MARCH 22, 2016

8:30 A.M. YUBA COUNTY WATER AGENCY

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

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Fletcher

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

III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

A. Administrative Services

1. (095-0316) Approve contract Amendment No. 5 with Indigo/Hammond and Playle Architects extending term to December 31, 2016 and authorize Chair to execute.

B. Agricultural Commissioner

1. (096-0316) Adopt resolution authorizing Agricultural Commissioner to execute contracts, agreements, cooperative agreements, grants, memorandum of understanding for Fiscal Year 2016-2017 or multi-year.

C. Clerk of the Board of Supervisors

1. (097-0316) Approve minutes from March 8, 2016.

D. Community Development and Services

1. (098-0316) Approve resolution certifying 2015 Maintained Road Mileage.

E. Human Resources

1. (099-0316) Approve Comprehensive Memorandum of Understanding with Deputy District Attorney Association and authorize Chair to execute.

F. Probation

1. (100-0316) Adopt resolution authorizing application and entering into agreements with California Office of Emergency Services, Sierra Health Foundation, Board of State and Community Corrections and First Five Yuba, authorizing Chief Probation Officer and County Administrator to execute any and all documents relating to applications, acceptance and transfer of funds, any and all extensions and amendments.

G. Sheriff-Coroner

1. (101-0316) Approve agreement with U.S. Department of Justice Drug Enforcement Administration for law enforcement activities for Fiscal Year 2016-2017 and authorize Chair to execute.
IV. SPECIAL PRESENTATION

A. (102-0316) Present County Employee Service Awards. (No background material) (Thirty minute estimate)

B. (103-0316) Receive update on progress and projects from Historic Resource Commission. (Ten minutes estimate)

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

VI. COUNTY DEPARTMENTS

A. Probation

1. (104-0316) Adopt resolution proclaiming Crime Victims' Rights Week April 10 through April 17, 2016, in celebration of service to victims of crime, reaffirm Board recommendation for Probation to operate Victim Services and honor local law enforcement, District Attorney staff and community members for outstanding service. (Twenty minutes estimate)

B. County Administrator

1. (105-0316) Appoint Kevin Mallen as Chief Building Official per Section 10.05.300 of the Yuba County Ordinance Code. (Five minute estimate)

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

A. (106-0316) Ordinance - Hold public hearing and adopt ordinance repealing Ordinance No. 1551 terminating development agreement with CEM Investments relative to Magnolia Ranch Specific Plan and rezoning certain Assessor Parcels. (Ten minute estimate) (Roll Call Vote)

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

A. (107-0316) Notice from South Sutter Water District regarding Camp Far West Hydroelectric Project relicensing comment period.


C. (109-0316) Notice from California Fish and Game Commission regarding extension of existing emergency related to drought.

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

X. CLOSED SESSION

A. Pending litigation pursuant to Government Code §54956.9(d)(4) - One Case

XI. ADJOURN
Public Facilities Committee - Supervisors Griego and Vasquez, Alternate Supervisor Nicoletti -

A. (110-0316) Provide staff direction regarding looking at potential locations to relocate County Victim Services division of the Probation Department. - Administrative Services - (Five minutes)

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

To: Board of Supervisors  
CC: Robert Bendorf, County Administrator  
From: Doug McCoy, Director, Administrative Services  
Date: March 22, 2016  
Re: Extension of agreement with Architects

Recommendation

The Board of Supervisors approves the contract amendment #5 with Indigo / Hammond & Playle Architects of Davis CA extending the term until December 31, 2016.

Background

Indigo / Hammond & Playle Architects and been our design team of record on the Sheriff Office Tenant Improvement Project. As the project has been extended, we need to extend the agreement with Indigo.

Discussion

Per our contract with Randy Hill Construction, all costs incurred after the official contract completion date (February 9th) are the responsibility of the General Contractor.

Committee Action

Due to the routine nature of this agreement, it has been brought directly to your Board for review and approval.

