.

11. NOTICES

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

TO COUNTY: Board of Supervisors
 915 Eighth Street
 Marysville, CA 95901

TO EMPLOYEE: Weenylyn McCleary
 915 Eighth Street
 Marysville, CA 95901

12. ENTIRE AGREEMENT

This Agreement is the final expression of and constitutes the complete Agreement between the parties with respect to the matters set forth herein and supercedes all prior oral or written understandings except as may be set forth herein. This Agreement cannot be modified except by written mutual agreement executed by the parties hereto.

13. ASSIGNMENT

This Agreement is not assignable by either County or Employee. Any Agreement to the contrary by either party shall be void.

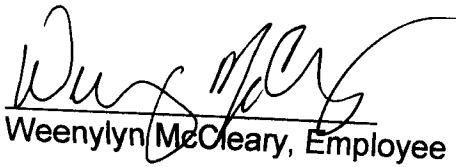
14. SEVERABILITY

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

IN WITNESS WHEREOF, County and Employee have caused this Agreement to be signed and executed as set forth below.

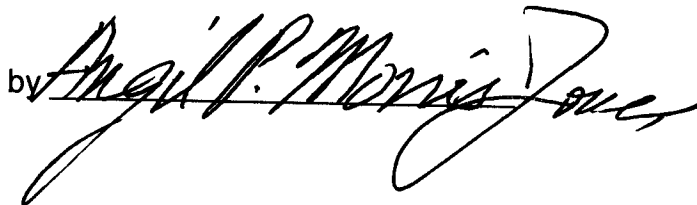
EMPLOYEE

COUNTY OF YUBA


Weenilyn McCleary, Employee

by: _____
Roger Abe, Supervisor
Chairman of the Board of Supervisors

APPROVED AS TO FORM
ANGIL MORRIS-JONES, COUNTY COUNSEL

by: 

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The County of Yuba



451-1016

(451-1016) Adopt... - 1 of 4

MARYSVILLE, CA 95901

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

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, HUMAN RESOURCES DIRECTOR

TO: Board of Supervisors
FROM: Jill Abel, Human Resources Director
Jennifer Vasquez, Health and Human Services Director
DATE: October 18, 2016
SUBJECT: Amend the County's Basic Salary Schedule & Department Allocation Schedule

RECOMMENDATION

Adopt the resolutions to amend the Classification System – Basic Salary/Hourly Schedule and the Department Allocation Schedule as it relates to the Health and Human Services Department.

BACKGROUND

Last fiscal year, the Health Division within the Health and Human Services Department was restructured to include a Health Administrator classification to serve as the executive manager overseeing all Health Division operations, administering all county-wide health programs to improve community health and wellness, and ensuring all regulatory and legal standards are met. Prior to this organizational change, those responsibilities were divided between the Director of Nurses and a Deputy Director of Health and Human Services.

Earlier this year, the Director of Nurses incumbent resigned and the position has remained vacant. Recruiting and retaining a Director of Nurses has been an ongoing challenge over the years.

DISCUSSION

With the addition of the Health Administrator and the Director of Nurses vacancy, the Department was able to reassess its organizational structure and operational needs with regard to the Public Health Nursing Unit. Upon re-evaluation, the Department determined the nature and scope of job responsibilities in the Director of Nurses classification was no longer necessary and proposed the new classification of Supervising Public Health Nurse II.

California Code of Regulations (CCR) Title 17 § 1253 regulates that public health nurses and activities must be supervised by a Director of Nurses. To ensure the proposed classification of Supervising Public Health Nurse II was in compliance with the 17 CCR § 1253 an external analysis of the surrounding counties was conducted. The analysis

revealed the regulatory Director of Nurses responsibilities were allocated in various ways, including contract employment, part-time, exempt and non-exempt depending on the organizational needs and structure. The Supervising Public Health Nurse II will meet both the operational needs and the requirement of 17 CCR § 1253. This classification will be responsible for all public health nursing staff and activities as required by 17 CCR § 1253, but will report to and receive direction from the Health Administrator.

COMMITTEE

This item has bypassed committee due to the time sensitivity and statutory mandates of getting this position in place.

FISCAL IMPACT

It is estimated the fiscal impact will result in a cost savings, but the actual savings is unknown since the salary will be dependent on the selected candidate.

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

RESOLUTION AMENDING THE)
CLASSIFICATION SYSTEM –)
BASIC SALARY SCHEDULE)
_____)

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary/Hourly Schedule is amended as follows effective October 1, 2016.

DELETE:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
DRNU	Director of Nurses	8	7,660	44.19	E	9410

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
SPHN-1	Supervising Public Health Nurse I	5	6,807	39.27	N	9410
SPHN-2	Supervising Public Health Nurse II	5	7,218	41.69	N	9410

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the day of _____, 2016 by the following votes:

AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By: Angil Morris-Jones

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

RESOLUTION AMENDING THE)
DEPARTMENTAL POSITION)
ALLOCATION SCHEDULE)
_____)

RESOLUTION NO. _____

BE IT RESOLVED that the Departmental Position Allocation Schedule as it relates to the following department(s) is amended effective October 1, 2016 as follows:

DELETE:

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Health & Human Services	Director of Nurses	1
Health & Human Services	Supervising Public Health Nurse	3

ADD:

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
Health & Human Services	Supervising Public Health Nurse II	1
Health & Human Services	Supervising Public Health Nurse I	3

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2016 by the following votes:

AYES:

NOES:


ABSENT:

CHAIRMAN

ATTEST: Donna Stoltmeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____

The County of Yuba

Clerk of the Board of Supervisors



October 18, 2016

TO: Board of Supervisors
FROM: Donna Stottlemeyer, Clerk of the Board of Supervisors
SUBJECT: Conflict of Interest Code Approval: Foothill Fire Protection District

Recommendation

Hold public hearing to consider approval of the Foothill Fire Protection District Conflict of Interest Code, approve the Amended Conflict of Interest Code, and direct the Clerk of the Board to notify the District of the Board's approval.

Background and Discussion

Every two years special districts and local agencies within the County are required to review their conflict of interest code pursuant to Government Code §87300 and update if necessary. Subject code has been received and reviewed by Counsel for legal sufficiency and are submitted for your approval.

An agency code is not valid until approval of the code reviewing body which is the Board of Supervisors for agencies with boundaries solely in Yuba County.

Committee Action

This matter is brought directly to the Board for approval as it is routine recurring every two years as mandated by the State.

Fiscal Impact

There is no fiscal impact.

Attachments



P.O. Box 332, Brownsville, California 95919 Clerk/Board of Supervisors

August 8, 2016

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

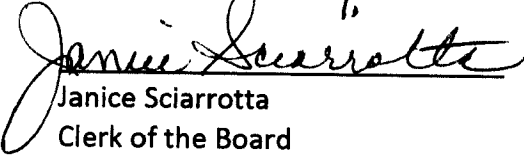
CONFLICT OF INTEREST CODE

The Board of Directors of the Foothill Fire Protection District (FFPD) has adopted a Conflict of Interest Code, a copy of which is attached.

The Board of FFPD requests that the Board of Supervisors of Yuba County approve this code and adopt it so that it will be in effect for this year and in the future.

At the regular monthly meeting of the Board of FFPD held on August 8th, 2016 the said Conflict of Interest Code as adopted on a roll call vote.

Director Mills	<u>yes</u>
Director Lunkley	<u>yes</u>
Director Downs	<u>yes</u>
Director Bunker	<u>yes</u>
Director Sciarrotta	<u>yes</u>


Janice Sciarrotta
Clerk of the Board
Foothill Fire Protection District

Cc: Yuba County Elections



P.O. Box 332, Brownsville, California 95919

**RESOLUTION 2016-03
CONFLICT OF INTEREST FOR
FOOTHILL FIRE PROTECTION DISTRICT**

The Political Reform Act, Government Code Sections 81000, *et seq.*, requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments to the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations Section 18730 and any Amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which directors and officers are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the conflict of interest code of the FOOTHILL FIRE PROTECTION DISTRICT.

All elected and appointed directors and fire chief shall file their statements of economic interests with the FOOTHILL FIRE PROTECTION DISTRICT who will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all directors and fire chief will be retained by the agency.

APPENDIX OF DISCLOSURE CATEGORIES

All Directors and Fire Chief shall report all interests in real property, all investments and business positions in business entities, and all income from sources which either:

- 1) Provide facilities, services, supplies or equipment of the type utilized by the district; or
- 2) Contract for facilities, services, supplies, or equipment of the type utilized by the district; or
- 3) Are recipients of facilities, services, supplies, or equipment of the type provided by the district.

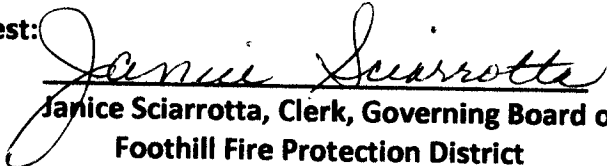
DECLARATION

APPROVED, PASSED, and ADOPTED by the Governing Board of the
FOOTHILL FIRE PROTECTION DISTRICT

This 8th day of August 2016, by the following vote:

Director Mills	<u>yes</u>
Director Lunkley	<u>yes</u>
Director Downs	<u>yes</u>
Director Bunker	<u>yes</u>
Director Sciarrotta	<u>yes</u>


Christine Mills-President
Foothill Fire Protection District

Attest: 
Janice Sciarrotta, Clerk, Governing Board of
Foothill Fire Protection District

AGENDA

Public Meeting

Central Valley Regional
Water Quality Control Board

Clerk/Board of Superintendents

RECEIVED

SEP 26 2016



454-1016
(454-1016) Notic... - 1 of 2

Thursday, October 13, 2016 - 9:00 a.m.

Field Tour-Forest Activities

Friday, October 14, 2016 - 9:00 a.m.

Redding City Hall

777 Cypress Avenue

Redding, CA 96001

THIS MEETING WILL NOT BE WEBCAST

COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD

The Central Valley Board strives to conduct accessible, orderly, and fair meetings. The Board abides by the following rules when conducting its meetings:

- No person is required to register their name or provide other information to the Board in order to attend a Board meeting. Completing an attendance card is voluntary, unless you wish to testify before the Board.
- Anyone speaking to the Board will be requested to complete an attendance card.
- Anyone testifying in permit and enforcement actions will be required to complete an attendance card and affirm that any testimony that they provide is the truth by taking an oath.
- Items on this Agenda are numbered for identification purposes only; the Board may consider these items out of their listed order.
- Any item scheduled for the first day of a multi-day Board meeting may be delayed or continued to the next day, and items may also be moved from the second day to the first day. The Board may remove items from this Agenda without prior notice.
- If the Board lacks a quorum, the Board may conduct a hearing as a Panel Hearing. However, the Board will not take final action on such an item until a quorum of the Board is present.

Copies of the items to be considered by the Central Valley Water Board are posted on the Board's website at:
http://www.waterboards.ca.gov/centralvalley/board_decisions/tentative_orders/

Board agendas and the minutes of prior meetings are posted on the Board's website at:
http://www.waterboards.ca.gov/centralvalley/board_info/meetings/

Questions regarding individual items should be directed to the Board staff person whose name and phone number are indicated with the agenda item. If no staff person is listed, or for general questions, please contact Ms. Kiran Lanfranchi-Rizzardi at: (916) 464-4839 or klanfranchi@waterboards.ca.gov

The Board meeting will be conducted at a facility that is accessible to people with disabilities. Individuals requiring special accommodations are asked to contact Ms. Lanfranchi-Rizzardi at (916) 464-4839 at least 5 working days prior to the meeting. TTY users may contact the California Relay Service at 1-800-735-2929 or voice line at 1-800-735-2922.

A list of applications for Water Quality Certifications, which the Board issues pursuant to Section 401 of the Clean Water Act, can be found at: http://www.waterboards.ca.gov/centralvalley/public_notices/ or can be obtained by calling the Board at: (916) 464-3291.

ELECTRONIC PRESENTATIONS

PowerPoint and other electronic presentations are frequently presented at the Board Meetings. Please e-mail presentations to the Board's Webmaster at webmaster5@waterboards.ca.gov at least 24 hours in advance, or bring your files either on a USB Flash Drive or CD-ROM and give them to Board Staff prior to the start of the meeting.

THURSDAY OCTOBER 13, 2016 – 9:00 A.M.

FIELD TOUR**FOREST ACTIVITIES, POST FIRE MANAGEMENT, FOREST HEALTH**

Members of the Central Valley Regional Water Quality Control Board will participate in a field tour on Thursday, October 13, 2016 in the former Bagley Fire area of the Pit River watershed. The public will be provided access to the tour site(s), but transportation will not be provided. Details regarding the tour itinerary will be provided on the day of the workshop because last minute adjustments in the tour may need to be made to account for poor weather conditions or the number of participants in the tour.

Details including starting time and location will be posted to the (CVRWQCB's website at least a day prior to the tour.

FRIDAY, OCTOBER 14, 2016 – 9:00 A.M.

REDDING CITY HALL

**777 Cypress Avenue
Redding, CA 96001**

1. Introductions, Pledge of Allegiance, and approval of minutes of the August 18/19, 2016 Board meeting
2. Meeting Rules and Procedures
3. Board Member Communications – Board Members and the State Board Liaison Member may discuss meetings, communications, correspondence, or other items of general interest relating to matters within the Board's jurisdiction. There will be no voting or formal action taken
4. Public Forum – *Any member of the public may address the Board on any matter within the Board's jurisdiction and not scheduled for consideration at this meeting, or pending before the Board*
5. State Board Liaison update
6. Executive Officer's Report (http://www.waterboards.ca.gov/centralvalley/board_info/exec_officer_reports/)
7. The Board will be asked to approve items 17 through 19 to with no discussion if no one is here to testify about them.

OTHER BUSINESS

8. Discussion of 2017 Board Calendar

ENFORCEMENT

9. California Department of Corrections and Rehabilitation, Deuel Vocational Institution, San Joaquin County – *Consideration of an Administrative Civil Liability Order* [Mohammad Farhad (916) 464-1181]

WASTE DISCHARGE REQUIREMENTS

10. Development of General Waste Discharge Requirements for Timber Harvesting Activities, *Informational Item Only* [Angela Wilson, (530) 224-4856]
11. Development of a Non-Point Source Permit for Federal Lands, *Informational Item Only* [Angela Wilson, (530) 224-4856]
12. Strategy for Regulation of Legacy Mine Discharges, *Informational Item Only* [Marty Hartzell, (916) 464-4630]

455-1016 (1)

Commissioners
Eric Sklar, President
Saint Helena

Jacque Hostler-Carmesin, Vice President
McKinleyville

Anthony C. Williams, Member
Huntington Beach

Russell E. Burns, Member
Napa

Peter S. Silva, Member
Chula Vista

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

(455-1016) Three... - 1 of 18

(916) 653-4899
www.fgc.ca.gov

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

RECEIVED

Clerk/Board of Supervisors

October 5, 2016

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 632, Title 14, California Code of Regulations, relating to tribal take in north coast marine protected areas, which will be published in the California Regulatory Notice Register on October 7, 2016.

Please note the date of the public hearings related to this matter and associated deadlines for receipt of written comments.

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst

Attachment

TITLE 14. Fish and Game Commission Notice of Proposed Changes in Regulations

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200, 202, 205(c), 220, 240, 1590, 1591, 2860, 2861 and 6750, Fish and Game Code; and Sections 36725(a) and 36725(e), Public Resources Code, and to implement, interpret or make specific Sections 200, 202, 205(c), 220, 240, 2861, 5521, 6653, 8420(e) and 8500, Fish and Game Code; and Sections 36700(e), 36710(e), 36725(a) and 36725(e), Public Resources Code, proposes to amend Section 632, Title 14, California Code of Regulations, relating to tribal take in north coast marine protected areas.

Informative Digest/Policy Statement Overview

The Marine Life Protection Act (Fish and Game Code Sections 2850-2863) established a programmatic framework for designating marine protected areas (MPAs) in the form of a statewide network. The Marine Managed Areas Improvement Act (Public Resources Code Sections 36600-36900) standardized the designation of marine managed areas (MMAs), which include MPAs. The overriding goal of these acts is to protect, conserve, and help sustain California's valuable marine resources including maintaining natural biodiversity through adaptive management.

Existing regulations in Section 632, Title 14, California Code of Regulations (CCR) provide definitions, and site-specific area classifications, boundary descriptions, commercial and recreational take restrictions, and other restricted/allowed uses, including exemptions from the area and take regulations for those tribes in the north coast region that submitted factual records of historic and current uses in specific geographies.

Proposed Amendments:

The regulatory text in subsection 632(b)(6) is proposed to be amended to add Cher-Ae Heights Indian Community of the Trinidad Rancheria and Resighini Rancheria to the list of tribes exempt from the area and take regulations for Reading Rock State Marine Conservation Area.

The regulatory text in subsections 632(b)(1) and 632(b)(2) is proposed to be updated to reflect Smith River Rancheria's name change to Tolowa Dee-Ni' Nation.

Other changes are proposed for clarity and consistency

Goals and Benefits of the Proposed Regulations

The proposed regulations will provide clarity and consistency within the regulations and will align current exemptions from the area and take regulations in the north coast

region with factual records of historic and current uses submitted by federally recognized tribes to the Commission.

Consistency with Other State Regulations

The proposed regulations are consistent with regulations concerning sport and commercial fishing and kelp harvest found in Title 14, CCR. The State Water Resources Control Board may designate State Water Quality Protection Areas and the State Park and Recreation Commission may designate State Marine Reserves, State Marine Conservation Areas, State Marine Recreational Management Areas, State Marine Parks and State Marine Cultural Preservation Areas; however, only the Fish and Game Commission has authority to regulate commercial and recreational fishing and any other taking of marine species in MMAs. Fish and Game Commission staff has searched the CCR and has found no other regulations pertaining to authorized activities in MPAs and therefore has determined that the proposed amendments are neither inconsistent, nor incompatible, with existing state regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Red Lion Hotel, 1929 4th Street, Eureka, California, on Wednesday, October 19, 2016, at 8:00 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Hilton Garden Inn San Diego Mission Valley/Stadium, 3805 Murphy Canyon Road, San Diego, California, on Wednesday, December 7, 2016, at 8:00 a.m., or as soon thereafter as the matter may be heard. **Written comments mailed to the address given below or emailed to FGC@fgc.ca.gov must be received before 12:00 noon on December 2, 2016. All comments must be received no later than December 7, 2016, at the hearing in San Diego, California.** If you would like copies of any modifications to this proposal, please include your name and mailing address.

