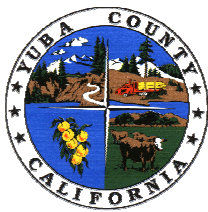


BOARD OF SUPERVISORS

AGENDA



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.

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

TUESDAY, JULY 11, 2017
9:00 A.M.

Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones 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.

PLEDGE OF ALLEGIANCE - Led by Supervisor Vasquez

ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher

CONSENT AGENDA

All matters listed under Consent Agenda are considered to be routine and can be enacted in one motion.

- 165/2017** Office of Emergency Services: Adopt resolution proclaiming ongoing local emergency due to tree mortality.
- 167/2017** Office of Emergency Services: Adopt resolution proclaiming existence of ongoing local emergency due to floodwaters.
- 169/2017** Office of Emergency Services: Adopt resolution to proclaim ongoing local emergency due to Historic Rainfall.
- 172/2017** Office of Emergency Services: Adopt resolution proclaiming ongoing local emergency due to Oroville Dam Event.
- 269/2017** Health and Human Services: Approve amended and restated Joint Exercise of Powers agreement for California Automated Consortium Eligibility System, and Memorandum of Understanding between California Automated Consortium Eligibility System and the County of Yuba; and authorize Chair to execute. (Human Services Committee recommends approval)
- 273/2017** Health and Human Services: Approve Memorandum of Understanding with Sutter County Health and Human Services to conduct qualitative Federal Case Reviews and authorize Chair to execute. (Human Services Committee recommends approval)

**BOARD OF SUPERVISORS
REGULAR MEETING**

- 306/2017** Human Resources: Adopt Resolution revising Classification System - Basic Salary/Hourly Schedule in its entirety effective July 1, 2017 as it relates to the County Administrators recommended 2017-2018 Fiscal Year Budget.
- 307/2017** Board of Supervisors: Re-appoint Debra Coker to Wheatland Cemetery District as a Director with a term ending July 9, 2021.
- 304/2017** Health and Human Services: Authorize Director of Health and Human Services to enter into a Training Services Agreement with the Regents of the University of California, Davis.

SPECIAL PRESENTATIONS

- 305/2017** Present proclamation declaring July 2017 Sexual Assault Awareness Month.

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. Note: No Board action can be taken on comments made under this heading.

COUNTY DEPARTMENTS

- 295/2017** Administrative Services: Adopt resolution repealing and re-enacting section D-2 Credit Card Policy of the County's Administrative Policies and Procedures Manual. (Five minute estimate)
- 302/2017** Health and Human Services: Approve agreement with Victor Community Support Services for Child and Family Team services for the term of July 1, 2017 through June 30, 2019; and authorize Chair to execute. (Five minute estimate)

ORDINANCES AND PUBLIC HEARINGS

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

- 282/2017** Public Hearing - Hold public hearing and adopt resolution adopting the 2017-2018 Fiscal Year Budget for Gledhill Landscaping and Lighting District. (Community Development and Services) (Five minute estimate)

**BOARD OF SUPERVISORS
REGULAR MEETING**

283/2017 Public Hearing - Hold public hearing and adopt resolution adopting the 2017-2018 Fiscal Year Budget for Linda Street Lighting Maintenance District. (Community Development and Service Agency) (Five minute estimate)

285/2017 Public Hearing - Hold public hearing and approve the 2017-2018 Fiscal Year County Service Area Assessment Summary. (Community Development and Services Agency) (Five minute estimate)

CORRESPONDENCE

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

294/2017 Two notices from State of California Central Valley Regional Water Quality Control Board regarding public workshops and hearings.

299/2017 Notice from AT&T regarding approval of Mobility Site-10090446-CVL00989-SCRMCA006-15358 Oregon Hill Rd., Dobbins California 95935

308/2017 Sutter-Yuba Behavioral Health Advisory Board Year-End Report for Fiscal Year 2016-17.

292/2017 Sutter-Yuba Mosquito Control District audit report for period ending June 30, 2016.

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.

CLOSED SESSION

23/2017 Conference with Legal Counsel - Existing litigation pursuant to Government Code §54956.9(d)(1) - Hedrick vs. Grant Case No. 2:76-CV-00162-GEB-EFB

66/2017 Conference with Legal Counsel - Existing litigation pursuant to Government Code §54956.9(d)(1) - Fellowship vs. Yuba County YCSCCVPT14-0000794

101/2017 Labor Negotiations pursuant to Government Code §54947(a) – DDAA/YCEA / Negotiator Jill Abel and Karen Fassler

309/2017 Conference with Legal Counsel - Existing litigation pursuant to Government Code §54956.9(d)(1) Heidi Lepp et. al. vs. County of Yuba et. al., case number 2:17-CV-01317-GEB-EFB

ADJOURN

8:45 A.M. In-Home Supportive Services Public Authority

Roll Call: Directors Vasquez, Leahy, Lofton, Bradford, Fletcher

**BOARD OF SUPERVISORS
REGULAR MEETING**

Action Items:

310-2017 Approve minutes of the March 21, 2017 meeting.

303/2017 Approve professional services agreement between Yuba County In-Home Supportive Services Public Authority and Industrial Employers Distributors Association for consultant services and authorize Chair to execute. (Health and Human Services) (10 minute estimate)

ADJOURN

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

The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Emergency Operations Manager, Scott Bryan

SUBJECT: Approve resolution proclaiming an ongoing local emergency due to tree mortality.

DATE: July 11, 2017

NUMBER: 165/2017

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. 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.

Fiscal Impact:

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

Attachments: 165/2017: Tree Mortality Resolution

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

RESOLUTION:

THE BOARD OF SUPERVISORS)	
ADOPT A RESOLUTION)	
PROCLAIMING THE EXISTENCE OF)	
AN ONGOING LOCAL EMERGENCY)	
DUE TO TREE MORTALITY IN THE)	
COUNTY OF YUBA.)	RESOLUTION NO. _____

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, extreme peril to the safety and property have arisen in Yuba County, caused by the widespread and rapidly increasing incidence of tree mortality; and

WHEREAS, unprecedented tree mortality is causing damage to the watershed and emergency egress, and to County and other public and district facilities including, but not limited to roads and structures, for which damages cannot yet be calculated; and

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, on December 16, 2016 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to tree mortality; 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



The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Emergency Operations Manager, Scott Bryan

SUBJECT: Adopt resolution to approve existence of ongoing local emergency due to floodwaters.

DATE: July 11, 2017

NUMBER: 167/2017

Recommendation:

The Board of Supervisors adopt a resolution proclaiming an ongoing local emergency in the County of Yuba due to the inundation of floodwaters.

Background:

Due to historic precipitation and snowmelt beginning on approximately January 7, already full tributaries and reservoirs swelled causing widespread flooding within the Levee Systems along the Yuba and Feather Rivers on January 9, 2017.

Discussion:

The flooding which occurred along the Yuba and Feather Rivers of the County, required the evacuation of persons from their homes and businesses, emergency response by law enforcement, fire services and emergency services personnel and caused damage to public and private property. Due to ongoing flood water inundation the damages cannot yet be calculated. Therefore it is recommended that your Board proclamation a local emergency until the end of the incident period per (*Govt. Code Section 8630 (c)*). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per (*Govt. Code Section 8630(d)*) this proclamation of emergency shall be terminated as soon as reasonably possible.

Fiscal Impact:

There is an unknown impact to the general fund as of this date.

Attachments: 167/2017: Floodwaters Resolution

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

RESOLUTION:

THE BOARD OF SUPERVISORS)	
ADOPT A RESOLUTION)	
PROCLAIMING THE EXISTENCE OF)	
AN ONGOING LOCAL EMERGENCY)	
DUE TO FLOOD WATERS IN THE)	
COUNTY OF YUBA.)	RESOLUTION NO. _____

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, extreme peril to the safety and property have arisen in Yuba County, caused by the inundation of flood waters; and

WHEREAS, Northern California has seen historical precipitation causing damage to public and private property, for which damages cannot yet be calculated; and

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

WHEREAS, on January 10, 2017 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to flood waters; 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 flood waters from historical precipitation; and

WHEREAS, this proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per *Govt. Code Section 8630(d)*, this proclamation of emergency shall be terminated as soon as reasonably possible.

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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



The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Emergency Operations Manager, Scott Bryan

SUBJECT: Approve Resolution to proclaim an ongoing local emergency due to Historic Rainfall.

DATE: July 11, 2017

NUMBER: 169/2017

Recommendation:

The Board of Supervisors adopts a resolution proclaiming the existence of an ongoing emergency in the County of Yuba due to Historic Rainfall.

Background:

Due to historic precipitation and snowmelt beginning on approximately January 7, already full tributaries and reservoirs swelled causing widespread flooding within the Levee Systems along the Yuba and Feather Rivers on January 9, 2017.

Discussion:

The flooding which occurred along the Yuba and Feather Rivers of the County, required the evacuation of persons from their homes and businesses, emergency response by law enforcement, fire services and emergency services personnel and caused damage to public and private property. Due to ongoing floodwater inundation, the damages cannot yet be calculated. Therefore it is recommended that your Board proclamation a local emergency until the end of the incident period per (*Govt. Code Section 8630 (c)*). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per (*Govt. Code Section 8630(d)*) this proclamation of emergency shall be terminated as soon as reasonably possible.

Fiscal Impact:

There is an unknown impact to the general fund as of this date.

Attachments: 169/2017: Historic Rainfall Resolution

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

RESOLUTION:

THE BOARD OF SUPERVISORS)	
ADOPT A RESOLUTION)	
PROCLAIMING THE EXISTENCE OF)	
AN ONGOING LOCAL EMERGENCY)	
DUE TO HISTORIC RAINFALL IN THE)	
COUNTY OF YUBA.)	RESOLUTION NO. _____

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, conditions of extreme peril to the safety and property of residents have arisen in Yuba County, caused by historic rainfall, which began on February 1, 2017, and the inundation of flood waters; and

WHEREAS, The State of California has seen historic precipitation causing damage to public and private property, for which damages cannot yet be calculated; and

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

WHEREAS, on February 22, 2017 the Yuba County Director of Emergency Services did proclaim the existence of a local emergency due to historic rainfall and flood waters pursuant to county ordinance 4.20; and

WHEREAS, on February 28, 2017 the County of Yuba Board of Supervisors ratified the existence of an ongoing local emergency due to historic rainfall and flood waters; 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 historic rainfall and flood waters; and

WHEREAS, this proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per *Govt. Code Section 8630(d)*, this proclamation of emergency shall be terminated as soon as reasonably possible.

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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



The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Emergency Operations Manager, Scott Bryan

SUBJECT: Approve resolution proclaiming an ongoing local emergency due to the Oroville Dam Event.

DATE: July 11, 2017

NUMBER: 172/2017

Recommendation:

The Board of Supervisors adopt a resolution proclaiming the existence of an ongoing local emergency due to the Oroville Dam Event.

Background:

The County of Yuba has been affected by the existence of extreme peril to the safety of persons and property within the county caused by historic precipitation, Lake Oroville in Butte County reached capacity and the main spillway at the Oroville Dam suffered significant damage that necessitated using the emergency spillway. The series of events resulted in necessary evacuations for majority of the residents in Yuba County, damage to private and public property, for which damages and fiscal impact cannot yet be calculated and resources in Yuba County are faced with conditions that exceed their functional capabilities.

Discussion:

On February 14, 2017, the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to the Oroville Spillway event.

Fiscal Impact:

Fiscal impact is unknown at this time due to the ongoing efforts to calculate the full extent of damages.

Attachments: 172/2017: Oroville Spillway Resolution

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

RESOLUTION:

THE BOARD OF SUPERVISORS)	
ADOPT A RESOLUTION)	
PROCLAIMING THE EXISTENCE OF)	
AN ONGOING LOCAL EMERGENCY)	
DUE TO THE OROVILLE DAM EVENT)	
)	RESOLUTION NO. _____

WHEREAS, in January and February of 2017 historic precipitation inundated the Yuba, Sutter and Butte County areas, including lakes, rivers, and streams therein; and

WHEREAS, on February 12, 2017 as a result of this historic precipitation, Lake Oroville in Butte County reached capacity and the main spillway at the Oroville dam suffered significant damage that necessitated using the emergency spillway; and

WHEREAS, thereafter emergency officials determined that the emergency spillway at Lake Oroville dam was at risk of failing, potentially causing widespread flooding throughout the County of Yuba; and

WHEREAS, mandatory evacuations were then ordered for the majority of the residents of Yuba County; and

WHEREAS, extreme peril to the safety and property has arisen in Yuba County, caused by the damage to the spillways at the Oroville dam and potential flooding within the County;

WHEREAS, local resources in Yuba County are faced with conditions that exceed their functional capabilities; and

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Yuba; and

WHEREAS, on February 12, 2017 the Governor of the State of California issued a Proclamation of a State of Emergency, which included Yuba County; and

WHEREAS, on February 13, 2017 the County Administrative Officer issued a Proclamation of a Countywide Local Emergency due to the Oroville Dam Event pursuant to Yuba County Ordinance code section 4.20 et seq; and

WHEREAS, on February 14, 2017 the Board of Supervisors ratified through resolution the existence of a local emergency due to the Oroville Dam event; and

WHEREAS, pursuant to section 8630 of the California Government Code, the Board of Supervisors must review, at least every 30 days, the need for the continuance of the local emergency; and

NOW, THEREFORE IT BE SOLVED, that the Board of Supervisors hereby Proclaims the existence of an on-going emergency in the County of Yuba; and

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BE IT FURTHER RESOLVED that the Board of Supervisors shall review, at least every 30 days, until such emergency is terminated, the need for the continuing said emergency and the governing body shall proclaim the termination of the local emergency at the earliest possible date.

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:

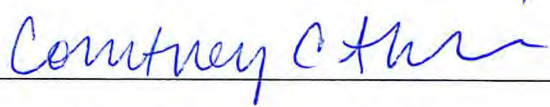
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



The County of Yuba



TO: Board of Supervisors

FROM: Health and Human Services Department
Jennifer Vasquez, Director
Erma Thurman, Deputy Director

SUBJECT: Approval of the Amended and Restated Joint Exercise of Powers Agreement for the California Automated Consortium Eligibility System (CalACES) and the Memorandum of Understanding between CalACES and the County of Yuba

DATE: July 11, 2017

NUMBER: 269/2017

Recommendation

It is recommended that the Board of Supervisors approve the Amended and Restated Joint Exercise of Powers Agreement (JPA) for the California Automated Consortium Eligibility System (CalACES) and the Memorandum of Understanding (MOU) between CalACES and the County of Yuba.

Background

In 1998, the counties of Merced, Riverside, San Bernardino and Stanislaus contractually joined together to form the C-IV Consortium for the purpose of the design, development, implementation and on-going operation and maintenance of an automated welfare system as mandated by law (Chapter 4, commencing with section 10800, of Division 9 of Part 2 of the California Welfare and Institutions Code).

Yuba County, along with thirty-four (34) other California counties, determined that the automated welfare system designed and developed by the C-IV Consortium best suited their current and future needs. Therefore, on March 21, 2007, the Board approved the First Amended Joint Exercise of Powers Agreement, which established the joint powers authority between the thirty-nine (39) member counties for the C-IV Consortium and the MOU, which delineated the areas of understanding and agreement between the C-IV Consortium and Yuba County for the implementation and ongoing operation and maintenance of the C-IV Automated System.

Discussion

California Assembly Bill ABX1 16 (2011), as codified in the Welfare and Institutions Code section 10823, requires that the current thirty-nine (39) California Statewide Automated Welfare System Consortium (C-IV) Counties migrate to a system jointly designed by the thirty-nine (39) C-IV Counties and Los Angeles County, and that the migration result in a new consortium called "CalACES" composed of the forty (40) counties. The Amended and Restated JPA and the new MOU will authorize the forty (40) counties to begin the transition to CalACES which is scheduled to begin September 1, 2017.

Committee Action:

The Human Services Committee recommended approval on June 27, 2017

Fiscal Impact:

Approval of this request will not impact County general funds. Yuba County's estimated financial obligation for Fiscal Year 2017-2018 of \$47,126 will be paid by Federal, State and Realignment Funds.

Attachments

269/2017 CalACES Amended and Restated JPA
269/2017 CalACES MOU

CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

Originally Adopted: December 1998
First Amended: June 2007
Second Amended: June 2010
Amended and Restated: September 2017

CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM

AMENDED AND RESTATED

JOINT EXERCISE OF POWERS AGREEMENT

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AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made by and among the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba. This joint powers authority shall be referred to as the California Automated Consortium Eligibility System ("Consortium"). This Agreement shall serve to amend and restate the Joint Exercise of Powers Agreement dated December 1998, and any and all amendments thereto, which created the California Statewide Automated Welfare System Consortium IV ("C-IV"), to change the name, and to make other revisions as contained herein.

RECITALS:

WHEREAS, Chapter 5 (commencing with section 6500) of Division 7 of Title 1 of the California Government Code ("Government Code"), permits two or more public agencies to enter into an agreement for the joint exercise of powers; and

WHEREAS, Chapter 4 (commencing with section 10800) of Division 9 of Part 2 of the California Welfare and Institutions Code ("Welfare and Institutions Code"), declares the administration of public social services in each of the several counties of the state to be a county function and responsibility; and

WHEREAS, the County of Los Angeles ("Los Angeles County") formed the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting ("LEADER") consortium, with the LEADER consortium consisting of one of the four county consortia, and Los Angeles County's Department of Public Social Services locally managing the LEADER consortium; and

WHEREAS, the four (4) Counties of Merced, Riverside, San Bernardino, and Stanislaus contractually joined together in December 1998 to create C-IV, a joint powers authority for the purpose of the design, development, implementation and on-going operation and maintenance of an automated welfare system to be used by each of the four Counties, which may include an interface to other county consortia and state automated welfare systems as provided in the Welfare and Institutions Code; and

WHEREAS, the thirty-five (35) Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Monterey, Napa, Nevada, Plumas, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, and Yuba joined C-IV in June 2007 for the purpose of implementation of the automated welfare system in each of the thirty-five (35) Counties and on-going operation and maintenance of the automated welfare system ("C-IV System"); and

WHEREAS, in November 2012, Los Angeles County entered into an agreement with Accenture, LLP to implement the LEADER Replacement System ("LRS"), which replaces and integrates the functionality of multiple, disparate legacy systems of Los Angeles County while also streamlining case management of public assistance programs; and

WHEREAS, California Assembly Bill ABX1 16 (2011), as codified in the Welfare and Institutions Code section 10823, requires that the prior thirty-nine (39) C-IV Counties migrate to a system jointly designed by the thirty-nine (39) C-IV Counties and Los Angeles County, and that the migration result in a new consortium composed of the forty (40) counties; and

WHEREAS, Los Angeles County and the thirty-nine (39) C-IV Counties have joined together to form a new consortium, pursuant to this Agreement, which replaces the LEADER and C-IV Consortia in compliance with California Assembly Bill ABX1 16 (2011); and

WHEREAS, the forty (40) Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba have determined that the name of the new consortium shall be the California Automated Consortium Eligibility System and the joint system shall be called "CalACES".

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and agreements herein contained, the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with section 6500) of Chapter 5, Division 7, Title 1 of the Government Code.

"Agreement" means this Amended and Restated Joint Exercise of Powers Agreement.

"Board" means the Board of Directors of the Consortium referred to in Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities), which shall be the governing body of the Consortium.

"CalACES" means the complete collection of equipment, software, and network(s) for the automated welfare system to be used by all Members upon completion of the migration of the Members from the C-IV System and the LRS.

"Consortium" means the public entity known as the California Automated Consortium Eligibility System established pursuant to Article II of this Agreement.

"Director(s)" means the Member Representative(s) appointed to the Board pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities), which may include Alternate Board Director(s) acting in their Director's absence.

"Fiscal Year" means the period from July 1st to and including the following June 30th.

"Implementation" means the rollout of CalACES to all Members.

"Member" means one of the individual Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, and Yuba. The State of California is not a Member of this JPA.

"Members" means Member Counties collectively.

"Member Representative" means the person(s) representing each Member pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities).

"Project" means the work related to the design, development, implementation, operation, maintenance of the C-IV System, the LRS and CalACES, migration of the Members to CalACES, and all related activities.

"Region" means one of the eight (8) regions as defined in Section III (Regions) of the Bylaws.

"Secretary" means the Secretary of the Consortium appointed pursuant to Section 3.02 (Secretary).

"State" means the State of California.

"State Representative" means the person representing the State pursuant to Section 2.04 (Member Representative; State Representative; Board of Directors; Appointing Authorities).

"Treasurer" means the Treasurer of the Consortium appointed pursuant to Section 3.03 (Treasurer).

persons who hold upper executive management positions in the social services department.

- (ii) Individuals serving as Member Representatives shall serve while they retain their county offices or positions, and shall be deemed to have automatically resigned upon leaving that county office or position. The individual who succeeds in that county office or position on a regular or interim basis shall be automatically deemed the Member Representative. Upon change of title or reclassification of any Member Representative's county office or position, the successor to the county Welfare Director position, or the Children and Family Services Director, if applicable, its equivalent position within the Member county, shall be deemed a replacement for the Member Representative.
- (iii) Subject to the provisions of this Agreement, each Member Representative shall have a right to:
 - Receive nomination for appointment to the Board.
 - Serve on workgroups and committees or appoint designees to serve in their place.
 - Recommend items for inclusion for consideration on the Board meeting agenda.
 - Receive notice of Board meetings.
 - Attend Board meetings.
 - Vote on items.

(b) State Representative:

- (i) The State shall have the right to select one person from among the following to serve on the Board as the representative of the State: the Director of the Office of Systems Integration or his/her designee, the Director of the Department of Social Services or his/her designee, or the Director of the Department of Health Care Services or his/her designee. This person shall be identified as the "State Representative." The two other State departments not selected as the State Representative shall retain the right to attend all public sessions of the Board meetings.
- (ii) The State Representative shall retain his or her State position while acting as State Representative.
- (iii) The State Representative shall have a right to:
 - Serve as an Ex Officio member of the Board.
 - Receive notice of Board meetings.
 - Attend Board meetings, excluding closed sessions.
- (iv) The State Representative shall not have a right to vote on items put before the Member Representatives or the Board.

- (c) Board of Directors: The Consortium shall be governed and administered by a Board of Directors ("Board") consisting of eleven (11) Directors and one State Representative. The Directors from Regions 1 through 7 shall be selected from the Member Representatives from

ARTICLE II

GENERAL PROVISIONS REGARDING PURPOSE, CREATION AND OPERATION OF CONSORTIUM

Section 2.01. Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 of the Government Code, commencing with section 6500, relating to the joint exercise of powers common to the public agencies, in this case the Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Plumas, Riverside, San Benito, San Bernardino, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne and Yuba. The forty (40) Counties each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise such powers for the design, development, Implementation, migration and on-going operation and maintenance of the C-IV System, LRS, and CalACES, which is the automated welfare system to be used by each of the forty (40) Counties, which may include an interface to other county consortia and state automated welfare systems as provided in the Welfare and Institutions Code.

Section 2.02. Term. This Agreement first became effective December 1998; the first amendment became effective on June 1, 2007, a second amendment became effective on June 1, 2010, and this third amendment, the Amended and Restated Joint Exercise of Powers Agreement, shall become effective on September 1, 2017 ("Effective Date"). This Agreement shall continue in full force and effect until terminated by mutual consent of the Boards of Supervisors of the Members. The inclusion of additional counties to this Agreement pursuant to Section 2.11 (Addition of New Members) or withdrawal of some, but not all, of the Members pursuant to Section 2.12 (Withdrawal of Member) shall not be deemed a termination of this Agreement.

Section 2.03. Creation of Consortium. Pursuant to the Act, there is hereby created a public entity to be known as the "California Automated Consortium Eligibility System", hereinafter referred to as "Consortium". The Consortium shall be a public entity separate and apart from the Members, consisting of eight (8) Regions as defined in Section III (Regions) of the Bylaws of the Consortium, and shall administer this Agreement.

Section 2.04. Member Representative; State Representative; Board of Directors; Appointing Authorities.

(a) Member Representative:

- (i) With the exception of Los Angeles County, each Member shall be represented by its county Welfare Director, or person holding the equivalent position within that county, unless the Board of Supervisors of the Member appoints one of its board members to serve as the representative (either shall be referred to as "Member Representative"). With respect to Los Angeles County, this Member shall be represented by four (4) Member Representatives, which shall include its county Welfare Director, or person holding the equivalent position within the county, its Children and Family Services Director, or person holding the equivalent position within the county, and two (2) other

their respective Regions, one Director from each Region. Region 8, represented by Los Angeles County, shall have four (4) Directors, who shall be the four (4) Member Representatives from Region 8. For Regions comprised of more than one (1) county, each Director may designate a second Member Representative from within the Region to serve as an alternate Director ("Alternate Board Director"). For Regions comprised of only one (1) county, each Director may designate a county employee who holds an upper management position immediately below the county Welfare Director, or Children and Family Services Director, if applicable, within that Region to serve as an Alternate Board Director. Alternate Board Directors may only act in their Director's absence and shall exercise all rights and privileges of a Director.

Any recommended changes to the Board structure are subject to Section 7.03 (Amendments).

(d) Appointments to the Board of Directors:

- (i) No person shall hold the position of more than one (1) Director. Each Director and the State Representative shall serve for a term of one (1) year with terms running concurrent with the Fiscal Year.
- (ii) Regions 1 through 7 will each appoint one (1) Director to serve on the Board. Region 8 will appoint four (4) Directors to serve on the Board. For Regions comprised of more than one county, these regions will nominate one or more candidates to serve on the Board. One Director from each Region will be elected by a majority vote of the Member Representatives for that Region who are present at a meeting of the Member Representatives held pursuant to Section 2.07 (Quorum; Required Votes; Approvals). No Member Representative shall be elected to hold the Director position unless he or she accepts the nomination from his or her Region.
- (iii) Each Region shall notify the Secretary of their appointed Director(s) at least fourteen (14) days before the start of the next Fiscal Year. The Secretary will notify the Board of each Region's Director(s) at the first Board meeting of each Fiscal Year.
- (iv) The State shall notify the Secretary of the person it has selected to be the State Representative before the start of the next Fiscal Year. The Secretary will notify the Board of the State's selection for the State Representative at the first Board meeting of each Fiscal Year.

Section 2.05. Meetings of the Board; the Member Representatives.

(a) Regular Meetings:

- (i) **Board.** The Board shall hold regular meetings. They shall hold at least one regular meeting each quarter of every Fiscal Year. The procedure for the setting of regular meetings shall be fixed by action of the Board and contained in the Bylaws.
- (ii) **Member Representatives.** The Member Representatives shall hold regular meetings. They shall hold at least two regular meetings each Fiscal Year. The procedure for the

setting of regular meetings shall be fixed by action of the Member Representatives and contained in the Bylaws.

- (b) Special Meetings: Special meetings of the Board, and of the Member Representatives, shall be called in accordance with the provisions of the Ralph M. Brown Act ("Brown Act"), section 54956 of the Government Code.
- (c) Call, Notice and Conduct of Meetings: All meetings of the Board, and of the Member Representatives, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Brown Act (section 54950 et seq. of the Government Code).

Section 2.06. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board, and of the Member Representatives, and shall, as soon as possible after each meeting, cause a copy of the preliminary minutes to be forwarded to each Member Representative. The preliminary minutes will then be included at the next meeting of the Board or the Member Representatives, for approval by the respective bodies.

Section 2.07. Quorum; Required Votes; Approvals.

- (a) Board: At least six (6) of the Directors or Alternate Board Directors from Regions 1 through 8, which must include two (2) Directors or Alternate Board Directors from Region 8, shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The State Representative's attendance or non-attendance at any meeting shall have no effect on quorum. The affirmative votes of at least six (6) of the seated Directors from Regions 1 through 8, which must include two (2) affirmative votes from Directors or Alternate Board Directors from Region 8, shall be required to take any action by the Board.

Notwithstanding the preceding paragraph, the following provisions shall apply:

- (i) **Member Representatives Concurrence.** Recommended changes to this Agreement or to Memorandums of Understandings between the Consortium and the Members require the concurrence of the Member Representatives and may not be referred to Dispute Resolution. Concurrence is obtained by the affirmative vote of the Member Representatives pursuant to paragraph (b) of this section.
- (ii) **Dispute Resolution.** Four (4) Directors or Alternate Board Directors from Regions 1 through 7 may request dispute resolution in the event that an affirmative vote would have carried but for the failure to obtain two (2) affirmative votes from Region 8, or three (3) Directors or Alternate Board Directors from Region 8 may request dispute resolution in the event that an affirmative vote would have carried but for the failure to obtain two (2) affirmative votes from Regions 1 through 7, resulting in a blocked vote ("Blocked Vote"). Upon a request for dispute resolution, the Board shall promptly select a neutral person ("Neutral") who is identified with the assistance of the Consortium's legal advisor, to facilitate the resolution of the Blocked Vote through good faith negotiation, or through making a final and binding decision in favor of or against the Consortium action subject to the Blocked Vote in the event that resolution

is not reached through negotiation. In the event that the Board is unable to agree on the selection of the Neutral, the Consortium's legal advisor shall provide a list of five (5) qualified persons from which the Neutral will be chosen. The Directors or Alternate Directors from Regions 1 through 7, acting jointly, and the Directors or Alternate Directors from Region 8, acting jointly, will alternately challenge two (2) of such nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the Neutral. Any person selected as a Neutral hereunder shall be an attorney at law, or a retired judge, having practiced in the State for at least five (5) years. The preference is that the list of qualified persons shall not include a person having a principal place of business located within any Member county, and shall not have been employed by, contracted with, or received any payment or reimbursement from any Member within one (1) year prior to his or her selection. In the event one or more qualified persons having a principal place of business from outside the Member counties cannot be identified or agreed upon, the Directors may consider and select a qualified Neutral having a principal place of business within a Member county, but such Neutral shall not have been employed by, contracted with, or received any payment or reimbursement from any Member within one (1) year prior to his or her selection. The Neutral selected in accordance with this section is hereby designated as the person to administer and execute this Agreement pursuant to Government Code section 6506 for the limited purpose of resolving the Blocked Vote through negotiation or a final and binding decision as provided herein. Regions 1 through 7 shall select two (2) Directors or Alternate Board Directors to represent those Regions, and Region 8 shall select two (2) of its Directors or Alternate Board Directors to represent Region 8. Negotiations shall be commenced by notice being delivered by the Directors or Alternate Board Directors requesting dispute resolution to the other remaining Directors or Alternate Board Directors. The four (4) Directors or Alternate Board Directors selected to participate in the dispute resolution are obligated to meet within ten (10) business days after delivery of such notice at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Blocked Vote. If the matter has not been resolved within 45 days of the initiating notice, or if the parties fail to meet within ten (10) business days, the Neutral shall make a final and binding decision in favor of or against the Consortium action subject to the Blocked Vote, and the Board shall promptly take any Board action necessary to implement the Neutral's decision regarding the Blocked Vote. Any Member may bring an action to enforce the provisions of this section.

(b) Member Representatives: The presence of forty percent (40%) of the Member Representatives shall constitute a quorum for the transaction of business, which must include at least two (2) Member Representatives from Region 8, except that less than a quorum may adjourn from time to time. The State Representative's attendance or non-attendance shall have no effect on quorum. The affirmative votes of at least a majority of the Member Representatives present at any meeting at which a quorum is present shall be required to take any action by the Members, which must include at least two (2) affirmative votes from the Member Representatives present from Region 8.

(i) Dispute Resolution: Except as provided in Section 2.07(a)(i) (Member Representatives Concurrence) above, a majority of the Member Representatives from

Regions 1 through 7, or three (3) of the Member Representatives from Region 8, may request dispute resolution in the event that an affirmative vote would have carried but for the failure to obtain two (2) affirmative votes from Region 8, or the minimum number of affirmative votes from Regions 1 through 7, resulting in a blocked vote ("Blocked General Membership Vote"). Upon a request for dispute resolution, the matter shall be referred to the Board who shall promptly select a Neutral in the manner set forth in Section 2.07(a)(ii) (Dispute Resolution) above, with the qualifications, powers, and duties set forth in that section. The Member Representatives from Regions 1 through 7 shall select three (3) Member Representatives to represent Regions 1 through 7, and Region 8 shall select three (3) Member Representatives from Region 8 to represent Region 8. Negotiations shall be commenced by notice being delivered by the Member Representatives requesting dispute resolution to the other remaining Member Representatives. The six (6) Member Representatives selected to participate in the dispute resolution are obligated to meet within ten (10) business days after delivery of such notice at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Blocked General Membership Vote. If the matter has not been resolved within 45 days of the initiating notice, or if the parties fail to meet within ten (10) business days, the Neutral shall make a final and binding decision in favor of or against the Consortium action subject to the Blocked General Membership Vote and all the Member Representatives agree to be bound by the Neutral's decision and shall promptly take any General Membership action necessary to implement the Neutral's decision regarding the Blocked General Membership Vote. Any Member may bring an action to enforce the provisions of this section.