Fiscal Impact

There should be minimal financial impact to the County as all costs incurred after contract completion date are the responsibility of the General Contractor. It is our intention to charge back all additional costs 100% to the GC.
PROFESSIONAL SERVICES AGREEMENT  
YUBA COUNTY ADMINISTRATIVE SERVICES  

AMENDMENT # 5  

This is the Fifth Amendment to the agreement, dated May 4, 2012, for Architectural Design and Engineering Services for the Yuba County Sheriff’s Facility between the County of Yuba (COUNTY) and INDIGO / Hammond & Playle Architects, LLP (CONTRACTOR).  

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

1) Term. Extend the agreement term for the period of 11 additional months.  
   
   Commencement Date: May 4, 2012  
   Termination Date: December 31, 2016  

2) Attachment B, Payment. Revise payment section by adding a line item B.4.6 additional services as indicated below.  
   
   B.4.6 All services after February 29, 2016 will be provided on a time and materials (T&M) basis using Attachment B - Rate Schedule in the original agreement.  

3) Attachment B, Payment. Add to Section B.5 Additional Services  
   
   B.5.2 Additional Services to be Added: Corrective Work Order No. 1, 1/15/16 - $22,780  
   B.5.3 Additional Services to be Added: All services after February 29, 2016 will be provided on a time and materials (T&M) basis using Attachment B - Rate Schedule in the original agreement.  

4) Total Compensation to be increased to $1,170,380, plus time and materials (T&M) services after February 29, 2016.  

All other terms and conditions remain unchanged.  

In witness thereof, the parties hereto have executed this Amendment # 5 to the Agreement on  
    , 2016.  

"COUNTY"  
County of Yuba  

Roger Abe  
Chair, Board of Supervisors  

Approved by County Counsel  

"CONTRACTOR"  
INDIGO / Hammond & Playle Architects, LLP  

Bruce Playle,  
Principal  

for Angela Morris-Jones
To: Honorable Board of Supervisors, Yuba County

From: Stephen M. Scheer, Agricultural Commissioner

Subject: CONSIDER APPROVAL OF RESOLUTION AUTHORIZING AGRICULTURAL COMMISSIONER TO EXECUTE SPECIFIC ONGOING/NEW CONTRACTS, AGREEMENTS, COOPERATIVE AGREEMENTS, GRANTS AND/OR MEMORANDUM OF UNDERSTANDING FOR FISCAL YEAR 2016/2017 OR MULTIYEAR AND AUTHORIZE CHAIR TO SIGN RESOLUTION.

Date: March 22, 2016

Recommendation:

Consider approval of Resolution authorizing the Yuba County Agricultural Commissioner to execute specified ongoing/new contracts, agreements, cooperative agreements, grants and/or memorandum of understanding for Fiscal Year 2016/2017 or multi-year on behalf of the County of Yuba and authorize chair to sign resolution.

Background:

Yuba County Administrative Policy & Procedures Manual, Policy Number A-1, procedure 3 states, “It is the general policy of the County that all external documents (contract, leases, agreements, etc.) are to be executed by the Chairman of the Board of Supervisors. Exceptions should be properly authorized by the adoption of a resolution by the Board of Supervisors prior to execution of specific contracts, leases, agreements, etc. by the respective department head.” In the past, the Agricultural Commissioner has been authorized through Resolution of the Board of Supervisors, to sign specific contracts and agreements.

Discussion:

The Agricultural Commissioner has historically sought out revenue sources to fund various activities of the department. These revenue sources typically require that Yuba County enter into contracts, agreements and cooperative agreements with the California Department of Food and Agriculture, Department of Pesticide Regulation, United States Department of Agriculture and other agencies/associations or private contractors. In the interest of efficiency the Yuba County Board of Supervisors has, in the past, authorized the Agricultural Commissioner to execute specified contracts and agreements on the behalf of Yuba County.
This is to request that the Yuba County Agricultural Commissioner be authorized to sign on behalf of Yuba County, specified revenue/expenditure contracts, agreements, cooperative agreements, grants and/or memorandum of understanding for Fiscal Year 2016/2017 or multi-year on behalf of the County of Yuba. Such documents shall be handled in accordance with Yuba County Administrative Policy & Procedures Manual, Policy Number A-1.