Availability of Documents

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulations in underline and strikeout format can be accessed through our website at www.fgc.ca.gov. The regulations as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Valerie Termini, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Valerie Termini or Sherrie Fonbuena at the preceding address or phone number.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Assessment

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Business, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states because the proposed amendments will neither increase nor decrease recreational or commercial fishing opportunities within marine protected areas..

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment, and Other Benefits:

The Commission does not anticipate any impacts on the creation or elimination of jobs, creation of new businesses, elimination of existing businesses or expansion of businesses in California because these changes will neither increase nor decrease recreational or commercial fishing opportunities within marine protected areas.

The Commission does not anticipate any benefits to the health and welfare of California residents, to worker safety, or the environment.

The proposed regulations will provide clarity and consistency within the regulations and will align current exemptions from the area and take regulations in the north coast region with factual records of historic and current uses submitted by federally recognized tribes to the Commission.

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

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.

(e) Nondiscretionary Costs/Savings to Local Agencies: None.

(f) Programs Mandated on Local Agencies or School Districts: None.

(g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: September 27, 2016

Valerie Termini
Executive Director

455-1016 (2)

Val (455-1016) Three... - 7 of 18

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Fish and Game Commission



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Clerk/Board of Supervisors

15 Day Notice of California Notice Register 2016, No. Z2016-0705-03 Re: Upland Game Bird Special Hunt Drawing and Application

September 30, 2016

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a 15-day continuation notice of the notice of proposed regulatory action to add Section 715 and amend Section 702, Title 14, California Code of Regulations, relating to Upland Game Bird Special Hunt Drawing and Application Fee, which was published in the California Regulatory Notice Register on July 15, 2016. The proposed changes to the originally noticed language are shown in double underline/strikeout underline and are sufficiently related to the originally proposed text.

The changes reflect a reduction in the proposed application fee for the drawing has therefore been reduced from \$5.00 to \$2.25. In response to public comments received at the August 25, 2016 Discussion hearing, the Department of Fish and Wildlife (Department) reevaluated the proposed application fee for the Upland Game Bird Special Hunt Drawing and determined that staff costs for Wildlife Branch personnel are appropriately covered by Upland Game Stamp funds and should not be apportioned to the drawing fee. The number of projected drawing applications was also reduced from 10,000 to 6,200 based on the number of current drawing applications.

The date of the public hearing related to this matter, and associated deadlines for receipt of oral or written comments at the meeting to be held on October 20, 2016 in Eureka has not changed from the original notice. Additional information and all associated documents may be found on the Fish and Game Commission website at www.fgc.ca.gov.

Karen Fothergill, Department of Fish and Wildlife, phone 916-716-1461, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Caren Woodson
Associate Governmental Program Analyst
Attachment

TITLE 14. Fish and Game Commission
AMENDED Notice of Proposed Changes in Regulations

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200, 202, 203, 215, 220, 331, 332 and 1050 of the Fish and Game Code and to implement, interpret or make specific Sections 200, 202, 203, 203.1, 207, 215, 219, 220, 331, 332, 713, 1050, 1055, 1055.1, 1570, 1571, 1572, 1573, 3500, 3682.1, 3683, 3950, 3951, 4302, 4330, 4331, 4332, 4333, 4336, 4340, 4341, 4652, 4653, 4654, 4655, 4657, 4750, 4751, 4752, 4753, 4754, 4755, 4902, 10500 and 10502 of said Code, proposes to amend Section 702 and add Section 715, Title 14, California Code of Regulations, relating to Upland Game Bird Special Hunt Drawing and Application Fee.

Informative Digest/Policy Statement Overview

A new Section 715, Upland Game Bird Special Hunt Drawing, is proposed to establish the application and drawing procedures for wild upland game bird hunt reservations in the Automated License Data System (ALDS). ALDS is the central location for the public to apply for all Department licenses and hunting opportunities. The ALDS drawing process provides more accuracy and flexibility to the public and allows applicants to easily select their first, second and third choice wild bird hunts. A fee of **\$2.25** per application for the Upland Game Bird Special Hunt Drawing is proposed to be added in Section 702.

Benefits of the regulations

The Commission anticipates benefits to the health and welfare of California residents. ALDS provides a single location for the public to apply for all department hunts including big game and waterfowl hunting opportunities. Data collected and compiled through ALDS will be accessible in a consistent format for the Department's use. Adding the Upland Game Bird Special Hunt Drawing to ALDS will provide the same benefits of fairness and flexibility as well as important information necessary to properly manage upland game bird populations.

The Commission anticipates benefits to the State's environment in the sustainable management of natural resources. The proposed regulation could reduce the time required to apply for Upland Game special hunting opportunities and will improve the accuracy of the data collection. Adoption of regulations to increase sustainable hunting opportunity provides for the maintenance of sufficient populations of upland game birds to ensure their continued existence.

Non-monetary benefits to the public

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

and government.

Consistency with State or Federal Regulations

The Fish and Game Commission, pursuant to Fish and Game Code Sections 200, 202 and 203, has the sole authority to regulate hunting in California. Commission staff has searched the California Code of Regulations and has found the proposed changes pertaining to reservation drawing selection for wild upland game bird hunting opportunities through ALDS to be consistent with the provisions of Title 14. Therefore the Commission has determined that the proposed amendments are neither inconsistent nor incompatible with existing state regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Lake Natoma Inn Hotel & Conference Center, 702 Gold Lake Drive, in Folsom, California, on Wednesday August 25, 2016, at 8:00 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Red Lion Inn, 1929 4th Street, Eureka, California, on Wednesday, October 20, 2016, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before October 6, 2016, at the address given below, or by email to FGC@fgc.ca.gov. **Written comments mailed, or emailed to the Commission office, must be received before 5:00 p.m. on October 14, 2016.** All comments must be received no later than **October 20, 2016**, at the hearing in Eureka, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Valerie Termini, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Valerie Termini or Caren Woodson at the preceding address or phone number. **Karen Fothergill, Department of Fish and Wildlife, phone (916) 716-1461 or email Karen.Fothergill@wildlife.ca.gov, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, the regulatory language, the Notice, and other rulemaking documents, may be obtained from either the address above or on the Commission's website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Assessment

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Business, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The proposed action automates an existing hunt drawing process through the use of ALDS. This proposal is economically neutral to business.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission anticipates benefits to the health and welfare of California residents. ALDS provides a single location for the public to apply for all department hunts including big game and waterfowl hunting opportunities. Data collected and compiled through ALDS will be accessible in a consistent format for the Department's use. Adding the Upland Game Bird Special Hunt Drawing to ALDS will provide the same benefits of fairness and flexibility as well as important information necessary to properly manage upland game bird populations.

The Commission anticipates benefits to the State's environment in the sustainable management of natural resources. The proposed regulation could reduce the time required to apply for Upland Game special hunting opportunities and will improve the accuracy of the data collection. Adoption of regulations to increase sustainable hunting opportunity provides for the maintenance of sufficient populations of upland game birds to ensure their continued existence. The Commission does not anticipate any impacts on the creation or elimination

of jobs, the creation of new business, the elimination of existing businesses, or the expansion of businesses in California. The Commission does not anticipate any benefits to worker safety.

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

The Department proposes a modest fee to recover reasonable costs of the drawing as required by statute. The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.

(e) Nondiscretionary Costs/Savings to Local Agencies: None.

(f) Programs Mandated on Local Agencies or School Districts: None.

(g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations will not affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Valerie Termini
Executive Director

Dated: September 30, 2016

455-1016 (3)

(455-1016) Three... - 12 of 18

1415 Ninth Street, Room 1320
Sacramento, CA 95814
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Russell E. Burns, Member

Napa

Peter S. Silva, Member

Chula Vista

STATE OF CALIFORNIA
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September 30, 2016

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action to add Section 748.6, Title 14, California Code of Regulations, relating to standards for imposing penalty enhancements for illegal take of game with defined characteristics, which will be published in the California Regulatory Notice Register on September 30, 2016.

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

Captain Patrick Foy, Law Enforcement Division, Department of Fish and Wildlife, phone 916-651-6692, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Caren Woodson
Associate Governmental Program Analyst

Attachment

TITLE 14. Fish and Game Commission Notice of Proposed Changes in Regulations

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Section 12013.3 of the Fish and Game Code and to implement, interpret or make specific Section 12013.3 of said Code, proposes to add Section 748.6, Title 14, California Code of Regulations, relating to establishing standards for imposing penalty enhancements for illegal take of game with defined characteristics.

Informative Digest/Policy Statement Overview

The Fish and Game Commission (Commission) proposes to implement the provisions of Fish and Game Code Section 12013.3 by adopting definitions of "trophy" deer, elk, antelope, bighorn sheep, and wild turkey for the purpose of enhanced fines and penalties for poaching animals meeting specified criteria as required below.

"(b) The Commission shall adopt regulations to implement this section, including establishing a trophy designation and monetary value based on the size or related characteristics of deer, elk, antelope, bighorn sheep, and wild turkey."

This rulemaking process proposes to add Section 748.6 to Title 14, California Code of Regulations, to establish standards that can be used by the courts when imposing criminal fines in cases where individuals are convicted of the violations set forth in Fish and Game Code section 12013.3.

Summary of Proposed Additions

The Commission is proposing the following regulatory changes:

Add Subsection (a) of Section 748.6

For purposes of implementing the penalty enhancements set forth in Fish and Game Code section 12013.3, the following subsections will be added to Title 14 and animals meeting the criteria specified will be designated as trophies:

Add subsection (1) In deer hunting zones A, all B zones, D10, D11, D13, D15, and D16, any deer with four or more points on either antler (excluding eye guards) or with an outside antler spread of at least sixteen inches. In all other deer hunting zones (all X zones, all C zones, and zones D3, D4, D5, D6, D7, D8, D9, D12, D14, D 17, D19), any deer with four or more points on either antler (excluding eye guards) or with an outside antler spread of at least twenty-two inches.

For purposes of establishing a trophy standard for deer, California's deer hunting zones are divided into two groups each with a different standard that qualifies as a trophy.

Deer zones A, all B zones, D10, D11, D13, D15, D16: Deer having four or more points on at least one side not including eye guards or an outside spread of 16 inches or greater.

For all X zones and all C zones, and zones D3, D4, D5, D6, D7, D8, D9, D12, D14, D 17, D19 (there is no D18 zone): Deer having four or more points on at least one side not including eye guards or an outside spread of 22 inches or greater.

Add subsection (2) Any elk with five or more points on either antler (including eye guards);

The standard for seven of the eight western states that have standards for elk was either five or six antler points on at least one side. In California, public outreach to elk hunting and wildlife management groups consistently supported a standard of at least five points on one side. A standard of five points on one side is a preferred and widely regarded as a trophy quality elk in California.

Add subsection (3) Any pronghorn antelope with a horn that is at least fourteen inches in length;

The standard for seven of the eight western states that have standards for antelope was a 14-inch horn on at least one side. In California, public outreach to big game hunting and wildlife management groups consistently supported a standard of at least one horn greater than or equal to 14 inches on one side. A 14-inch standard on at least one side is preferred and widely regarded as a trophy quality antelope.

Add subsection (4) Any bighorn sheep ram as defined as follows: a male bighorn sheep (Ovis canadensis) having at least one horn, the tip of which extends beyond a point in a straight line beginning at the front (anterior) edge of the horn base, and extending downward through the rear (posterior) edge of the visible portion of the eye and continuing downward through the horn. All reference points are based on viewing the ram directly from a 90 degree angle from which the head is facing.

The standards for bighorn sheep horn size in six of the western states surveyed were between a one-half to three-quarter curl on at least one side. Measurement standards vary with how those curl sizes are measured, however. California hunters who are drawn via lottery to hunt bighorn sheep have been held to a very high standard since sheep hunting was authorized. The standard for measurement is inflexible, is reliable for hunters on a visual basis, and is within the range of the one-half to three-quarter size curl standard used in several other states.

The Commission proposes to use the standard similar to what is stated in Section 362(c), Title 14, CCR. Relying upon strict language in 362(c), Title 14, CCR, however, would inadvertently omit Sierra Nevada bighorn sheep, a protected endangered species that is not hunted in California, so the language is modified to apply to all bighorn sheep in California.

A mature bighorn sheep ram is defined as follows: a male bighorn sheep (*Ovis canadensis*) having at least one horn, the tip of which extends beyond a point in a straight line beginning at the front (anterior) edge of the horn base, and extending downward through the rear (posterior) edge of the visible portion of the eye and continuing downward through the horn. All reference points are based on viewing the ram directly from a 90 degree angle from which the head is facing.

Add subsection (5) Any wild turkey with either a spur that is at least one inch in length, or a beard (measured by the longest strand of one or more beards) that is eight or more inches.

No other state uses a measurement standard for wild turkey, so the Department proposed and solicited input from several representatives of various non-governmental hunting and wildlife conservation organizations.

The two most reliable reference points for measuring wild turkey used by hunters and biologists

are the beard and spur lengths. The wild turkey beard is most prevalent on the males, is similar in look to a long tuft of hair, hence the term "beard" but in actuality is a group of modified feathers. Between 10 and 20 percent of females also have beards, but they are not usually as long, and an even lower percentage of hens have spurs.

The average lifespan of wild turkey is three years and it takes the average male bird, called a Tom, this long to develop a beard to reach a length of eight or more inches, and for the spurs to reach a length of at least one inch. Most hunters consider a bird with either of these two physical characteristics of this size a "trophy" sized animal.

Add Subsection (b) of Section 748.6

For purposes of measuring the attributes listed in Subsection (a) Section 748.6, to designate a game mammal or wild turkey a trophy, the following subsections will be added to Title 14:

Definitions.

- (1) A point is a projection of the antler at least one inch long and longer than the width of its base.*
- (2) The outside antler spread is measured between perpendiculars at a right angle to the center line of the skull at the widest part, whether across the main beams or points.*
- (3) An eye guard is a projection on the lower one-third of the antler.*
- (4) The length of a pronghorn antelope horn is measured with a flexible measuring tape along the center of the outer curve from the tip of the horn to a point in line with the lowest edge base, using a straight edge to establish the line end.*
- (5) The length of a wild turkey's beard is the distance from the turkey's skin to the tip of the longest strand of one or more beards, and the length of a spur is measured along the outside curve of the spur.*

The definitions section clarifies how the size characteristics are technically defined. They rely upon commonly used measurement standards in the hunting and outdoors industry, as well as insure that the regulations are clear and legally enforceable.

Add Subsection (c) of Section 748.6

For purposes of assessing penalties as set forth in Fish and Game Code section 12013.3(a), the following subsection will be added to Title 14 to aid in determining the appropriate fine within the range:

In determining the monetary value of any fine imposed pursuant to Fish and Game Code section 12013.3, courts should consider the totality of the circumstances, including but not limited to, the degree to which the standards set forth in subsection (a) are exceeded, and any prior violations of the defendant.

This subsection will implement Fish and Game Code Section 12013.3 by encouraging courts to consider the degree by which the trophy standards are exceeded in determining the amount of criminal fines.

Benefits of the Proposed Regulations

The Commission anticipates benefits to the health and welfare of California residents. Participation in hunting opportunities and the general positive support from representatives of legitimate ethical hunting organizations fosters conservation through education and appreciation

of California's wildlife.

The Commission anticipates benefits to the environment by initiating a greater deterrence to poaching crimes and increased penalties associated with poaching offenders. It is the policy of the State to encourage the conservation, maintenance, and utilization of its living resources. The proposed regulations will further this core objective.

Consistency and Compatibility with Existing Regulations

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. The Legislature has delegated authority to the Commission to adopt hunting regulations (Fish and Game Code, sections 200, 202 and 205). The proposed regulations are consistent with general hunting regulations in Chapters 1 and 3 of Subdivision 2 of Division 1, Title 14, CCR. No other State agency has authority to regulate the methods and the manner by which wildlife may be taken.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Hilton Garden Inn San Diego Mission Valley/Stadium, at 3805 Murphy Canyon Road, in San Diego, California, on December 8, 2016, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before November 22, 2016, at the address given below, or by email to FGC@fgc.ca.gov. Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on December 2, 2016. All comments must be received no later than December 8, 2016, at the hearing in San Diego, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

Availability of Documents

The rulemaking file, which includes the text of the regulations, Initial Statement of Reasons, as well as all related documents upon which the proposal is based, are on file and available for public review from the agency representative, Valerie Termini, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Valerie Termini or Caren Woodson at the preceding address or phone number. **Captain Patrick Foy, Law Enforcement Division, Department of Fish and Wildlife, phone 916-651-6692, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout can be accessed through our website at <http://www.fgc.ca.gov>.

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Assessment

The potential for fiscal and economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Business, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states, because the proposed regulations only imposes penalty enhancements for activity which is already illegal.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission does not anticipate any significant impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California because the proposed regulations do not add new uses or remove existing uses.

The Commission anticipates benefits to the health and welfare of California residents. Participation in hunting opportunities and the general positive support from representatives of legitimate ethical hunting organizations fosters conservation through education and appreciation of California's wildlife.

The Commission does not anticipate any benefits to worker safety.

The Commission anticipates benefits to the State's environment. It is the policy of the State to encourage the conservation, maintenance, and utilization of the living resources. The proposed action will further this core objective.

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

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.

- (e) Nondiscretionary Costs/Savings to Local Agencies: None.

- (f) Programs Mandated on Local Agencies or School Districts: None.

