

BOARD OF SUPERVISORS

AMENDED 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.

JANUARY 24, 2017

ADDENDUM TO AGENDA: Add to County Departments item D1 Community Development and Services

8:30 A.M. YUBA COUNTY WATER AGENCY

9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard and comments shall be limited to three minutes per individual or group.

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Lofton

II. ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, 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. (029-0117) Adopt resolution approving participation in the Unified Statewide Disadvantaged Business Enterprise Certification Program as required by Federal regulations and authorizing County Administrator to execute agreement and declaration; and approve Policy Statement and authorize Director of Administrative Services to execute.

B. Board of Supervisors

1. (023-0117) Appoint Andi Crivello to Yuba County Community Services Commission as a District Four Representative for a term to end December 31, 2020.
2. (024-0117) Appoint Kelly D. McNally to Yuba County Planning Commission as the District Four Representative with a term to end January 11, 2021.
3. (025-0117) Appoint Kendra Pepper to Sutter-Yuba Behavioral Health Advisory Board as an At-Large Representative with a term to end June 30, 2017.
4. (026-0117) Appoint Norma Stohlman to Yuba County Commission on Aging as a District Four Representative with term to end December 31, 2020.
5. (027-0117) Reappoint Patricia Camarena to Historic Resources Commission as a District Four Representative for a term to end January 10, 2021.

C. Community Development and Services

1. (028-0117) Approve Amendment No. 3 to agreement with Quincy Engineering Inc. for professional services regarding Alleghany Road Bridge Project and authorize Chair to execute.

D. Emergency Services

1. (030-0117) Adopt resolution proclaiming the ongoing existence of a local emergency due to tree mortality.
2. (031-0117) Adopt resolution confirming and ratifying Resolution No. 2017-2, which proclaimed the existence of a local emergency due to flood waters in the County of Yuba and deeming the local emergency to exist until its termination is proclaimed by the Board of Supervisors in accordance with Government Code §8630.

E. Health and Human Services

1. (032-0117) Approve 1st amendment to agreement with NorCal Services for Deaf and Hard of Hearing, Inc. to increase funding for communication services and authorize Chair to execute.
2. (033-0117) Adopt resolution authorizing Director of Health and Human Services to enter into and execute agreement for the County Medical Services Program County Wellness and Prevention Pilot Project and any other documents related to this program.

F. Human Resources

1. (034-0117) Adopt resolution amending Basic Salary/Hourly Schedule as it relates to classifications in Deputy District Attorney Association in District Attorney Office effective January 1, 2017.

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

V. **COUNTY DEPARTMENTS**

A. Board of Supervisors

1. (038-0117) Appoint Board Member to Yuba County Redevelopment Agency Oversight Board. (No background material) (Five minute estimate)

B. County Administrator

1. (035-0117) Review and consider Sloan Vasquez McAfee, LLC report and recommendations for Solid Waste Collection Services Contract; Consider recommendations for next steps including not providing a four year extension and renegotiating current agreement with our current service provider; and provide staff direction as appropriate. (Twenty minute estimate).

C. Information Technology

1. (036-0117) Authorize Budget Adjustment in the amount of \$182,000 from Account No. 219 0000 101 0100 to No. 101 1900 190 1700 for purchase of additional network and server equipment for new Sheriff Facility. (Ten minute estimate)

D. Community Development and Services

1. (039-0117) Receive road damage assessment from storms and authorize Budget Transfer in the total amount of \$370,000 from General Fund Contingency to Disaster Accounting Fund 163 for road repairs. (Ten minute estimate)

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

- A. (037-0117) Letter from Director Charles Matthews Jr. informing of resignation from Cordua Irrigation District effective January 9, 2017.

- VII. **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.
- VIII. **CLOSED SESSION**
- A. Pending litigation pursuant to Government Code §54956.9(d)(1) - Hedrick vs. Grant
- IX. **ADJOURN**

01/27/2017 **Tri-County Juvenile Rehabilitation Oversight Committee**
8:30 A.M. **Yuba County Government Center**
 Wheatland Room
 915 8th Street
 Marysville, California

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

The County of Yuba

Department of Administrative Services

Doug McCoy - Director



(029-0117) Adopt... - 1 of 36


BUILDING & GROUNDS	749-7880
FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7891
PRINT SHOP	749-7880
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880

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

January 24, 2017

TO: YUBA COUNTY BOARD OF SUPERVISORS

CC: Robert Bendorf, County Administrator

FROM: Doug McCoy, Director of Administrative Services 

SUBJECT: Resolution approving the County of Yuba's participation in a Unified Statewide Disadvantaged Business Enterprise (DBE) Certification Program as required by Federal Regulations; and to further adopt the County's Disadvantaged Business Enterprise Program and authorize the Director of Administrative Services to sign the Policy Statement

Recommendation:

It is recommended that the Board approve the resolution as it relates to the Disadvantaged Business Enterprise Program (DBE) for Yuba County Airport, adopt the Program, and authorize the Director of Administrative Services to execute the DBE Policy Statement.

Background:

In accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 26, the County is required to establish a Disadvantaged Business Enterprise (DBE) Program as a condition of receiving federal assistance for projects at the Yuba County Airport from the Federal Aviation Administration (FAA) that exceeds \$250,000 in FAA funds in a federal fiscal year. The FAA requires that the County execute a California Unified Certification Program (CUCP) Agreement.

Discussion:

The California Unified Certification Program (CUCP) provides "one stop shopping" certification services to small, minority, and women-owned businesses seeking to participate in the United States Department of Transportation (USDOT) Disadvantaged Business Enterprise (DBE) Program. As mandated by USDOT in the DBE Program, Final Rule 49 Code of Federal Regulations (CFR), Parts 23 and 26, all public agencies that receive USDOT federal financial assistance must participate in a statewide unified certification program.

The CUCP is charged with the responsibility of overseeing the certification activities performed by various certifying agencies, and compiling and maintaining a single statewide database of certified DBEs. Airports are not required to be certifying agencies; therefore, the agreement filed will designate the County as a non-certifying member.

The subject Disadvantaged Business Enterprise (DBE) Program Policy Statement and document has been prepared in accordance with the requirements of the Federal Aviation Administration, Office of Civil Rights. The DBE Program aims to increase the participation of minority and women-owned businesses in state and local transportation projects that are funded by the Department of Transportation through the Federal Aviation Administration (FAA), the federal Highway Administration (FHWA), and the Federal Transit Administration (FTA). Airports are required to have a separate DBE Program. The Yuba County Public Works Department has a similar program based on their requirements for federal funding received through Caltrans.

The Yuba County Airport is in the process of completing the engineering plans for the completion of the

Airport's north apron rehabilitation and has received approval from the Federal Aviation Administration to move forward with a grant application for the construction. The construction of the project is estimated at \$10 million and therefore a DBE Program must be in place as a condition of applying for the construction grant. The authorization to file the grant application will be brought before the Board at a separate meeting.

(029-0117) Adopt... - 2 of 36

Committee Action:

This item was not presented to the Public Facilities Committee as it is considered a routine document in order to apply for a federal FAA grant that exceeds \$250,000. The related project items have been before the Board on May 13, 2014, July 22, 2014, and September 27, 2016.

Fiscal Impact:

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

Attachment

CUCP AGREEMENT/DECLARATION OF STATUS LETTER

TO: CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)

FROM: _____, (Recipient)

Address: _____

Recipient hereby acknowledges and agrees that:

- (1) As a recipient of Federal Financial Assistance from the U.S. Department of Transportation (DOT), Recipient has an established Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.
- (2) By this Letter, Recipient officially becomes a signatory to the Memorandum of Agreement (MOA) for the establishment of a Unified Certification Program among all U.S. DOT recipients in California, as approved by the Secretary of Transportation on March 13, 2002, and amended on March 21, 2006.
- (3) In accordance with said MOA, Recipient hereby makes a declaration to become either a Certifying CUCP Member or a Non-Certifying CUCP Member.
 - (a) A Certifying CUCP Member maintains DBE certification processes including reviewing DBE applications, conducting site visits and making decisions on DBE status; processing annual updates; maintaining DBE certification files; and conducting appeal and third party challenge hearings. A Certifying CUCP Member is responsible for providing certification information and updates for inclusion in the DBE Database.
 - (b) A Non-Certifying CUCP Member does not process DBE certifications for inclusion in the DBE Database.
- (4) CUCP Members may be requested to contribute funds to support the CUCP.
- (5) All CUCP Members will accept the DBE status of firms included in the DBE Database for use in their contracting activities.

Based on the foregoing, Recipient hereby declares its status as:

- ☐ A CERTIFYING CUCP MEMBER
- ☐ A NON-CERTIFYING CUCP MEMBER

Recipient may change its status upon submission of a new Declaration Letter to the Chair of the CUCP.

DATE: _____

(Signature of Recipient Agency Official)

(Name and Title)

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: _____

Participation in CUCP acknowledged:

Date
(Secretary, California Unified Certification Program)

Date
(Chair, California Unified Certification Program)

**DEPARTMENT OF TRANSPORTATION
DBE PROGRAM – 49 CFR PART 26**

**YUBA COUNTY AIRPORT
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The County of Yuba, owner of Yuba County Airport, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The County has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the County has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the County to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. To assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The Airport Manager has been delegated as the DBE Liaison Officer. In that capacity, the Airport Manager is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the County in its financial assistance agreements with the Department of Transportation.

This policy has been adopted by the Yuba County Board of Supervisors and has been disseminated to all of the components of our organization. The County will distribute this statement to DBE and non-DBE business communities that perform work for the County on DOT-assisted contracts. The County and all of its contractors and subcontractors will take all reasonable steps in accordance with 49 CFR Part 23 to ensure that DBE firms have the maximum opportunity to compete for and perform contracts.

Doug McCoy, Director of Administrative Services

APPROVED AS TO FORM

Date

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 

Page 1 of 31

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The County is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, et seq.

Section 26.5 Definitions

The County will use terms in this program that have the meaning defined in Section 26.5.

Section 26.7 Non-discrimination Requirements

The County will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the County will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11

We will report DBE participation to DOT/FAA as follows:

We will transmit to FAA annually on December 1, the "Uniform Report of DBE Awards or Commitments and Payments" form, found in Appendix B to this part. We will also report the DBE contractor firm information either on the FAA DBE Contractor's Form or other similar format. We will begin using the revised Uniform Report of DBE Awards or Commitments and Payments for reporting FY 2017 reports due December 1, 2017.

Bidders List: 26.11(c)

The County will create and maintain a bidders list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our DOT-assisted contracts for use in helping to set our overall goals. The bidders list will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

Section 26.13 Federal Financial Assistance Agreement

The County has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a) - Each financial assistance agreement the County signs with a DOT operating administration (or a primary County) will include the following assurance:

The County shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The County shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The [County's] DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the County of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Contract Assurance: 26.13b

The County will ensure that the following clause is included in each contract we sign with a contractor and each subcontract the prime contractor signs with a subcontractor:

The contractor, sub County or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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 the County deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The County is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year. We are not eligible to receive DOT financial assistance unless DOT has approved our DBE program and we are in compliance with it and this part. We will continue to carry out our program until all funds from DOT financial assistance have been expended. We do not have to submit regular updates of our program, as long as we remain in compliance. However, we will submit significant changes in the program for approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The County has designated a DBE Liaison Officer. In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the County complies with all provision of 49 CFR Part 26. The name, address, and telephone number, electronic mail address,

and an organization chart displaying the DBELO's position in the organization is found in Attachment A to this program. The DBELO has direct, independent access to the Director of Administrative Services concerning DBE program matters.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Analyzes progress toward attainment and identifies ways to improve progress.
6. Participates in pre-bid meetings.
7. Advises the governing body on DBE matters and achievement.
8. Determine contractor compliance with good faith efforts.
9. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
10. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of the County to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

There are currently no financial institutions that meet this criteria in the area. A review of the financial institutions will be conducted annually.

Section 26.29 Prompt Payment Mechanisms

The County has established, as part of its DBE Program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.

The County will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

Section 26.31 Directory

The County uses the State of California DBE directory, maintained by the State. The directory lists the firm's name, address, phone number, and the type of work the firm has been certified to perform as a DBE. In addition, the directory lists each type of work for which a firm is eligible to be certified by using the most specific NAICS code available to describe each type of work.

The Directory is updated daily and may be found at www.dot.ca.gov/hq/bep or at the California Department of Transportation, Office of Business & Economic Opportunity, 1823 14th Street, Sacramento, CA 95811, 916/324-0449.

Section 26.33 Over-concentration

County has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

County has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

The County will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. We will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.
3. We will implement a mechanism that will provide for a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Section 26.39 Fostering Small Business Participation

The County has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The County's small business element is incorporated as Attachment 10 to this DBE Program. We will actively implement the program elements to foster small business participation; doing so is a requirement of good faith implementation of our DBE Program.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The County does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The County will establish an overall DBE goal covering a three-year federal fiscal year period if we anticipate awarding DOT/FAA funded prime contracts the cumulative total value of which exceeds \$250,000 during any one or more of the reporting fiscal years within the three-year goal period. In accordance with Section 26.45(f) the County will submit its Overall Three-year DBE Goal to FAA by August 1st as required by the established schedule below.

Airport Type	Region	Date Due (Goal Period)	Next Goal Due (Goal Period)
Large & Medium Hub Primary	All Regions	August 1, 2013 (2014/2015/2016)	August 1, 2016 (2017/2018/2019)
Small Hub Primary	All Regions	August 1, 2014 (2015/2016/2017)	August 1, 2017 (2018/2019/2020)
Non-Hub Primary	All Regions	August 1, 2015 (2016/2017/2018)	August 1, 2018 (2019/2020/2021)
Non-Primary (GAs, Relievers and State DOTs)	Alaskan, Eastern, & Great Lakes	August 1, 2013 (2014/2015/2016)	August 1, 2016 (2017/2018/2019)
Non-Primary (GAs, Relievers and State DOTs)	New England, Northwest Mountain, & Southern	August 1, 2014 (2015/2016/2017)	August 1, 2017 (2018/2019/2020)
Non-Primary (GAs, Relievers and State DOTs)	Central, Southwest, and Western- Pacific	August 1, 2015 (2016/2017/2018)	August 1, 2018 (2019/2020/2021)

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the County does not anticipate awarding DOT/FAA funded prime contracts the cumulative total value of which exceeds \$250,000 during any of the years within the three-year reporting period, we will not develop an overall goal; however, this DBE Program will remain in effect and the County will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

The first step is to determine the relative availability of DBEs in the market area, "base figure". The second step is to adjust the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the County would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on Contracts.

In establishing the overall goal, the County will provide for consultation and publication. This includes consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the County's efforts to establish a level playing field for the participation of DBEs.

Following the consultation, the County will publish a notice of the proposed overall goal before submission to the operating administration on August 1st. The notice will be posted on our official internet web site and may be posted in any other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the operating administration, the revised goal will be posted on our official internet web site. We will inform the public that the proposed overall goal and its rationale are available for inspection during normal business hours at our principal office and that the County and DOT/FAA will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed. **The public comment period will not extend the August 1st deadline.**

Our Overall Three-Year DBE Goal submission to DOT/FAA will include a summary of information and comments received, if any, during this public participation process and our responses.

We will begin using our overall goal on October 1 of the reporting period, unless we have received other instructions from DOT.

Section 26.47 Failure to meet overall goals.

The County will maintain an approved DBE Program and overall DBE goal, if applicable as well as administer our DBE Program in good faith to be considered to be in compliance with this part.

If the County awards and commitments shown on our Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will do the following in order to be regarded by the Department as implementing your DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and our awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems we have identified in our analysis and to enable us to meet fully your goal for the new fiscal year;
- (3) County will retain the analysis and corrective actions developed under paragraphs (c) (1) and (2) of this section to the FAA for approval.

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

The County will use race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

- (1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39 of this part.

- (2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
- (3) Providing technical assistance and other services;
- (4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on County mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
- (5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
- (6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
- (7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
- (8) Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
- (9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Section 26.51(d-g) Contract Goals

The County will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under § 26.39.

If our approved projection under paragraph (c) of this section estimates that we can meet our entire overall goal for a given year through race-neutral means, we will implement our program without setting contract goals during that year, unless it becomes necessary in order to meet our overall goal.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts (26.53(a) & (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

The DBE Liaison Officer is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible.

We will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Information to be submitted (26.53(b))

The County treats bidders' compliance with good faith efforts' requirements as a matter of responsibility. Each solicitation for which a contract goal has been established will require the bidders to submit the following information within ten (10) business days of being notified that they are the successful bidders, but before the contract is executed:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description of the work that each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating;
- (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- (5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- (6) If the contract goal is not met, evidence of good faith.

Administrative reconsideration (26.53(d))

Within seven (7) business days of being informed by County that it is not [responsive or responsible] because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: Director of Administrative Services, 915 8th Street, Marysville, CA 95901. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedures in situations when there are contract goals (26.53(f)(g))

The County will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

We will require that a prime contractor not terminate a DBE subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE firm) without our prior written consent. This includes, but not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

We will provide such written consent only if we agree, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (6) We have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides to us written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that we have determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to us its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise us and the contractor of the reasons, if any, why it objects to the proposed termination of its

subcontract and why we should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), we may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

The County will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that we established for the procurement. The good faith efforts shall be documented by the contractor. If we request documentation from the contractor under this provision, the contractor shall submit the documentation to us within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the County shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

We will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that we deem appropriate if the prime contractor fails to comply with the requirements of this section.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of __ percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; and (5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; (6) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. We will not count the participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

County ensures that only DBE firms currently certified by the California Unified Certification Program will participate as DBE's on DOT-assisted contracts.

SUBPART E – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation and intimidation or retaliation

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any provision of Federal or state law, we will not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, we will transmit this information to DOT in any certification appeal proceeding under § 26.89 of this part or to any other state to which the individual's firm has applied for certification under § 26.85 of this part.

ATTACHMENTS

- Attachment 1 Regulations: 49 CFR Part 26
- Attachment 2 Organizational Chart
- Attachment 3 Bidder's List Collection Form
- Attachment 4 DBE Directory or link to DBE Directory
- Attachment 5 Overall Goal Calculations
- Attachment 6 Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
- Attachment 7 DBE Monitoring and Enforcement Mechanisms
- Attachment 8 DBE Certification Application Form
- Attachment 9 State's UCP Agreement
- Attachment 10 Small Business Element Program

ATTACHMENT 1
Regulations: 49 CFR Part 26

Website Address:

<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=d5a9384e265a7c19daac06c9c4e00152&ty=HTML&h=L&n=pt49.1.26&r=PART>

Following is the Contents Page of Part 26:

**PART 26—PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN
DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS**

Contents:

Subpart A—General

- §26.1 What are the objectives of this part?
- §26.3 To whom does this part apply?
- §26.5 What do the terms used in this part mean?
- §26.7 What discriminatory actions are forbidden?
- §26.9 How does the Department issue guidance and interpretations under this part?
- §26.11 What records do recipients keep and report?
- §26.13 What assurances must recipients and contractors make?
- §26.15 How can recipients apply for exemptions or waivers?

Subpart B—Administrative Requirements for DBE Programs for Federally-Assisted Contract

- §26.21 Who must have a DBE program?
- §26.23 What is the requirement for a policy statement?
- §26.25 What is the requirement for a liaison officer?
- §26.27 What efforts must recipients make concerning DBE financial institutions?
- §26.29 What prompt payment mechanisms must recipients have?
- §26.31 What information must you include in your DBE directory?
- §26.33 What steps must a recipient take to address overconcentration of DBEs in certain types of work?
- §26.35 What role do business development and mentor-protégé programs have in the DBE program?
- §26.37 What are a recipient's responsibilities for monitoring the performance of other program participants?
- §26.39 Fostering small business participation.

Subpart C—Goals, Good Faith Efforts, and Counting

- §26.41 What is the role of the statutory 10 percent goal in this program?
- §26.43 Can recipients use set-asides or quotas as part of this program?
- §26.45 How do recipients set overall goals?
- §26.47 Can recipients be penalized for failing to meet overall goals?
- §26.49 How are overall goals established for transit vehicle manufacturers?
- §26.51 What means do recipients use to meet overall goals?
- §26.53 What are the good faith efforts procedures recipients follow in situations where there are contract goals?
- §26.55 How is DBE participation counted toward goals?

Subpart D—Certification Standards

- §26.61 How are burdens of proof allocated in the certification process?
- §26.63 What rules govern group membership determinations?
- §26.65 What rules govern business size determinations?
- §26.67 What rules determine social and economic disadvantage?
- §26.69 What rules govern determinations of ownership?
- §26.71 What rules govern determinations concerning control?
- §26.73 What are other rules affecting certification?

Subpart E—Certification Procedures

- §26.81 What are the requirements for Unified Certification Programs?
- §26.83 What procedures do recipients follow in making certification decisions?
- §26.85 Interstate certification.
- §26.86 What rules govern recipients' denials of initial requests for certification?
- §26.87 What procedures does a recipient use to remove a DBE's eligibility?
- §26.88 Summary suspension of certification.
- §26.89 What is the process for certification appeals to the Department of Transportation?
- §26.91 What actions do recipients take following DOT certification appeal decisions?

Subpart F—Compliance and Enforcement

- §26.101 What compliance procedures apply to recipients?
- §26.103 What enforcement actions apply in FHWA and FTA programs?
- §26.105 What enforcement actions apply in FAA programs?
- §26.107 What enforcement actions apply to firms participating in the DBE program?
- §26.109 What are the rules governing information, confidentiality, cooperation, and intimidation or retaliation?

Appendix A to Part 26—Guidance Concerning Good Faith Efforts

Appendix B to Part 26—Uniform Report of DBE Awards or Commitments and Payments Form

Appendix C to Part 26—DBE Business Development Program Guidelines

Appendix D to Part 26—Mentor-Protégé Program Guidelines

Appendix E to Part 26—Individual Determinations of Social and Economic Disadvantage

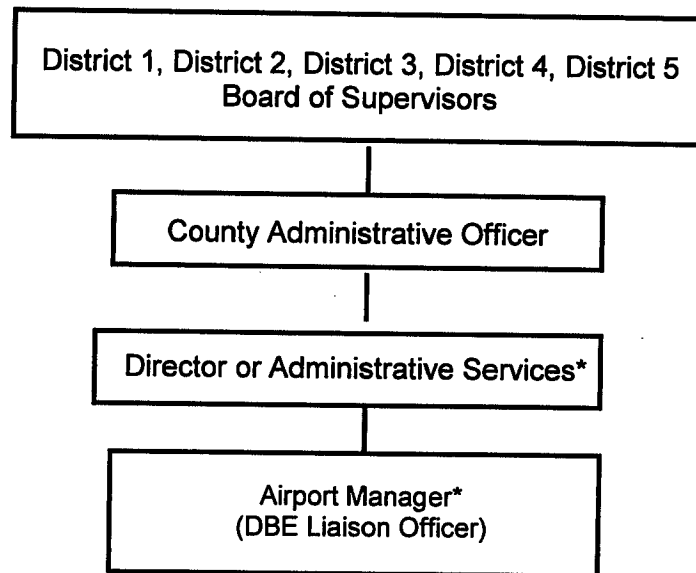
Appendix F to Part 26—Uniform Certification Application Form

Appendix G to Part 26—Personal Net Worth Statement

ATTACHMENT 2

Organizational Chart

ADMINISTRATIVE SERVICES DEPARTMENT AIRPORT DIVISION



*Chart shows the DBE Liaison Officer has direct access to the Director of Administrative Services who has direct access to CAO and Board

ATTACHMENT 3
Bidder's List Collection Form

Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via State's UCP Directory)	Age of Firm	Annual Gross Receipts
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

ATTACHMENT 4
DBE DIRECTORY

The County uses the State of California DBE directory, maintained by the State
and can be found at:
www.dot.ca.gov/hq/bep

ATTACHMENT 5**Section 26.45: Overall DBE Three-Year Goal Methodology****Name of County:** County owner of Yuba County Airport**Goal Period:** FY-2016-2017-2018 – October 1, 2015 through September 30, 2018)

DOT-assisted contract amount:	FY-2016	\$ 31,050
	FY-2017	\$1,998,770
	FY-2018	\$ 150,000
	Total	\$2,179,820

Overall Three-Year Goal: 5.28%, to be accomplished through 100% RN**Total dollar amount to be expended on DBE's:** \$105,526**Describe the Number and Type of Contracts that the airport anticipates awarding:****Contracts Fiscal Year #1**

1. Airport Pavement Management Plan - \$31,050

Contracts Fiscal Year #2

1. Apron Rehabilitation - \$1,998,770

Contracts Fiscal Year #3

1. East Hangar Area Taxiway Design - \$150,000

Market Area: Butte, Colusa, Glenn, Nevada, Placer, Sacramento, San Joaquin, Solano, Sutter, Tehama, Yolo, and Yuba Counties**Step 1. 26.45(c) Actual relative availability of DBE's**

The base figure for the relative availability was calculated as follows:

Method: The State of California DBE Directory was reviewed. The total firms in the table below were taken from the 2014 Census Bureau categories of Highway Construction, Site Preparation, Engineering Services, Environmental Consulting Services, and Water & Sewer Line Construction.

NAICS	Type of Work	Total DBE's	Total All Firms
5413	Engineering Design	0	620
238910	Site Preparation; Earthwork	20	281
237310	Asphalt, concrete, dust control, painting	5	101
237110	Underground piping	6	105
Total		31	487

The total number of firms, ready, willing, and able to perform the work necessary is 487 firms. The total number of DBEs available of the 487 firms is 31. This figure was based on the DBE Query form for firms indicating a willingness to work in Yuba County, and located within the market region.

The Engineering Design category was not used for total number of firms as there were no DBE firms in the market area, resulting in a goal less than 1 percent. Contracts #1 and #3 will be completed with the Airport's FAA-approved engineering firm as they are planning grant projects.

Utilizing this information, the step one base figure was calculated by dividing the number of DBEs ready, willing, and able to bid for the contract work to be funded during the goal period by the number of firms (both DBEs and non-DBEs) ready, willing, and able to bid for the types of work to be funded. Using this process, 31 is divided by 487 to arrive at 6.36%

$$\frac{20 + 5 + 6 \text{ DBEs available by NAICS code}}{31} = 6.36\%$$

$$\frac{281+101+105 \text{ firms available by NAICS code}}{487}$$

To be more accurate, weighting was used. The table below shows the calculations used to determine the weighted percentage.

Contract Name	Trade Description	NAICS Description	NAICS	Trade (\$)	Census	Directory	DBE (%) (= G/F)	DBE (\$) (= E x H)
Apron Rehab	Site preparation; earthwork	Site preparation	238910	\$245,700	281	20	7.12%	17,495
	Asphalt, Concrete, Dust Control	Highway & Street Construction	237310	\$1,588,010	101	5	4.95%	78,606
	Underground Piping	Water & Sewer Line & Related Structures	23712	\$165,060	105	6	5.71%	9,425
Total Contract				\$1,998,770	487	31	5.28%	\$105,526

The 4th column presents the NAICS codes for the project anticipated to be awarded during this goal period, in FY 2017.

Column 5 is the federal estimated dollar amount for the project, based on the NAICS code.

Column 6 (total DBE and non-DBEs available by NAICS code) and column 7 (total DBEs by NAICS code) were used to determine the percentage in column 8 of DBEs available for each code using the calculation of $\text{directory\#/census\#}$

The last column presents the dollar amount that relates to the available DBEs and the total contract amount for each NAICS code, utilizing the percentage in column 8.

The total DBE weighted percentage was determined to be 5.28% by calculating the total DBE \$\$ in column 8 divided by the total contract \$\$ in column 5 ($\$105,526/\$1,998,770 = 5.28\%$)

In the determination of the weighted percentage, the percentage of the dollars for each NAICS code divided by total contract dollars for the project was first determined to be 12.3% for Site Preparation, 79.4% related to Asphalt, Concrete, Dust Control; and 8.3% is Underground Piping. The calculations are shown below:

Site Preparation, NAICS Code 238910
 $\$245,700/\$1,998,770 = 12.3\%$ of total project

Asphalt, Concrete, Dust Control, NAICS Code 237310
 $\$1,588,010/\$1,998,770 = 79.4\%$ of total project

Underground Pipe, NAICS Code 23712
 $\$165,060/\$1,998,770 = 8.3\%$ of total project

The detailed calculations are shown below:

$$[.123 (.0712) + .794 (.0495) + .083 (.0571)] \times 100 =$$

$$[.00875 + .0393 + .0047] \times 100 =$$

5.28% Step One Base Figure, Weighted

Step 2. 26.45(d): Adjustments to Step 1 base figure.

There is no recent historical DBE data to reference to make an adjustment to the Step 1 base figure. The last contract was awarded in FY 2009 with an actual DBE use of .007 percent. Therefore, the Airport is adopting its base figure utilizing the anticipated contract award as its overall goal for this three-year goal period or 5.28%.

Race and Gender Neutral (RN) Means of Meeting the Overall DBE Goal.
 26.51(b) (1-9)

The County will meet the maximum feasible portion of its overall goal by using Race-neutral means of facilitating DBE participation. Race-neutral means include, but are not limited to, the following:

1. *Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;*
2. *Providing assistance in overcoming limitations such as inability to obtain bonding or financing;*
3. *Providing technical assistance and other services;*
4. *Carrying out information and communications programs on contracting procedures and specific contract opportunities;*
5. *Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBE's and other small businesses;*
6. *Providing services to help DBE's and other small businesses improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;*
7. *Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;*

8. *Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and*
9. *Assist DBE's and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.*

PUBLIC PARTICIPATION

Consultation: Section 26.45(g)(1).

The County submits its overall DBE three-year goal to DOT on August 1 as required by the set schedule.

Before establishing the overall goal, the County will consult with the Yuba County Public Works Department to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the County efforts to establish a level playing field for the participation of DBEs

Following the consultation, we will publish a notice in the Appeal Democrat of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the airport administration building for 30 days following the date of the notice, and informing the public that the County and DOT will accept comments on the goals for 30 days from the date of the notice

Our overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses, if any.

Sample Public Notice Language:

PUBLIC NOTICE

The County hereby announces its fiscal years 2016 through 2018 goal of 5.28% for Disadvantaged Business Enterprise (DBE) airport construction Contracts. The proposed goals and rationale is available for inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday at Yuba County Airport, 1364 Sky Harbor Drive, Olivehurst, CA 95961, for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 30 days from the date of this publication and can be sent to the following:

Airport Manager
Yuba County Airport
1364 Sky Harbor Drive
Olivehurst, CA 95961

AND

Patricia A. Wright
DBE and ACDBE Program Compliance Specialist
Federal Aviation Administration
Office of Civil Rights – AWP-9

Contract Goals

The County will use contract goals to meet any portion of the overall goal that the County does not project being able to meet using RN means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the County's overall goal that is not projected to be met through the use of RN means.