Fiscal Impact:

None - Authorizing the Agricultural Commissioner to execute ongoing/new contracts, agreements, cooperative agreements, grants and/or memorandum of understanding for Fiscal Year 2016/2017 or multi-year is an efficiency matter which will save time for both the Board of Supervisors and the Commissioner.

Committee Action:

None – this procedure has been in place and routine for over twelve years and there are no changes except for dates from last year’s resolution.

Enclosure: Resolution
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING THE AGRICULTURAL
COMMISSIONER TO EXECUTE CERTAIN CONTRACTS/
AGREEMENTS/COOPERATIVE AGREEMENTS/GRANTS/
MEMORANDUM OF UNDERSTANDING FOR FY 2016/2017
OR MULTI YEAR AS LISTED BELOW

WHEREAS, on a periodic basis certain governmental agencies request that the County
Agricultural Commissioner sign Contracts, Agreements, Cooperative Agreements, Grants and/or
Memorandum of Understanding for the provision of services to that governmental agency; and

WHEREAS, on a periodic basis certain private contractors/associations request that the County
Agricultural Commissioner sign Contracts, Agreements, Cooperative Agreements, Grants and/or
Memorandum of Understanding for the provision of services to that private contractor/association; and

WHEREAS, it is in the interest of efficient and effective county government for the Board of
Supervisors to authorize the Yuba County Agricultural Commissioner to execute certain Contracts,
Agreements, Cooperative Agreements, Grants and/or Memorandum of Understanding on behalf of Yuba
County.

NOW, THEREFORE, BE IT RESOLVED that the Yuba County Agricultural Commissioner,
be and hereby is authorized to execute on behalf of Yuba County certain Contracts, Agreements,
Cooperative Agreements, Grants and/or Memorandum of Understanding for FY 2016/2017 or
multi-year, as listed below and subject to approval of County Counsel and County Risk Management.
A copy of each executed Contract, Agreement, Cooperative Agreement, Grants and/or Memorandum of Understanding shall be filed with the Clerk of the Board of Supervisors of the County of Yuba.

<table>
<thead>
<tr>
<th>Contract/Agreement/Cooperative Agreement/Grant/ Memorandum of Understanding</th>
<th>Organization/Agency</th>
</tr>
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<tbody>
<tr>
<td>High Risk Pest Exclusion</td>
<td>California Department of Food &amp; Agriculture (CDFA)</td>
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<td>Japanese Dodder</td>
<td>CDFA and Private Contractors</td>
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<tr>
<td>Nursery Inspection</td>
<td>CDFA</td>
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<tr>
<td>California Organic Food</td>
<td>CDFA</td>
</tr>
<tr>
<td>Pierce’s Disease Control Program/GWSS</td>
<td>CDFA</td>
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<tr>
<td>Asian Citrus Psyllid</td>
<td>CDFA and Private Contractors</td>
</tr>
<tr>
<td>Weed Management</td>
<td>CDFA/USDA/UCCE/Private contractors</td>
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<tr>
<td>Egg Inspection</td>
<td>CDFA</td>
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<tr>
<td>Pest Detection Trapping</td>
<td>CDFA and Private Contractors</td>
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<tr>
<td>Sudden Oak Death (SOD)</td>
<td>CDFA</td>
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<tr>
<td>Light Brown Apple Moth (LBAM)</td>
<td>CDFA</td>
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<tr>
<td>Seed Certification/Inspection</td>
<td>CDFA and Cal. Crop Improvement Assoc. (CCIA)</td>
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<tr>
<td>Petroleum Program</td>
<td>CDFA - Measurement Standards</td>
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<tr>
<td>Weighmaster Program</td>
<td>CDFA - Measurement Standards</td>
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<tr>
<td>Pesticide Use Enforcement</td>
<td>California Environmental Protection Agency (Cal EPA)</td>
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<td>Negotiated Work Plan</td>
<td>Department of Pesticide Regulation (CDPR)</td>
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<tr>
<td>Enforcement Evaluation &amp; Improvement Program (EEIP)</td>
<td>CDPR/California Agricultural Commissioners and Sealers Association (CACASA)</td>
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<td>Pesticide Use Reporting Agreement</td>
<td>CDPR/CACASA</td>
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<td>Structural Fumigation Enforcement Agreement</td>
<td>Cal EPA, Department of Pesticide Regulation/Structural Pest Control Board</td>
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<td>Small Hive Beetle (SHB)</td>
<td>California Bee Breeder’s Association (CBBA)</td>
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<td>Agricultural Products Certification</td>
<td>Private Contractors</td>
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<td>Rice Pesticide Water Monitoring</td>
<td>California Rice Commission (CRC)</td>
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<tr>
<td>Heavy Capacity Weight Truck Agmnt -Weights &amp; Measures-</td>
<td>County of Nevada/County of Sutter</td>
</tr>
<tr>
<td>Wildlife Specialist “Trapper” Program Grant Agreement</td>
<td>Yuba County Water Agency (YCWA)</td>
</tr>
</tbody>
</table>
PASSED AND ADOPTED this ___________ day of ____________________________
2016, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________________________
Chair