- (g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.
- (h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Dated: August 30, 2016

Valerie Termini
Executive Director

The County of Yuba

Auditor-Controller

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

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



October 6, 2016

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

Honorable Members:

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

NORTH YUBA WATER DISTRICT
NORTH YUBA WATER DISTRICT

JUNE 30, 2015
JUNE 30, 2014

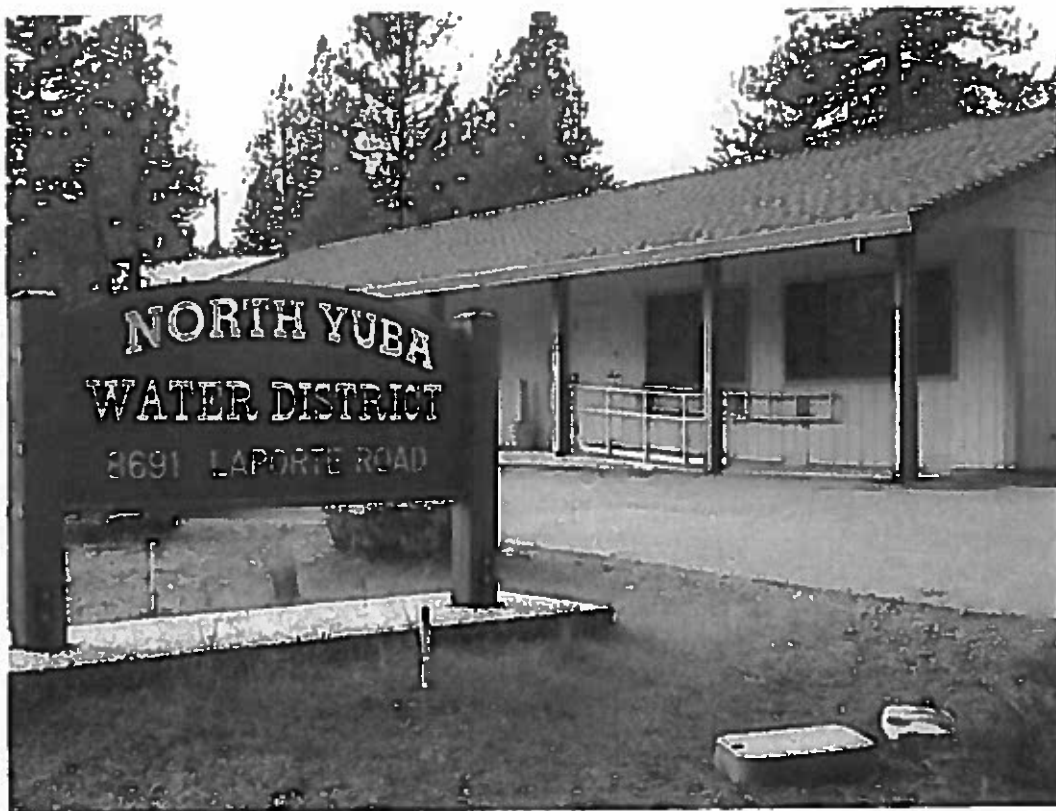
Yours truly,

C. Richard Eberle
Auditor-Controller

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NORTH YUBA WATER DISTRICT
FINANCIAL STATEMENTS AND
INDEPENDENT AUDITOR'S REPORT

June 30, 2015 and 2014



NORTH YUBA WATER DISTRICT**TABLE OF CONTENTS**

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NORTH YUBA WATER DISTRICT
Management Discussion and Analysis
June 30, 2015 and 2014

Our discussion and analysis of the North Yuba Water District's financial performance provides an overview of the District's financial activities for the year ended June 30, 2015. Please, read it in conjunction with the District's basic financial statements, which begin on page 7.

Basic Financial Statements

The District's basic financial statements include four components:

- Balance Sheet
- Statement of Revenues, Expenses, Changes in Net Position
- Statement of Cash Flows
- Notes to the Financial Statements

The balance sheet includes all of the District's assets and liabilities, with the difference between the two reported as net position.

The balance sheet provides the basis for evaluating the capital structure of the District and assessing its liquidity and financial flexibility.

The statement of revenues, expenses and changes in net position presents information which shows how the District's net position changed during each year. All of the year's revenues and expenses are recorded when the underlying transaction occurs, regardless of the timing of the related cash flows. The statement of revenues, expenses, and changes in net position measures the success of the District's operations during the year and determine whether the District has recovered its costs through user fees and other charges.

The statement of cash flows provides information regarding the District's cash receipts and cash disbursements during the year. This statement reports cash activity in four categories:

- Operating
- Noncapital Financing
- Capital Financing and Related Financing
- Investing

The statement of cash flows differentiates from the statement of revenues, expenses and changes in net position by accounting for transactions that result in cash receipts and cash disbursements. The notes to the financial statements provide a description of the accounting policies used to prepare the financial statements and present material disclosures required by generally accepted accounting principles that are not otherwise present in the financial statements.

NORTH YUBA WATER DISTRICT
Management Discussion and Analysis
June 30, 2015 and 2014

Financial Highlights

During the year ended June 30, 2015, the District's net position decreased by \$2,127,892 or 101.73%. The District's operating revenues decreased by \$1,932,550 or 59.99%, and operating expenses decreased by \$62,570 or 3.48%. Non-operating revenues were \$410,360. The change in net position was \$(36,132).

Financial Analysis of the District

Net Position - the District's net position decreased by \$36,132 between fiscal years 2015 and 2014, from \$6,045,058 to \$6,008,926. Net position invested in capital assets, less accumulated depreciation, decreased by \$217,087 because the District have made payments on debt related to capital assets.

BALANCE SHEET

	<u>2015</u>	<u>2014</u>	<u>Dollar Change</u>	<u>Percent Change</u>
Current Assets	\$ 1,682,076	\$ 2,760,367	\$ (1,078,291)	-39.06%
Capital Assets-Net	4,644,760	4,656,279	(11,519)	-0.25%
Restricted Assets	1,316,947	412,381	904,566	219.35%
 Total Assets	 <u>\$7,643,783</u>	 <u>\$7,829,027</u>	 <u>\$ (185,244)</u>	 <u>180.04%</u>
 Liabilities	 <u>\$ 1,634,857</u>	 <u>\$ 1,783,969</u>	 <u>\$ (149,112)</u>	 <u>-8.36%</u>
 Total Liabilities	 <u>1,634,857</u>	 <u>1,783,969</u>	 <u>(149,112)</u>	 <u>-8.36%</u>
 Invested in Capital Assets, Net of Related Debt	 3,136,685	 3,353,772	 (217,087)	 -6.47%
Restricted	68,643	66,827	1,816	2.72%
Unrestricted	2,803,598	2,624,459	179,139	6.83%
 Total Net Position	 <u>6,008,926</u>	 <u>6,045,058</u>	 <u>(36,132)</u>	 <u>3.07%</u>
 Total Liabilities and Net Position	 <u>\$7,643,783</u>	 <u>\$7,829,027</u>	 <u>\$ (185,244)</u>	 <u>-2.37%</u>

NORTH YUBA WATER DISTRICT
Management Discussion and Analysis
June 30, 2015 and 2014

Financial Analysis of the District (Continued)

Statement of Revenues, Expenses, and Changes in Net Position				
	<u>2015</u>	<u>2014</u>	<u>Dollar Change</u>	<u>Percent Change</u>
Revenue				
Operating Income	1,288,823	3,221,373	(1,932,550)	-59.99%
Non-Operating Income	410,360	668,272	(257,912)	-38.59%
 Total Revenue	<u>\$ 1,699,183</u>	<u>\$ 3,889,645</u>	<u>\$ (2,190,462)</u>	<u>-98.59%</u>
 Operating Expenses				
Water Supply, Treatment, Distribution	928,693	864,086	64,607	0.00%
Administration Expenses	669,963	797,678	(127,715)	0.00%
Depreciation	136,659	136,121	538	0.00%
 Total Expenses	<u>1,735,315</u>	<u>1,797,885</u>	<u>(62,570)</u>	<u>-3.48%</u>
 Changes in Net Position	<u>(36,132)</u>	<u>2,091,760</u>	<u>(2,127,892)</u>	<u>-101.73%</u>
 Net Assets- Beginning of Year	<u>6,045,058</u>	<u>3,953,298</u>	<u>2,091,760</u>	<u>52.91%</u>
 Net Assets- End of Year	<u>\$ 6,008,926</u>	<u>\$ 6,045,058</u>	<u>\$ (36,132)</u>	<u>-0.60%</u>

Capital Assets

At June 30, 2015, District invested in capital assets, net of related debt was \$3,136,685. The District purchased \$125,302 of capital assets during fiscal year end June 30, 2015. For the year ended June 30, 2015, depreciation expense was \$136,659. Capital assets, net of accumulated depreciation were decreased by \$11,351.

Capital Debt

At June 30, 2015, the District's long-term debt outstanding was \$1,508,075. Long-term debt decreased by \$170,323 for fiscal year ended June 30, 2015.

NORTH YUBA WATER DISTRICT
Management Discussion and Analysis
June 30, 2015 and 2014

Economic Factors

The District incurred a \$446,492 operating loss during fiscal year 2015, and a \$1,615,216 operating income during fiscal year 2014. Operating income for fiscal year 2015 decreased primarily from decreased revenue from power sales. Power revenue varies significantly from year to year dependent upon hydrological and other factors. The operating loss for fiscal year 2015 is offset by non-operating income of \$410,360 resulting in an overall decrease in net position of \$36,132.

Contacting the District's Financial Management

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have any questions regarding this report or need additional financial information, please contact North Yuba Water District, P.O. Box 299, Brownsville, CA 95919



Blomberg & Griffin Accountancy Corporation
Certified Public Accountant

INDEPENDENTS AUDITOR'S REPORT

To the Board of Directors
North Yuba Water District
Brownsville, CA

Report on the Financial Statements

We have audited the accompanying financial statements of North Yuba Water District as of and for the year ended June 30, 2015 and 2014 and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the North Yuba Water District, as of June 30, 2015 and 2014 and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America

Other Matters**Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 1 thru 4 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated January 19, 2016, on our consideration of the North Yuba Water District internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering North Yuba Water District internal control over financial reporting and compliance.



Blomberg & Griffin A.C.
Stockton, CA
January 19, 2016

NORTH YUBA WATER DISTRICT
Balance Sheet
June 30, 2015 and 2014

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ASSETS		
	<u>2015</u>	<u>2014</u>
CURRENT ASSETS		
Cash in Bank	\$ 256,009	\$ 2,467,558
Cash in County	1,369,270	231,306
Accounts Receivable (net allowance of -0-)	22,806	23,965
Interest Receivable	-	-
Inventory	25,304	27,712
Prepaid Expenses	8,687	9,826
Total Current Assets	<u>1,682,076</u>	<u>2,760,367</u>
CAPITAL ASSETS AT COST		
Property and Equipment	6,129,372	6,125,673
Less Accumulated Depreciation	<u>(3,656,517)</u>	<u>(3,519,697)</u>
Net Property and Equipment	2,472,855	2,605,976
Construction in Progress	1,796,014	1,674,412
Land for Future Use	<u>375,891</u>	<u>375,891</u>
Total Capital Assets - Net	<u>4,644,760</u>	<u>4,656,279</u>
Restricted Assets		
Cash with County	781,219	27,701
Tunk Project - Cash	107,936	107,725
Capital Improvement Project	182,213	181,857
Saving Money Market	150,294	-
Reserve - Savings	<u>95,285</u>	<u>95,098</u>
Total Restricted Assets	<u>1,316,947</u>	<u>412,381</u>
TOTAL ASSETS	<u>\$ 7,643,783</u>	<u>\$ 7,829,027</u>
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Accounts Payable	\$ 30,666	\$ 12,785
Accrued Interest	6,906	8,117
Compensated Absences	48,474	47,476
Customer Deposits	40,736	37,193
Current Position of Long-Term Debt	<u>178,207</u>	<u>170,203</u>
Total Current Liabilities	<u>304,989</u>	<u>275,774</u>
Long-Term Debt, Net of Current Portion	<u>1,329,868</u>	<u>1,508,195</u>
Total Liabilities	<u>1,634,857</u>	<u>1,783,969</u>
NET POSITION		
Invested in Capital Assets, Net of Related Debt	3,136,685	2,977,881
Restricted	1,316,947	412,381
Unrestricted	<u>1,555,294</u>	<u>2,654,796</u>
Total Net Position	<u>6,008,926</u>	<u>6,045,058</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 7,643,783</u>	<u>\$ 7,829,027</u>

See accompanying notes to the financial statements

NORTH YUBA WATER DISTRICT
Statement of Revenues, Expenses, and Changes in Net Position
For the Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
OPERATING REVENUES		
Domestic	\$ 227,600	\$ 240,454
Power Revenue	709,000	2,848,677
Resale	323,145	322,245
Other	29,078	1,725
	<u>1,288,823</u>	<u>3,413,101</u>
OPERATING EXPENSES		
Source of Supply	424,385	472,965
Water Treatment	181,938	183,716
Transmission & Distribution	322,370	207,405
Administrative & General	669,963	797,678
Depreciation	136,659	136,121
	<u>1,735,315</u>	<u>1,797,885</u>
Total Operating Expenses	<u>1,735,315</u>	<u>1,797,885</u>
Net Income (Loss) from Operations	<u>(446,492)</u>	<u>1,615,216</u>
NON-OPERATING REVENUES (EXPENSES)		
Tax Revenue	345,497	336,821
Interest Income	11,016	3,259
Assessment for Debt Service	67,443	66,214
Interest Expense	(25,029)	(29,257)
Timber Sales	11,433	99,507
	<u>410,360</u>	<u>476,544</u>
Total Non-Operating Income	<u>410,360</u>	<u>476,544</u>
Changes in Net Position	(36,132)	2,091,760
Net Position - Beginning of Year	<u>6,045,058</u>	<u>3,953,298</u>
NET POSITION - END OF YEAR	<u><u>\$ 6,008,926</u></u>	<u><u>\$ 6,045,058</u></u>

See accompanying notes to the financial statements

NORTH YUBA WATER DISTRICT
Statement of Cash Flows
For the Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash Receipts from Customers	\$ 1,292,661	\$ 3,597,529
Cash Payments to Suppliers	(1,062,919)	(1,346,006)
Cash Payments to Employees	(513,658)	(543,970)
Net Cash Provided (Used) by Operating Activities	<u>(283,916)</u>	<u>1,707,553</u>
CASH FLOWS FROM NON-CAPITAL ACTIVITIES:		
Receipts from Taxes, Assessments, and Nonoperating Revenue Less Other Nonoperating Expenses	<u>424,535</u>	<u>502,542</u>
Net Cash Provided (Used) by Non-Capital Activities	<u>424,535</u>	<u>502,542</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Purchase of Capital Assets	(125,302)	(253,271)
Principal Paid on Capital Debt	(170,323)	(163,276)
Interest Paid on Capital Debt	(25,029)	(29,257)
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(320,654)</u>	<u>(445,804)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Interest Income	<u>11,016</u>	<u>3,259</u>
Net Cash Provided (Used) by Investing Activities	<u>11,016</u>	<u>3,259</u>
Prior Period Adjustment	-	-
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	<u>(169,019)</u>	<u>1,767,550</u>
CASH - BEGINNING OF YEAR	<u>3,111,245</u>	<u>1,343,695</u>
CASH - END OF YEAR	<u><u>\$ 2,942,226</u></u>	<u><u>\$ 3,111,245</u></u>
RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Net Operating Income (Loss)	\$ (446,492)	\$ 1,615,216
Adjustments to Reconcile Operating Loss to Net Cash Provided by Operating Activities:		
Depreciation	136,659	136,121
Change in Assets and Liabilities:		
Accounts Receivable	1,159	2,148
Inventory	2,408	(5,047)
Prepaid Expenses and Other Current Assets	1,139	(3,855)
Accounts Payable	17,881	(11,276)
Deposits	3,543	(9,448)
Accrued Expenses and Other Liabilities	<u>(213)</u>	<u>(16,306)</u>
Net Cash Provided by (used for) Operating Activities	<u><u>\$ (283,916)</u></u>	<u><u>\$ 1,707,553</u></u>

See accompanying notes to the financial statements

NORTH YUBA WATER DISTRICT

Notes to Financial Statements

June 30, 2015 and 2014

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1. Organization:

The North Yuba Water District (the "District") was formed on July 22, 1952 under California law for the purpose of providing domestic (treated) and irrigation (untreated) water service within the District boundaries. The earlier years of the District's existence were spent resolving water rights disputes against the Oroville-Wyandotte Irrigation District. A lengthy series of hearings resulted in State Decisions D-838 and D-907 and culminated with the March 8, 1958 and December 9, 1959 Agreements with OWID. The 1959 agreement was amended in 1965 and then superseded in 2005 by the NYWD/SFWPA agreement discussed in item 9 below.

There are five improvement Districts within the North Yuba Water District. Improvement District #1 was formed on March 25, 1964 for the irrigation service area. Improvement District #2 was formed on September 10, 1966 for the domestic service area. Improvement District #3 was formed on April 30, 1968 for the Forbestown water distribution system. Improvement District #5 was formed on July 19, 1974 for the New York House Road water distribution system. Improvement District #6 was formed on February 3, 1979 for the Rackerby water distribution system. At this time, the District serves domestic water to approximately 770 active services in or near the communities of Brownsville, Challenge, Forbestown, and Rackerby, and serves irrigation water to 110 active services in the Dobbins-Oregon House area.

The North Yuba Water District is governed by a five member Board of Directors, elected by division, who set District policy. Subject to the Board's direction, the overall operation and administration of the District is conducted under the authority of the General Manager/Secretary.

2. Summary of Significant Accounting Policies:

The accounting policies of North Yuba Water District conform to generally accepted accounting principles applicable to enterprise funds. The District applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

Fund Accounting

The District is an enterprise fund. All operations are accounted as an enterprise fund.

Enterprise Fund – The enterprise fund is used to account for water operations that are financed and operated in a manner similar to private business enterprises. The intent of the District is that the costs (expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges.

NORTH YUBA WATER DISTRICT
Notes to Financial Statements
June 30, 2015 and 2014

2. Summary of Significant Accounting Policies (continued):

Basis of Accounting

The basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The District's books and accounts are based upon the Uniform System of Accounts for Public Utilities as prescribed by the Division of Local Government Fiscal Affairs of the State of California. The records are maintained and the accompanying financial statements are presented on the accrual basis of accounting.