Section 2.08. Bylaws. The Board, by a two-thirds (2/3) affirmative vote of the Directors from Regions 1 through 8, which must include two (2) votes of the Directors from Region 8, and with the concurrence of the Members as set forth in the voting provisions of Section 2.07 (Quorum; Required Votes; Approvals), shall adopt or amend, from time to time, Bylaws for the conduct of business, and as are necessary for the purposes hereof. The Board may also adopt, from time to time, additional resolutions, rules, regulations, and policies for the conduct of its business, and as are necessary for the purposes hereof in a manner consistent with this Agreement and the Bylaws.

Section 2.09. Annual Budget. The Board shall adopt an annual budget for each Fiscal Year. The Bylaws shall further provide for the presentation and content of the budget.

Section 2.10. Annual Operational and Fiscal Report. The Board shall cause an annual operational report and annual fiscal report to be prepared and provided to each Member Representative.

Section 2.11. Addition of New Members. Any county in the State that is not a Member and desires to become a Member shall submit a written request to the Board. The Board may approve the request in accordance with the voting provisions of Section 2.07 (Quorum; Required Votes; Approvals). All new Members are subject to the approval of two-thirds (2/3) of the Boards of Supervisors of the Members, which approval may be granted by adoption of a resolution. Upon approval by the Board and two-thirds (2/3) of the Boards of Supervisors of the Members, the county desiring to be a Member shall execute an amendment to this Agreement adding it as

a new Member. The Agreement shall be deemed amended to reflect the addition of the new Member upon execution of the amendment by the new Member.

Section 2.12. Withdrawal of Member. Any Member may withdraw from the Consortium and terminate its participation in this Agreement at the end of any Fiscal Year by adoption of a resolution of withdrawal by the Board of Supervisors of the withdrawing Member, provided that a copy of said resolution has been served on all Members by May 31st of that Fiscal Year. Upon the effective date of withdrawal, this Agreement shall be deemed automatically amended to reflect the deletion of the withdrawing Member. Withdrawal shall not relieve the withdrawing Member of any financial obligations or liability arising prior to withdrawal.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chair and Vice-Chair. The Board shall elect from among its Directors, a Chair and Vice-Chair position. Each officer shall serve for a term of one (1) year. The Chair shall preside over Board and Member Representatives' meetings, sign all contracts on behalf of the Consortium, except as otherwise set forth in this Agreement, and shall perform such other duties as may be imposed on the Board in the Bylaws. The Vice-Chair shall sign contracts and perform all of the Chair's duties in the absence of the Chair, unless the Bylaws provide otherwise. Elections for such officers shall be held each year with terms running concurrent with the Fiscal Year.

Section 3.02. Secretary. The Board shall appoint a Secretary to the Board. The Secretary shall serve at the pleasure of the Board. The Secretary shall countersign all contracts signed by the Chair or Vice-Chair on behalf of the Consortium, unless the Bylaws of the Consortium provide otherwise. The Secretary shall cause a notice of this Agreement to be filed with the California Secretary of State pursuant to section 6503.5 of the Act and section 53051 of the Government Code. The Secretary shall be responsible to the Board for the call, noticing and conduct of the meetings pursuant to the Brown Act. The Board shall further provide for the duties and responsibilities of the Secretary in the Bylaws.

Section 3.03. Treasurer. Pursuant to section 6505.5 of the Act, the San Bernardino County Treasurer is hereby designated as the Treasurer of the Consortium. The Treasurer shall be the depository, shall have custody of all of the money of the Consortium from whatever source, and shall have the duties and obligations of Treasurer as set forth in sections 6505 and 6505.5 of the Act. As provided in section 6505.5 of the Act, given the appointment of the Treasurer, the officer performing the functions of auditor or controller shall be the San Bernardino County Auditor/Controller, who shall have the duties assigned to the auditor or controller in sections 6505 and 6505.5 of the Act, including the duty to "contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Consortium". As further provided in section 6505.5 of the Act, the San Bernardino County Board of Supervisors shall determine charges to be made against the Consortium for the services of the treasurer and auditor or controller.

Section 3.04. Officers in Charge of Records, Funds and Accounts. Pursuant to section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts,

funds and money of the Consortium and all records of the Consortium relating thereto. The Secretary shall have charge of, handle and have access to all other records of the Consortium.

Section 3.05. Legal Advisor. The Board shall select the legal advisor and counsel to the Consortium, as provided for in Section VII (Questions of Law) in the Bylaws.

Section 3.06. Other Employees. The Board shall have the power by adoption of Bylaws to appoint and employ such other employees, consultants and independent contractors as may be necessary for the purpose of this Agreement.

Section 3.07. Officers and Employees of the Consortium. As provided in section 6513 of the Act, all of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Consortium to the same degree and extent while engaged in the performance of any of the functions and other duties of such offices, agents or employees under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Members or, by reason of their employment by the Board, to be subject to any of the requirements of the Members. The State Representative may not hold any office or position within Consortium.

ARTICLE IV

POWERS

Section 4.01. General Powers. The Consortium shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and, necessary to the accomplishment of the purpose, as provided in Section 2.01 (Purpose) of this Agreement. As provided in the Act, the Consortium shall be a public entity separate from the Members.

Section 4.02. Specific Powers. The Consortium is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing general powers, including but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to sue and be sued in its own name;
- (d) to incur debts, liabilities or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability or obligation of the Members;
- (e) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State;

(f) to invest any money in the treasury pursuant to section 6509.5 of the Act which is not required for the immediate necessities of the Consortium, as the Consortium determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to section 53601 of the Government Code; and

(g) to carry out and enforce all the provisions of this Agreement.

Section 4.03. Restrictions on Powers. Pursuant to section 6509 of the Act, the above powers shall be subject to the restrictions upon the manner of exercising the power of one of the Members, which shall be designated as San Bernardino County.

Section 4.04. Obligations of Consortium. Except as otherwise agreed to in Section 6.03 (Member's Liability for Negligence of its Employees and Contractors), the debts, liabilities and obligations of the Consortium shall not be the debts, liabilities and obligations of the Members.

ARTICLE V

CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION

Section 5.01. Contributions. The Members may make contributions from their treasuries for the purpose set forth in Section 2.01 (Purpose), make payments of public funds to defray the cost of such purpose, make advances of public funds for such purpose, and/or use its personnel, equipment or property in lieu of other contributions or advances. The provisions of section 6504 of the Act are hereby incorporated into this Agreement by reference.

Section 5.02. Statewide Automated Welfare System Funding Allocations. Each Member hereby agrees to contribute to the Consortium its funding allocation as defined in Welfare and Institutions Code section 10824 for the purposes stated in Section 2.01 (Purpose) herein and hereby agrees to further contribute to the Consortium any county matches as required in Section 10824, or any successor statute.

Section 5.03. Distribution of Assets upon Termination. Upon termination of this Agreement and after resolution of all debts, liabilities and obligations, all property, both real and personal, of the Consortium shall be divided among the Members proportional to that Member's overall welfare caseload as provided in Welfare and Institutions Code section 10824 and any successor statute and new welfare programs, except that any Member contributions provided under Section 5.01 (Contributions) herein shall be returned to the contributing Member. The State Representative is not eligible for such distributions.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

Section 6.01. Consortium Indemnification of Members. The Consortium shall indemnify, defend and hold harmless each of the Members, and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and /or liability arising from the Consortium's acts, errors or omissions and for any costs or expenses incurred by the

Member(s) on account of any claim therefore, except where such indemnification is prohibited by law.

Section 6.02. Member Indemnification. Pursuant to the provisions of Government Code section 895 et seq., and except as provided in Section 6.01 (Consortium Indemnification of Members) herein, each Member agrees to defend, indemnify and hold harmless each other Member from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful act or omission of any agent, officer and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

Section 6.03. Member's Liability for Negligence of its Employees and Contractors.

Except as to Member county personnel dedicated to the Consortium on a "full time basis," as this term may be defined by further agreement between the Member and the Consortium, Member agrees to be individually liable for the negligence and willful misconduct of its employees, agents and contractors, including Member county personnel contributed to the Consortium on a part-time or ad hoc basis. As to Member county personnel contributed to the Consortium on a full time basis, Member county agrees to be jointly liable in the same proportion as the Member county's proportional share of the overall caseload of the Member county as provided in Welfare and Institutions Code section 10824 or any other successor statute. Except as expressed by this provision, the Member accepts no further liability either individually or collectively for the acts or omissions of the Consortium.

Section 6.04. Insurance. The Board shall provide for insurance covering liability exposure in an amount as the Board determines necessary to cover risks of activities of the Consortium.

Section 6.05. Third Party Beneficiaries. This Agreement and the obligations thereto are not intended to benefit any party other than its Members, except as expressly provided otherwise therein. No entity not a signatory to the Agreement shall have any rights or causes of action against any party to the Agreement as a result of that party's performance or non-performance under the Agreement, except as expressly stated in the Agreement.

Section 6.06. Debts, Liabilities and Obligations.

- (a) All debts, liabilities and obligations of C-IV incurred prior to the Effective Date of this Agreement shall remain the sole responsibility of the thirty-nine (39) C-IV Counties and shall be allocated and paid in accordance with the agreed terms in effect prior to the Effective Date of this Agreement. The debts, liabilities and obligations of C-IV and each of the thirty nine (39) C-IV Counties incurred prior to the Effective Date of this Agreement shall not be allocated to Los Angeles County, unless otherwise expressly agreed to.
- (b) All debts, liabilities and obligations of Los Angeles County shall remain the sole responsibility of Los Angeles County. The debts, liabilities and obligations of Los Angeles County shall not be allocated to the thirty-nine (39) C-IV Counties, unless otherwise expressly agreed to.
- (c) All debts, liabilities and obligations of each Member shall remain the individual responsibility of the Member, unless otherwise expressly agreed to.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.01. Notices. Notices hereunder shall be in writing, and shall be sufficient if addressed to the offices listed below and shall be deemed given upon deposit into the U.S. mail, first class, postage prepaid

Alpine County	Director Health & Human Services Department County of Alpine 75-A Diamond Valley Road Markleeville, CA 96120
Amador County	Director Department of Social Services County of Amador 10877 Conductor Blvd. Sutter Creek, CA 95685
Butte County	Director Department of Employment and Social Services County of Butte P.O. Box 1649 Oroville, CA 95965
Calaveras	Director Health & Human Services Agency County of Calaveras 509 E. St. Charles Street San Andreas, CA 95249-9701
Colusa	Director Department of Health & Human Services County of Colusa 251 E. Webster Street Colusa, Ca 95932
Del Norte	Director Department of Health & Human Services County of Del Norte 880 Northcrest Drive Crescent City, CA 95531
El Dorado	Director Department of Health and Human Services Agency County of El Dorado 3057 Briw Road, Ste. A Placerville, CA 95667
Glenn	Director Health and Human Services Agency County of Glenn P.O. Box 611 Willows, CA 95988

Humboldt	Director Department of Health & Human Services County of Humboldt 929 Koster Street Eureka, CA 95501
Imperial	Director Department of Social Services County of Imperial 2995 South 4 th Street, Suite 105 El Centro, CA 92243
Inyo	Director Department of Health & Human Services County of Inyo 163 May Street Bishop, CA 93514
Kern	Director Department of Human Services County of Kern P.O. Box 511 Bakersfield, Ca 93302
Kings	Director Human Services Agency County of Kings Kings County Government Center 1400 W. Lacey Blvd., #8 Hanford, CA 93230
Lake	Director Department of Social Services County of Lake P.O. Box 9000 Lower Lake, CA 95457
Lassen	Director Community Social Services Department County of Lassen P.O. Box 1359 Susanville, CA 96130
Los Angeles	Director Department of Public Social Services County of Los Angeles 12860 Crossroads Parkway South City of Industry, CA 91746-3411
Madera	Director Department of Social Services County of Madera P.O. Box 569 Madera, CA 93639

Marin	Director Health & Human Services Department County of Marin 20 N. San Pedro Road, Suite 2002 San Rafael, Ca 94903
Mariposa	Director Human Services Department County of Mariposa P.O. Box 99 Mariposa, CA 95339
Mendocino	Director, Department of Social Services County of Mendocino 747 S. State Street Ukiah, CA 95482
Merced	Director Human Services Agency County of Merced P.O. Box 112 Merced, CA 95341-0112
Modoc	Director Department of Social Services County of Modoc 120 North Main Street Alturas, CA 96101
Mono	Director Department of Social Services County of Mono P.O. Box 2969 Mammoth Lakes, CA 93546
Monterey	Director Department of Social and Employment Services County of Monterey 1000 S. Main Street, Suite 301 Salinas, CA 93901
Napa	Director Health & Human Services Agency County of Napa 2261 Elm Street Napa, CA 94559-3721
Nevada	Director Health & Human Services Agency County of Nevada P.O. Box 1210 Nevada City, CA 95959

Plumas	Director Department of Social Services & Public Guardian County of Plumas 270 County Hospital Road, Suite 207 Quincy, CA 95971
Riverside	Director Department of Public Social Services County of Riverside 4060 County Circle Drive Riverside, CA 92503
San Benito	Director Health & Human Services Agency County of San Benito 1111 San Felipe Road, #206 Hollister, CA 95203
San Bernardino	Director Human Services Agency County of San Bernardino 385 N. Arrowhead Ave, 5 th Floor San Bernardino, CA 92415-0128
San Joaquin	Director Human Services Agency County of San Joaquin P.O. Box 201056 Stockton, CA 95201-3006
Shasta	Director Health & Human Services Agency County of Shasta 2650 Breslauer Way Redding, CA 96001
Sierra	Director Department of Human Services County of Sierra P.O. Box 1019 Loyalton, CA 96118
Siskiyou	Director Health & Human Services Agency County of Siskiyou 2060 Campus Drive Yreka, CA 96097
Stanislaus	Director Community Services Agency County of Stanislaus P.O. Box 42 Modesto, CA 95353-0042

Sutter	Director Human Services Department County of Sutter P.O. Box 1535 Yuba City, CA 95992
Tehama	Director Department of Social Services County of Tehama P.O. Box 1515 Red Bluff, CA 96080
Trinity	Director Health & Human Services Department County of Trinity P.O. Box 1470 Weaverville, CA 96093-1470
Tuolumne	Director Department of Social Services County of Tuolumne 20075 Cedar Road North Sonora, CA 95370
Yuba	Director Health & Human Services Department County of Yuba P.O. Box 2320 Marysville, CA 95901
Consortium	Two Notices Required: Consortium's Legal Advisor as identified in the Bylaws AND Consortium's Secretary

The Members and Consortium may change the above addresses for notice purposes by written notification as provided above to each of the other Members and the Consortium. Meeting notices and general correspondence may be served electronically.

Section 7.02. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

Section 7.03. Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental agreements executed by mutual agreement of two-thirds (2/3) of the Boards of Supervisors of the Members hereto, which must include the mutual agreement of the Board of Supervisors from Los Angeles County.

Section 7.04. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 7.05. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may assign any right or obligation hereunder without the written consent of the others.

Section 7.06. Section Headings. All article and section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 7.07. Multiple Counterparts. This Agreement is executed in multiple counterparts, any one of which shall be deemed an original for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF ALPINE

Approved As to Form
ALPINE COUNTY COUNSEL

By: _____
Terry Woodrow, Chair
Board of Supervisors

By: _____
David Prentice

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF AMADOR

Approved As to Form
AMADOR COUNTY COUNSEL

By: _____
Richard M. Foster, Chair
Board of Supervisors

By: _____
Gregory Gillott

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF BUTTE

Approved As to Form
BUTTE COUNTY COUNSEL

By: _____
Bill Connelly, Chair
Board of Supervisors

By: _____
Bruce Alpert

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF CALAVERAS

Approved As to Form
CALAVERAS COUNTY COUNSEL

By: _____
Michael Oliveria, Chair
Board of Supervisors

By: _____
Julie Moss-Lewis

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF COLUSA

Approved As to Form
COLUSA COUNTY COUNSEL

By: _____
Gary J. Evans, Chair
Board of Supervisors

By: _____
Marcos Kropf

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF DEL NORTE

Approved As to Form
DEL NORTE COUNTY COUNSEL

By: _____
Chris Howard, Chair
Board of Supervisors

By: _____
Elizabeth Cable

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF EI DORADO

Approved As to Form
EI DORADO COUNTY COUNSEL

By: _____
Shiva Frentzen, Chair
Board of Supervisors

By: _____
Michael Ciccozzi

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF GLENN

Approved As to Form
GLENN COUNTY COUNSEL

By: _____
Keith Corum, Chair
Board of Supervisors

By: _____
Alicia Ekland

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF HUMBOLDT

Approved As to Form
HUMBOLDT COUNTY COUNSEL

By: _____
Virginia Bass, Chair
Board of Supervisors

By: _____
Hilary Finch

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF IMPERIAL

Approved As to Form
IMPERIAL COUNTY COUNSEL

By: _____
Michael W. Kelley, Chair
Board of Supervisors

By: _____
Katherine Turner

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF INYO

Approved As to Form
INYO COUNTY COUNSEL

By: _____
Mark Tillemans, Chair
Board of Supervisors

By: _____
Marshall Rudolph

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF KERN

Approved As to Form
KERN COUNTY COUNSEL

By: _____
Zack Scrivner, Chair
Board of Supervisors

By: _____
Bryan Walters

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF KINGS

Approved As to Form
KINGS COUNTY COUNSEL

By: _____
Craig Pedersen, Chair
Board of Supervisors

By: _____
Colleen Carlson

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF LAKE

Approved As to Form
LAKE COUNTY COUNSEL

By: _____
Jeff Smith, Chair
Board of Supervisors

By: _____
Anita Grant

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF LASSEN

Approved As to Form
LASSEN COUNTY COUNSEL

By: _____
Aaron Albaugh, Chair
Board of Supervisors

By: _____
Bob Burns

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF LOS ANGELES

Approved As to Form
LOS ANGELES COUNTY COUNSEL

By: _____
Mark Ridley-Thomas, Chair
Board of Supervisors

By: _____
Truc Moore

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MADERA

Approved As to Form
MADERA COUNTY COUNSEL

By: _____
Max Rodriquez, Chair
Board of Supervisors

By: _____
Dale Bacigalupi

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MARIN

Approved As to Form
MARIN COUNTY COUNSEL

By: _____
Judy Arnold, Chair
Board of Supervisors

By: _____
Jenna Brady

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MARIPOSA

Approved As to Form
MARIPOSA COUNTY COUNSEL

By: _____
Marshall Long, Chair
Board of Supervisors

By: _____
Steven Dahlem

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MENDOCINO

Approved As to Form
MENDOCINO COUNTY COUNSEL

By: _____
John McCowen, Chair
Board of Supervisors

By: _____
Katharine Elliott

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MERCED

Approved As to Form
MERCED COUNTY COUNSEL

By: _____
Derek McDaniel, Chair
Board of Supervisors

By: _____
Claire Lai

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MODOC

Approved As to Form
MODOC COUNTY COUNSEL

By: _____
Geri Byrne, Chair
Board of Supervisors

By: _____
Margaret Long

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MONO

Approved As to Form
MONO COUNTY COUNSEL

By: _____
Stacy Corless, Chair
Board of Supervisors

By: _____
Stacey Simon

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MONTEREY

Approved As to Form
MONTEREY COUNTY COUNSEL

By: _____
Mary L. Adams, Chair
Board of Supervisors

By: _____
Anne Brereton

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF NAPA

Approved As to Form
NAPA COUNTY COUNSEL

By: _____
Belia Ramos, Chair
Board of Supervisors

By: _____
Susan Altman

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF NEVADA

Approved As to Form
NEVADA COUNTY COUNSEL

By: _____
Hank Weston, Chair
Board of Supervisors

By: _____
Scott McLeran

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF PLUMAS

Approved As to Form
PLUMAS COUNTY COUNSEL

By: _____
Lori Simpson, Chair
Board of Supervisors

By: _____
R. Craig Settemire

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF RIVERSIDE

Approved As to Form
RIVERSIDE COUNTY COUNSEL

By: _____
John F. Tavaglione, Chair
Board of Supervisors

By: _____
Eric Stopher

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SAN BENITO

Approved As to Form
SAN BENITO COUNTY COUNSEL

By: _____
Jaime De La Cruz, Chair
Board of Supervisors

By: _____
Irma Valencia

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SAN BERNARDINO

Approved As to Form

SAN BERNARDINO COUNTY COUNSEL

By: _____
Robert A. Lovingood, Chair
Board of Supervisors

By: _____
Kristina Robb

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SAN JOAQUIN

Approved As to Form
SAN JOAQUIN COUNTY COUNSEL

By: _____
Charles Winn, Chair
Board of Supervisors

By: _____
Kimberly D. Johnson

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SHASTA

Approved As to Form
SHASTA COUNTY COUNSEL

By: _____
David Kehoe, Chair
Board of Supervisors

By: _____
Alan Cox

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SIERRA

Approved As to Form
SIERRA COUNTY COUNSEL

By: _____
Peter W. Huebner, Chair
Board of Supervisors

By: _____
David Prentice

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SISKIYOU

Approved As to Form
SISKIYOU COUNTY COUNSEL

By: _____
Michael N. Kobseff, Chair
Board of Supervisors

By: _____
Brad W. Sullivan

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF STANISLAUS

Approved As to Form

STANISLAUS COUNTY COUNSEL

By: _____
Vito Chiesa, Chair
Board of Supervisors

By: _____
Carrie Stephens

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SUTTER

Approved As to Form
SUTTER COUNTY COUNSEL

By: _____
Jim Whiteaker, Chair
Board of Supervisors

By: _____
Jean Jordan

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF TEHAMA

Approved As to Form
TEHAMA COUNTY COUNSEL

By: _____
Dennis Garton, Chair
Board of Supervisors

By: _____
Sarah Dickinson

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF TRINITY

Approved As to Form
TRINITY COUNTY COUNSEL

By: _____
John Fenley, Chair
Board of Supervisors

By: _____
Margaret Long

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF TUOLUMNE

Approved As to Form

TUOLUMNE COUNTY COUNSEL

By: _____
Sherri Brennan, Chair
Board of Supervisors

By: _____
Sarah Carrillo

Date: _____

(Title)

Attest:

Date: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF YUBA

By: _____
Randy Fletcher, Chair
Board of Supervisors

Date: _____

Attest: _____

By: _____

Approved As to Form
YUBA COUNTY COUNSEL

By: Courtney C. [Signature]
~~Angil Morris-Jones~~

Interim County Counsel
(Title)

Date: 5/30/2017

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA AUTOMATED
CONSORTIUM ELIGIBILITY SYSTEM AND THE
COUNTY OF YUBA**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the California Automated Consortium Eligibility System (hereafter "Consortium"), a California Joint Powers Authority, and the County of Yuba (hereafter "County"), a member county (hereafter "Member" or collectively with other members of the Consortium, "Members") of the Consortium (hereafter, collectively, "the Parties").

RECITALS

- I. WHEREAS, the Consortium was previously known as the California Statewide Automated Welfare System Consortium IV (hereafter "C-IV Consortium") with thirty-nine county members ("hereafter, collectively, "the 39 Counties").
- II. WHEREAS, the 39 Counties and Los Angeles County are or will be Members of the Consortium pursuant to the Amended and Restated Joint Exercise of Powers Agreement ("JPA Agreement"), with an effective date of September 1, 2017.
- III. WHEREAS, the C-IV Consortium previously entered into an agreement with a primary vendor (hereafter "the C-IV Agreement") to provide the necessary equipment and services for an automated system (hereafter "the C-IV System") utilized by the 39 Counties.
- IV. WHEREAS, Los Angeles County previously entered into an agreement with a primary vendor (hereafter "the LRS Agreement") to provide the necessary equipment and services for an automated system known as the Leader Replacement System (hereafter "the LRS").
- V. WHEREAS, the Consortium's purpose is to oversee the design, development, implementation, operation, maintenance and migration of the Members to an automated welfare system known

as the California Automated Consortium Eligibility System (hereafter "CalACES") that will be jointly designed by the Members , as required by California Assembly Bill ABX1 16 (2011) and codified in Welfare and Institutions Code section 10823.

- VI. WHEREAS, Los Angeles County will continue to use the LRS and the 39 Counties will continue to use the C-IV System until the migration of the Members to CalACES is complete.
- VII. WHEREAS, the purpose of this MOU is to delineate the areas of understanding and agreement between the Consortium and the Members regarding matters related to the administration and fulfillment of the Consortium's purpose.
- VIII. WHEREAS, this MOU is conditioned on the Consortium entering into the same MOU terms and conditions with all other Members, and supersedes all prior MOUs concerning the same subject matter contained herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. DEFINITIONS

As used in this MOU, the following words and terms shall have the meanings described below, unless otherwise defined elsewhere in this MOU:

1.1. "Advance Planning Document" (APD): A federally required document that is used by states to inform the federal agencies of their intentions related to federally funded programs, and request approval and funding to accomplish their needs and objectives. The term APD refers to a Planning APD, Implementation APD, or to an Advance Planning Document Update.

1.2. "Central Equipment": Is that equipment for which the Consortium is authorized by the State of California to assume responsibility for refresh. The Consortium shall have responsibility to refresh (replace or upgrade) all such equipment. All equipment not designated as "Local Equipment" is Central Equipment. The physical

location of the equipment is not relevant to the designation "Central".

1.3. "Consortium – Auditor-Controller Agreement": Is any agreement, as may be revised from time to time, between the Consortium and one of its Members to fulfill the fiscal and audit function as Auditor-Controller for the Consortium.

1.4. "Consortium Staff": Consists of employees of the Consortium, employees of Members contributed to the Consortium, and contractors and agents designated by the Consortium.

1.5. "Consortium's Secretary": The Secretary of the Consortium's Board of Directors in charge of all records of the Consortium.

1.6. "Consortium's Treasurer": The treasurer of the Consortium shall be as specified in the JPA Agreement. The Consortium's Treasurer is responsible for the depository, disbursements and accountability of all the accounts, funds and money and all records relating thereto.

1.7. "Cost Allocation Plan": A methodology for distributing costs to benefiting programs in accordance with federal, state and county sharing ratios.

1.8. "County Personnel": County employees, contractors or agents responsible for task(s) necessary to the Project.

1.9. "County Purchased Software": Licenses to software applications purchased separately by County and installed upon Local Equipment. County Purchased Software does not include Original Equipment Manufacturing (OEM) operating system software provided by the Consortium for use in the System(s), as defined below. All County Purchased Software must be configured to be compatible with Consortium purchased software and shall be approved by Consortium prior to its installation and use on Local Equipment purchased or provided under this MOU. Maintenance of County Purchased Software and management of its use in a manner consistent with its licensing is the sole responsibility of County.

1.10. "County Site(s)": The location(s) in the County for the equipment, software and Project Staff activities designated as necessary to the Project.

1.11. "Data": The Consortium and County records, files, forms, and other information that are currently or will be processed on the System(s).

1.12. "Deliverables": Products, including but not limited to, equipment and software, provided to the Consortium and the County pursuant to agreements with vendors or otherwise necessary to the Project.

1.13. "Executive Director": The individual chosen by the Consortium with responsibilities for the management of the Project for the Consortium.

1.14. "Impaired Device": Any equipment that is used by a Member on the System(s) and which has become, whether by damage or other reason, incapable of performing its intended purpose.

1.15. "Local Equipment": Is that equipment that (1) was obtained for the System(s) use, (2) is located on County Sites, and (3) the Consortium is not authorized by the State of California to assume responsibility for refresh, replace or upgrade.

1.16. "Network(s)": The telecommunications lines, equipment, software, and services for transmitting Data and other information as required by the needs of the System(s).

1.17. "Original Equipment Manufacturing" or "OEM": Is that operating system software license that is provided with the workstation and laptop equipment, for which the right to use the license is vested with the owner of the applicable equipment.

1.18. "Primary Project Vendor": The vendor who is working or will be working on the System(s) pursuant to the applicable agreement(s), as approved by the Consortium.

1.19. "Primary Project Vendor Staff": Employees, contractors

and agents of the Primary Project Vendor dedicated to the Project who are working on the System(s).

1.20. "Project": Work related to the design, development, implementation, operation, maintenance of the System(s) and migration of the Members to CalACES, and the related activities of the Parties thereto.

1.21. "Project Staff: The Consortium Staff, County Personnel, and vendor staff performing task(s) necessary to the Project.

1.22. "Quality Assurance and Other Agreements": Those agreements between the Consortium and its quality assurance vendor(s) or other project vendors to provide quality assurance, project management, planning, support, verification and validation services for the System(s).

1.23. "Region": County or Counties grouped together for purposes of representation as defined in the Consortium's Bylaws.

1.24. "Regional Project Manager(s)": The person(s) responsible for the day to day oversight of the Project in a particular Region.

1.25. "Separate Services": Services which are related to the System(s), obtained by Counties from the Primary Project Vendor, or other project vendors.

1.26. "Software": Software and software licenses purchased by the Consortium for the System(s) use, and software and software licenses procured under Section 4.2 (County Hardware and Software License Purchases). Consortium retains possession of and title for, and responsibility for refresh of, all Software licensing agreements purchased by the Consortium but may grant use permission to Member in a manner consistent with this MOU.

1.27. "System(s)": Individually, or collectively, the complete collection of equipment, Software, other required software, and Networks for the C-IV System, LRS and/or CalACES.

1.28. "Work Plan(s)": The plan and delineation of Tasks, Subtasks, activities and events to be performed, Deliverables to be

produced and associated resource requirements with regard to the Project as accepted and agreed upon between the Primary Project Vendor and the Consortium, subject to modification from time to time.

II. COUNTY

2.1. Dedication of Personnel. The County, within its sole discretion, agrees to undertake best efforts to provide County Personnel to the Project as required by the Project's needs, applicable Work Plan(s) or as otherwise necessary to fulfill the Consortium's purpose. County Personnel provided to the Project or the Consortium under this provision will be provided subject to the following terms and conditions:

2.1.1. The rendition of the services performed by County Personnel, the standards of performance, the discipline of its employees, and other matters incident to the performance of such services and the control of County Personnel so engaged in these services shall remain with the County. The County and the Consortium shall agree to the scope of services to be performed by each County Personnel.

2.1.2. The County will be responsible for all payroll, personnel and other administrative functions for its employees assigned to perform services for the Consortium hereunder.

2.1.3. At the start of the Consortium assignment, the County, or the Consortium, with consent from County, will provide functional supervision of County Personnel assigned, specify their duties, establish working hours, and other matters incidental to the supervision of the County Personnel.

2.1.4. In the event of a dispute between the County and Consortium as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Consortium shall be consulted and a mutual determination thereof shall be made by both the County and the Consortium. However, the County, in an unresolved dispute, shall have final and conclusive determination as between the Parties hereto.

2.1.5. For and in consideration of the services to be performed by the County Personnel for the Consortium under this MOU, the Consortium shall pay the County for said services according to the hourly prevailing direct salary and employee benefit costs as determined by the County for the current applicable fiscal year. Annual rate adjustments shall be made pursuant to methods employed according to the policies and procedures established by the County.

2.1.6. County shall render to the Consortium a summarized monthly invoice which details all services performed under this MOU, and the Consortium shall pay County within sixty (60) days after date of said invoice.

2.1.7. Payment for said services shall be made by check or money order payable as directed on the monthly invoice, or other method as determined by the County.

2.1.8. If such payment is not delivered to the County office that is described on said invoice within sixty (60) days after the date of the invoice, the invoices will be deemed uncollectible and may be forwarded for appropriate action.

2.1.9. Both Parties hereto in the performance of this Agreement shall act as independent contractors and not as agents, employees, partners, joint venturers, or associates of one another.

2.1.10. The Consortium shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance, or other compensation to any County Personnel performing services hereunder.

2.1.11. County and Consortium agree to be liable for the negligence and willful misconduct of its employees, agents and contractors as set forth in Section 6.03. (Member's Liability for Negligence of its Employees and Contractors) of the JPA Agreement.

2.1.12. Notwithstanding any provision hereof to the contrary, the County or the Consortium may return County Personnel back to County for any reason upon notice in writing to the other party of not

less than sixty (60) days prior thereto, unless the Parties agree otherwise.

2.2. Access to County Site(s) and Facilities. County agrees to make available and provide access to County Sites and facilities to Project Staff as necessary for the operation and administration of the System(s) in accordance with the County's administrative and security rules and regulations. County reserves the right to refuse the Consortium Staff or Project Staff member access to County Site(s) or facilities where, in its sole discretion, the County determines that access should be refused or terminated for reasons of public health, welfare and safety or to avoid disruptions to County operations.

2.3. Release of Information to Auditor/Controller. The County acknowledges that the Consortium - Auditor/Controller Agreement sets forth certain procedures for the disclosure of records of the County to the Auditor/Controller and the Executive Director as the Auditor/Controller deems necessary to resolve any funding, invoice, records, accounting or audit related issues, to the extent allowed by law. Therefore, the County agrees to use commercially reasonable efforts to comply with these procedures and, further, shall cooperate with the Consortium and Auditor/Controller in complying with any changes or modifications of these procedures, as may be necessary from time to time.

III. CONSORTIUM

3.1. Compliance with County Rules. The Consortium agrees that all Project or other Consortium activities occurring at County Site(s) or facilities will occur in a manner consistent with the County's rules and regulations.