ATTEST: DONNA STOTTERMeyer
CLERK OF THE BOARD OF SUPERVISORS

__________________________________________

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

[Signature]
The County of Yuba

BOARD OF SUPERVISORS

MARCH 8, 2016

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 9:30 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Randy Fletcher. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemyer. Chairman Abe presided.

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Griego

II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher - All present

III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

MOTION: Move to approve

MOVED: Mary Jane Griego
SECOND: Randy Fletcher

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

NOES: None

ABSENT: None

ABSTAIN: None

A. Clerk of the Board of Supervisors


B. Community Development and Services

1. (062-0316) Approve Cooperative Forest Road and Road Project Agreements with United States Forest Service, Tahoe National Forest and authorize Chair to execute. Approved.

2. (063-0316) Approve Cooperative Forest Road agreement with United States Forest Service, Plumas National Forest, and authorize Chair to execute. Approved.

3. (064-0316) Adopt resolution approving closure of McGanney Lane at State Route 20 (Northside). Adopted Resolution No. 2016-12, which is on file in Resolution Book No. 47.

C. Emergency Services

1. (065-0316) Adopt resolution proclaiming the existence of ongoing local drought emergency in Yuba County pursuant to Government Code 8630. Adopted Resolution No. 2016-13, which is on file in Resolution Book No. 47.

D. Sheriff-Coroner
1. (066-0316) Adopt resolution authorizing Sheriff to execute grant application, agreement, and necessary documents with Department of Boating and Waterways for boating and safety enforcement activities for Fiscal Year 2016-2017. Adopted Resolution No. 2016-14, which is on file in Resolution Book No. 47.

CONSENT DISCUSSION

E. Clerk Recorder/Registrar of Voters

1. (080-0316) Accept Certificate of Sufficiency for Referendum Against Resolution No. 2015-126 "Stop Magnolia Ranch" and direct Registrar of Voters to consolidate special election with June 7, 2016 Presidential Primary Election. Chair Abe pulled from Consent for discussion advising Supervisor Fletcher indicated he had a conflict. Supervisor Fletcher left the meeting at 9:33 a.m.

Mr. Al Montna, CEM Investments, Project Developer, submitted letter requesting Board rescind approval of Magnolia Ranch Specific Plan

The following individuals spoke:
- Mr. Mark Mulliner
- Mr. Monty Hecker
- Ms. Deb Hecker
- Ms. Robin Burrow
- Ms. Sandy Gilbert
- Ms. Johanna Lassaga
- Mr. Ernie Ehnisz
- Ms. Kelly Lowery
- Mr. Ed Farewell
- Ms. Bryndra Stranix
- Mr. John Taylor

MOTION: Pursuant to Elections Code 9144 that the Board in reconsideration of Resolution No. 2015-126 rescind approvals made "Referendum Against Resolution No. 2015-126"

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

By roll call vote the motion passed.