Operating revenues and expenses, such as water sales along with water purchases, result from exchange transactions associated with the principal activity of the District. Exchange transactions are those in which each party receives and gives up essentially equal values. Management, administration, and depreciation expenses are also considered operating expenses. Other revenues and expenses not included in the above categories are reported as non-operating revenues and expenses. Non-operating revenues and expenses, such as grant funding, investment income, and interest expense, result from non-exchange transactions, in which, the District gives (receives) value without directly receiving (giving) value in exchange.

Inventories

Inventories have been valued at the lower of cost (first in, first out) or market.

Depreciation

Utility, plant, and equipment are recorded on the basis of purchase cost. Assets acquired by contributions are recorded at estimated cost or fair market value at the date of acquisition.

Depreciation is calculated by the straight-line method over the estimated useful lives of 3 to 50 years.

Interest Capitalization

Interest costs are charged to construction projects during the period of construction.

Statement of Cash Flows

All highly liquid investments with a maturity of three months or less when purchased, are considered to be cash equivalents.

NORTH YUBA WATER DISTRICT
Notes to Financial Statements
June 30, 2015 and 2014

2. Summary of Significant Accounting Policies (continued):

Compensated Absences

Vested or accumulated vacation leave, comp. time, and sick pay that is expected to be liquidated with expendable available financial resources is reported as a current liability.

Budget and Budgetary Accounting

The Board of Directors annually adopts an operating budget. The operating budget is prepared on the accrual basis to match the operating statements.

Tax Revenue

Property tax revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The District considers property tax revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Cash

The District holds its cash in the County of Yuba Treasury. The County maintains a cash and investment pool and allocates interest to the various funds based upon the average monthly cash balances. The funds held by the County can be withdrawn on demand. Information regarding categorization of investments can be found in the County of Yuba statements. The District also maintains an interest-bearing account with a local bank.

Use of Estimates

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

NORTH YUBA WATER DISTRICT
Notes to Financial Statements
June 30, 2015 and 2014

3. Cash:

At year-end June 30, 2014 the carrying amount of the District's deposits was \$2,852,239. All of the bank balances were covered by Federal Depository Insurance and collateral held in the pledging bank's trust department. At year-end June 30, 2015 the carrying amount was \$791,207.

At year-end June 30, 2014 cash with a carrying amount of \$259,006 was held by Yuba County in the District's name. At year-end June 30, 2015 the amount was \$2,150,189.

	Balance June 30, 2015	Balance June 30, 2014
Petty Cash	\$ 830	\$ 530
Cash in Checking - Unrestricted	255,179	2,467,029
- Restricted - Tank	290,149	289,582
Cash with County - Unrestricted	1,054,741	231,305
- Restricted	1,095,748	27,701
Cash In Savings - Reserve	245,579	95,098
Total	<u>\$ 2,942,226</u>	<u>\$ 3,111,245</u>

4. Capital Assets:

Changes in capital assets for the years ended June 30, 2014 and 2015 are as follows:

	Balance July 1, 2013	2014 Additions	Balance June 30, 2014	2015 Additions	Balance, June 30, 2015
Organizational Costs	\$ 4,510	\$ -	\$ 4,510	\$ -	\$ 4,510
Water Rights	138,841	-	138,841	-	138,841
Land	142,037	-	142,037	-	142,037
Source of Supply plant	73,805	-	73,805	-	73,805
Pumping Plant	63,526	-	63,526	-	63,526
Water Treatment Plant	2,278,419	-	2,278,419	-	2,278,419
Transportation and Distribution System	2,341,096	-	2,341,096	-	2,341,096
General Plant and Equipment	1,078,504	4,935	1,083,439	3,699	1,087,138
Total Capital Assets	<u>\$ 6,120,738</u>	<u>\$ 4,935</u>	<u>\$ 6,125,673</u>	<u>\$ 3,699</u>	<u>\$ 6,129,372</u>

NORTH YUBA WATER DISTRICT
Notes to Financial Statements
June 30, 2015 and 2014

5. Long Term – Debt:

The following is a summary of the long-term debt transactions for the years ended June 30, 2015 and 2014:

	Balance June 30, 2014	Debit Retired	Balance June 30, 2015	Current Portion
Safe Drinking Water Contract	\$ 198,701	\$ 46,164	\$ 152,537	\$ 48,618
Energy Drought Relief Repayment Contract of 1977 (Rackerby Improvement Loan)	29,823	7,049	22,774	7,382
Yuba County Water Agency Consolidation	429,237	51,558	377,679	53,732
Water Tank Loan	1,020,637	65,432	955,205	68,475
	<u>\$ 1,678,398</u>	<u>\$ 170,203</u>	<u>\$ 1,508,195</u>	<u>\$ 178,207</u>

Long-term debt maturities for the succeeding five fiscal years are as follows:

Year Ended June 30

	<u>Principal</u>
2016	178,208
2017	189,132
2018-2022	731,492
2023-2026	409,363
	<u>\$ 1,508,195</u>

Long-term debt payable at June 30, 2015 is comprised of the following:

Safe Drinking Water Contract

Pursuant to the California Safe Drinking Water Bond Law of 1984, the District entered into a contract with the State of California Department of Water Resources on June 4, 1987. This construction loan was used to finance improvements in the District's domestic water system in order to meet minimum safe drinking water standards. The loan bears interest at 4.1439% and has semi-annual principal and interest payments due on April 1 and October 1 through 2018.

NORTH YUBA WATER DISTRICT
Notes to Financial Statements
June 30, 2015 and 2014

5. Long-Term Debt (continued):

Rackerby Improvement Loan

Resolution No. 78-340 authorized a loan in the amount of \$145,300. The proceeds of the loan were used to finance the construction of a water system and facility to supply water to the Rackerby Water Line Extension Project.

Resolution No. 79-346 declared the formation of improvement District No. 6 which was formed to serve the Rackerby sub-service area.

The loan bears interest at 5% with annual principal and interest payments of \$8,540 due on January 1 through 2018.

Loans from Yuba County Water Agency

Gunite Loan

The District borrowed \$239,539 to Gunite portions of the Dobbins-Oregon House Canal, which will conserve water which was being lost to seepage, deep percolation and evaporation. The project was completed in March, 1993.

On February 14, 2012 the principal balance owing of \$239,539 plus accumulated interest of \$199,834 was consolidated into one loan with Yuba County Water Agency.

Forbestown Ditch Loan

The District had incurred \$96,994 of costs at June 30, 2011 to pay for engineering and environmental studies for rehabilitation feasibility studies of the Forbestown Pipeline Project.

On February 14, 2012 the balance of this Forbestown Ditch loan in the amount of \$99,349, including interest, was consolidated into one loan with Yuba County Water Agency.

Consolidated Loan

The District consolidated the Gunite loan (including interest) and the Forbestown into a new loan of \$538,722 payable through November, 2021. The loan requires quarterly payments of \$17,000 (in February, May, August and November each year) including interest. This loan bears interest at the average rate paid by County Treasurer for preceding 12 months adjusted every April 1 (not less than 4%). This note is secured by a rate covenant.

NORTH YUBA WATER DISTRICT**Notes to Financial Statements****June 30, 2015 and 2014**

(456-1016) Lette... - 19 of 26

5. Long-Term Debt (continued):**Loan -Forbestown Water Storage Tank Replacements Project**

On March 1, 2011 the District borrowed \$1,200,000 from Municipal Finance Corporation under an installment sales agreement in order to construct certain improvements to the water supply facilities.

This \$1,200,000 is to be paid in annual installments of \$112,892 including 4.65% interest, beginning June 10, 2012 through June 10, 2026.

The District has pledged "net revenues" (as defined by the agreement) as collateral.

6. Restricted County Cash

Cash held in reserve with the County of Yuba at June 30, pursuant to the requirements of the District's loan and bond indebtedness agreements is:

	<u>13,110</u>	<u>13,014</u>
Balance at June 30, 2015 in reserve accounts which were established by the Board of Directors for facility fees associated with the upgrade and expansion of the domestic and irrigation systems	6,835	6,785
Restricted balances that were created by annexation fees	94	93
Board of Directors designated reserve for for capital improvement.	756,096	2,763
Board of Directors designated reserve for office equipment replacement	<u>5,084</u>	<u>5,046</u>
	<u>\$ 781,219</u>	<u>\$ 27,701</u>

NORTH YUBA WATER DISTRICT
Notes to Financial Statements
June 30, 2015 and 2014

7. Retirement Plan:

On July 1, 1995 the District entered into a pension plan with Laborers' International Union of North America, National Pension Fund. The District pays \$1.60 for every regular hour worked (173.5 average per month) for all full-time permanent employees into the fund.

The District has a deferred compensation plan which is in compliance with Internal Revenue Code Section 457. The District contributes the difference of 10% (which includes applicable payroll taxes) of the employees base wages minus the amount paid into the pension plan for each employee. Contributions are made on a voluntary basis by the plan participants. No employee may contribute over 25% of yearly base salary or \$7,500 per year, whichever is the lesser amount (this includes the amount that the District contributes). The maximum amount is increased to \$15,000 for the last three years before the participant attains normal retirement age.

8. Aged Accounts Receivable:

Trade accounts receivable consists of the following at June 30:

	2015		2014	
	<u>Total</u>		<u>Total</u>	
	<u>Accounts</u>	<u>Amount</u>	<u>Accounts</u>	<u>Amount</u>
0 - 30	388	\$ 17,738	373	\$ 18,999
30 - 60	54	2,358	51	2,482
60 - 90	28	1,208	20	880
Over 90 Days	13	1,502	7	1,604
	<u>483</u>	<u>\$ 22,806</u>	<u>451</u>	<u>\$ 23,965</u>

NORTH YUBA WATER DISTRICT
Notes to Financial Statements
June 30, 2015 and 2014

(456-1016) Lette... - 21 of 26

9. South Feather Power Project (SFPP):

On May 27, 2005 the District (NYWD) entered into a new agreement with South Feather Water and Power Agency (SFWPA), which superseded the 1959 agreement with OWID that is discussed in item 1 above. The 2005 agreement was amended in 2010 and 2013.

Details of the 2005 agreement, as amended include the following:

- A. NYWD may continue to receive 3,700 af/yr. from the SFPP at SF-14 at no cost.
- B. After June 30, 2010, NYWD also may receive up to 4,500 acre-feet per year of water at SF-14. NYWD will pay the SFPP Joint Facilities Operating Account for the value of any lost generation at the Woodleaf and Forbestown Powerhouses associated with this water.
- C. After June 30, 2010, NYWD also may receive up to 15,500 af/yr. of additional water at SF- 14. NYWD will pay the SFPP Joint Facilities Operating Account for the value of any lost generation at the Woodleaf, Forbestown and Kelly Ridge Powerhouses associated with such water.
- D. If curtailments in deliveries of water from the SFPP to SFWPA and NYWD for consumptive uses ever are necessary, then such curtailments will be made to SFWPA and NYWD in equal percentages of the demands of SFWPA and NYWD for water for consumptive uses

Disposition of net SFPP power revenues after 2010

- A. SFPP net power revenues will be divided and paid on or before April 15 of each year, one half to SFWPA's general account and the other half to NYWD's general account.
- B. SFWPA's costs of obtaining the new FERC license will be post-2010 SFPP Joint Facilities costs that will be paid from the SFPP Joint Facilities Operating Account before net power revenues are calculated. Such repayment will be made by uniform payments spread over the first 5 year after 2010.
- C. A SFPP Contingent Reserve Account of \$15,000,000 was established in 2011. At least \$709,000 of net power revenues will be distributed to SFWPA and \$709,000 will be distributed to NYWD each year, except in very dry years when there are no net power revenues.

9. South Feather Power Project (SFPP) (continued):

NORTH YUBA WATER DISTRICT
Notes to Financial Statements
June 30, 2015 and 2014

(456-1016) Lette... - 22 of 26

9. South Feather Power Project (SFPP) (continued):

New SFPP Facilities

- A. If SFWPA decides to construct any new power-generation facilities as part of the SFPP, and if NYWD decides to participate in such new facilities, then the costs of such facilities will be financed or paid through the SFPP Joint Facilities Operating Account, and all power revenues from, or associated with such facilities will be paid into the SFPP Joint Facilities Operating Account.
- B. SFWPA will own the Sly Creek Powerhouse as a separate facility and SFWPA will be solely responsible for the powerhouse's operation, maintenance, repairs and replacements, unless NYWD decides to "buy in" to this facility.

Forbestown Pipeline and Forbestown Ditch

- A. SFWPA transferred to NYWD, on January 1, 2011, all of SFWPA's interests in the Upper Forbestown Ditch (including all of SFWPA's water rights in Oroleve Creek). This transfer did not include any part of the Forbestown Ditch below Gauge WD-6, and NYWD did not have any obligation to serve any of SFWPA's Forbestown Ditch customers. After this transfer, NYWD is obligated to convey up to 11 cfs and 3,720 af/yr. of water from SF-14 through the Upper Forbestown Ditch to SFWPA at WD-6, for SFWPA then to convey rest of the Forbestown Ditch to its customers. SFWPA is not being responsible for any Upper Forbestown Ditch conveyance losses, and all Upper Forbestown Ditch conveyance losses will be subtracted from NYWD's water. NYWD may construct a pipeline or pipelines to replace some or all reaches of the Upper Forbestown Ditch

10. Risk of Loss:

North Yuba Water District is exposed to various risks of loss related to theft of, damage to, and destruction of assets, and injuries to employees. During the 2015 fiscal year, the District purchased certain commercial insurance coverages to provide for these risks.

NORTH YUBA WATER DISTRICT
Notes to Financial Statements
June 30, 2015 and 2014

(456-1016) Lette... - 23 of 26

11. Net Position:

Net Position at June 30, Consist of:

	<u>2015</u>	<u>2014</u>
Investment in Capital		
Assets, Net of Related Debt	\$ 3,136,685	\$ 2,977,881
Restricted Reserves:		
WPT Loan	107,936	107,725
County Accounts	781,219	27,701
Capital Improvement	182,213	181,857
Money Market-Savings	150,294	-
Reserve-Savings	95,285	95,098
	<u>1,316,947</u>	<u>412,381</u>
Unrestricted:		
Board Designated		
Replacement - Mobile Equipment	2,783	2,763
Replacement - Office Equipment	5,083	5,046
	<u>7,866</u>	<u>7,809</u>
Undesignated	<u>1,547,428</u>	<u>2,646,987</u>
	<u>\$ 6,008,926</u>	<u>\$ 6,045,058</u>

12. Subsequent Events:

Management has evaluated subsequent events through April 19, 2016, the date these June 30, 2015 financial statements were available to be issued.

**NORTH YUBA WATER DISTRICT
PRINCIPAL OFFICIALS**

Board of Directors:

Dale Skinner

Vice President

Donald C. Ferguson

President

John D. Jacobson

Loren M. Olsen

Jeanette L. Cavaliere

Staff:

Jeffrey Maupin

**Manager/Secretary
to the Board**

Eric Manley

Field Superintendent

Heidi Naether

Finance Manager



Blomberg & Griffin Accountancy Corporation
Certified Public Accountant

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Board of Directors
North Yuba Water District
Brownsville, CA

We have audited the business-type activities of the North Yuba Water District as of and for the years ended June 30, 2015 and 2014, which collectively comprise the District's basic financial statements and have issued our report thereon dated December 18, 2014. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the North Yuba Water District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of North Yuba Water District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the North Yuba Water District's internal control over financial reporting.

A control deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected and corrected by North Yuba Water District's internal controls on a timely basis.


North Yuba Water District -Report on Internal Controls-Page 2

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the North Yuba Water District financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matter that is required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of management, Board of Directors, others within the entity, County/State auditor/controller and is not intended to be and should not be used by anyone other than these specified parties.



Blomberg & Griffin A.C.
Stockton, CA
January 19, 2016



The County Of Yuba

Community Development
& Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



915 8th Street, Suite 123, Marysville, California 95901

Public Nuisance Hearing

To: Yuba County Board of Supervisors
From: Jeremy Strang, Code Enforcement Manager
Date: October 18, 2016

Statement of Facts:

The property that is the subject of this hearing is Assessor's Parcel Number (APN) 048-080-035-000. The parcel is located in the unincorporated area of the County of Yuba in the community of Oregon House and is commonly referred to as 9019 Marysville Road. The property has the zoning designation RR-5, Rural Residential and is 14.75 acres in size. The property is improved with a mobilehome.

The owner of record listed on the most recent equalized tax assessment is Jevaughn Bennett, with a Bronx, New York mailing address. The Grant Deed (see **Attachment A – Grant Deed**) was recorded February 24, 2016.

Current Code Case:

Case Number: MMJ16-0131
Date: 7/15/2016
Complaint: Marijuana Cultivation
Disposition: 7/22/16 Founded; 7/22/16 cultivation of 249 marijuana plants. 9/21/16 cultivation of 137 marijuana plants; Notice and Order to Abate Public Nuisance issued.
Case Closed: N/A

On July 14, 2016, Code Enforcement received a complaint of a large outdoor marijuana grow occurring at the subject property. On July 15, 2016, Officer Christopher Monaco conducted research of the property and discovered a history of code enforcement activity at the property; the most recent being in 2014. Officer Monaco's research indicated that the property had a failed septic system and a substandard mobilehome that had been posted "Unsafe to Occupy" on February 9, 2015.

On July 15, 2016, Officer Monaco attempted to inspect the subject parcel with negative results. Officer Monaco affixed a copy of summary provisions of the Yuba County Marijuana Ordinance along with his business card and a note requesting any occupant to contact him.

On July 22, 2016, Officer Monaco accompanied the Yuba County Sheriff's Department in the execution of a criminal search warrant. During his inspection, Officer Monaco observed 249 marijuana plants in multiple cultivation areas. Officer Monaco issued a Notice and Order to Abate Public Nuisance for the cultivation of marijuana, the illegal occupancy of a recreational vehicle and a substandard mobilehome, the illicit discharge of sewage, and the accumulation of junk, trash and debris. The Sheriff's Department did not seize the marijuana plants; the Notice and Order to Abate Public Nuisance ordered the removal of the nuisances on or before July 23, 2016.