The County will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. It need not establish a contract goal on every such contract, and the size of the contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work and availability of DBE's to perform the particular type of work).

We will express our contract goals as a percentage of the Federal share of a DOT-assisted contract.

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1 & 2

[Forms 1 and 2 will be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By _____
(Signature)

Date: _____

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Submit this page for each DBE subcontractor.

ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

The County has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to California Civil Code Section 3300-3322.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

ATTACHMENT 8
DBE Certification Application Form

The form is available at <http://californiaucp.org/>

ATTACHMENT 9
State's UCP Agreement

ATTACHMENT 10

Small Business Element

Section 26.39 Fostering Small Business Participation

Objectives

In accordance with the requirements of 49 CFR Part 26, the County is incorporating this small business element in its DBE program to facilitate competition by and expansion of opportunities for DBEs and other small businesses.

The County is committed to taking all reasonable steps to eliminate obstacles to the participation of DBEs and other small businesses as prime contractors or subcontractors in federally-funded County procurements. The County will meet its objectives using a combination of the methods and strategies outlined below.

Definitions

DBEs and other small businesses eligible to participate in the County's DBE program are defined as follows:

Disadvantaged Business Enterprise (DBE): A for-profit small business that is 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. A DBE must be certified as such by a certifying entity of the California Unified Certification Program (CUCP) in accordance with the certification standards of 49 CFR Part 26.

Small Business Enterprise (SBE): A for-profit small business that is independently-owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding 12 months or on sales volume averaged over a three-year period. For the purposes of this element of our DBE Program, Small Business Enterprises must meet the definitions of Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121).

Verification

The County will accept the following certifications and verification procedures for participation in this small business component of its DBE Program, with applicable stipulations:

CUCP DBE Certification: The County will rely upon the certification and verification procedures utilized by the CUCP certifying entities to confirm eligibility of DBEs in accordance with 49 CFR Part 26.

SBA 8(a) Business Development Certification: The County will rely upon the certification and verification procedures described in 13 CFR Parts 121 and 124. Firms will not be permitted to self-certify and are required to submit at the time of proposal submission the following documents as evidence of eligibility:

1. A copy of the firm's tax returns for the most recent three-year period indicating the firm's average gross receipts; and
2. A copy of the firm's payroll statement indicating the average annual employment for the most recent full year.

Monitoring/Record Keeping

The County's DBE program provides for contracting requirements that are structured to facilitate competition by small business concerns, and small business participation in procurements as prime contractors or subcontractors. The reasonable steps the County takes to eliminate obstacles to small business participation include:

1. In multi-year design-build contracts or other large contracts (e.g., for "megaprojects") require bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
2. On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
3. Identify alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.
4. To meet the portion of the overall goal projected to meet through race-neutral measures, ensure that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.
5. Only DBE certified firms will be counted towards the County's DBE race-neutral participation on federally-funded contracts.

Implementation Timeline

The Small Business Element will be implemented upon approval by the Federal Aviation Administration.

Assurances

- Assurance that the program is authorized under state law;
- Assurance that certified DBE's that meet the size criteria established under the program are presumptively eligible to participate in the program;
- Assurance that there are no geographic preferences or limitations imposed on any federally-assisted procurement included in the program;
- Assurance that there are no limits on the number of contracts awarded to firms participating in the program but that every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses;

- Assurance that aggressive steps will be taken to encourage those minority and women owned firms that are eligible for DBE certification to become certified; and
- Assurance that the program is open to small businesses regardless of their location (i.e., that there is no local or other geographic preference).

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

**RESOLUTION APPROVING THE COUNTY OF
YUBA'S PARTICIPATION IN A UNIFIED STATEWIDE
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
CERTIFICATION PROGRAM AS REQUIRED BY
FEDERAL REGULATIONS**

)
)
)
)
)
)
)
)
)
)

Resolution No. _____

WHEREAS, the United States Department of Transportation issued Regulations 49 CFR Part 26 on February 2, 1999, regarding participation by Disadvantaged Business Enterprises (DBE) in U.S. Department of Transportation (DOT) Programs; and

WHEREAS, the U.S. Department of Transportation Regulations require that all recipients of federal financial assistance to participate in a statewide unified DBE certification program.

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

Section 1. The Board hereby approves the County's participation in a Unified Certification Program for Disadvantaged Business Enterprise as required by the federal Regulations of the Department of Transportation.

Section 2. The County Administrative Officer is hereby authorized to execute an agreement and declaration in order that the County of Yuba can participate as a certified member in the Unified Certification Program.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba on the ____ day of January, 2017, by the following vote:

AYES:


NOES:

ABSENT:

Chairman

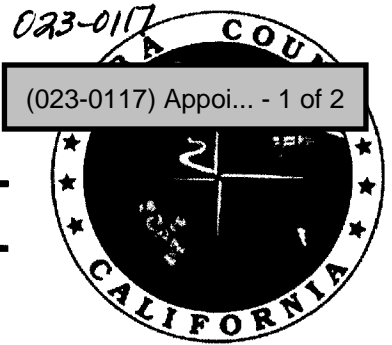
ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
of Supervisors

APPROVED AS TO FORM:


County Counsel

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: Community Services Commission – District Four Representative

Date: January 24, 2017

Recommendation

Appoint Andi Crivello to the Yuba County Community Services Commission as the District Four representative for a term to end December 31, 2020.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and updated bi-monthly. One application has been received and is attached for your review. Supervisor Bradford recommends appointment.

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

Fiscal Impact

None

Committee Action

None required.

/mp

attachment

The County of Yuba

RECEIVED

DEC 22 2016

(023-0117) Appoi... - 2 of 2

Application for Board/Commission/Committee Appointed by the Board of Supervisors

Clerk/Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Yuba County Community Services Commissions

APPLICANT NAME: Andi Crivello

MAILING ADDRESS: [REDACTED] Plumas Lake, CA 95961

PHYSICAL ADDRESS: Same

TELEPHONE: HOME: [REDACTED] WORK: [REDACTED]

EMAIL ADDRESS: [REDACTED]

OCCUPATION/PROFESSION: Bank Manager at Umpqua Bank in Wheatland
SUPERVISOR/ DISTRICT NUMBER: Gary Bradford - District #4

REASONS YOU WISH TO SERVE ON THIS BODY: To connect / Network w/ local community members and utilize financial knowledge to assist in assigning grant money.

QUALIFICATIONS: Resident of District 4

LIST PAST AND CURRENT PUBLIC POSITIONS HELD: N/A

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☐ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: [Signature] DATE: 12/21/16

THIS SECTION FOR OFFICE USE ONLY

- ☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.
- ☐ APPLICANT APPOINTED: _____
- ☐ OTHER: _____

The County of Yuba

Office of Clerk of the Board of Supervisors

024-0117

(024-0117) Appoi... - 1 of 2



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: **Yuba County Planning Commission – District Four Representative**
Date: January 24, 2017

Recommendation

Appoint Kelly McNally to the Yuba County Planning Commission as the District Four representative for a term ending January 11, 2021.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This is a scheduled vacancy. Ms. McNally's application is attached for your review. Supervisor Bradford recommends appointment.

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

Fiscal Impact

None for appointment. Planning Commissioners receive \$75 per meeting attended.

Committee Action

None required.

attachment

The County of Yuba

RECEIVED

DEC 22 2016

(024-0117) Appoi... - 2 of 2

Application for Board/Commission/Committee Appointed by the Board of Supervisors

Clerk/Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

BOARD/COMMISSION/COMMITTEE
ON WHICH YOU WOULD LIKE TO SERVE: Planning Commission

APPLICANT NAME: Kelly D. McNally

MAILING ADDRESS -
(Street/P.O. Box, City, Zip): [REDACTED] Plumas Lake, CA 95961

PHYSICAL ADDRESS
(Street, City, Zip): SAA

TELEPHONE: HOME: [REDACTED] WORK: [REDACTED]

EMAIL ADDRESS: [REDACTED]

OCCUPATION/PROFESSION: Senior Environmental Planner / Branch Chief - Caltrans

SUPERVISOR/ DISTRICT
NUMBER: Supervisor Bradford / District 4

REASONS YOU WISH TO
SERVE ON THIS BODY: As a lifelong resident of Yuba County, I am very passionate doing my part toward its perpetual improvement. I feel very strongly that sound planning principles are essential to the vitality of our community and that I can leverage my technical expertise toward that goal. I have 11 years of Planning experience, which most notably includes the substantial development in South Yuba County as well as the update to the Yuba County General Plan.

QUALIFICATIONS: I am currently a Senior Environmental Planner for the California State Department of Transportation (Caltrans). Prior to that, I served as an Associate Planner for Yuba County where I was involved with much of the development we've seen over the past decade. I am very well versed in Yuba County's land use policies as well as local, State and Federal environmental regulations and how they apply to municipalities, including CEQA and NEPA. I also served as the staff point of contact for the Planning Commission during my time with the County.

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD: I am a member of the Covillaud Parent Teacher Community Organization (PTCO) as well as the primary representative for the MJUSD District Advisory Committee representing Covillaud Elementary School. I understand Parliamentary Procedure as well as Robert's Rules of Order from having served in a staff support role for both the Yuba County Planning Commission and the Yuba County Board of Supervisors.

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Kelly McNally
SIGNATURE

12-22-16
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

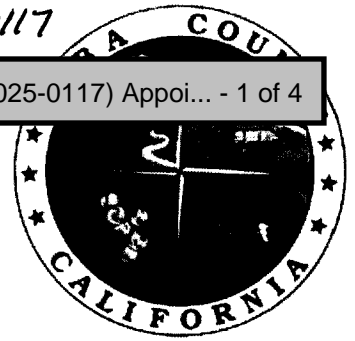
☐ OTHER: _____

The County of Yuba

Office of Clerk of the Board of Supervisors

025-0117

(025-0117) Appoi... - 1 of 4



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: Sutter Yuba Behavioral Health Advisory Board – At-Large Representative
Date: January 24, 2017

Recommendation

Appoint Kendra Pepper to the Sutter Yuba Behavioral Health Advisory Board as an At-Large Representative for a term ending June 30, 2017.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and updated bi-monthly. One application for appointment has been received and is attached for your review. Sutter- Yuba Mental Health Advisory Board recommends approval.

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

Fiscal Impact

None due to appointment.

Committee Action

Brought directly to the Board for consideration.

Attachments

DS/mp



SUTTER-YUBA BEHAVIORAL HEALTH

1965 Live Oak Boulevard, Suite A
PO Box 1520
Yuba City, CA 95992-1520

(025-0117) Appoi... - 2 of 4

RECEIVED

JAN 12 2017





Tony Hobson, Ph.D.
Assistant Director of Health & Human Services
Director of Behavioral Health

Clerk/Board of Supervisors
Administration Services
(530) 822-7200
FAX (530) 822-7627

DATE: January 9, 2017

TO: Yuba County Board of Supervisors

FROM: Tony Hobson, Ph.D. 
Director of Behavioral Health
Manny Vasquez, Chairman 
Behavioral Health Advisory Board

SUBJECT: Recommendation to Appoint Kendra Pepper to the Behavioral Health Advisory Board

On behalf of the Behavioral Health Advisory Board, we wish to recommend the appointment of Kendra Pepper to fill the vacant "At-Large" seat on the Behavioral Health Advisory Board representing Yuba County.

Please schedule for the earliest Board of Supervisor Meeting and advise this office (through Sue Hopper) when Ms. Pepper's appointment has been approved. Thank you for your favorable consideration of our request.

TH:MV/sh

SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969

Adult Outpatient Services: 822-7200
Wellness & Recovery: 822-7200
Forensic Services: 822-7200

TTY-CRS 800-735-2929
Psychiatric Emergency Services: 673-8255
Psychiatric Health Facility: 822-7209
Substance Use Disorder Services: 822-7200

Youth Services: 822-7513
Children's System of Care: 822-7478
Prevention Services: 674-1885

RECEIVED

OCT 13 2016

(025-0117) Appoi... - 3 of 4

The County of Yuba

Clerk/Board of Supervisors

Application for Board/Commission/Committee Appointed by the Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

BOARD/COMMISSION/COMMITTEE
ON WHICH YOU WOULD LIKE TO SERVE:

SYBH

APPLICANT NAME:

Kendra Pepper

MAILING ADDRESS -
(Street/P.O. Box, City, Zip):

[REDACTED]

Marysville
95901

PHYSICAL ADDRESS
(Street, City, Zip):

TELEPHONE:

HOME:

[REDACTED]

WORK:

[REDACTED]

EMAIL ADDRESS:

[REDACTED]

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

REASONS YOU WISH TO
SERVE ON THIS BODY:

I would love to be able to build, invest,
and strengthen my community any way possible

QUALIFICATIONS:

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU
WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF
INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF
MY KNOWLEDGE.

Kendra Pepper

SIGNATURE

DATE

10/11/16

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

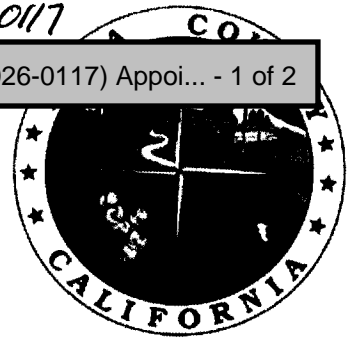
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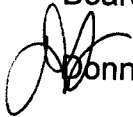
The County of Yuba

Office of Clerk of the Board of Supervisors

026-0117

(026-0117) Appoi... - 1 of 2



To: Board of Supervisors
From:  Donna Stottlemeyer, Clerk of the Board
Subject: Commission on Aging – District Four Representative
Date: January 24, 2017

Recommendation

Appoint Norma Stohlman as a District Four Representative to the Yuba County Commission on Aging for a term ending December 31, 2020.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and updated bi-monthly. One application has been received and is attached for your review. Supervisor Bradford recommends appointment.

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

Fiscal Impact

None

Committee Action

None

attachments

The County of Yuba

RECEIVED

(026-0117) Appoi... - 2 of 2

JAN 06 2017

Application for Board/Commission/Committee
Appointed by the Board of Supervisors

Clerk/Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE:

Commission on Aging

APPLICANT NAME:

Norma Stohlman

MAILING ADDRESS -

(Street/P.O. Box, City, Zip):

[REDACTED] Wheatland, 95692

PHYSICAL ADDRESS

(Street, City, Zip):

[REDACTED] Wheatland, 95692

TELEPHONE:

HOME:

WORK:

0

EMAIL ADDRESS:

OCCUPATION/PROFESSION:

SUPERVISOR/DISTRICT

NUMBER:

Retired

Supervisor Bradford / District 4

REASONS YOU WISH TO

SERVE ON THIS BODY:

to serve the people. I care about people.

QUALIFICATIONS:

understanding of all concerns

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON?

☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Norma Stohlman

SIGNATURE

Jan. 3. 2017

DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED:

☐ OTHER:

The County of Yuba

Office of Clerk of the Board of Supervisors

027-0117

(027-0117) Reap... - 1 of 2



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: Historic Resources Commission
Date: January 24 2017

Recommendation

Reappoint Patricia Camarena as a District Four Representative to the Historic Resources Commission with term ending January 10, 2021.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and updated bi-monthly. District appointments run concurrent with the elected official.

Ms. Camarena has served on this commission since January 2016, and wishes to continue to serve. Supervisor Bradford recommends appointment.

Fiscal Impact

None; participation is voluntary.

Committee Action

Brought directly to the Board for consideration.

Attachment

The County of Yuba

RECEIVED

DEC 05 2016

(027-0117) Reap... - 2 of 2



Application for Board/Commission/Committee Appointed by the Board of Supervisors

Clerk/Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

CLERK OF THE BOARD OF SUPERVISORS
YUBA COUNTY GOVERNMENT CENTER
915 EIGHTH STREET, SUITE 109
MARYSVILLE, CA 95901
(530) 749-7510

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Historic Resources Commission

APPLICANT NAME:

Patricia Camarena

MAILING ADDRESS -
(Street/P.O. Box, City, Zip):

[Redacted] Wheatland, 95692

PHYSICAL ADDRESS
(Street, City, Zip):

''

TELEPHONE:

HOME:

[Redacted]

WORK:

Ø

EMAIL ADDRESS:

[Redacted]

OCCUPATION/PROFESSION:
SUPERVISOR/DISTRICT
NUMBER:

Retired school principal

REASONS YOU WISH TO
SERVE ON THIS BODY:

Involved with Wheatland Historical Society.
Am currently on the Historic Resources Commission

QUALIFICATIONS:

Knowledgeable about local history.

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

Historic Resources Commission Yuba County
Library Advisory Commission

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON?

☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Patricia A. Camarena
SIGNATURE

12-1-16
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

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



(028-0117) Appro... - 1 of 10

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

January 24, 2017

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".

SUBJ: Amendment #3 to Professional Services Agreement – Alleghany Road over Oregon Creek Bridge Rehabilitation Project (Bridge #16C-0017)

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve Amendment No. 3 for the Professional Services Agreement for Civil Engineering Final Design and construction support with Quincy Engineering Inc. for the Alleghany Road over Oregon Creek Bridge Rehabilitation Project, and authorize the Chair to execute the amendment.

BACKGROUND:

The covered timber bridge on Alleghany Road over Oregon Creek is located approximately 0.1 mile northeast of the intersection of Highway 49 and Alleghany Road in the northeast portion of the County. The project will rehabilitate the covered timber bridge. The original agreement was executed by the Board of Supervisors on December 28, 2010.

On July 30, 2013 the Board of Supervisors approved Amendment No. 1 to add additional items to the scope of work and to extend the contract time.

On October 21, 2014 the Board of Supervisors approved Amendment No. 2 to add additional items to the scope of work and to extend the contract time.

DISCUSSION:

This amendment extends the agreement terms for an additional three years, but does not change the monetary value of the contract. With extending the agreement time, the Consultant will be able to assist the County in answering contractor questions during the bidding process and during construction.

The Consultant has completed the design of the bridge replacement. The Public Works Department is awaiting authorization from Caltrans to bid the project.

COMMITTEE ACTION:

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

FISCAL IMPACT:

As part of this contract amendment, we are not requesting any additional funding; it is only a contract extension. This bridge project is part of the federally funded Highway Bridge Program (HBP) and no local funding match is required.

**PROFESSIONAL SERVICES AGREEMENT
YUBA COUNTY PROFESSIONAL CIVIL ENGINEERING SERVICES**

AMENDMENT # 3

This is the THIRD amendment to the agreement, dated December 28, 2010, for Professional Civil Engineering services between the County of Yuba (COUNTY) and Quincy Engineering, Inc. (CONSULTANT).

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

(1) OPERATIVE PROVISIONS, Item 2. TERM is changed to read:

Commencement Date: November 16, 2010

Termination Date: November 15, 2019

The term of this Agreement shall become effective on November 16, 2010, and shall continue in force and effect for a period of NINE (9) years, unless sooner terminated in accordance with the terms of this Agreement.

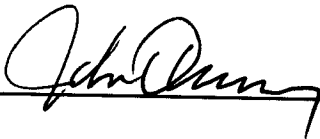
All other terms and conditions remain unchanged.

In witness thereof, the parties hereto have executed this Amendment #3 to the Agreement on

_____, _____
"COUNTY"
County of Yuba

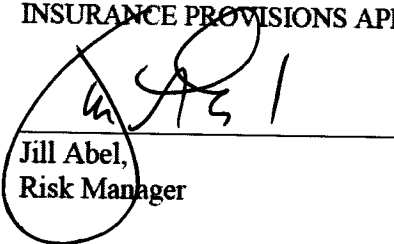
"CONSULTANT"
Quincy Engineering, Inc.

Chair of the Board of Supervisors



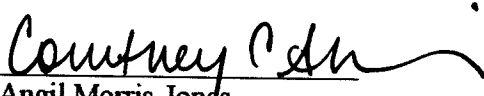
John S. Quincy
President

INSURANCE PROVISIONS APPROVED



Jill Abel,
Risk Manager

APPROVED AS TO FORM



Angil Morris-Jones
County Counsel

Client#: 984

QUINCENGI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090		CONTACT NAME: Nancy Ferrick PHONE (A/C No. Exd): 510 465-3090 FAX (A/C No.): 510 452-2193 E-MAIL ADDRESS: nferrick@dealeyrenton.com															
INSURED Quincy Engineering, Inc. 11017 Cobblersrock Drive, Suite 100 Rancho Cordova, CA 95670		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Co.</td> <td>29424</td> </tr> <tr> <td>INSURER B: Twin City Fire Ins. Co.</td> <td>29459</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER D: Hartford Accident & Indemnity</td> <td>22357</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Hartford Casualty Insurance Co.	29424	INSURER B: Twin City Fire Ins. Co.	29459	INSURER C: XL Specialty Insurance Co.	37885	INSURER D: Hartford Accident & Indemnity	22357	INSURER E:		INSURER F:	
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INSURER D: Hartford Accident & Indemnity	22357																
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	57SBWR1816	09/01/2016	09/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	57UEGZC8251	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			57SBWR1816	09/01/2016	09/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	57WEGGF5050	09/01/2016	09/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			DPR9804883	05/20/2016	05/20/2017	\$3,000,000 per Claim \$3,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability Policy excludes claims arising out of the performance of professional services.

30 Days Notice of Cancellation (10 Days for Non-Payment of Premium).

RE: Job No. Y03-100 - Alleghany Road Bridge Replacement Project. GENERAL LIABILITY/AUTOMOBILE LIABILITY

ADDITIONAL INSURED: Yuba County, its officers, officials, employees and volunteers and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Yuba County
 Public Works Department
 Attn: Ken Godleski
 915 8th St., Ste. 125
 Marysville, CA 95901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

pursuant to Section C., Who Is An Insured, Sub-Section 6., Additional Insureds When Required By Written Contract, Written Agreement Or Permit, Subsection f. Any Other Party of the Business Liability Coverage Form, Form No. SS 00 08. Insurance is primary per policy form and contains a Waiver of Subrogation. Professional Liability Deductible: \$50,000 per claim.

Insured: Quincy Engineering, Inc.
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBWRI1818
Policy Effective Date: 09/01/2016
Additional Insured:

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products- completed operations hazard, but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE

Insured: Quincy Engineering, Inc.
Policy Number: 57UEGZC8251
Policy Effective Dates: 09/01/2016
Additional Insured:

Additional Insured: SECTION II – LIABILITY COVERAGE

1. WHO IS AN INSURED: The following are "insureds"
c. Anyone liable for the conduct of an "insured"...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance.
c. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

Cross Liability Clause: SECTION V – DEFINITIONS

G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

EXCERPTS FROM HA9916 (0302)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

Insured: Quincy Engineering, Inc.

Policy Number: 57WEGGF5050

Effective Date: 09/01/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Yuba County
Public Works Department
Attn: Ken Godleski
915 8th St., Ste. 125

RE: Job No. Y03-100 - Alleghany Road Bridge Replacement Project. A Waiver of Subrogation applies in favor of Yuba County, its officers, officials, employees and volunteers.

Countersigned by



Authorized Representative

Form WC 04 03 06
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:

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COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

030-0117
(030-0117) Adopt... - 1 of 6

DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN

EMERGENCY OPERATIONS MANAGER

BRIANA SCHUETTE

EMERGENCY OPERATIONS PLANNER

Board Memo

Date: January 24, 2016

To: Board of Supervisors

Fr: Scott Bryan *SB*
Emergency Operations Manager

Re: Local Proclamation of Tree Mortality Emergency

Recommendation:

The Board of Supervisors adopts a resolution proclaiming the existence of an on-going local emergency in the County of Yuba due to tree mortality.

Background:

On January 17, 2014 Governor Edmund G Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014 the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba.

The current drought has put tremendous stress on trees resulting in widespread mortality throughout the State. The County of Yuba is not immune to the loss of trees due to the on-going drought as thousands of dead and dying trees line our landscape. It is estimated that there are over 66 million dead or dying trees Statewide from the direct effects of the drought. On October 30, 2015 Governor Edmund G Brown Jr. declared a Statewide Tree Mortality Emergency which included California Disaster Assistance Act (CDAA) funding to mitigate the most severely affected counties. On December 13, 2016 the Yuba County Board of Supervisors proclaimed a local emergency in the County due to tree mortality.

Discussion:

There are currently 10 counties designated as "Priority Counties", which include two contiguous counties to Yuba, in Nevada and Placer. Although Yuba County's tree mortality emergency has yet to reach the severity of Nevada and Placer Counties, significant tree mortality exists in Yuba County which requires mitigation efforts to remove hazard trees threatening public infrastructure and safety.

Committee Action:

None

Fiscal Impact:

If approved, CDAA funding will reimburse 75% of eligible costs for removing hazardous trees with a 25% cost share.

WHEREAS, local resources in Yuba County are faced with a disaster that exceeds their functional capabilities; and

WHEREAS, data collected by state and federal agencies demonstrate that tree mortality has reached epidemic levels across the entire western slope of the Sierra Nevada range which includes Yuba County; and

WHEREAS, it is imperative that Yuba County implement full scale, immediate and aggressive measures to isolate and fell dead or dying trees resulting from extreme and prolonged drought in order to begin to reduce the risks to public safety and property; and

WHEREAS, Governor Edmund G. Brown Jr., has proclaimed a State of Emergency for all of California due to tree mortality and has ordered that state agencies, utilities, and local governments to undertake efforts to remove dead or dying trees in order to restore forest and watershed health; and

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of An ongoing local emergency due to tree mortality; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2017.

AYES:

NOES:

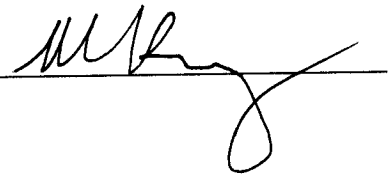
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



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COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

031-0117
(031-0117) Adopt... - 1 of 4

DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

BRIANA SCHUETTE
EMERGENCY OPERATIONS PLANNER

January 24, 2017

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: Scott Bryan, Emergency Operations Manager 

RE: Resolution confirming and ratifying resolution No. 2017-2, proclaiming the continuance of a local emergency, and clarifying the language in accordance with Government Code Section 8630

RECOMMENDATION:

The Board of Supervisors adopt the resolution confirming and ratifying resolution No. 2017-2, which proclaimed the existence of a local emergency, and clarifying the language in accordance with Government Code section 8630 regarding expiration of the local emergency.

BACKGROUND:

Due to historic precipitation and snowmelt beginning on approximately January 7, 2017, already full tributaries and reservoirs swelled causing widespread flooding within the Levee Systems along the Yuba and Feather Rivers on January 9, 2017. The Board proclaimed a local emergency pursuant to resolution no. 2017-2 on January 10, 2017. The rainy season continues with already full tributaries and reservoirs.

DISCUSSION:

There is ambiguous language within the prior resolution about the termination date of the local emergency, which indicates that "the proclamation shall expire in 7 days after issuance unless confirmed and ratified by the Board..." The statute is clear that the continuation of the local emergency shall be reviewed by the governing body every 30 days until terminated (Government Code 8630(c)). Therefore it is recommended that your Board confirm and ratify resolution No. 2017-2 proclaiming the local emergency and for clarification adopt the language that "said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Yuba", which is in accordance with Government Code section 8630,

COMMITTEE:

Due to time constraints, this item was placed directly on the Board of Supervisor's agenda.

FISCAL IMPACT:

The fiscal impact of the local emergency is unknown. There is no fiscal impact to modification of the language of the resolution.

915 8TH STREET, SUITE 117
MARYSVILLE, CA 95901



(530) 749-7520 OFFICE
(530) 749-7524 FAX

governing body terminates the local emergency” and that “the governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant.”

WHEREAS, the local emergency was declared on January 10th, 2017 and continues to exist as a local emergency through the present date.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED, that Resolution No. 2017-2, adopted by the Yuba County Board of Supervisors on January 10, 2017 that proclaimed a local emergency due to flood waters from historic precipitation, is hereby confirmed and ratified retroactively to January 10th, 2017.

IT IS FURTHER AFFIRMED AND ORDERED, that the local emergency proclaimed on January 10th, 2017 due to flood waters from historic precipitation continues to exist as a local emergency; and

IT IS FURTHER PROCLAIMED AND ORDERED AS THOUGH IT WAS ADOPTED ON JANUARY 10, 2017, that in accordance with Government Code section 8630, said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Yuba, State of California and that the need for the continued existence of the local emergency shall be reviewed by the Board of Supervisors at least every 30 days until terminated and to terminate such proclamation of local emergency at the earliest possible date that conditions warrant.

///

///

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of
Yuba, State of California on the _____ day of _____ 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL

Courtney C. H.

The County of Yuba

(032-0117) Appro... - 1 of 2

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



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

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Donna Clark, Program Manager
Health & Human Services Department

DATE: January 24, 2017

SUBJECT: Request Board of Supervisors Approval to Amendment to Agreement for NorCal Services for Deaf and Hard of Hearing, Inc.

RECOMMENDATION: It is recommended that the Board of Supervisors approve the Health and Human Services Department (HHSD) request to amend the current agreement for services with NorCal Services for Deaf and Hard of Hearing, Inc. for communication services. It is further recommended that the Chair of the Board be authorized to execute the attached Amendment, on behalf of the County of Yuba.

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

DISCUSSION: HHSD is contracted with NorCal Services for Deaf and Hard of Hearing, Inc. for communication services. This amendment will increase the maximum amount payable to NorCal Services for Deaf and Hard of Hearing, Inc. from \$1,000 to \$14,000 to cover the additional costs to be incurred due to the court ordered interpreter services for a Child Welfare Services client.

COMMITTEE: Committee was bypassed as there is no general fund impact.

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

**FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF YUBA
AND NORCAL SERVICES FOR DEAF AND HARD OF HEARING, INC.**

This is the first amendment to the agreement, dated July 28, 2016, between the County of Yuba ("the COUNTY"), on behalf of its Health and Human Services Department (HHSD), and NorCal Services for Deaf and Hard of Hearing, Inc. for interpreter services, provided to the various divisions of HHSD.

Pursuant to Operative Provision D.22 "Modification" of the basic Agreement, the following change is hereby made:

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

COUNTY shall pay CONTRACTOR for services rendered at the rates specified in Attachment G – Fee Schedule. In no event shall the total compensation paid by COUNTY to CONTRACTOR under this Provision B.1 exceed Fourteen Thousand Dollars (\$14,000.00) without a formal written amendment to this Agreement signed by all parties.