The Board recessed at 10:44 a.m. and reconvened at 10:57 a.m. with all present as indicated above, except Supervisor Griego.

IV. SPECIAL PRESENTATION

A. (067-0316) Present proclamation recognizing American Red Cross month. (Five minute estimate) Chair Abe read and presented the proclamation to Executive Director Michelle LaPierre-Bell.

Supervisor Griego rejoined the meeting at 11:00 a.m.

B. (068-0316) Present proclamation to Yuba County Social Workers. (Five minute estimate) Chair Abe read and presented the proclamation to the following Social Workers: Cathy Jordan Cyndi Epperson Julie Mahon Drake Malecha Renee Wilson Angelica Bravo.
V. PUBLIC COMMUNICATIONS: None.

VI. COUNTY DEPARTMENTS

A. County Administrator

1. (069-0316) Adopt resolution approving amendment to 2011 Collection Service Agreement between Recology Yuba-Sutter and Yuba County regarding funding provisions for Green Waste Diversion Program. (Ten minutes estimate) County Administrator Robert Bendorf recapped the diversion program, relocation of program, associated costs, and responded to Board inquiries.

      Supervisor Abe left the meeting at 11:06 a.m. and returned at 11:08 a.m.

      General Manager Keith Martin, Regional Waste Management Authority responded to Board inquiries.

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

      Adopted Resolution No. 2016-15, which is on file in Resolution Book No. 47.

2. (070-0316) Receive information regarding projections for Fiscal Year 2016-2017 Budget. (Thirty minute estimate) County Administrator Robert Bendorf provided a PowerPoint presentation recapping:
   o Revenue sources
   o General Fund Appropriations
   o Projected Cost Increases
   o Allocated Positions
   o Costs of Living Adjustments/Equity Adjustments
   o Health/Dental/Vision Benefit increases
   o Pensions - Employer Costs
   o Life/Unemployment/Medicare
   o Cost Increases
   o General Fund Revenue Projections

      Public Works Director Mike Lee recapped decreased funding for Yuba County Roads including and responded to Board inquiries:
      o Various revenues sources
      o Expenses
      o Projected shortfall
      o Potential Alternatives/Solutions
         • Sales Tax Measure
         • Measure D increase
         • Funding drainage maintenance from another source
         • Delay federal aid projects with local match
         • General Fund Appropriation

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

A. (071-0316) Notice from Nevada Irrigation District officially launching the environmental process for the proposed Centennial Reservoir Project. Received.

B. (072-0316) Notice from Safety Belt Safe U.S.A. naming week of April 3 - 6, 2016, as safety seat checkup week. Received.

C. (073-0316) Letter from Area 4 Agency on Aging advising of Fiscal Year 2016-2017 matching contribution. Received.

D. (074-0316) Final Audit Report for Reclamation District 784 for period ending June 30, 2015. Received.

E. (075-0316) Final Audit Report from Camp Far West Irrigation District for period ending December 31, 2013. Received.

F. (076-0316) Final Audit Report for Sierra-Sacramento Valley Emergency Medical Services Agency for period ending June 30, 2015. Received.

G. (077-0316) Final Audit from Sutter-Yuba Mosquito and Vector Control District for period ending June 30, 2015. Received.

H. (078-0316) Seven Notices from California Fish and Game Commission on proposed emergency action on Winter-Run Chinook Salmon, limiting fishing on the Sacramento River, Tri-colored Blackbird, Humboldt marten, waterfowl regulations, elk hunts, and commercial sea urchin fishery. Received.