On September 21, 2016, an Inspection Warrant ["Warrant"] (see **Attachment B – Warrant**) was signed by the Honorable Debra L. Givens, Judge of the Superior Court; the Warrant was executed that same day. An inspection was performed by Officer Monaco, who was accompanied by Code Enforcement Officer Jacenich. The same violations, to a varying degree, as well as the same subjects as listed in the original Notice and Order were observed.

Public Nuisance Declared:

On September 21, 2016, pursuant to his observations, Officer Monaco issued a second Notice and Order to Abate Public Nuisance. His inspection confirmed that:

1. Marijuana was being cultivated without first registering the cultivation
2. The number of plants, 137, exceeded the maximum amount allowed
3. The cultivation of marijuana was not within a qualifying accessory structure

The previous enforcement action, including the Administrative Penalty and subsequent Administrative Appeal, pursuant to the Notice and Order to Abate Public Nuisance issued on July 22, 2016, was vacated.

The new Notice and Order to Abate Public Nuisance ["Order"] (see **Attachment C – Notice and Order**) was issued to the property owner and cultivator Jevaughn Bennett as well as other identified cultivators: Mena Saefong, Dexton Blackstock, Delroy Rhoden, and Shaun Hendricks. The Order was personally served to Mena Saefong, and posted on the property. A copy of the Order was also mailed to Jevaughn Bennett by U.S. Mail, both Certified Mail with Return Receipt and First Class; a proof of Service for each was completed (see **Attachment D – Proof of Service**).

The Order alleges the following Yuba County Ordinance Code violations:

1. 7.40.300A Outdoor cultivation of 137 marijuana plants
2. 7.40.300C Cultivation of more than 12 plants
3. 7.40.300D Water source and water discharge
4. 7.40.300E Cultivation affecting environment
5. 7.40.310 Lack of a dwelling
6. 7.40.320A3 Use of extension cords in lieu of permanent wiring
7. 7.40.340 Failure to register marijuana cultivation prior to cultivating
8. 7.40.400A Cultivation of marijuana in violation of any of the provisions of Chapter 7.40 of the Yuba County Ordinance Code.
9. 7.40.400B Cultivation of marijuana on a parcel that does not have an occupied, legally established dwelling
10. 7.40.400E The cultivation of marijuana in a manner that exceeds 12 plants
11. 7.40.400G Any violation of any local, state, or federal law:
 - a. Chapter 7.35 Accumulation and storage of inoperable vehicles

- b. Chapter 7.36 Maintaining an environment for the propagation and harborage of vector and vermin
- c. Chapter 10.05 Construction without first obtaining a building permit
- d. Chapter 10.20 Emplacement and occupancy of a recreational vehicle as a place of human habitation

Yuba County Ordinance Code, Section 7.40.540B requires that the nuisance be abated immediately but not more than 3 days from the date the Order is posted. The Order was personally served and posted on September 21, 2016, and all nuisances were ordered to be removed by September 22, 2016.

Yuba County Ordinance Code, Chapters 7.36 and 7.40 authorize the imposition of an Administrative Penalty for violations of the Yuba County Ordinance Code. Pursuant to Section 7.40.550B, the Administrative Penalty imposed was calculated for the amount of \$14,800.00 per day and began to accrue immediately upon the issuance of an Order as required by 7.40.550C (see **Attachment E – Administrative Penalty Worksheet**).

Attached and incorporated as part of this report as **Attachment F – Photographs**, are photographs taken on September 21, 2016, by Officer Monaco. The photographs accurately depict the conditions of the subject property observed by Officer Monaco on that date and further support the existence of a public nuisance.

On September 23, 2016, Jevaughn Bennett, through his attorney Charnel James, filed a timely request for a hearing to appeal the determination of a public nuisance (see **Attachment G – Request for Hearing**); The request for hearing was accompanied by the appeal deposit that is required by Yuba County Ordinance Code, Section 7.40.600.

Yuba County Ordinance Code, Sections 7.40.140B and 7.40.540B require that public nuisance violations be corrected and/or removed from the property immediately.

Pursuant to Yuba County Ordinance Code, Section 7.40.550C, the Administrative Penalty does not cease during the pendency of an appeal. Therefore the enforcement costs and penalties accrued to date are \$419,581.02. Section 7.40.560 makes the owner of the property on which a nuisance is found to exist, responsible for the enforcement costs and penalties.

Applicable Law:

YUBA COUNTY ORDINANCE CODE CHAPTER 7.40, MARIJUANA CULTIVATION (1542)

7.40.140 Cultivation Restrictions

B. No person or entity shall cause, permit, maintain, conduct or otherwise allow a public nuisance as defined in this Chapter to exist upon any property within their control and shall not cause a public nuisance to exist upon any other property within the unincorporated limits of the County of Yuba. It shall be the duty of every owner, occupant, and person that controls any land or interest therein within the unincorporated area of the County of Yuba to remove, abate and prevent the reoccurrence of any public nuisance upon such land..

7.40.300 Cultivation Restrictions

A. Outdoor cultivation on any Parcel is prohibited.

7.40.300 Cultivation Restrictions

C. Cultivation of more than twelve (12) marijuana plants on any Parcel is prohibited. The foregoing limitation shall be imposed regardless of the number of qualified patients or primary caregivers residing on the Parcel or participating directly or indirectly in the cultivation. Further, this limitation shall be imposed notwithstanding any assertion that the person(s) cultivating marijuana are the primary caregiver(s) for qualified patients or that such person(s) are collectively or cooperatively cultivating marijuana.

7.40.300 Cultivation Restrictions

D. All persons and entities engaging in the cultivation of marijuana shall:

- 1. Have a legal water source on the Parcel;*
- 2. Not engage in unlawful or unpermitted surface drawing of water for such cultivation; and*
- 3. Not permit illegal discharges of water from the parcel.*

7.40.300 Cultivation Restrictions

E. Marijuana cultivation shall not adversely affect the environment or the public health, safety, or general welfare by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, or vibration, by the use or storage of plant or animal poisons, or hazardous materials, processes, products or wastes, or by any other way.

7.40.310 Cultivation Restrictions

A. Cultivation may only occur on a Parcel improved with an occupied, legally established, Dwelling in conformance with this Chapter. The cultivation shall be contained within the Defined Area of Cultivation in one, single, residential accessory structure affixed to the real property

7.40.320 Cultivation Restrictions

A. Accessory structures used for the cultivation of marijuana shall meet all of the following criteria:

- 3. The accessory structure shall be equipped with permanently installed and permitted electricity, and shall not be served by temporary extension cords. Electrical wiring conductors shall be sized based on the currently adopted California Electrical Code with anticipated loads identified*

7.40.340 Registration Requirements

A. The cultivation of marijuana in any quantity upon any premises without first registering the cultivation and paying the required fee as listed within Title XIII of this Code is hereby declared to be unlawful and a public nuisance and may be abated in accordance with this Chapter.

7.40.400 Conditions Creating Public Nuisance

A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:

- A. Any person owning, leasing, occupying or having charge or possession of any Parcel within the unincorporated area of the County to cause or allow such Parcel to be used for the cultivation of marijuana in violation of the provisions contained herein or any provisions set forth in Division 10 of the California Health and Safety Code.*

7.40.400 Conditions Creating Public Nuisance

A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:

- B. The cultivation of marijuana on a Parcel that does not have an occupied legally established Dwelling in conformance with this Chapter.*

7.40.400 Conditions Creating Public Nuisance

A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:

- E. The cultivation of marijuana in a manner that exceeds 12 plants.*

7.40.400 Conditions Creating Public Nuisance

A public nuisance shall be deemed to exist when any of the following conditions or circumstances is present:

- G. Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence.*

***Yuba County Ordinance Code § 7.35.010** The accumulation and storage of abandoned, wrecked, dismantled or inoperative vehicles or parts thereof on private or public property, not including highways, is hereby found to create a condition having the potential to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects to be injurious to the health, safety, and general welfare*

***Yuba County Ordinance Code § 7.36.310(a)(1)** Anything which is injurious to health, poses a significant potential to cause economic and/or physical injury or damage to persons or property, or constitutes a significant detriment to the prevention or suppression of fire, or significantly interferes with the provision of emergency services to the public*

***Yuba County Ordinance Code § 7.36.310(a)(7)** ...property which is likely to or does harbor rats or other vectors, feral cats, and other non-domesticated animal nuisances*

***Yuba County Ordinance Code 7.36.310(a)(10)** Anything which is indecent offensive to the senses, or an obstruction to the free use of property, so as to unreasonably interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin, or of any public park, square, street or highway, and which at the same time affects an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals and/ or property may be unequal*

***Yuba County Ordinance Code § 10.05.640** No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the building official has issued a certificate of occupancy*

***Yuba County Ordinance Code § 10.20.030** No person shall emplace or occupy as a place of human habitation any travel trailer or motor home regulated by this Chapter*

unless and until a travel trailer or motor home Emplacement Permit is issued by the Building Official, and only during the term of such permit.

7.40.540 Cultivation Restrictions

B. The Notice and Order to Abate shall describe the use or condition which constitutes the public nuisance; and shall order that the uses or conditions constituting the nuisance be abated by demolition, securing, removal, cleanup, repair or other means within a reasonable time certain as determined necessary for such abatement by the Enforcement Official based upon the nature and complexity of the abatement process, normally being three (3) days, or less, from the date such notice is mailed and/or posted.

7.40.550 Administrative Penalties

A. Any person who violates this Chapter shall be guilty of a separate offense for each and every day, or portion thereof, the violation is committed, permitted or continued. In addition to the actual abatement and/or administrative costs incurred by the County any person who has been issued a Notice and Order to Abate Public Nuisance shall be assessed an Administrative Penalty as follows:

- 1. A penalty of \$100.00 for each violation of this Code per day as set forth in the Notice and Order to Abate.*
- 2. A penalty of \$200.00 for each violation of this Code per day when a second violation of this Code occurs within eighteen (18) months of a previously issued Notice and Order to Abate.*
- 3. A penalty of \$500.00 for each violation of this Code per day for each subsequent violation of this Code beyond the second when the violation occurs within thirty-six (36) months of the original Notice and Order to Abate.*

B. For the purpose of calculating the daily Administrative Penalty, each offense of any Section of this Chapter shall be charged as a separate violation; in addition, each marijuana plant in violation of this Chapter shall be charged as a separate violation.

C. The Administrative Penalty, pursuant to this Section, shall be assessed immediately upon the issuance of a Notice and Order to Abate Public Nuisance and shall continue to accrue until the date compliance with the Order has been met and verified by the Enforcing Officer. In the event an appeal has been properly filed with the County, the appeal shall have no effect on the Administrative Penalty and said Penalty shall continue to accrue during the pendency of the hearing. At the conclusion of the hearing the Yuba County Board of Supervisors is authorized to modify or waive the Administrative Penalty for cause and shall make express findings into the record for such modification or waiver.

7.40.560 Enforcement Costs

A. All costs and penalties associated with the enforcement of this Chapter are the responsibility of the owner(s) of any parcel(s) on which a nuisance has been found to exist and such costs shall be paid within 30 days of the date of demand thereof.

YUBA COUNTY ORDINANCE CODE CHAPTER 7.36, PROPERTY MAINTENANCE

7.36.710 Authority

This Article is adopted pursuant to the authority vested in the County by Government Code section 53069.4.

Previous Code Cases:

Case Number: 94-608
Date: 1994
Complaint: Occupied recreational vehicles; Accumulation of junk, trash and debris
Disposition: Founded; Closed w/Compliance
Case Closed: Unknown

Case Number: CE03-0416
Date: 5/23/2003
Complaint: Occupied recreational vehicles; Accumulation of junk, trash and debris
Disposition: unfounded
Case Closed: 3/3/2004

Case Number: CE10-0090
Date: 2/23/2010
Complaint: Occupied recreational vehicles; Accumulation of junk, trash and debris
Disposition: Founded; Closed w/partial compliance – pending new complaints
Case Closed: 5/16/2012

Case Numbers: CE14-0303 & EHC14-0060
Date: 11/25/2014
Complaint: Failed Septic; Occupied recreational vehicles; Accumulation of junk, trash and debris
Disposition: Founded; Posted UNSAFE TO OCCUPY; Closed New Owner
Case Closed: 4/5/2016

Recommendations:

The evidence and testimony given clearly show violations of the Yuba County Ordinance Code and those violations constitute a public nuisance. I respectfully request that the Yuba County Board of Supervisors:

1. Find that a public nuisance exists
2. Order that the nuisance conditions be removed immediately and not later than October 19, 2016. An inspection shall be allowed to verify compliance with your order. Where an inspection is not permitted, a Code Enforcement Officer shall seek a judicial inspection warrant to verify compliance
 - a. If compliance has not been achieved, Order that Code Enforcement Officers shall remove and destroy the marijuana
3. Order that any additional or new costs of enforcement incurred in abating the violations are the responsibility of the property owners
4. Find that the Administrative Penalty for \$14,800.00 per day is accurate
5. Find that the enforcement costs of \$419,581.02 accrued to date (see **Attachment H – Cost Accounting**) are accurate
6. Order that the enforcement costs be paid within 30 days of the date of your Order
7. Order where the enforcement costs go unpaid that:
 - a. A special tax assessment be assessed against the parcel with the Yuba County Tax Collector's Office; and
 - b. A lien be recorded with the Yuba County Recorder's Office, and;
 - c. Any monies collected pursuant to your Order be deposited into Trust Account 254-3500-371-98-99 (90%) and Trust Account 256-3500-371-98-99 (10%)

No accounting hearing shall be necessary.

2016 002030

02/24/2016 11:18 AM Page 1 of 2

Total Fee: \$120.50 TTax: \$93.50

Recorded in Official Records
County of Yuba State of CA
Terry A. Hansen
County Clerk and Recorder



RECORDING REQUESTED BY
First American Title Company

**MAIL TAX STATEMENT
AND WHEN RECORDED MAIL DOCUMENT TO:**
Jevaughn Bennett
604 Baker Ave., Apt #3
Bronx, NY 10460

Space Above This Line for Recorder's Use Only

A.P.N.: 048-080-035-000

File No.: 12023-5087266 (AP)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$93.50; CITY TRANSFER TAX \$;
SURVEY MONUMENT FEE \$

- [☒] computed on the consideration or full value of property conveyed, OR
[☐] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[**Unincorporated Area**] unincorporated area; [☐] City of Oregon House, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Dan Diaz, a married man as his sole and separate property**

hereby GRANTS to **Jevaughn Bennett, a single man**

the following described property in the **unincorporated Area** County of **Yuba**, State of **California**:

PARCEL 1:

PARCEL 1, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "PARCEL MAP NO. 89-19", FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA ON DECEMBER 23, 1991 IN BOOK 57 OF MAPS, PAGE 42.

PARCEL 2:

AN EASEMENT FOR ROAD & UTILITY PURPOSES OVER THAT PORTION OF PARCEL 3 OF "PARCEL MAP 89-19", FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA ON DECEMBER 23, 1991 IN BOOK 57 OF MAPS, PAGE 42 DESIGNATED AND DELINEATED "60" ROAD & UTILITY EASEMENT.

Mail Tax Statements To: **SAME AS ABOVE**

Attachment A - Grant Deed

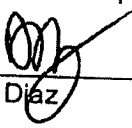
Grant Deed - continued

Date: 02/05/2016

A.P.N.: 048-080-035-000

File No.: 12023-5087266 (AP)

Dated: February 05, 2016


Dan Diaz

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

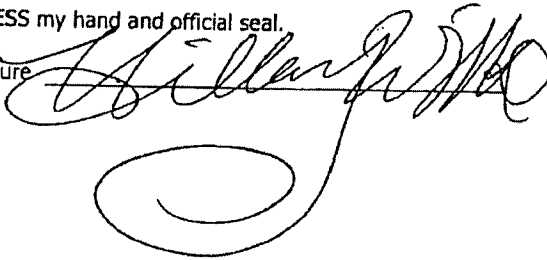
STATE OF Nevada)SSCOUNTY OF Churchill)On 9th February 2016 before me, Hillary Wilke, Notary Public, personally appeared Dan Diaz

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

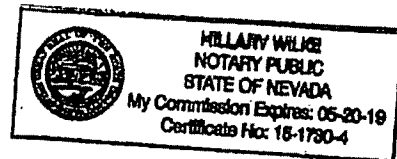
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



This area for official notarial seal.



SUPERIOR COURT OF CALIFORNIA
COUNTY OF YUBA

(457-1016) Admin... - 11 of 30

In the Matter of the Application
Of the County of Yuba

NO. CRSW16-168
INSPECTION WARRANT
CCP § 1822.50 et seq.

The people of the State of California to any Code Enforcement Officer in the County of Yuba:

Proof, by affidavit, having been made by Code Enforcement Officer Chris Monaco, that there is reasonable cause for the issuance of the Inspection Warrant, you are commanded to make an inspection, accompanied by representatives and employees of the following Yuba County Departments: Community Development and Services Agency and the County Sheriff's Department in the daytime (between the hours of 8:00 a.m. and 6:00 p.m.) of the property located and described as:

9019 Marysville Road, Oregon House, CA 95962; Assessor's Parcel Number: 048-080-035

Pursuant to the provisions of The STANDARD CODE OF CIVIL PROCEDURE of the STATE OF CALIFORNIA, Part III Title 13 Section 1822.50 et seq., for the following purposes:

1. To determine the full extent and nature of public nuisance violations - as defined by Yuba County Ordinance Code Title VII Chapter 7.40 Article 4 Section 7.40.400A-G believed to exist on the property.
2. Identify, record, document and photograph the same.

Which inspection shall include, but not be limited to, the interior of all structures, vehicles, and fenced marijuana grow areas with locks located on the subject property and extend from property boundary to property boundary of the above-described property.

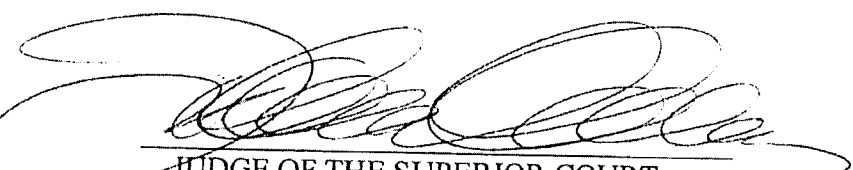
The warrant shall be effective for a period not to exceed 14 days from the date the warrant is signed.
The warrant shall be returned to the undersigned judge upon its execution.