All remaining provisions of the Agreement for Professional Services between the COUNTY and CONTRACTOR entered into on July 28, 2016, shall remain in full force and effect.

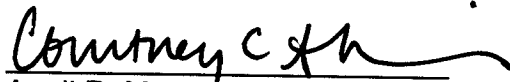
In witness thereof, the parties hereto have executed this First Amendment to the Agreement on _____, 2016.

"COUNTY"
COUNTY OF YUBA

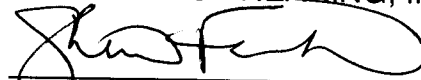
_____, Chair

Authorized Pursuant to Board
Minute # _____

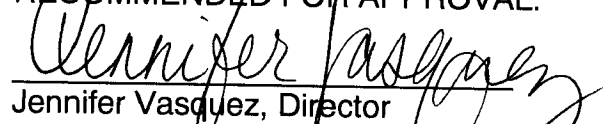
APPROVED AS TO FORM:


Angil P. Morris Jones,
County Counsel

"CONTRACTOR"
NORCAL SERVICES FOR DEAF
AND HARD OF HEARING, INC.


Sheri A. Farinha,
Chief Executive Officer
Tax I.D. No. 94-2523562

RECOMMENDED FOR APPROVAL:


Jennifer Vasquez, Director
Yuba County Health and Human
Services Department

The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



(033-0117) Adopt... - 1 of 56

033-0117

Nichole Quick, MD, MPH

Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

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

DATE: January 24, 2017

SUBJECT: Resolution Authorizing the Director of the Health and Human Services Department to enter into and execute the Agreement for the County Medical Services Program County Wellness & Prevention Pilot Project and Other Pertinent Documents Related to this Program

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Resolution authorizing the Director of the Health and Human Services Department (HHSD) to enter into and execute the Agreement for the County Medical Services Program (CMSP) County Wellness & Prevention Pilot Project for the term of January 1, 2017 through June 30, 2020, and any other pertinent documents, upon review and approval of county counsel, as required by the program which includes but is not limited to the authority to accept, transfer and allocate grant funds in accordance with provisions of the grant.

BACKGROUND: The CMSP Governing Board has made grant funds available to test the effectiveness of providing local-level wellness and prevention services to eligible/potentially eligible CMSP individuals that address Community Wellness, Whole Person Care or the Social Determinants of Health. HHSD submitted an application in response to a Request for Proposals for the County Wellness & Prevention Pilot Project and has been awarded funds to help connect the homeless and uninsured population to health insurance and health care services.

DISCUSSION: CMSP has allocated \$225,000.00 to Yuba County for fiscal years January 1, 2017 through June 30, 2020 for performance of this outreach project. The approval of this Board Resolution will authorize the HHSD Director to execute the Agreement and all other pertinent documents related to the grant.

COMMITTEE: The Human Services Committee recommended approval on January 10, 2017

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

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

A RESOLUTION AUTHORIZING THE
DIRECTOR OF THE HEALTH AND HUMAN
SERVICES DEPARTMENT (HHSD) TO ENTER
INTO AN AGREEMENT WITH THE COUNTY
MEDICAL SERVICES PROGRAM FOR THE
COUNTY WELLNESS AND PREVENTION
PILOT PROJECT FOR THE TERM OF
JANUARY 1, 2017, THROUGH JUNE 30, 2020,
AND AUTHORIZING THE DIRECTOR OF
HHSD TO EXECUTE THE AGREEMENT AND
ANY OTHER PERTINENT DOCUMENTS
RELATED TO THIS PROGRAM, WHICH
INCLUDES BUT IS NOT LIMITED TO THE
AUTHORITY TO ACCEPT, TRANSFER AND
ALLOCATE GRANT FUNDS IN
ACCORDANCE WITH PROVISIONS OF THE
GRANT

RESOLUTION NO. _____

WHEREAS, the Governing Board of the County Medical Services Program (CMSP) has made grant funds available to test the effectiveness of providing local-level wellness and prevention services to CMSP eligible and potentially eligible persons through the County Wellness & Prevention Pilot Project; and

WHEREAS, the Yuba County Health and Human Services Department (HHSD) submitted a proposal and was subsequently awarded the CMSP pilot project grant; and

WHEREAS, HHSD intends to use the funds to provide outreach services for the purpose of connecting the homeless and uninsured population of Yuba County to health insurance and health care services; and

WHEREAS, it is in the best interest of the residents of the County of Yuba to accept the funding grant of Two Hundred and Twenty-Five Thousand Dollars (\$225,000.00) made available by the CMSP County Wellness & Prevention Pilot Project for the period of January 1, 2017, to June 30, 2020.

NOW THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors hereby authorizes HHSD to enter into agreement with CMSP for the County Wellness and Prevention Pilot Project.

BE IT FURTHER RESOLVED, the Yuba County Board of Supervisors hereby authorizes the Director of Health and Human Services to do the following: Accept Two Hundred Twenty-Five Thousand (\$225,000.00) for the period of January 1, 2017, through June 30, 2020, for the CMSP County Wellness & Prevention Pilot Project and any subsequent funds awarded pursuant to this project; Execute, upon review and approval of County Counsel, all documents as required by the agreement for the stated period; Authorize the transfer and allocations of funds for the stated period; Amend the agreement for additional or lesser funding, and to execute amendments, agreements or memorandums of understanding developed under this Agreement.

A copy of the said Agreement or any amendment(s) thereto, shall be filed in the office of the Clerk of the Board, County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 20____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

Courtney C. H.

**AGREEMENT FOR
COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD**

COUNTY WELLNESS & PREVENTION PILOT PROJECT

between

**COUNTY MEDICAL SERVICES PROGRAM
GOVERNING BOARD
("Board")**

and

**YUBA COUNTY
("Grantee")**

COPY

**Effective as of:
January 1, 2017**

AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM COUNTY WELLNESS & PREVENTION PILOT PROJECT

FUNDING GRANT

This agreement ("Agreement") is by and between the County Medical Services Program Governing Board ("Board") and the lead agency listed on Exhibit A ("Grantee").

A. The Board approved the funding of the County Wellness & Prevention Pilot Project (the "Pilot Project") in participating County Medical Services Program ("CMSP") counties in accordance with the terms of its Request for Proposals for the County Wellness & Prevention Pilot Project in the form attached as Exhibit B ("RFP").

B. Grantee submitted an Application ("Application") for the County Wellness & Prevention Pilot Project in the form attached as Exhibit C (the "Project"). The Project is a grant project ("Grant Project").

C. Subject to the availability of Board funds, the Board desires to award funds to the Grantee for performance of the Project.

The Board and Grantee agree as follows:

1. Project. Grantee shall perform the Project in accordance with the terms of the RFP and the Application. Should there be a conflict between the RFP and the Application, the RFP shall control unless otherwise specified in this Agreement.

2. Grant Funds.

A. Payment. Subject to the availability of Board funds, the Board shall pay Grantee the amounts in the time periods specified in Exhibit A ("Grant Funds") within thirty (30) calendar days of the Board's receipt of an invoice from Grantee for a Grant Project, as described in Exhibit A. Neither the Board nor CMSP shall be responsible for funding additional Project costs, future County Wellness & Prevention Pilot Projects or services provided outside the scope of the Pilot Project.

B. Refund. If Grantee does not spend the entire Grant Funds for performance of the Project within the term of this Agreement, then Grantee shall immediately refund to the Board any unused Grant Funds.

C. Possible Reduction in Amount. The Board may, within its sole discretion, reduce any Grant Funds that have not yet been paid by the Board to Grantee if Grantee does not demonstrate compliance with the use of Grant Funds as set forth in Section 2.D, below. The Board's determination of a reduction, if any, of Grant Funds shall be final.

D. Use of Grant Funds. As a condition of receiving the Grant Funds, Grantee shall use the Grant Funds solely for the purpose of performance of the Project, and shall not use

the Grant Funds to fund Grantee's administrative and/or overhead costs; provided, however, an amount of the Grant Funds equal to or less than fifteen percent (15%) of the total Project expenditures may be used to fund Grantee's administrative and/or overhead expenses directly attributed to the Project. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to the Project. Grantee shall refund to the Board any Grant Funds not fully dedicated to the Project. Grantee shall budget for evaluation expenses (such as time spent performing data collection, analyzing data, or preparing reports) in an amount not to exceed ten percent (10%) of total Pilot Project expenditures.

E. Annual Expenditure Reports. The Grantee shall provide the Board with annual expenditure reports documenting the use of Grant Funds in a form as determined by the Board.

F. Matching Funds. The Grantee is not required to provide in kind and/or matching funds but are strongly encouraged to provide such in kind and/or added funds from other sources to maximize the potential scope and reach of the Project. In kind and/or matching funds may be provided solely by the Grantee or through a combination of funding sources.

3. Grantee Data Sheet. Grantee shall complete and execute the Grantee Data Sheet attached as Exhibit D ("Grantee Data Sheet"). Board may, within its sole discretion, demand repayment of any Grant Funds from Grantee should any of the information contained on the Grantee Data Sheet not be true, correct or complete.

4. Board's Ownership of Personal Property. If Grantee's Application anticipates the purchase of personal property such as computer equipment or computer software with Grant Funds, then this personal property shall be purchased in Grantee's name and shall be dedicated exclusively to the Grantee's health care or administrative purposes. If the personal property will no longer be used exclusively for the Grantee's health care or administrative purposes, then Grantee shall, immediately upon the change of use, pay to the Board the fair market value of the personal property at the time of the change of use. After this payment, Grantee may either keep or dispose of the personal property. Grantee shall list all personal property to be purchased with Grant Funds on Exhibit A. This paragraph 4 shall survive the termination or expiration of this Agreement.

5. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's governing board, and the person executing this Agreement is duly authorized by Grantee's governing board to execute this Agreement on Grantee's behalf.

6. Data and Project Evaluation. Grantee shall collect Project data and conduct a Project evaluation. Grantee shall report data and evaluation findings to the Board as part of the Progress and Final Reporting set forth in Section 7, below. The Grantee shall not submit any protected health information ("PHI") to the Board. The Board reserves the right to hire an external pilot project evaluator to conduct an evaluation of the Project ("Pilot Project Evaluator"). The Grantee may be required to participate in one or more interviews with Pilot Project Evaluator, have a minimum of one (1) representative participate in quarterly web-based technical assistance meetings, and participate in surveys with the Pilot Project Evaluator as determined by the Board. Grantee shall maintain and provide the Board with reasonable access

to such records for a period of at least four (4) years from the date of expiration of this Agreement. Grantee shall cooperate fully with the Board, its agents and contractors, including but not limited to the Pilot Project Evaluator, and provide information to any such contractor in a timely manner. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet data collection and reporting requirements as set forth herein and in the RFP.

7. Progress and Final Reporting. Grantee shall notify the Board of any proposed substantial changes to the Project's components. The Project's components shall include: (a) the Project plan; (b) the target population; (c) the structure and process for providing services/support; (d) the roles and responsibilities of all participating (partnering) agencies; (e) services provided; (f) key Grantee personnel; (g) the budget; and (h) timelines. The Grantee shall submit five (5) biannual progress reports to the Board, that: (a) highlights the Project's key accomplishments, to date; (b) identifies challenges and barriers encountered during the prior six (6) months; (c) describes what the Project has learned, to date, about the target population; and (d) provides an update on data collection and evaluation efforts. In addition, the Grantee shall submit a final report to the Board by March 31, 2020, that: (a) highlights the Project's key accomplishments; (b) identifies challenges and barriers encountered during the Project; (c) describes what the Project has learned about the target population; (d) reports the evaluation findings; and (e) thoroughly describes the Project's future activities following the Pilot Project. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet reporting requirements as set forth herein and in the RFP.

8. Term. The term of this Agreement shall be from January 1, 2017, to June 30, 2020, unless otherwise extended in writing by mutual consent of the parties.

9. Termination. This Agreement may be terminated: (a) by mutual consent of the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; or, (c) by the Board immediately for Grantee's material failure to comply with the terms of this Agreement, including but not limited to the terms specified in paragraphs 6, 7 and 8. Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to the Board, and shall provide the Board with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement.

10. Costs. If any legal action or arbitration or other proceeding is brought to enforce the terms of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

11. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

12. Waiver. To be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by the

giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

13. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any CMSP client.

14. Notices. Notices or other communications affecting the terms of this Agreement shall be in writing and shall be served personally or transmitted by first-class mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or if mailed in accordance herewith, on the third (3rd) business day after mailing. Notice shall be directed to the parties at the addresses listed on Exhibit A, but each party may change its address by written notice given in accordance with this Section.

15. Amendment. All amendments must be agreed to in writing by Board and Grantee.

16. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns. Notwithstanding the foregoing, Grantee may not assign any rights or delegate any duties hereunder without receiving the prior written consent of Board.

17. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated effective January 1, 2017.

BOARD:

GRANTEE:

COUNTY MEDICAL SERVICES
PROGRAM GOVERNING BOARD

By: _____
Kari Brownstein, Administrative Officer

By: _____
Title: _____

Date: _____

Date: _____

EXHIBIT A

GRANTEE: Yuba County

GRANTEE'S PARTNERS UNDER CONTRACT1

GRANT FUNDS:

Total Amount To Be Paid under Agreement: \$225,000

Amount to Be Paid Upon Execution Of This Agreement: \$75,000

Amount To Be Paid On January 1, 2018: \$75,000

Amount To Be Paid On January 1, 2019: \$56,250

Amount To Be Paid On Board's Determination and Acceptance of Grantee's Completion of its Obligations under the Terms of this Agreement: \$18,750

If Funds will be Used to Purchase Personal Property, List Personal Property to be Purchased:

NOTICES:

Board:

County Medical Services Program Governing Board

Attn: Alison Kellen, Program Manager

1545 River Park Drive, Suite 435

Sacramento, CA 95815

(916) 649-2631 Ext. 119

(916) 649-2606 (facsimile)

Grantee:

Yuba County

Attn: Jennifer Vasquez, Director of Health & Human Services

5730 Packard Ave.

Marysville, CA 95901

(530) 749-6311

(530) 749-6281 (facsimile)

1 Attach copy of any contract.

EXHIBIT B
REQUEST FOR PROPOSAL
BOARD'S REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS

County Wellness & Prevention Pilot Project

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

I. ABOUT THE COUNTY MEDICAL SERVICES PROGRAM

The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties. This law recognized that many smaller, rural counties were not in the position to assume this new responsibility. As a result, the law also provided counties with a population of 300,000 or fewer with the option of contracting back with the California Department of Health Services (DHS) to provide health care services to indigent adults. DHS utilized the administrative infrastructure of Medi-Cal's fee-for-service program to establish and administer the CMSP program.

In April 1995, California law was amended to establish the County Medical Services Program Governing Board (Governing Board). The CMSP Governing Board, composed of ten county officials and one ex-officio representative of the Secretary of the California Health and Human Services Agency, is authorized to set overall program and fiscal policy for CMSP. This law also authorized the Governing Board to contract with DHS or an alternative contractor to administer the program. Between April 1995 and September 2005, the Governing Board contracted with DHS to administer CMSP. Beginning October 1, 2005, Anthem Blue Cross Life & Health (Anthem) assumed administrative responsibility for CMSP medical, dental, and vision benefits. Advanced Medical Management (AMM) assumed this responsibility on April 1, 2015. MedImpact Healthcare Systems, Inc. (MedImpact) assumed administrative responsibility for CMSP pharmacy benefits beginning April 1, 2003 and continues to serve in this role.

Thirty-five counties throughout California now participate in CMSP: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Napa, Nevada, Plumas, San Benito, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba.

CMSP is funded by State Program Realignment revenue received by the CMSP Governing Board and county general purpose revenue provided in the form of County Participation Fees. CMSP members are medically indigent adults, ages 21 through 64, who meet all of CMSP's eligibility criteria and are not otherwise eligible for Medi-Cal or Covered California. Enrollment in CMSP is handled by county social services departments located in the 35 participating counties. All CMSP members must be residents of a CMSP county and their incomes must be less than or equal to 300% of the Federal Poverty Level (based on net nonexempt income). Depending on individual circumstances, CMSP members may have a share-of-cost. Enrollment terms for CMSP

members are up to 6 months. At the end of the enrollment term, CMSP members must reapply for CMSP to continue eligibility for benefits.

For all CMSP members *except* undocumented members, the CMSP Standard Benefit provides coverage of medically necessary inpatient, outpatient, vision, dental, and prescription drug services based upon a defined benefit package that is determined by the Governing Board. For undocumented CMSP members, the CMSP Standard Benefit provides coverage for medically necessary emergency care services only, including prescription drug services.

Beginning May 1, 2016 and for a two-year pilot project period, all CMSP members with a monthly share-of-cost for their Standard Benefit and all undocumented CMSP members are provided an additional Primary Care Benefit that does not require a monthly share of cost payment. This added benefit provides coverage of the following health care services:

- Up to three (3) medical office visits with a primary care doctor, specialist or for physical therapy (any combination of visits);
- Preventive health screenings, including annual physical, specific lab tests and cancer screenings;
- Specific diagnostic tests and minor office procedures; and,
- Prescription drug coverage with a \$5.00 copay for each prescription (maximum benefit limit of \$1,500 in prescription costs).

II. ABOUT THE CMSP COUNTY WELLNESS & PREVENTION PILOT PROJECT

The CMSP Governing Board seeks to test the effectiveness of providing local-level wellness and prevention services to CMSP eligible and potentially eligible persons that address any of the following three project areas:

- *Community Wellness:* Community based, collaborative strategies to provide wellness and prevention services for uninsured populations, with a focus on potential CMSP enrollees.
- *Whole Person Care:* Integrated systems development strategies that link local health and human service delivery systems to better serve CMSP enrollees, potential CMSP enrollees, and other publicly funded populations.
- *Addressing the Social Determinants of Health:* Collaborative local efforts to work across five determinants – Economic Stability, Education, Social and Community Context, Health and Health Care, and Neighborhood and Built Environment – to establish policies and strategies that positively influence social and economic conditions and those that support changes in individual behavior for the uninsured, including potential CMSP enrollees.

The target populations for county Pilot Projects must include persons potentially eligible for CMSP or enrolled in CMSP. In addition, the target populations may also include persons potentially eligible for or enrollees of other public programs. The goals of the Pilot Project are to promote timely delivery of necessary medical and support services to the target populations, improve their health outcomes, and link the target populations to other wellness resources and support. County Pilot Projects shall identify and

describe all of its target populations based upon the project area or areas that the Pilot Projects will be giving focus.

III. PILOT PROJECT APPLICANTS

Lead Agency Applicant Requirements

County Pilot Projects may focus within one CMSP county or two or more counties that participate in CMSP. Additionally, they may focus on one geographic region of a county or operate countywide. The Lead Agency Applicant must be a CMSP county that is applying solely for the county or on behalf of a group of CMSP counties working jointly. Lead Agency Applicants may be a County Health and Human Services Agency, County Health Department, or County Public Health Department. The Lead Agency Applicant must describe the community support they have in carrying out the project and provide evidence of that support through Letters of Commitment and/or Support from community based providers or organizations, such as local hospitals, primary care providers, non-profit community service agencies, or the local Medi-Cal managed care plan. In addition, the Lead Agency Applicant must demonstrate their collaboration with other county agencies, as relevant and appropriate for their project focus, as demonstrated by Letters of Commitment and/or Support. Such other county agencies may include Social Services, Mental Health, Drug and Alcohol Services, and the Justice System (including Probation, Sheriff and Courts).

IV. PILOT PROJECT TIMELINE

The following timeline shall guide the County Wellness & Prevention Pilot Project:

7/8/16	Pilot Project Request for Proposals (RFP) Released
8/4/16	RFP Assistance Teleconference
8/8/16	Pilot Project Letters of Intent (LOI) Due
9/2/16	Pilot Project Applications Due
10/27/16	Pilot Project Applications Reviewed and Approved by Governing Board
10/31/16	Pilot Project Awards Announced Via Letter
1/1/17	Pilot Project Agreements Executed and Projects Begin Implementation
12/31/19	Pilot Projects End
3/31/20	Final Pilot Project Reports due from Counties to Governing Board

V. FUNDING AWARDS – ALLOCATION METHODOLOGY

The Governing Board, within its sole discretion, may provide funding to counties participating in CMSP for the County Wellness and Prevention Pilot Project activities described in this RFP. As approved by the Governing Board on May 26, 2016 the maximum amount of funding available to each participating CMSP County is presented in APPENDIX Table 1. The Governing Board, within its sole discretion, may release all or some of the amounts presented in Table 1 based on the overall quality of the Pilot Project proposal submitted by the county or group of counties acting jointly and the manner in which it addresses the needs of the identified target populations. Total

funding provided by the Governing Board for the County Wellness & Prevention Pilot Project may equal up to \$7.65 million over the three-year period.

Following the Governing Board's approval of a County's Wellness and Prevention Pilot Project Application, the County will receive a total 3-year allocation, one-third of which will be allocated each program year, with Year 2 and Year 3 funding allocated on the basis of County compliance with program requirements, including specified Pilot Project reporting on services and outcomes.

Applicants receiving funding under the Pilot Project shall not be required to provide in-kind and/or matching funds to receive the grant, but are strongly encouraged to provide such in-kind and/or added funding from other sources to maximize the potential reach and scope of their Pilot Projects. Administrative and/or overhead expenses shall equal no more than 15% of the total Pilot Project expenditures. No Pilot Projects funds shall be used for administrative and/or overhead costs not directly attributed to the project. In addition, Pilot Projects shall be required to budget for evaluation expenses (such as time spent performing data collection, analyzing data, or preparing reports) in an amount not to exceed 10% of total Pilot Project expenditures.

VI. FUNDING AWARDS – METHODOLOGY FOR REVIEW AND SCORING

The Governing Board shall have sole discretion on whether to award funding for a Pilot Project. Pilot Project proposals shall be reviewed and scored to assure that the projects meet minimum standards for receipt of County Wellness and Prevention Pilot Project funding. County Wellness & Prevention Pilot Project Applications will be reviewed and scored based upon the following criteria:

- 1) Project Narrative (65% in total)
 - Statement of Need (5%)
 - Target Population (5%)
 - Proposed Project/ Approach (15%)
 - Capacity (15%)
 - Organization and Staffing (10%)
 - Project Implementation (15%)
- 2) Budget (10%)
- 3) Logic Model (10%)
- 4) Proposed Evaluation Method (10%)
- 5) Letters of Commitment/Support (5%)

In order for the Governing Board to consider approving funding for a CMSP county's Pilot Project, the county's proposal must achieve a minimum score of seventy-five percent (75%).

VII. APPLICATION ASSISTANCE

A. RFP Assistance Teleconference

To assist potential applicants, Governing Board staff will conduct an RFP assistance teleconference on August 4, 2016 at 10:00 a.m. *Call-in details (including phone number, pass code, etc.) will be provided at a later time.* Applicants are encouraged to "save the date" for this teleconference, participate on the teleconference, and bring any questions they have regarding Pilot Project requirements and the application process to this teleconference.

B. Frequently Asked Questions (FAQ)

Once the application process gets underway, questions that are received by the Governing Board will be given written answers and these questions and answers will be organized into a Frequently Asked Questions (FAQ) document that will be posted on the Governing Board's website under the Pilot Project tab.

C. Letter of Intent (LOI)

The Governing Board requests that all Pilot Project funding applicants intending to submit an application provide a brief Letter of Intent (LOI) to the Governing Board that is presented on the letterhead of the applicant organization. While the LOI is not required, receipt of an LOI from all likely applicants will assist the Governing Board in planning for application review and related processing. Please submit the LOI no later than August 8, 2016 by 5:00 p.m. PST. The LOI may be submitted by e-mail or fax to the addresses listed below:

Via E-Mail: wellness&preventionpp@cmspcounties.org
SUBJECT: Wellness & Prevention Pilot Project RFP

Via Fax: CMSP Governing Board
ATTN: Wellness & Prevention Pilot Project
916-649-2606

D. Pilot Project Contact Information

Please direct any questions regarding the RFP to: lkemper@cmspcounties.org

VIII. PILOT PROJECT PROPOSAL FORMAT AND REQUIREMENTS

A. Application Cover Sheet

Using the form provided, please include the county name or names (if counties are acting jointly), identified Lead County Applicant and Lead Applicant's contact name(s), address, telephone, and e-mail contact information. The application cover sheet

(Attachment A) is available for download at the Governing Board's website at http://www.cmSPcounties.org/about/grant_projects.html.

B. Project Summary (no longer than 2 pages)

Describe the proposed project concisely, including its goals, objectives, overall approach, target population(s), key partnerships, anticipated outcomes, and deliverables.

C. Project Narrative (no longer than 10 pages)

1. Clear Statement of Problem or Need Within Community

All Pilot Projects should be based upon identified needs of the target population(s) within the community. Please describe the target population(s) to be served in your proposed project. Define the characteristics of the target population(s) and discuss how the proposed project will identify members of the target population(s). Provide an estimate of the total number of clients that will be served through each year of the Pilot Project. Include any background information relating to the proposed county or counties to be served, geographical location, unique features of the community, or other pertinent information that helps shape the target population's need within the community.

2. Local Health Care Delivery System Landscape

Describe how medical care is delivered within the proposed county or counties. Identify the main sources of care for the target population(s) as well as strengths and existing challenges in the health care delivery system. Describe the Lead Applicant role and the roles of other counties, if acting jointly, as well as all key planning project partners' roles within the health care delivery system.

3. Description of Proposed Project

Describe and discuss the proposed activities to be performed in the Pilot Project. All activities discussed should correspond with the items listed in the logic model (see Section VIII D below) and be incorporated into the Implementation Work Plan. As a part of this description, identify how the proposed Pilot Project will educate the public about CMSP and the CMSP Primary Care Benefit and link potential CMSP applicants to the county social services department for CMSP application assistance and processing.

4. Organization and Staffing

This section should describe and demonstrate the Applicant's organizational capability to implement, operate, and fully participate in the evaluation of the proposed project. In addition, information provided should clearly delineate the roles and responsibilities of the Lead Applicant County, other counties if acting jointly, and key partners and include the following:

- An organizational chart and description of organizational structure, lines of supervision, and management oversight for the proposed project, including oversight and evaluation of consultants and contractors;
- Identification of a project manager with day-to-day responsibility for key tasks such as leadership, monitoring ongoing progress, preparing project reports, and communicating with other partners; and,
- The roles, qualifications, expertise, and auspices of key personnel.

5. Implementation Work Plan

This section should include a Project Implementation Work Plan and timetable for completion of implementation activities.

D. Logic Model

All applicants are required to submit a logic model. A logic model is a series of statements linking target population conditions/circumstances with the service strategies that will be used to address the conditions/circumstances, and the anticipated outcomes. Logic models provide a framework through which both program and evaluation staff can view the relationship between conditions, services and outcomes. (A brief guide on designing logic models is found in Attachment C.) All logic models should include a description of the: 1) target population(s); 2) program theory; 3) activities; 4) outcomes, and 5) impacts.

E. Proposed Evaluation Methodology (no longer than 2 pages)

To inform the Governing Board of the Pilot Project's proposed strategy for providing evidence of the effectiveness of the Pilot Project, all applicants shall outline and describe the specific programmatic, clinical and/or financial metrics that will be used to evaluate the effectiveness of their proposed Pilot Project. As a part of this effort, applicants shall identify the data sources to be used and the frequency of data submission, and provide a brief written assessment of the relative availability and reliability of the data sources. Applicants shall also identify any barriers to data collection or the evaluation that could impede a determination of the effectiveness of the Pilot Project. Finally, applicants shall describe how the Pilot Project will comply with federal and state laws requiring confidentiality of protected health information. Please Note: Pilot Projects may additionally be subject to external evaluation by an evaluation contractor hired by the Governing Board, at the sole discretion of the Governing Board.

F. Budget and Budget Narrative (no longer than 2 pages)

Complete the Detail & Summary Budget Templates (See Attachments B1 and B2) and provide a brief budget narrative detailing all expense components that make up total operating expenses and the source(s) of in-kind and/or direct matching funding. These Budget Templates are available as an Excel spreadsheet for download at http://www.cmspcounties.org/about/grant_projects.html.

As part of the budget narrative, describe all administrative costs and efforts to minimize use of Pilot Projects funds for administrative and overhead expenses. Please note: No Pilot Projects funds shall be used for administrative and/or overhead costs not directly attributed to the project. In addition, administrative and/or overhead expenses shall equal no more than 15% of the total Pilot Project expenditures.

All Pilot Projects are required to budget for evaluation related activities in an amount up to 10% of total Pilot Project expenditures. Evaluation related activities shall include tasks such as data collection, data cleaning, and data analysis. Such funding is intended to support the evaluation component of the Pilot Project as set forth in Section VIII E above. Projects may additionally be required to work with an external project-wide evaluation contractor that is contracted with the CMSP Governing Board.

G. Letters of Commitment and/or Support

Letters of Commitment and/or Support from key partners should be included and will be utilized in scoring (5%). Letters should describe the key partner's understanding of the proposed Pilot Project and their organizations' role in supporting or providing services.

Lead Applicants (CMSP county alone or lead CMSP county acting on behalf of a group of counties working jointly) must provide evidence of support from community based providers or other service organizations in the county or counties, if acting jointly, through Letters of Commitment and/or Support. In addition, the Lead Applicants must demonstrate their collaboration with other county agencies, as relevant and appropriate for their Pilot Project focus. Such other county agencies may include Social Services, Mental Health, and Drug and Alcohol Services, and Justice System (including Probation, Sheriff, and Courts)

IX. APPLICATION INSTRUCTIONS

- A. All Pilot Project applications must be complete at the time of submission and must follow the required format and use the forms and examples provided:
 1. The type font must be Arial, size 12 point.
 2. Text must appear on a single side of the page only.
 3. Assemble the application in the order and within the page number limits listed with the Proposal Format & Requirements sections.
 4. Clearly paginate each page.
- B. Applications transmitted by facsimile (fax) or e-mail will not be accepted.
- C. The application shall be signed by a person with the authority to legally obligate the Applicant.
- D. Provide one original hard-copy Pilot Project application clearly marked original, and two (2) hard copies.