3.2. Risk of Loss for Deliverables. Until accepted by County under the procedures established by the Parties pursuant to Section 4.4 (Development of Procedures for Acceptance/Rejection of Deliverables) herein, Consortium agrees that any risk of loss or damage for the Deliverables shall be borne solely by the Consortium.

3.3. Liability to County. The Consortium agrees to be liable for any loss, destruction or damage caused by the Consortium to County

operation or property by Consortium. Upon such loss, destruction of, or damage the County shall notify the Executive Director and shall take all reasonable steps to protect against further loss, destruction, or damage caused by Consortium.

3.4. Minimize Project Impact on County's Operations. The Consortium agrees to ensure that Project activities at County Site(s) and facilities shall be done in a manner that will minimize interference with the normal activities and operations of the Member and shall keep County Site(s) and facilities safe, clean and orderly at all times.

3.5. Right to Use System(s) Information and Data. The Consortium agrees that the County shall have unlimited rights to use, disclose, duplicate, or publish all System(s) information and Data relating to County that is developed, derived, documented, or furnished by Consortium, upon notification by County to the Executive Director as to the reason for such use of said System(s) information and Data. Such Data shall include all results, technical information, and materials developed for and/or obtained by Consortium and retained to fulfill its purpose, including, but not limited to, all reports, surveys, plans, charts recordings (video and/or sound), pictures, drawings, analysis, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the Project, but only as it relates to the County or is Data that is meant for distribution to, or for access by, all Members of the Consortium. To the extent that County requires access to System(s) information and Data relating to another Member(s) of the Consortium, County shall seek permission from such Member(s) and shall enter into all appropriate confidentiality and non-disclosure agreements, if required, and comply with all confidentiality and security requirements of such Member(s). The County's use of Consortium information and Data shall not apply, and the County shall have no right, to title and interest in or to any Consortium's vendors confidential and proprietary information.

3.6. Cooperation with County Risk Management Assessment. The Consortium agrees to cooperate and share its records and information with the County as necessary for the County to conduct an adequate risk of liability assessment(s) and develop an appropriate risk

of liability management plan(s) as to Project activities occurring at County Sites and facilities or otherwise in connection with the County's participation in the Consortium.

IV. MUTUAL RESPONSIBILITIES

4.1. Fiscal Responsibilities and Claiming

4.1.1. The Consortium's Auditor-Controller shall act as the fiscal agent for the Consortium and perform accounts payable functions that relate to vendor billings and overall project costs, including Separate Services and hardware and/or Software purchased by the County. The Consortium will invoice each County as agreed for the specific costs incurred in accordance herewith. At a minimum, invoicing will be quarterly, except by mutual agreement.

4.1.2. Unless otherwise agreed upon by the Consortium Executive Director or designee, the County will be responsible for the costs of hardware, and/or Software and associated maintenance for new County Sites or the expansion of existing County Sites, changes in County network models, refresh of existing hardware and/or Software (as deemed necessary by the County), Separate Services requested by the County and other changes the County deems necessary. The County will prepare and submit Advance Planning Documents (APDs) to the State for approval of these items, except as otherwise agreed upon by the Consortium as above, subject to oversight by the Office of System Integration (OSI) or applicable State APD department.

4.1.3. The Consortium will allocate the project budget to each Member and each of the Counties will be required to pay its applicable share of budget, in accordance with Section 4.1.4 hereof and Section 5.02 (Statewide Automated Welfare System Funding Allocations) of the JPA Agreement, at the time and in the manner specified by the Consortium. Such County Project costs will be paid to the Consortium or State as directed by the Consortium. The Consortium will continue to evaluate total Consortium expenditures and budget variances. The annual budget requests and updates will be prepared by the Consortium along with County Personnel.

4.1.4. Administrative Costs (also known as unfunded costs) are costs properly incurred by the Consortium but designated by the

State of California as ineligible for reimbursement to the Consortium by the State, including the County share as determined by the appropriate Cost Allocation Plan to be applied to that cost as approved by the State. On or before April 1st of each year, the Consortium, with the concurrence of the Consortium's Member representatives as defined in Section 2.07 (Quorum; Required Votes; Approvals) of the JPA Agreement, will approve a schedule of Administrative Costs for the upcoming fiscal year (July 1st through June 30th). The Consortium will give County notice of the approved schedule within ten days after such approval.

A. County hereby agrees to contribute to the Consortium its share of Administrative Costs, as determined by the Consortium, in advance pursuant to California Government Code section 6504.

B. County shall also contribute an amount equal to any penalties, fines, finance charges, interest or other costs that may result in the event County's tardy payment(s) result in insufficient funds to pay the Consortium's expenses when due.

4.1.5. If, during the term of this MOU, the County is unable to appropriate sufficient funds, or is otherwise unable to meet its financial obligations under this MOU, and there are no other legal procedures or available funds by or with which such obligations can be met, County shall have the right to terminate this MOU and withdraw its membership from the Consortium effective as of the end of that fiscal year by adoption of a resolution of withdrawal by County's Board of Supervisors, provided that a copy of said resolution has been served on all other Members by May 31st of that fiscal year, as provided for in Section 2.12 (Withdrawal of Member) of the JPA Agreement. Withdrawal under this subsection shall not relieve the County of any financial obligations or liabilities arising prior to the effective date of the withdrawal.

4.2. County Hardware and Software License Purchases.

4.2.1. This section pertains to County hardware and software purchases, initiated by the County that enables the County, to acquire Local Equipment and/or Software through the Consortium and to contribute to the cost of Central Equipment needed for County use.

Any applicable terms, conditions, and limitations of any agreements

that provide for such purchases, shall remain applicable.

4.2.2. Unless otherwise agreed by the Executive Director or designee, the County will prepare and submit to the Consortium a change order to request a cost estimate for hardware and/or Software licenses and associated maintenance. This request will identify the number of units of hardware and/or Software licenses anticipated for each County Site. The request will specify any special needs or considerations for the items requested. These special needs may include, but are not limited to, monitor sizes, configurations, ergonomics, specialized software, or color printers. The request will also identify whether the County will install all, some, or none of the items requested and whether the County will provide any ongoing technical support that may be necessary.

4.2.3. Upon receiving a change order request from the County for hardware and/or Software licenses, the Consortium will forward the change order to the Primary Project Vendor for a cost estimate that will be provided in accordance with the procedures in the Consortium agreements with the Primary Project Vendor, including estimates with all appropriate costs for the items specified in the request as well as all other hardware and/or Software licenses and hardware maintenance that is necessary to ensure compliance with Consortium specifications. Such other hardware may include, but is not limited to, network and Central Equipment, such as switches, routers, and servers. The Consortium Staff will forward the estimate to the appropriate County Staff following receipt of the estimate from the Primary Project Vendor Staff.

4.2.4. Once the applicable APD is approved, the County will be responsible for providing written approval, from the State, of the cost estimate to the Consortium. The Consortium will not take any steps to authorize the procurement of the hardware and/or Software licenses until such written authorization is provided. Any increases in the cost estimate must also be approved in writing by the County.

4.2.5. The Consortium Staff will authorize the purchase of the hardware and/or Software licenses after approval of the cost estimate from the Member. The Project Staff will ensure that the requested items are ordered in a timely manner and in compliance with the approved cost estimate.

4.2.6. All Local Equipment and hardware procured under this MOU will become County property unless otherwise agreed to by the Executive Director or designee and County. All Software licenses which are purchased by Consortium for use with the System(s) shall be retained by the Consortium and County will be granted permission to use the Software pursuant to such licenses, unless otherwise agreed to by the Executive Director or designee and County. County shall be responsible to Consortium for costs associated with acquisition of Software licenses required for County use which are purchased through the Consortium. The County will track and manage property in accordance with mutually agreed upon inventory and accounting practices and procedures identified in the System Operations and Support Plan (hereafter "SOSP"). If County and Consortium are unable to agree upon inventory and accounting practices and procedures, County shall track and manage property in accordance with its inventory and accounting practices and procedures. The Consortium shall provide operational support of all hardware in accordance with Consortium procedures and the county network model, unless otherwise agreed to by the Executive Director or designee and Member.

4.2.7. The County will be responsible for the installation of all electrical and data cabling to support any necessary additional hardware at the County Site(s) unless otherwise agreed to by the Executive Director or designee. Electrical cabling will be installed in compliance with the County's current practices for such installations. Data cabling will be installed and tested per the standards identified in the SOSP. Data cabling test results will be provided to the Consortium for their review.

4.2.8. The County will be responsible for the costs associated with the ordering and installation of data circuits between the local County Site(s) and the applicable data centers, unless otherwise agreed by the Executive Director or designee. The County will work with the Primary Project Vendor Staff to ensure that the data circuit is of appropriate bandwidth in accordance with Consortium specifications.

4.2.9. Following the receipt, installation and acceptance of the hardware and/or Software licenses, the County will transfer to the Consortium an amount sufficient to satisfy the Consortium's actual expenditures for the hardware and/or Software licenses based on

invoice documentation provided by the Consortium.

4.3. Separate Services.

4.3.1. The County may, at its sole discretion, prepare and submit to the Consortium a change order to request Separate Services to be performed by the Primary Project Vendor or other project vendors. This request will identify the type(s) of Separate Services sought for each County Site and specify any special needs or considerations for the requested Separate Services. The Consortium, upon receiving a change order request, will forward the change order to the Primary Project Vendor or other project vendors for a cost estimate, including estimates with all appropriate costs for the services specified in the request. The Consortium will also ensure that such services are appropriately related to the System(s). Any applicable terms, conditions, and limitations of any agreements that provide for such services shall remain applicable.

4.3.2. The County and Consortium will ensure that such Separate Services are performed in a timely manner and in compliance with the cost estimate provided by the Primary Project Vendor or other project vendors. The County will communicate with the Consortium regarding the progress of the Separate Services and any issues that may affect the Consortium or the System(s).

4.4. Development of Procedures for Acceptance/Rejection of Deliverables. The Parties agree to develop and implement procedures for the timely acceptance or rejection of Deliverables that may need to be reviewed by Member as necessary for the Project.

4.5. Ownership of Accepted Deliverables. The Parties agree that all rights, titles and interests to Deliverables accepted by County pursuant to the procedures developed as called for under Section 4.4 (Development of Procedures for Acceptance/Rejection of Deliverables) shall not pass to the County except as defined by this MOU or further agreed to in writing.

4.6. Sharing of Business Records. Notwithstanding Section 2.4 (Fiscal Responsibilities and Claiming) herein, and that not otherwise limited/restricted/prohibited by law or applicable privilege, to ensure financial accountability of the Consortium and County, the Parties

agree to cooperate in the disclosure to the other Members all business records, including, but not limited to, certified copies of records of all accounts, funds and monies for the Project.

4.7. Access to Books and Records by Regulatory Agencies.

The Parties agree to maintain and make available for inspection sufficient records, files, documentation that are not otherwise limited/restricted/prohibited by law or applicable privilege, necessary in the case of audit by the State or Federal, or other regulatory agency.

4.8. Dispute Resolution. The Parties agree that the resolution of any dispute between them related to Consortium business, whatsoever, shall be sought through the following procedures:

4.8.1. The Parties shall use their reasonable best efforts to resolve disputes arising in the normal course of business at the lowest organizational level between the Party's staff with appropriate authority to resolve the disputes. When a dispute arises between the Consortium and the County that cannot be resolved in the normal course of business, the Executive Director and County Director will work in good faith to resolve the dispute. If the Executive Director and County Director cannot resolve the disputed issue (s) within five business days, the matter shall be escalated to the Board of Directors of the Consortium for resolution.

4.9. No Alteration of JPA. The Parties agree that entering into this MOU or performing as provided hereunder shall not in any way change the obligations, rights or authority of the Parties as set forth in the JPA Agreement establishing the Consortium between the Counties. Should any provision of this MOU conflict with any provision of the JPA Agreement, the provision of the JPA Agreement shall prevail.

4.10. Transfer of Impaired Devices.

4.10.1. Transfer of Impaired Devices.

A. Transfer of Impaired Devices. County conveys, assigns and transfers to Consortium, and Consortium hereby accepts from County, all right, title and interest of County in and to all of the Impaired Devices on the terms and conditions set forth herein. County is responsible for removing all County Purchased Software and Data

prior to the transfer of an Impaired Device to the Consortium, to the extent possible. County hereby authorizes Consortium to remove any and all County Purchased Software and Data if County is unable to remove prior to transfer.

B. Liability for Impaired Devices. Consortium shall be responsible for any liabilities or obligations associated with or related to the Impaired Devices that occur after the Impaired Device transfer date.

4.10.2. Transfer Events.

A. County to Consortium. The transfer of each Impaired Device from County to Consortium shall be effective on an ongoing basis, when Consortium and County execute an equipment transfer.

4.10.3. Disclaimers of Representations and Warranties.

A. County. COUNTY IS TRANSFERRING, ASSIGNING AND CONVEYING THE IMPAIRED DEVICES ON AN "AS IS" BASIS TO CONSORTIUM. COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE IMPAIRED DEVICES AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE FOR THE IMPAIRED DEVICES, AS WELL AS ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE. COUNTY DOES NOT REPRESENT OR WARRANT THAT THE IMPAIRED DEVICES WILL MEET CONSORTIUM'S REQUIREMENTS, OR THAT THE IMPAIRED DEVICES WILL BE FREE FROM DEFECTS, DEFICIENCIES, PROBLEMS OR ERRORS.

THIS DISCLAIMER IS NOT INTENDED TO VOID ANY WARRANTIES THAT MAY BE AVAILABLE FROM THE MANUFACTURER OR SELLER OF THE IMPAIRED DEVICES, WHICH SHALL PASS TO THE CONSORTIUM AS APPROPRIATE.

B. Manufacturer's Warranties. The disclaimers in

Sections 4.10.3 above notwithstanding, each party assigns to the other party all of the manufacturer's warranties and indemnities relating to the Impaired Devices transferred pursuant to the provisions set forth herein. Such assignment shall take effect upon the applicable transfer date and is subject to all of the terms and conditions imposed by the manufacturers.

4.10.4. Limitations of Liability and Exclusive Remedies.

A. Limitations and Disclaimers of Liability. In no event shall County, Consortium, the Members comprising Consortium, or their contractors, agents, officers, directors, or employees be liable for any losses, expenses, claims or damages of any kind or nature including, but not limited to, direct, indirect, consequential, special or incidental damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business opportunity, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Impaired Devices, any breach of this property transfer by either party, or any other matter hereunder, even if a party has been advised of the possibility of such damages.

B. Exclusive Remedy of Consortium. Consortium acknowledges that County is providing the Impaired Devices as required under applicable state policy and Consortium agrees that Consortium's sole and exclusive remedy for any inability to use an Impaired Device or any other matter under this property transfer shall be that Consortium shall pursue any remedy that has been transferred or assigned by County from the Impaired Device's manufacturer.

4.10.5. Responsibility for Software Licenses.

A. County. County is responsible for removing all County Purchased Software prior to the transfer of an Impaired Device to the Consortium, to the extent possible. County hereby appoints Consortium as County's agent for the sole purpose of removing any County Purchased Software contained on any and all Impaired Devices County transfers to Consortium, if County is unable to remove prior to transfer.

Subject to the provisions of Section 4.2.6 herein, County shall retain all rights and obligations associated with any license to County

Purchased Software contained on any Impaired Device that County transfers to Consortium.

B. Consortium. Consortium shall, acting as agent of the County, remove any and all County Purchased Software from Impaired Devices that Consortium receives from County, if County is unable to remove prior to transfer. Consortium shall not acquire any rights or obligations associated with any license to County Purchased Software contained on any Impaired Device that Consortium receives from County.

4.10.6. Expenses. Each party shall pay their own expenses and fees incidental to the preparation and execution of this property transfer and the obtaining of necessary approvals thereof, including fees and expenses of its counsel, accountants and other experts.

V. TERM/TERMINATION/MODIFICATIONS

5.1 Term. The MOU shall commence on September 1, 2017 ("Effective Date") and shall remain in effect so long as the Member is a member of the Consortium, unless terminated as specified herein.

5.2 Condition Precedent-State and Federal Funding. The Parties agree that their respective obligations under this MOU are contingent upon State and Federal financial participation in the Project and the Consortium. In the event that such funds are not forthcoming for any reason, either Party shall notify the other and shall have the right to terminate the MOU.

5.3 Termination of Consortium or County's Consortium Membership. The MOU shall immediately terminate upon the termination of the Consortium's Joint Powers Authority or County's membership in the Consortium's Joint Powers Authority.

5.4 Debts and Liabilities Upon Termination. Should this MOU terminate as provided herein, the debts, liabilities, and/or obligations of the Consortium shall remain those of the Consortium.

5.5 Entire Agreement/Amendments. This MOU constitutes the entire MOU between the Parties hereto with respect to the subject matter hereof and all prior or contemporaneous MOUs or other

agreements of any kind or nature relating to the same shall be deemed merged herein. Except as provided herein, any modifications to, or termination of, this MOU must be in writing and signed by the Parties.

VI. MISCELLANEOUS PROVISIONS

6.1 Notices. Written notices provided hereunder shall be sufficient addressed to the offices listed below and shall be deemed given upon deposit in the U.S. mail, first class, postage prepaid.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Alpine

By:

Terry Woodrow, Chair
Board of Supervisors

Approved As to Form
Alpine County Counsel

By:

David Prentice

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Amador

By:

Richard M. Foster, Chair
Board of Supervisors

Approved As to Form
Amador County Counsel

By:

Gregory Gillott

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Butte

By:

Bill Connelly, Chair
Board of Supervisors

Approved As to Form
Butte County Counsel

By:

Bruce Alpert

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Calaveras

By:

Michael Oliveria, Chair
Board of Supervisors

Approved As to Form
Calaveras County Counsel

By:

Julie Moss-Lewis

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Colusa

By:

Gary J. Evans, Chair
Board of Supervisors

Approved As to Form
Colusa County Counsel

By:

Marcos Kropf

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Del Norte

By:

Chris Howard, Chair
Board of Supervisors

Approved As to Form
Del Norte County Counsel

By:

Elizabeth Cable

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of El Dorado

By:

Shiva Frentzen, Chair
Board of Supervisors

Approved As to Form
El Dorado County Counsel

By:

Michael Ciccozzi

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Glenn

By:

Keith Corum, Chair
Board of Supervisors

Approved As to Form
Glenn County Counsel

By:

Alicia Ekland

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By: _____

_____, Chair
Board of Directors

Dated: _____

County:

County of Humboldt

By: _____

Virginia Bass, Chair
Board of Supervisors

Approved As to Form
Humboldt County Counsel

By: _____

Hilary Finch

(Title)

Attest: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Imperial

By:

Michael W. Kelley, Chair
Board of Supervisors

Approved As to Form
Imperial County Counsel

By:

Katherine Turner

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Inyo

By:

Mark Tillemans, Chair
Board of Supervisors

Approved As to Form
Inyo County Counsel

By:

Marshall Rudolph

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Kern

By:

Zack Scrivner, Chair
Board of Supervisors

Approved As to Form
Kern County Counsel

By:

Bryan Walters

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Kings

By:

Craig Pedersen, Chair
Board of Supervisors

Approved As to Form
Kings County Counsel

By:

Colleen Carlson

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Lake

By:

Jeff Smith, Chair
Board of Supervisors

Approved As to Form
Lake County Counsel

By:

Anita Grant

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Lassen

By:

Aaron Albaugh, Chair
Board of Supervisors

Approved As to Form
Lassen County Counsel

By:

Bob Burns

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Los Angeles

By:

Mark Ridley-Thomas, Chair
Board of Supervisors

Approved As to Form
Los Angeles County Counsel

By:

Truc Moore

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Madera

By:

Max Rodriquez, Chair
Board of Supervisors

Approved As to Form
Madera County Counsel

By:

Dale Bacigalupi

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Marin

By:

Judy Arnold, Chair
Board of Supervisors

Approved As to Form
Marin County Counsel

By:

Jenna Brady

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Mariposa

By:

Marshall Long, Chair
Board of Supervisors

Approved As to Form
Mariposa County Counsel

By:

Steven Dahlem

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Mendocino

By:

John McCowen, Chair
Board of Supervisors

Approved As to Form
Mendocino County Counsel

By:

Katharine Elliott

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Merced

By:

Derek McDaniel, Chair
Board of Supervisors

Approved As to Form
Merced County Counsel

By:

Claire Lai

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Modoc

By:

Geri Byrne, Chair
Board of Supervisors

Approved As to Form
Modoc County Counsel

By:

Margaret Long

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Mono

By:

Stacy Corless, Chair
Board of Supervisors

Approved As to Form
Mono County Counsel

By:

Stacey Simon

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Monterey

By:

Mary L. Adams, Chair
Board of Supervisors

Approved As to Form
Monterey County Counsel

By:

Anne Brereton

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Napa

By:

Belia Ramos, Chair
Board of Supervisors

Approved As to Form
Napa County Counsel

By:

Susan Altman

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Nevada

By:

Hank Weston, Chair
Board of Supervisors

Approved As to Form
Nevada County Counsel

By:

Scott McLeran

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Plumas

By:

Lori Simpson, Chair
Board of Supervisors

Approved As to Form
Plumas County Counsel

By:

R. Craig Settlemyre

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Riverside

By:

John F. Tavaglione, Chair
Board of Supervisors

Approved As to Form
Riverside County Counsel

By:

Eric Stopher

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Benito

By:

Jaime De La Cruz, Chair
Board of Supervisors

Approved As to Form
San Benito County Counsel

By:

Irma Valencia

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Bernardino

By:

Robert A. Lovingood, Chair
Board of Supervisors

Approved As to Form
San Bernardino County Counsel

By:

Kristina Robb

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of San Joaquin

By:

Charles Winn, Chair
Board of Supervisors

Approved As to Form
San Joaquin County Counsel

By:

Kimberly D. Johnson

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Shasta

By:

David Kehoe, Chair
Board of Supervisors

Approved As to Form
Shasta County Counsel

By:

Alan Cox

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Sierra

By:

Peter W. Huebner, Chair
Board of Supervisors

Approved As to Form
Sierra County Counsel

By:

David Prentice

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Siskiyou

By:

Michael N. Kobseff, Chair
Board of Supervisors

Approved As to Form
Siskiyou County Counsel

By:

Brad W. Sullivan

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Stanislaus

By:

Vito Chiesa, Chair
Board of Supervisors

Approved As to Form
Stanislaus County Counsel

By:

Carrie Stephens

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Sutter

By:

Jim Whiteaker, Chair
Board of Supervisors

Approved As to Form
Sutter County Counsel

By:

Jean Jordan

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Tehama

By:

Dennis Garton, Chair
Board of Supervisors

Approved As to Form
Tehama County Counsel

By:

Sarah Dickinson

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Trinity

By:

John Fenley, Chair
Board of Supervisors

Approved As to Form
Trinity County Counsel

By:

Margaret Long

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By:

_____, Chair
Board of Directors

Dated: _____

County:

County of Tuolumne

By:

Sherri Brennan, Chair
Board of Supervisors

Approved As to Form
Tuolumne County Counsel

By:

Sarah Carrillo

(Title)

Attest:

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _____

Consortium:

California Automated Consortium
Eligibility System

By: _____

_____, Chair
Board of Directors

Dated: _____

County:

County of Yuba

By: _____

Randy Fletcher, Chair
Board of Supervisors

Approved As to Form

Yuba County Counsel

By: Courtney C. Allen

Angil Morris-Jones

Interim County Counsel

(Title)

Attest: _____

The County of Yuba



TO: Board of Supervisors

FROM: Health and Human Services Department
Jennifer Vasquez, Director
Pamela Morasch, Deputy Director

SUBJECT: Health and Human Services Department: Approve memorandum of understanding with Sutter County Health and Human Services Department

DATE: July 11, 2017

NUMBER: 273/2017

Recommendation

It is recommended that the Board of Supervisors approve the attached Memorandum of Understanding (MOU) between Yuba County, on behalf of its Health and Human Services Department, and Sutter County Health and Human Services Department.

Background

Assembly Bill 636 (Steinberg), Chapter 678, Statutes of 2001, enacted the Child Welfare Services Outcomes and Accountability Act of 2001 which required the California Department of Social Services to establish the California Child and Family Services Report (C-CFSR) process. The purpose of the C-CFSR is to strengthen the accountability system used in California to monitor and assess the quality of services provided on behalf of youth in the foster care system. The C-CFSR is comprised of county child welfare system reviews and maximizes compliance with federal regulations for the receipt of federal Title IV-E and Title IV-B funds.

Discussion

HHSD would like to enter into an MOU with Sutter County Child Welfare Services to conduct qualitative Federal Case Reviews for sensitive cases which the reviewer had any oversight responsibility, supervision, or case decision making responsibilities. The purpose of examining practices is to assess child welfare practices and the use of evidence-based practices to ensure conformity with Title IV-E and Title IV-B child welfare requirements.

Committee Action: (Omit if to Committee)

The Human Services Committee recommended approval on June 27, 2017.

Fiscal Impact:

Approval of this request will not impact County general funds.

Attachments

273/2017 - MOU with Sutter County Health & Human Services Department

**MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND
SUTTER COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT**

This Memorandum of Understanding (hereafter "MOU") is effective as of the date of execution set forth below by and between the Yuba County Health and Human Services Department, (hereafter "YCHHSD") and Sutter County Health and Human Services Department (hereafter "SCHHSD"), hereafter collectively referred to as "the Parties" for the provision of reciprocal qualitative case reviews for the purpose of examining practices and ensuring conformity with 42 United States Code Service (USCS) §§ 621 et seq. (hereafter "Title IV-E") and 42 USCS §§ 670 et seq. (hereafter "Title IV-B") requirements.

RECITALS

WHEREAS,

- a. YCHHSD is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. SCHHSD is a department of the County of Sutter and overseen by the Sutter County Board of Supervisors; and
- c. Both departments are responsible for providing protective services to the children of their respective county; and
- d. Both departments are required to implement a case review system to meet the case review requirements for the Federal Child and Family Services Review (CFSR) to ensure conformity to federal child welfare requirements, Title IV-B and IV-E; and
- e. Situations may arise (i.e. review of sensitive cases, conflicts of interest, or inability to complete reviews) that necessitate collaboration between the departments to complete case reviews on the others behalf.

NOW, THEREFORE, YCHHSD and SCHHSD hereto mutually agree as follows:

1. TERM

This MOU shall be effective when all parties have signed and shall remain in full force and effect until terminated in accordance with Provision 7, TERMINATION.

2. DESIGNATED REPRESENTATIVES

Jennifer Vasquez, Director, is the authorized representative of County and will administer this Agreement for YCHHSD. Nancy O'Hara, Director, Sutter County Health and Human Services Department, Welfare and Social Services Division, is the authorized representative for SCHHSD. Changes in designated representatives shall occur only by advance written notice to the other party.

3. QUALITATIVE CASE REVIEWS

Should the aforementioned situation(s) arise which necessitate close collaboration between YCHHSD and SCHHSD to complete case review requirements, the parties shall ensure:

- 3.1** Staff conducting case reviews have successfully completed all components of the case review certification process and are certified to complete federal case reviews;
- 3.2** Cases are reviewed in accordance with the criteria described in the California Department of Social Services, Children and Family Services Division, Child Welfare Services Case Review Policies and Procedures Manual (<http://www.childsworld.ca.gov/res/CFSR/CaseReviewPoliciesProceduresManual.pdf>);
- 3.3** Case reviewers complete their reviews using an unmodified electronic version of the federal Child and Family Services Reviews Onsite Review Instrument (OSRI) published by the Administration for Children and Families;
- 3.4** Case reviews are submitted through the Online Monitoring System (OMS);
- 3.5** Cases are submitted for County level quality assurance (QA) as soon as practicable after entering in OMS by case reviewer;
- 3.6** That County level QA staff schedule meeting(s) with the reviewer to debrief the case, review the ratings and the reasons for the ratings. This is shared with County level QA staff in county where case originated.

4. CONFIDENTIALITY

All exchanged information by each party and use and disclosure of such information under this MOU shall be in strict conformation with all applicable Federal, State and/or local laws and regulations relating to confidentiality including, but not limited to, the California Confidentiality of Medical Information Act (California Civil

Code Section 56 *et seq.*), Welfare and Institutions Code Sections 5328 *et seq.*, 10850 and 14100.2, Health and Safety Code Sections 11977 and 11812.22, California Code of Regulations Section 51009, and 42 Code of Federal Regulations Section 2.1 *et seq.*, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and associated regulations at 45 CFR Parts 160, 162, and 164; the California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19-000, the California Department of Health Services Medi-Cal Eligibility Manual, Section 2H, and the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Yuba to assure that all applications and records concerning program recipients shall be kept confidential and shall not be opened to examination, publicized, disclosed or used for any purpose not directly connected with administration of the program.

Each party shall inform all of its employees of the applicable confidentiality laws and regulations and that any person knowingly and intentionally violating such laws and regulations may be guilty of a misdemeanor (Welfare & Institutions Code 10850).

Each party is responsible for monitoring its compliance with all State and Federal statutes and regulations regarding confidentiality. Each party shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program/services or other uses authorized by law that are not in conflict with requirements of confidentiality.

Each party shall implement administrative, physical and technical safeguards that are reasonable and appropriately protect the confidentiality, integrity and availability of Protected Health Information/Personally Identifiable Information (PHI/PII) that is disclosed or received by the other party.

Each party shall ensure that any agent, including a subcontractor to whom each party provides PHI/PII, or to whom each party provides PHI/PII which is disclosed or received by the other party, is allowable by law and that the agent/subcontractor agrees to the same restrictions and conditions that apply to each party with respect to such information.

The parties agree to take such action as is necessary to amend this MOU as necessary for each party to comply with Federal, State and/or local laws and regulations relating to confidentiality and privacy and security rules.

Each party shall mitigate, to the extent practicable, any harmful effect that is known to each other of a use or disclosure of PHI/PII by each party in violation of the

requirements of this MOU or Federal, State, or local confidentiality laws or regulations.

5. DATA SECURITY

Confidential Client information transmitted to one party by the other by means of electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

Each party shall inform the other in writing within five (5) workings days of any security incident related to confidential data of which each party becomes aware. It is understood that if the security breach incident is not corrected within sixty (60) days of the written notification, each party acknowledges that each Director or designee may terminate this MOU in accordance with Section 1 – Term.

Each party is responsible to immediately notify each other of any breaches or potential breaches of security related to each party's confidential information, data maintained in computer files, program documentation, data processing systems, data files and data processing equipment which stores or processes each other's data internally or externally.

In the event of a breach of security related to confidential client information provided to each other, each party will manage the response to the incident, however, each party may be responsible to issue any notification to affected individuals as required by law or as deemed necessary by each party's discretion. Each party will be responsible for all costs incurred as a result of providing the required notification.

6. GENERAL PROVISIONS

- 6.1. This MOU constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the parties. This MOU may be amended only by the written, mutual consent of both parties.
- 6.2. It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services for a period of seven (7) years upon termination/expiration of this MOU. Therefore, the parties agree to retain such records for the recited seven (7) year period.
- 6.3. The Parties agree that their performance, place of business and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County of Yuba,

the County of Sutter, the State of California, and the United States government.

- 6.4. The Parties agree to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba and/or the County of Sutter including standards set forth in the Injury and Illness Prevention Program.
- 6.5. The Parties warrant that they are knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. The Parties agree that its employees will execute appropriate certifications relating to reporting requirements.
- 6.6. The Parties warrant that they are knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. The Parties agree that its employees will execute appropriate certifications relating to Drug Free Workplace.
- 6.7. YCHHSD shall defend, indemnify, and hold harmless SCHHSD, its elected and appointed councils, boards, commissions, officers, agents from and against any and all claims, causes of action, proceedings, penalties, fines, losses, damages, costs, expenses or other liabilities of whatever nature, including, without limitation, settlement costs and reasonable attorney fees, court costs and other expenses incurred in investigating, prosecuting or defending any claim or action, or any threatened claim or action, which is based upon or arises out of or in connection with the intentional or negligent acts or omissions of YCHHSD in the performance of services rendered under this agreement by YCHHSD, or any of YCHHSD's Officers, agents, employees, contractors or subcontractors, including attorney's fees.
- 6.8. SCHHSD shall defend, indemnify, and hold harmless YCHHSD, its elected and appointed councils, boards, commissions, officers, agents from and against any and all claims, causes of action, proceedings, penalties, fines, losses, damages, costs, expenses or other liabilities of whatever nature, including, without limitation, settlement costs and reasonable attorney fees, court costs and other expenses incurred in investigating, prosecuting or defending any claim or action, or any threatened claim or action, which is based upon or arises out of or in connection with the intentional or negligent acts or omissions of SCHHSD in the performance of services rendered under this agreement by SCHHSD, or any of SCHHSD's Officers, agents, employees, contractors or subcontractors, including attorney's fees.

6.9. The Parties shall produce and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the respective Parties, their agents, representatives, employees or subcontractors.

6.10. This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

7. TERMINATION

Notwithstanding any other provision of this MOU, this MOU may be terminated by either party without cause upon thirty (30) days written notice to the other party.

8. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided.