Upon good cause being shown pursuant the Code of Civil Procedure §1822.56, the affiant is authorized to proceed onto the property without the presence of the owner or occupant(s) of said property and to use forcible entry, if needed, to execute this warrant. Said entry is reasonably necessary to effectuate the purpose of the regulations being enforced. Further, pursuant to Code of Civil Procedures §1822.56, good cause having been shown, the requirement of notice of this inspection warrant is waived; the warrant may be served without advance notice

Refusal to permit the inspection authorized hereunder shall be a misdemeanor, pursuant to the provisions of the Code of Civil Procedure § 1822.57.

Given under my hand and dated this 20 day of September 2016, at 1:21 AM/PM.




JUDGE OF THE SUPERIOR COURT
DEBRA L. CEVENS

Attachment B - Warrant



The County Of Yuba

(457-1016) Admin... - 12 of 30

Community Development &
Services Agency

CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5616



915 8th Street, Suite 123, Marysville, California 95901

NOTICE AND ORDER TO ABATE PUBLIC NUISANCE

MMJ16-0131

CULTIVATOR(S) INFORMATION:	PROPERTY OWNER INFORMATION:
JEVAUGHN BENNETT, MENA SAEFONG, DEXTON BLACKSTOCK, DELROY RHODEN, SHAUN HENDRICKS 9019 MARYSVILLE RD OREGON HOUSE, CA 95962	JEVAUGHN BENNETT 604 BAKER AVE, #3 BRONX, NY 10460-2799 9019 MARYVILLE RD OREGON HOUSE, CA 95962

VIOLATION ADDRESS: 9019 MARYSVILLE ROAD, OREGON HOUSE, CA 95962

APN: 048-080-035

PLEASE TAKE NOTICE: that the use and condition of the subject property has been determined by Yuba County Code Enforcement to constitute violations of Chapters 7.36 and 7.40 of the Yuba County Ordinance Code and is therefore declared a public nuisance. The violations are:

- ☒ **Yuba County Ordinance Code § 7.40.400(A)** ...the cultivation of marijuana in violation of the provisions contained herein or any provisions set forth in Division 10 of the California Health and Safety Code.
- ☒ Outdoor cultivation 7.40.300A
 - ☐ Cultivation w/in dwelling 7.40.300B
 - ☒ Cultivation of more than 12 plants 7.40.300C NUMBER OF PLANTS: 137
 - ☒ Water source/discharges 7.40.300D
 - ☒ Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300E
 - ☐ Active Code case 7.40.300F
 - ☒ Lack of dwelling 7.40.310
 - ☐ Permitted accessory structure 7.40.320A1
 - ☐ Accessory structure w/in setback 7.40.320A2
 - ☒ Use of extension cord(s) 7.40.320A3
 - ☐ Lack of mechanical filtration system 7.40.320A4
 - ☐ Lack of adequate fence around accessory structure (height; security) 7.40.330
 - ☒ Lack of registration 7.40.340

- ☒ **Yuba County Ordinance Code § 7.40.340** *The cultivation of marijuana without first registering the cultivation and paying the required fee.*
- ☒ **Yuba County Ordinance Code § 7.40.400(B)** *The cultivation of marijuana on a parcel that does not have an occupied, legally established Dwelling.*
- ☒ **Yuba County Ordinance Code § 7.40.400(E)** *The cultivation of marijuana in a manner that exceeds 12 plants*
of plants: 137
- ☒ **Yuba County Ordinance Code § 7.40.400(G)** *Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence, including but not limited to the following violations:*
- ☐ Conducting activities on a site which are not permitted uses in the Agricultural/Rural Residential Zone in violation of the Yuba County Ordinance Code, Chapter 12.01 et seq. including utilizing accessory uses without first establishing a primary use
 - ☒ Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20
 - ☒ Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance Code, Chapter 10.05
 - ☒ Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35
 - ☒ Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36
 - ☐ Grading without a permit in violation of the Yuba County Development Code, Chapter 11.23
 - ☐
 - ☐

YOU ARE HEREBY ORDERED to correct or remove all violations from subject property immediately and not later than 9/22/2016.

YOU ARE HEREBY ADVISED that Administrative Penalties pursuant to 7.36 and 7.40 in the amount of **\$ 14,800.00 per day** pursuant to Yuba County Code § 7.40.550 **have begun to accrue** and will continue to accrue until the date compliance with the Order has been met and verified by the Enforcement Officer; **you must call this office to schedule an inspection to verify compliance.**

If you disagree with the determination that a public nuisance exists on the subject property, you have the right to a hearing to show cause, if any, why the use of said real property should not be found to be a public nuisance and abated pursuant to the Yuba County Code. You may request a hearing by filing a **written** request for a hearing with the Yuba County Code Enforcement Office, whose address appears above, within 10 calendar days of the date of this Notice. A \$4,116.00 deposit, pursuant to Yuba County Ordinance Code § 13.20.500, shall accompany the written request. Even if you do not request a hearing with respect to the existence of a public nuisance, you may contest the Administrative Penalties by filing a written request for a hearing, within 10 calendar days of the date of this Notice, solely to contest the imposition of the Administrative Penalties. A \$4,116.00 deposit pursuant to Yuba County Ordinance Code § 13.20.500, shall accompany the written request.

If you do not request a hearing and fail to comply with the time requirements set forth, the County will abate the nuisance. If you request a hearing, and after such hearing a public nuisance is found to exist, you shall abate said violations as set forth in the Findings of Fact, Conclusions of Law, and Orders. Furthermore if the County abates the nuisance, you will be responsible for the actual costs of the abatement, and the Administrative Penalties, if any, which shall be paid within thirty (30) days from the date of the demand for payment. The "cost of abating a violation" shall include, but not be limited to, the county's attorneys' fees, the cost of the administrative hearing, the cost of prior time and expenses associated with bringing the matter to hearing, the cost associated with any appeals from the decision of the administrative hearing, the cost of judicially abating the violation, the cost of men and material necessary to physically abate the violation, and the cost of securing expert and other witnesses.

If such abatement costs are not paid within thirty (30) days of the date of the demand for payment therefore, such costs will become a lien against the subject property and will also be specially assessed against the property in the same manner as taxes. The abatement lien shall be recorded and shall have the same force and effect as an abstract of judgment, which is recorded as a money judgment obtained in a court of law. Special assessments have the same priority, for collection purposes, as other County taxes; and, if not paid, may result in a forced sale of your property.

If there is a hearing, and subject property is found to be in violation of any or all of the provisions stated above, the County will contend that you are bound by such finding at any subsequent and relative judicial action. If you fail to request a hearing, or appear at the hearing and fail to raise any defense or assert any relevant point at the time of hearing, the County will assert, in later judicial proceedings to enforce an order of abatement, that you have waived all rights to assert such defenses or such points.

IMPORTANT: READ THIS NOTICE CAREFULLY. FAILURE TO RESPOND WITHIN THE TIME SET FORTH IN THIS NOTICE WILL LIKELY RESULT IN ADMINISTRATIVE AND/OR JUDICIAL ABATEMENT AND TERMINATION OF USES OF, OR CONDITIONS ON YOUR PROPERTY WHICH THE ENFORCEMENT OFFICER CONTENDS ARE IN VIOLATION OF THE YUBA COUNTY ORDINANCE CODE.

x POSTED PROPERTY

x PERSONAL SERVICE- Mena Saefong

☒ CERTIFIED MAIL 7015 3010 0002 2971 7689 \$7696

DATED: September 21, 2016

Original signed by Chris Monaco

Chris Monaco
Code Enforcement Officer

Encl: Excerpts from Yuba County Ordinance Code, Chapter 7.40, Billing # 753

cc: Law office of Charnel James



County of Yuba
Code Enforcement Division
915 8th Street, Suite 123
Marysville, CA 95901
Phone: 530.749.5455

(457-1016) Admin... - 15 of 30

Billing Statement

DATE	INVOICE #
9/22/2016	753

BILL TO:

Property Owner:
Jevaughn Bennett
Cultivators:
Mena Saefong, Dexton Blackstock, Delroy
Rhoden, Shaun Hendricks

CASE INFORMATION

Number: MMJ16-0131
Officer: C. Monaco
APN: 048-080-035
9019 Marysville Road, Oregon House
Cert # 7015 3010 0002 2971 7689 & 7696

			TERMS	DUE DATE
			Net 30	10/22/2016
SERVICE DATE	DESCRIPTION OF CHARGES	RATE	HOURS	AMOUNT
7/14/2016	Received Complaint, Opened Case	147.00	0.5	73.50
7/15/2016	Research Property	147.00	0.5	73.50
7/15/2016	Inspection Attempted	147.00	0.25	36.75
7/22/2016	Inspection w/ YCSO	147.00	1	147.00
8/2/2016	Notice of Non-Compliance	147.00		147.00
8/2/2016	CDSA Processing Fee, Recording	73.50		73.50
9/20/2016	Warrant Prep for Inspection	147.00	4	588.00
9/21/2016	Inspection Two (2) Officers	147.00	1	147.00
9/21/2016	Notice & Order to Abate	1,470.00		1,470.00
9/21/2016	Admin Penalty - 1 Day (9/21/16)	14,800.00		14,800.00
9/22/2016	CDSA Support Fees (6%)	165.38		165.38
*Please note: Administrative Penalty continues to accrue at a rate of \$14,800.00 per day.				
			Total	\$17,721.63

FAILURE TO MAKE PAYMENT BY THE DUE DATE LISTED ABOVE
WILL RESULT IN THE FOLLOWING LATE-PAYMENT PENALTIES:

5 - 30 DAYS PAST DUE = 25%
31 + DAYS PAST DUE = 50%

FORMS OF PAYMENT ACCEPTED: CHECK, MONEY ORDER, CASHIER CHECK
REMIT PAYMENT TO CDSA, ATTENTION: ACCOUNTS RECEIVABLE. (ADDITIONAL FEE AT

Attachment C - Notice & Order

COUNTY OF YUBA

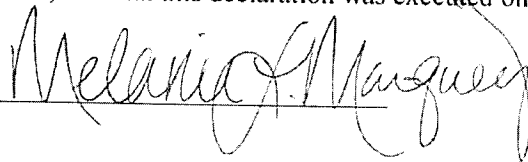
PROOF OF SERVICE

I served a copy of the foregoing **Notice & Order to Abate Public Nuisance (MMJ16-0131)** and **Billing Statement #753** on the following persons by:

- ☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **property owner(s)**:
Name: Jevaughn Bennett
Address: 604 Baker Avenue #3, Bronx, NY 10460
Date of Delivery to Post Office: September 22, 2016
Registration No.: 7015 3010 0002 2971 7689
- ☒ **Mailing**, postage prepaid, Certified/Return Receipt Requested and First Class Mail to the **tenant/cultivator(s)**:
Name: Jevaughn Bennett, Mena Saefong, Dexton Blackstock, Delroy Rhoden, Shaun Hendricks
Address: 9019 Marysville Road, Oregon House, CA 95962
Date of Delivery to Post Office: September 22, 2016
Registration No.: 7015 3010 0002 2971 7696
- ☒ **Mailing**, postage prepaid, First Class Mail to the **attorney(s)**:
Name: Law Office of Charnel James
Address: 500 Olive Street, Marysville, CA 95901
Date of Delivery to Post Office: September 22, 2016

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on September 22, 2016 at Marysville, California.

Signed



Community Development & Services Agency
Code Enforcement Division
Melanie Marquez
915 8th Street, Suite #123
Marysville CA. 95901
(530) 749-5455

7015 3010 0002 2971 7689

U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

9/22/16 CM N#0/Billing*753
 Certified Mail Fee \$ 9019 Marysville

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
 Total Postage \$
 Sent To
 Street and Apt.
 City, State, Zi

Jevaughn Bennett
 604 Baker Avenue #3
 Bronx, NY 10460

Postmark
 Here

7015 3010 0002 2971 7696

U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

9/22/16 CM N#0/Billing*753
 Certified Mail Fee \$ 9019 Marysville

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
 Total Postage \$
 Sent To
 Street and Apt.
 City, State, Zi

Jevaughn Bennett, Mena Saefong,
 Dexton Blackstock, Delroy Rhoden,
 Shaun Hendrix
 9019 Marysville Road
 Oregon House, CA 95962

Postmark
 Here

ADMINISTRATIVE PENALTY WORKSHEET

7.40.550A-C

Case #: MMJ16-0131

APN: 048-080-035

Owner: Jevaughn Bennett

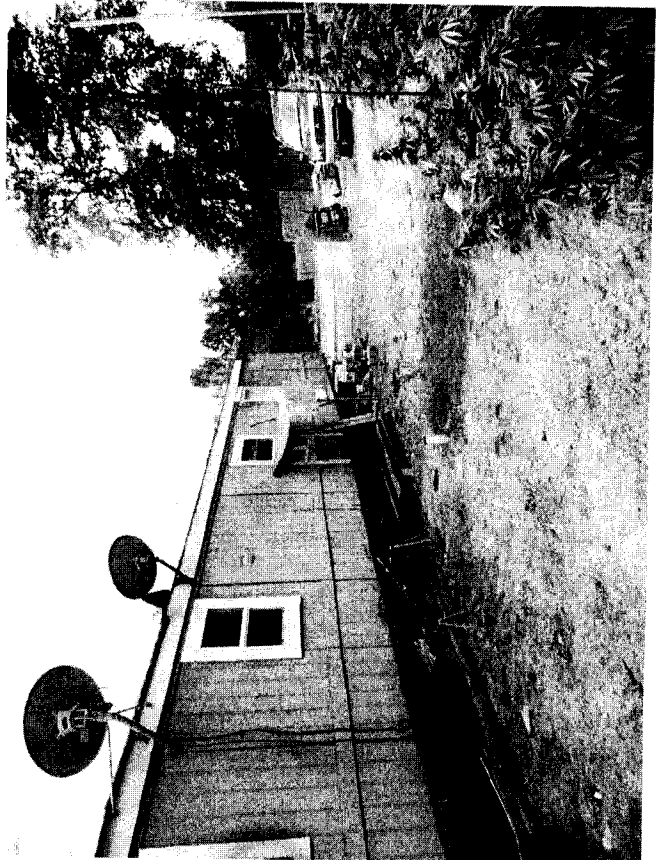
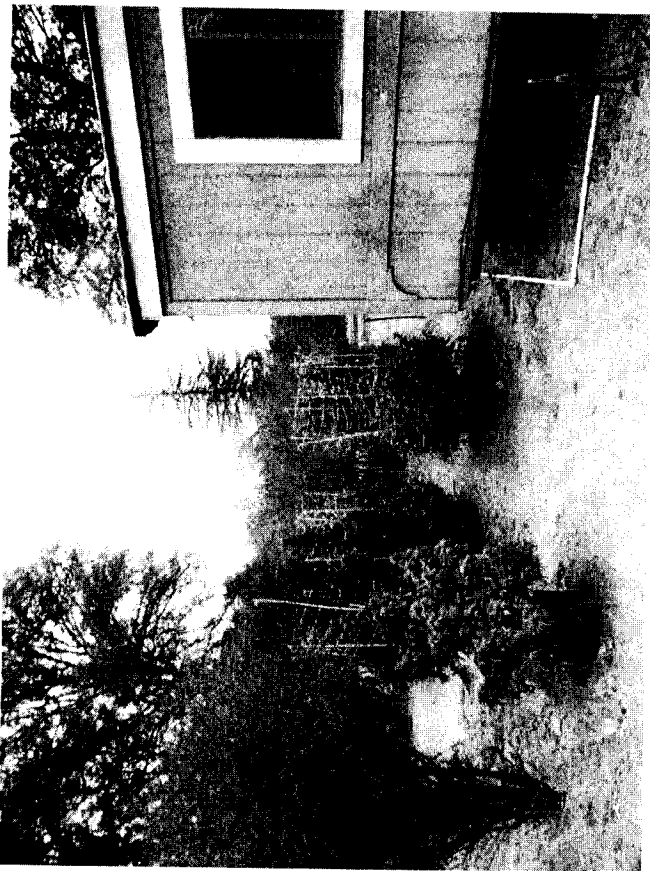
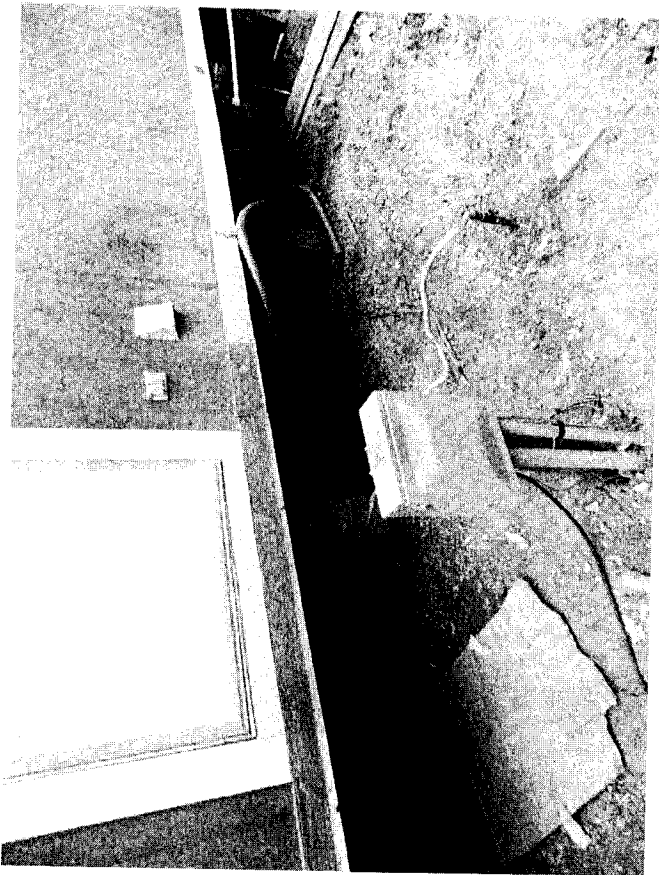
Situs: 9019 Marysville Road, Oregon House, CA 95962