- E. Provide an electronic copy (CD) of the following application documents: 1) Project Summary (Word document), 2) Project Narrative (Word document), and 3) Budget (Excel document), 4) Logic Model, and 5) Proposed Evaluation Methodology.
- F. Do not provide any materials that are not requested, as reviewers will not consider the materials.
- G. Folders and binders are not necessary or desired; please securely staple or clip the application in the upper left corner.
- H. Applications must be received in the office no later than 5:00 p.m. PST on September 2, 2016. Submit all applications to:

CMSP Governing Board
ATT: Wellness & Prevention Pilot Project Applications
1545 River Park Drive, Suite 435
Sacramento, CA 95815

APPENDIX: Table 1 CMSP County Wellness and Prevention Pilot Project Maximum County Allocations			
Population Category	County	County Population	3-Year Grant Amount
> 400,000 population	Sonoma County	500,292	\$375,000
	Solano County	431,131	\$375,000
> 100,000 population	Marin County	260,750	\$300,000
	Butte County	224,241	\$300,000
	Yolo County	207,590	\$300,000
	El Dorado County	183,087	\$300,000
	Shasta County	179,804	\$300,000
	Imperial County	179,091	\$300,000
	Madera County	154,548	\$300,000
	Kings County	150,269	\$300,000
	Napa County	141,667	\$300,000
	Humboldt County	134,809	\$300,000
> 50,000 population	Nevada County	98,893	\$225,000
	Sutter County	95,847	\$225,000
	Mendocino County	87,869	\$225,000
	Yuba County	73,966	\$225,000
	Lake County	64,184	\$225,000
	Tehama County	63,067	\$225,000
	San Benito County	58,267	\$225,000
	Tuolumne County	53,831	\$225,000
< 50,000 population	Calaveras County	44,624	\$150,000
	Siskiyou County	43,628	\$150,000
	Amador County	36,742	\$150,000
	Lassen County	31,749	\$150,000
	Glenn County	27,955	\$150,000
	Del Norte County	27,212	\$150,000
	Colusa County	21,419	\$150,000
	Plumas County	18,606	\$150,000
	Inyo County	18,410	\$150,000
	Mariposa County	17,682	\$150,000
	Mono County	13,997	\$150,000
	Trinity County	13,170	\$150,000
	Modoc County	9,023	\$150,000
< 5,000 population	Sierra County	3,003	\$75,000
	Alpine County	1,116	\$75,000
TOTAL		3,671,539	\$7,650,000

APPLICATION COVER SHEET
CMSP Wellness & Prevention Pilot Project

1. CMSP County or Counties Included in the Pilot Project:

2. Funding:

CMSP Pilot Project Requested Amount: \$_____

In-Kind and/or Other Matching Amount Provided by Applicant (if any): \$_____

3. Applicant:

Organization:

Applicant's Director or Chief Executive:

Title:

Applicant's Type of Entity (specific county department):

Address:

City: State: CA Zip Code: County:

Telephone: () Fax: ()

E-mail Address:

4. Primary Contact Person (*Serves as lead contact person during the application process.*)

Name:

Title:

Organization:

Address:

City: State: CA Zip Code: County:

Telephone: () Fax: ()

E-mail Address:

5. Secondary Contact Person (*Serves as alternate contact during the application process.*)

Name:

Title:

Organization:

Address:

City: State: CA Zip Code: County:

Telephone: () Fax: ()

E-mail Address:

6. Financial Officer (Serves as chief Fiscal representative for project.)

Name:

Title:

Organization:

Address:

City:

State: CA

Zip Code:

County:

Telephone: ()

Fax: ()

E-mail Address:

7. By submitting this application for Wellness & Prevention Pilot Project funding, the applicant signifies acceptance of the applicant's responsibility to comply with all requirements stated in this Request for Proposals (RFP) authorized by the County Medical Services Program Governing Board ("Governing Board"). Further, the applicant understands that should the Governing Board award pilot project funding to the applicant, the Governing Board is not obligated to fund the pilot project grant until the applicant submits correct and complete documents as required for the pilot project agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of pilot project funding; and the pilot project agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award pilot project funding of any amount to the applicant.

I declare that I am an authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the Wellness & Prevention Pilot Project RFP is true and correct.

Official Authorized to Sign for Applicant:

Signature:

Date:

Name:

Title:

Organization:

Address:

City:

State: CA

Zip Code:

County:

Telephone: ()

Fax: ()

E-mail Address:

County Wellness & Prevention Pilot Project Budget Guidelines

Applicants should use the budget detail and summary formats provided. Applicants may either use the actual tables or create a spreadsheet with the same categories and format. **Pilot Projects** should budget for anticipated expenditures in all three years of the pilot project.

Budget items should be placed into one of 5 categories. Five categories and a brief description of each category are listed below. Any expenses that are categorized within "Other" should be explained the budget summary.

Personnel

Gross salary and fringe benefits related to staff or funded project. Fringe benefits included employer FICA, unemployment and workers compensation taxes, medical insurance, vacation/sick leave and retirement benefits.

Contractual Services

Payments related to subcontractors and consultants who provide services to the project. Includes all expenses reimbursed including salaries, office expenses, travel.

Office Expenses

Directly attributable expenses for photocopies, postage, telephone charges, utilities, facilities, educational materials, general office supplies, computer equipment and software, and medical supplies.

Travel

Actual project-related travel expenses, including airfare, meals, hotels, mileage reimbursement, parking and taxis. If the organization has an established per diem policy, per diem may be charged to the grant in lieu of actual incurred expenses.

Other

Items that do not fall into any of the other categories listed above. Each item listed in other should be discussed in the brief budget summary.

No grant funding should be used for administrative and/or overhead costs not directly attributed to the project.

Budget Narrative

Provide a brief (no more than 2 pages) budget summary detailing all expense components that make up total operating expenses and the source(s) of in-kind and/or direct matching funding, if any. Describe all administrative costs and efforts to minimize use of pilot projects funds for administrative and overhead expenses.

**Attachment B2: Budget Template - Summary Budget
CMSP County Wellness & Prevention Pilot Project**

(033-0117) Adopt... - 24 of 56

Applicant:

Summary Budget – CY 2017 through CY 2019:

Category	Total Cost (Year 1)	CMSP Funding (Year 1)	Other Funding (Year 1)
Personnel			
Contractual Services			
Office Expenses			
Travel			
Other			
TOTAL YEAR 1			

Category	Total Cost (Year 2)	CMSP Funding (Year 2)	Other Funding (Year 2)
Personnel			
Contractual Services			
Office Expenses			
Travel			
Other			
TOTAL YEAR 2			

Category	Total Cost (Year 3)	CMSP Funding (Year 3)	Other Funding (Year 3)
Personnel			
Contractual Services			
Office Expenses			
Travel			
Other			
TOTAL YEAR 3			

**Attachment B2: Budget Template - Detail Budget
CMSP County Wellness & Prevention Pilot Project**

Applicant:

Detail Budget – CY 2017 through CY 2019:

Category Item/Service	Qty (Year 1)	Cost (Year 1)	Qty (Year 2)	Cost (Year 2)	Qty (Year 3)	Cost (Year 3)	Total Cost
Personnel							
Contractual Services							
Office Expenses							
Travel							
Other							

Guidelines for Logic Model

I. Purpose

Applicants for County Wellness & Prevention Pilot Project funding must submit a logic model. Designing a logic model will enable applicants to define their program, pinpoint their approach, identify resources and consider outcomes. The purpose of a logic model is to build a foundation for program development, ensure consensus among stakeholders and provide a framework for program evaluation. Each site is responsible for completing an evaluation of their project. A logic model provides a common "map" to be used by program staff and evaluators to design a useful evaluation. Designing an evaluation, before completing a logic model, may lead to collecting information on irrelevant outcomes. Conversely, programs may fail to collect information regarding individuals or services that may contribute to the success of a program. The creation of thoughtful logic model is the first step in designing an effective County Wellness & Prevention Pilot Project.

Applicants are encouraged to use the guidelines that follow, although other forms of logic models are acceptable.

II. Overview

The development of logic models is a useful tool for establishing dialogue between evaluation and system development efforts. Logic modeling is a method of articulating a program's theory or beliefs about how and why services are expected to produce particular results. In its simplest form, a logic model describes the clients that a system of care intends to serve, the services and supports that will be offered, and the short and long term outcomes that are expected to be achieved.

Kumpfer, et al. (1993) believe that logic models are useful tools for local stakeholders for several reasons. First, logic models can elicit consensus among staff and other system stakeholders regarding the service strategies and outcomes for a particular program. Second, they serve as a model to compare the intended program approach with what actually occurred. Third, they facilitate the articulation of specific beliefs about what services and strategies are related to the achievement of outcomes. Finally, logic models provide a framework for evaluation efforts through the linkage of action to results. Overall, logic models provide a framework through which both program and evaluation staff can view the linkages between conditions, services and outcomes.

The first step for stakeholders in developing a logic model is to clearly articulate their service delivery strategy. This means that stakeholders throughout a service system, including administrators, service providers, and inter-agency collaborators, should be able to describe the target population they intend to serve, the services they expect to provide along with the supporting collaborative infrastructures, and the results they expect to achieve (Usher, 1998; Hernandez,

Hodges, & Cascardi, 1998). When these basic questions are answered, stakeholders will be in a better position to complete their logic model.

Logic models depicting a program's approach can be compared to maps with guideposts that help keep program strategies on course (Alter & Murty, 1997). This approach takes into account the slippage or shifts that often occur in service delivery and uses the logic model as a stabilizer for a program or services during times of change. By knowing what changed in a program and when it changed, outcome information can be better interpreted and utilized. In this regard, the logic model becomes the ongoing documentation of changes in a program and enables stakeholders to track them.

Evaluators have the important role of eliciting the underlying service delivery theory by asking service personnel, managers, interagency stakeholders key questions about the target population served, the service approach employed and the goals that the service approach hopes to accomplish. If there is not agreement among program staff and stakeholders in their answers to these questions, then the evaluator helps the group reach consensus through further discussion. This process makes the results of evaluation more relevant to the service strategy under study, and hence more useful toward improving services.

III. Components of a Logic Model

It seems that there is a different vocabulary used for each type of logic model. Although logic models may vary slightly in their purpose (i.e., program logic model vs. evaluation logic model), most models include the same types of components described in slightly different ways. In general, a logic model can be broken down into five (5) basic components: 1) Target Population; 2) Program Theory; 3) Program Activities; 4) Outcomes; and, 5) Impact/Goals. A logic model template is shown in chart 1.

▪ Target Population

Consider the target population carefully. Ethnicity, race, age, gender, geographic location, primary language spoken, housing status, and medical conditions contribute to the definition of the target population.

Program Theory

This component should discuss the "theory" or the basis of the program or intervention. The "program theory" refers to the underlying assumptions that guide program planning and service delivery. These assumptions are critical to producing change and improvement in the target population. For example, a program theory regarding disease case management for diabetics may state:

"Case management services for CMSP diabetics should include local coordination of all health and social service providers to address needs in

a timely and efficient manner that conserves resources and eliminates duplication."

The program theory assumes that local coordination across service providers is important for serving an indigent population. Several theories may be combined to define an overall approach to serving the target population. For example, a program to serve children with severe emotional disturbances and their families had the following program theories:

- Family involvement in program design and implementation
- Incentive-oriented for providers
- Wide array of services to address needs in multiple areas
- Broad network of local providers
- Collaboration with multiple sectors
- Collaboration with existing local systems of care

It is important to note that these are theories and approaches, *not* activities. Activities are the actual services offered or the formation of a collaborative body with family members, or the linking of regional providers through a formal referral system. Program theories shape the creation of activities. The formation of program theories is one of the most difficult components of logic model development, however, clearly developed theories will ensure consensus among stakeholders.

▪ **Activities**

Activities are the specific processes and/or events that comprise the program. Some examples of activities are:

- Mental health counseling
- Case management
- Community forums
- Creation of a new health service
- Dental referral mechanism

Activities are the interventions focused on the target population that are intended to impact individual health or community health outcomes. Activities are often measured by process outcomes. For example, 35 individuals received case management services for 6 months.....20 individuals received preventative dental care..... 10 injury prevention classes were held during 6 months....12 men and 23 women attended the diabetes self-management workshop.

▪ **Outcomes**

Outcomes are the results of the activities provided by the program. Outcomes may be measured on an individual or group level. Outcomes provide a way to measure change in participants' lives and/or community conditions. Outcomes may be short-term, intermediate or long-term depending on how far in to the

future they are measured. For example, a diabetes case management program may not expect to see differences in kidney disease among diabetics for several years (long-term outcome), however, the program may see decreases in hospitalizations due to hypoglycemia during the first year of the program (short-term).

Identifying short-, intermediate- and long-term outcomes also will enable programs to define indicators. Indicators describe outcomes in specific and measurable terms. For example, a disease case management program may target fewer health complications due to diabetes as an outcome. Several indicators may include, a 10% reduction in hypoglycemic episodes among diabetics whom are case managed. Another example may be a substance abuse program that seeks to reduce drug use by 50% among participants. An indicator variable would be the number of clients who tested negative for drug use over a 6-month period. Defining outcomes and indicators will contribute to the development of useful program evaluations.

▪ **Impacts**

Impacts are the long-term changes that the program expects to make. They provide direction and focus to the program and should be consistent with the larger mission and vision of the organization. Impacts are often closely influenced by many other factors in addition to the program such as economic conditions, and cultural values. Some examples of impacts are:

- Improved mental health among program participants
- Better health outcomes for the medically under served in the community

IV. Completing a Logic Model

Use the categories above to create a logic model for your Pilot Project. Begin with the overall impacts of the program and then jump to the target population and move forward. As you fill in the program theory, activities and outcomes for your model always go back to the target population and make sure the activities you plan are effecting the appropriate people. Use a flowchart, like the one provided in chart 1, to help visualize the flow of the program as you are constructing the different components.

The logic model should provide your program with a clear map that can be used as a reference for program design, implementation and evaluation.

References

Alter, C. & Murty, S. (Winter 1997). Logic Modeling: A Tool for Teaching Practice Evaluation. *Journal of Social Work Education*, 33 (1), 103-117.

Hernandez, M., Hodges, S., & Cascardi, M. (1998). The Ecology of Outcomes: System Accountability in Children's Mental Health. *The Journal of Behavioral Health Services & Research*, 25(2), 136-150.

Kumpfer, K.L., Shur, G.H., Ross, J.G., Bunnell, K.K., Librett, J.J. & Millward, A.R. (1993). *Measurements in Prevention*. Rockville, MD: U.S. Dept. Of Health and Human Services, Public Health Service, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention.

Usher, C. L. (1998). Managing Care Across Systems to Improve Outcomes for Families and Communities. *The Journal of Behavioral Health Services & Research*, 25(2), 217-229.

Source

Modified from original source. Originally prepared by Dennis Rose & Associates
for the
County Medical Services Program's Wellness & Prevention Program (2001)

ATTACHMENT C

Chart 1: Logic Model Template

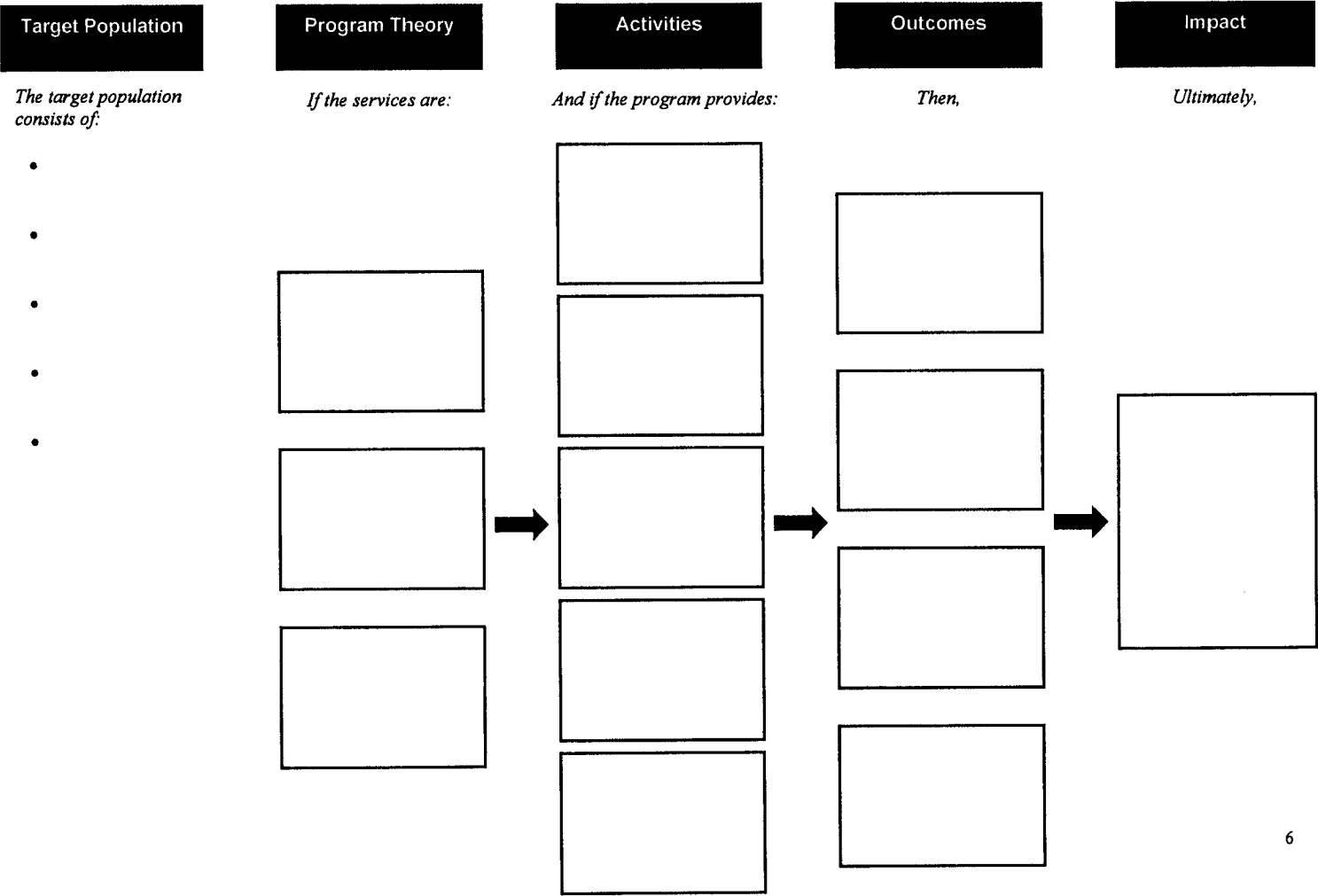


EXHIBIT C
APPLICATION
GRANTEE'S APPLICATION

Attachment A

APPLICATION COVER SHEET
CMSP Wellness & Prevention Pilot Project

ORIGINAL

1. **CMSP County or Counties Included in the Pilot Project:**
 Yuba County

2. **Funding:**
 CMSP Pilot Project Requested Amount: \$225,000.00
 In-Kind and/or Other Matching Amount Provided by Applicant (if any): \$225,000.00

3. **Applicant:**
 Organization: Yuba County
 Applicant's Director or Chief Executive: Jennifer Vasquez
 Title: Director of Health and Human Services
 Applicant's Type of Entity (specific county department): Yuba County Health & Human Services
 Address: 5730 Packard Ave.
 City: Marysville State: CA Zip Code: 95901 County: Yuba
 Telephone: (530) 749-6311 Fax: (530) 749-6281
 E-mail Address: jvasquez@co.yuba.ca.us

4. **Primary Contact Person (Serves as lead contact person during the application process.)**
 Name: Chaya Galicia
 Title: Homeless Project Manager
 Organization: Yuba County Health & Human Services
 Address: 5730 Packard Ave.
 City: Marysville State: CA Zip Code: 95901 County: Yuba
 Telephone: (530) 749-6408 Fax: (530) 746-6281
 E-mail Address: cgalicia@co.yuba.ca.us

5. **Secondary Contact Person (Services as alternate contact during the application process.)**
 Name: Cynthia Roderick
 Title: Grant Specialist
 Organization: Yuba-Sutter Economic Development Corporation
 Address: 950 Tharp Rd. Suite 1303
 City: Yuba City State: CA Zip Code: 95993 County: Sutter
 Telephone: (530) 751-8555 Fax: (530) 751-8515
 E-mail Address: croderick@ysedc.org

Attachment A


6. **Financial Officer (Serves as chief Fiscal representative for project.)**

Name: Erma Thurman
Title: Program Manager
Organization: Yuba County Health and Human Services
Address: 5730 Packard Avenue
City: Marysville State: CA Zip Code: 95901 County: Yuba
Telephone: (530) 749-6356 Fax: (530) 749-6281
E-mail Address: ethurman@co.yuba.ca.us

7. By submitting this application for Wellness & Prevention Pilot Project funding, the applicant signifies acceptance of the applicant's responsibility to comply with all requirements stated in this Request for Proposals (RFP) authorized by the County Medical Services Program Governing Board ("Governing Board"). Further, the applicant understands that should the Governing Board award pilot project funding to the applicant, the Governing Board is not obligated to fund the pilot project grant until the applicant submits correct and complete documents as required for the pilot project agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of pilot project funding; and the pilot project agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award pilot project funding of any amount to the applicant.

I declare that I am an authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the Wellness & Prevention Pilot Project RFP is true and correct.

Official Authorized to Sign for Applicant:

Signature:  Date: 8/30/16

Name: Jennifer Vasquez
Title: Director of Health and Human Services
Organization: Yuba County Health and Human Services
Address: 5730 Packard Avenue
City: Marysville State: CA Zip Code: 95901 County: Yuba
Telephone: (530) 749-6311 Fax: (530) 749-6281
E-mail Address: jvasquez@co.yuba.ca.us

B. Project Summary

Yuba County has been a leader in many new projects throughout the last year. As homelessness has been on the forefront of discussion, our Health and Human Services Department stepped up to implement new and innovative projects that were designed to meet the needs of that vulnerable population. We put together a strategic plan to assess and address the variables keeping people without homes by implementing a Housing Assessment Outreach Team, and a Homeless Hotline. We created actual programs that are providing housing to people who would otherwise be staying at the river or on the street. The Housing Support Program through CalWORKS started in December 2015 and has housed over 60 families into permanent housing. Likewise, 14Forward, a temporary shelter for homeless individuals, has housed 33 people since July 15, 2016. We have shown that when a need is evident in our community, we are dedicated to finding solutions.

It is that attitude that has set us on this endeavor to ensure that our Yuba County residents are being provided with health care that they so desperately need. In conversations with our Sheriff's Department, Rideout Health Group's Emergency Room, and Alliance for Hispanic Advancement, we have identified a large group of uninsured individuals throughout our community. For some reason, people are falling through the cracks of insurance and health care, and this is no longer okay. There is significant burden on our health care system, but aside from that, there is a large number of individuals who are in need of care that they are not receiving. This has an impact on the overall health of our county, and is definitely apparent when looking at the poverty levels throughout our community.

It is time that we change the way services are delivered.

For years, we've told people to come to our office to apply for assistance and we have been more than happy to help these folks sign up for services they're eligible for: Medi-Cal or CMSP, CalFresh, CalWORKS, etc. What we have found is that there is a large percentage of our population who, for one reason or another, will not seek us out. As this fact was uncovered, our leadership decided to begin an outreach program where we go to where the people are and enroll them onsite. This extension of services was found to be quite welcome among those in need, and we've been able to address many issues that were unforeseen: transportation being one, follow through being another.

The CMSP Pilot Project we are proposing will employ a Program Aid through the Public Health Department that will act as a case manager / outreach worker. This person will be bi-lingual (English and Spanish) and will help connect the uninsured population to insurance and health care. Our partners at the Sheriff's Department, Rideout Health Group, Health Clinics, and the Alliance for Hispanic Advancement will send referrals as they encounter need, and outreach at community events will be part of a regular schedule. As we've seen, people who have insurance do not always understand the way insurance works. Education and assistance in navigating the health care system will be part of this

project as well. We will be combatting a way of life, and building trust with people to help them in this journey to wellness is essential.

A homeless, middle-aged man came to us through one of our programs who has a plethora of serious medical issues, all of which he had documented. He was frustrated with the referral process, with front desk staff, with doctors who hadn't reviewed his chart, with the delay in scheduling surgery, and the list went on and on. What we found in talking with this man was that his frustration very quickly escalated to a show of aggression, and provider staff would refuse to help him in that state. He absolutely needed care, but a lifetime of brokenness kept him from accurately communicating his need. We were able to act as a liaison between the man and his doctor office, resulting in his scheduled surgery as well as his peace of mind and renewed hope in the health care system. This is something our staff can do on a larger scope, for so many more people who are broken and hurting.

As we implement this pilot project, evaluation tools will be developed that will measure success and outcomes for each individual. Number of people enrolled in insurance, appointments made to establish care, preventive services, vaccinations, prescriptions, all will be tracked and assessed for effectiveness.

This project will change the way our community accesses health care services, and will make a difference in the lives of thousands of Yuba County residents. We are excited for this opportunity to bring change!

C. Project Narrative

1. Statement of Need

Target population.

The Yuba County Health and Human Services (YCHHS) Community Wellness Project will provide a comprehensive wellness and services program to the uninsured residents of Yuba County. The targeted populations include: homeless persons, undocumented residents, and persons on probation or discharging from jail.

Characteristics of the target population and estimated numbers served.

The homeless population of Yuba County has, at last count, 1,867 self-declared homeless of which 27% do not have any health insurance, are not receiving any assistance, and are generally living in encampments, on the streets, or "couch surfing". The Yuba County Jail has an average daily population of 374 inmates which is comprised on average of 160 ICE (Immigration and Customs Enforcement) contract prisoners and 214 county prisoners. There are on average 552 inmates released every month of which nearly 10-15% of their clients are uninsured. At the probation department there are 363 number of parolees served every month and 15% to 20% of this number are uninsured. Information received from partner agency, the Alliance for Hispanic Advancement, the number of undocumented persons in Yuba County is estimated to be 4,000 to 5,000 residents, of which 35% do not have medical insurance.

Identification of target population.

The partner agencies, Yuba County Sheriff and Probation Departments, Rideout Health, Ampla Health, Peach Tree Health, Yuba County 14FORWARD Temporary Shelter Program, and the Alliance for Hispanic Advancement will identify those without insurance and initiate referrals to YCHHS for follow-up and engagement. Yuba County Health and Human Services estimates that the number of clients served will be 20 per month and 60 total per year.

Background Information

Yuba County is one of California's original 27 counties founded in 1850 and is California's gateway to the historic Mother Lode Country, with a diverse landscape of rivers, thriving farmland and extends to the Sierra foothills. This mainly agricultural region is located in the northern Sacramento Valley about a 35 minute drive to the State Capital, Sacramento. The US Census Bureau July 1, 2015 statistics estimated Yuba County the documented population at 74,492, of which 17.99% are without health insurance and 21.6% persons in poverty. The demographic make-up of the area is mostly white with 27.7% Hispanic or Latino, 7.5 % Asian and 4% Black or African American. According to EDD the unemployment rate for the Yuba County is 8.9% (not seasonally adjusted) and is one of the highest in the state. The degree of poverty, unemployment, and lack of jobs are the main factor for the lack of health insurance.

2. Local Health Care Delivery System Landscape

Main Sources of Care

Medical care is delivered through connection to insurance as well as through medical treatment. According to the US Census Bureau, American Community Survey, approximately 39.14% of Yuba County residents received Medi-Cal which is 15% higher than the California State average of 24.4%. Through the Affordable Care Act, insurance is provided through Medi-Cal and also through Medi-Cal Managed Care. Medi-Cal Managed Care contracts for health care services through established networks of organized systems of care include Anthem Blue Cross and California Health and Wellness. Services include office visits for prevention, treatment and follow-up at primary care providers, urgent care, emergency room services, and hospitalization. Many times if there is a need for transportation and the insured has Blue Cross or California Health and Wellness, the cost to access office visits and treatment will be covered. Those insured also have the ability to access dental and vision care, and behavioral health services including psychiatry.

While there is a wide array of eligible services for those in need, Yuba County has a limited number of primary care physicians. There are 21.8 physicians per 100,000 people in Yuba County, compared to the California rate of 78.5 physicians per 100,000 people according to the US Department of Health and Human Services, Health Resources and Services Administration (2013). Preventable hospital visits in Yuba County are much higher than the state average: 70.8 / 1,000 compared to 45.3 / 1,000 (Dartmouth College Institute for Health Policy & Clinical Practice). With only one hospital and one emergency room for the population of more than two counties, the emergency room is regularly seeing patients for non-emergency situations.

The Health Care Delivery System in Yuba County also includes three Federal Qualified Health Centers (FQHC); one with more than one location. Many of the primary care providers are connected with these FQHC's, and they provide services on a walk-in basis as well as taking appointments.

Strengths

The strength of the Yuba County community is very evidently our community partners. As we have developed new programs that are reaching those in need on a more personal level, there has been an outpouring of support through agencies: governmental, non-profit, faith-based, businesses, etc.

Our partner agencies are committed to the Yuba County Health and Human Services Wellness Program. As our partners come into contact with uninsured clients, they will immediately make referrals to the Program Aid in order to connect them with the eligibility technician to sign up for health insurance, and to help them make appointments with primary care.

Challenges

Many Yuba County residents are in need of health care services and are accessing the emergency room in place of primary care, which is causing a large burden on our hospital. Subsequently, preventive care is also lacking when people neglect to access primary care regularly. This process contributes to Rideout Health's average monthly charity care of \$1.8 million a month which equals \$21.6 million a year.

While a variety of safety net services exist for the Medi-Cal population, there are few safety nets for the uninsured population that doesn't qualify for Medi-Cal.

The County's and Other Key Partner's Roles

In the health care delivery system, Yuba County is responsible for linking the community to health services, managing the Children's Medical Services programs, making referrals to medical specialists and/or primary care physicians, informing providers of new legislation and providing trainings, providing health education to target populations to improve health behaviors and outcomes, partnering with the community health system to collaborate for improved health of the community, and monitoring community health.

It is the role of Rideout Hospital to provide direct services for community members needing tertiary care including performing scheduled medical procedures and providing emergency medical services.

We have three FQHCs in Yuba County who provide access to primary care for the Medicare and Medicaid insured population. We also have other Primary Care Physicians and specialists who provide primary health services to private payer insured populations.

Through both the primary care FQHCs and Rideout Emergency Room, front office staff will make referrals to the CMSP pilot project for the uninsured population. These partners are essential in the success of the project: connecting people to CMSP or other health insurance as the need arises.

Additionally, our partnership with the Alliance for Hispanic Advancement will allow more referrals to be made as part of preventive services. Employees and volunteers at the Alliance are in contact with the undocumented Hispanic population, and aware of some of their personal circumstances. One of their priorities as a partner in this project will be to ensure that those without health insurance are connected to the CMSP Program Aid for assessment of need, and connection to services.