///

///

///

///

Notices shall be addressed as follows:

If to YCHHSD:

Jennifer Vasquez, Director
Yuba County Health and
Human Services Department
5730 Packard Ave., Ste. 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:

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

If to SCHHSD:

Lori Harrah, Assistant Director,
Sutter County Health and Human
Services Department, Welfare
and Social Services
P.O. Box 1535
Yuba City, CA 95992

With a copy to:

County Counsel
County of Sutter
1160 Civic Center Drive, Ste. C
Yuba City, CA 95993

IN WITNESS WHEREOF, this MOU has been executed as follows:

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: _____
Jennifer Vasquez, Director

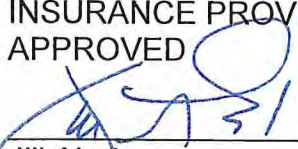
Date: _____

YUBA COUNTY BOARD OF SUPERVISORS

By: _____
Chair

Date: _____

INSURANCE PROVISIONS
APPROVED



Jill Abel,
Human Resources Director
& Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil P. Morris-Jones

ATTEST: DONNA STOTTLEMEYER
YUBA COUNTY CLERK OF THE BOARD

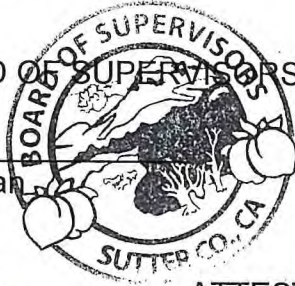
SUTTER COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: Nancy O'Hara
Nancy O'Hara, Director,
Sutter County Health and Human Services
Department, Welfare and Social Services

Date: 4-24-17

SUTTER COUNTY BOARD OF SUPERVISORS

By: Jim Whiteaker
Jim Whiteaker, Chairman



Date: 5/23/17

APPROVED AS TO FORM
SUTTER COUNTY COUNSEL
BOARD

By: Jean Jordan
Jean Jordan

ATTEST: DONNA M. JOHNSTON
SUTTER COUNTY CLERK OF THE

Alison Weaver, Deputy

The County of Yuba

Human Resources and Organizational Services



TO: Board of Supervisors

FROM: Human Resources and Organizational Services, Jill Abel

SUBJECT: Human Resources: Adopt Resolution revising the Classification System - Basic Salary/Hourly Schedule in its entirety as set forth in Attachment A effective July 1, 2017 as it relates to the CAO recommended 2017-2018 Fiscal Year budget

DATE: July 11, 2017

NUMBER: 306/2017

RECOMMENDATION:

Adopt the attached Resolution revising the Classification System – Basic Salary / Hourly Schedule in its entirety as set forth in Attachment “A” effective July 1, 2017 as it relates to the CAO recommended 2017-2018 Fiscal Year budget.

DISCUSSION:

The Classification System – Basic Salary/Hourly Schedule is brought to the Board at different times throughout the year to reflect changes in compensation and classifications. The attached schedule reflects changes as it relates to the CAO recommended 2017-2018 Fiscal Year Budget as well as equity, salary adjustments and the Cost of Living Adjustment (COLA) increase which was negotiated in the MOU's between the County of Yuba and the following union and non-union affiliations effective **July 1, 2017:**

1. **Probation Peace Officer Association (PPOA):** A 2% COLA and a 2.5% equity adjustment for the Juvenile Corrections Officer series and a 2% equity adjustment for the Deputy Probation Officer series.
2. **MSA:** A 2% COLA for all classifications and a 1% equity adjustment for specified classifications that were below the mean based on classification comparisons in the surrounding Counties of Butte, Sutter, Nevada, and Yolo.

3. **DSA:** A 2% COLA for all classifications and equity adjustments for specified classifications that were below the mean based on classification comparisons in the surrounding Counties of Butte, Sutter, Nevada, and Yolo. The equity adjustments are as follows: An 8% equity adjustment for Deputy Sheriff and Deputy Sheriff Trainee classifications; a 2% equity adjustment for the Correctional Officer classification; a 3% equity adjustment to the District Attorney Investigator classification; a 2.5% equity adjustment for the Welfare Fraud Investigator classification; and a 1% equity for the Evidence Technician and Public Dispatcher classifications.
4. **Non-Represented Units:** Consistent with previous agreements for Safety employees, benefits are typically applied to Non-Represented Safety employees (Managers, Department Heads and Elected Officials) consistent with their employees' respective affiliation. A 2% COLA for all classifications in the Non-Represented Safety Management classifications. In addition to the 2% COLA, the Non-Represented Safety Management in the Probation Department (excluding the Deputy Superintendent) shall receive a 2% market adjustment. The Sheriff's Captain shall receive a 3% equity adjustment in addition to the 2% COLA.

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

COMMITTEE ACTION: None – Administrative only

FISCAL IMPACT: None – Administrative only

ATTACHMENTS

Resolution Adopting the Classification System – Basic Salary/Hourly Schedule in its entirety
July 2017 Salary Schedule with Merit-Longevity
July 2017 Extra Help Salary Schedule
July 2017 Elected Salary Schedule

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION ADOPTING THE
CLASSIFICATION SYSTEM – BASIC SALARY/
HOURLY SCHEDULE IN ITS ENTIRETY

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary Schedule shall be adopted as follows effective **July 1, 2017**

IN ITS ENTIRETY 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: Courtney Abril
County Counsel

By: _____

By: Courtney C. Abril

YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
EFFECTIVE DATE: July 2017

			PAY RATE						LONGEVITY			
			MINIMUM MONTHLY SALARY (BASE)		PRIOR TO 7/1/13		POST 7/1/13		PRIOR TO 7/1/13		POST 7/1/13	
CODE	CLASSIFICATION	BARG UNIT	MONTHLY SALARY (BASE)	MINIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE
AAUD-1	ACCOUNTANT-AUDITOR I	4	3,659	21.11	4,450	25.67	4,757	27.44	5,818	33.57	4,940	28.50
AAUD-2	ACCOUNTANT-AUDITOR II	4	3,999	23.07	4,863	28.06	5,199	29.99	6,359	36.69	5,399	31.15
ACAS-1	ACCOUNTING ASSISTANT I	1	2,350	13.56	2,858	16.49	3,055	17.63	3,737	21.56	3,173	18.31
ACAS-2	ACCOUNTING ASSISTANT II	1	2,566	14.80	3,121	18.01	3,336	19.25	4,080	23.54	3,465	19.99
ACSP	ACCOUNTING SPECIALIST	1	2,805	16.18	3,411	19.68	3,647	21.04	4,460	25.73	3,787	21.85
ATEC	ACCOUNTING TECHNICIAN	3	3,062	17.67	3,724	21.48	3,981	22.97	4,869	28.09	4,134	23.85
AASU	ADMINISTRATION & ACCOUNTING SUPERVISOR	5	3,883	22.40	4,722	27.24	5,048	29.12	6,174	35.62	5,243	30.25
AAHS	ADMINISTRATIVE ANALYST - HUMAN SERV	4	4,242	24.47	5,159	29.76	5,515	31.82	6,745	38.91	5,727	33.04
AAAN-1	ADMINISTRATIVE ANALYST I	4	4,118	23.76	5,008	28.89	5,354	30.89	6,548	37.78	5,560	32.08
AAAN-2	ADMINISTRATIVE ANALYST II	4	4,637	26.75	5,639	32.53	6,029	34.78	7,373	42.54	6,260	36.12
ASMR	ADMINISTRATIVE SERVICES MANAGER	8	5,214	30.08	6,341	36.58	6,779	39.11	8,291	47.83	7,039	40.61
ASOF-1	ADMINISTRATIVE SERVICES OFFICER I	8	4,242	24.47	5,159	29.76	5,515	31.82	6,745	38.91	5,727	33.04
ASOF-2	ADMINISTRATIVE SERVICES OFFICER II	8	4,637	26.75	5,639	32.53	6,029	34.78	7,373	42.54	6,260	36.12
ADTC	ADMINISTRATIVE TECHNICIAN	4	3,449	19.90	4,194	24.20	4,484	25.87	5,484	31.64	4,657	26.87
AGSE	AG COMMISSIONER/SEALER OF WGTS & MEASURERS	8	8,879	51.23	10,797	62.29	11,543	66.59	14,118	81.45	11,987	69.16
AGMS-1	AG WEIGHTS & MEASURES SPECIALIST I	4	3,883	22.40	4,722	27.24	5,048	29.12	6,174	35.62	5,243	30.25
AGMS-2	AG WEIGHTS & MEASURES SPECIALIST II	4	4,242	24.47	5,159	29.76	5,515	31.82	6,745	38.91	5,727	33.04
AGMS-3	AG WEIGHTS & MEASURES SPECIALIST III	4	4,637	26.75	5,639	32.53	6,029	34.78	7,373	42.54	6,260	36.12
ARMG	AIRPORT MANAGER	8	5,700	32.88	6,932	39.99	7,410	42.75	9,063	52.29	7,695	44.39
ANCO	ANIMAL CARE SERVICES OFFICER	2	2,890	16.67	3,515	20.28	3,757	21.68	4,596	26.52	3,902	22.51
ACTE	ANIMAL CARE TECHNICIAN	2	2,420	13.96	2,943	16.98	3,146	18.15	3,848	22.20	3,267	18.85

YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
EFFECTIVE DATE: July 2017

CODE	CLASSIFICATION	BARG UNIT	PAY RATE						LONGEVITY			
			MINIMUM		PRIOR TO 7/1/13		POST 7/1/13		PRIOR TO 7/1/13		POST 7/1/13	
			MONTHLY SALARY (BASE)	MINIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE
APSP	APPEALS SPECIALIST	3	3,879	22.38	4,717	27.21	5,043	29.09	6,168	35.58	5,237	30.21
ASAS-1	ASSESSMENT ASSISTANT I	1	2,420	13.96	2,943	16.98	3,146	18.15	3,848	22.20	3,267	18.85
ASAS-2	ASSESSMENT ASSISTANT II	1	2,642	15.24	3,213	18.54	3,435	19.82	4,201	24.24	3,567	20.58
ASSP	ASSESSMENT SPECIALIST	1	2,974	17.16	3,617	20.87	3,867	22.31	4,729	27.28	4,015	23.16
ASUP	ASSESSMENT SUPERVISOR	5	3,883	22.40	4,722	27.24	5,048	29.12	6,174	35.62	5,243	30.25
AASR	ASSISTANT ASSESSOR	8	7,437	42.91	9,044	52.18	9,669	55.78	11,825	68.22	10,040	57.92
AACR	ASSISTANT AUDITOR-CONTROLLER	8	7,437	42.91	9,044	52.18	9,669	55.78	11,825	68.22	10,040	57.92
ACPO	ASSISTANT CHIEF PROBATION OFFICER	8	8,283	47.79	10,073	58.11	10,768	62.12	13,170	75.98	11,183	64.52
ASCA	ASSISTANT COUNTY ADMINISTRATOR	8	10,912	62.95	13,269	76.55	14,186	81.84	17,351	100.10	14,732	84.99
ASEN	ASSISTANT ENGINEER	4	5,066	29.23	6,161	35.54	6,586	38.00	8,055	46.47	6,840	39.46
ASPM	ASSISTANT HHS PROGRAM MANAGER	8	5,371	30.99	6,532	37.68	6,983	40.29	8,540	49.27	7,251	41.83
AHRA	ASSISTANT HUMAN RESOURCES ANALYST	11	3,767	21.73	4,581	26.43	4,898	28.26	5,990	34.56	5,086	29.34
AHRD	ASSISTANT HUMAN RESOURCES DIRECTOR	8	7,438	42.91	9,045	52.18	9,670	55.79	11,827	68.23	10,042	57.93
ASPW	ASSISTANT PUBLIC WORKS SUPERINTENDENT	5	4,242	24.47	5,159	29.76	5,515	31.82	6,745	38.91	5,727	33.04
ASSU	ASSISTANT SURVEYOR	4	5,066	29.23	6,161	35.54	6,586	38.00	8,055	46.47	6,840	39.46
ASCI	ASSOCIATE CIVIL ENGINEER	4	6,416	37.02	7,802	45.01	8,341	48.12	10,202	58.86	8,662	49.97
ASOE	ASSOCIATE ENGINEER	4	5,534	31.93	6,730	38.83	7,195	41.51	8,800	50.77	7,471	43.10
ASOS	ASSOCIATE SURVEYOR	4	6,048	34.89	7,355	42.43	7,863	45.36	9,617	55.48	8,165	47.11
ASAG	ASST AG & WGTS & MEASURES COMM	8	6,605	38.11	8,032	46.34	8,587	49.54	10,502	60.59	8,917	51.44
ADRA	ASST DIRECTOR ADMINISTRATIVE SERVICES	8	7,437	42.91	9,044	52.18	9,669	55.78	11,825	68.22	10,040	57.92
ADPL	ASST DIRECTOR OF PLANNING	8	7,889	45.51	9,594	55.35	10,256	59.17	12,544	72.37	10,651	61.45

YUBA COUNTY
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			MONTHLY SALARY (BASE)	MINIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE
ASDR	ASST PUBLIC WORKS DIRECTOR	8	8,368	48.28	10,176	58.71	10,879	62.76	13,306	76.77	11,297	65.18
ASTT	ASST TREASURER AND TAX COLLECTOR	8	7,437	42.91	9,044	52.18	9,669	55.78	11,825	68.22	10,040	57.92
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	48.05
ATTN-3	ATTORNEY III	14	7,366	42.50	8,958	51.68	9,576	55.25	11,712	67.57	9,945	57.38
AUAP-1	AUDITOR-APPRAISER I	4	3,553	20.50	4,321	24.93	4,619	26.65	5,650	32.60	4,797	27.68
AUAP-2	AUDITOR-APPRAISER II	4	3,879	22.38	4,717	27.21	5,043	29.09	6,168	35.58	5,237	30.21
AUAP-3	AUDITOR-APPRAISER III	4	4,242	24.47	5,159	29.76	5,515	31.82	6,745	38.91	5,727	33.04
BGSU	BUILDING & GROUNDS SUPERVISOR	5	3,880	22.38	4,719	27.23	5,044	29.10	6,170	35.60	5,238	30.22
BUIN-1	BUILDING INSPECTOR I	3	3,879	22.38	4,717	27.21	5,043	29.09	6,168	35.58	5,237	30.21
BUIN-2	BUILDING INSPECTOR II	3	4,239	24.46	5,155	29.74	5,511	31.79	6,741	38.89	5,723	33.02
BUIN-3	BUILDING INSPECTOR III	3	4,637	26.75	5,639	32.53	6,029	34.78	7,373	42.54	6,260	36.12
BMCU	BUILDING MAINTENANCE CUSTODIAN	2	2,216	12.78	2,695	15.55	2,881	16.62	3,524	20.33	2,992	17.26
BMTE-1	BUILDING MAINTENANCE TECHNICIAN I	2	2,805	16.18	3,411	19.68	3,647	21.04	4,460	25.73	3,787	21.85
BMTE-2	BUILDING MAINTENANCE TECHNICIAN II	2	3,067	17.69	3,730	21.52	3,988	23.01	4,877	28.14	4,141	23.89
BUYR-1	BUYER I	4	3,449	19.90	4,194	24.20	4,484	25.87	5,484	31.64	4,657	26.87
BUYR-2	BUYER II	4	3,767	21.73	4,581	26.43	4,898	28.26	5,990	34.56	5,086	29.34
CDRT-1	CADAstral DRAFTING TECHNICIAN I	3	2,975	17.16	3,618	20.87	3,868	22.32	4,731	27.29	4,017	23.18
CDRT-2	CADAstral DRAFTING TECHNICIAN II	3	3,350	19.33	4,074	23.50	4,355	25.13	5,327	30.73	4,523	26.09
CMGR-1	CASE MANAGER I	3	2,805	16.18	3,411	19.68	3,647	21.04	4,460	25.73	3,787	21.85
CMGR-2	CASE MANAGER II	3	3,157	18.21	3,839	22.15	4,105	23.68	5,020	28.96	4,262	24.59

YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
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			MINIMUM		PRIOR TO 7/1/13		POST 7/1/13		PRIOR TO 7/1/13		POST 7/1/13	
			MONTHLY SALARY (BASE)	MINIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE
CMGR-3	CASE MANAGER III	3	3,350	19.33	4,074	23.50	4,355	25.13	5,327	30.73	4,523	26.09
CCMG	CCS CASE MANAGER	3	3,157	18.21	3,839	22.15	4,105	23.68	5,020	28.96	4,262	24.59
CBOF	CHIEF BUILDING OFFICIAL	8	7,217	41.64	8,776	50.63	9,383	54.13	11,476	66.21	9,743	56.21
CDAI	CHIEF DA INVESTIGATOR	7	5,427	31.31	6,600	38.08	7,056	40.71	8,629	49.78	7,327	42.27
CDAI	CHIEF DEPUTY ASSESSOR - ADMINISTRATION	8	4,917	28.37	5,980	34.50	6,393	36.88	7,819	45.11	6,638	38.30
CDCC	CHIEF DEPUTY COUNTY COUNSEL	8	9,991	57.64	12,150	70.10	12,989	74.94	15,886	91.65	13,488	77.82
CDDA	CHIEF DEPUTY DISTRICT ATTORNEY	8	9,418	54.33	11,453	66.08	12,244	70.64	14,975	86.39	12,715	73.36
CDTT	CHIEF DEPUTY TREASURER / TAX COLLECTOR	8	4,917	28.37	5,980	34.50	6,393	36.88	7,819	45.11	6,638	38.30
CHIO	CHIEF INFORMATION OFFICER	8	9,701	55.97	11,797	68.06	12,612	72.76	15,425	88.99	13,097	75.56
CPRO	CHIEF PROBATION OFFICER	8	9,600	55.38	11,674	67.35	12,480	72.00	15,264	88.06	12,960	74.77
CSTE	CHILD SUPPORT TECHNICIAN	3	2,492	14.38	3,031	17.49	3,240	18.69	3,963	22.86	3,365	19.41
CLBS	CLERK OF THE BOARD OF SUPERVISORS	8	5,697	32.87	6,928	39.97	7,407	42.73	9,059	52.26	7,691	44.37
CSWR-1	CLINICAL SOCIAL WORKER I	4	5,066	29.23	6,161	35.54	6,586	38.00	8,055	46.47	6,840	39.46
CSWR-2	CLINICAL SOCIAL WORKER II	4	5,534	31.93	6,730	38.83	7,195	41.51	8,800	50.77	7,471	43.10
CEMR	CODE ENFORCEMENT MANAGER	8	7,217	41.64	8,776	50.63	9,383	54.13	11,476	66.21	9,743	56.21
CEOF	CODE ENFORCEMENT OFFICER	3	3,999	23.07	4,863	28.06	5,199	29.99	6,359	36.69	5,399	31.15
CEOF-1	CODE ENFORCEMENT OFFICER I	3	3,768	21.74	4,582	26.43	4,899	28.26	5,992	34.57	5,087	29.35
CEOF-2	CODE ENFORCEMENT OFFICER II	3	4,118	23.76	5,008	28.89	5,354	30.89	6,548	37.78	5,560	32.08
COAS	COMMISSARY ASSISTANT	1	2,420	13.96	2,943	16.98	3,146	18.15	3,848	22.20	3,267	18.85
CMCO	COMMISSARY COORDINATOR	1	3,157	18.21	3,839	22.15	4,105	23.68	5,020	28.96	4,262	24.59
CLAC	COMMUNICATIONS & LEGISLATIVE AFFAIRS	8	6,044	34.87	7,350	42.40	7,858	45.33	9,610	55.44	8,160	47.08

YUBA COUNTY
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CDSA	COMMUNITY DEV & SERV AGENCY DIRECTOR	8	10,594	61.12	12,883	74.33	13,773	79.46	16,845	97.18	14,302	82.51
CSOR	COMMUNITY SERVICES OFFICER	6	3,540	20.42	4,305	24.84	4,602	26.55	5,629	32.48	4,779	27.57
CAPA	CONTRACT & PURCHASING ADMINISTRATOR	4	4,637	26.75	5,639	32.53	6,029	34.78	7,373	42.54	6,260	36.12
CROR	CONTROL ROOM OPERATOR	1	2,492	14.38	3,031	17.49	3,240	18.69	3,963	22.86	3,365	19.41
COOK	COOK	2	2,643	15.25	3,214	18.54	3,436	19.82	4,203	24.25	3,569	20.59
CELV	CORRECTIONAL FACILITY LVN	3	3,768	21.74	4,582	26.43	4,899	28.26	5,992	34.57	5,087	29.35
CFMA	CORRECTIONAL FACILITY MEDICAL ASSISTANT	3	2,644	15.25	3,216	18.55	3,438	19.83	4,204	24.25	3,570	20.60
CFRN	CORRECTIONAL FACILITY RN	4	5,066	29.23	6,161	35.54	6,586	38.00	8,055	46.47	6,840	39.46
CORL	CORRECTIONAL LIEUTENANT	7	6,463	37.29	7,860	45.35	8,402	48.47	10,277	59.29	8,726	50.34
CMTE-1	CORRECTIONAL MAINTENANCE TECHNICIAN I	2	2,805	16.18	3,411	19.68	3,647	21.04	4,460	25.73	3,787	21.85
CMTE-2	CORRECTIONAL MAINTENANCE TECHNICIAN II	2	3,067	17.69	3,730	21.52	3,988	23.01	4,877	28.14	4,141	23.89
CORO	CORRECTIONAL OFFICER	6	3,803	21.94	4,625	26.68	4,944	28.52	6,047	34.89	5,135	29.63
CORS	CORRECTIONAL SERGEANT	7	4,875	28.13	5,928	34.20	6,338	36.57	7,752	44.72	6,582	37.97
COFO	CORRECTIONS FOOD SERVICES SUPERVISOR	5	3,768	21.74	4,582	26.43	4,899	28.26	5,992	34.57	5,087	29.35
CORA	CORRECTIONS RECREATION AIDE	1	2,975	17.16	3,618	20.87	3,868	22.32	4,731	27.29	4,017	23.18
COAD	COUNTY ADMINISTRATOR	8	12,903	74.44	15,691	90.53	16,774	96.77	20,516	118.36	17,420	100.50
COCO	COUNTY COUNSEL	8	11,924	68.79	14,500	83.65	15,502	89.43	18,960	109.38	16,098	92.87
COSU	COUNTY SURVEYOR	8	6,608	38.12	8,036	46.36	8,591	49.56	10,507	60.62	8,921	51.47
CRAN	CRIME ANALYST	6	4,634	26.73	5,635	32.51	6,025	34.76	7,369	42.51	6,256	36.09
CUSU	CUSTODIAL SUPERVISOR	5	2,722	15.70	3,310	19.10	3,539	20.42	4,328	24.97	3,675	21.20
CRSR	CUSTOMER RELATIONS SUPERVISOR	5	4,118	23.76	5,008	28.89	5,354	30.89	6,548	37.78	5,560	32.08

YUBA COUNTY
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DACR	DEPUTY AUDITOR-CONTROLLER	8	6,224	35.91	7,569	43.67	8,092	46.68	9,897	57.10	8,403	48.48
DCBS	DEPUTY CLERK OF THE BOARD OF SUPERVISORS	11	3,449	19.90	4,194	24.20	4,484	25.87	5,484	31.64	4,657	26.87
DCAD	DEPUTY COUNTY ADMINISTRATOR	8	7,438	42.91	9,045	52.18	9,670	55.79	11,827	68.23	10,042	57.93
DCES	DEPUTY COUNTY ADMINISTRATOR - EMERGENCY	8	7,438	42.91	9,045	52.18	9,670	55.79	11,827	68.23	10,042	57.93
DCCR	DEPUTY COUNTY CLERK-RECORDER	8	6,224	35.91	7,569	43.67	8,092	46.68	9,897	57.10	8,403	48.48
DCCL-1	DEPUTY COUNTY COUNSEL I	8	5,370	30.98	6,530	37.67	6,981	40.28	8,539	49.26	7,250	41.83
DCCL-2	DEPUTY COUNTY COUNSEL II	8	6,226	35.92	7,571	43.68	8,094	46.70	9,900	57.12	8,406	48.50
DCCL-3	DEPUTY COUNTY COUNSEL III	8	7,433	42.88	9,039	52.15	9,663	55.75	11,819	68.19	10,035	57.89
DDCS	DEPUTY DIRECTOR CHILD SUPPORT SERVICES	8	6,224	35.91	7,569	43.67	8,092	46.68	9,897	57.10	8,403	48.48
DDHS	DEPUTY DIRECTOR OF HHS	8	8,125	46.88	9,880	57.00	10,563	60.94	12,919	74.53	10,969	63.28
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	41.45
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	48.05
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	57.38
DPOF-1	DEPUTY PROBATION OFFICER I	16	3,810	21.98	4,633	26.73	4,953	28.58	6,058	34.95	5,144	29.68
DPOF-2	DEPUTY PROBATION OFFICER II	16	4,164	24.02	5,064	29.22	5,414	31.23	6,621	38.20	5,622	32.43
DPOF-3	DEPUTY PROBATION OFFICER III	16	4,548	26.24	5,531	31.91	5,913	34.11	7,232	41.72	6,140	35.42
DPGN-1	DEPUTY PUBLIC GUARDIAN I	4	3,767	21.73	4,581	26.43	4,898	28.26	5,990	34.56	5,086	29.34
DPGN-2	DEPUTY PUBLIC GUARDIAN II	4	4,116	23.75	5,006	28.88	5,351	30.87	6,545	37.76	5,557	32.06
DESH	DEPUTY SHERIFF	6	4,934	28.47	6,000	34.62	6,415	37.01	7,846	45.27	6,661	38.43
DEST	DEPUTY SHERIFF TRAINEE	6	4,655	26.86	5,661	32.66	6,052	34.92	7,402	42.70	6,285	36.26
DSUP	DEPUTY SUPERINTENDENT	8	5,702	32.90	6,934	40.00	7,413	42.77	9,067	52.31	7,698	44.41

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DESC	DETENTION SERVICES CLERK	1	2,642	15.24	3,213	18.54	3,435	19.82	4,201	24.24	3,567	20.58
DRAS	DIRECTOR OF ADMINISTRATIVE SERVICES	8	8,873	51.19	10,790	62.25	11,535	66.55	14,109	81.40	11,979	69.11
DRCS	DIRECTOR OF CHILD SUPPORT SERVICES	8	9,140	52.73	11,115	64.13	11,882	68.55	14,533	83.84	12,339	71.19
DREH	DIRECTOR OF ENVIRONMENTAL HEALTH	8	6,803	39.25	8,273	47.73	8,844	51.02	10,817	62.41	9,185	52.99
DRFA	DIRECTOR OF FINANCE & ADMINISTRATION	8	7,007	40.43	8,521	49.16	9,110	52.56	11,142	64.28	9,460	54.58
DRHH	DIRECTOR OF HEALTH & HUMAN SVCS	8	10,912	62.95	13,269	76.55	14,186	81.84	17,351	100.10	14,732	84.99
DRPL	DIRECTOR OF PLANNING	8	8,878	51.22	10,796	62.28	11,542	66.59	14,117	81.44	11,986	69.15
DAIN	DISTRICT ATTORNEY INVESTIGATOR	6	5,138	29.64	6,248	36.05	6,680	38.54	8,170	47.13	6,937	40.02
ELCL-1	ELECTIONS CLERK I	1	2,805	16.18	3,411	19.68	3,647	21.04	4,460	25.73	3,787	21.85
ELCL-2	ELECTIONS CLERK II	1	3,067	17.69	3,730	21.52	3,988	23.01	4,877	28.14	4,141	23.89
ELSU	ELIGIBILITY SUPERVISOR	5	3,767	21.73	4,581	26.43	4,898	28.26	5,990	34.56	5,086	29.34
ELTE-1	ELIGIBILITY TECHNICIAN I	3	2,804	16.18	3,410	19.67	3,646	21.03	4,459	25.73	3,786	21.84
ELTE-2	ELIGIBILITY TECHNICIAN II	3	3,155	18.20	3,837	22.14	4,102	23.67	5,017	28.94	4,260	24.58
EMOM	EMERGENCY OPERATIONS MANAGER	8	6,413	37.00	7,799	44.99	8,337	48.10	10,197	58.83	8,658	49.95
EMOP	EMERGENCY OPERATIONS PLANNER	8	4,918	28.37	5,981	34.51	6,394	36.89	7,820	45.12	6,640	38.31
EMSO	EMERGENCY SERVICES OFFICER	8	5,532	31.92	6,727	38.81	7,192	41.49	8,796	50.75	7,469	43.09
ETSP-1	EMPLOYMENT & TRAINING SPECIALIST I	4	3,157	18.21	3,839	22.15	4,105	23.68	5,020	28.96	4,262	24.59
ETSP-2	EMPLOYMENT & TRAINING SPECIALIST II	4	3,451	19.91	4,197	24.21	4,487	25.89	5,488	31.66	4,659	26.88
ENTE-1	ENGINEERING TECHNICIAN I	3	3,659	21.11	4,450	25.67	4,757	27.44	5,818	33.57	4,940	28.50
ENTE-2	ENGINEERING TECHNICIAN II	3	4,118	23.76	5,008	28.89	5,354	30.89	6,548	37.78	5,560	32.08
ENTE-3	ENGINEERING TECHNICIAN III	3	4,366	25.19	5,310	30.63	5,676	32.75	6,942	40.05	5,895	34.01

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EHSP-1	ENVIRONMENTAL HEALTH SPECIALIST I	4	3,883	22.40	4,722	27.24	5,048	29.12	6,174	35.62	5,243	30.25
EHSP-2	ENVIRONMENTAL HEALTH SPECIALIST II	4	4,366	25.19	5,310	30.63	5,676	32.75	6,942	40.05	5,895	34.01
EHSP-3	ENVIRONMENTAL HEALTH SPECIALIST III	4	4,637	26.75	5,639	32.53	6,029	34.78	7,373	42.54	6,260	36.12
EHSU	ENVIRONMENTAL HEALTH SUPERVISOR	5	5,066	29.23	6,161	35.54	6,586	38.00	8,055	46.47	6,840	39.46
Ehte	ENVIRONMENTAL HEALTH TECHNICIAN	3	3,451	19.91	4,197	24.21	4,487	25.89	5,488	31.66	4,659	26.88
EPID	EPIDEMIOLOGIST	5	5,217	30.10	6,344	36.60	6,783	39.13	8,296	47.86	7,043	40.63
EQSS	EQUIPMENT SERVICE SPECIALIST	2	2,804	16.18	3,410	19.67	3,646	21.03	4,459	25.73	3,786	21.84
EVTC	EVIDENCE TECHNICIAN	6	3,425	19.76	4,165	24.03	4,453	25.69	5,446	31.42	4,624	26.68
EXAS	EXECUTIVE ASSISTANT	4	3,449	19.90	4,194	24.20	4,484	25.87	5,484	31.64	4,657	26.87
EXSH	EXECUTIVE ASSISTANT TO THE SHERIFF	4	3,449	19.90	4,194	24.20	4,484	25.87	5,484	31.64	4,657	26.87
EACA	EXECUTIVE ASST TO COUNTY ADMINISTRATOR	11	3,767	21.73	4,581	26.43	4,898	28.26	5,990	34.56	5,086	29.34
EDTR	EXECUTIVE DIRECTOR, THREE RIVERS LEVEE	8	10,527	60.73	12,801	73.85	13,686	78.96	16,738	96.57	14,212	81.99
FMGR	FACILITIES MANAGER	8	5,066	29.23	6,161	35.54	6,586	38.00	8,055	46.47	6,840	39.46
FNPR	FAMILY NURSE PRACTITIONER	4	7,660	44.19	9,315	53.74	9,958	57.45	12,180	70.27	10,341	59.66
FASU	FINANCE & ADMINISTRATIVE SUPERVISOR	5	4,773	27.54	5,804	33.48	6,205	35.80	7,590	43.79	6,444	37.18
FPOF	FIRE PREVENTION OFFICER	8	5,532	31.92	6,727	38.81	7,192	41.49	8,796	50.75	7,469	43.09
FFED	FIRST 5 YUBA COMMISSION EXECUTIVE DIRECTOR	8	6,044	34.87	7,350	42.40	7,858	45.33	9,610	55.44	8,160	47.08
FIAN	FISCAL ANALYST	4	4,242	24.47	5,159	29.76	5,515	31.82	6,745	38.91	5,727	33.04
HMSP-1	HAZARDOUS MATERIALS SPECIALIST I	4	3,883	22.40	4,722	27.24	5,048	29.12	6,174	35.62	5,243	30.25
HMSP-2	HAZARDOUS MATERIALS SPECIALIST II	4	4,366	25.19	5,310	30.63	5,676	32.75	6,942	40.05	5,895	34.01
HMSP-3	HAZARDOUS MATERIALS SPECIALIST III	4	4,637	26.75	5,639	32.53	6,029	34.78	7,373	42.54	6,260	36.12