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

Supervisor Fletcher:
- CSAC Public Safety Funding webinar February 24, 2016
- District Five Town Hall February 24, 2016
- Brownsville Town Hall with Senator Jim Neilson and Assemblyman James Gallagher February 26, 2016
- Annual Peace Officer of Year February 27, 2016
- Yuba County Water Agency workshop March 1, 2016
- Sierra Nevada Conservancy Quarterly meeting February 2 and 3, 2016
- Sacramento Valley Vision Dinner March 3, 2016

Supervisor Griego:
- SACOG Transportation Committee meeting March 3, 2016
- Visited Lindhurst High School February 29, 2016
- Recent series of storm

Supervisor Nicoletti:
- Marysville Liaison Committee March 3, 2015
- Upcoming Kiwanis fundraisers
- OPUD/Beale meeting regarding wastewater
- P.A.C.E. building restoration in Linda
Supervisor Abe: Meetings attended:
  o Economic Strategic Plan March 3, 2016
  o Met with constituents March 4, 2016
  o CSAC Public Safety Funding webinar February 24, 2016
  o Local Walnut Day February 25, 2016
  o Legal Center Dinner February 26, 2016
  o Annual Peace Officer of Year February 27, 2016
  o Dinner for Air Force Commander visiting from Washington DC March 7, 2016

County Administrator Robert Bendorf:
  o Commended Emergency Services and Public Works support during recent storms
  o Out of office March 14-19, 2016

Supervisor Griego left the meeting at 12:27 p.m. and returned at 12:30 p.m.

Mr. Luther Klug, Loma Rica, Net-5 investigation costs

IX. CLOSED SESSION: The Board retired into closed session at 12:32 p.m. and returned at 12:46 p.m. with all present as indicated above.

A. Personnel pursuant to Government Code 54957.6(a) - Labor Negotiations DSA/MSA/YCPOA/County of Yuba Negotiating Parties: Negotiating Parties: Able Gave Direction provided.

B. Pending litigation pursuant to Government Code 54956.9(d)(1) Stewart vs. County of Yuba By unanimous vote, the Board referred the matter to Carl Fessdon for defense.

X. ADJOURN: 12:47 p.m.

______________________________
Chair

ATTEST: DONNA STOTTERMeyer
CLERK OF THE BOARD OF SUPERVISORS

______________________________
Approved:
TO:          Board of Supervisors

FROM:        Michael Lee, Public Works Director

SUBJECT:     Maintained Mileage of Yuba County Road Network

DATE:        March 22, 2016

Recommendation

Approve the attached resolution certifying the 2015 Maintained Road Mileage and Functional Classification.

Background

This list is updated annually to reflect changes during the previous year due to abandonment’s, additions from new construction, and urban boundary changes.

Discussion

Section 2121 of the Streets and Highways Code requires each County to certify to the California Department of Transportation on an annual basis the number of miles in our road system and the functional classification of street and road segments. Exhibit “A” – Tabulation and Exhibit “B” – Functional Classification Definitions and Exhibit “C” – Functional Classification Map, have been filed in the Office of the Clerk of the Board of Supervisors indicating that there are no changes to the road system for 2015.

Committee Action

The Land use and Public Works Committee was by-passed because this certification is routinely completed annually.

Fiscal Impact

None.

Attachment
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION CONCERNING THE)
COUNTY MAINTAINED MILEAGE)

RESOLUTION NO.___________

WHEREAS, Section 2121 of the Streets and Highways Code provides that in May of each year, the County shall submit to the Department of Transportation any additions to or exclusions from its mileage of maintained County roads, specifying the terminus and mileage of each route added to or excluded; and classify each of the street and road segments that the State has record of in the Highway Performance Monitoring System (HPMS) Database that corresponds to the FHWA approved California Road System (CRS) Maps coded by one or two-digit numeric Functional Classification (FC) codes; and

WHEREAS, the Department of Transportation certified to the State Controller in the year 2014 that the total mileage of maintained County roads was 652.70 miles and;

NOW THEREFORE, BE IT RESOLVED, that the total mileage of maintained County roads for 2015 is 652.70 miles, unchanged from 2014, as indicated on the Tabulation marked Exhibit "A".
Exhibit "A" is hereby made, by reference hereto, a part of this Resolution; and

BE IT FURTHER RESOLVED, that the functionally classified street and road segments that the State has record of in the HPMS database, and that correspond to the FHWA approved CRS Maps, are coded as outlined in Exhibit "B" in the year 2015. Exhibit "B" is hereby made, by reference hereto, a part of this Resolution; and