Dates	Violation & Ordinance Number	Amount	Total per Day
Commenced on	Number of Plants 137	X \$100.00	\$13,700.00
	Outdoor Cultivation 7.40.300A	\$100.00	\$100.00
	Cultivation of more than 12 plants 7.40.300C	\$100.00	\$100.00
	Water Source/Discharges 7.40.300D	\$100.00	\$100.00
	Cultivation Environment 7.40.300E	\$100.00	\$100.00
	Lack of Legally Established Dwelling 7.40.310	\$100.00	\$100.00
	Use of Extension Cord(s) 7.40.320A3	\$100.00	\$100.00
	Lack of Registration 7.40.340	\$100.00	\$100.00
	Encampment and Occupancy of a Recreational Vehicle, YCOC, Chapter 10.20	\$100.00	\$100.00
	Construction of a building without a permit, YCOC Chapter 10.05	\$100.00	\$100.00
	Accumulation and storage of inoperative vehicles, YCOC, Chapter 7.35	\$100.00	\$100.00
	Accumulation of junk, trash, and debris, YCOC, Chapter 7.36	\$100.00	\$100.00
	Grand Total:		\$14,800.00

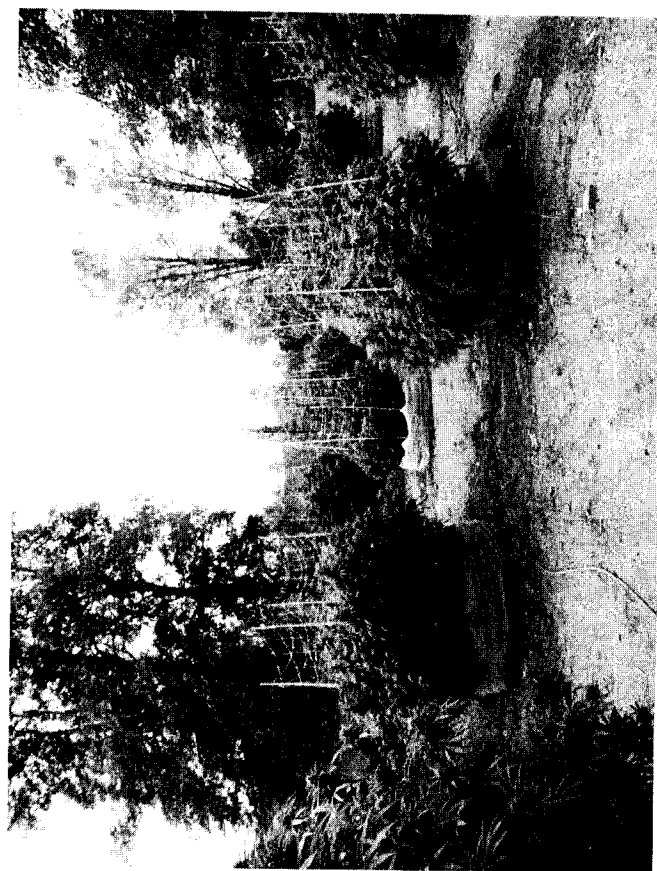
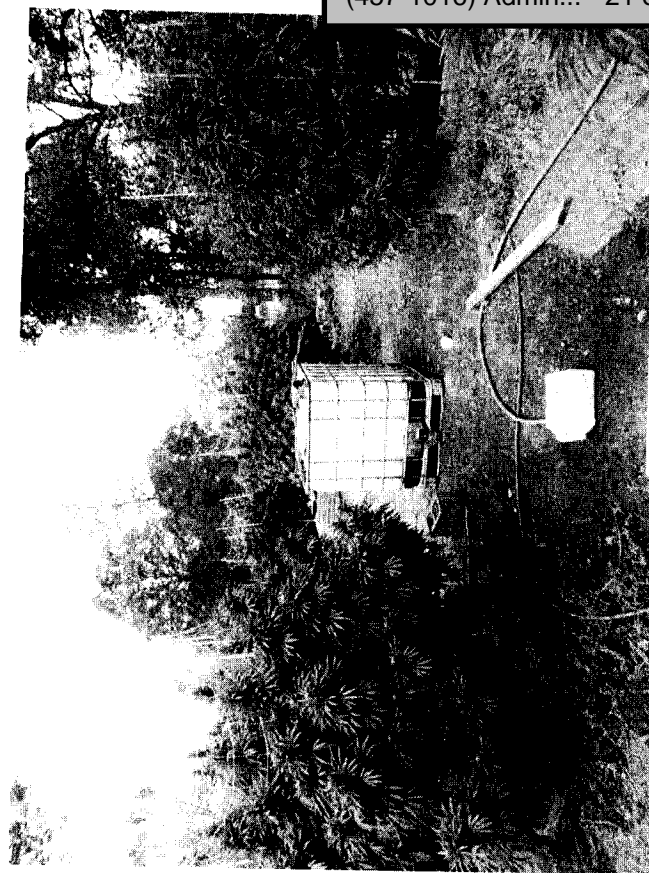
9019 Marysville Road

Oregon House, CA

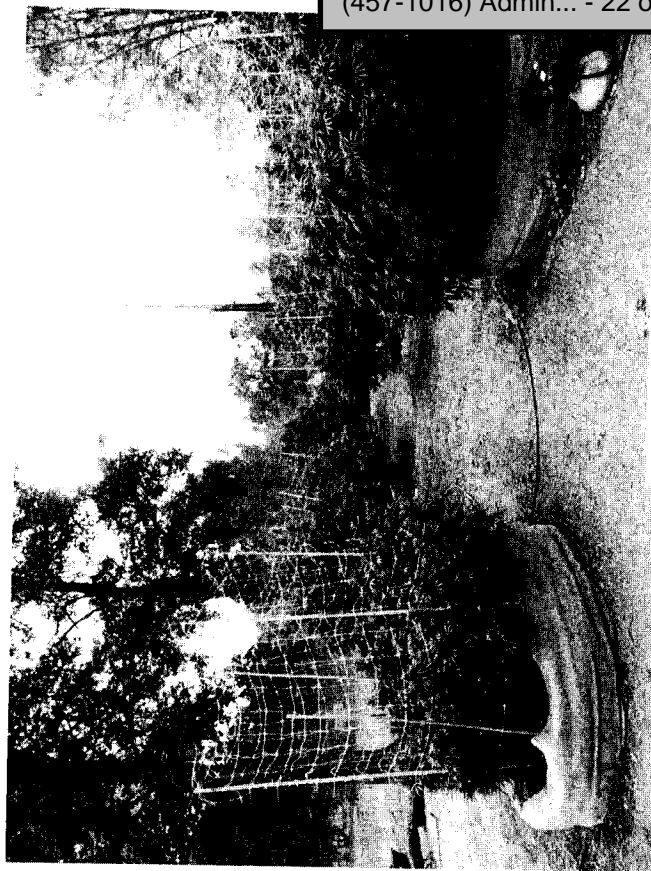
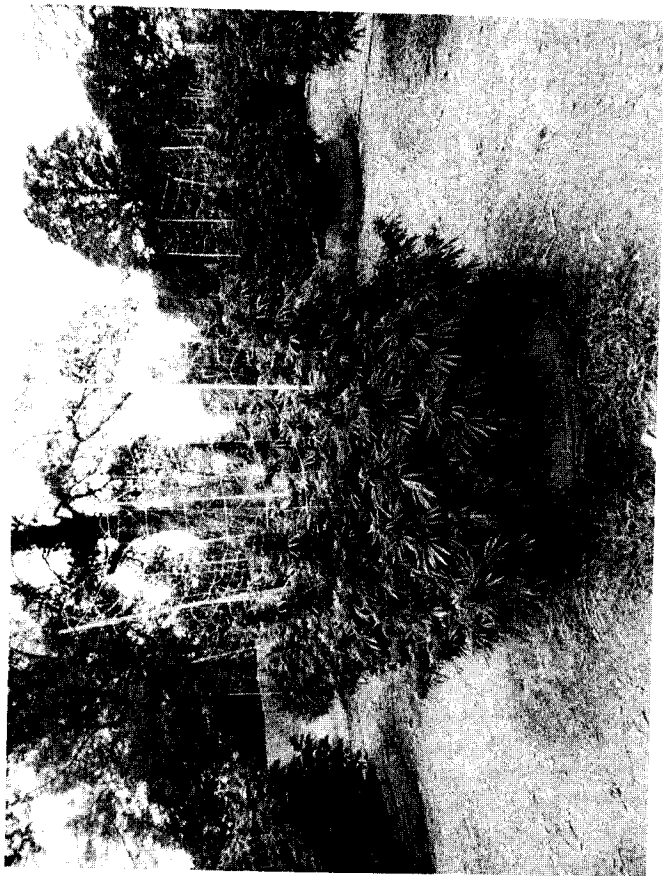
Attachment F - Photographs

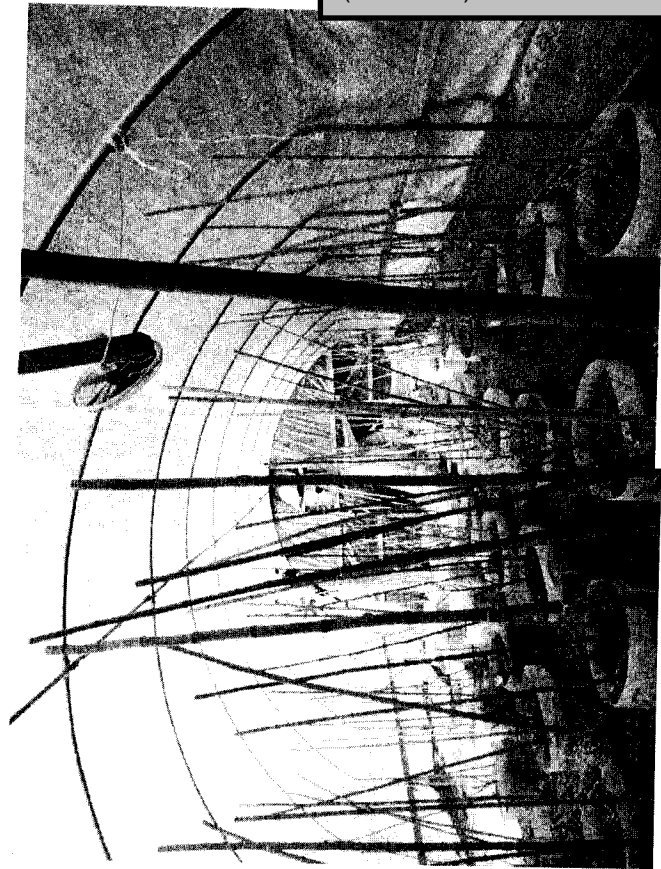
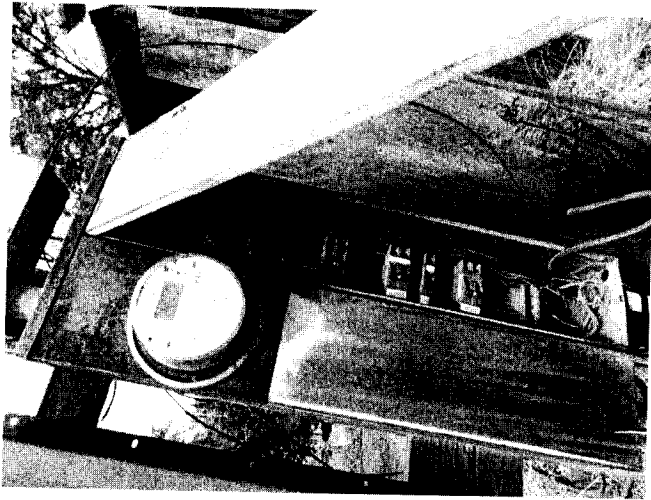


Attachment F - Photographs

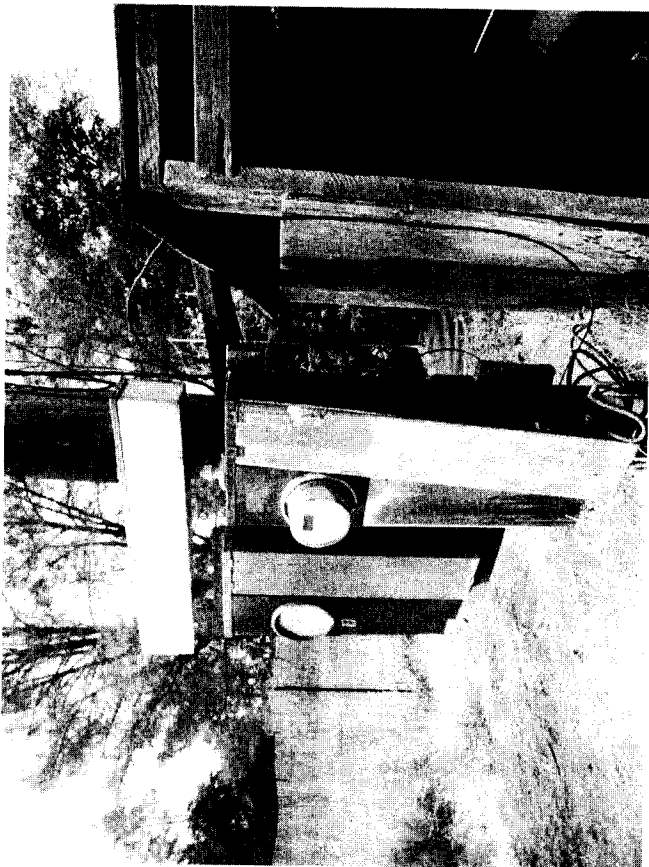


Attachment F - Photographs

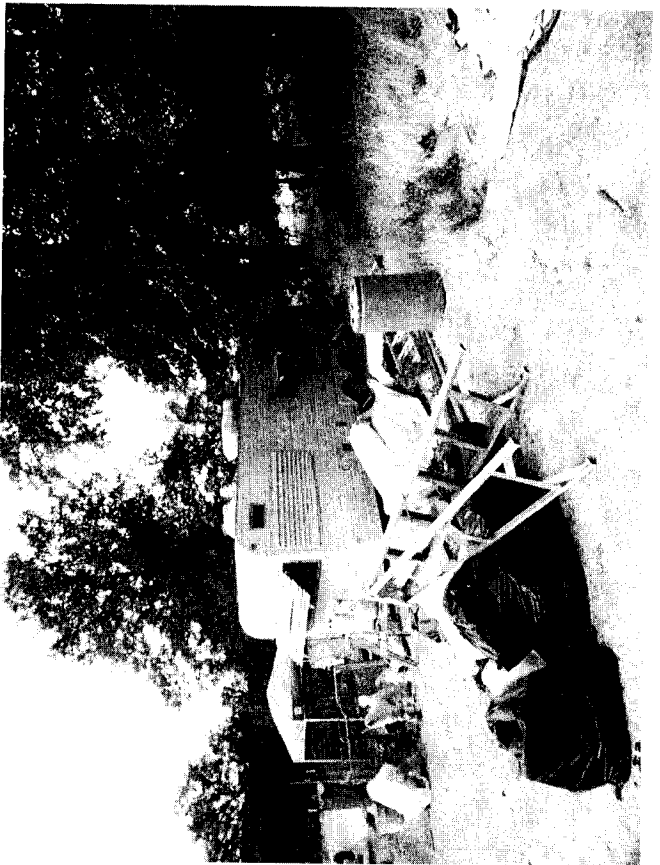
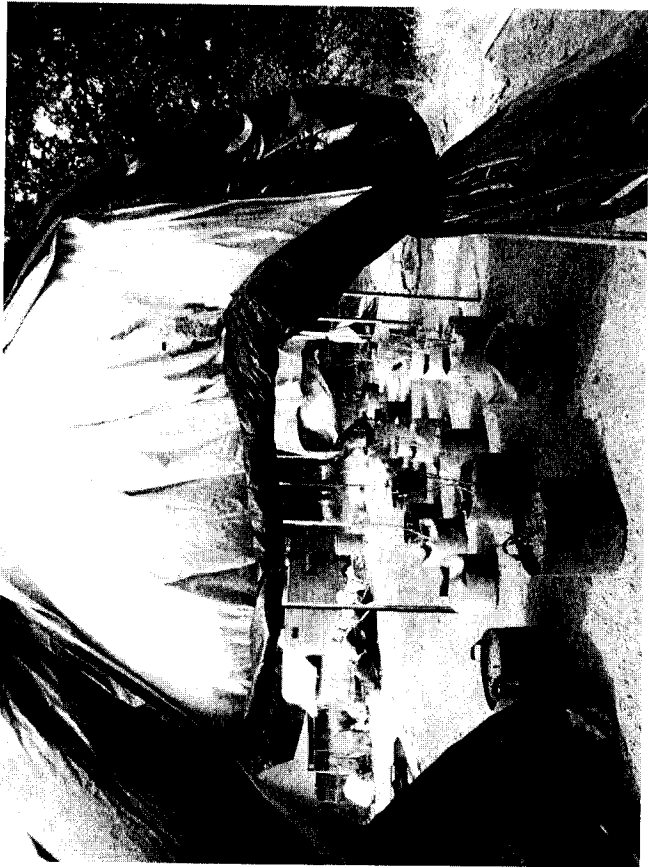
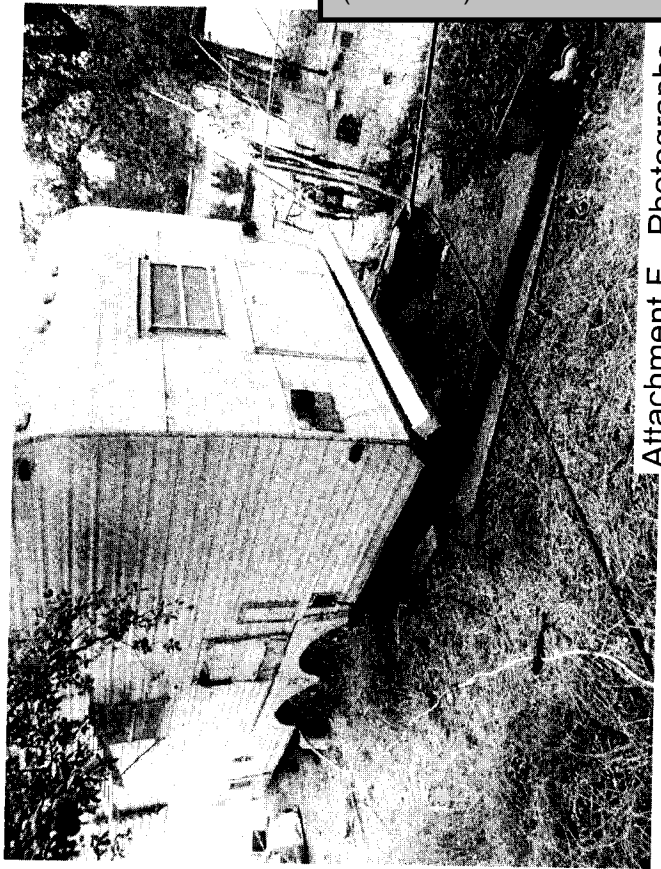