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HHAD	HEALTH & HUMAN SERVICES AIDE	1	2,088	12.05	2,540	14.65	2,715	15.66	3,320	19.15	2,819	16.26
HSPM	HEALTH & HUMAN SVCS PROGRAM MGR	8	6,413	37.00	7,799	44.99	8,337	48.10	10,197	58.83	8,658	49.95
HEAR	HEALTH ADMINISTRATOR	8	8,125	46.88	9,880	57.00	10,563	60.94	12,919	74.53	10,969	63.28
HAID	HEALTH AIDE	1	2,280	13.15	2,773	16.00	2,964	17.10	3,626	20.92	3,078	17.76
HESP-1	HEALTH EDUCATION SPECIALIST I	4	3,350	19.33	4,074	23.50	4,355	25.13	5,327	30.73	4,523	26.09
HESP-2	HEALTH EDUCATION SPECIALIST II	4	3,659	21.11	4,450	25.67	4,757	27.44	5,818	33.57	4,940	28.50
HEOR	HEALTH OFFICER	8	14,307	82.54	17,398	100.37	18,600	107.31	22,749	131.24	19,315	111.43
HPCR	HEALTH PROGRAM COORDINATOR	5	4,368	25.20	5,312	30.65	5,679	32.76	6,946	40.07	5,897	34.02
HEQM	HEAVY EQUIPMENT MECHANIC	2	3,553	20.50	4,321	24.93	4,619	26.65	5,650	32.60	4,797	27.68
HRAN-1	HUMAN RESOURCES ANALYST I	11	4,239	24.46	5,155	29.74	5,511	31.79	6,741	38.89	5,723	33.02
HRAN-2	HUMAN RESOURCES ANALYST II	11	4,774	27.54	5,806	33.50	6,207	35.81	7,591	43.79	6,445	37.18
HRDD	HUMAN RESOURCES DEPUTY DIRECTOR	8	6,605	38.11	8,032	46.34	8,587	49.54	10,502	60.59	8,917	51.44
HRDR	HUMAN RESOURCES DIRECTOR	8	8,615	49.70	10,476	60.44	11,200	64.62	13,698	79.03	11,631	67.10
HRMG	HUMAN RESOURCES MANAGER	8	6,226	35.92	7,571	43.68	8,094	46.70	9,900	57.12	8,406	48.50
H RTE	HUMAN RESOURCES TECHNICIAN	11	3,658	21.10	4,449	25.67	4,756	27.44	5,817	33.56	4,939	28.49
HRTA-1	HUMAN RESOURCES TRAINING ANALYST I	11	4,239	24.46	5,155	29.74	5,511	31.79	6,741	38.89	5,723	33.02
HRTA-2	HUMAN RESOURCES TRAINING ANALYST II	11	4,774	27.54	5,806	33.50	6,207	35.81	7,591	43.79	6,445	37.18
ITST-1	INFO TECH SUPPORT TECHNICIAN I	3	3,883	22.40	4,722	27.24	5,048	29.12	6,174	35.62	5,243	30.25
ITST-2	INFO TECH SUPPORT TECHNICIAN II	3	4,242	24.47	5,159	29.76	5,515	31.82	6,745	38.91	5,727	33.04
ITSA	INFO TECH SYSTEMS ARCHITECT	8	6,416	37.02	7,802	45.01	8,341	48.12	10,202	58.86	8,662	49.97
ITAN-1	INFORMATION TECHNOLOGY ANALYST I	4	4,774	27.54	5,806	33.50	6,207	35.81	7,591	43.79	6,445	37.18

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ITAN-2	INFORMATION TECHNOLOGY ANALYST II	4	5,217	30.10	6,344	36.60	6,783	39.13	8,296	47.86	7,043	40.63
ITMG	INFORMATION TECHNOLOGY MANAGER	8	7,218	41.64	8,778	50.64	9,384	54.14	11,477	66.21	9,745	56.22
ITSU	INFORMATION TECHNOLOGY SUPERVISOR	5	6,229	35.94	7,575	43.70	8,098	46.72	9,905	57.14	8,410	48.52
INCO-1	INTERVENTION COUNSELOR I	3	3,157	18.21	3,839	22.15	4,105	23.68	5,020	28.96	4,262	24.59
INCO-2	INTERVENTION COUNSELOR II	3	3,553	20.50	4,321	24.93	4,619	26.65	5,650	32.60	4,797	27.68
JCOF-1	JUVENILE CORRECTIONS OFFICER I	16	2,878	16.60	3,500	20.19	3,742	21.59	4,577	26.41	3,886	22.42
JCOF-1A	JUVENILE CORRECTIONS OFFICER I	16		16.60		20.19		21.59		26.41		22.42
JCOF-2	JUVENILE CORRECTIONS OFFICER II	16	3,335	19.24	4,056	23.40	4,336	25.02	5,303	30.59	4,503	25.98
JCOF-2A	JUVENILE CORRECTIONS OFFICER II	16		19.24		23.40		25.02		30.59		25.98
KISU	KITCHEN SUPERVISOR	5	2,890	16.67	3,515	20.28	3,757	21.68	4,596	26.52	3,902	22.51
LEBU	LEAD BUILDING MAINTENANCE CUSTODIAN	2	2,491	14.37	3,030	17.48	3,239	18.69	3,961	22.85	3,363	19.40
LOAS-1	LEGAL OFFICE ASSISTANT I	1	2,420	13.96	2,943	16.98	3,146	18.15	3,848	22.20	3,267	18.85
LOAS-2	LEGAL OFFICE ASSISTANT II	1	2,722	15.70	3,310	19.10	3,539	20.42	4,328	24.97	3,675	21.20
LGSC	LEGAL SECRETARY	11	3,067	17.69	3,730	21.52	3,988	23.01	4,877	28.14	4,141	23.89
LSCO	LEGAL SERVICES COORDINATOR	11	3,880	22.38	4,719	27.23	5,044	29.10	6,170	35.60	5,238	30.22
LGSS	LEGAL SERVICES SUPERVISOR	5	3,659	21.11	4,450	25.67	4,757	27.44	5,818	33.57	4,940	28.50
LIBR	LIBRARIAN	4	3,659	21.11	4,450	25.67	4,757	27.44	5,818	33.57	4,940	28.50
LITE-1	LIBRARY TECHNICIAN I	1	2,215	12.78	2,694	15.54	2,880	16.62	3,522	20.32	2,991	17.26
MAAN-1	MANAGEMENT ANALYST I	8	4,501	25.97	5,474	31.58	5,852	33.76	7,157	41.29	6,077	35.06
MAAN-2	MANAGEMENT ANALYST II	8	5,215	30.09	6,342	36.59	6,780	39.12	8,292	47.84	7,041	40.62
OAST-1	OFFICE ASSISTANT I	1	2,150	12.40	2,615	15.09	2,795	16.13	3,419	19.73	2,903	16.75

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OASC-1	OFFICE ASSISTANT I	11	2,150	12.40	2,615	15.09	2,795	16.13	3,419	19.73	2,903	16.75
OAST-2	OFFICE ASSISTANT II	1	2,350	13.56	2,858	16.49	3,055	17.63	3,737	21.56	3,173	18.31
OASC-2	OFFICE ASSISTANT II	11	2,350	13.56	2,858	16.49	3,055	17.63	3,737	21.56	3,173	18.31
OFSP	OFFICE SPECIALIST	1	2,642	15.24	3,213	18.54	3,435	19.82	4,201	24.24	3,567	20.58
OFSP-C	OFFICE SPECIALIST	11	2,642	15.24	3,213	18.54	3,435	19.82	4,201	24.24	3,567	20.58
PARA	PARALEGAL	11	3,451	19.91	4,197	24.21	4,487	25.89	5,488	31.66	4,659	26.88
PATC	PAYROLL TECHNICIAN	3	3,553	20.50	4,321	24.93	4,619	26.65	5,650	32.60	4,797	27.68
PETE	PERMIT TECHNICIAN	1	2,974	17.16	3,617	20.87	3,867	22.31	4,729	27.28	4,015	23.16
PHTH	PHYSICAL THERAPIST	4	6,042	34.86	7,348	42.39	7,855	45.32	9,607	55.43	8,157	47.06
PHAS	PHYSICIAN ASSISTANT	4	7,660	44.19	9,315	53.74	9,958	57.45	12,180	70.27	10,341	59.66
PLCR-1	PLAN CHECKER I	4	4,368	25.20	5,312	30.65	5,679	32.76	6,946	40.07	5,897	34.02
PLCR-2	PLAN CHECKER II	4	4,773	27.54	5,804	33.48	6,205	35.80	7,590	43.79	6,444	37.18
PLAN-1	PLANNER I	4	4,118	23.76	5,008	28.89	5,354	30.89	6,548	37.78	5,560	32.08
PLAN-2	PLANNER II	4	5,066	29.23	6,161	35.54	6,586	38.00	8,055	46.47	6,840	39.46
PLAN-3	PLANNER III	4	5,534	31.93	6,730	38.83	7,195	41.51	8,800	50.77	7,471	43.10
PLTE	PLANNING TECHNICIAN	3	3,659	21.11	4,450	25.67	4,757	27.44	5,818	33.57	4,940	28.50
PREN	PRINCIPAL ENGINEER	8	7,221	41.66	8,781	50.66	9,388	54.16	11,482	66.24	9,749	56.24
PRAN	PRINCIPAL MANAGEMENT ANALYST	8	6,807	39.27	8,278	47.76	8,850	51.06	10,824	62.45	9,190	53.02
PPLA	PRINCIPAL PLANNER	8	6,605	38.11	8,032	46.34	8,587	49.54	10,502	60.59	8,917	51.44
PBAI	PROBATION AIDE	1	2,975	17.16	3,618	20.87	3,868	22.32	4,731	27.29	4,017	23.18
PBAN	PROBATION ANALYST	4	4,773	27.54	5,804	33.48	6,205	35.80	7,590	43.79	6,444	37.18

YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
EFFECTIVE DATE: July 2017

CODE	CLASSIFICATION	BARG UNIT	PAY RATE						LONGEVITY			
			MINIMUM		PRIOR TO 7/1/13		POST 7/1/13		PRIOR TO 7/1/13		POST 7/1/13	
			MONTHLY SALARY (BASE)	MINIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE
PPMG	PROBATION PROGRAM MANAGER	8	6,164	35.56	7,496	43.25	8,014	46.23	9,801	56.54	8,322	48.01
PROA	PROGRAM AIDE	1	2,975	17.16	3,618	20.87	3,868	22.32	4,731	27.29	4,017	23.18
PRAT	PROGRAM ASSISTANT	1	2,642	15.24	3,213	18.54	3,435	19.82	4,201	24.24	3,567	20.58
PRSP	PROGRAM SPECIALIST	5	3,879	22.38	4,717	27.21	5,043	29.09	6,168	35.58	5,237	30.21
PJMG	PROJECT MANAGER	8	5,700	32.88	6,932	39.99	7,410	42.75	9,063	52.29	7,695	44.39
PGCR	PUBLIC GUARDIAN-CONSERVATOR	8	6,413	37.00	7,799	44.99	8,337	48.10	10,197	58.83	8,658	49.95
PHNR-1	PUBLIC HEALTH NURSE I	4	5,534	31.93	6,730	38.83	7,195	41.51	8,800	50.77	7,471	43.10
PHNR-2	PUBLIC HEALTH NURSE II	4	5,870	33.87	7,138	41.18	7,631	44.03	9,334	53.85	7,925	45.72
PHNR-3	PUBLIC HEALTH NURSE III	4	6,229	35.94	7,575	43.70	8,098	46.72	9,905	57.14	8,410	48.52
PHNI	PUBLIC HEALTH NURSE INTERN	4	5,217	30.10	6,344	36.60	6,783	39.13	8,296	47.86	7,043	40.63
PSDR	PUBLIC SAFETY DISPATCHER	6	3,977	22.94	4,837	27.91	5,171	29.83	6,324	36.48	5,369	30.98
PWDR	PUBLIC WORKS DIRECTOR	8	9,986	57.61	12,143	70.06	12,982	74.90	15,878	91.60	13,482	77.78
PWMR-1	PUBLIC WORKS MAINTENANCE WORKER I	2	2,567	14.81	3,122	18.01	3,338	19.26	4,082	23.55	3,466	20.00
PWMR-2	PUBLIC WORKS MAINTENANCE WORKER II	2	2,975	17.16	3,618	20.87	3,868	22.32	4,731	27.29	4,017	23.18
PRMA	PUBLIC WORKS PROJECT MANAGER	8	6,416	37.02	7,802	45.01	8,341	48.12	10,202	58.86	8,662	49.97
PWSU	PUBLIC WORKS SUPERINTENDENT	8	5,371	30.99	6,532	37.68	6,983	40.29	8,540	49.27	7,251	41.83
RPAR-1	REAL PROPERTY APPRAISER I	4	3,553	20.50	4,321	24.93	4,619	26.65	5,650	32.60	4,797	27.68
RPAR-2	REAL PROPERTY APPRAISER II	4	3,879	22.38	4,717	27.21	5,043	29.09	6,168	35.58	5,237	30.21
RPAR-3	REAL PROPERTY APPRAISER III	4	4,242	24.47	5,159	29.76	5,515	31.82	6,745	38.91	5,727	33.04
RECL-1	RECORDER CLERK I	1	2,805	16.18	3,411	19.68	3,647	21.04	4,460	25.73	3,787	21.85
RECL-2	RECORDER CLERK II	1	3,067	17.69	3,730	21.52	3,988	23.01	4,877	28.14	4,141	23.89

YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
EFFECTIVE DATE: July 2017

CODE	CLASSIFICATION	BARG UNIT	PAY RATE						LONGEVITY			
			MINIMUM		PRIOR TO 7/1/13		POST 7/1/13		PRIOR TO 7/1/13		POST 7/1/13	
			MONTHLY SALARY (BASE)	MINIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE
RENU	REGISTERED NURSE	4	5,066	29.23	6,161	35.54	6,586	38.00	8,055	46.47	6,840	39.46
RVMR	REGISTRAR OF VOTERS MANAGER	8	5,870	33.87	7,138	41.18	7,631	44.03	9,334	53.85	7,925	45.72
SAAD	SENIOR ACCOUNTANT-AUDITOR	4	4,368	25.20	5,312	30.65	5,679	32.76	6,946	40.07	5,897	34.02
SEAT	SENIOR ACCOUNTING TECHNICIAN	3	3,350	19.33	4,074	23.50	4,355	25.13	5,327	30.73	4,523	26.09
SBMT	SENIOR BUILDING MAINTENANCE TECHNICIAN	2	3,449	19.90	4,194	24.20	4,484	25.87	5,484	31.64	4,657	26.87
SCVE	SENIOR CIVIL ENGINEER	4	6,944	40.06	8,444	48.72	9,028	52.08	11,041	63.70	9,375	54.09
SDPO	SENIOR DEPUTY PROBATION OFFICER	16	4,970	28.67	6,044	34.87	6,461	37.28	7,903	45.59	6,710	38.71
SECK	SENIOR ELECTIONS CLERK	3	3,449	19.90	4,194	24.20	4,484	25.87	5,484	31.64	4,657	26.87
SRET	SENIOR ELIGIBILITY TECHNICIAN	3	3,449	19.90	4,194	24.20	4,484	25.87	5,484	31.64	4,657	26.87
SITA	SENIOR INFO TECH ANALYST	4	5,870	33.87	7,138	41.18	7,631	44.03	9,334	53.85	7,925	45.72
SITT	SENIOR INFO TECH SUPPORT TECHNICIAN	3	4,637	26.75	5,639	32.53	6,029	34.78	7,373	42.54	6,260	36.12
SLTE	SENIOR LIBRARY TECHNICIAN	3	2,805	16.18	3,411	19.68	3,647	21.04	4,460	25.73	3,787	21.85
SEPT	SENIOR PERMIT TECHNICIAN	1	3,250	18.75	3,952	22.80	4,225	24.38	5,168	29.82	4,388	25.32
SPMW	SENIOR PUBLIC WORKS MAINTENANCE WORKER	2	3,252	18.76	3,955	22.82	4,228	24.39	5,171	29.83	4,391	25.33
SRCK	SENIOR RECORDER CLERK	3	3,449	19.90	4,194	24.20	4,484	25.87	5,484	31.64	4,657	26.87
SSAC	SENIOR SUBSTANCE ABUSE COUNSELOR	3	3,879	22.38	4,717	27.21	5,043	29.09	6,168	35.58	5,237	30.21
SVWA	SENIOR VICTIM/WITNESS ADVOCATE	3	3,659	21.11	4,450	25.67	4,757	27.44	5,818	33.57	4,940	28.50
SHCA	SHERIFF'S CAPTAIN	8	7,630	44.02	9,279	53.53	9,919	57.23	12,132	69.99	10,301	59.43
SCSA	SHERIFF'S CIVIL SERVICES ASSOCIATE	6	3,659	21.11	4,450	25.67	4,757	27.44	5,818	33.57	4,940	28.50
SCRS	SHERIFF'S COMMUN & RECORDS SUPERVISOR	5	4,242	24.47	5,159	29.76	5,515	31.82	6,745	38.91	5,727	33.04
SHFA	SHERIFF'S FINANCIAL MANAGER	8	6,224	35.91	7,569	43.67	8,092	46.68	9,897	57.10	8,403	48.48

YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
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			MINIMUM		PRIOR TO 7/1/13		POST 7/1/13		PRIOR TO 7/1/13		POST 7/1/13	
			MONTHLY SALARY (BASE)	MINIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE
SHLO	SHERIFF'S LIEUTENANT - OPERATIONS	7	6,593	38.04	8,018	46.26	8,571	49.45	10,483	60.48	8,901	51.35
SHRE	SHERIFF'S RECORDS CLERK	1	2,642	15.24	3,213	18.54	3,435	19.82	4,201	24.24	3,567	20.58
SHSC	SHERIFF'S SERGEANT - CORRECTIONS	7	5,312	30.65	6,460	37.27	6,906	39.84	8,447	48.73	7,172	41.38
SHSO	SHERIFF'S SERGEANT - OPERATIONS	7	5,419	31.26	6,590	38.02	7,045	40.64	8,617	49.71	7,316	42.21
SWKR-1	SOCIAL WORKER I	4	3,449	19.90	4,194	24.20	4,484	25.87	5,484	31.64	4,657	26.87
SWKA-1	SOCIAL WORKER I (AS)	4	3,449	19.90	4,194	24.20	4,484	25.87	5,484	31.64	4,657	26.87
SWKC-1	SOCIAL WORKER I (CWS)	4	3,883	22.40	4,722	27.24	5,048	29.12	6,174	35.62	5,243	30.25
SWKE-1	SOCIAL WORKER I (EMPLOY)	4	3,449	19.90	4,194	24.20	4,484	25.87	5,484	31.64	4,657	26.87
SWKR-2	SOCIAL WORKER II	4	3,767	21.73	4,581	26.43	4,898	28.26	5,990	34.56	5,086	29.34
SWKA-2	SOCIAL WORKER II (AS)	4	3,767	21.73	4,581	26.43	4,898	28.26	5,990	34.56	5,086	29.34
SWKC-2	SOCIAL WORKER II (CWS)	4	4,242	24.47	5,159	29.76	5,515	31.82	6,745	38.91	5,727	33.04
SWKE-2	SOCIAL WORKER II (EMPLOY)	4	3,767	21.73	4,581	26.43	4,898	28.26	5,990	34.56	5,086	29.34
SWKR-3	SOCIAL WORKER III	4	4,116	23.75	5,006	28.88	5,351	30.87	6,545	37.76	5,557	32.06
SWKA-3	SOCIAL WORKER III (AS)	4	4,116	23.75	5,006	28.88	5,351	30.87	6,545	37.76	5,557	32.06
SWKC-3	SOCIAL WORKER III (CWS)	4	4,637	26.75	5,639	32.53	6,029	34.78	7,373	42.54	6,260	36.12
SWKR-4	SOCIAL WORKER IV	4	4,501	25.97	5,474	31.58	5,852	33.76	7,157	41.29	6,077	35.06
SWKA-4	SOCIAL WORKER IV (AS)	4	4,501	25.97	5,474	31.58	5,852	33.76	7,157	41.29	6,077	35.06
SWKC-4	SOCIAL WORKER IV (CWS)	4	5,066	29.23	6,161	35.54	6,586	38.00	8,055	46.47	6,840	39.46
SWSA	SOCIAL WORKER SUPERVISOR (AS)	5	4,773	27.54	5,804	33.48	6,205	35.80	7,590	43.79	6,444	37.18
SWSC	SOCIAL WORKER SUPERVISOR (CWS)	5	5,534	31.93	6,730	38.83	7,195	41.51	8,800	50.77	7,471	43.10
SWSE	SOCIAL WORKER SUPERVISOR (EMPLOY)	5	4,501	25.97	5,474	31.58	5,852	33.76	7,157	41.29	6,077	35.06

YUBA COUNTY
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SACR-1	SUBSTANCE ABUSE COUNSELOR I	3	3,157	18.21	3,839	22.15	4,105	23.68	5,020	28.96	4,262	24.59
SACR-2	SUBSTANCE ABUSE COUNSELOR II	3	3,553	20.50	4,321	24.93	4,619	26.65	5,650	32.60	4,797	27.68
SPIN	SUPERINTENDENT OF INSTITUTIONS	8	7,005	40.41	8,519	49.15	9,107	52.54	11,138	64.26	9,457	54.56
SACO	SUPERVISING ANIMAL CARE SERVICES OFFICER	5	3,451	19.91	4,197	24.21	4,487	25.89	5,488	31.66	4,659	26.88
SUBO	SUPERVISING BUILDING OFFICIAL	5	5,217	30.10	6,344	36.60	6,783	39.13	8,296	47.86	7,043	40.63
SCMG	SUPERVISING CASE MANAGER	5	3,553	20.50	4,321	24.93	4,619	26.65	5,650	32.60	4,797	27.68
SVRN	SUPERVISING CORRECTIONAL FACILITY RN	5	5,374	31.00	6,535	37.70	6,987	40.31	8,545	49.30	7,255	41.86
SUPO	SUPERVISING DEPUTY PROBATION OFFICER	17	5,431	31.33	6,605	38.11	7,061	40.74	8,636	49.82	7,332	42.30
SJCO	SUPERVISING JUVENILE CORRECTIONS OFFICER	17	3,866	22.30	4,702	27.13	5,026	29.00	6,147	35.46	5,220	30.12
SJCO-A	SUPERVISING JUVENILE CORRECTIONS OFFICER	17		22.30		27.13		29.00		35.46		30.12
SLOA	SUPERVISING LEGAL OFFICE ASSISTANT	5	3,451	19.91	4,197	24.21	4,487	25.89	5,488	31.66	4,659	26.88
SUME	SUPERVISING MECHANIC	5	3,999	23.07	4,863	28.06	5,199	29.99	6,359	36.69	5,399	31.15
SUOA	SUPERVISING OFFICE ASSISTANT	5	2,889	16.67	3,514	20.27	3,756	21.67	4,594	26.50	3,901	22.51
SPHN	SUPERVISING PUBLIC HEALTH NURSE	5	6,807	39.27	8,278	47.76	8,850	51.06	10,824	62.45	9,190	53.02
SPHN-1	SUPERVISING PUBLIC HEALTH NURSE I	5		39.27		47.76		51.06		62.45		53.02
SPHN-2	SUPERVISING PUBLIC HEALTH NURSE II	5	7,218	41.64	8,778	50.64	9,384	54.14	11,477	66.21	9,745	56.22
SUFI	SUPERVISING WELFARE FRAUD INVESTIGATOR	7	5,374	31.00	6,535	37.70	6,987	40.31	8,545	49.30	7,255	41.86
SMCK-1	SUPPLY/MAIL CLERK I	1	2,027	11.69	2,465	14.22	2,636	15.21	3,223	18.59	2,737	15.79
SMCK-2	SUPPLY/MAIL CLERK II	1	2,216	12.78	2,695	15.55	2,881	16.62	3,524	20.33	2,992	17.26
SSSU	SUPPORT SERVICES SUPERVISOR	5	3,350	19.33	4,074	23.50	4,355	25.13	5,327	30.73	4,523	26.09
SYSA	SYSTEMS SUPPORT ANALYST	3	3,252	18.76	3,955	22.82	4,228	24.39	5,171	29.83	4,391	25.33

YUBA COUNTY
Classification System - Basic Salary/Hourly Schedule
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			MONTHLY SALARY (BASE)	MINIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE	MAXIMUM MONTHLY SALARY	MAXIMUM HOURLY RATE
TRCC	TRAINING COORDINATOR - CSS	5	4,118	23.76	5,008	28.89	5,354	30.89	6,548	37.78	5,560	32.08
TRAN-1	TRANSFER ANALYST I	3	2,974	17.16	3,617	20.87	3,867	22.31	4,729	27.28	4,015	23.16
TRAN-2	TRANSFER ANALYST II	3	3,252	18.76	3,955	22.82	4,228	24.39	5,171	29.83	4,391	25.33
UNSH	UNDERSHERIFF	8	9,488	54.74	11,538	66.57	12,335	71.16	15,086	87.03	12,809	73.90
VESO	VETERANS' SERVICES OFFICER	8	4,913	28.34	5,975	34.47	6,387	36.85	7,812	45.07	6,633	38.27
VESR	VETERANS' SERVICES REPRESENTATIVE	3	3,067	17.69	3,730	21.52	3,988	23.01	4,877	28.14	4,141	23.89
VWPM	VICTIM WITNESS PROGRAM MANAGER	8	6,224	35.91	7,569	43.67	8,092	46.68	9,897	57.10	8,403	48.48
VWAD	VICTIM/WITNESS ADVOCATE	3	3,252	18.76	3,955	22.82	4,228	24.39	5,171	29.83	4,391	25.33
WFIN	WELFARE FRAUD INVESTIGATOR	6	5,114	29.50	6,219	35.88	6,649	38.36	8,132	46.92	6,904	39.83

TO DETERMINE AN EMPLOYEE'S MONTHLY SALARY:	
1ST:	Step 1 through 5 (Index Rates Between 1.0000 and 1.2160) are Merit. Index Rates above 1.2160 are Longevity Steps.
2ND:	Determine the # of Years of Service Completed or Step Rate at time of hire.
3RD:	In the Step Index Table: Refer to the "Step" or "Yrs of Service" column and get the corresponding "Index Rate".
4TH:	Refer to the Classification System - Basic Salary Schedule and find current title of position. Multiply the "Index Rate" by the 'Base' of the position. Round up to the nearest whole dollar.

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

EMPLOYEES HIRED ON OR AFTER 7/1/13		
MERIT / LONGEVITY STEP INDEX		
	Step	Index Rate
	1	1.00
	2	1.05
	3	1.10
	4	1.15
	5	1.20
	6	1.25
	7	1.30
LONGEVITY		
(AT LEAST 15 YEARS SVC):		1.35

Please Note:
All classifications listed in this schedule may also be utilized in an Extra Help (Unit 0) capacity.
Bilingual Pay: Some positions may qualify for an additional \$125 per month, Unit 6 an additional \$100 per month and Unit 7 an additional \$70 per month for bilingual pay.
Confidential Pay: Classifications in Unit 11 or Unit 0 hired on or after 11/1/14 receive \$250 per month. Current Unit 11 employee's confidential pay will be frozen at the current rate effective 12/31/14 or increased to \$250 effective 1/1/15 whichever is greater (or whichever benefit is higher).

* * * EXTRA HELP * * *

Classification System Hourly Schedule

EFFECTIVE DATE: July 1, 2017

CLASSIFICATION	A	B	C	D	E	OT CODE	WC CODE	RANGE
AIDE			10.50			N	8810.1	1050
CORRECTIONAL MEDICAL OFFICER	113.38	119.05	125.00	131.25	137.81	N	9410	11338
ENGINEERING AIDE I	13.03	13.68	14.36	15.08	15.83	N	9410	1303
ENGINEERING AIDE II	14.38	15.10	15.86	16.65	17.48	N	9410	1438
GENERAL WORKER			10.50			N	8810.1	1050
JUVENILE CORRECTIONS AIDE	13.09	13.74	14.43	15.15	15.91	N	9410.PB	1309
RESERVE CORRECTIONAL OFFICER			10.50			N	7722.R	1050
RESERVE DEPUTY SHERIFF LEVEL I			21.35			N	7722.R	1941
RESERVE DEPUTY SHERIFF LEVEL IA			28.47			N	7722.R	2588
RESERVE DEPUTY SHERIFF LEVEL II			16.01			N	7722.R	1456
RESERVE DEPUTY SHERIFF LEVEL III			10.50			N	7722.R	1050
YOUTH WORKER			10.50			N	8810.1	1050

YUBA COUNTY ELECTED OFFICIALS
Classification System - Basic Salary Schedule
EFFECTIVE DATE: July 2017

CODE	CLASSIFICATION	BARG UNIT	BASE	OT CODE	WC CODE
ASSR	ASSESSOR	10	8,508	E	9410
AUCO	AUDITOR-CONTROLLER	10	8,508	E	9410
COCR	COUNTY CLERK-RECORDER	10	8,508	E	9410
DATY	DISTRICT ATTORNEY	10	11,491	E	9410
SHCO	SHERIFF-CORONER	10	10,890	E	7720
SUPV	SUPERVISOR*	10	4,305	E	9410
TRTA	TREASURER-TAX COLLECTOR	10	8,508	E	9410

ELECTED LONGEVITY STEP INDEX (BU 10)			
# of Yrs Served	Index Rate	# of Yrs Served	Index Rate
Less than 1	1.2160	16	1.3800
at least 1	1.2160	17	1.3950
" 2	1.2160	18	1.4100
" 3	1.2160	19	1.4250
" 4	1.2160	20	1.4400
5	1.2160	21	1.4550
6	1.2300	22	1.4700
7	1.2450	23	1.4850
8	1.2600	24	1.5000
9	1.2750	25	1.5150
10	1.2900	26	1.5300
11	1.3050	27	1.5450
12	1.3200	28	1.5600
13	1.3350	29	1.5750
14	1.3500	30	1.5900
15	1.3650		
TO DETERMINE AN ELECTED'S MONTHLY SALARY:			
1ST:	Determine the # of Years of Service Completed.		
2ND:	In the Step Index Table: Refer to the "Yrs of Service" column and get the corresponding "Index Rate".		
3RD:	Refer to the Classification System - Basic Salary Schedule and find current title of position. Multiply the "Index Rate" by the 'Base' of the position. Round up to the nearest whole dollar.		

Elected Officials (Barg. Unit 10) with a position code identified by * are not subject to Longevity/Step Index.

The County of Yuba

Board of Supervisors



TO: Board of Supervisors

FROM: Clerk of the Board of Supervisors, Donna Stottlemeyer

SUBJECT: Re-appoint Debra Coker to Wheatland Cemetery District as a Director with a term ending July 9, 2021.

DATE: July 11, 2017

NUMBER: 307/2017

Recommendation

Re-appoint Debra Coker to Wheatland Cemetery District as a Director with a term ending July 9, 2021.

Background

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information.

Discussion

This is a scheduled vacancy due to the expiration of Ms. Coker's term. Ms. Coker has been in service on the District since July 9, 2013 and would like to continue in this capacity. In light of the expressed interest, it would be appropriate to appoint at this time.

Committee Action:

None required.

Fiscal Impact:

None due to appointment.

The County of Yuba



TO: Board of Supervisors

FROM: Health and Human Services Department
Jennifer Vasquez, Director

SUBJECT: Authorize the Director of Health & Human Services to enter into a Training Services Agreement with the Regents of the University of California, Davis.

DATE: July 11, 2017

NUMBER: 304/2017

Recommendation

It is recommended that the Board of Supervisors authorize the Director of the Health and the Health and Human Services Department (HHSD) to enter into and execute the Training Services Agreement with the Regents of the University of California (UC) Davis.

Background

UC Davis is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program. This program has allowed County personnel to obtain training in major skills related to services provided in fulfillment of their goals and objectives.

Discussion

UC Davis provides learning opportunities on leadership and management development, supervisory effectiveness, eligibility skill building, family engagement, and customized topics to meet the training needs of our department. This is a renewal of the Agreement for the provision of training services for fiscal year 2017/18.

Committee Action

This item is being brought directly to the Board of Supervisors as it is the renewal of an annual training contract and training funds were included in the Board approved FY 17-18 budget.

Fiscal Impact

General Fund -	None
Non-General Fund -	\$59,500.00
Source of Funds -	\$5,950.00 University of California Davis Extension In-Kind Contribution
	\$53,550.00 State and Federal Funds

Attachments

304/2017 - UC Davis Agreement



Agreement #EW-2017-41

Training Services Agreement

This Agreement is made this ____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and YUBA COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2017 through June 30, 2018. All courses must be completed by June 30, 2018.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration. Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

User:

Yuba County
Health and Human Services Department
5730 Packard Ave.
Marysville, CA 95901

Additional University:

Center for Human Services
UC Davis Extension
1632 DaVinci Ct
Davis, CA 95618

Additional County:

Yuba County
Health and Human Services Department
PO Box 2320
Marysville, CA 95901

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition;

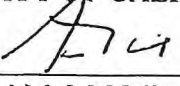
political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
19. Governing law. The laws of the State of California shall govern this agreement.
20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

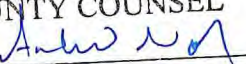
Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By 
Name Paul M. McNeil
Title Dean, UC Davis Extension
Date 5/10/2017

FEIN: 94-6036494

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

YUBA COUNTY

By _____
Name Jennifer Vasquez
Title Director, Yuba County Health and Human Services
Date _____

INSURANCE PROVISIONS APPROVED:


Jill Abel,
Human Resources Director and Risk Manager

EXHIBIT A

TRAINING PROGRAM

1. 14.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is	\$ 59,500.00
University's in-kind contribution	\$ 5,950.00
User's share of cost	\$ 53,550.00

VENDOR ASSURANCE OF COMPLIANCE WITH
THE YUBA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS
UNIVERSITY OF CALIFORNIA, DAVIS:

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Vendor/Contractor Signature

Financial Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618:



Casa de Esperanza

- ◆ Domestic Violence Services
- ◆ Rape Crisis Services
- ◆ Community Education, Prevention and Intervention
- ◆ Children/Teen Programs

June 28, 2017

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

Dear Council Members:

As you know sexual violence remains an all too common community tragedy. We encourage everyone in the **County of Yuba** to have a voice. With **Many Voices** we can stop sexual violence and help survivors heal.