3. Description of Proposed Project:

YCHHS will provide wellness and eligibility services plus access to resources to the target populations of uninsured individuals throughout Yuba County; particularly the homeless, undocumented residents, and persons on probation or discharging from jail. These services the program will provide are:

- ✓ An assessment of eligibility for CMSP and other public programs

When someone applies for Medi-Cal, it is determined whether they contacted us through the office, the Call Center, online at C4Yourself, or online at Covered CA. Appropriate response is given, based on the point of contact, and the application is processed through Eligibility Technicians. Applicants have ten days to submit verifications necessary including identity, income, property owned, citizenship (or alienage / immigration status), deductions, household composition, residency, etc. Once verifications are reviewed, applicants are evaluated for all Medi-Cal programs, beginning with MAGI-based Medi-Cal and Covered California, prior to evaluating eligibility for CMSP. Once eligibility is determined, applications are approved for qualifying programs.

- ✓ Case Management support to receive medical care

Before eligibility is established, the Program Aid will meet with the client to determine the level of care necessary and develop an individualized case plan. The Program Aid will ask a series of questions regarding previous health care needs, place and condition of residency, nutrition and hygiene practices, transportation, and income. These conditions and practices will be essential to identifying areas of needed support in order to deliver the best services.

The Program Aid will help clients in locating and connecting with primary care for doctor visits, physicals, and preventive care. By devoting 100% of their time to this population, they will ensure to "connect the dots" for people, getting them to their appointments on time, staying with them in the waiting room, making follow up appointments, picking up prescriptions, and with the request of the individual, going into the appointment with them to act as a liaison or mentor through the health care process.

We have found that people get discouraged in accessing health care. There are sometimes long lines to wait in. There is a feeling of not receiving adequate care because of a stigma or prejudice. There is confusion in the communication process between patient and doctor. These are areas where the Program Aid will help overcome fear and frustration.

- ✓ Assistance in transportation to appointments and co-pays for prescriptions

As financial assistance is determined to be necessary, vouchers will be given to clients to help them with transportation to appointments, and co-pays for prescriptions. Vouchers will be presented to the vendors, who will submit to the county for payment.

✓ Connection to longer term insurance

The Program Aid, in collaboration with an Eligibility Technician, will determine if additional insurance coverage is needed and if the client should be connected to longer term insurance, such as a Medi-Cal Managed Care plan. Again, frustration and lack of understanding during the assessment process for insurance can be frustrating for the client, and the Program Aid will assist during the process. If budgeting for the cost of insurance presents to be a problem, the Program Aid will attempt to provide support for that as well. Oftentimes, education on the importance of regular health care can reduce the idea that the cost of health care is something that can be avoided.

See attached Logic Model

4. Organization and Staffing

Organizational Capability

Yuba County Health and Human Services Department is experienced in accurate and timely completion and submission of a variety of reports required through its other projects. For example, the FSP 14 monthly report for the Family Stabilization Program as well as the HSP 14 report for the Housing Support Program have been completed and submitted as directed in those contracts.

YCHHS created a tracking document that contains all information required for these reports, which is updated daily by the Social Workers. The information is transferred monthly to the reports for submission. A tool similar to these will be implemented to accurately collect all numbers for progress and outcomes for the CMSP pilot project.

As the project is developed, YCHHS is committed to ensuring timely and accurate data collection and recording using the following Key Strategies:

- Data sharing agreements will be put into place from the beginning
- Clients will sign all appropriate releases for data sharing needs
- Key pieces of information will be examined and specific outcomes will be measured. When and how they are measured will be outlined at program implementation
- Data quality and accuracy will be a performance measure
- Regular reports will be distributed to all involved and examined at monthly meetings

- Cultivate a habit of inquiry - Employees and partners will "dig deeper" when something isn't clear
- Good communication – All staff will understand what is being asked of them and why

Evaluation

Evaluation of the project will be done by the Program Aid, their Supervisor, and the Program Manager, using the above strategies. It is the intent of the County of Yuba to implement a strong program that will make a difference in the lives of those we serve. Regular evaluation is a component of each of our Programs, as we strive to serve the residents of Yuba County to the best of our ability, according to their need.

Roles

As previously mentioned, the role of the County in this project is to link residents to services and supports they are eligible for, including CMSP. The County will employ a Program Aid in the Public Health Department that will receive referrals, assess need, provide access to health care services, and encourage prevention and treatment for health care needs. This Program Aid will work indirectly under the direction of the Public Health Officer as noted in the Organizational Chart.

Key Partners of the project will be responsible for submitting referrals to the Program Aid. When contact is made with someone without health insurance, it will initiate a referral process and the Program Aid will be responsible to follow up with those referrals on a timely basis.

The Program Aid will act as the Project Manager in terms of handling the day-to-day responsibility for key tasks such as leadership, monitoring ongoing progress, preparing reports, and communicating with partners. It is required that the County will employ someone for this position who has a minimum of 60 semester units with significant coursework in criminal justice, health, human services, social services, sociology, psychology, or a related field in addition to one year of experience working with juvenile or adult offenders, children and families, the elderly, disabled, and/or dependent adults.

The Program Aide will provide casework and program support to potential CMSP enrollees: completing necessary forms and documents, community outreach and client visitation, and conducting group instruction. Duties will be itemized to include intense outreach and relationship building with the target population, interviewing and assessing potential clients to identify specific healthcare and/or insurance needs, and providing assistance in enrollment of CMSP or other public programs. Once insurance is established, the Program Aide will assist clients in identifying a primary care provider and making an initial appointment to establish care. Follow up appointments for yearly physicals, referrals, or illness prevention or treatment will be coordinated and Program

Aide will ensure these appointments are kept. As clients need help with prescriptions, the Program Aide can provide transportation or financial assistance as deemed necessary. Other duties will include assisting clients in communicating with their healthcare providers, community agencies, and others, in order to teach and model effective communication skills when dealing with service providers.

If a client presents an illness or disease, the Program Aide will help them navigate through the process of obtaining specialized care. Oftentimes, providers may be out of the area or difficult to contact for appointments, and clients quickly become discouraged. The Program Aide will come alongside them during the process and assist in solidifying continued treatment through what is often a difficult time for the client.

5. Implementation Work Plan

IMPLEMENTATION WORKPLAN	
Estimated Date	Implementation Activity
December 2016	Present CMSP Pilot Project to Board of Supervisors
	Begin recruitment for Program Aid
January 2017	Request contract and funding approval from Board of Supervisors
	Orientation with Key Partners' front-desk staff
	Create informational flyers to be distributed to partners and emailed to service providers
	Develop formal policy and procedures
	Hire Program Aid
	Provide training to Key Staff
	Develop data tracking tools
February 2017	Receive Board approval of contract and funding
	Continue outreach to Key Partners
	Begin meeting with potential CMSP applicants
	Evaluate Processes
March 2017 – ongoing	Outreach, Assessment, Engagement
	Case management, Connection to health care services
	Evaluation, Training

Chart 1: Logic Model

Target Population	Program Theory	Activities	Outcomes	Impact
-------------------	----------------	------------	----------	--------

The target population

consists of:

Uninsured Individuals throughout Yuba County	1. Assessment of eligibility for CMSP and other public programs	Outreach to homeless population at encampments and shelters, probation day-center, Alliance for Hispanic Advancement, and health care clinics / hospitals.	The number of uninsured in Yuba County will reduce	The overall health of the people will improve; Improved quality of life
* Homeless	2. Case Management support to receive medical care	Connecting the target population to case management services, to be provided at the point of contact.	The number enrolled in CMSP and other public programs will increase	Costs for "charity" health care will reduce
* Undocumented	3. Assistance in transportation to appointments and co-pays for prescriptions	Support in choosing a primary care provider, making appointments, going to appointments, picking up prescriptions, following through with referrals, etc.	Improved access to medical services including prescriptions	Reduction in outbreaks of disease and illness
* Persons on probation or discharging from jail	4. Connection to longer term insurance	Providing transportation assistance to appointments and picking up prescriptions, either in the form of bus tickets or, if necessary and appropriate, in county vehicles. Providing co-payment assistance by issuing vouchers for financial assistance. Presenting options for other insurance if client is ineligible for CMSP, or needs additional insurance support for medical needs.	Improved access to other supportive services available for vulnerable populations (homeless shelters, food banks, support groups, etc.)	

If the services are:

And if the program provides:

Ultimately, in Yuba County,

Then,

Outreach to homeless population at encampments and shelters, probation day-center, Alliance for Hispanic Advancement, and health care clinics / hospitals.	Connecting the target population to case management services, to be provided at the point of contact.	Support in choosing a primary care provider, making appointments, going to appointments, picking up prescriptions, following through with referrals, etc.	Providing transportation assistance to appointments and picking up prescriptions, either in the form of bus tickets or, if necessary and appropriate, in county vehicles.	Providing co-payment assistance by issuing vouchers for financial assistance.	Presenting options for other insurance if client is ineligible for CMSP, or needs additional insurance support for medical needs.
--	---	---	---	---	---

E. Proposed Evaluation Methodology

Yuba County is committed to providing a strong project that will assist many people in connecting to health care services through health insurance. It is our intent to consistently evaluate and re-evaluate the progress of the program, identifying success as well as areas for improvement, and ensuring the service provided through case management continues to fill a gap in the health care delivery strategy in Yuba County.

Bi-weekly team meetings will include the Program Aid, the Supervisor, and the Health Administrator to review outcomes, number of referrals, number of people served, and the types of services people are receiving. Ultimately, we will be tracking those who are enrolled into health insurance, and the total number of office visits attended for wellness and prevention. As the evaluation tool is created and maintained by the Program Aid, with oversight from the Health Administrator, areas to address will be identified and daily tracking of data will occur.

This bi-weekly assessment of the project will be helpful to address barriers to service, obstacles encountered, and identify best practices. One possible barrier to data collection could include client information safety, and ensuring compliance to HIPAA. The Program Aid will be trained on keeping this information according to policy, which includes using lockboxes with transportation logs, as well as receiving a written release of information so that client information can be discussed with providers. It is our intent to ensure the Program Aid has full knowledge of the law on this subject.

Other obstacles could include forging healthy relationships between the client and the provider, educating both on the projected outcomes of the project, and building trust. There is often a breakdown of communication due to a variance in way of life, that contributes to the idea that this population is hard to serve, and receives poor treatment. It will be a goal of this project to evaluate the level of that reality, and work towards healthier communication going both ways – from the client to the provider and vice versa.

For our homeless clients who are eligible for this project, the Homeless Management Information system will be utilized to track services provided. This data tracking module is made to identify household size and status, need for medical or mental health services including substance abuse cessation, income levels and sources, current benefits received and referrals given. This tool is used throughout Yuba County by providers to gather information on the numbers of homeless in our area, their access of services, and their level of need. We have the ability to "intake" and "exit" a client from a project, as well as determine outcomes and assessments.

Other partners in the project will be regularly involved with evaluation of effectiveness. One of the strengths of our community is the dedication of our agencies to be involved in collaboration. As the project begins and continues throughout the next two years,

partners will be asked to assess viability and cohesiveness as well as outcomes and improvements. These surveys will be requested on a quarterly basis, and the data will be reviewed by the evaluation team.

The County has a wealth of experience in developing and implementing evaluation tools, and upon award notice, these documents will begin to be established to ensure a quality evaluation process.

**Attachment B2: Budget Template - Detail Budget
CMSP County Wellness & Prevention Pilot Project**

Applicant:

County of Yuba, Health and Human Services Department

Detail Budget – CY 2017 through CY 2019:

Category	Qty (Year 1)	Cost (Year 1)	Qty (Year 2)	Cost (Year 2)	Qty (Year 3)	Cost (Year 3)	Total Cost
Personnel							
Program Aide	1	35700	1	35700	1	35700	107100
Benefits	1	22253	1	22253	1	22253	66759
Administration	1	7981	1	7981	1	7981	23943
Evaluation	1	7500	1	7500	1	7500	22500
Contractual Services							
Office Expenses							
Cell Phone	1	645	1	645	1	645	1935
Travel							
Other							
Financial Assistance		921		921		921	2763

225000

75000

**Attachment B2: Budget Template - Summary Budget
CMSP County Wellness & Prevention Pilot Project**

Applicant:

County of Yuba, Health and Human Services Department

Summary Budget – CY 2017 through CY 2019:

Category	Total Cost (Year 1)	CMSP Funding (Year 1)	Other Funding (Year 1)
Personnel	141834	73434	68400
Contractual Services			
Office Expenses	645	645	
Travel	6600		6600
Other	921	921	
TOTAL YEAR 1	150000	75000	75000

Category	Total Cost (Year 2)	CMSP Funding (Year 2)	Other Funding (Year 2)
Personnel	141834	73434	68400
Contractual Services			
Office Expenses	645	645	
Travel	6600		6600
Other	921	921	
TOTAL YEAR 2	150000	75000	75000

Category	Total Cost (Year 3)	CMSP Funding (Year 3)	Other Funding (Year 3)
Personnel	141834	73434	68400
Contractual Services			
Office Expenses	645	645	
Travel	6600		6600
Other	921	921	
TOTAL YEAR 3	150000	75000	75000

F. Budget Narrative:

The majority of costs for the pilot project are to hire and maintain a full time Program Aide through the Public Health Department at a yearly base salary of \$35,700. Benefits are an additional \$22,253 and include retirement, health, dental, vision, unemployment, worker's compensation and life insurance. Administration for oversight of this position is \$7,981 per year (Total personnel plus administration costs are projected at \$220,302 for the three year contract.).

Evaluation will be done internally by the Director of Health and Human Services and the Public Health Officer using data compiled by the Program Aide. These costs will be limited to \$7,500 once a year (\$22,500 total for three years).

Office expenses will include a cell phone for the Program Aide. Total office expense per year equals \$645 (\$1,935 total for three years).

A small amount of Financial Assistance will be available to clients who need help with bus tickets and prescriptions and co-pays (\$921 per year). The total for the three year term for financial assistance is \$2,763.

These costs are matched by the County of Yuba through an eligibility technician who provides outreach in our community. The total yearly salary and benefits allocated to the match for this position is \$68,400. Additionally, the area travel costs for both the Eligibility Technician and the Program Aide working on this project are estimated at \$6,600 and will be used as a match for this pilot project. In-Kind services include technical assistance for grant writing by Yuba Sutter Economic Development Corporation. This is additional support for the project, and considered part of our collaborative match.



August 22, 2016

Ms. Chaya Galicia
Yuba County Health & Human Services
5730 Packard Ave., Suite 100
Marysville, CA 95901

Dear Ms. Galicia:

Yuba-Sutter Economic Development Corporation is pleased to initiate a relationship with Yuba County Health & Human Services under the CMSP County Wellness & Prevention Pilot Project. This Community Wellness Program grant is very valuable to the efforts of Yuba County Health and Human Services in making to provide wellness and prevention services for uninsured populations.

Over the past several years YSEDC has enthusiastically provided technical assistance, grant writing, and special events and project management for Yuba County to create a strong economic, sustainable and healthy community. Such projects include: Perspectives Business Appreciation Luncheon and Awards, 14FORWARD homeless shelter project, Economic Strategic Plan development, and more.

Yuba-Sutter Economic Development Corporation will commit to Yuba County Health & Services' CMSP Community Wellness Program by the involvement of our personnel, data resources, technical assistance, and in-kind contribution of 40 staff hours valued at \$2,200.00. It is clearly a priority for us, and our uninsured population will be well served.

In closing, I would like to say that I'm proud that YSEDC and the Yuba County Health & Human Services have embraced this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Brynda Stranix".

Brynda Stranix,
President/COO

The County Of Yuba

PROBATION DEPARTMENT

JAMES L. ARNOLD
CHIEF PROBATION OFFICER



(033-0117) Adopt... - 51 of 56

(530) 749-7550
FAX (530) 749-7364

August 22, 2016

Ms. Chaya Galicia
Yuba County Health & Human Services
5730 Packard Ave., Suite 100
Marysville, CA 95901

Dear Ms. Galicia:

Yuba County Probation is pleased to initiate a relationship with Yuba County Health & Human Services under the CMSP County Wellness & Prevention Pilot Project. This Community Wellness Program grant is very valuable to the efforts of Yuba County Health and Human Services in making to provide wellness and prevention services for uninsured populations.

Yuba County Probation has a long history of working with Yuba County Health and Human Services to help strengthen our community and citizens.

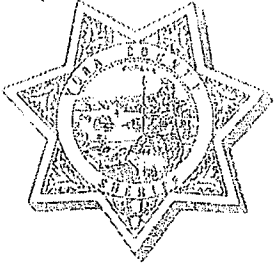
Yuba County Probation will commit to Yuba County Health & Services' CMSP Community Wellness Program by the involvement of our personnel, data resources, technical assistance, and in-kind contributions of 40 staff hours valued at \$4,200.00. It is clearly a priority for us, and our uninsured population will be well served.

In closing, I would like to say that I'm proud that Yuba County Probation and the Yuba County Health & Human Services have embraced this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Arnold", is written over the typed name.

James L. Arnold
Chief Probation Officer



Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

215 5th Street, Suite 150, Marysville, CA 95901
Ph: 530-749-7777 • Fax: 530-741-6445



August 24, 2016

Ms. Chaya Galicia
Yuba County Health & Human Services
5730 Packard Avenue, Suite 100
Marysville, CA 95901

Dear Ms. Galicia,

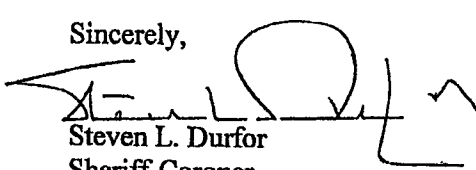
The Yuba County Sheriff's Department is pleased to initiate a relationship with Yuba County Health & Human Services under the CMSP County Wellness & Prevention Pilot Project. The Community Wellness Program Grant is very valuable to the efforts Yuba County Health & Human Services is making to provide wellness and prevention services for uninsured populations.

The Sheriff's Department and Health & Human Services have a long standing successful history of working closely together to serve the citizens of Yuba County. We look forward to another opportunity to continue that relationship.

The Sheriff's Department will commit to the Yuba County Health & Human Services CMSP Community Wellness Program through the involvement of our personnel, data resources, financial resources, and in-kind contributions. We anticipate that our staff will work with Health & Human Services to identify uninsured persons we come into contact with and assist in any way we can to direct the proper services to them.

In closing, I would like to say that I am proud that the Yuba County Sheriff's Department and the Yuba County Health & Human Services have embraced this project.

Sincerely,


Steven L. Durfor
Sheriff-Coroner



9/1/2016

Ms. Chaya Galicia
Yuba County Health & Human Services
5730 Packard Ave., Suite 100
Marysville, CA 95901

Dear Ms. Galicia:

Rideout Health is pleased to initiate a relationship with Yuba County Health & Human Services under the CMSP County Wellness & Prevention Pilot Project. This Community Wellness Program grant is very valuable to the efforts of Yuba County Health and Human Services in making to provide wellness and prevention services for uninsured populations.

Rideout Health will commit to Yuba County Health & Services' CMSP Community Wellness Program by the involvement of our personnel, data resources, financial resources, and in-kind contributions. It is clearly a priority for us, and our uninsured population will be well served.

In closing, I would like to say that I'm proud that Rideout Health and the Yuba County Health & Human Services have embraced this project.

Sincerely,

A handwritten signature in cursive script that reads "Kristy Kelly".

Kristy Kelly
Vice-President, Human Resources
Rideout Health



Harmony Health

Medical Clinic and Family Resource Center

1908 N. Beale Road, Suite E

Marysville, CA 95901

A Non-Profit Corporation Tax ID # 57-1195947

Board of Directors

Michelle Gracier
President

August 18, 2016

Michelle Costello
Vice President

Wendell Peters
Secretary

Renee Garcia
Treasurer

Ms. Chaya Galicia
Yuba County Health & Human Services
5730 Packard Ave., Suite 100
Marysville, CA 95901

Donna Jean Dion
Director

Dear Ms. Galicia:

Dennise Burbank
Director

Lillian Gilbreth
Director

Harmony Health Medical Clinic and Family Resource Center is pleased to initiate a relationship with Yuba County Health & Human Services under the CMSP County Wellness & Prevention Pilot Project. This Community Wellness Program grant is very valuable to the efforts of Yuba County Health and Human Services in making to provide wellness and prevention services for uninsured populations.

Courtney Gengler
Director

William Callahan
Director

Harmony Health and Yuba County have collaborated on multiple health and social service projects for the past fifteen plus years.

Bill Simmons
Director

[Harmony Health will commit to Yuba County Health & Services' CMSP Community Wellness Program by the involvement of our personnel, data resources, financial resources, and in-kind contributions including Outreach and Enrollment for the Affordable Care Act (Covered California), providing medical and behavioral health services and participating in events and fundraising. It is clearly a priority for us, and our uninsured population will be well served.

Staff

William B. Davis, MD
Medical Director

Rachel Farrell, PA-C, LM
Chief Executive Officer
Clinical Director

In closing, I would like to say that I'm proud that Harmony Health and the Yuba County Health & Human Services have embraced this project.

Nicolas Sigala
Chief Operations Officer

Sincerely,

Jennifer Hunter
Chief Financial Officer

Rachel Farrell
Chief Executive Officer

Phone: 530.743.6888

ALLIANCE FOR
HISPANIC
ADVANCEMENT

8/30/2016

Ms. Chaya Galicia
Yuba County Health & Human Services
5730 Packard Ave., Suite 100
Marysville, CA 95901

Dear Ms. Galicia:

The Alliance for Hispanic Advancement (AHA) is pleased to initiate a relationship with Yuba County Health & Human Services under the CMSP County Wellness & Prevention Pilot Project. This Community Wellness Program grant is very valuable to the efforts of Yuba County Health and Human Services in making to provide wellness and prevention services for uninsured populations.

The Alliance for Hispanic Advancement has been in existence since 1992, and we strive to work with all entities in our community that serve and support the Hispanic community. Over the years, AHA has worked with the Yuba County in various capacities from the migrant education program to partnering in disseminating information regarding health and human services to the Hispanic community.

The Alliance for Hispanic Advancement] will commit to Yuba County Health & Services' CMSP Community Wellness Program by the involvement of our personnel, data resources, financial resources, and in-kind contributions in providing pertinent information on an under-served community and recommending participants to this project to reap the benefits for which are intended. It is clearly a priority for us, and our uninsured population will be well served.

In closing, I would like to say that I'm proud that The Alliance for Hispanic Advancement and the Yuba County Health & Human Services have embraced this project.

Sincerely,

Margaret Fernandez
President, The Alliance for Hispanic Advancement

855 Harter Parkway, Suite 370, Yuba City, CA 95993 (530) 713-2456

EXHIBIT D**COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
GRANTEE DATA SHEET**

Grantee's Full Name:	Yuba County
Grantee's Address:	5730 Packard Ave. Marysville, CA 95901
Grantee's Executive Director/CEO: (Name and Title)	Jennifer Vasquez, Director of Health & Human Services
Grantee's Phone Number:	(530) 749-6311
Grantee's Fax Number:	(530) 749-6281
Grantee's Email Address:	jvasquez@co.yuba.ca.us
Grantee's Type of Entity: (List Nonprofit or Public)	Public
Grantee's Tax Id# [EIN]:	94-6000549

I declare that I am an authorized representative of the Grantee described in this Form. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Form is true and correct.

GRANTEE:

By: _____
Title: _____
Date: _____

The County of Yuba



03/24/17
(034-0117) Adopt... - 1 of 4

MARYSVILLE, CA 95901

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

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, DIRECTOR

TO: Board of Supervisors

FROM: Jill Abel, Human Resources Director

RE: Adopt Resolution Amending the Classification System - Basic Salary/Hourly Schedule as it relates to classifications in the Deputy District Attorney Association in the District Attorney's Office

DATE: January 24, 2017

RECOMMENDATION:

Adopt the attached resolution amending the Classification System-Basic Salary/Hourly Schedule as it relates to the classifications in the Deputy District Attorney Association (Bargaining Unit 14) in the District Attorney's Office effective January 1, 2017.

DISCUSSION:

As per negotiated contract between Yuba County and the Deputy District Attorney Association (DDAA) all classifications represented by the DDAA will receive a 2% equity adjustment effective January 1, 2017.

This action modifies the Classification System-Basic Salary Schedule to implement this change.

COMMITTEE ACTION:

None – Administrative Only

FISCAL IMPACT:

None – Administrative Only

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

RESOLUTION AMENDING THE
CLASSIFICATION SYSTEM –
BASIC SALARY SCHEDULE

)
)
)
)

RESOLUTION NO. _____

NOW THEREFORE BE IT RESOLVED that the Classification System – Basic Salary/Hourly Schedule shall be amended as follows effective **January 1, 2017**.

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 _____, 2017 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: 

CODE	CLASSIFICATION	BARG UNIT	MINIMUM MONTHLY SALARY (BASE)	PAY RATE			LONGEVITY					
				PRIOR TO 7/1/13	POST 7/1/13		PRIOR TO 7/1/13	POST 7/1/13				
ATNY-1	ATTORNEY I	14	5,217	MINIMUM HOURLY RATE 30.10	MAXIMUM MONTHLY SALARY \$6,344	MAXIMUM HOURLY RATE \$36.60	MAXIMUM MONTHLY SALARY \$6,783	MAXIMUM HOURLY RATE \$39.13	MAXIMUM MONTHLY SALARY \$8,296	MAXIMUM HOURLY RATE \$47.86	MAXIMUM MONTHLY SALARY 7,043	MAXIMUM HOURLY RATE \$40.63
ATNY-2	ATTORNEY II	14	6,048	MINIMUM HOURLY RATE 34.89	MAXIMUM MONTHLY SALARY \$7,355	MAXIMUM HOURLY RATE \$42.43	MAXIMUM MONTHLY SALARY \$7,863	MAXIMUM HOURLY RATE \$45.36	MAXIMUM MONTHLY SALARY \$9,617	MAXIMUM HOURLY RATE \$55.48	MAXIMUM MONTHLY SALARY 8,165	MAXIMUM HOURLY RATE \$47.11
ATTN-3	ATTORNEY III	14	7,221	MINIMUM HOURLY RATE 41.66	MAXIMUM MONTHLY SALARY \$8,781	MAXIMUM HOURLY RATE \$50.66	MAXIMUM MONTHLY SALARY \$9,388	MAXIMUM HOURLY RATE \$54.16	MAXIMUM MONTHLY SALARY \$11,482	MAXIMUM HOURLY RATE \$66.24	MAXIMUM MONTHLY SALARY 9,749	MAXIMUM HOURLY RATE \$56.24
DEDA-1	DEPUTY DISTRICT ATTORNEY I	14	5,217	MINIMUM HOURLY RATE 30.10	MAXIMUM MONTHLY SALARY \$6,344	MAXIMUM HOURLY RATE \$36.60	MAXIMUM MONTHLY SALARY \$6,783	MAXIMUM HOURLY RATE \$39.13	MAXIMUM MONTHLY SALARY \$8,296	MAXIMUM HOURLY RATE \$47.86	MAXIMUM MONTHLY SALARY 7,043	MAXIMUM HOURLY RATE \$40.63
DEDA-2	DEPUTY DISTRICT ATTORNEY II	14	6,048	MINIMUM HOURLY RATE 34.89	MAXIMUM MONTHLY SALARY \$7,355	MAXIMUM HOURLY RATE \$42.43	MAXIMUM MONTHLY SALARY \$7,863	MAXIMUM HOURLY RATE \$45.36	MAXIMUM MONTHLY SALARY \$9,617	MAXIMUM HOURLY RATE \$55.48	MAXIMUM MONTHLY SALARY 8,165	MAXIMUM HOURLY RATE \$47.11
DPDA-3	DEPUTY DISTRICT ATTORNEY III	14	7,221	MINIMUM HOURLY RATE 41.66	MAXIMUM MONTHLY SALARY \$8,781	MAXIMUM HOURLY RATE \$50.66	MAXIMUM MONTHLY SALARY \$9,388	MAXIMUM HOURLY RATE \$54.16	MAXIMUM MONTHLY SALARY \$11,482	MAXIMUM HOURLY RATE \$66.24	MAXIMUM MONTHLY SALARY 9,749	MAXIMUM HOURLY RATE \$56.24

ADD

CODE	CLASSIFICATION	BARG UNIT	MINIMUM			PAY RATE				LONGEVITY			
			MONTHLY SALARY (BASE)	HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	PRIOR TO 7/1/13		POST 7/1/13				
							MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE			
ATNY-1	ATTORNEY I	14	5,322	30.70	\$6,472	\$37.34	\$6,919	\$39.92	\$8,462	\$48.82	7,185	\$41.45	
ATNY-2	ATTORNEY II	14	6,169	35.59	\$7,502	\$43.28	\$8,020	\$46.27	\$9,809	\$56.59	8,329		
ATTN-3	ATTORNEY III	14	7,366	42.50	\$8,958	\$51.68	\$9,576	\$55.25	\$11,712	\$67.57	9,945		
DEDA-1	DEPUTY DISTRICT ATTORNEY I	14	5,322	30.70	\$6,472	\$37.34	\$6,919	\$39.92	\$8,462	\$48.82	7,185		
DEDA-2	DEPUTY DISTRICT ATTORNEY II	14	6,169	35.59	\$7,502	\$43.28	\$8,020	\$46.27	\$9,809	\$56.59	8,329		
DPDA-3	DEPUTY DISTRICT ATTORNEY III	14	7,366	42.50	\$8,958	\$51.68	\$9,576	\$55.25	\$11,712	\$67.57	9,945		

The County of Yuba

Office of the County Administrator



Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
RE: Solid Waste Collection Services – Contracting Analysis and Recommendations
DATE: January 24, 2017

RECOMMENDATION

It is recommended that the Board of Supervisors, per the recommendation of the Regional Waste Management Authority (RWMA):

1. Review and consider the Sloan Vasquez McAfee, LLC (SVM) report and recommendations for Solid Waste Collection Services Contracting, and;
2. Consider County staff and RWMA recommendations for next steps, which does not include providing a four year extension to the current service provider and renegotiating the current agreement and provide direction as appropriate.

BACKGROUND

Attached is a report, "Municipal Solid Waste Collection Services Contracting Analysis and Recommendations" prepared by SVM regarding research, analysis and stakeholder engagement activities that were conducted to inform local policy Boards and Councils regarding future waste collection service agreements.

The project was undertaken by the RWMA, which includes six member jurisdictions (Yuba County, Sutter County, Yuba City, Marysville, Wheatland and Live Oak), because the initial seven and three-quarter year term of the existing Collection Service Agreements between member jurisdictions and Recology Yuba-Sutter will expire on September 30, 2019. In addition to the initial term, these agreements will include provisions for three extensions of four years each to 2023, 2027 and 2031. Extensions are the sole discretion of each jurisdiction.