BE IT FURTHER RESOLVED, that the functionally classified street and road segments that the State has record of in the HPMS database, and that correspond to the FHWA approved CRS Maps, are coded as shown on the map in Exhibit "C" in the year 2015. Exhibit "C" is hereby made, by reference hereto, a part of this Resolution; and

BE IT FURTHER RESOLVED AND ORDERED that duplicate copies of the hereinabove said Exhibit "A", Exhibit "B" and Exhibit "C" shall be filed in the office of the Clerk of the Board of Supervisors of the County of Yuba.
PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____day of _____________, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________
Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

________________________
ANGIL P. MORRIS-JONES
YUBA COUNTY COUNSEL
APPROVED AS TO FORM:
<table>
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<tr>
<th>FUNC. CLASS</th>
<th>MILEAGE FROM</th>
<th>MAP COORDINATE</th>
<th>MAP NUMBER</th>
<th>LENGTH MILES</th>
<th>ROAD NAME AND NAME</th>
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**EXHIBIT A**

**MAINTAINED ROAD DATA**

**2013 VAB COUNTY**
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<th>FUNCTION CLASS</th>
<th>ROAD MILEAGE FROM</th>
<th>MILEAGE COORDINATE</th>
<th>MAP NUMBER</th>
<th>MAIN MAINTAINED ROAD DATA</th>
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2015 VIA COUNTY

EXHIBIT A
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<tr>
<th>TASK</th>
<th>MILEAGE FROM 119</th>
<th>MAP NUMBER</th>
<th>LENGTH MILES</th>
<th>ROAD NAME</th>
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EXHIBIT A

MANTAINED ROAD DATA
2013 Yuba County

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**Office of Emergency Operations**

**2015 VOA Road Data**

**Exhibit A**

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**Source:** Department of Transportation

**2015 VIGA COUNTRY**

**Chap A**

**Maintained Road Data**
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**Maintained Road Data**

**2015 Vida County**

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*Source: Department of Transportation*

*EXHIBIT A*

*2015 VIA COUNTY*

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**Maintained Road Data**

2015 VUQA COUNTY

EXHIBIT A
EXHIBIT B

FUNCTIONAL CLASSIFICATION (FC)
Conversion Table/Definitions

The functional classification used in the HPMS database corresponds to the FHWA approved CRS maps. These are coded as follows:

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TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator
       Jill Abel, Human Resources Director

RE: Comprehensive labor agreement between the County of Yuba and
    the Yuba County Deputy District Attorney Association (DDAA)

DATE: March 22, 2016

RECOMMENDATION

It is recommended that the Board of Supervisors approve the attached comprehensive
Memorandum of Understanding (MOU) between the County of Yuba and the Yuba
County Deputy District Attorney Association (DDAA), and authorize the Chair to sign.

BACKGROUND

Last year the Board approved negotiated terms of a labor agreement between the
County and the DDAA and authorized construction of a comprehensive MOU
incorporating all terms.

DISCUSSION

The DDAA and the County have agreed on the attached comprehensive MOU. The
MOU incorporates the conditions that were approved by the Board on July 28, 2015,
as well as the ongoing provisions in the original DDAA MOU.

FISCAL IMPACT

This item is administrative only and has no fiscal impact.
MEMORANDUM OF UNDERSTANDING

Between
The County of Yuba

And

Yuba County Deputy District Attorney Association (DDAA)

July 1, 2015 through

June 30, 2017
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PREAMBLE

In accordance with the provisions of Government Code Section 3505, et seq., representatives of the Board of Supervisors of Yuba County (the County) and representatives of the Deputy District Attorney's Bargaining Unit, have met and conferred with regard to wages, hours and other terms and conditions of employment for said Unit.

Agreement has been reached by representatives of the County and the Unit, and both desire jointly to enter into this written Memorandum of Understanding. The specifications of this Memorandum will be effective on the date the provisions of this Memorandum are adopted into law by the Board of Supervisors, or on dates as otherwise indicated herein.