Casa de Esperanza designates July as Sexual Assault Awareness Month and we would be honored if you would sponsor an official proclamation. We encourage you to participate by wearing and/or hanging **Teal Ribbon** in the month of July. You can do this at home, the office or you can join us by hanging teal ribbon on the 5th street Bridge starting at 11:00 am July 5th. Don't forget to wear your denim on that day for **Denim Day**.

During July it's time to commit to long term efforts to eliminate sexual violence. Many dedicated activists and courageous survivors have made a difference in changing the myths, the culture of shame and the silence that surrounds sexual violence. It's time to take a stand and talk about it by educating ourselves and others, and creating safe, violence free communities.

We appreciate the support you have provided in the past and look forward to your continuing support in the future. If you would like any additional information regarding sexual assault or if you have any questions in reference to our planned events for Sexual Assault Awareness month please feel free to contact me at (530)674-5400.

Sincerely,

Marina Cavanagh
SA Project Director

BOARD OF SUPERVISORS

— PROCLAMATION —



SEXUAL ASSAULT AWARENESS MONTH JULY 2017

WHEREAS, sexual assault is an intolerable violent crime with public health implications for every person as a victim/survivor or as a family member, significant other, neighbor or co-workers of a victim/survivor; and

WHEREAS, no one person, organization, agency or community can eliminate sexual assault on their own - we must work together to educate our entire population about what can be done to prevent sexual assault, support victim/survivors and their significant other, and increase support for agencies providing services to victims/survivors; and

WHEREAS, Casa de Esperanza has led the way in addressing sexual assault by providing 24 hour hotline services to victim/survivors and their significant others, responding to emergency calls, offering support and comfort to those impacted by sexual assault during medical exams, criminal proceedings, and empowering those impacted by sexual assault to chart their own course for healing; and

WHEREAS, ending sexual assault must include active public and private efforts to *End Sexual Violence* in collaboration with Casa de Esperanza including conversation about what sexual violence is, how to prevent it, how to help survivors connect with crucial counseling and other supportive services, and how every segment of our society can work together to better address sexual violence; and

WHEREAS, staff and volunteers of sexual assault programs work year round to encourage every person to end sexual violence and to support survivors by providing prevention education and survivor empowerment information to schools, churches, civic organizations, as well as medical, mental health, law enforcement, education, and criminal justice personnel regarding sexual assault issues; and

WHEREAS, Casa de Esperanza has set an important example of how forging collaborative relationships between service agencies and organizations serves to improve the quality of service for those most profoundly and directly impacted by sexual violence, setting an important example for how the rest of the community might work together to speak out and find solutions to sexual violence; and

WHEREAS, Casa de Esperanza requests public support and assistance as it continues its efforts to bring real hope for freeing victims from the tragedy of sexual violence to create a future where all women, men and children can live free from violence and exploitation.

NOW, THEREFORE, the Yuba County Board of Supervisors supports and recognizes the important work done by sexual assault programs, and proclaims in the month of July 2017 that **"No Means No."** *Women and men working together can make a difference in the fight against sexual assault and gender violence in our community.*


CHAIRMAN


CLERK OF THE BOARD

The County of Yuba

Administrative Services



TO: Board of Supervisors

FROM: Administrative Services, Doug McCoy

SUBJECT: Administrative Services - Adopt resolution repealing and enacting section D-2 the Credit Card Policy in the County's Administrative Policies and Procedures Manual

DATE: July 11, 2017

NUMBER: 295/2017

Recommendation

Adopt resolution repealing and enacting section D-2 the Credit Card Policy in the County's Administrative Policies and Procedures Manual

Background

The Policies and Procedures Manual provides guidelines for County Staff and Leadership in procedural matters affecting all County Departments. It must be updated periodically to reflect changes in Board policy, changing business conditions, and administrative practices.

Discussion

This section was last updated in 2014. With these changing business requirements of numerous payment processes and changes in business conditions, it was necessary to update the County's Credit Card policy. Our office, in conjunction with the CAO's Office and the Auditor / Controller has developed these updates to respond to those changes.

Committee Action: (Omit if to Committee)

Due to the routine, yet time sensitive nature of this issue we have brought it directly to your Board for review and consideration

Fiscal Impact:

There is no fiscal impact resulting from this action.

Attachments

295-2017 Revised D-2 County Credit Card Policy

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION REPEALING AND)
REENACTING SECTION D-2 CREDIT CARD)
POLICY OF THE YUBA COUNTY)
ADMINISTRATIVE POLICY)
AND PROCEDURES MANUAL)

Resolution No. _____

WHEREAS, the purpose of the administrative manual is to provide guidelines for County staff and leadership in procedural matters affecting all County departments; and

WHEREAS, the current administrative policies and procedures are updated periodically to reflect changes in Board policy and current administrative practice; and

WHEREAS, the Credit Card policy was last updated in 2014; and

WHEREAS, business conditions have changed and evolved in a way that necessitates an update to this policy on the use of County credit cards; and

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby adopts the following sections of the Yuba County Administrative Policy and Procedures Manual as set forth in Exhibit A.

PASSED AND ADOPTED this _____ day of _____, 2017, by the Board of Supervisors of the County of Yuba, by the following votes:

AYES:

NOES:

ABSENT:

By: _____
Randy Fletcher, Chair



Approved As To Form:
Courtney Abril, Interim County Counsel

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

Exhibit A

COUNTY OF YUBA
PURCHASING CARD USER AGREEMENT

DEPARTMENT: _____ Date: _____

Card User's Name: _____ Phone: _____
(Please print)

I, _____, do hereby acknowledge receipt of purchasing card
(Please print)
number _____ and agree to assume responsibility for compliance with
the terms and conditions of the Yuba County Purchasing Card Policy.

Initial:

_____ I understand that the Purchasing Card is solely for official business of the County of Yuba,
intended to facilitate the payment of travel expenses for the conduct of County business
within applicable activity limits and is not for my personal use.

_____ I understand that use of the Purchasing Card for payments not authorized within the Yuba
County Purchasing Card Policy will be considered misuse of the Purchasing Card and may
result in administrative action such as, but not limited to, (a) immediate forfeiture of the
Purchasing Card, (b) disciplinary action which may include termination of my employment
and (c) conviction of a felony. I further understand that I am personally liable for any
payments not authorized by my Department Head and permitted within Yuba County
Purchasing Card Policy.

_____ I understand that all charges will be billed directly to and paid directly by the County of
Yuba and that I cannot make payments to the financial institution directly.

_____ I understand that I am responsible for maintaining security of the Purchasing Card and for
all charges made by or authorized by me against it. I will safeguard the Purchasing Card
with appropriate security from the time I receive the card until it is surrendered to the
appropriate person within my department.

_____ I agree to follow State of California law, County of Yuba purchasing policies and
procedures, and departmental guidelines.

_____ I understand that the Purchasing Card must be surrendered upon request and/or upon my
termination of employment from the County of Yuba.

_____ I have received appropriate training and agree to comply with all instructions as set forth by
the Yuba County Purchasing Card Policy.

_____ I understand that the Yuba County Auditor's office will audit the use of this card and
should I violate the terms of the Purchasing Cardholder Agreement, I will reimburse the

County of Yuba for all charges improperly authorized by me to the Purchasing Card and all costs incurred by the County of Yuba related to the collection of such charges.

Cardholder's Signature: _____ Date: _____

Department Head Signature: _____ Date: _____

Yuba County Administrative Policy & Procedures Manual

Subject: CREDIT CARD POLICY	Policy Number: D-2	Page Number: Page 1 of 3
	Date Approved: 02/19/08	Revised Date: TBD

PROCEDURE:

1. Applicability

The credit card policy described below applies to all County officials, employees, and eligible participants utilizing a credit card authorized by the County of Yuba.

2. Purpose

The purpose of the credit card policy is to promote the responsible use of the credit card as an efficient method to pay for expenses for official County business.

3. Authorized Use

The credit card will be issued to a County of Yuba department head/elected official. A Department Head may request an additional card for department management with Purchasing Agent approval.

The primary use of the credit card is for expenses associated with travel on official county business. Travel expenses include airline reservations/tickets, hotel/motel accommodations, rental car, fuel for rental car, meals, and conference fees.

Costs associated with training, training and reference materials needed for official county business, which do not require travel are also allowed.

The County Purchasing Agent is authorized to use the credit card to set up accounts with online auction services for the purposes of disposing County surplus property, and purchases using normal emergency purchasing requirements in accordance with Yuba County Purchasing and Contracts Manual, during a declared County emergency.

The credit card may also be used for a valid business use not mentioned in this policy with prior approval by the Purchasing Agent or County Administrator for a purchase up to \$2,000. The credit card may also be used by the Purchasing Agent to pay utility and other recurring bills electronically in cases where the electronic payment will generate a savings to the County. County purchasing guidelines still apply (i.e., I.T. must approve all technology purchases).

Any one making unauthorized charges with the credit card will be held personally liable for the charges.

4. Responsibilities

A. Auditor-Controller or designee is responsible for:

In conjunction with the Purchasing Agent, selection of the financial institution providing the most cost effective credit card services.

Settling accounts with the financial institution sponsoring the credit card.

Processing of payments to the sponsoring financial institution.

Performing compliance audits in order to determine the adequacy of internal controls and appropriate applications of the controls within County departments.

Preparing and submitting an annual report to the Board of Supervisors providing information on the volume of transactions both in number and dollar amount and other information relative to the effectiveness of the credit card program.

B. Purchasing Agent is responsible for:

Participating in the selection of the credit card provider.

Administration of the credit card program, including recommending policy regarding the authorized purpose, communication of information related to card issuance, changes in card limits, and termination of card use to the credit card provider.

Providing training. Training is mandatory for all staff participating in the County Credit Card program. Card usage will not be allowed until training has been completed.

Approval of all requests for credit cards.

Receipt of the monthly credit card invoice from the credit card provider and prompt processing of the invoice to the Auditor-Controller for payment.

Processing journal entries to the responsible department for their monthly credit card charges as reflected on the provider's monthly invoice.

C. Department Heads/Elected Officials are responsible for:

Accepting the credit card for their department and being responsible to ensure only authorized purchases are made with the credit card.

Attending a training session prior to being issued a card and receiving instruction in the uses and restrictions of the credit card. The purpose of the training session is to ensure that each department is familiar with the policies and procedures and to answer any questions regarding use of the card.

Ensuring that credit card procedures are understood by employees using the card. The card shall only be used by employees for purchases directed by the Department Head under the provisions of the Credit Card Policy and approved for County business only. Each card user must sign a Purchasing Card User Agreement, a copy of which will be kept on file in the department.

The Department Head must ensure credit card receipts are collected after each use, charges are reviewed and approved monthly so prompt payment may be made for the charges.

D. All cardholders are responsible for:

The cardholder is responsible to ensure purchases made with the card comply with the County purchasing policy and that no unauthorized charges are made with the card they have been issued.

The cardholder is responsible to attend training prior to using the card

The Cardholder shall be required to submit a report of expenditures, accompanied by sufficient, appropriate supporting documentation, on a monthly basis to Administrative Services under the established timeline (as may be amended from time to time).

If there are any small incidental charges noted on receipt that are personal in nature (example: hotel movie rental charged to room), a personal check for the incidental charge shall be deposited through your department's established deposit process. A copy of the deposit slip must be included with the monthly reconciliation you submit to Admin Services to show the County has been reimbursed

5. Termination of Card Use

Frequent abuses or failure to follow the purchase card procedures will be tracked using a point system, and may result in termination of the department's use of the credit card and/or other disciplinary action.

Termination of a card due to improper use may be initiated by the Auditor-Controller, County Administrator, Purchasing Agent, or County Counsel. These entities shall work together to authorize and complete a card termination.

If the credit card is lost or stolen, Department Head is to report the lost or stolen card to Administrative Services immediately to have the card cancelled in an effort to prevent fraudulent use.

6. Purchasing Card User Agreement

The Purchasing Card User Agreement must be reviewed and signed by all credit card users. *See Attachment A.*

Attachment A

COUNTY OF YUBA
PURCHASING CARD USER AGREEMENT

DEPARTMENT: _____ Date: _____

Card User's Name: _____ Phone: _____
(Please print)

I, _____, do hereby acknowledge receipt of purchasing card
(Please print)

number _____ and agree to assume responsibility for compliance with
the terms and conditions of the Yuba County Purchasing Card Policy.

Initial:

_____ I understand that the Purchasing Card is solely for official business of the County of Yuba,
intended to facilitate the payment of travel expenses for the conduct of County business
within applicable activity limits and is not for my personal use.

_____ I understand that use of the Purchasing Card for payments not authorized within the Yuba
County Purchasing Card Policy will be considered misuse of the Purchasing Card and may
result in administrative action such as, but not limited to, (a) immediate forfeiture of the
Purchasing Card, (b) disciplinary action which may include termination of my employment
and (c) conviction of a felony. I further understand that I am ~~personally~~ liable for any
payments not authorized by my Department Head and permitted within Yuba County
Purchasing Card Policy.

_____ I understand that all charges will be billed directly to and paid directly by the County of
Yuba and that I cannot make payments to the financial institution directly.

_____ I understand that I am responsible for maintaining security of the Purchasing Card and for
all charges made by or authorized by me against it. I will safeguard the Purchasing Card
with appropriate security from the time I receive the card until it is surrendered to the
appropriate person within my department.

_____ I agree to follow State of California law, County of Yuba purchasing policies and
procedures, and departmental guidelines.

_____ I understand that the Purchasing Card must be surrendered upon request and/or upon my
termination of employment from the County of Yuba.

_____ I have received appropriate training and agree to comply with all instructions as set forth by
the Yuba County Purchasing Card Policy.

_____ I understand that the Yuba County Auditor's office will audit the use of this card and
should I violate the terms of the Purchasing Cardholder Agreement, I will reimburse the

County of Yuba for all charges improperly authorized by me to the Purchasing Card and all costs incurred by the County of Yuba related to the collection of such charges.

Cardholder's Signature: _____ Date: _____

Department Head Signature: _____ Date: _____

The County of Yuba

Health and Human Services Department



TO: Board of Supervisors

FROM: Health and Human Services Department
Jennifer Vasquez, Director
Erich Runge, Program Manager

SUBJECT: Approve agreement with Victor Community Support Services for Child and Family Team services

DATE: July 11, 2017

NUMBER: 302/2017

Recommendation:

It is recommended that the Board of Supervisors approve the attached Agreement between the Health and Human Services Department, Child Welfare Services (CWS) Division and Victor Community Support Services for Child and Family Team (CFT) services for the term of July 1, 2017, through June 30, 2019 in the amount of \$309,920.00 per fiscal year.

Background:

Assembly Bill (AB) 403, commonly known as the Continuum of Care Reform (CCR) requires CFT services in the CWS Division. The intent of the CCR is to have children and youth, who must live apart from their biological parents, live in a permanent home with a committed adult(s) who can meet their needs. One of the CCR's most fundamental principles is that CWS are most effective when delivered in the context of a child or youth and family-centered, CFT that shares responsibility to assess, plan, intervene, monitor and refine services over time.

Discussion:

Welfare and Institutions Code, Section 16501.1 (c) and (d) require that county placing agencies convene a CFT meeting as defined in Section 16501 to identify supports and services that are needed to achieve permanency, enable a child to live in the least restrictive family setting, and promote normal childhood experiences.

Committee Action:

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

Fiscal Impact:

Approval of this Agreement will not impact County General Funds.

Attachments:

302/2017 - Victor Community Support Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Child and Family Team (CFT) services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("COUNTY"), on behalf of its Health and Human Services Department ("HHSD"), and Victor Community Support Services ("CONTRACTOR").

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A," Provisions A-1 through A-2. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-3 through A-5.

2. TERM.

Commencement Date: July 1, 2017

Termination Date: June 30, 2019

The term of this Agreement shall become effective on July 1, 2017, and shall continue in force and effect for a period of two (2) years, unless sooner terminated in accordance with the terms of this Agreement.

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

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

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-5.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of the Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. The Chief Financial Officer (CFO) is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

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

- Attachment G - Authorization for Release/Receipt of Information
- Attachment H - Yuba County Child Family Team Referral Form
- Attachment I - Yuba County CFT Meeting Success Plan
- Attachment J - Invoice Format
- Attachment K - Vendor Assurance of Compliance

9. TERMINATION.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2017.

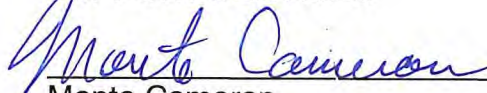
"COUNTY"

COUNTY OF YUBA

Chair
Yuba County Board of Supervisors


"CONTRACTOR"

VICTOR COMMUNITY
SUPPORT SERVICES



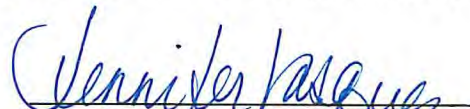
Monte Cameron,
Chief Financial Officer

APPROVED AS TO FORM:

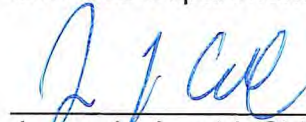


Courtney C. Abril,
Interim County Counsel

RECOMMENDED FOR APPROVAL:

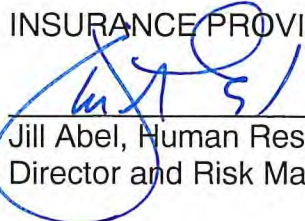


Jennifer Vasquez, Director
Yuba County Health and Human
Services Department



James L. Arnold, Chief Probation
Officer
Yuba County Probation

INSURANCE PROVISIONS APPROVED:



Jill Abel, Human Resource
Director and Risk Manager

ATTACHMENT A

SERVICES

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

A.1.1 The Family Advocate shall:

- A.1.1.1** Within forty-eight (48) hours of receipt of initial referral from the COUNTY Social Worker (SW) or Deputy Probation Officer (DPO) begin the process of seeking and engaging with available natural supports and community resources to create the Child and Family Team (CFT).
- A.1.1.2** Complete a connection map with the youth, SW and/or DPO in an effort to identify and locate all potential CFT members.
- A.1.1.3** Orient all natural supports to the CFT process including purpose, philosophy and logistics.
- A.1.1.4** Assess what location would be most suitable for the CFT meeting.
- A.1.1.5** Submit the CFT team members and resources contact sheet to the court SW or DPO as part of the Jurisdiction Hearing.
- A.1.1.6** After the initial Detention Hearing, immediately make a referral to the CFT Facilitator to begin coordination of the initial CFT. The referral will include the initial connection map and contact sheet.
- A.1.1.7** Meet quarterly with HHSD Program Manager to discuss trends, challenges and practices to better serve the youth, families, support individuals, and team members.

A.1.2 The Facilitator shall:

- A.1.2.1** Coordinate with the Family Advocate to schedule the initial CFT meeting within fourteen (14) days of the initial Detention Hearing. Location of the meeting will be based upon the family needs upon review of the connection map and contact sheet.
- A.1.2.2** Conduct the initial and follow up CFT meeting utilizing the Yuba County Child and Family Team structure of engaging youth, family members and ancillary individuals so the family's input and needs are considered when completing a Child and

Family Team Meeting Success Plan (Attachment I) that will inform the initial case plan. The plan will include the following:

- (a) Harm and Danger
- (b) CFT strengths
- (c) CFT resources list (Connection Map)
- (d) Needs assessment; and
- (e) Action Plan

A.1.2.3 Conduct a follow-up CFT meeting prior to the six (6) month Case Plan review or upon the identified need for another meeting to make other key decisions.

A.1.2.4 Meet quarterly with HHSD Program Manager to discuss trends, challenges and practices to better serve the youth, families, support individuals, and team members.

A.1.3 The COUNTY SW/DPO shall:

A.1.3.1 Initiate the teaming process by submitting a completed Child and Family Team Referral Form (Attachment H), copy of the Detention Report, and Release of Information (Attachment G) signed by the parents to the CFT Facilitator prior to the Detention Hearing.

A.1.3.2 Immediately contact the Family Advocate by telephone to begin the process of seeking and engaging with available natural supports and community resources, all of whom will be part of the eventual CFT.

A.1.3.3 Provide the date and time of the initial Detention Hearing to the CFT Facilitator and Family Advocate,

A.1.3.4 Contact the CFT Facilitator via encrypted email to begin the coordination of the Pre-Dispositional CFT within two (2) days following the Jurisdictional Hearing.

A.1.3.5 Be responsible for making referrals for CFTs as needed, but no less than forty (45) days prior to every scheduled six (6) month review hearing.

A.2 CONTRACTOR REPORTS.

A.2.1 CONTRACTOR agrees to provide the Connection Map, CFT Plan and material monthly with invoice.

- (a) Number of CFT's per month
- (b) Number of Natural Supports thru Family Finding
- (c) Number of CFT per case
- (d) Copies of Satisfaction Surveys

A.2.2 Provide the following when requested by HHSD Program Manager/SW or Probation Program Manager/DPO:

- (a) Scribe on white board
- (b) Print white board document notes
- (c) Complete note template
- (d) Provide original white board notes and template to SW or DPO

A.3 TIME SERVICES RENDERED.

The specific date(s) and times will be mutually agreed upon by the COUNTY and CONTRACTOR.

A.4 MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner.

A.5 FACILITIES FURNISHED BY COUNTY.

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

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ATTACHMENT B

PAYMENT

- B.1** COUNTY shall pay CONTRACTOR for performance of services outlined in Attachment A.
- B.1.1 BASE CONTRACT FEE.** In no event shall total compensation paid to CONTRACTOR under Provision B.1 exceed Three Hundred Nine Thousand Nine Hundred Twenty Dollars (\$309,920.00) for Fiscal Year 2017-2018 and Three Hundred Nine Thousand Nine Hundred Twenty Dollars (\$309,920.00) for Fiscal Year 2018-2019 for a maximum amount payable of Six Hundred Nineteen Thousand Eighty-Four Dollars (\$619,840.00) without a formal written amendment to this Agreement approved by both parties.
- B.1.2** CONTRACTOR shall submit a request for payment after completion of services no later than the tenth (10th) day of the month following provision of service, in accordance with Attachment J – Invoice Format; with back-up documentation (i.e. copy of payroll ledger, monthly check stub, etc) and the number of CFT's per month, Number of Natural Supports thru Family Finding, Number of follow up CFT's per month and copies of Customer Satisfaction Surveys.
- B.1.3** For services rendered in June during the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment J - Invoice Format, based upon the estimated costs of services to be rendered no later than June 10th. CONTRACTOR shall submit a final invoice based on actual costs of services rendered no later than the tenth (10th) day of the month following the provision of services. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.
- B.2 TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.
- B.4 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT C

ADDITIONAL PROVISIONS

- C.1 FUNDING.** CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and unenforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.
- C.2 CHILD ABUSE/ADULT ABUSE.** CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code Section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code Section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR'S employees will execute appropriate certifications relating to reporting requirements.
- C.3 DRUG FREE WORKPLACE.** CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code Section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to drug-free workplace.
- C.4 INSPECTION.** CONTRACTOR'S performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.
- C.5 CIVIL RIGHTS.** CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the CDSS, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.
- C.6 FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

- C.7 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.
- C.8 RECORDS.** CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY'S Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.
- C.9 ACCEPTANCE.** All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within twenty-four (24) hours after personal or telephonic notice by the COUNTY'S representative on items affecting essential use the facility, safety, or the preservation of property, and within ten (10) days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.
- C.10 INTELLECTUAL PROPERTY.** COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, and documents developed or modified under this Agreement.
- C.11 DEBARMENT.** COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.sam.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

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ATTACHMENT D

GENERAL PROVISIONS

- D.1 INDEPENDENT CONTRACTOR STATUS.** At all times during the term of this Agreement, the following apply:
- D.1.1** All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two (2) independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
 - D.1.2** CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
 - D.1.3** CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.
 - D.1.4** As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.
 - D.1.5** CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.
 - D.1.6** If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.
 - D.1.7** As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

- D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.
- D.3 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR'S obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
- D.4 INDEMNITY.** CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR'S officers, agents, employees, contractors, or sub-contractors.
- D.5 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- D.6 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.7 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

- D.8 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.
- D.9 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest," as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- D.10 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.
- D.11 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:
- D.11.1** CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- D.11.2** COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.
- D.11.3** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits

which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon ten (10) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

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

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

- D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.
- D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.
- D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.18 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.19 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.19.1 NUMBER AND GENDER.** In this Agreement, the neutral gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.19.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.20 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

- D.21 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.22 MODIFICATION.** No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.23 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- D.24 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.25 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.26 JURISDICTION.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Yuba, State of California.
- D.27 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.28 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.
- D.29 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

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

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

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

If to "COUNTY":

Jennifer Vasquez, Director
Yuba County Health and
Human Services Department
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:
County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

James L. Arnold, Chief Probation Officer
Yuba County Probation
215 5th Street, Suite 154
Marysville, CA 95901

If to "CONTRACTOR":

Victor Community Support Services
Doug Scott, Chief Executive Officer
1360 East Lassen Avenue
Chico, CA 95973-7823

ATTACHMENT E

INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

- E.5 Primary Coverage.** For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.
- E.6 Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the COUNTY.
- E.7 Waiver of Subrogation.** CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.
- E.8 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- E.9 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.
- E.10 Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:
- E.10.1** The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - E.10.2** Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - E.10.3** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- E.11 Verification of Coverage.** CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E.12 Subcontractors.** CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- E.13 Special Risks or Circumstances.** COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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ATTACHMENT F
COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract for Child and Family Team (CFT) services entered into between the COUNTY and Victor Community Support Services, (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

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

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

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

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

F.3 BACKGROUND.

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

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual

who violates the privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for confidential information can limit the potential exposure of confidential information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR's possession.

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

F.4 PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

F.4.8 NOTIFICATION OF BREACH.

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

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

Yuba County Privacy Officer
Phone: (530) 749-6311
E-Mail: securityincidents_YCHHSD@co.yuba.ca.us
Fax: (530) 749-6281

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

- (a) What data elements were involved and the extent of the data involved in the breach (e.g. number of records or affected individual's data);
- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or confidential information;
- (c) A description of where the confidential information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

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

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

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

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

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: 6-26-17

CONTRACTOR

Monte Cameron
(Signature)

Monte Cameron, CFO

(Print Name and Title)

ATTACHMENT G

AUTHORIZATION FOR RELEASE/RECEIPT OF INFORMATION

☐ VTC

☒ VCSS

(Check one)

AUTHORIZATION FOR RELEASE/RECEIPT OF INFORMATION

CLIENT INFORMATION:		
LAST NAME:	FIRST NAME:	MIDDLE INITIAL:
ADDRESS:	CITY/STATE/ZIP CODE:	DATE OF BIRTH:

AUTHORIZATION DETAILS:

I, the undersigned, hereby authorize the: ☐ Use ☐ Disclosure ☐ Exchange ☐ Request of the following Protected Health Information (PHI) from:

Name: _____ Phone: _____

Address: _____

Release To:

Name: Victor Community Support Services Phone: 530-671-3427

Address: 103 D Street, Marysville, CA 95901

This disclosure of information is required for the following purpose(s): Provide detailed descriptions of the information. (45 C.F.R. 164.508 (c); (f); & Civ. Code 56.11 (d) & (g))

☐ Evaluation ☐ Treatment/Planning/Operations ☐ Other: _____

In addition, disclosure shall be limited to releasing documents generated by this Agency to the following types of information: (Description)

- | | |
|--|--|
| <input type="checkbox"/> Entire Record | <input type="checkbox"/> Dates and Provider of Medical, Neurological |
| <input type="checkbox"/> Diagnosis | Assess. Lab Tests, e.g., EEG, EKG, etc. |
| <input type="checkbox"/> Discharge Summary | <input type="checkbox"/> Results of Testing |
| <input type="checkbox"/> Evaluations/Assessments | <input type="checkbox"/> Social History/Treatment Planning |
| <input type="checkbox"/> Legal Information | <input type="checkbox"/> Other: _____ |
| | Describe: _____ |

EXPIRATION OF AUTHORIZATION

This authorization expires on ____ / ____ / ____, or one year from the signature date below.

(HIPAA Form 03-01—April 14, 2003) (Revised Date—November 15, 2011)

Page 1 of 2

HF 11-01

CLIENT RIGHTS and RESPONSIBILITIES

1. **Expiration:** I understand that unless I revoke the authorization earlier, this authorization will automatically expire as indicated above.
2. **Re-Disclosure under HIPAA:** I understand that information used or disclosed in accordance with this authorization may no longer be protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and could be used or re-disclosed by the receiving party. However, as noted below, federal and state regulations governing the confidentiality of alcohol and drug abuse patient records will continue to protect the confidentiality of information that identifies me as a patient in an alcohol or other drug program from re-disclosure.
3. **Refusal to sign:** I understand that I may refuse to sign this authorization and that it will not condition treatment, payment, or eligibility of benefits on whether I sign this authorization.
4. **Certification:** I certify that I am (check whichever applies):
 - ☐ The client and the identification that I have provided is true and correct.
 - ☐ The client's authorized representative and that the identification and proof of authority that I have provided are true and correct. My relationship to the client is that of: _____
5. **Revocation:** I have the right to make a written request to stop the use or disclosure of information at any time although I understand that I cannot do anything about information already used or disclosed under this authorization.
6. **Copy:** I understand that I will receive a copy of this authorization upon my request.
7. **Minors:** I understand that minors 12 years of age and older may be required to sign the authorization along with their parent/guardian.

ACKNOWLEDGEMENT

I am the individual to whom the requested information/record applies, or the parent or legal guardian of a minor, or the legal guardian of a legally incompetent adult. I declare under penalty of perjury in accordance with 28 C.F.R. § 16.41(d)(2004) that I have examined all the information on this form, and on any accompanying statements or forms, and it is true and correct to the best of my knowledge. I understand that anyone who knowingly or willfully seeking or obtaining access to records about another person under false pretenses is punishable by a fine. I also understand that any applicable fees must be paid by me.

_____	Date: ____/____/____
Signature of Client	Month / Day / Year
_____	Date: ____/____/____
Signature of Parent, Guardian or Conservator	Month / Day / Year
_____	Date: ____/____/____
Witness Signature	Month / Day / Year

REVOCATION OF AUTHORIZATION

As of this date (_____), I hereby revoke this authorization.