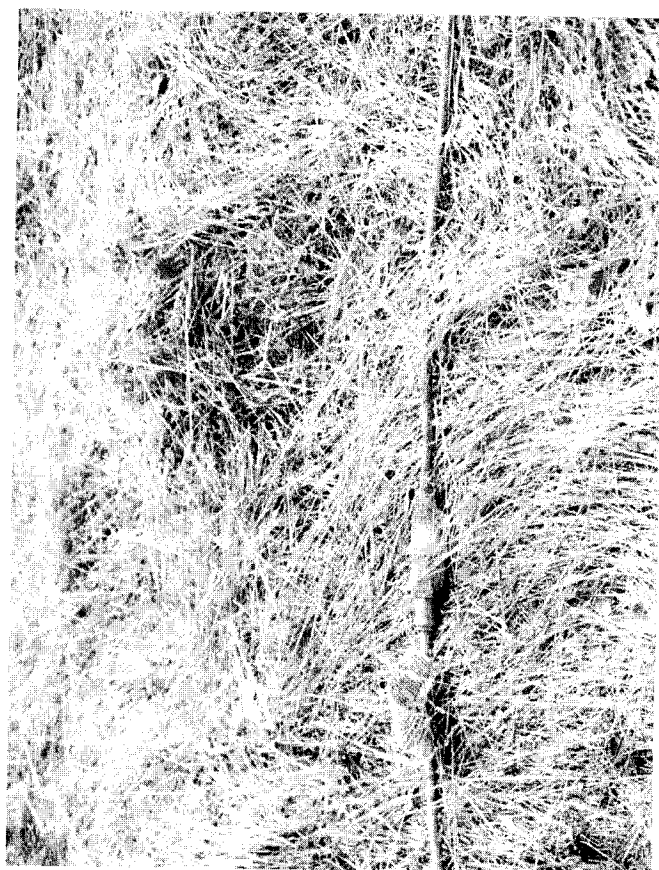
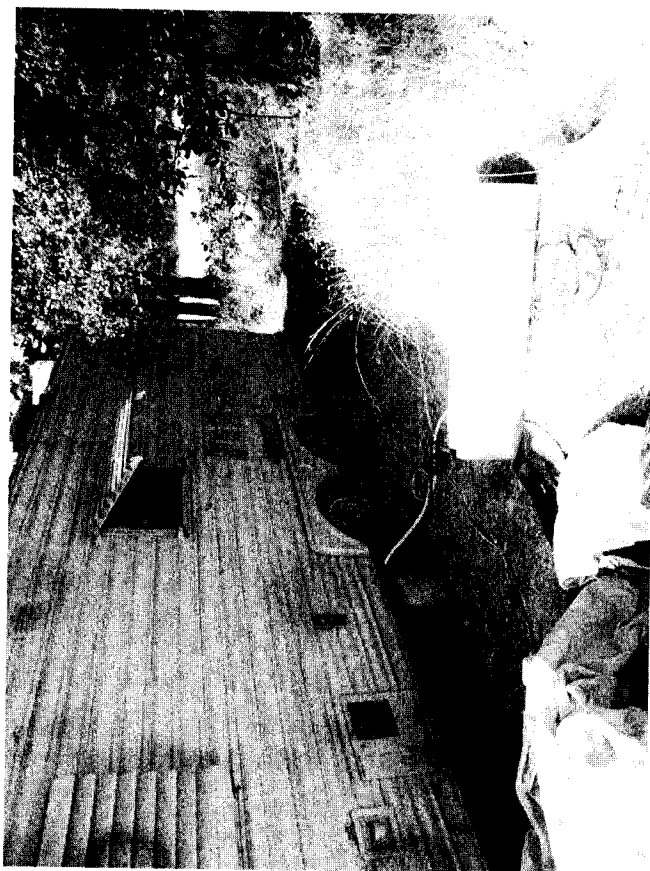
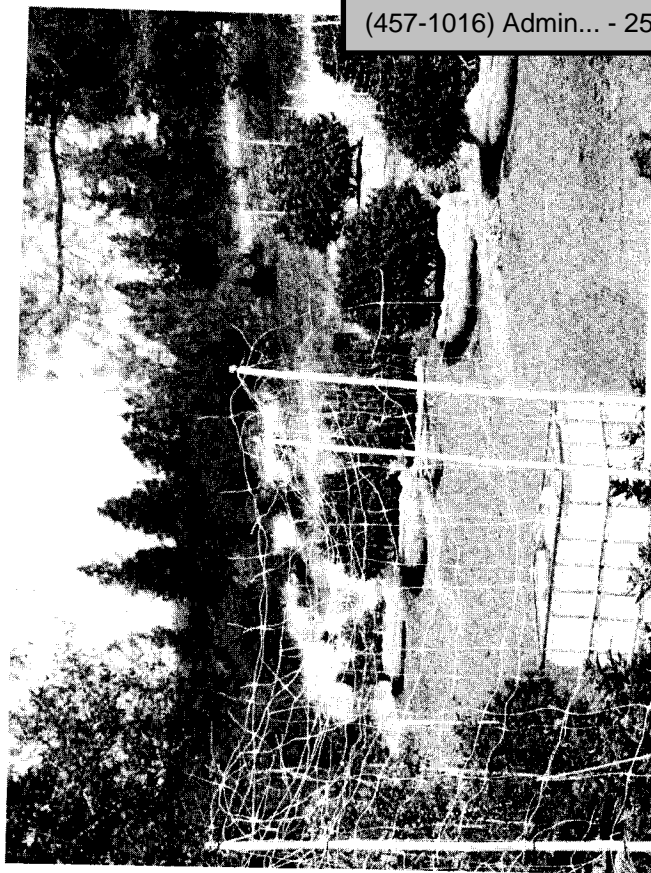
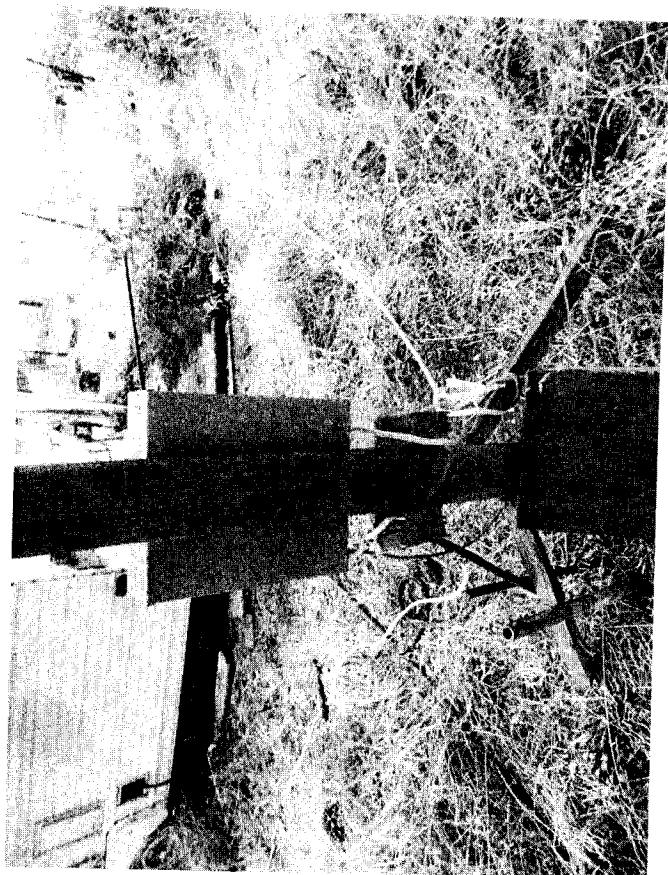


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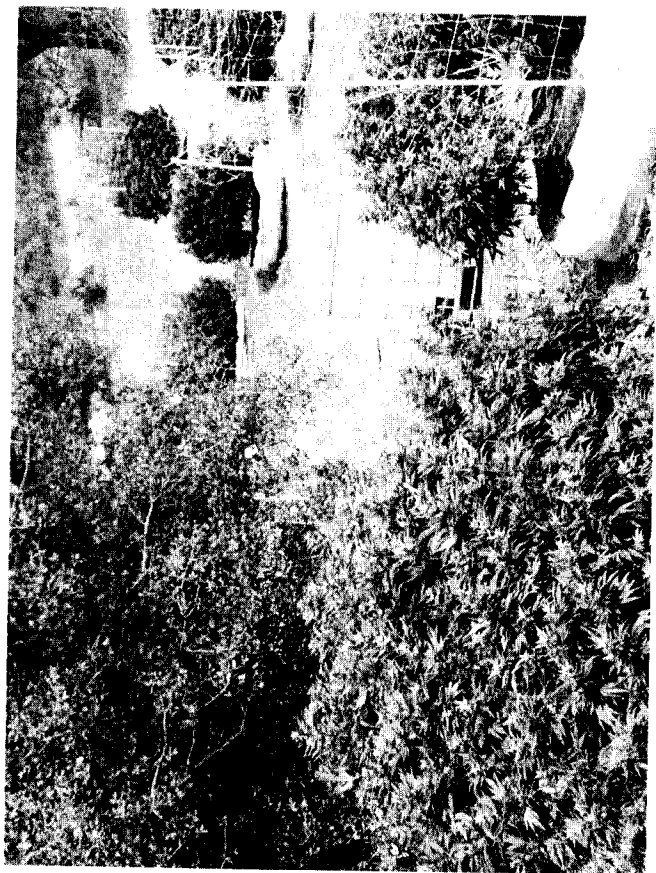
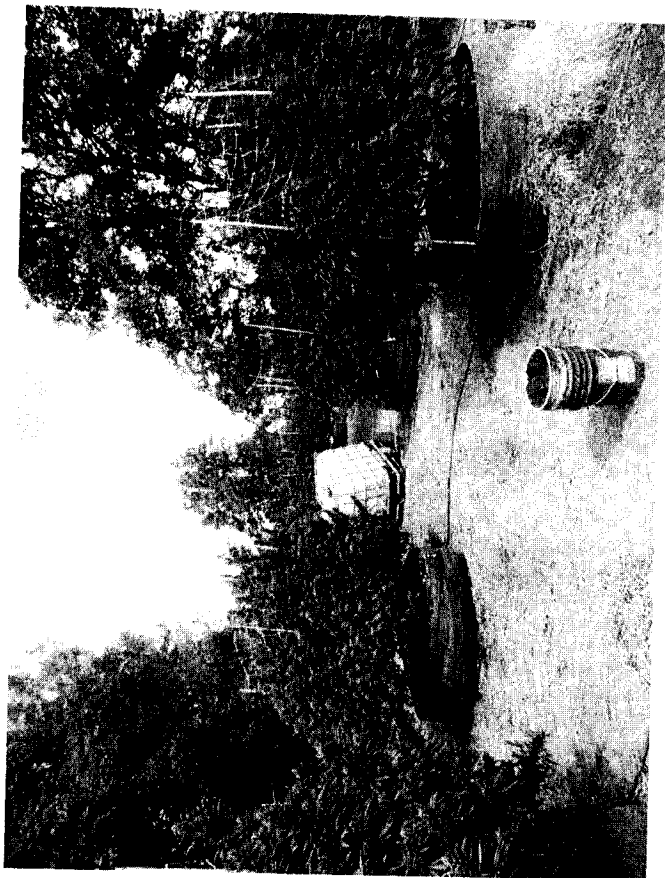


Attachment F - Photographs





Attachment F - Photographs





RECEIVED

SEP 26 2016

COMMUNITY DEVELOPMENT
& SERVICES AGENCY

(457-1016) Admin... - 27 of 30

Law Office of Charnel James
A New Dawn in Legal Representation

Charnel James, Esq

September 23rd, 2016

The County of Yuba
Community Development Department / Code Enforcement
Attn: Jeremy Strang and Chris Monoco
915 8th Street, Suite 123
Marysville, CA 95901

**RE: Amended Appeal of Citation, MMJ16-0131,
Violation Property Address: 9019 Marysville Road, Oregon House, CA 95962
APN: 048-080-035**

Dear Sirs,

I have been retained by a person of interest, to represent them in all matters related to their use of the property located on **9019 Marysville Road, Oregon House, CA 95962 (APN 048-080-035)**. This will act as the official request for an appeal of the citation dated 9/21/16. In that citation they were cited for the following violations:

- Yuba County Ordinance Code § 7.40.400(A) the cultivation of marijuana in violation of the provisions contained herein or any provisions set forth in Division 10 of the California Health and Safety code.

1. Outdoor cultivation 7.40.300A
2. Cultivation of more than 12 plants 7.40.300C NUMBER OF PLANTS: 137
3. Water source/discharges 7.40.300D
4. Cultivation environment; health, safety, welfare; dust, odor, traffic, chemicals 7.40.300E
5. Lack of dwelling 7.40.310
6. Use of extension cord(s) 7.40.320A3
7. Lack of registration 7.40.340

- Yuba County Ordinance Code § 7.40.340 *the cultivation of marijuana without first registering the cultivation and paying the required fee.*

- Yuba County Ordinance Code § 7.40.400(B) *The cultivation of marijuana on a parcel that does not have an occupied, legally established Dwelling.*

- Yuba County Ordinance Code § 7.40.400(E) *The cultivation of marijuana in a manner that exceeds 12 plants*

of plants: 137

- Yuba County Ordinance Code § 7.40.400(G) Any violation of any Ordinance or State law or any public nuisance defined or known at common law or in equity jurisprudence, including but not limited to the following violations:

1. Emplacement and occupancy of a recreational vehicle as a place of human habitation in violation of the Yuba County Ordinance Code, Chapter 10.20

2. Construction/erection of a building/structure without first obtaining a building permit in violation of the Yuba County Ordinance code, Chapter 10.05

3. Accumulation and storage of abandoned, wrecked, dismantled or inoperable vehicles, or parts thereof, in violation of the Yuba County Ordinance Code, Chapter 7.35

4. Maintaining an environment for the propagation and harborage of vector and vermin by the accumulation and storage of junk, trash and debris in violation of the Yuba County Ordinance Code, Chapter 7.36

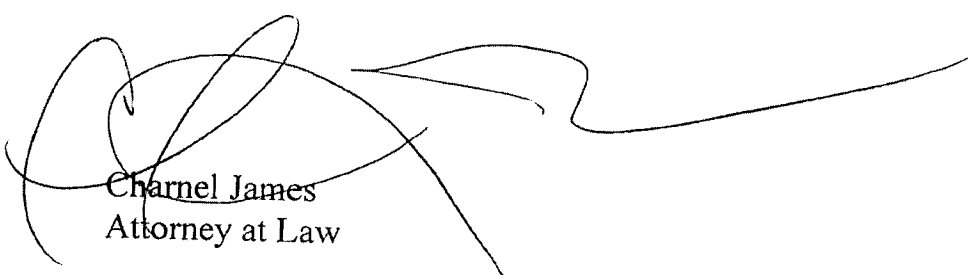
It is my clients position that they are in compliance with the current ordinance, and that there is no actual neighborhood complaint. I will be representing either the client or tenant at that hearing and would appreciate being added to the mailing list for when that will take place, and to receive a copy of the staff report once it is complete.

On September 21, 2016 my client received the Notice and Order to Abate Public Nuisance and was given until September 22, 2016 to correct any violations, the amount of time given to my client was not even 24 hours. The expiration was clearly not sufficient time given to my client to correct any violation.

Providing the date time of the administrative hearing will allow us sufficient time to prepare our response to the allegations that my client is out of compliance with the code and/or if it is a nuisance.

As discussed, it is our understanding that the previous fees paid would be transferred from the previous appeal.

Sincerely,



Charnel James
Attorney at Law

YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: October 18, 2016

Case #: MMJ16-0131

APN: 048-080-035

Owner: Jevaughn Bennett

Situs: 9019 Marysville Road, Oregon House, CA 95962

Date	Reason for Charge	Hours	Total
7/14/2016	Received Complaint, Opened Case*	0.5	\$ 73.50
7/15/2016	Research Property*	0.5	73.50
7/15/2016	Inspection Attempted*	0.25	36.75
7/22/2016	Inspection with YCSO*	1.0	147.00
9/20/2016	Warrant Prep for Inspection*	4.0	588.00
9/21/2016	Inspection, Two (2) Officers*	1.0	147.00
10/3/2016	Inspection from Right-of-Way	0.25	36.75
10/4/2016	Return of Warrant	1.0	147.00
10/5/2016	Inspection from Right-of-Way	0.25	36.75
10/5/2016	Hearing Prep	3.0	441.00
10/6/2016	Hearing Prep	3.0	441.00
10/7/2016	Hearing Prep	5.0	735.00
10/10/2016	Hearing Prep	2.0	294.00
	Total Staff Hours Billed at \$147.00 per Hour	21.75	\$ 3,197.25
8/2/2016	Notice of Non-Compliance*	FEE	147.00
8/2/2016	CDSA Processing Fee, One Document*	FEE	73.50
9/21/2016	Notice and Order to Abate Public Nuisance*	FEE	1,470.00
10/18/2016	Administrative Penalty, 28 Days @ \$14,800.00 Per Day Accrued Daily, September 21, 2016 - October 18, 2016	PENALTY	414,400.00
10/18/2016	CDSA Support Fee (6%)	FEE	293.27
		Total	\$419,581.02

* Charges are reflected in Unpaid Billing Statement #752

* Charges are reflected in Unpaid Billing Statement # 753