The report (attached) was prepared for the RWMA and reviewed and discussed at their December 15, 2016 meeting. At that meeting, the RWMA concurred with the recommendations and directed staff to refer the report to member jurisdictions. Specifically, the RWMA members recommended moving forward with attempting to renegotiate an agreement with the current provider, Recology Yuba-Sutter, and not offering a four year

extension. Another option presented, to prepare a Request for Proposals to qualified contractors to provide future collection services, was not recommended at this time by RWMA Administrators or the RWMA.

DISCUSSION

Each of the six member jurisdictions of the RWMA will have the SVM report brought to them in January and February 2017 for their consideration and direction. RWMA staff will then report back to their Board at a future meeting on the results of that process for further discussion and direction including the potential contracting for consultant services as necessary.

FISCAL IMPACT

There is no fiscal impact to the general fund or non-general fund at this time.

Municipal Solid Waste Collection Services Contracting Analysis and Recommendations

Final Report

Presented to:

Regional Waste Management Authority

Submitted by:

***Sloan*VAZQUEZMcAFEE**
MUNICIPAL SOLID WASTE ADVISORS

3002 Dow Avenue, Suite 116, Tustin, CA 92780

Office: 866.241.4533

info@sloanvazquez.com · www.sloanvazquez.com

December 5, 2016

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A. CURRENT AGREEMENT STATUS AND DECISION POINTS

Introduction

The Regional Waste Management Authority (RWMA) Board of Directors selected Sloan Vazquez McAfee (SVM or SVM Team) to conduct research and analysis in preparation for upcoming decisions that must be made as the initial term of each member jurisdiction's Collection Services Agreement (CSA) is scheduled to end on September 30, 2019.

The RWMA was established in 1990 by a Joint Powers Agreement between Sutter and Yuba Counties and the Cities of Live Oak, Marysville, Wheatland and Yuba City for the purpose of providing reliable, economical, integrated and environmentally sound waste management services to the residents, businesses and organizations of the bi-county area. The Board of Directors consists of a Supervisor from both Sutter and Yuba Counties and a City Council member from each of the four Cities -- Live Oak, Marysville, Wheatland and Yuba City -- who are appointed by their respective Boards of Supervisors and City Councils¹.

SVM is a consulting firm focused exclusively on municipal solid waste planning and management services, specializing in waste composition and characterization studies, feasibility studies, municipal contract analysis, residential and commercial collection operations, and management of MRF project development. Together, the firm's principals have over 60 years of wide-ranging expertise and experience in municipal waste management and recycling.

The SVM Team conducted research and analysis on behalf of the RWMA member jurisdictions, including:

- a review of the current model CSA,
- nine public forums to obtain stakeholder input regarding the current and future status of solid waste and recycling services and contracting,
- the analysis of the reasonableness of RWMA rates in comparison with contracted rates and services in comparable jurisdictions,
- a review of market implications that could impact rates and future contracting opportunities,
- a review of similar agreements to identify opportunities for consideration in the development of any future agreement, and finally,
- an overview and assessment of next steps available to RWMA member jurisdictions.

Key CSA Milestones

The RWMA member jurisdictions each have an existing CSA with an initial contract term ending September 30, 2019. Each CSA includes an opportunity for the jurisdiction to trigger a four-year extension of the existing agreement. This extension must be triggered on or around July 2017 and would result in a contract extension period of October 1, 2019 through September 30, 2023.

¹ Source: <http://yubasutterrecycles.com/index.html#about>

Should the RWMA member jurisdictions choose not to trigger an extension of the current agreement, a number of new contractual provisions could be included in any new agreement. Examples of potential contract components include the provision of new facilities; alternate approaches to, or modifications of, the existing system (e.g., new programs or services to ensure compliance with legislative requirements, etc.); alternative rate setting and/or rate review methodologies; and, new terms for the length of contract and any potential contract extensions.

Decision Points

The RWMA member jurisdictions have a number of options as they consider next steps. Each option offers inherent pros and cons and represent different approaches to achieving the best value for member jurisdictions and their constituents.

- **Extend the current CSAs, with no changes to current terms of the agreement**, by triggering the four-year extension by July 2017. This would extend the current contract through September 30, 2023.
- Prior to the end of the current CSAs (September 30, 2019) **negotiate new service agreement** with Recology Yuba-Sutter that includes new contract provisions.
- **Conduct a competitive procurement process** in 2018, with new contract awarded by early 2019 (to allow time for acquisition of equipment) prior to a new contract commencement date of October 1, 2019.
- **Conduct a hybrid process**: Enter negotiations with current contractor using established set of performance and rate objectives; if agreement not reached by set date, initiate procurement process.

This report is intended to serve as a source of information, a compilation and analysis of stakeholder input, and an overview of relevant data and industry best-practices to equip the member jurisdictions as they consider the optimal path forward.

Current Model Collection Service Agreement

The model CSA, which is modified by each member jurisdiction to include additional, jurisdiction-specific requirements, is a well-crafted document that has produced diversion programs and results that meet California Department of Resource Recycling and Recovery (CalRecycle) requirements, consistent levels of customer satisfaction with service offerings and performance, and a solid value for jurisdiction residents.

Opportunities to update CSA language and incorporate new or revised components are explored in Section E, including the following: review of the options and implications of addressing existing infrastructure concerns and associated public/private approaches; a description of an alternate rate review approach; an overview of the impacts of the current default cart size on contamination rates; approaches to rate setting; and, sample language for addressing recent legislative requirements.

B. STAKEHOLDER INPUT

Public Forum Overview

The RWMA Board of Directors prioritized the inclusion of stakeholder input in this process. Public forums were conducted to provide information regarding the timeline and decision points and to gather input regarding the current and future state of solid waste and recycling services contracted within the RWMA member jurisdictions. The following is a description of the key points and overall themes discussed during the public forums conducted in August 2016. A total of nine forums were held, including:

- one forum at each of the six RWMA member jurisdictions, with elected officials, jurisdiction staff and community members in attendance,
- one forum with the business community, and
- one daytime and one evening forum for community members.

The outreach materials used to promote the forums, including the PowerPoint presentation that was used, are included as Appendix A.

In addition to the elected officials, jurisdiction staff, community members and area business representatives attending the forums, a local representative of the operating engineers' union and the owners and/or designated representatives of the following interested solid waste industry businesses attended some or all the forums:

- Green Solutions and More (GSM)
- Recycling Industries (RI), and
- Republic Services, Inc. (Republic)

Management team members from Recology Yuba-Sutter (RYS) also attended each forum, and made themselves available to answer questions if needed. However, they did not make presentations or advocate for a specific course of action regarding the future of the collection service agreements.

Stakeholder Input

Following each of the key points or grouping of points, relevant data, industry best practices, or technical analysis is provided for informational purposes in an effort to describe the implications associated with the input offered during the forums. Some comments made by elected officials regarding rates, rate structure, application of uniform base rates, certain program components, infrastructure development and public/private partnerships are excluded from this section as they are fully addressed in the subsequent sections.

1. Desire for transparent public process

The desire for transparency is a common theme in government contracting. The elected officials and members of the public who participated in the forums were uniform in the desire to implement an

open, transparent process. There are several methods available to ensure the public has all appropriate information, and that all agreements are entered in the light of day.

It is important to note that the terms “transparency” and “competitive procurement” are not synonymous. There are transparent sole-source negotiations, and there can be challenges in maintaining transparency in a competitive procurement process. The ability to achieve transparency is associated with the communication, information and public involvement achieved during any selected process.

It is not uncommon for some participants to call for a competitive procurement during public forums, with an assumption that “going out to bid” will automatically result in the best possible outcome. However, this focus on defining the process can overshadow the need to establish the desired results first. Only after the criteria for success is first defined should the process best able to achieve those criteria be selected.

The importance of choosing the process after defining the successful outcome is a unique aspect of contracting solid waste services. Unlike commodities, where pricing for a uniform product is easily compared, factors such as the necessary capital investment and access to permitted disposal and processing facilities represent significant variables that introduce financial and other risks in the procurement of solid waste contracts. Simply put, we recommend establishing the criteria for success prior to the ultimate selection of the process by which the RWMA member jurisdictions achieve those criteria.

2. Overall satisfaction with RYS services

2.1. Acknowledgement that RYS is a good company, provides good service

2.2. Recognition of RYS community involvement and support

2.3. Concern for impacts to existing employees should there be a change in contractor

The consensus from elected officials, public participants and even representatives of other interested parties within the solid waste and recycling industry was the overall satisfaction with the services provided by RYS. In particular, the residents appreciate the level of service provided by RYS, which is perceived by many to exceed expectations (assistance with moving carts, acceptance of additional materials when needed, consistency of service and politeness of employees).

Additionally, there is consensus that RYS sets the bar for community involvement and support of community events. The level of participation by RYS employees is emulated by other companies in the region.

Concern for the displacement of current employees was also expressed, as the RYS employees are residents and neighbors. There is apprehension that if another contractor were to be awarded the contract, it would result in the unemployment of community members.

3. Presentations from interested parties within the Solid Waste and Recycling industry

One or more representatives from GSM, RI and Republic attended each of the nine public forums and uniformly expressed concern regarding the tenure of the current contractor without competitive procurements being conducted as well as the collection service rates and advocated for a new contract to be awarded through a competitive procurement process.

3.1. Representatives of RI and Republic made comments regarding the tenure of the current contractor without having been put out for competitive procurement

The tenure of a contractor without competitive procurements being conducted is a rationale often used by interested parties when seeking an opportunity to acquire new business. Conversely, the long tenure of a contractor is also a rationale often used by incumbents to highlight their familiarity with the region, service record and community support. A long tenure of the contractor is not an inherent plus or minus. There are long-term contracts that provide excellent value and service; there are long-term contracts that are over-priced and under-perform. The same applies to new contracts. With a long-term contract, concerns arise when the following conditions are present:

- a) the contract language is out of date (e.g., the agreement is twenty-years old) and does not meet the current needs of the community
- b) the contract is mature (15, 20, 30 years old) and the rates have not been reviewed or reset. In this case, if there is an automatic, index-based rate increase methodology, over a long period of time the rate increase trend can exceed the market rates
- c) the contractor under-performs and there is not a mechanism within the contract language to address performance, service, diversion and other issues

Throughout California, companies including Burrtec, Recology, Republic, Waste Management and others operate under contracts that have not been put out to bid. The contracts are often acquired over time. For example, in Elk Grove, the contract was awarded to BFI, which was then acquired by Allied Waste, which was then acquired by Republic. There is no inherent issue, either good or bad, with this type of contract. What is important is that the contract is updated regularly, the rates are monitored and controlled, and mechanisms exist to guarantee performance.

3.2. Input regarding rate comparisons and current rate review/rate setting process

These questions are addressed in Sections C and E.

3.3. Questions about the current diversion rate and recycling programs

The industry participants expressed concerns over the current diversion rate, citing a 7% diversion rate for commercial recyclables. While the exact tonnage of commercial recyclables is not available, as curbside residential and commercial recyclables are collected together, the following data is available regarding the overall diversion rate for calendar year 2015:

Table 1: RYS Diversion for Calendar Year 2015

	148,250
	53,143
	36%

The figures provided in the table above represent only one component of the overall diversion reported to CalRecycle (there are additional measurements that capture diversion achieved above and beyond what the hauler reports, such as commercial businesses recycling cardboard or wood pallets through

programs not managed by the hauler). For 2015, the RWMA reported a 70% diversion rate to CalRecycle for the Yuba-Sutter region.

A new agreement presents an opportunity to address commercial recycling and ensure that all programs meet or exceed the requirements of AB 939, AB 341 and AB 1826. Additionally, enhanced reporting requirements should be included in new agreement language such as the outreach, education and reporting documentation necessary for compliance with AB 341 and AB 1826.

3.4. RI recommendation that service levels be reduced to Every Other Week Recycling and Green Waste collection

Every Other Week (EOW) recycling and green waste collection is a program offered in some jurisdictions in California and elsewhere. The rationale behind offering this approach to recycling and green waste collection is that the program will a) reduce operation costs, and b) reduce wear and tear on roadways. While some these benefits are realized, there are typically limitations to the overall results.

3.4.1 Impact on Operating Costs

When EOW service was first promoted in the late 1980's and early 1990's, the participation rates in the recycling and green waste programs were much lower, both in the volume of material and the set-out rates, which made EOW service a viable option. Because carts were typically less than half-full and often set-out less than half of the time, EOW collection made sense. However, given the current participation rates in the RWMA area, there are several factors that limit the overall operational and fiscal benefit associated with EOW service. For example, while recycling and green waste is collected every other week, the material is not generated every other week. The volume typically remains the same.

What does this mean? Consider the following assumptions (please note that these are generalities intended to illustrate a point--averages are used, and variances in any given week could impact the amount of green waste collected on any given route, impact the number of households per load, etc. While the exact numbers might vary, the general principles still apply):

- In 2015, 5.9 routes were used weekly to collect an average of 23.4 pounds of green waste-per-week from the approximately 39,604 households (88% of all households) setting out green waste carts.
- Given the number of routes and pounds-per-home, and the typical collection vehicle's payload, an estimated 1.98 loads of green waste-per-route would be collected from an estimated 1,342 households-per-route-per-day.
- In practical terms, a collection vehicle would leave the yard (parking area) in the morning to start a designated route, collect one load of green waste from approximately 671 households, deliver the load to the transfer station or other designated facility, return to the route, collect a second load of green waste from the remaining 671 households on the route, deliver the load to the transfer station or other designated facility, then park the truck.

In an EOW program, the average pounds per home generated in any given week would not be expected to change, so the volume would be expected to double to 46.8 pounds. The number of participating households would also be expected to remain the same. The hauler would not be able to use the same

routes as are currently used in the weekly collection program, because the truck's payload would be reached after approximately 335 households as opposed to the 671 households in a weekly collection program. Because the payload limit would be reached sooner, additional breakaways from the route would be required to empty the truck. The additional breakaways would reduce the time on route, which would ultimately reduce the number of households that could be serviced on that route, thus increasing the number of routes required. The estimated impact is as follows: 6.8 routes would be required to service 1,165 households-per-route-per-day, with 3.4 loads-per-route.

However, because only one of the two materials (green waste and recyclables) is collected per week, in theory the drivers and collection vehicles currently assigned to collecting the other material (recyclable vehicles on green waste week, and green waste vehicles on recyclables week) would become available. If the combined 12.7 routes (5.9 green waste routes and 6.8 recyclables routes) were used for biweekly collection of green waste, the estimated impact would be as follows: 12.7 routes could service 624 households-per-route-per-day, with 1.8 loads-per-route.

Both of the scenarios above –the EOW service with the minimum number of routes, or the EOW service utilizing all available drivers and collection vehicles – would require adjustment in practical application. The EOW service with the minimum number of routes used in this scenario would likely require at least one, if not two, additional routes to ensure that all routes could be completed given fluctuations in tonnage and seasonal factors. The EOW service using the combined available trucks would exceed the level of service required and fewer trucks would likely be used. Whether adding routes to the current 5.9 or reducing routes from the combined 12.7, the number of routes would likely end up in the range of 8 to 10.

Ultimately, the EOW service option could result in the reduction of routes (including the associated collection vehicles, maintenance costs and staffing costs), a minimal reduction in fuel required to provide service (positive benefit minimized by increased "windshield time" or time on the route), no impact to the cost of processing, and limited reduction of road impacts, which is described in detail in 3.4.2.

Table 2: Comparison of Weekly and EOW Green Waste Collection

	Weekly Service (Using 2015 Data)	EOW Service (using min. routes)	EOW Service (max. 12.7 routes)
Pounds of Green Waste per household (2015)	23.4	46.8	46.8
Households participating in Green Waste program	39,604 (45,004 households at 88% set-out rate for green waste)	39,604	39,604
Number of routes	5.9	6.8	12.7 (Using 2015 designated green waste & recycling collection vehicles)
Estimated households per route	6,713 (39,603.52 households divided by 5.9 routes)	5,824	3,118
Estimated households per route per day	1,343 (6,712.5 households per route divided by 5 days)	1,165	624
Estimated loads per route per day	2.0 (assuming average truck payload of 8 tons or 16,000 pounds, 683.8 households with 23.4 pounds per house can be collected per load, or 341.9 households with 46.8 pounds per house)	3.4	1.8
Additional time for breaking away from route = Estimated 50 minutes per load (each load additional load requires a round trip to the transfer station or green waste facility, as well as any wait time for emptying collection vehicle)	N/A	100 minutes	N/A
Additional route(s) required due to additional break away time	N/A	.98 (5.9 routes X 100 minutes /route = 9.8 hours, assuming 10 hour routes)	N/A

Similarly, when the impact to residential recycling routes are calculated using the same approach shown in the table above, the loads collected from the existing 6.8 routes would increase from an estimated 1.07 loads per route per day to collecting 1.92 loads per route per day. This additional volume, and associated increase in windshield time, would result in an increase in the number of routes required from the current 6.8 routes to an estimated 7.4 routes. Allowing for seasonal fluctuations and other variances, the same estimated 8 to 10 routes as shown for the Green Waste program above would be needed to accommodate the impact of two weeks' worth of recyclable material.

In summary, while there would be a combined overall reduction in the costs associated with the eliminated routes, the cost reduction would add up to approximately 25% of the collection component of the services (vehicle, maintenance, staffing). The remaining costs would benefit from little, if any,

reduction. The solid waste collection and disposal, and the green waste and recycling processing costs would remain the same. Conservatively, the portion of overall residential service costs associated with the green waste and recyclables collection could go down between 5% and 7%.

One additional factor to consider when looking at the specific impact of an EOW program for RWMA jurisdictions is the predominant use of 32 gallon carts for residential solid waste collection. With the significant financial incentive associated with the use of this smaller cart size, there may be a correlated high level of contamination in the recycling and green waste carts. Residents who run out of room in the solid waste cart may be choosing to place trash in the recycling and/or green waste cart(s) instead of upgrading to the larger, more expensive solid waste cart. Assuming the continued level of customers choosing the 32-gallon cart service level for solid waste collection, the level of contamination currently found in the recycling and green waste carts will more than likely increase.

3.4.2 Limited Impact on roadway wear and tear

Much like the limited impact on collection efficiency, an EOW program provides less of a reduction in roadway wear and tear than might be anticipated. While a full study would have to be commissioned in order to precisely measure the current and expected impact on roadways, the following diagrams demonstrate the practical limitations of benefits EOW service would have on roadway usage. The primary reason for this is the increase number of loads per route, as described in the 3.4.1 above, resulting in either the need to split routes previously serviced by a single truck, or requiring the single truck to break away from the route more frequently to unload the increased volume of materials. The more times a route truck has to leave the route to unload the collected tonnage, the more roadway usage is required.

The following diagrams represent the basic flow of a collection vehicle while servicing a route. Each rectangle represents a portion of a route serviced while collecting a single load. Please note that a route would not be constructed in this rudimentary fashion, however the resulting increase in trips to the transfer station or other facility can be understood through the scenarios depicted in the diagrams below.

- In the first diagram, a single truck services a route that generates two loads of material on a weekly basis. Two weeks of this service are shown.
- In the second diagram, a single truck is shown servicing the same route on an EOW basis. The doubling of volume requires two additional breakaways for unloading the material from the truck.
- In the third diagram, two trucks are shown servicing the same route on an EOW basis. Each truck collects two loads of material.

Figure 1: Weekly Service, One Truck, One Route

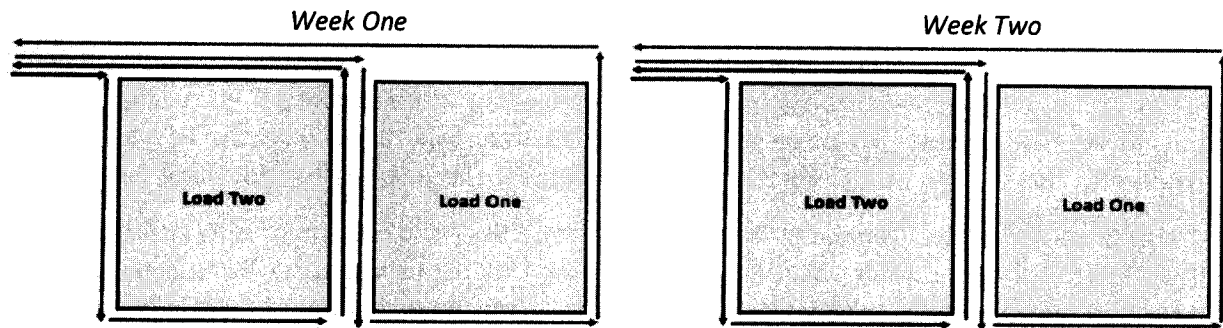


Figure 2: Every-Other-Week Service: One Truck, One Route

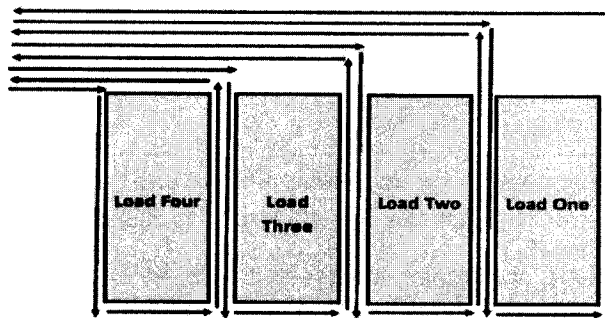
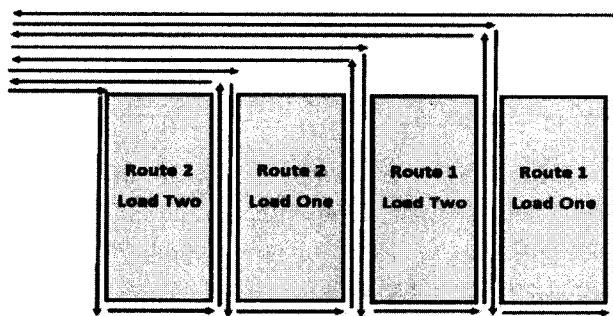


Figure 3: Every-Other-Week Service: Two Trucks, Two Routes



The diagrams provide a visual representation demonstrating why EOW service does not cut road impacts in half. While certain roads within a route may have a one-third reduction in collection vehicles per week (2 collection vehicles instead of 3), the roadways used for travel to the transfer station or facility have the same level of usage, whether there is weekly or EOW collection. Ultimately, there may be a 25% reduction in impact to some roadways, however there is little, if any, reduction in impact to roads leading to and from the route.

3.4.3 Additional factors associated with EOW service

One consideration associated with an EOW program is that there can be confusion among residential customers regarding whether recyclables or green waste is scheduled for collection any given week. This can result in a decrease in residential diversion program participation, as one of the industry-recognized factors for successful diversion program implementation is ease-of-participation. For residents with a longer distance between the home and the curbside, confusion over which cart should be placed at the curb on any given week could result in a decision not to place the green waste or recycling cart out at all.

While this last factor would be less likely to occur in the RWMA jurisdictions due to the majority of residential customers using the 32-gallon solid waste carts, there can be a negative impact on diversion rates due to customers placing green waste or recyclables into the solid waste cart. While two weeks' worth of recyclables and green waste are generated between collections, the size of cart is not doubled (unless home owners elect to add additional carts). If space in the green waste or recyclables carts run out before collection or the odors associated with the increased storage time of green waste cause a homeowner to choose not to keep the green waste for two weeks, the overages or odorous materials might be placed in the solid waste container. This would not only potentially reduce diversion rates, but could also increase the cost of services as disposal costs increase due to the additional weight of non-solid waste materials.

3.5. Request that contract be awarded through competitive procurement process, and

3.6. Republic requests "even playing field" by removing existing infrastructure advantages

It is almost a certainty that when a solid waste and recycling agreement nears its end, interested companies will promote competitive procurement while the incumbent will advocate for an extension or renegotiation. Any given hauler can be promoting procurement in a competitor's jurisdiction while at the same time defending their own long-term contracts from competitors. Competitors always want procurement. Incumbents always want an extension or renegotiation.

This is why it is important that any given jurisdiction determines the best course of action independent from the advocacy of the hauling industry, and why a decision should address the best interest of the ratepayers as opposed to the interests of competitors or incumbents.

Similarly, competitors typically request that procurements be conducted without the benefit of existing infrastructure and assets, so as to "even the playing field". For example, competitors prefer for a procurement process to require the purchase of all new collection vehicles while the incumbent will advocate for the continued use of collection vehicles that are in good condition.

Ultimately, jurisdictions are left to determine what is in the best interest of the ratepayers. If an incumbent's existing assets result in a benefit to the ratepayer, and the only beneficiary of removing the existing assets and infrastructure is to other participants in a procurement process, the good of the citizen outweighs the benefit to the competitor. And, if the introduction of new assets or infrastructure benefits the jurisdictions and ratepayers, the good to the citizens outweighs the elimination of a benefit to the incumbent.

It should be noted that facilities currently used to serve the RWMA member jurisdictions will eventually need to be replaced. A discussion regarding the implications of replacing an aging infrastructure is included in Section D.

3.7. RI recommends having winning contractor pay the cost of competitive procurement process (estimated at \$100-\$150K)

Often, the cost of a competitive procurement process is paid by the successful contractor. However, it is important to keep in mind that ultimately, the cost of the procurement is factored into the overall cost of the contract and is either directly or indirectly borne by the ratepayers with a mark-up.

This recommendation is typically made to ensure that the costs associated with a procurement process are not a barrier to a jurisdiction opting to move forward with the process. While the cost of a renegotiation is typically half that of a procurement, either a procurement or renegotiation can result in compliance, service and financial benefits for the jurisdictions and ratepayers. However, the impetus for entering either process should be the desired outcome for the jurisdiction and ratepayers, not because there is an opportunity to pass the cost on to the successful proposer in a competitive procurement process.

3.8. RI recommends an open-market commercial system, where any permitted hauler could provide service, offering competitive rates not-to-exceed a set maximum rate

In areas with high density, where numerous hauling companies operate in neighboring jurisdictions, it can make sense to implement an open market system. However, even in some of the largest markets, with the greatest density and number of local, competitive haulers, the trend is to move away from open market systems to either exclusive or districted franchise systems (exclusive franchise system is a single hauler, districted franchise system is when a jurisdiction is divided into geographic districts and individual haulers are awarded the franchise for a designated district). Recently, cities including Los Angeles, San Diego and Glendale have either completed or initiated the process to move from open market commercial programs to franchise commercial contracts.

An open market system is not recommended for RWMA jurisdictions for the following reasons. First, there is a lack of density and relatively few hauling companies operating in neighboring jurisdictions, both of which are necessary for a successful open market program. The lack of density and proximity eliminate the economies of scale associated with open markets in other regions. Additionally, the reason other municipalities are moving away from an open market approach are factors of importance to the RWMA jurisdictions. First, open market systems result in increased impacts to roadways, with multiple operators deploying collection vehicles on the same street. Second, it is difficult to monitor and enforce safety, diversion and financial compliance with open market systems.

3.9. GSM representative states that even a \$0.50 per month savings would be in the best interest of the community and justify RFP process

While rates are one of the factors important to residents, our experience shows that a cost/benefit analysis is conducted by all interested ratepayers and decision makers, and a reduction in rates must achieve a certain threshold in order to justify a change in service providers (assuming that there are not service or other issues with the service provider that trigger the change). This cost/benefit analysis is the mechanism used to establish what is valued by stakeholders. For example, a 10% reduction in rates may or may not be enough of a savings to warrant the risks associated with a transition. However, a 30% or higher reduction may increase (and likely ensure) the stakeholders willingness to make a change.

One way that a procurement process addresses the various costs and benefits associated with a proposed service agreement is to establish weighted criteria for the required proposal components. For example, the following is the average weightings that have been applied in some of our most recent procurements:

Table 3: Sample Proposal Evaluation Criteria

Component	Proposal Evaluation Criteria	Maximum Evaluation Score
1	Responsiveness to RFP	Pass/Fail
2	Experience and References	10%
3	Customer Service and Community Programs	25%
4	Operating and Diversion Programs	25%
5	Price Proposal	30%
6	Program and Service Enhancements (offered at no additional charge)	10%
7	Legal and Regulatory Disclosures	Noted
8	Financial Information and Requirements	Noted
9	Materiality of Exceptions to Draft Agreement	Noted
10	Additional Program and Service Options (offered at additional charge)	Noted

The weighting of evaluation criteria is established to create an objective, numerical representation of what the stakeholders value. For example, a procurement where community involvement is highly valued may include higher weighting for component #3. Or, a procurement conducted for a community where participating proposers have established strong reputations for their capabilities, service, programs and community involvement may weight component #5 higher, as the price may be the most relevant differentiator.

When the criteria and weighting shown above is applied in a procurement process, a Price Proposal differential typically must be at least 10 or 15% in order to impact the outcome, assuming all other evaluation criteria components are rated within a comparable range. However, a Price Proposal differential of less than 15% is typically not enough to overcome similar ratings in the other categories.

The scenario described at the Community Forum – a savings of \$0.50 per month, the equivalent of a \$6.00 per year rate decrease, represents a 2% reduction for RWMA residents. This amount is simply not enough for most stakeholders to consider making a change, with all other things being equal.

It is important to note that while a jurisdiction can control the weighting criteria that are established prior to the release of an RFP, there is no ability to control or guess what the resulting proposal

submittals will include. Rates could represent a savings of \$0.50 per month. They could represent a savings of \$3.00 per month. They could also represent a rate increase. Without the benefit of a highly competitive regional market, with existing and proximate infrastructure, economies of scale are difficult to achieve.

3.10 RI requests subcontract to process recyclables, and

3.11 Request for separate commercial and residential collection agreements

Currently, RYS has flow control over materials collected, including recyclables. Should the RWMA jurisdictions decide to conduct a competitive procurement process, the option is available to allow participating companies to propose for all or part of the services covered under the services agreement. Typically, in this scenario, proposers would be required to provide pricing and current infrastructure capabilities for any or all components of the agreement, with pricing proposed for individual and, if applicable, aggregated service components.

This scenario could also be applied to offering the opportunity for proposers to choose to offer commercial and/or residential service proposals. There are jurisdictions in California that choose to utilize separate services, either because a competitive procurement offering the option of proposing for one or both services resulted in two different companies emerging as successful proposers, or because the jurisdiction prefers to split the services. In some cases, a jurisdiction will provide residential services conducted by its own employees and using its own assets, and only franchises the commercial services.