_____	_____
Name of Client	Signature of Client Revoking Authorization
_____	_____
Name of Parent/Guardian	Signature of Parent/Guardian Revoking Authorization

ATTACHMENT H

CHILD FAMILY TEAM REFERRAL FORM

Yuba County Child Family Team Referral Form			
<u>Family Information</u>			
Children being discussed at meeting:			
Child 1:			DOB:
Caregiver:			
Address:			Phone:
Child 2:			DOB:
Caregiver:			
Address:			Phone:
Child 3:			DOB:
Caregiver:			
Address:			Phone:
Mother:			
Address:			Phone:
Father:			
Address:			Phone:
Other Relative:			
Address:			Phone:
Other Relative:			
Address:			Phone:
Other Relative:			
Address:			Phone:
FFA/STRTP SW Name:			
Address:			Phone:
Phone:		Email:	
SW/DPO Name:			
Address:			Phone:
Phone:		Email:	
<input type="checkbox"/> Family has been told what a CFT is <input type="checkbox"/> Release of Information has been signed			
Safety Concerns:			
<u>Family Characteristics</u>			
<input type="checkbox"/> Children age 5 and under in the family	<input type="checkbox"/> Child Medically Involved	Provider:	
<input type="checkbox"/> Intellectual Disabilities (ID)/Intellectual Developmental Disabilities (IDD)		Provider:	
<input type="checkbox"/> History of Alcohol or Drug Abuse	<input type="checkbox"/> Youth <input type="checkbox"/> Parent	Provider:	
<input type="checkbox"/> Mental Health Issues	<input type="checkbox"/> Youth <input type="checkbox"/> Parent	Provider:	
<input type="checkbox"/> Family/Child(ren) involved in counseling	Provider:		
<input type="checkbox"/> Physical/Sexual/Emotional Abuse Issues	Provider:		
<input type="checkbox"/> Domestic Violence Issues	Provider:		
<input type="checkbox"/> Placement Concern	Caregiver:		
<input type="checkbox"/> Housing Concern:			
<input type="checkbox"/> Child has educational concerns	<input type="checkbox"/> Truancy <input type="checkbox"/> Expulsion <input type="checkbox"/> SED <input type="checkbox"/> On IEP		
School System:			
<input type="checkbox"/> Child has behavioral concerns:			
Additional Comments:			
<input type="checkbox"/> ICWA	Tribal Affiliation:		
Next Court Date:	Hearing Type:		

ATTACHMENT I

CFT MEETING SUCCESS PLAN

Yuba County CFT Meeting Success Plan

Facilitator:				
Family Advocate:				
Case Name:	Date:	CFT Meeting:		
		<input type="checkbox"/> Initial <input type="checkbox"/> Pre-Dispositional <input type="checkbox"/> Status Review/Other		
Harm and Danger Statement:				
Vision Statement:	Strengths:	Resources:		
		Name:	Relationship:	Initial:
Needs:	Goals for Needs:	Strategies:		
		Action Plan/Step for Each Goal:		Who:
Comments:				

By signing below, I acknowledge that:

- I participated in the Child Family Team Meeting
- I will be provided a copy of the Child Family Team Meeting Success Plan

Print Last Name, First Name	Signature	Date
Print Last Name, First Name	Signature	Date
Print Last Name, First Name	Signature	Date

ATTACHMENT J

INVOICE FORMAT

Contractor's Name and Address	Contact Name and Telephone Number
Victor Community Support Services, Inc. Doug Scott, Chief Executive Officer 1360 East Lassen Avenue Chico, CA 95973-7823	Rachel Pena-Roos, Executive Director 103 D Street Marysville, CA 95901 Phone: (530) 671-3427 Email: rproos@victor.org
Program	Month/Year
Child and Family Team Services	
Please complete the following before submitting invoice for payment.	
Number of CFT Referrals:	
Number of CFTs Completed:	
Number of Natural Supports identified through Family Finding:	
Number of Satisfaction Surveys completed:	
Total Monthly Payment \$ <u>25,826.67</u>	
Certification:	
<p>I certify that this invoice is in all respects true and correct; that all material, supplies, or services claimed have been received or performed, and were used or performed exclusively in connection with the Agreement; that payment has not been previously received for the amount invoiced herein; and that the original invoices, payrolls, or other documentation are on file.</p>	
<hr style="width: 100%;"/> Authorized Signer	<hr style="width: 100%;"/> Date
Mail original and back-up documentation to: Yuba County Health & Human Services Department Attention: Administration/Finance Division Post Office Box 2320 Marysville, CA 95901	

ATTACHMENT K

VENDOR ASSURANCE OF COMPLIANCE WITH THE YUBA COUNTY WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

6-26-17

Date

Monte Cameron
Contractor's Signature

1360 East Lassen Ave., Chico CA 95973
Address of vendor/recipient

CR50-Vendor Assurance of Compliance

(08/13/01)

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Michael Lee

SUBJECT: Community Development and Services Agency: Adopt resolution adopting the budget for Gledhill Landscaping and Lighting District.

DATE: June 27, 2017

NUMBER: 282/2017

Recommendation

Adopt resolution adopting the budget for Gledhill Landscaping and Lighting District.

Background

On April 25, 2017, your Board approved a resolution adopting the Engineer's Report, on May 23, 2017 a public hearing was held, and the Board of Supervisors approved a resolution confirming the assessments within the Gledhill Landscaping and Lighting District.

Discussion

The assessment, shown in the Engineer's Report, will provide revenue needed to operate the district for the fiscal year 2017/2018. There has been no change in the assessment rate from last year's rate and these funds are used to maintain landscaping, repair recreational equipment, improve existing irrigation, install new irrigation and landscaping, and other work required to operate the district.

Committee Action: (Omit if to Committee)

The Land Use & Public Works Committee was bypassed as this action is routine in nature and occurs annually.

Fiscal Impact:

No impact to the General Fund. Assessments collected are used to operate and maintain the District.

Attachments

282 Resolution Adopting Budget

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

**RESOLUTION ADOPTING BUDGET)
FOR GLEDHILL LANDSCAPING AND)
LIGHTING DISTRICT)**

RESOLUTION NO. _____

WHEREAS, the attached budget, Attachment 1 for Gledhill Landscaping and Lighting District has been prepared for Board approval, and

WHEREAS, on May 23, 2017, Resolution No. 2017-63, the Board of Supervisors held a public hearing to hear protest or objections to levy and collect assessments for fiscal year 2017/2018.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Yuba hereby approves and adopts this budget.

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

AYES:

NOES:

ABSENT:

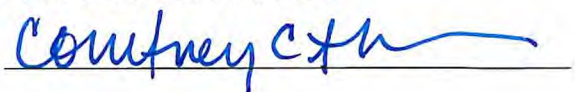
ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: _____

COURTNEY ABRIL
INTERIM YUBA COUNTY COUNSEL
APPROVED AS TO FORM:



Attachment 1

**GLEDHILL LANDSCAPING AND LIGHTING DISTRICT
BUDGET FOR FISCAL YEAR 2017-2018**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	REQUEST 2017-2018
784-9984-431-23-00	PROFESSIONAL SERVICES	\$48,500.00
TOTAL		\$48,500.00

ESTIMATED REVENUE

784-0000-351-30-00	INTEREST	\$ 300.00
784-0000-371-98-99	SPECIAL DISTRICT ASSESSMENT	\$48,800.40
TOTAL		\$49,100.40

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Michael Lee

SUBJECT: Community Development and Services Agency: Adopt resolution adopting the budget for Linda Street Lighting Maintenance District

DATE: June 27, 2017

NUMBER: 283/2017

Recommendation

Adopt resolution adopting the budget for Linda Street Lighting maintenance District.

Background

The Linda Street Lighting Maintenance District was formed on August 7, 1967, pursuant to the Improvement Act of 1911 (Streets and Highways Code, Division 7, Part 3, Chapter 26, commencing with Section 5830). Annual assessments are imposed upon each parcel of real property within the district on the basis of the estimated benefit to the parcel in a cumulative amount sufficient to cover the annual expense of maintenance and operation of an electrical street lighting system owned, maintained and operated by Pacific Gas and Electric Company.

On May 23, 2017 the Board of Supervisors approved a resolution confirming the assessments within the Linda Street Lighting Maintenance District.

Discussion

Streets and Highways Code Section 5830.1 requires lighting maintenance assessments to be levied pursuant to Chapter 6.1 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the Government Code (The Benefit Assessment Act of 1982). Government Code Section 54717, subdivision © authorizes the Board of Supervisors to annually determine the cost of the service, which is financed by the assessment, and by ordinance or resolution, determine and impose the assessment.

The proposed assessment for fiscal year 2017-2018 is \$12 per unit, the same as for fiscal year 2016-2017. The assessments will provide revenue needed to operate the district for fiscal year 2017/2018.

Committee Action: (Omit if to Committee)

The Land Use & Public works Committee was bypassed as this action is routine in nature and occurs annually.

Fiscal Impact:

No impact to the General Fund. Assessments collected are used to operate and maintain the District.

Attachments

283 Resolution Adopting Budget

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

RESOLUTION ADOPTING BUDGET)
FOR LINDA STREET LIGHTING)
MAINTENANCE DISTRICT)

RESOLUTION NO. _____

WHEREAS, the attached budget, Attachment 1 for Linda Street Lighting Maintenance District has been prepared for Board approval, and

WHEREAS, on May 23, 2017, Resolution No. 2017-64, the Board of Supervisors held a public hearing to hear protest or objections to levy and collect assessments for fiscal year 2017/2018.

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Yuba hereby approves and adopts this budget.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

COURTNEY ABRIL
INTERIM YUBA COUNTY COUNSEL
APPROVED AS TO FORM:



Attachment 1

**LINDA STREET LIGHTING MAINTENANCE DISTRICT
BUDGET FOR FISCAL YEAR 2017-2018**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	REQUEST 2017-2018
785-9985-431-23-00	PROFESSIONAL SERVICES	\$100,000.00
785-9985-431-23-00	N BEALE RD IMPROVEMENTS	\$275,000.00
TOTAL		\$375,000.00

ESTIMATED REVENUE

785-0000-351-30-00	INTEREST	\$ 2,500.00
785-0000-371-98-99	SPECIAL DISTRICT ASSESSMENT	\$ 47,304.00
785-0000-311-01-00	SECURED TAXES	\$ 61,500.00
TOTAL		\$ 111,304.00
Use Fund Carryover		\$ 263,696.00

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Michael Lee

SUBJECT: Community Development and Services Agency: Adopt resolution adopting the County Service Area Assessment Summary.

DATE: June 27, 2017

NUMBER: 285/2017

Recommendation

Adopt the County Service Area Assessment Summary.

Background

Every year the County Service Area Assessment Summary is brought before the Board of Supervisors to Adopt with the budget. The Assessments for each CSA vary depending on new parcels (Parcel Maps, or Tract Maps), lot line adjustments, structures, vacant land, and/or the Consumer Price index. The total annual revenue for all the CSA's combined is estimated at \$2,988,428.87 for the fiscal year 2017/2018.

Discussion

The assessments will provide revenue needed for services within each County Service Area.

Fiscal Impact:

None on the General Fund. CSA assessments are collected concurrently with the ad valorem taxes and the revenues are spent on services provided to CSA's from within which the assessments were collected.

Attachments

285 CSA Summary

Yuba County Public Works
County Service Area Assessments
2017-2018

CSA NO.	ASSESSMENT PER LOT - VACANT	ASSESSMENT PER LOT - IMPROVED	ANNUAL REVENUE \$
2	100.00	200.00	22,600.00
4	24.00	96.00	1,872.00
5	100.00	400.00	7,600.00
8	44.00	176.00	5,192.00
9	21.00	84.00	2,163.00
10	163.00	163.00	1,630.00
11	22.00	88.00	2,816.00
12	20.00	80.00	980.00
13	25.00	100.00	1,825.00
14	100.00	200.00	30,900.00
15	75.00	150.00	13,125.00
16	28.00	112.00	1,120.00
17	182.00	250.00	1,296.00
18	33.00	132.00	4,224.00
19	N/A	300.00	16,200.00
20	31.00	124.00	1,271.00
21	34.00	136.00	9,350.00
22	N/A	220.00	1,760.00
24	48.00	192.00	1,152.00
25	38.00	152.00	1,634.00
25A	N/A	75.00	2,325.00
26	18.00	72.00	864.00
28	258.75	517.50	4,140.00
29	21.00	84.00	861.00
30	60.00	240.00	840.00
31	10.00	10.00	70.00
32	15.00	60.00	360.00
33	43.00	172.00	2,322.00
34	20.00	80.00	1,020.00
36	48.00	192.00	864.00
37	38.00	152.00	2,964.00
38	90.00	360.00	13,410.00
39	155.25	310.50	9,470.25
40	84.00	336.00	4,620.00
42	27.00	108.00	1,539.00
43	15.00	60.00	405.00
44	110.00	440.00	2,640.00
45	60.00	240.00	2,280.00
46	45.00	180.00	1,575.00
48	60.00	60.00	12,720.00
52	23.00	148.00	96,768.00
52B	N/A	280.60	383,019.00
52C	N/A	443.00	56,261.00
53	100.00	200.00	900.00
54	100.00	200.00	1,300.00
55	18.00	72.00	234.00
59	200.00	400.00	4,200.00

Yuba County Public Works
County Service Area Assessments
2017-2018

CSA NO.	ASSESSMENT PER LOT - VACANT	ASSESSMENT PER LOT - IMPROVED	ANNUAL REVENUE \$
60	50	200	450.00
61	N/A	284.08	5,113.44
63	N/A	289.94	20,005.86
66A	N/A	467.76	1,487,944.56
66B	N/A	353.28	83,374.08
66C	N/A	607.94	299,714.42
66D	N/A	369.32	67,585.56
66E	N/A	617.92	61,174.08
69	N/A	295.68	24,245.76
70	N/A	170.12	110,918.24
70A	N/A	98.94	91,321.62
			2,988,528.87



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JUN 19 2017

Clerk/Board of Supervisors



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

Notice of Public Workshops for the 2018 Joint Triennial Review of the Water Quality Control Plans for the Sacramento River and San Joaquin River Basins and the Tulare Lake Basin

The Central Valley Regional Water Quality Control Board (Central Valley Water Board) is beginning the process of reviewing its Water Quality Control Plans for the Sacramento River and San Joaquin River Basins and for the Tulare Lake Basin (Basin Plans). The Basin Plans cover all the watersheds of the Central Valley from the Oregon state border to the northern tip of Los Angeles County. The Basin Plans identify beneficial uses of surface water and groundwater, establish water quality objectives to protect beneficial uses, and describe an implementation plan to achieve water quality objectives.

The Central Valley Water Board staff will hold two public workshops to receive comments on basin plan elements that may need amendment. The purpose of the triennial review is to identify high priority basin planning issues that the Central Valley Water Board will direct basin planning efforts over the next three years. Amendments to the basin plan may occur as a result of the triennial review priorities but are not part of the triennial review process. The triennial review process does not include consideration of waste discharge requirements, waivers of waste discharge requirements, National Pollutant Discharge Elimination System permits, or other regulatory matters.

While Central Valley Water Board members may be present, no action will be taken on the triennial review during these workshops. Time limits may be imposed on interested persons. The public workshops are scheduled as follows:

Date: 16 August 2017

Time: 1:00 pm

Place: Central Valley Water Board office
1685 E Street
Fresno, CA 93706

Date: 23 August 2017

Time: 1:00 pm

Place: Central Valley Water Board office
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670

The workshop facilities will be accessible to persons with disabilities. Individuals requiring special accommodations are requested to contact Ms. Betty Yee at (916) 464-4643 at least 5 working days prior to the meeting. TTY users may contact the California Relay Service at 1-800-735-2929 or voice line at 1-800-735-2922.

Written comments recommending issues to consider during the Triennial Review process should be submitted by **30 August 2017**. Staff will provide an update to the Central Valley Water Board as an information item during its August 2017 Board meeting and will include a summary of written comments submitted by **31 July 2017**. Comments should be submitted to

KARL E. LONGLEY ScD, P.E., CHAIR | PAMELA C. CREEDON P.E., BCCE, EXECUTIVE OFFICER

11020 Sun Center Drive #200, Rancho Cordova, CA 95670 | www.waterboards.ca.gov/centralvalley

Betty Yee, Regional Water Quality Control Board, Central Valley Region, 11020 Sun Center Drive, #200, Rancho Cordova, CA 95670 or to Bethany Soto, Regional Water Quality Control Board, Central Valley Region, 1685 E Street, Fresno, CA 93706. In the comments, please provide a detailed description of the issue, a brief statement of reasons for the addition or deletion of an issue, and recommendation on the priority that should be given to that particular issue. At the workshops, interested persons will be provided the opportunity to present oral comments. Comments on either Basin Plan may be presented at either workshop.

Following the workshops, staff will review oral and written comments and prepare final recommendations in work plans for Central Valley Water Board consideration at a future public hearing. Staff will identify which issues are expected to be addressed in the next three years with existing resources and which require additional resources. The work plans will be available for comments prior to the future hearing.

Additional information regarding the triennial review is available in PDF format from the Central Valley Water Board's Internet website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/triennialreviews.shtml

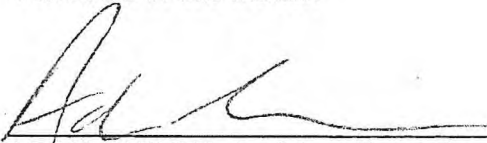
Copies of this document can also be obtained by contacting or visiting the Central Valley Water Board's office at 11020 Sun Center Drive, #200, Rancho Cordova, California 95670-6114 or 1685 E Street, Fresno, California 93706 weekdays between 8:00 a.m. and 5:00 p.m. Questions regarding this triennial review should be directed to Betty Yee at (916) 464-4643 or byee@waterboards.ca.gov or to Bethany Soto at (559) 445-6077 or bsoto@waterboards.ca.gov. Persons wishing to subscribe to the electronic mailing list can do so through our website by clicking on the "Subscribe" button on the right side of our webpage at:

http://www.waterboards.ca.gov/resources/email_subscriptions/reg5_subscribe.shtml

Check either or both of the boxes titled "Basin Plan Triennial Review for the Sacramento & San Joaquin River Basins" and "Basin Plan Triennial Review for the Tulare Lake Basin."

If you have already signed up for the mailing list in the past, you need not sign up a second time. All future information and notifications pertaining to this triennial review will be provided electronically through this subscription service, and to those interested parties who have requested notification via US mail

Please bring the above information to the attention of anyone you know who would be interested in this matter.


ADAM LAPUTZ, Assistant Executive Officer

9 June 2017



RECEIVED

JUN 20 2017

Clerk/Board of Supervisors



244-2017
EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

NOTICE OF PUBLIC HEARING

Concerning

Amendments to Reformat the Water Quality Control Plan for
the Sacramento River and San Joaquin River Basins and the
Water Quality Control Plan for the Tulare Lake Basin

The Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board or Board) will hold a public hearing to consider adoption of proposed amendments to reformat the Water Quality Control Plan for the Sacramento and San Joaquin River Basins and the Water Quality Control Plan for the Tulare Lake Basin (Basin Plans). These amendments include changing the format to single columns, adding numbering to the headers, and replacing the statewide policies in the appendices with links to the State Water Resources Control Board's website.

The public hearing, to be conducted during the August 2017 Central Valley Water Board meeting, is scheduled at the time and location noted below:

Date: 10 to 11 August 2017 (Please contact staff two weeks prior to the meeting for the exact date.)

Time: 8:30 am

Place: Central Valley Water Board office
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670

After hearing testimony, the Central Valley Water Board may choose to act on the proposal, make revisions to the staff proposal, or may choose to continue or close the hearing and vote on the proposal at a future meeting.

Interested persons may download the draft Staff Report for the proposed Basin Plan amendments in PDF format from the Central Valley Water Board's Internet website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/non-regchanges.shtml

Copies of these documents can also be obtained by contacting or visiting the Central Valley Water Board's offices at 11020 Sun Center Drive, #200, Rancho Cordova, California 95670-6114 or 1685 E Street, Fresno, California 93706-2007 weekdays between 8:00 a.m. and 5:00 p.m. Confirmation of the hearing date and any questions regarding the proposed amendments should be directed to Betty Yee at 916-464-4643 or betty.yee@waterboards.ca.gov. To continue receiving notifications regarding these amendments, you must subscribe to the "Basin Plan Triennial Review for the Sacramento & San Joaquin River Basins" mailing list through our webpage at: http://www.waterboards.ca.gov/resources/email_subscriptions/reg5_subscribe.shtml or by sending a written request to Ms. Betty Yee at the above postal or email address.

KARL E. LONGLEY ScD, P.E., CHAIR | PAMELA C. CREEDON P.E., BCEE, EXECUTIVE OFFICER

11020 Sun Center Drive #200, Rancho Cordova, CA 95670 | www.waterboards.ca.gov/centralvalley

Written comments must be submitted by **17 July 2017** to Ms. Betty Yee at the above postal or email address. Written comments received after this date will not be accepted. Staff will review comments received and prepare responses and final recommendations for the Board to consider during its August 2017 Board meeting.

At the hearing, staff will summarize written comments and will present a final recommendation for Board consideration. Interested persons will be provided the opportunity to present oral comments to the Central Valley Water Board at the hearing, and are expected to orally summarize their written submittals. All exhibits presented at the hearing, including charts, graphs, and other testimony, must be left with the Board and will become part of the administrative record. Oral testimony will be limited in time by the Board Chair.

The hearing facilities will be accessible to persons with disabilities. Individuals requiring special accommodations are requested to contact Ms. Kiran Lanfranchi-Rizzardi at (916) 464-4839 at least 5 working days prior to the meeting. TTY users may contact the California Relay Service at 1-800-735-2929 or voice line at 1-800-735-2922.

Please bring the above information to the attention of anyone you know who would be interested in this matter.


ADAM LAPUTZ, Assistant Executive Officer

9 June 2017



AT&T
2600 Camino Ramon
4W850L
San Ramon, CA 94583

299-2017

RECEIVED

JUN 26 2017

Clerk/Board of Supervisors

6/21/2017

VIA CERTIFIED MAIL

Ms. Anna Hom
CONSUMER PROTECTION & SAFETY DIVISION
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

**RE: AT&T Mobility Site - 10090446 – CVL00989 – SCRMCA006 – 15358 OREGON
HILL RD, DOBBINS, California 95935**

This is to provide the Commission with notice to the provisions of General Order No. 159A of the Public Utilities Commission of the State of California ("CPUC") that:

(a) AT&T Mobility has obtained all site land use approval(s) for the project described in Attachment A.

A copy of this notification letter is also being provided to the appropriate local governmental agency for its information. Should there be any questions regarding this project, or if you disagree with any information contained herein, please contact me at ellenmagnie@caldwellcompliance.com or 925-918-5182.

Sincerely,

Attachment

cc: County Planning Director
Clerk of the Board of Supervisors
County Executive
Yuba County
915 8th Street , Marysville, California 95901

ATTACHMENT A

- 1-9 Project Location:** Modification
- Site Identification Number: CVL00989
- Project Number: 3701A06H30
- Site Name: SCRMCA Y006
- Site Address: 15358 OREGON HILL RD, DOBBINS, California 95935
- County: YUBA
- Assessor's Parcel Number: 064-260-001
- Latitude: 39-23-19.0
- Longitude: 121-10-39.4
-
- 10-14 Project Description:**
- Number of Antennae to be installed: 3 antennas total approved at
191' in height
- Tower Design: SELF SUPPORT
- Tower Appearance: SELF SUPPORT
-
- Tower Height:
- A) Structure Height 197
- B) Top of antenna Height 191'
- Building Size(s): N/A
-
- 15 Business addresses of all Governmental Agencies (from permit)**
- Yuba County
915 8th Street , Marysville, California 95901
(530) 749-5470
-
- 16 Land Use Approval:** Remove and replace (3)(E) antennas with (3)(N) antennas; Install (3)(N) RRUS-32; Install (1)(N) surge suppressor w/ (1)(N) fiber trunk and (2)(N) DC power trunks; Replace (E) DUS-41 with (N) 5216
-
- 17 If Land Use approval was *not* required:** N/A



SUTTER-YUBA BEHAVIORAL HEALTH

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



Tony Hobson, Ph.D.

Assistant Director of Health & Human Services

Director of Behavioral Health/Alcohol & Drug Program Administrator


Administration Services

(530) 822-7200

FAX (530) 822-7627

Date: June 28, 2017

To: Sutter County Board of Supervisors
Yuba County Board of Supervisors

From: Tony Hobson, Ph.D. 
Assistant Director of Health & Human Services
Director of Mental Health

Subject: Behavioral Health Advisory Board's Annual Year-End Report for FY 2016-17

Enclosed is the Behavioral Health Advisory Board's Annual Year-End Report developed for Sutter-Yuba Behavioral Health for FY 2016-17.

As the Behavioral Health Director, I agree with the comments offered by the Behavioral Health Advisory Board and I wish to thank all the members of this Board for their dedicated work throughout the year. It has been a pleasure to work with them.

TH/sh

Attachment

SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969

Adult Outpatient Services: 822-7200
Wellness & Recovery: 822-7200
Substance Abuse Services: 822-7200

TTY-CRS 800-735-2929

Psychiatric Emergency Services: 673-8255
Psychiatric Health Facility: 822-7209

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

SUTTER-YUBA BEHAVIORAL HEALTH ADVISORY BOARD

*1965 Live Oak Blvd.
Yuba City, CA 95991
(530) 822-7200*

DATE: June 20, 2016

TO: Sutter County Board of Supervisors
Yuba County Board of Supervisors

FROM: Andrea Armstrong, Board Member
Lupe Rose, Board Member

SUBJECT: Annual Report for Fiscal Year 2016-2017

This memorandum is the Behavioral Health Advisory Board's Annual Year-End Report to your Boards. This report is based on program presentations offered during the year as well as on-site visits with Program Managers and other areas of interest.

Behavioral Health Advisory Board – (BHAB)

The BHAB is an interactive group of members comprised of consumers, family members and individuals from our bi-county community who are interested in promoting effective Behavioral Health programs and services. Currently, the BHAB meets on the first (1st) Thursday of each month (except August and December).

Appointed members of the BHAB currently include: Yuba County Supervisor Gary Bradford, Sutter County Supervisor Mat Conant, Lupe Rose, Touresa Vang, Ashley Dominic, Manny Vasquez, Margery Hubbard, Ashley Alexander, Kendra Pepper and Andrea Armstrong

Current officers are:

- Chair: Manny Vasquez
- Vice Chair: Andrea Armstrong
- Secretary: Margery Hubbard

Administration

Sutter-Yuba Mental Health Services (SYMHS) experienced the following major changes in personnel over the past year:

- Human Services Director: Nancy O'Hara was hired in July of 2016
- Psychiatric Health Facilities Director: Susan Williamson was hired June of 2017

Mental Health Services Act (MHSA)

The Mental Health Services Act (MHSA), also known as Proposition 63, was passed by California voters in 2004. The intent of the MHSA is to transform existing mental health systems. There are five components under the MHSA Plan: Community Services and Supports (CSS); Prevention and Early Intervention (PEI), Workforce Education and Training (WET), Capital Facilities and Technical Needs (CFTN), and Innovation (INN). Funds received from the MHSA fluctuate, but are approximately \$7,000,000 per year.

The Three-Year MHSA Plan for FY 17/18- FY 19/20 was approved by the Sutter County Board of Supervisors on March 28, 2017 and was approved by the Yuba County Board of Supervisors on April 18, 2017.

- MHSA – Community Services and Supports (CSS): CSS programs provide direct services to clients. Included within the CSS component is an Integrated Full Service Partnership (FSP) that addresses the following age groups: Age 0-15, Children's System of Care 6-15, Transition Age Youth 16-25, Adult 26-60, and Older Adult 60+. There are various FSP supportive resources, which include housing resources, wellness resources and vocational resources. Expedited access to outpatient services for adults and children is also available within the CSS Plan. These programs are titled Youth Urgent Services and Adult Urgent Services. Lastly, there are dedicated outreach and engagement programs within the CSS Plan. There is a Bi-County Elder Service Team and an Ethnic Outreach Services Program, which includes the Hmong Outreach Center and the Latino Outreach Center. The Latino Outreach Center was a newly approved item in the FY 15-16 MHSA Annual Update. The Latino Community Outreach Center opened in September of 2015. It is located at 545 Garden Highway in Yuba City.
- MHSA- Prevention and Early Intervention (PEI): The PEI programs provide services to help prevent mental illness including expanded mentoring programs, Strengthening Families programs, and recreational opportunities for children and youth who are in stressed families, are at risk of school failure, or are at risk of or are experiencing juvenile justice involvement, as well as to underserved cultural populations. A variety of school-based trainings and community-based trainings are offered by the PEI Team. Other PEI projects include the Traditional Healers Project. This project is a culturally competent collaboration to address serious mental illness in the Traditional Hmong population.

In calendar year 2016, PEI served 10,121 people through various outreaches and community and school-based trainings.

PEI assisted 99 high-risk, traumatized students in the past year.

- MHSA-Workforce Education and Training Component (WET): The MHSA WET Plan components include: Workforce Development and Evidence-Based Practices

Trainings; Cultural Competence Trainings; an Intern Supervision Program; a Youth Workforce and Career Plan Program; an Adult Education/Employment Support Plan Program; and a Tuition Reimbursement Program.

A subscription to the Relias Training System was purchased in FY 2016-17. This system has allowed SYBH to create standardized training plans and create a new system for policy review.

- MHSA Capital Facilities and Technology Needs Component (CFTN): In the 2016/17 MHSA Annual Update, SYBH received approval for a new Capital Facilities Project that would renovate existing space within the main SYBH building and expand the Adult Education- Work Activity Center Program to be a more comprehensive work experience and training program. The renovation is moving forward and is currently in the design phase.
- MHSA Innovation Component (INN): SYBH has three approved Innovation Projects. The projects include a collaborative research project with the Sutter County and Yuba County Probation Departments is analyzing whether the setting of engagement (in-custody vs. out of custody) has an effect on client outcomes. The Hmong Spiritual Healing Project analyzes whether inclusion of traditional Hmong practices within the current mental health treatment plan results in improved outcomes for clients. The third project creates a step-down Post-TAY program from the MHSA Transition Age Youth (TAY) Program and seeks to see if this step-down helps this vulnerable age group to achieve higher levels of recovery and furthers community integration.

Within the MHSA Three Year Plan for FY 17/18-19/20, there was an approved request to discontinue the Hmong Spiritual Healing Project due to staff challenges and significant implementing barriers and a notification that the Post-TAY project would be reaching the close of its three-year program timeframe.

Substance Use Disorder Services (SUDS) Program

The SUDS program worked with the Feather River Academy and an additional school in Yuba County to implement a school based treatment program for adolescents. In March 2017, the program was in the design phase and will operate out of the family resource center.

- Sutter-Yuba Drug Courts/Options for Change
Yuba and Sutter County Treatment courts are intensive, court monitored, probation supervised court program. Treatment courts are comprised of representatives from the District Attorney's offices, Public Defender's office, Probation Departments and Sutter-Yuba Behavioral Health Services treatment providers. Both treatment courts require a minimum of 18 months of participation, with different phases throughout that time frame. Participants are required to attend bi-weekly to monthly court reviews to address any treatment issues and progress in the programs.

The target population for this program is an adult (18 and over) identified as being a high risk, high needs individual with an addiction diagnosis who has committed a felony offense. A multi-disciplinary team works with participants in areas of early recovery skills, relapse prevention, healthy living skills, and pro-social activities in order to build community connections and building support groups. Participants must have an exit plan in place and be implementing the exit plan before exiting the program. Participants are put through different phases to program and participants are challenged more throughout each phase. Participants are drug tested three times per week.

Sutter-Yuba Drug Court is such a specialized program. The probation officers assigned have a smaller case-load enabling them to manage cases in a more individualized manner which attributes to higher success rates.

Graduates of the Sutter-Yuba Drug Court graduation ceremony took place on March 7, 2017.

- Smoking Cessation Groups were offered to clients
- New Horizons Group was recently added a motivational interviewing group with a goal of motivating clients to make life changes.
- The Annual Voices of Recovery event was held on November 17, 2016.
- National Recovery Happens month is in September. The event began with a statewide kickoff at the State Capitol which included a very competitive poster contest. SYBH won the poster contest thanks to a submission created by Kelani Johnson.

Budget

The operating budget for the current fiscal year is \$37.8 million dollars. Expenditures for the current fiscal year are below budget. At the beginning of the recession, SYMHS borrowed for cash flow in the Bi-County Mental Health Fund from the MHSA and Core Mental Health Funds. The outstanding balance owed to the MHSA Fund is \$2.218 million dollars.

The full impact of the Affordable Care Act and the associated Medi-Cal expansion on SYMHS is being closely monitored. Any changes to federal healthcare regulations will be evaluated as they are finalized.

AA/LR/sh

The County of Yuba



Auditor-Controller

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

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

June 15, 2017

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

Honorable Members:

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

SUTTER-YUBA MOSQUITO & VECTOR CONTROL DISTRICT

JUNE 30, 2016

Yours truly,

A handwritten signature in blue ink, appearing to read "C. Eberle", is written over the printed name.

C. Richard Eberle
Auditor-Controller

CRE/kmd
Electronically Filed Copy

**SUTTER-YUBA MOSQUITO
AND VECTOR CONTROL DISTRICT
FINANCIAL STATEMENTS AND
AUDIT REPORT
JUNE 30, 2016**

SUTTER-YUBA MOSQUITO AND VECTOR CONTROL DISTRICT

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BOARD OF TRUSTEES

2015-2016

<u>Member</u>	<u>Term Expires December 31,</u>
David Schmidl	2019
Erica Jeffrey	2016
John Sanbrook, Secretary	2016
Lakhvir Ghag	2019
Bill Harris, President	2019
Justin Guzman	2017
John Dukes	2017

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Sutter-Yuba Mosquito and Vector Control District
Yuba City, California

We have audited the accompanying financial statements of the governmental activities of each major fund, and the aggregate remaining fund information of the Sutter-Yuba Mosquito and Vector Control District as of and for the year ended June 30, 2016 and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

Board of Trustees
Sutter-Yuba Mosquito and Vector Control District
Yuba City, California

Basis for Qualified Opinion

The District had never reported a balance in inventory at year-end. The balance in the balance sheet at year-end is the first year it has been reported. Management did not take a physical inventory as of the end of the prior fiscal year which means we could not determine the overall financial statement impact of the change in inventory from the prior year.

In addition, GASB Statement 68 dramatically changed pension reporting requirements. The District's pension reports do not depict pension reporting in accordance with GASB 68.

Opinions

In our opinion, except for the effects of the matters described in the "Basis for Qualified Opinion" paragraph, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of the Sutter-Yuba Mosquito and Vector Control District as of June 30, 2016, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Fechter & Company
Certified Public Accountants

A large, stylized handwritten signature in black ink that reads "Fechter & Company, CPAs". The signature is written in a cursive, flowing style.

March 7, 2017
Sacramento, California

**SUTTER-YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2016**

This discussion and analysis is intended to be an easily readable analysis of the Sutter-Yuba Mosquito and Vector Control District's financial activities based on currently known facts, decisions, or conditions. This information is presented in conjunction with the audited basic financial statements, which follow this section.