While the examples provided above occur, the predominant approach is to utilize a single contractor for all franchise services. This is a best practice for the following reasons:

- A single agreement typically results in the best value for rate payers. There are economies of scale associated with operating a single management team, a single fleet maintenance facility, the ability to spread fixed costs over a larger set of collection activities, etc.
- A single agreement requires less jurisdiction (or in this case, RWMA staff) management time. There is a single set of operational, diversion, compliance, financial and other reports, reviews, points of contacts, etc. This factor is particularly relevant for the RWMA, because each member jurisdiction enters into its own agreement with the contractor. Should the RWMA jurisdictions opt to have separate residential and commercial contracts, instead of up to six contract negotiations there will be up to twelve, or even eighteen.

3.12 RI requests clarification/disclosure of fees vs. base service rates (i.e. recycling, green waste, refuse, fees), and

3.13 Request from landlords for bills to be sent to both the property owner and occupant

A request was made to include a complete breakdown of rate components and fees within the total rate paid for services on the invoices. A breakdown of residential service components by commodity (solid waste, recyclables, and green waste) collection is very uncommon within the industry. Typically, when a service provider proposes a rate, it is for a two-cart (i.e. solid waste and recyclables) or three-cart (i.e. solid waste, recyclables and green waste) program and the individual rates for each service are not delineated.

While there are a number of reasons why pricing for residential services is not commonly itemized, a frequent concern is that customers who elect not to participate in a component of the service (e.g. a customer who does not wish to have green waste collection service) may mistakenly assume that the green waste collection portion of the invoice is not applicable. However, rates are established within the context of the total cost of program for a population, and in most franchises, a resident's choice to forgo one or more components of the service offering does not entitle the resident to a rate reduction. Similarly, if a resident does not choose to utilize a bulky item collection or a free dump pass, there is no refund offered or available.

Although the itemization of a fee (or fees) is required in some jurisdictions, it is also common for jurisdictions to contractually prohibit haulers from delineating individual fees. The following is language from a current collection services agreement from another jurisdiction in California:

Single-Family Billing

The Collector will bill all Single Family Dwellings directly on a quarterly basis, in advance. All bills must carry a due date, not "due upon receipt." Bill must be itemized, but may not designate that portion of a customer's bill attributable to the franchise fee as a separate item.

The request from landlords for bills to be sent to both the property owner and occupant could be addressed in any new service agreements, at the direction of the jurisdiction, and with review and approval of the jurisdictions' attorneys. However, typically if a property owner prefers to manage the status of the bill, the bill is directed to the property owner and the owner includes the charges as part of the rental payment.

Ultimately, the determination as to how to structure the administration of billing is at the discretion of the RWMA member jurisdictions.

- 4. Some residents expressed the belief "competition always brings better pricing and service" while others expressed the belief "if it isn't broke, don't fix it" and satisfaction with the rates.**

This comment is addressed under 3.1 and 3.6.

- 5. Comment regarding the need to continue consideration of road conditions and impact of collection vehicles on infrastructure**

This comment is addressed under 3.4.

- 6. Program and service related comments and requests**

- 6.1 Request for continued free dump pass and neighborhood clean-up,**
- 6.2 Request for rural large green waste service that doesn't involve renting a dumpster,**
- 6.3 Request for free green waste drop-off location,**
- 6.4 Desire for recycling of plastic bags, and**
- 6.5 Desire for bin enclosures/secured bins**

The feedback provided above can be incorporated into any new agreement at the discretion of the RWMA jurisdictions, either as standard program components to be included in the proposed rates, or as optional programs offered at an additional rate.

6.6 Request for food waste program for restaurants and residences, and**6.7 Desire for increased multi-family recycling**

Food waste programs are a requirement of AB 1826 for commercial businesses that meet specified criteria. The option of providing a residential food waste program could be considered, however the associated costs of operating this type of program may exceed the benefit for RWMA member jurisdictions. Some municipalities have offered composting workshops and tools to assist residents who are seeking an alternative to sending food waste to the landfill.

Increased multi-family recycling is a requirement of AB 341 and applies to multi-family residences that meet specified criteria. Additional multi-family recycling programs that exceed the AB 341 requirements could be included as a component of any new agreement.

The passing of AB 341 and AB 1826 occurred after the drafting of the most recent model Collection Services Agreement. Language to ensure compliance with the required programs and related reporting will be included in any new agreement.

6.8 Request for competitive price for taking sludge

Pricing could be incorporated into any new agreement at the discretion of the RWMA jurisdictions and included as a component of the franchise, or pricing for taking sludge could be left as a private transaction between the generator and the facility operator.

C. REGIONAL RATE COMPARISONS

RWMA Market Population and Density

The following table compares the population, area and population density of neighboring counties. This information is helpful in understanding differences in rates and services, as the greater the population density, the lower the cost of service. Greater population density means there are more customers, creating greater economies of scale, and there is less area to travel, which reduces operating costs.

Table 4: Population, Area and Population Density

County	Population (2015 Estimate)	Area (Land) Square Miles	Density (population /square mile)
Colusa	21,482	1,151	19
Nevada	98,877	958	100
Yuba	74,492	632	110
Sutter	96,463	595	162
Yuba-Sutter Combined	170,955	1,234	130
El Dorado	184,452	1,708	100
Yolo	213,016	1,015	200
Butte	225,411	1,636	130
Placer	375,391	1,407	230
Sacramento	1,501,335	965	1,400

Sacramento County, while adjacent to Sutter County on the southern border, does not offer a suitable point of comparison for the RWMA member jurisdictions. First, the size and population far exceed that of the RWMA, and more importantly, the population density is 10 times greater than that of Yuba/Sutter.

In addition to higher population densities, especially in the urban service areas, Placer County rates were not used for the purposes of this study because a two-cart system is used, where green waste is collected in one cart and all other materials are placed in another. The material is then delivered to a mixed waste processing facility adjacent to the landfill where any non-contaminated recyclables are extracted and the contaminated materials and refuse is then landfilled. The collection system and pricing structure for this type of a system adds too many different variables to allow for a meaningful comparison.

Many haulers operate within Sacramento County, either to service the Cities of Citrus Heights, Rancho Cordova or Elk Grove or to provide commercial service as one of the city's franchised haulers (the City of Sacramento operates its own residential municipal solid waste and recycling collection operation). These

haulers include the industry's largest companies: Waste Management, Republic Services (which continues to operate under the name Allied Waste in certain jurisdictions), and Waste Connections, as well as Recology, California Waste Recovery Systems, Aces Waste Services and several other small operators.

The number of haulers and their associated infrastructure, along with the population density, creates a market where competition is high and cost of service is low. Given these factors, a comparison of rates and services within Sacramento County, and in particular the cities of Citrus Heights, Rancho Cordova or Elk Grove to those in the RWMA service area is not recommended.

Regional Rate Comparisons

Although it is possible to normalize service rates to some degree, there are inherent challenges associated with solid waste and recycling program rate comparisons. For example, during the Public Forums, a rate comparison handout was distributed by interested parties within the solid waste and recycling industry that used the 64-gallon cart rate as the point of comparison. This approach created a perception that RWMA residential customers pay significantly higher rates than residents in other jurisdictions. However, the RWMA variable cart rate system was designed to discourage the use of larger solid waste carts by establishing the 32-gallon cart size as the standard size, and by providing a significantly lower rate to residents who use the 32-gallon cart instead of switching from the standard size to a 64 or 96-gallon cart. Thus, 78% of RWMA residential customers use the 32-gallon cart, and as a result they enjoy the associated lower rate.

Examples of the factors precluding a precise comparison include the following:

1. Differences in rate setting methodology: as described above, some rates are set to incentivize behavior (i.e. a significantly lower rate for the smallest MSW collection container to reward and promote recycling program participation), while other jurisdictions set rates based on actual operational, disposal and other related costs.
2. Differences in services provided: some jurisdictions offer Every Other Week (EOW) recycling and green waste collection, while others offer it weekly; some offer green waste collection for an additional charge. Some jurisdictions allow for refuse-only rates, while others require residential recycling service. Levels of Bulky Item collection levels, compost giveaways, community clean-ups and other services also vary.
3. Differences in jurisdictional requirements: various contracts require differing levels of municipal and community services such as the inclusion of services for government operations, the inclusion of community events services, etc.
4. Differences in the market: population density, availability of industry infrastructure, and proximity of existing collection operations can increase or decrease economies of scale.

Along with the challenges associated with conducting a direct comparison of base rates, the addition of unique local franchise, host and other fees can increase the difference between the total rates of various jurisdictions, which can add to the perception of rate disparities. Without the normalization of all the factors listed above, it is difficult to provide a meaningful comparison. There are simply too many

variables involved in service delivery for a basic listing of rates to provide significant insight into the value they represent to the residents and businesses located within RWMA member jurisdictions.

Residential Rate Comparisons

Despite the inherent challenges, it can be useful to review rates within the context of a sampling of rates paid in the region. While this is by no means a precise measurement, this exercise provides some useful insight into the typical rates paid to the hauler.

The jurisdictions shown in this rate comparison were selected due to their proximity to the RWMA member jurisdictions, their comparable population density, and similar marketplace. The rates paid in jurisdictions located in other regions throughout the state reflect varying costs for operations, disposal, processing, etc., and therefore are not appropriate points of comparison. Jurisdictions with greater population density, such as those located in Sacramento County, are able to reduce the cost of service per household and benefit from a more competitive marketplace due to a larger number of local haulers. These factors would diminish the value and validity of a comparison. Additional information regarding these and other factors are referenced earlier in this section.

Two approaches were employed to provide a general point of comparison among the rates of the identified neighboring communities. First, the **base rate** for each size of solid waste cart service was compared. The base rate is the amount paid by the resident to the hauler for service and does not include franchise or other fees designated by the jurisdiction. The rate paid to the hauler is the industry-standard method of comparing rates. It is important to keep in mind that varying rate setting methodologies (i.e. variable cart rate) as well as service variations (i.e. EOW recycling and green waste services) should be considered when weighing the overall value provided to rate payers.

An additional element in comparing rates paid to the hauler is understanding the **effective rate**, which factors in the participation rates for each service level (cart size). The effective rate represents the average rate per household paid to the hauler for services. As described above, a surface level rate comparison might compare the rates for each of the service levels, but this approach does not consider pricing that is intended to promote the use of a smaller cart. In some cases, this approach establishes significant jumps in the rate between each cart size in order to incentivize customers to select the smallest size cart. When this is the case, it is not useful to compare the 64 or 96-gallon cart rate to the rates in a jurisdiction that utilizes a different rate methodology. Thus, the following table includes the effective rate paid to the hauler in each jurisdiction based on average participation rates for each cart size (32, 64 and 90/96 gallon).

As shown on Table 5 on the following page, the rate comparison indicates that RWMA base and effective residential rates are both within the norm. The value enjoyed by RWMA residential rate payers is further demonstrated when the base rate amount paid by the greatest proportion of households in each jurisdiction is compared, as shown below:

- RWMA: \$24.48
- City of Chico: \$25.53
- City of Oroville: \$26.69

- Butte County: \$30.08
- City of Colusa: \$33.64

The oversight of the RWMA member jurisdictions and the requirements of the current Collection Service Agreements has resulted in a demonstrably solid value for the residential ratepayers. In addition to RWMA member jurisdictions offering weekly recycling and green waste collection services, and because a large majority of customers pay the standard cart rate for the 32-gallon cart for solid waste services, over 75% of the RWMA households pay a base rate that is lower than the base rate paid by most residents in the other jurisdictions.

The RWMA rate provides further value when compared to the rates offered in the City of Chico, as the RWMA rate includes an unlimited number of green waste carts at no additional charge. Chico residents pay an additional \$2.58 - \$4.38 per month for green waste service, depending on lot size. In 2015, RWMA households participated in green waste collection services at a rate of 99% and had a set-out rate of 88%. Over 3,000 additional green waste carts are currently in use.

Table 5: Residential Base and Effective (Weighted) Base Rate Comparisons

Service Area	32 Gallon Cart		64 Gallon Cart		90/96 Gallon Cart		Effective (Weighted) Base Rate
	% of Customers	Base Rate	% of Customers	Base Rate	% of Customers	Base Rate	
RWMA (10-1-16)	78.4%	\$24.48	9.0%	\$36.72	12.6%	\$48.95	\$28.66
Butte County² (1-1-16)	13.7%	\$21.07	32.5%	\$24.66	53.9%	\$30.08	\$27.11
Colusa County³ (7-1-2016)	7.9%	\$17.42	6.6%	\$29.05	85.5%	\$31.16	\$29.94
City of Colusa⁴ (1-1-16)	25.7%	\$30.59	8.9%	\$32.13	65.5%	\$33.64	\$32.76
City of Oroville⁵ (1-1-16)	15.7%	\$18.85	27.4%	\$25.00	56.9%	\$26.69	\$25.00
City of Chico⁶ (7-1-16)	27.0%	\$17.98	49.9%	\$25.53	23.1%	\$30.83	\$24.72
City of Woodland⁷ (1-1-16)	-	\$19.46	-	\$24.51	-	\$34.64	

² The Butte County rates are different in each of the jurisdiction's designated quadrants. The lowest rate for each quadrant was used for this comparison. Butte County rates include recycling and green waste service in higher-density "recycling zones", and offers recycling collection at an added cost in lower-density areas outside of "recycling zones". Recycling and green waste are collected EOW.

³ The County of Colusa agreement includes EOW recycling collection.

⁴ The City of Colusa agreement includes EOW recycling and green waste collection.

⁵ The City of Oroville agreement includes EOW recycling and green waste collection.

⁶ The City of Chico licenses two haulers to provide services. Recycling is collected weekly. Green waste collection is available for an extra charge ranging from \$2.58 - \$4.38 per month per cart depending on lot size.

⁷ The City of Woodland offers weekly collection of solid waste, recycling and green waste. Street sweeping is billed with the residential rate and has been removed from the listed rates. Average cart participation was not available for Woodland.

Commercial Bin Rate Comparisons

The base rate for commercial bin services in the RWMA member jurisdictions is approximately 33% higher than the average rates charged in the comparable jurisdictions for one 3-yard bin serviced once per week, and approximately 23% higher for the 4-yard bin. While some commercial customers benefit from the complimentary collection of recycling carts, which are collected as part of residential cart collection routes and/or cardboard bin service, this benefit does not represent a value equivalent to the rate differential.

Table 6: Commercial Rate Comparisons

Service Area	Commercial 3-yard bin, 1X week	Commercial 4-yard bin, 1X week
RWMA Jurisdictions	\$206.60	\$248.39
City of Oroville	\$195.99	\$245.46
Butte County ⁸	\$109.43	\$142.75
Colusa City	\$137.62	\$183.51
Colusa County	\$175.62	\$234.18

The rate differentials could exist for a number of reasons, and should be examined within the context of the entire solid waste and recycling program contract. In addition to addressing any available opportunity to reduce commercial bin service rates, any new agreement should include additional commercial recycling programs, such as commingled recycling bin service and organic recycling service.

⁸ The Butte County rates are different in each of the jurisdiction's designated quadrants. A simple average of the rates for each quadrant was used for this comparison.

D. RWMA INFRASTRUCTURE AND MARKET ANALYSIS

Franchise Infrastructure Requirements

Critical local infrastructure components are required to effectively support the administrative, collection, processing and disposal activities associated with a municipal solid waste operation.

Each component of infrastructure serves an important role as follows:

- **Hauling (Collection) company yard** where collection and support vehicles are parked, serviced and maintained. This facility also typically houses the administrative offices for employees, including accounting and billing, customer service center, supervisory staff, drivers and helpers and maintenance staff. This facility can be co-located at a solid waste facility or may be a stand-alone facility centrally located in the service area. These facilities are not complex to build and do not require the same level of permitting and regulatory oversight as solid waste facilities (e.g., transfer station, MRF, compost facility, landfill, etc.).
- **Transfer station** for the receipt of solid waste, yard waste, C&D and other materials from large collection vehicles (e.g., route trucks), and smaller private vehicles (i.e., self-haul customers). These facilities are more complex than a corporation yard in terms of their permitting, construction, and regulatory oversight. Materials offloaded here by various collection vehicles and self-haul customers are consolidated and reloaded into transfer trailers for shipment to another facility either for processing or disposal purposes.
- **Material Recovery Facility (MRF)** for the processing of recyclables collected from residences and businesses. These facilities may be stand-alone or co-located at a solid waste facility, typically a transfer station but in some cases at a landfill. A public buy-back and drop-off center for recyclables is also typically located at a MRF. The permitting and construction of MRFs is similar to that of a transfer station, though MRFs are usually more capital intensive with processing equipment (e.g., conveyors, specialized screening systems, magnets, balers, etc.) installed onsite. The permitting and regulatory oversight can be complex depending on the types and quantities of materials processed.
- **Composting operation** for the processing of yard waste, wood waste and related materials into mulch and compost products. These types of facilities historically were more low-tech and less capital intensive but increasingly are more capital intensive and subject to extensive permitting and regulatory oversight.
- **Landfill** for the receipt and disposal of solid waste delivered by collection vehicles, self-haul customers and larger vehicles such as transfer trailers and end-dump trailers. These facilities are very capital intensive, difficult to site and permit and are subject to a high level of regulatory oversight.

1. Hauling (Collection) company yard

A company yard should be designated as a component of any new agreement. The current facility, which is owned and operated by RYS, is structurally impacted due to its location on a closed landfill. The

company has the option of refurbishing and remodeling the existing facilities to accommodate the requirements of a new service agreement, or relocating to a new site. In order to establish more direct control and flexibility regarding its contracting options, the RWMA member jurisdictions could consider the option of developing and owning a new facility and contracting with the selected franchise hauler to operate out of that facility, or they could require the construction of a new facility as part of any new agreement. Whether provided by RYS through a new agreement, provided by the selected proposer in a competitive procurement process, or built as part of a public/private partnership by a selected proposer in a competitive procurement, a company yard that is in close proximity to the service area should be required.

2. Transfer Station/MRF

There are currently two existing transfer station/MRF permits in the Yuba-Sutter region.

- RYS currently has a solid waste facility permit (#58-AA- 0008) to operate the **Recology Yuba-Sutter Integrated Waste Recovery Facility** in Marysville, which is structurally impacted due to its location on a closed landfill. The facility is permitted as a Large Volume Transfer/Processing Facility (MRF) with the ability to receive construction and demolition (C&D), mixed municipal waste, tires, green materials and wood waste between 5:00 am and 9:00 pm, Monday -Sunday (16 hours/day, 7 days/week). The permitted maximum throughput is 1,870 tons per day, and has a design capacity of 1,870 tons per day and a permitted capacity of 1,615 tons on 7.1 acres. The permitted traffic volume is 975 vehicles per day.
- RI currently has a solid waste facility permit (#51-AA- 0008) to operate a **Recycling Industries Transfer Station** in Yuba City. The facility is permitted as a Transfer/Processing Facility (MRF) with the ability to receive source separated recyclables between 7:00 am and 5:00 pm, Monday -Saturday (10 hours/day, 6 days/week). The permitted maximum tonnage is 100 tons per day, and it has a design capacity of 500 tons on 3.0 acres. The permitted traffic volume is 238 vehicles per day. The facility is prohibited from receiving mixed solid waste from collection vehicles, and may not accept more than 10% putrescible material. While the permit as described above is in place, the facility is still under development and construction has not yet been started.

While the RWMA member jurisdictions could choose to own a new transfer station facility, the existence of two permitted facilities eliminates the impetus to undergo the permitting and construction of a new transfer station. The provision of a MRF/transfer station facility, whether owned by the franchisee, or contracted, with the permitted and technical capacity to accommodate the total RWMA member jurisdiction volume (solid waste, recyclables, organic materials, and C&D materials, including projected growth during the term of the agreement), should be required in any new agreement.

3. Composting Operation

There are currently two composting operations in the Yuba-Sutter region.

- RYS currently has a Solid Waste Facility Permit (58-AA-0015) to operate Feather River Organics in Marysville, which has increased infrastructure and operating costs due to its location on a closed landfill. This facility is a composting facility (mixed) and is allowed to accept food waste and green materials between 5:00 am and 9:00 pm, Monday -Sunday (16 hours/day, 7

days/week). The maximum throughput is 400 tons per day with a total capacity of 64,000 tons on 15 acres.

- GSM currently has an Enforcement Agency Notification (58-AA-0022) to operate the Green Solutions and More composting operation in Olivehurst. The facility is a composting operation (green waste) and is allowed to accept green materials Monday through Friday between 7:00 am and 5:00 pm, (10 hours/day, 5 days/week). The maximum throughput is 200 tons per day with a total capacity of 20,000 tons on 26 acres. There are limitations associated with a Notification Permit, as GSM would not be able to accept green waste collected through a residential curbside collection program because the contamination levels exceed the amount allowed.

While the RWMA member jurisdictions could choose to own a composting operation, the existence of two existing operations eliminates the impetus to undergo the permitting and construction process required for a new operation. Guaranteed access to composting capacity (or another method of processing organics) is a requirement for any franchise hauler. Demonstrating this access would be included as part of any new agreement. As the owners and operators of existing facilities, RYS and GSM would be automatically guaranteed capacity. Any other company would either have to negotiate a per-ton rate with RYS or GSM (assuming GSM secures the appropriate permit) for composting of RWMA member jurisdiction tonnage, go through the process of permitting and constructing a composting operation, or ship the material to another facility, which would add transportation costs.

4. Landfill

Recology currently has a solid waste permit (58-AA-0011) for Recology Ostrom Road Landfill located near Wheatland. The landfill is permitted to receive agricultural waste, construction and demolition debris, contaminated soil, industrial waste, mixed municipal waste, sludge, tires and other designated materials between 6:00 am and 7:00 pm each day. The landfill is permitted to receive a maximum of 3,000 tons per day, and an annual average tonnage of 2,700 tons per day (based on 365 days).

While a landfill is part of the overall system necessary for all solid waste programs, the owning and operating of a landfill is not a requirement. Guaranteed access to landfill disposal capacity is a requirement. Demonstrating guaranteed disposal capacity through the entire contract term would be included as part of any new agreement. As Recology is the owner and operator of Ostrom Road Landfill, RYS is anticipated to automatically be guaranteed capacity and is able to benefit from an internal disposal cost. Any other company would either have to negotiate a per-ton disposal rate with RYS to dispose of RWMA member jurisdiction tonnage, or ship the material to another landfill, which would add transportation costs.

Local Infrastructure Capacity and Demand

The following tables are provided to show the demand for capacity of each collected material compared to the existing infrastructure. In Rate Year 2015, RYS reported the following data regarding the tons of material collected⁹:

⁹ Data does not include non-RWMA collection tons.

Table 7: Rate Year 2015 Material Collected (Projected)

Material	Tons per Year	Average Tons per Day ¹⁰ (TPD)
Solid Waste	115,924	446
Recyclables	19,998	77
Green Waste	27,779	107

Table 8: Regional Infrastructure Capacity and Demand

Yuba/Sutter Counties Facility	Solid Waste		Recycling		Green Waste	
	Permitted Throughput TPD	Average TPD Required	Permitted Throughput	Average TPD Required	Permitted Throughput	Average TPD Required
Recology Landfill	3,000	446				
RYS Transfer Station	1,870	446	1,870	77		
RI Transfer Station			100	77		
RYS Composting					400	107
GSM Composting					200	107

It is important to note the following:

- The RYS hauling yard, MRF/transfer station and compost facility all have increased infrastructure and operating costs due to their location on a closed landfill. In any new agreement, if RYS is the contractor, the costs of maintaining or relocating facilities would be a factor impacting rates. However, as described in Section E, any proposer would assume all ongoing risks and costs associated with proposed facilities under a new rate setting methodology.
- While the RI Transfer Station's current permitted daily throughput exceeds the 2015 average daily recycling tonnage, any new agreement would require the contractor to demonstrate capacity for estimated tonnage increases over the term of the contract. Additionally, time to complete the development and construction of the facility would be required.
- Under its existing Enforcement Agency Notification, GSM would not be able to accept green waste collected through a residential curbside collection program as the contamination levels exceed what is allowed. GSM would need to initiate and complete the process of obtaining the necessary permit required to accept this type of green waste.

¹⁰ Based on a five-day week, 52 weeks per year (while some collection activity takes place on the weekend, the bulk of the tonnage is collected Monday-Friday).

Public/Private Partnership

Should the RWMA member jurisdictions wish to pursue a public/private partnership for the hauling yard or any other facility, two of the approaches the jurisdictions might consider would be as follows:

1. RWMA Member Jurisdictions Permit, Design and Construct New Facilities

In this scenario, RWMA member jurisdictions would self-fund and manage the permitting, design and construction process. This would require a significant amount of capital for the costs associated with each phase of construction. Contractors would be hired to identify the location, conduct the permitting process, manage the architectural and engineering process, and construct the building.

2. Selected Contractor Permits, Designs and Constructs New Facilities

In this scenario, the selected proposer would fund and manage the permitting, design and construction process, then depreciate the costs over a long-term contract term. The facility would then be turned over to the RWMA member jurisdictions at the end of the contract term. All future contracts would include the operation of the facility, while the RWMA member jurisdictions would own the facility. The primary benefit of public ownership of the solid waste system infrastructure is that it will provide the jurisdictions greater control over all aspects of franchised services including the term of future service agreement(s).

E. ITEMS TO ADDRESS UNDER ANY NEW AGREEMENT

In this section we discuss agreement components that could be considered for inclusion in any future agreement. They represent either opportunities identified through the review of comparable agreements in other jurisdictions or industry best-practices. Additionally, new legislation impacting recycling programs has come into place since the current agreement was drafted. Language to address these requirements is provided.

1. Standard Residential Solid Waste Cart

We recommend reconsidering the standard residential cart size of 32-gallon cart. This could be accomplished through a new contract that would transfer this decision to the hauler. Reconsidering the standard cart size is recommended for two primary reasons. First, this could result in reducing the cost variance between the 32-gallon and larger refuse cart sizes, which is currently structured in this manner to heavily incentivize use of the smallest cart size.

The second reason to explore changing the standard cart size and incentivized cart size is the level of contamination that currently occurs in the RWMA recycling and green waste programs. It is important to note that at the time this program was initiated, a strong financial incentive for selecting the 32-gallon cart size was considered an industry best practice. The prevailing belief was that customers would increase their recycling levels in order to reduce the amount of materials they placed in their solid waste cart, which would allow for a smaller cart and the associated reduced price.

However, the current approach, intended to incentivize residents to only pay for the amount of MSW collection they need, has resulted in a significant number of households choosing to continue with the standard 32-gallon refuse cart provided. In the RWMA service area, 78% of the residents choose to continue with the standard 32-gallon cart option. Instead of increasing cart size and cost to match the actual level of waste generated in the household, many customers may be placing the waste overflow into the recycling cart. This could be a significant factor in the greater than 25% contamination rate in curbside recycling tonnage. This contamination not only decreases the RWMA's diversion, it also increases operating costs, as the commingled material (solid waste and recyclables) is transported and processed with recyclables, and then ultimately landfilled.

2. Rate Setting Methodology

The preferred approach for rate setting is a policy decision for elected officials. The balancing of rates within multiple jurisdictions that include rural customers can be approached in different ways. Some jurisdictions elect to designate zones with rates that correspond to the cost of providing service. Other jurisdictions choose to have a single rate for all customers. Should the RWMA member jurisdictions choose to renegotiate the existing contract or conduct a competitive procurement process, the rate setting approach should be defined.

The balancing of rates between commercial and residential customers should reflect actual costs associated with providing services. It is critical that any rate setting methodology be reviewed by RWMA member jurisdictions' attorneys to ensure full compliance with Proposition 218 regulations.

The selected approach for cost distribution among residential rate payers, as well as the selected methodology for all other rate setting would be detailed in the forms specifically prepared for the any

new RWMA agreement. The completed forms, following the established approach, would be required for submission with a financial proposal. Proposed rates would include all risk for market fluctuations, increases in costs, decreases in commodity value, changes in labor rates, etc. The proposed rate would be fully vetted to evaluate their reasonableness and competitiveness through the review of a detailed proforma submitted with the financial proposal forms.

3. Rate Adjustments for Solid Waste and Recycling Collection

There are various approaches to rate adjustment procedures. The current approach utilizes a periodic detailed rate review, with interim multi-index-based rate adjustments. Because periodic rate reviews with cost-plus parameters can produce unpredictable costs, and in many cases provide little incentive for the contractor to reduce expenses, an exclusively indexed-based rate increase is recommended, as described below.

3.1. Index Based Rate Adjustments for Solid Waste and Recycling Collection

A multi-index rate adjustment method, similar to the approach currently used by the RWMA jurisdictions for rate increases in between the detailed rate reviews is recommended. With this method, the cost of operations is separated into several categories (i.e. collection, disposal, fuel, etc.). Each category is then weighted based on the relative percentage value of the total cost. Each category is associated with a specific index and the change in that index is used to calculate the acceptable adjustment of the cost category. The change in each index is then multiplied by the percentage weight for each category. The sum of the results will produce a percentage adjustment by which the new collection rates are to be adjusted.

The multi-index approach uses only indices that affect solid waste and recycling operations which tend to produce rates that are adjusted in a more efficient and equitable manner.

3.2. Extraordinary Rate Increases

Under a multi-index rate adjustment system, the total contractor compensation is established upon initiation of the contract and adjustments to the total compensation are based on the established indices only. The contractor assumes all risks associated with the cost to provide services.

Extraordinary rate increase language can be customized to limit the allowable opportunities to trigger the process, and include provisions for the RWMA member jurisdictions to pursue other options. For example, if the transfer station a contractor used for RWMA member jurisdiction tonnage had a catastrophic fire, the cost of rebuilding the transfer station would be fully borne by the contractor and its insurer. If, during the time required to rebuild the transfer station, the contractor incurred additional transportation costs to ship the tonnage to an interim facility, agreement language could either prohibit the contractor from seeking an extraordinary rate increase, or include a provision that would allow the RWMA member jurisdictions to seek an alternate facility or service provider of its choice to avoid the increase in costs.

4. Recommended Agreement Language

Additional recommendations for agreement language additions or changes identified during the review of the model CSA and the identification of best practices in other comparable agreements are provided below:

4.1 Add definitions for AB 341 and AB 1826.

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341", as amended, supplemented, superseded, and replaced from time to time.

"AB 1826" means Chapter 727, Statutes of 2014 [Chesbro, AB 1826]), commonly referred to as "AB 1826", as amended, supplemented, superseded, and replaced from time to time.

4.2 Add definition for AB 1594 and address elsewhere in Agreement as it relates to use of green waste. See language below that summarizes key requirements of the law.