Financial Highlights for Fiscal Year 2015-2016

1. The District's total net assets increased by \$231,647 to \$4,469,021 and its unrestricted net assets increased to \$1,700,436.
2. Total net income on the year was \$25,599.

Overview of the Financial Statements

This annual report consists of the following parts: Management's Discussion and Analysis, Basic Financial Statements, and Notes to Financial Statements.

1. The Statement of Net Assets presents a snapshot of the assets of the District, the District's liabilities and the net difference reflected as its net assets at the end of the fiscal year.
2. The Statement of Activities and Changes in Net Assets measures the extent to which the District's operating costs were funded from general revenues.
3. The Notes to Financial Statements provide additional disclosures and information to assist the reader in understanding the district's financial condition.

Capital Assets

The District owns real property at its office and yard location on Bogue Road and on Market Street, which is currently used as rental property, but which may be used as a future yard location. In addition, the District owns a considerable amount of vehicles and specialized spraying equipment used by District personnel in performing mosquito control activities. These fixed assets, net of accumulated depreciation, are reflected in the District's financial statements.

**SUTTER-YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2016**

Net Position

A condensed summary of net assets and changes in net position is as follows:

	<u>6-30-16</u>	<u>6-30-15</u>	<u>Change</u>
Current Assets	\$ 3,990,343	\$ 3,661,841	\$ 328,502
Fixed Assets	722,488	743,085	(20,597)
Liabilities	<u>(243,810)</u>	<u>(167,552)</u>	<u>(76,258)</u>
Net Position	<u>\$ 4,469,021</u>	<u>\$ 4,237,374</u>	<u>\$ 231,647</u>
Operating Revenues	\$ 3,040,327	\$ 2,960,839	\$ 79,488
Operating Expenses	<u>3,014,728</u>	<u>2,834,978</u>	<u>(179,750)</u>
Change in Net Assets	<u>\$ 25,599</u>	<u>\$ 125,861</u>	<u>(100,262)</u>

Primary cause for the change in the operating expenses between the June 30, 2016 and the June 30, 2015 fiscal years was a decrease in the funding for the District's defined benefit retirement plan due to a one time contribution of \$300,000 in the prior year.

Additional Financial Information

This financial report is designed to provide the District's financial statement users with an overview of the District's financial operations and financial condition. Additional information can be obtained from the Sutter-Yuba Mosquito and Vector Control District, in care of Cathy Burns, 701 Bogue Road, Yuba City, CA 95991.

SUTTER -YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
COMBINED STATEMENT OF NET POSITION
JUNE 30, 2016

ASSETS

	<u>6/30/16</u>
Petty cash	\$ 200
Cash in Sutter County	3,466,584
Cash reserve, VCJPA	333,160
Prepaid expenses	17,139
Inventory	<u>173,260</u>
Total current assets	<u>3,990,343</u>
Capital assets, net (note)	<u>722,488</u>
TOTAL ASSETS	<u>4,712,831</u>

LIABILITIES AND NET ASSETS

Accounts payable	141,441
Accrued vacation payable	<u>102,369</u>
TOTAL CURRENT LIABILITIES	<u>243,810</u>

NET POSITION

Invested in general fixed assets	722,488
Restricted	2,046,097
Unrestricted	<u>1,700,436</u>
TOTAL NET POSITION	4,469,021
TOTAL LIABILITIES AND NET POSITION	<u><u>\$ 4,712,831</u></u>

The accompanying notes are an integral part of these financial statements

SUTTER -YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
STATEMENT OF ACTIVITIES AND CHANGE IN NET POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
FOR THE YEAR ENDED JUNE 30, 2016

	<u>6/30/16</u>
Revenue (scheduled)	<u>\$ 3,040,327</u>
Expenditures (scheduled)	<u>3,014,728</u>
Excess (Deficit) of revenue and other sources over expenditures and other uses	<u>25,599</u>
Net Position - beginning	<u>4,237,374</u>
Prior period adjustment	<u>206,048</u>
Net Position - ending	<u><u>\$ 4,469,021</u></u>

The accompanying notes are an integral part of these financial statements

**SUTTER -YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
SUPPLEMENTAL SCHEDULE OF REVENUE AND EXPENDITURES
FOR THE YEAR ENDED JUNE 30, 2016**

	<u>6/30/16</u>
REVENUES	
Property taxes and assessments	\$ 2,932,544
Interest earned	29,360
Federal Wildlife Refuge	803
Other state in lieu	1,474
Other revenue	24,545
Charges for services	15,032
Rental income	35,856
Other agency RDA	<u>713</u>
Total revenues	3,040,327
EXPENDITURES	
Salary and wages	972,933
Agricultural services	618,870
Employee benefits	895,044
Professional & specialized services	200,711
Depreciation (note)	94,952
Repairs and maintenance	26,788
Insurance	36,363
Gas and travel expense	35,308
Biological control	10,339
Utilities	20,165
Memberships	9,000
Entomology lab	20,037
Office supplies	7,068
Clothing and personal supplies	11,213
Special department expenses	8,642
Communications	19,031
Rent and leases	12,057
Publications - legal notices	13,790
Shop tools and supplies	1,074
Household expenses	<u>1,343</u>
Total expenditures	<u>3,014,728</u>
EXCESS OF REVENUE OVER EXPENDITURES	<u>\$ 25,599</u>

The accompanying notes are an integral part of these financial statements

SUTTER-YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 1: NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

The Sutter-Yuba Mosquito and Vector Control District was formed by legislation which became law on September 15, 1945. It operates under the provisions of the Health and Safety Code of the State of California, Section 2000 through 2093, for the purpose of controlling local mosquito populations for the benefit of public health.

The district approved a resolution to include Meridian in its service area on November 10, 1994.

Government-Wide and Fund Financial Statements

The government-wide financial statements (Statement of Net Position and Statement of Activities) report information on all of the nonfiduciary activities of the primary government.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment. Other items not properly included among program revenues are reported instead as general revenues.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Fund Accounting

The District uses funds to maintain its financial records during the year. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain governmental functions or activities.

A fund is a separate accounting entity with a self-balancing set of accounts.

SUTTER-YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 1: NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Government-Wide and Fund Financial Statements - continued

Governmental Funds

The “measurement focus” of a Governmental Fund is upon determination of financial position and changes in financial positions (sources, uses and balances of financial resources) rather than upon net income. The following is a description of the Governmental Funds used by the District:

General Fund – the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Basis of Accounting

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities are generally included on the balance sheet. Operating statements of the funds present increases (i.e., revenues) and decreases (i.e., expenditures) in net current assets.

The modified accrual basis of accounting is used by the governmental fund types. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they become both measurable and available.) “Measurable” means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The District considers property taxes as available if they are collected within 60 days after year-end. A one-year availability period is used for revenue recognition for all other governmental fund revenues. Expenditures are recorded when the related fund liability is incurred.

Those revenues susceptible to accrual are property taxes, special assessments, interest revenue, and charges for services. Revenues consist mainly of property taxes that are calculated by Sutter and Yuba County. Tax levies are established in March of each year and are generally due in two installments in April and December of each year. Tax payments are remitted to the District by the respective county offices.

Inventory

Inventory is valued at cost, which approximates market, using the first-in, first-out (FIFO) method. The costs of governmental fund-type inventory are recorded as expenditures when consumed rather than when purchased.

SUTTER-YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

***NOTE 1: NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING
POLICIES - continued***

Capital Assets

General capital assets generally result from expenditures in the governmental funds. These assets are reported in the governmental activities column of the government-wide statement of net position but are not reported in the fund financial statements.

Capital assets over \$1,000 are capitalized at cost, where historical records are available, and are updated for additions and retirements during the year. Donated fixed assets are valued at their estimated fair market value on the date received. Capital assets are depreciated over their estimated useful lives, using the straight-line method, ranging from 10 to 25 years.

Compensated Absences

Vacation leave with pay accrues at the rate of 6.67 hours per month for each calendar month of service during the first two years of employment, at the rate of 10 hours per month for each month of service during service exceeding two years of employment, at the rate of 13.33 hours per month for each month of service during employment exceeding 15 years of service, and at the rate of 16.67 hours per month for each month of service during employment in excess of 20 years of employment.

Reserved Fund Balances

Reservations of fund balances are used to indicate the portion of the fund balance that is not available for expenditure or is segregated for a specific future use.

Portions of unreserved fund balances may be designated to indicate tentative plans for financial resource utilization in a future period, such as for general contingencies or debt service. Such plans or intent are subject to change and may never be legally authorized or result in expenditures.

Net Position

Net position presents the difference between assets and liabilities in the statement of net position. Net position invested in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets. Net position is reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

Budgets and Budgetary Accounting

The Board of Trustees approves a tentative budget no later than June 30 of each year, and adopts a final budget no later than August 30.

SUTTER-YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 1: NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Budgets and Budgetary Accounting - continued

From the effective date of the budget, the amounts stated therein as proposed expenditures become appropriations. The Board of Trustees may amend the budget by motion during the fiscal year or make transfers from one object or purpose to another within the same budget unit. The original budget is presented in the financial statements. Appropriations lapse at the end of each fiscal year.

A budget is adopted for the General Fund on an accounting basis that materially conforms to accounting principles generally accepted in the United States of America.

Estimates and Assumptions

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

Fund Balances

In February 2009, the GASB issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, which establishes accounting and financial reporting standards for all governments that report governmental funds. Under GASB 54, fund balances for governmental funds should be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Fund balances are now broken out in five categories:

- Non-Spendable Fund Balance – this fund balance classification includes amounts that cannot be spent because they are either not in spendable form (i.e. – prepaid expenses) or legally or contractually required to be maintained intact.
- Restricted Fund Balance – this fund balance classification should be reported when there are constraints placed on the use of resources externally (by creditors, grant sources, contributors, etc.) or imposed by law or enabling legislation.
- Committed Fund Balance – this fund balance classification can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision making authority (i.e. – fund balance designations passed by board resolution).
- Assigned Fund Balance – this fund balance classification includes amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed.
- Unassigned Fund Balance – this fund balance classification is the residual classification for the general fund.

SUTTER-YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 1: NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Concentration of Risks

The District has an inherit risk due to its funding sources being confined to its landowner base within the District boundaries in Sutter and Yuba Counties.

GASB 34

In compliance with the provisions of Government Accounting Standards Board (GASB) Statement #34, these financial statements are prepared in accordance with the prescribed reporting model. This includes the Management Discussion and Analysis located at the beginning of this financial statement. In addition, changes have been implemented to reflect depreciation expense and accumulated depreciation for the current year. Where appropriate, prior year fixed asset values have been restated for consistency purposes.

NOTE 2: CASH AND INVESTMENTS

The District is responsible for maintaining a cash and investment pool for all funds in accordance with the District's investment policy that is updated as necessary. All funds with the District are held by the County of Sutter in a pooled account. Total cash and investments are allocated to the District's individual funds based on their equity in the pooled amount. Interest income is allocated to those funds that are required by law or administrative action to receive interest. Interest is allocated on a quarterly basis based on the aggregate cash balances in each fund receiving interest. More information about the District's investments with the county can be found in the County financial statements.

NOTE 3: ASSESSED VALUATIONS AND TAX RATES

The assessed valuation of the property in the district is as follows:

	Sutter County Net Value	Yuba County Net Value	Total
Secured Roll	7,383,156,501	3,711,236,945	11,094,393,446
Unsecured Roll	540,148,567	174,650,296	714,798,863
Utility Roll	137,941,151	2,621,506	140,562,657

SUTTER-YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 4: FIXED ASSETS

The District's recorded capital asset balances changed during the year as follows:

	Balance June 30, 2015	Additions	Retirement	Balance June 30, 2016
Office Furniture & Fixtures	\$ 243,674	\$ -	\$ -	\$ 243,674
Spraying Equipment	662,976	26,252	-	689,228
Automotive Equipment	1,019,314	45,196	(8,372)	1,056,138
Shop Equipment	109,586	-	-	109,586
Building and Improvements	763,913	2,907	-	766,820
Land	143,812	-	-	143,812
	<u>2,943,275</u>	<u>74,355</u>	<u>(8,372)</u>	<u>3,009,258</u>
Accumulated Depreciation	<u>(2,200,190)</u>	<u>(94,952)</u>	<u>8,372</u>	<u>(2,286,770)</u>
	<u>\$ 743,085</u>	<u>\$ (20,597)</u>	<u>\$ -</u>	<u>\$ 722,488</u>

Total depreciation expense for the year was \$94,952.

SUTTER-YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 5: INSURANCE

The District maintains its insurance through pooling in the Vector Control Joints Powers Agency and Member District's policies with Johnson & Higgins Insurance Company and Robert F. Driver Associates. The insurance coverage maintained under this policy is summarized as follows:

	Limits
Comprehensive General Liability, per occurrence	\$ 1,000,000
Automobile Physical Damage, %500 deductible	\$ 30,000
Comprehensive Automobile, per occurrence	\$ 1,000,000
Workers Compensation, self-insured retention	\$ 5,000,000
\$500,000 per occurrence	Stop Loss
Public Entity Property Insurance, \$10,000 Deductible, per occurrence	\$ 1,000,000,000
Employment Practices Liability, per occurrence	\$ 1,000,000
Special Excess Liability, self-insured retention per occurrence	\$ 28,000,000
Boiler and Machinery, \$2,500 deductible	\$ 100,000,000
Business Travel Accident, per occurrence	\$ 150,000
Group Fidelity Program, \$5,000 deductible	\$ 1,000,000
Underground Storage Tank, \$5,000 deductible	
Per occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

In addition to the coverage provided above, the District maintains a trust fund as a safeguard against future insurance costs. The trust fund balance at June 30, 2016 was \$333,160.

NOTE 6: PENSION PLAN

Plan Description: The District reporting entity participates in a single-employer, public employee retirement system. Assets are held separately and may be used only for the payment of benefits to the members of the plan as follows:

Sutter-Yuba Mosquito and Vector Control District Benefit Plan provides retirement for full time employees hired before January 1, 2013. Information in this note is provided as of the latest actuarial valuation, July 1, 2015. Actuarial valuations are performed annually.

Funding Policy: The District is required to contribute at an actuarially determined amount; for the June 30, 2016 plan year this amount was \$468,554.

SUTTER-YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2016

NOTE 6: PENSION PLAN - continued

Annual Pension Cost: The District's annual pension cost of \$468,554 was equal to the District's required and actual contributions. The required contribution determined was part of the July 1, 2015, actuarial valuation using the entry age normal actuarial cost method. The actuarial assumption included (a) 5.5% pre-retirement and 5.5% post-retirement investment rates of return; (b) projected annual salary increases that vary by duration of service, and (c) future salary increases of 3.0% per year. The actuarial value of plan assets was market value except for funding standard account purposes, where they are valued at market value less any credit balance.

Fiscal year	Annual Pension Cost (APC)	Percentage of APC Contributed	Net Pension Obligation
6/30/14	486,953	100%	0
6/30/15	308,679	100%	0
6/30/16	468,554	100%	0

Required Supplementary Information Funded Status of Plan

Valuation Date	Entry Age Normal Accrued Liability	Actuarial Value of Assets	Unfunded Liability/ (Excess Assets)	Funded Status	Annual Covered Payroll	UAAL As a % of Payroll
6/30/13	4,257,838	3,835,799	422,039	90.1%	851,883	49.54
6/30/14	3,731,511	3,776,577	(45,066)	101.0%	712,557	(6.32%)
6/30/15	3,854,353	3,588,062	266,291	93.09%	582,888	45.68

NOTE 7: DEFERRED COMPENSATION PLAN

The District maintains a deferred compensation plan for its employees under the provisions of Section 457 of the Internal Revenue Code. The Assets of the plan remain the property of the District until paid, subject only to claims of the employers' general creditors. The District maintains a fiduciary responsibility to the participants and shall be held harmless by the participants for acts performed in the management of the plan assets, when such acts are performed in good faith. Participants are allowed to defer compensation annually in the amount of the lesser of \$18,000 or one-third of their includible compensation, which includes an additional 3% with the District matching the employee's contribution. Employees hired after January 1, 2013 qualify for an additional 3% match of the employee contribution.

SUTTER -YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET TO ACTUAL
FOR THE YEAR ENDED JUNE 30, 2016

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
REVENUES	Original	Final	Actual	
Property taxes and assessments	\$ -	\$ -	\$ 2,932,544	\$ 2,932,544
Interest earned	-	-	29,360	29,360
Federal Wildlife Refuge	-	-	803	803
Other state in lieu	-	-	1,474	1,474
Other revenue	-	-	24,545	24,545
Charges for services	-	-	15,032	15,032
Rental income	-	-	35,856	35,856
Other agency RDA	-	-	713	713
Total revenues	-	-	3,040,327	3,040,327
EXPENDITURES				
Salary and wages	975,048	975,048	972,933	(2,115)
Agricultural services	650,000	650,000	618,870	(31,130)
Employee benefits	720,829	720,829	895,044	174,215
Professional & specialized services	254,000	254,000	200,711	(53,289)
Depreciation (note)	74,076	74,076	94,952	20,876
Repairs and maintenance	33,000	33,000	26,788	(6,212)
Insurance	45,500	45,500	36,363	(9,137)
Gas and travel expense	45,000	45,000	35,308	(9,692)
Biological control	10,000	10,000	10,339	339
Utilities	20,000	20,000	20,165	165
Memberships	9,000	9,000	9,000	-
Entomology lab	22,000	22,000	20,037	(1,963)
Office supplies	8,000	8,000	7,068	(932)
Clothing and personal supplies	10,800	10,800	11,213	413
Special department expenses	10,000	10,000	8,642	(1,358)
Communications	14,800	14,800	19,031	4,231
Rent and leases	13,500	13,500	12,057	(1,443)
Publications - legal notices	11,000	11,000	13,790	2,790
Shop tools and supplies	1,500	1,500	1,074	(426)
Household expenses	2,000	2,000	1,343	(657)
Total expenditures	2,930,053	2,930,053	3,014,728	84,675
EXCESS OF REVENUES OVER (UNDER)				
EXPENDITURES			\$ 25,599	

See notes to required supplementary information

**SUTTER-YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
REQUIRED SUPPLEMENTARY INFORMATION – PENSION
JUNE 30, 2016**

Sutter-Yuba Mosquito and Vector Control District – Schedule of the District’s proportionate share of the Net Pension Liability:

Last 10 Fiscal years*:

	FY 2015
District’s proportionate share of the net pension liability (asset)	\$ 266,291
District’s covered employee payroll	582,888
District’s proportionate share of the net pension liability as a percentage of its covered-employee payroll	45.68%
Plan Fiduciary net position as a percentage of the total pension liability	93%

*Amounts presented above were determined as of 6/30.
Additional years will be presented as they become available.

Last 10 Fiscal Years*:

	FY 2015
Actuarially determined contribution	\$ 468,554
Total actual contributions	468,554
Contribution deficiency (excess)	\$ -
District’s covered-employee payroll	\$ 582,888
Contributions as a percentage of covered employee payroll	80.38%

Yuba County In-Home Supportive Services Public Authority



MINUTES

MARCH 21, 2017

A special meeting of the Board of Directors of the Yuba County In-Home Supportive Services (IHSS) Public Authority was held on the above date, commencing at 9:00 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, and Randy Fletcher. Also present were Yuba County Administrator Robert Bendorf and Clerk of the Board of Supervisors Donna Stottlemeyer. Chair Bradford presided.

A. ROLL CALL - Directors Vasquez, Leahy, Lofton, Bradford, Fletcher – All present

B. ELECTION OF CHAIRMAN AND VICE-CHAIRMAN

MOTION: Move to elect Director Bradford Chairman

MOVED: Doug Lofton SECOND: Randy Fletcher

AYES: Andy Vasquez, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to elect Director Leahy Vice Chairman

MOVED: Doug Lofton SECOND: Gary Bradford

AYES: Andy Vasquez, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

C. ACTION ITEM: Approve meeting minutes of December 13, 2016.

MOTION: Move to approve

MOVED: Gary Bradford SECOND: Doug Lofton

AYES: Andy Vasquez, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

D. CLOSED SESSION: The Board retired into closed session at 9:02 a.m. and returned at 9:37 a.m.

Labor negotiations pursuant to Government Code §54947(a) - SEIU/IHSS Negotiator Jill Abel

E. ADJOURN: 9:37 a.m.

Chairman

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

Health and Human Services Department



TO: Board of Supervisors

FROM: Health and Human Services Department
Jennifer Vasquez

SUBJECT: Professional Services Agreement between Yuba County In-Home Supportive Services Public Authority and Industrial Employers Distributers Association

DATE: July 11, 2017

NUMBER: 303/2017

Recommendation

It is recommended that the Governing Board of the Public Authority approve the attached Agreement between the Yuba County In-Home Supportive Services (IHSS) Public Authority and Industrial Employers and Distributers Association (IEDA) for the provision of consultant services and authorize the Chair to execute the agreement.

Background

The Memorandum of Understanding (MOU) with Services Employees International Union Healthcare Workers (SEIU 2015), who represents the In-Home Supportive Services providers and the IHSS Public Authority, expired June 30, 2014. The Director of the Health & Human Services Department and Risk Manager met with IEDA regarding the provision of labor negotiations in general and IHSS negotiations and drafted an agreement which was executed by the Governing Board of the Public Authority for the one year term of September 1, 2016, through August 31, 2017.

Discussion

Under the terms of the attached renewal Agreement, IEDA will continue to provide consultant services to the Public Authority Governing Board, the Director of Human Resources, and the Director of Health and Human Services in meeting and conferring in good faith with SEIU 2015. The maximum cost of consultant services provided under the attached Agreement is \$22,588.00 for the term of September 1, 2017, through August 31, 2018.

Fiscal Impact:

The cost of consultant services provided under the attached MOU will be funded by a combination of State, Federal, and Realignment Funds

Attachments

303/2017 - IEDA Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consultant Services ("Agreement") is made as of the Agreement Date set forth below by and between the Yuba County In-Home Supportive Services Public Authority, a public authority established pursuant to Welfare and Institutions Code Section 12301.6 and Yuba County Ordinance Number 4.55.010 et seq., ("PUBLIC AUTHORITY"), and Industrial Employers and Distributors Association ("CONSULTANT").

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: September 1, 2017

Termination Date: August 31, 2018

The term of this Agreement shall become effective on September 1, 2017, and shall continue in force and effect for a period of one year unless sooner terminated in accordance with the terms of this Agreement.

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

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

3. PAYMENT.

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

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF PUBLIC AUTHORITY.

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of Yuba County Health and Human Services Department (or his/her designated representative) is the designated representative of the PUBLIC AUTHORITY in employer-employee relations and will administer this Agreement for the PUBLIC AUTHORITY. Bruce Heid, President, is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment

Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E – Insurance Provisions
Attachment F – Vendor Assurance of Compliance (CR50)

9. TERMINATION

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

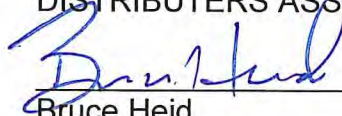
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2017.

"PUBLIC AUTHORITY"

"CONSULTANT"

INDUSTRIAL EMPLOYERS AND
DISTRIBUTERS ASSOCIATION

Chair
Yuba County In-Home Supportive
Services Public Authority




Bruce Heid
Title: President
Tax ID: 94-0294755

INSURANCE PROVISIONS APPROVED



Jill Abel,
Human Resources Director/Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

by: 

Courtney C. Abril
Interim County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The labor relations and human resource consulting services to be provided by CONSULTANT and the scope of CONSULTANT's duties under this Agreement include the following:

- A.1.1** Acting as the chief spokesperson on the employer's behalf for Memorandum of Understanding (MOU) negotiations, mediation, and in the negotiation of resolutions to contract administration disputes;
- A.1.2** Analyzing union MOU proposals and drafting employer proposals and final contract language;
- A.1.3** Advising clients concerning labor negotiation strategy and development and deployment of negotiations communications plans;
- A.1.4** Briefing elected officials, chief executive officers and other executive managers concerning the status of negotiations, related technical and substantive issues, and recommendations;
- A.1.5** Training regarding contract negotiation and administration procedures and requirements and the provisions of new agreements;
- A.1.6** Assisting with the preparation and/or modification of policy documents such as Personnel Rules, Employer-Employee Relations Resolutions, Compensation Policies, etc.;
- A.1.7** Advising and consulting with the Governing Board, the Public Authority Director and the Director of the Yuba County Health and Human Services Department at such times and places as may be mutually agreed upon by these parties on all matters relating to employment conditions and employer-employee relations;
- A.1.8** Meeting and conferring in good faith for and on behalf of the PUBLIC AUTHORITY, as the designated representative of the Governing Board, with representatives of the employee organization of the PUBLIC AUTHORITY at such times and places as may be mutually agreed upon by the CONSULTANT, the Governing Board, or the Director of the Yuba County Health and Human Services Department;

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A.1.9 Reporting to the Governing Board and other designated representatives of the PUBLIC AUTHORITY as directed by the Governing Board on the progress of meeting and conferring in good faith with the recognized employee organization; and

A.1.10 Preparing written memoranda of understanding in a form and manner approved by the Governing Board.

A.2 TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as specified by the PUBLIC AUTHORITY.

A.3 MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. PUBLIC AUTHORITY shall not control the manner of performance.

A.4 FACILITIES FURNISHED BY PUBLIC AUTHORITY.

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

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ATTACHMENT B

PAYMENT

PUBLIC AUTHORITY shall pay CONSULTANT as follows:

- B.1 BASE CONTRACT FEE.** PUBLIC AUTHORITY shall pay CONSULTANT a contract fee not to exceed One Thousand Eight Hundred Eighty-Two Dollars and Thirty-Three Cents (\$1,882.33) per month during the term of this Agreement. Such monthly payments shall be paid in advance on the first working day of each month commencing September 1, 2017. In no event shall the amount of fee paid to CONSULTANT under this Provision B.1 exceed One Thousand Eight Hundred Eighty-Two Dollars and Thirty-Three Cents (\$1,882.33) per month, or total annual amount of Twenty-Two Thousand, Five Hundred Eighty-Eight Dollars (\$22,588.00) per year during the term of this agreement without a formal written amendment to this Agreement approved by both parties. No other obligations for payment for any sums are assumed by this Agreement.
- B.2 TRAVEL COSTS.** The total annual amount specified in B.1 Base Contract Fee is inclusive of all travel expenses including meals, lodging or other travel costs incurred by CONSULTANT for the provision of the services specified in A.1 Scope of Services. PUBLIC AUTHORITY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the PUBLIC AUTHORITY representative (Operative Provision 7) and then PUBLIC AUTHORITY shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.
- B.3 AUTHORIZATION REQUIRED.** Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by PUBLIC AUTHORITY. Payment for additional services shall be made to CONSULTANT by PUBLIC AUTHORITY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

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ATTACHMENT C

ADDITIONAL PROVISIONS

- C.1 FUNDING.** CONSULTANT and PUBLIC AUTHORITY agree that this Agreement may, at the sole discretion of the PUBLIC AUTHORITY, be determined null, void, and not be enforceable if all or part of the federal or state funds secured by PUBLIC AUTHORITY for the purposes of this Agreement are not made available to PUBLIC AUTHORITY.
- C.2 BANKRUPTCY.** This Agreement, at the option of PUBLIC AUTHORITY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
- C.3 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.
- C.4 DRUG FREE WORKPLACE.** CONSULTANT warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONSULTANT agrees that CONSULTANT will execute appropriate certifications relating to Drug Free Workplace.
- C.5 INSPECTION.** CONSULTANT's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of PUBLIC AUTHORITY, the State of California, and the United States government.
- C.6 RECORDS.** CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the PUBLIC AUTHORITY's Auditor and/or any duly authorized fiscal agent of the PUBLIC AUTHORITY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.
- C.7 CONFIDENTIALITY.** CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the PUBLIC AUTHORITY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or

photograph.

- C.8 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.
- C.9 DEBARMENT.** COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.SAM.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.
- C.10 ACCEPTANCE.** All work performed and completed under this Agreement is subject to the acceptance of the PUBLIC AUTHORITY or its authorized representatives. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the PUBLIC AUTHORITY's representative on items affecting essential use the facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the PUBLIC AUTHORITY taking whatever corrective action it deems necessary. All costs resulting from such action by the PUBLIC AUTHORITY will be claimed against CONSULTANT.
- C.11 INTELLECTUAL PROPERTY.** PUBLIC AUTHORITY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, and documents developed or modified under this Agreement.
- C.12 LEGAL ENTITY.** The Public Authority is an independent legal entity separate and apart from the County of Yuba. The Public Authority has no power to bind the County to any contractual or legal obligations, nor may the obligees of the Public Authority seek recourse against the County of Yuba for any financial or legal obligation of the Public Authority.

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ATTACHMENT D
GENERAL PROVISIONS

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

- D.1.1** All acts of CONSULTANT shall be performed as an independent Contractor and not as an agent, officer or employee of PUBLIC AUTHORITY. It is understood by both CONSULTANT and PUBLIC AUTHORITY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
- D.1.2** CONSULTANT shall have no claim against PUBLIC AUTHORITY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
- D.1.3** CONSULTANT is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.
- D.1.4** As an independent contractor, CONSULTANT is not subject to the direction and control of PUBLIC AUTHORITY except as to the final result contracted for under this Agreement. PUBLIC AUTHORITY may not require CONSULTANT to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.
- D.1.5** CONSULTANT may provide services to others during the same period service is provided to PUBLIC AUTHORITY under this Agreement.
- D.1.6** If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONSULTANT.

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

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

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

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

D.5 ASSIGNMENT PROHIBITED. CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.6 PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that PUBLIC AUTHORITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform

services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from PUBLIC AUTHORITY of its desire for removal of such person or persons.

- D.7 STANDARD OF PERFORMANCE.** CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to PUBLIC AUTHORITY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.
- D.8 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest," as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by PUBLIC AUTHORITY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the PUBLIC AUTHORITY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- D.9 TAXES.** CONSULTANT hereby grants to the PUBLIC AUTHORITY the authority to deduct from any payments to CONSULTANT any PUBLIC AUTHORITY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.
- D.10 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:
- D.10.1** CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- D.10.2** PUBLIC AUTHORITY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

D.10.3 PUBLIC AUTHORITY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by PUBLIC AUTHORITY as work accomplished to date; provided, however, PUBLIC AUTHORITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to PUBLIC AUTHORITY such financial information as in the judgment of the PUBLIC AUTHORITY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the PUBLIC AUTHORITY shall be final. The foregoing is cumulative and does not affect any right or remedy which PUBLIC AUTHORITY may have in law or equity.

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

D.11 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the PUBLIC AUTHORITY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.12 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of

section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

- D.13 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of PUBLIC AUTHORITY, and CONSULTANT agrees to deliver reproducible copies of such documents to PUBLIC AUTHORITY on completion of the services hereunder. The PUBLIC AUTHORITY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this Agreement.
- D.14 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- D.15 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.
- D.16 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.17 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.18 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.18.1 NUMBER AND GENDER.** In this Agreement, the neutral gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or

associations, wherever the context so requires.

D.18.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.19 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.20 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.21 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.22 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.23 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.24 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.25 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.26 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.27 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.28 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.29 CONFLICT OF INTEREST. Neither a PUBLIC AUTHORITY employee whose position in PUBLIC AUTHORITY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

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

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D.30 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "PUBLIC AUTHORITY":

Jennifer Vasquez
Director
Yuba County Health and
Human Services Department
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

Bruce Heid
President
Industrial Employers & Distributors Association
2200 Powell Street, Suite 1000
Emeryville, CA 94608

ATTACHMENT E

INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

E.4 Additional Insured Status. PUBLIC AUTHORITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of

CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

- E.5 Primary Coverage.** For any claims related to this contract, **CONSULTANT's insurance coverage shall be primary** insurance as respects PUBLIC AUTHORITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by PUBLIC AUTHORITY, its officers, officials, employees, or volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.
- E.6 Notice of Cancellation.** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the PUBLIC AUTHORITY.**
- E.7 Waiver of Subrogation.** CONSULTANT hereby grants to PUBLIC AUTHORITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against PUBLIC AUTHORITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not PUBLIC AUTHORITY has received a waiver of subrogation endorsement from the insurer.
- E.8 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by PUBLIC AUTHORITY. PUBLIC AUTHORITY may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- E.9 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the PUBLIC AUTHORITY.
- E.10 Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:
- E.10.1** The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- E.10.2** Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

E.11 Verification of Coverage. CONSULTANT shall furnish PUBLIC AUTHORITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PUBLIC AUTHORITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT's obligation to provide them. PUBLIC AUTHORITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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ATTACHMENT F
VENDOR ASSURANCE OF COMPLIANCE WITH
THE YUBA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE

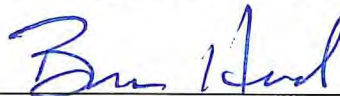
THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

6-12-17

Date



Contractor's Signature

IEDA, 2200 Powell Street, Ste. 1000, Emeryville, CA 94608
Address of vendor/recipient
CR50-Vendor Assurance of Compliance

(08/13/01)