"AB 1594" signed into law in September 2014, states that effective January 1, 2020, the use of green material as alternative daily cover (ADC) does not constitute diversion through recycling and shall be considered disposal. This same law also requires jurisdictions by August 1, 2018 to provide an update in their electronic annual report to CalRecycle regarding how they will "divert green material that is being used as alternative daily cover."

4.3 Add related contract language for AB 939, AB 341, et al compliance as follows:

Sample language from franchise agreement executed in 2015:

AB 939, AB 341, AB 1846 and Local Ordinance Compliance

Contractor shall perform all education, outreach, monitoring, and reporting for all Commercial and Multi-Family properties as required by AB 939, AB 1826, AB 341, and any applicable ordinance and as more fully set out in Section X, and in Exhibit X. Contractor has developed, and shall implement and update as necessary a Diversion Plan as provided in Exhibit X that, among other things supports and educates Multi-Family and Commercial Customers on both State and local requirements. Contractor shall provide all necessary reporting relating to the jurisdiction's compliance requirements pertaining to AB 939, AB 1826 and AB 341, and as it affects the County's Integrated Waste Management Plan, as required by Section X.

Sample language taken from a Solid Waste Franchise Agreement dated June 16, 2015:

Integrated Waste Management Act (AB 939) Compliance

The Contractor shall provide, upon request, all necessary reporting data requested by the County relating to the County's compliance requirements pertaining to AB 939, SB 1016, AB 341, or AB 1826 as it affects the jurisdiction's Integrated Waste Management Plan and the jurisdiction's SRRE. Such report shall be provided to the jurisdiction within thirty (30) days of such a request. The Contractor shall cooperate in activities requested by the jurisdiction to measure diversion of Solid Waste from landfills including, but not limited to, providing a location for conducting waste sorting at the Contractor's facility, re-routing trucks on a temporary basis to facilitate composition analysis. Such report shall include throughput, recovery rates per material type, residue, costs, Recyclable Material commodity values, and final disposition of Recyclable Materials. The Contractor shall also supply any other information reasonably requested by the jurisdiction to meet State or Federal regulatory requirements and the reporting requirements of the jurisdiction's SRRE, as those requirements may be amended from time to time.

AB 341 and AB 1826 Compliance

CONTRACTOR shall maintain records of all public education, outreach, and monitoring activities for all commercial accounts as required by AB 341 and AB 1826, and other applicable laws.

Sample language that related to general reporting requirements:

As set forth in this Article, CONTRACTOR shall submit reports to the jurisdiction on solid waste collection and disposal, recyclables collection, and green waste collection to assist the jurisdiction in meeting the reporting requirements of AB 939, SB 1016, AB 341, AB 1826 and other applicable laws. The CONTRACTOR shall provide, upon request, all necessary reporting data requested by the jurisdiction relating to the jurisdiction compliance requirements per the aforementioned laws. Such reports shall be provided to the jurisdiction within thirty (30) days of such request.

5. Article 6.07.2 Bulky Item Service

Add language requesting that the Contractor maximize the diversion of bulky items.

6. Public Space and Public Event

Additional requirements, standards and limitations could be considered.

F. SUMMARY AND RECOMMENDATIONS

The current RWMA model CSA is well-written and the agreement is well-managed, resulting in demonstrable value for residential rate payers, customer satisfaction and consistent diversion results. However, opportunities exist to update agreement language to address new diversion requirements, reduce member jurisdiction costs and risks associated with infrastructure, review rate structure, including an evaluation of the standard cart size for residential curbside customers.

Decision Points

The RWMA member jurisdictions are approaching key decision points, with options including:

- Triggering a four-year contract extension,
- Entering into sole-source negotiations with the current contractor,
- Conducting a competitive procurement process, or
- Conducting a hybrid process that attempts to achieve pre-established RWMA objectives and process milestones through sole-source negotiation, with a competitive procurement activated should the objectives not be achieved within the set timeline.

A contract extension of the current agreement is not recommended, as changes to the agreement should be addressed. An extension would only serve to delay this process. Establishing a new agreement can be achieved through any of the negotiation or procurement options selected by the RWMA.

Both a negotiation and a procurement process offer the potential for enhanced offerings and service innovations, as well as the opportunity to include new contractual language regarding rate setting and adjustment methodologies, which will reduce the risks of ongoing rate adjustments. However, there are inherent positives and negatives associated with each approach. The following are some of the factors to consider:

1. Negotiation Process

A negotiation typically requires less time and resources than a competitive procurement process, which can be less costly to the jurisdictions (tax payers). There is also the benefit of rate certainty, as the negotiation is not completed until rates are agreed upon, and the RWMA member jurisdictions would reserve the right to trigger a competitive procurement if the negotiations are unsuccessful. The prospect of a competitive procurement process serves as an excellent incentive for the current contractor to successfully complete a negotiation process. Opting for a negotiation process can help to avoid the rancor that often accompanies competition for large public contracts. However, this process can also be perceived as favoritism, or as lacking transparency.

2. Competitive Procurement Process

A competitive procurement process can be perceived as more transparent than negotiations, and can introduce new approaches to service delivery should a new company be the successful proposer. A competitive procurement also allows the RWMA member jurisdiction to see what impacts a competitive process can have on rates. However, this opportunity to test the market is not without risk. There is rate uncertainty in a competitive procurement. Sometimes the proposed rates are lower, and sometimes they are higher. In the RWMA area, there are a number of factors that could impact the ability for

competitors to offer lower rates. For example, the lack of existing local competitor infrastructure within the RWMA area serves as a barrier to entry. Any new contractor would incur the costs associated with developing the necessary infrastructure and providing the necessary permitted capacity to accommodate RWMA solid waste, recycling and green waste tonnage.

Additionally, up to this point, interested companies may have considered the potential of an RWMA competitive procurement process as an opportunity to offer pricing that would be lower than an effective rate more in line with typical ratios of cart-size subscription. In other words, if the typical base rate of an RWMA resident is \$36.72 or \$45.95 (RWMA 64-gallon and 96-gallon cart base rates), a competitor would anticipate a promising opportunity to propose better rates. However, as shown in Section C, over 75% of RWMA residents pay a base rate of \$24.48, with weekly recycling and green waste collection services. Offering similar or lower base rates while maintaining service frequency could prove difficult.

Next Steps

Should the RWMA member jurisdictions choose to forgo the option to extend the current agreements and choose to pursue a new model agreement at the end of the current term, there are several actions that should be taken regardless of whether a negotiation or a competitive procurement process is used. These preliminary steps should be developed and agreed upon by all participating member jurisdictions in advance of the process. By establishing consensus regarding the desired outcome and establishing the criteria for success prior to starting either a negotiation or a competitive procurement process, it is possible to conduct the process in a more efficient and effective manner. Pre-established criteria would feature, at a minimum, the following components:

- a scope of services, including minimum service requirements and the desired framework for the new agreement (i.e. contract term, facility requirements, etc.);
- modifications of agreement language (i.e. updated language regarding AB 341 et.al., revised rate setting and adjustment methodology, etc.);
- negotiation and/or procurement process milestones including timelines (as an example, three months to achieve successful negotiations with current contractor prior to triggering a competitive procurement process, and/or twelve-month competitive procurement process, etc.); and,
- a definition of success (i.e. evaluation criteria for proposed service offerings, etc.).

In any contracting decision, the dual goals of service quality and competitive cost serve as a guide for the design of a negotiation or procurement process and the development of new agreement components. Ultimately, the long-term success of any new agreement is increased by prescribing the contracting decisions as much as possible, using clear quantitative and qualitative performance standards, and clearly spelling out the responsibilities and associated risks assumed by the contractor and the member jurisdictions.

Potential Timeframe

The current contract term ends September 30, 2019. Because the RWMA member jurisdictions initiated the process of exploring the available options three years prior to the contract expiration, there is currently enough time to complete the steps necessary to enter into a new agreement. The process of developing new agreement requirements and establishing the criteria for success typically takes nine months to one year. Should the RWMA member jurisdictions choose to attempt negotiations with the current contractor, the process typically requires three to four months. If a negotiation process is not successful, or if the RWMA member jurisdictions choose to proceed directly to a competitive procurement process, the development and release of a Request for Proposals document, preparation of proposals by interested companies, evaluation of proposals, and selection of the successful company requires six to nine months. Finally, a transition period of at least six months is required. Combined, the process can take anywhere from 24 to 31 months.

Table 9: Estimated Timeframe for Entering New Agreement

Activity	Estimated Timeframe
Developing new agreement requirements and establishing the criteria for success	9 – 12 months
Option of negotiating with current contractor	3 – 4 months
Option of conducting competitive procurement process	6 – 9 months
Transition period	6+ months
Total Estimated Timeframe	24 – 31+ months

Summary of Analysis and Recommendations

In conclusion, the following is a summary of our analysis and recommendations:

1. An extension of the current agreements is not recommended.
2. A transparent process for pursuing a new agreement can be achieved through both a negotiation with the current contractor and through a competitive procurement process. This decision is at the discretion of RWMA member jurisdictions. State law does not require competitive procurement for solid waste and recycling collection service. Prior to commencing a negotiation or procurement process, a detailed scope of work, definition of success (including evaluation criteria), and draft agreement should be pre-approved by each member jurisdiction.
3. When there is overall customer satisfaction with an incumbent hauler, it is our standard practice to recommend an attempt at renegotiation prior to initiating a procurement process. Typically, a timeframe is established during which the negotiations must be completed. Should the negotiations be unsuccessful, a competitive procurement process would commence.
4. The current agreement has been successful in supporting the member jurisdictions' diversion rates, as the RWMA is reporting a 70% diversion rate to CalRecycle for the Yuba-Sutter region. However, modifications to the language are required to address new legislation, including food

waste diversion and increased commercial and multi-family recycling, and to reduce the current levels of contamination currently occurring in the residential curbside recycling program.

5. The following options are not recommended for the RWMA member jurisdictions:
 - a. Every Other Week (EOW) recycling and green waste collection is not recommended, as the limited operational and roadway impact benefits are outweighed by the associated challenges.
 - b. An open-market commercial system is not recommended, due to the potential roadway impacts; the safety, environmental and financial compliance challenges; and, the lack of a market to support multiple operators.
 - c. Separate commercial and residential collection agreements are not recommended, as the economies of scale associated with a single commercial and residential collection service provider would be eliminated, and there is not the population density nor the existing, local competitive marketplace necessary to avoid a negative impact on rates. Additionally, separate collection agreements would double the number of agreements from six to twelve, which could be challenging.
6. Under the current agreement and RWMA oversight, competitive residential rates for this market have been achieved and maintained. The majority of RWMA residents pay a base rate, not including fees, that is less than the base rate paid in comparable markets. However, the commercial bin rate is higher than that in other markets, and although comingled recycling cart and cardboard bin services are offered and included, the effective rate is still higher than the rates offered in the other identified jurisdictions.
7. Any new agreement should require the provision of a hauling yard as well as guaranteed capacity at a transfer station/MRF, composting or other organics processing facility, and a landfill.
 - a. Because the incumbent hauler owns the only landfill located in the RWMA area, and the environmental and financial costs associated with transporting RWMA solid waste to another landfill out of the area would be high, there is risk associated with the disposal-cost component of a procurement.
 - b. There are risks associated with awarding a contract through competitive procurement to a proposing hauler that does not currently have permitted facilities with adequate capacity within the RWMA area. While this is typically handled through the requirement of pre-established contingency plans, there are risks that permitting could take longer than planned or that the costs of transporting materials could exceed anticipated costs. Additionally, if material was transported out of the RWMA area, the host fees associated with the facilities located in the RWMA area would be impacted.
 - c. While the two factors listed above represent a barrier-to-entry for other interested haulers in the solid waste and recycling industry, an attempt to remove the barriers would benefit the haulers, not the RWMA ratepayers. Ultimately, should the RWMA member jurisdictions

choose to conduct a competitive procurement process, the onus for providing guaranteed capacity for RWMA tonnage while also offering competitive rates is on the proposer.

8. RWMA ownership of facilities can provide future flexibility and potential cost savings. However, ownership comes at a price – either through a significant upfront capital outlay, or through entering into a long-term (20+ year) contract to allow a contractor to depreciate the capital costs in a manner that does not significantly impact rates charged to member jurisdiction residents and businesses. As a policy decision, the ownership of facilities would require consensus prior to any negotiations or procurement process, and necessitate extensive coordination among the member jurisdictions throughout the term of the contract and beyond.
9. RWMA may wish to reconsider the use of the current standard 32-gallon residential waste cart size as a reduction in the current rate variance between cart sizes could potentially benefit residents, and less costly access to larger solid waste carts could potentially reduce the contamination levels currently occurring in the residential recycling program.
10. A change in rate setting and adjustment methodology is recommended, moving from the current approach which includes periodic detailed rate reviews with index-based rate adjustments in interim years, to a set rate at the commencement of any new contract and a rate adjustment methodology using only a multi-index adjustment method. Agreement language would shift the risks associated with all service delivery costs, including those associated with the operating facilities, to the contractor and include a more narrowly defined approach to extraordinary rate increases.

Appendix A: Public Forum Outreach Materials and Presentation

Public Input Now Being Sought Regarding Solid Waste Collection, Processing and Recycling Services

The Regional Waste Management Authority (RWMA) will conduct a series of workshops during the month of August to get input from public officials, residents, and business and community leaders on available options to make sure those paying for services are getting the best value. These "best values" can be accomplished either through new Collection Service Agreements or by extending the current agreements, which could include changes in services and agreement components that make the most of programs and services, safety, regulatory compliance and other issues.

The public is invited to attend and participate in any of these workshops. Workshop participants will have the opportunity to ask questions, offer recommendations and participate in a focus-group style question and answer session to provide input regarding solid waste collection, processing and recycling services.

**For more information, contact:
Keith Martin, RWMA Administrator
(530) 634-6890 or keith_martin@sbcglobal.net**

Community Workshops

Evening Community Workshop

Monday, August 1, 2016, 7:00 - 9:00 p.m., Yuba City Council Chambers, 1201 Civic Center Blvd., Yuba City

Day Time Community Workshop

Wednesday, August 10, 2016, 2:00 - 4:00 p.m., Yuba County Board Chambers, 915 Eighth Street, Marysville

Business Workshop

Chamber of Commerce Government Affairs Committee Hosted

Business-Focus Workshop

Tuesday, August 2, 2016, 7:30 - 9:00 a.m., Sierra Nevada Room, Caltrans Building, 703 B Street, Marysville

Local Government Workshops

Sutter County Board of Supervisors

Tuesday, August 2, 2016, 6:00 p.m. (Special Board Workshop)

Yuba County Board of Supervisors

Tuesday, August 9, 2016, 1:30 p.m. (Special Board Workshop)

Yuba City City Council

Tuesday, August 9, 2016, 6:00 p.m. (Special Council Workshop)

Live Oak City Council

Wednesday, August 10, 6:00 p.m. (Special Council Workshop)

Marysville City Council

Tuesday, August 16, 2016, 6:00 p.m. (Regular Council Meeting)

Wheatland City Council

Wednesday, August 17, 2016, 6:00 p.m. (Special Council Workshop)

Yuba Sutter Recycles!

Regional Waste Management Authority Seeks Public Input Regarding Solid Waste Collection, Processing and Recycling Services

The Regional Waste Management Authority (RWMA) will conduct a series of workshops during the month of August to get input from public officials, residents, and business and community leaders on available options to make sure those paying for services are getting the best value. These "best values" can be accomplished either through new Collection Service Agreements or by extending the current agreements, which could include changes in services and agreement components that make the most of programs and services, safety, regulatory compliance and other issues.

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**REGIONAL WASTE MANAGEMENT AUTHORITY SEEKS PUBLIC INPUT REGARDING SOLID WASTE
COLLECTION, PROCESSING AND RECYCLING SERVICES IN THE YUBA-SUTTER AREA**
Local government, business, non-profit organization, public agency and resident workshops scheduled

The Regional Waste Management Authority will conduct a series of workshops during the month of August to obtain input from public officials; business and community leaders; and, residents regarding the future of solid waste collection, processing and recycling services in the Yuba-Sutter area. The public is invited to attend any of these workshops to participate in this dialogue.

RWMA member jurisdictions, including Live Oak, Marysville, Wheatland, Yuba City, Sutter County and Yuba County, each have existing Collection Services Agreements with Recology Yuba Sutter, which are scheduled to end September 30, 2019. However, there is an opportunity for RWMA member jurisdictions to trigger a four-year contract extension in July 2017, for the period of October 1, 2019 - September 30, 2023.

The purpose of the workshops is to gain public input regarding the options available to maximize value to ratepayers, either through a new or extended Collection Service Agreement, including changes in services and new, enhanced and increased agreement components that optimize programs and services, safety, regulatory compliance and other issues. Workshop participants will have the opportunity to ask questions, offer recommendations, and participate in a focus-group style question and answer session to provide input regarding solid waste collection, processing and recycling services.

The public feedback and recommendations from each workshop will be compiled into a comprehensive report that will be presented to the RWMA Board as they determine next steps in the process of either extending the current Collection Services Agreements, or entering into new Agreements.

The workshops are scheduled as follows:

Community Workshops

Evening Community Workshop

Monday, August 1, 2016, 7:00 - 9:00 p.m., Yuba City Council Chambers, 1201 Civic Center Blvd., Yuba City

Day Time Community Workshop

Wednesday, August 10, 2016, 2:00 - 4:00 p.m., Yuba County Board Chambers, 915 Eighth Street, Marysville

Local Government Workshops

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Yuba Sutter Recycles!

REGIONAL WASTE MANAGEMENT AUTHORITY SEEKS BUSINESS AND COMMUNITY LEADER INPUT REGARDING SOLID WASTE COLLECTION, PROCESSING AND RECYCLING SERVICES IN THE YUBA-SUTTER AREA

The Regional Waste Management Authority will conduct a series of workshops during the month of August to obtain input from public officials; business and community leaders; and, residents regarding the future of solid waste collection, processing and recycling services in the Yuba-Sutter area. A workshop specific to commercial services will be hosted by the Chamber of Commerce Government Affairs Committee on August 2, 2016. Owners, managers and leaders of businesses, non-profit organizations and public agencies are invited to attend the meeting to participate in this dialogue.

RWMA member jurisdictions, including Live Oak, Marysville, Wheatland, Yuba City, Sutter County and Yuba County, each have existing Collection Services Agreements with Recology Yuba Sutter, which are scheduled to end September 30, 2019. However, there is an opportunity for RWMA member jurisdictions to trigger a four-year contract extension in July 2017, for the period of October 1, 2019 - September 30, 2023.

The purpose of the workshops is to gain public input regarding the options available to maximize value to ratepayers, either through a new or extended Collection Service Agreement, including changes in services and new, enhanced and increased agreement components that optimize programs and services, safety, regulatory compliance and other issues. Workshop participants will have the opportunity to ask questions, offer recommendations, and participate in a focus-group style question and answer session to provide input regarding solid waste collection, processing and recycling services.

The public feedback and recommendations from each workshop will be compiled into a comprehensive report that will be presented to the RWMA Board as they determine next steps in the process of either extending the current Collection Services Agreements, or entering into new Agreements.

Business Workshop

Chamber of Commerce Government Affairs Committee Hosted Business-Focus Workshop

Tuesday, August 2, 2016, 7:30 – 9:00 a.m., Sierra Nevada Room, Caltrans Building, 703 B Street, Marysville

Business and community representatives are also welcome to attend any of the following scheduled community and local government workshops:

Community Workshops

Evening Community Workshop

Monday, August 1, 2016, 7:00 - 9:00 p.m., Yuba City Council Chambers, 1201 Civic Center Blvd., Yuba City

Day Time Community Workshop

Wednesday, August 10, 2016, 2:00 - 4:00 p.m., Yuba County Board Chambers, 915 Eighth Street, Marysville

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Wheatland City Council

Wednesday, August 17, 2016, 6:00 p.m. (Special Council Workshop)

Regional Waste Management Authority

Solid Waste and Recycling Services Workshop

August 2016

Yuba Sutter Recycles!

Collection Service Agreements

- Regional Waste Management Authority (RWMA) Member Jurisdictions include Live Oak, Marysville, Wheatland, Yuba City, Sutter County and Yuba County.
- Each Member Jurisdiction has an existing Collection Service Agreement (CSA) with Recology Yuba-Sutter which include uniform provisions and a regional service rate setting process.
- The CSAs include the following:
 - Solid waste collection and disposal
 - Recycling collection and processing
 - Green waste collection and processing

2

Yuba Sutter Recycles!

Key CSA Milestones

- The Collection Service Agreements with Recology Yuba- Sutter are all scheduled to end **September 30, 2019**.
- There is an opportunity for RWMA member jurisdictions to trigger a four-year extension of the current CSAs in **July 2017** for the period of **October 1, 2019 – September 30, 2023**.

3

Yuba Sutter Recycles!

New Collection Service Agreements

- Should the RWMA member jurisdictions choose to NOT trigger an extension of the current agreement, a number of new contractual provisions could be required.
- Examples of potential contract components include:
 - Provision of new facilities
 - Alternative approaches to, or modifications of, the existing system
 - Alternative rate setting methodologies
 - New terms for the length of the contract and any potential contract extensions

4

Yuba Sutter Recycles!

Options for Member Jurisdictions

- Extend the current CSAs, with no changes to current terms of the agreement, by triggering the four-year extension by July 2017. This would extend the current contract through September 30, 2023.
- Prior to the end of the current CSAs (September 30, 2019) negotiate new service agreement with Recology Yuba-Sutter that includes new contract provisions.
- Conduct competitive procurement in 2018, with new contract awarded in early 2019 (to allow for time for acquisition of equipment) prior to contract commencement date of October 1, 2019.
- Conduct hybrid process: Enter negotiations with current contractor using established set of performance and rate objectives; if agreement not reached by set date, initiate procurement process.

5

Yuba Sutter Recycles!

Direct Negotiation of New Agreement

- State law does not require competitive procurement for MSW service
- Opportunity to negotiate directly with incumbent, or another qualified service provider
 - Avoids the rancor that often accompanies competition for large public contracts
 - Less costly to the jurisdictions (taxpayers) than RFP process
 - Certainty regarding negotiated rates
 - Possible appearance of favoritism/lack of transparency

6

Yuba Sutter Recycles!

Competitive Procurement Process

- Well-defined process for securing municipal services
 - Develop Scope of Work for Request for Proposals (RFP)
 - Develop new Service Agreement as part of RFP package
 - Solicit proposals from all qualified service providers
- Possible Outcomes
 - Rate uncertainty: procurement process sometimes produces lower service rates, and sometimes produces higher service rates
 - Potential for service innovation
 - Correction of unfavorable aspects of prior agreement(s)
 - Competitive procurements are sometimes "messy", providing a platform for those with vested financial and/or political interests to spread misinformation and undermine the integrity of the process

7



Components of a Procurement Process

Scope of Services	1. To meet regulatory requirements	1. To meet customer demand
Evaluation Criteria	1. Experience 2. Facilities 3. Programs	4. Customer Service Program 5. Legal / Safety Record 6. Financial Ability 7. Service Rates
Create Documents	1. Stakeholder Input 2. Bidding Input	3. RFP Document 4. Contract Document
Practical Considerations	1. Infrastructure Requirements 2. Term of Contract 3. Disposal Guaranty	4. Joint Powers (RWMA) or Individual 5. Management of new contract
Timeline	1. 12-18 months	

8



Hybrid Approach

- Jurisdictions define criteria for "success" in new solid waste and recycling collection and processing services agreement
 - Desired scope of services
 - Desired service fees
- Negotiate with selected qualified service provider to achieve defined criteria
- Proceed to RFP/Competitive Procurement Process if negotiations are not successful

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Public/Private Partnership

- Private-sector management of public-sector facilities that can be achieved through procurement or negotiation
- Entails public development and ownership of solid waste and recycling infrastructure, and may include:
 - Collection vehicle parking, fueling and/or maintenance facilities
 - Operations office
 - Waste/Recycling Transfer Station
 - Recycling processing plant
 - Organic Materials Processing Facility
 - Construction & Demolition Processing Facility
 - Public Drop-Off Location and/or Hazardous Waste Service Location

10



Purpose of Workshop/Next Steps

- The RWMA advisory board is now seeking public input regarding the current CSAs prior to consideration of the next steps.
- The purpose of these workshops is to obtain input regarding solid waste and recycling programs and services.
- The input from the nine RWMA workshops will be compiled and presented to the RWMA advisory board along with other research being conducted, including a comparative analysis of the terms and services found in the contracts and agreements used elsewhere, for referral to the member jurisdictions.

11



Project Overview/Update

- Analysis of current agreement
- Review of other service agreements/contracts
- Obtain stakeholder input
- Conduct market analysis
- Develop proposed Scope of Services for review and input from jurisdiction staff, elected officials and RWMA Board.
- Describe and recommend options for the processes available to the RWMA member jurisdictions to achieve the new Scope of Services and desired outcomes
- Prepare a report summarizing available process options for achieving Scope of Services with recommendations for next steps.

12



Discussion Points

- Questions or comments regarding the timeline and process?
- Questions or comments regarding the process options?
- How do stakeholders define "value"?
- What aspects of the Collection Service Agreements are working? Not working?
- What new or enhanced services could add value?
- What modified services or other considerations could add value?
- Any service, safety or environmental issues?
- Any input regarding collection, processing or recycling?
- Household Hazardous Waste services?

13



Contact Information

To provide additional feedback, email:
CM@sloanvazquez.com

14





036-0117

Information Technology Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
Angil Morris-Jones, County Counsel
From: Paul LaValley, CIO *Paul LaValley*
Date: January 24, 2017
Re: Approve the transfer of funds for IT equipment for New Sheriff Facility

Recommendation:

Authorize the transfer of \$182,000 from the Reserve for Replacement fund for the purchase of additional network and server equipment for the New Sheriff facility.

Background:

The County needs network services in the new Sheriff Facility to enable all communications (Voice, Data, and Video). The network services need to be highly available since outages will affect all communications and the Sheriff's Dispatch operation in particular, must be protected from interruption. Local server, storage, and software will also be needed for managing video recording for surveillance cameras in and around the facility.

Discussion:

As part of detailed reviews of network and server needs to support facility requirements, the IT department determined that additional network equipment is needed for the following areas;

1. Extension of the phone system VOIP (Voice Over Internet Protocol) network,
2. Redundant components (power supplies and supervisor cards) for all network equipment and,
3. Server, storage, and software for video surveillance management system (ONSSI).

The total cost for all equipment is \$182,000. This equipment was not budgeted in the IT Internal Service Fund. The facility budget is being closely monitored as final costs are determined and cannot currently obligate the funding needed for this equipment; however, the equipment needs to be ordered now so that it is available for installation prior to occupancy. Surplus funding from the facility project budget will be used to reimburse the IT Reserve for Replacement fund at the close of the project.

Committee Action:

Due to the urgency of this request, we have brought this item directly to your Board for consideration.

Fiscal Impact:

The transfer request is for \$182,000 from the IT Reserve for Replacement fund into the IT General Fund. The Sheriff's Facility project budget will reimburse the fund with surplus project funds.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



039-0117

BUILDING

(039-0117) Recei... - 1 of 3

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


PLANNING

749-5470 • Fax 749-5434

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

January 24, 2017

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR 

SUBJ: RECEIVE ROAD DAMAGE ASSESSMENT FROM RECENT STORM AND APPROPRIATION OF FUNDS FOR REPAIRS

RECOMMENDATION:

Receive road damage assessment from the recent storm and transfer \$370,000 from the General Fund Contingency to 163 Disaster Accounting Fund for road repairs.

BACKGROUND:

The recent storm was of a magnitude we have not experienced in a decade. With a storm of that magnitude, road damage is inevitable. Public Works has done a preliminary assessment of the road damage caused by the storm (see attached spreadsheet). The following six roads were impacted with significant washouts requiring road closures: Oregon Hill Road, Indiana Ranch Road, Weeds Point Road, Pendola Road, Fountain House Road, and Celestial Valley Way. There are many other roads that received a lesser amount of damage, requiring temporary closures, but are currently useable and open to traffic.

Due to sizeable recent declines in gas tax funding, Public Works was forced to balance its current fiscal year budget using an estimated \$500,000 in cash reserves. This budget, however, did not account for any money to cover disaster contingencies or unexpected road repairs. In light of our current budget situation, there is no funding available in the Road Fund to cover the cost of the road repairs caused by the recent storm.

DISCUSSION:

There is a potential to receive disaster assistance from the state if the state declares a disaster and the governor provides funding in that regard. However, since state assistance/reimbursement is unknown at this time, Public Works is not in a position to spend money that it doesn't have without certainty of reimbursement. Given this, Public Works is requesting an appropriation of \$370,000 from the General Fund Contingency to repair the washouts and road damage identified on the attached list.

In an effort to provide the best service to the travelling public, Public Works anticipates contracting with qualified contractors using Emergency Contract provisions to perform the needed repairs as quickly as possible, weather permitting.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this is an emergency response action.

FISCAL IMPACT:

The General Fund Contingency will cover the initial cost of repairing the road damage identified on the attached list. If the governor declares a disaster and allocates funding for repairs, the County will seek reimbursement from the State as soon as possible. Any subsequent revenue received will be moved back to the General Fund.

AUDITOR-CONTROLLER'S OFFICE
BUDGET ADJUSTMENT REQUEST FORM

DEPARTMENT:

PREPARED BY/PHONE Grace Mull/7371

EXPLANATION FOR BUDGET ADJUSTMENT:

FUNDING SOURCE FOR INCREASES:

BUDGET TRANSFER #

(assigned by ACO)

EXTERNAL
INTERNAL

MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING

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

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

1) DEPARTMENT HEAD:

SIGNATURE OF AUTHORIZED OFFICIAL

DATE _____

AUDITOR-CONTROLLER:

SIGNATURE

DATA

2) COUNTY ADMINISTRATOR:

SIGNATURE

DATE _____

4) BOARD OF SUPERVISORS:

(if necessary)

SIGNATURE

DATE:

GENERAL LEDGER:

FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY:

SIGNATURE

DATE _____

RECEIVED

JAN 10 2017

YUBA COUNTY ELECTION

RECEIVED

JAN 10 2017

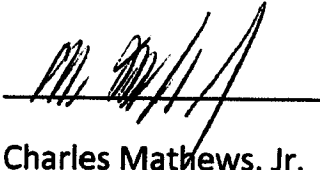
Clerk/Board of Supervisors

January 9, 2017

To: Clerk, Yuba County Board of Supervisors

And Secretary, Cordua Irrigation District.

I, Charles Mathews, Jr., hereby resign by position as Director, District 1, of the
Cordua Irrigation District Board as of January 9, 2017 at 5:00 PM.

 1-9-17
Charles Mathews, Jr. Date.