The following are the terms of this agreement:
Article 1 TERM OF CONTRACT

The terms of this contract shall be from July 1, 2015 through June 30, 2017, for employees represented by the Yuba County Deputy District Attorneys’ Association, (DDAA).
Article 2 SALARY

2.1 Salary Adjustments
Salary increases for the employees represented by DDAA will be:

Effective July 1, 2016, all DDAA represented employees will receive a Cost of Living Adjustment (COLA) equal to 2% of base salary.

2.3 Equity Adjustments
Effective January 1, 2017, all classes represented by DDAA will receive an equity adjustment equal to 2% of base salary.
Article 3 PUBLIC EMPLOYEES RETIREMENT SYSTEM

3.1 Retirement Formula and PERS Employee Contribution

PERS Local Miscellaneous Retirement Formula:

The Local Miscellaneous (MISC) Retirement Formula will be determined in accordance with Public Employment Retirement Law (PERL), the Public Employees’ Pension Reform Act of 2013 (PEPRA) and the terms of the contract in effect between the County and the Public Employees’ Retirement System (PERS). The retirement benefit formulas are as follows:

Employees identified by CalPERS as Local Miscellaneous (MISC) Classic Members:

- The 2% @ 55 PERS Formula shall be provided for Local MISC Retirement category employees.

Employees identified by CalPERS as Local Miscellaneous (MISC) PEPRA New Members:

- The 2% @ 62 PERS Formula shall be provided for Local MICS Retirement category employees.

A. PERS Local Miscellaneous Retirement Contributions:

Classic Members Employee Retirement Contribution:

Employees identified by CalPERS as Local MISC Classic Members currently have an employee contribution rate of 7%.

PEPRA NEW Members Employee Retirement Contribution:

Employees identified by CalPERS as PEPRA New Members will have an employee contribution rate of at least 50 percent of the normal cost rate for their defined benefit plan, rounded to the near ¼ percent; adjusted periodically as determined by PERS. The employee contribution currently in effect is 6.25% for Local MISC New Members.

Employee Sharing Additional Cost:

The County of Yuba and DDAA have negotiated a contract which includes classic employees paying a portion of the employer’s share of pension cost beginning in the 2016/2017 Fiscal Year. This agreement will amend the County’s local MISC members contract to provide Section 20516 for local MISC members in the DDAA effective July 1, 2016. If the required CalPERS ballot initiative for the contract does not pass, DDAA and the County agree to meet and confer to determine how to recover the savings cost lost from that agreement.

Effective July 1, 2016, or as soon thereafter as the CalPERS retirement contract can be amended, the CalPERS Employer Pension Contribution will be as follows:

- DDAA MISC Class Members agree to pay an additional 1% toward the Employer Contribution.

This CalPERS retirement contract amendment will result in the following changes to the employee contribution rate effective July 1, 2016:

- DDAA MISC Class Members employee contribution 8%.

3.2 Credit for Unused Sick Leave

The County contracted with the California Public Employees Retirement System (CalPERS) to provide Section 20965 Credit for Unused Sick Leave Benefit for employees in the Miscellaneous Retirement group. This benefit provides that unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave in accordance with the PERS formula.
3.3 Pre-Retirement Optional Settlement 2 Death Benefit

The County contracted with CalPERS to provide Section 21548 Pre-Retirement Option 2W Death Benefit for the Miscellaneous Retirement Plan members. This benefit provides that the spouse or domestic partner of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Option 2W Death Benefit which is the highest monthly allowance a member can leave a spouse or domestic partner in lieu of the lump sum Basic Death Benefit.
Article 4 HEALTH, DENTAL, VISION, and LIFE INSURANCE

4.1 Health, Dental, Vision Insurance

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

   a) The basic plan for determining the County’s contributions shall be the CalPERS Choice PPO plan.

   b) Effective July 1, 2015, the County will pay 100% of the basic plan premium for Dental/Vision for the employee only, and 90% of the basic plan premiums for Health.

   c) Effective July 1, 2015, the County will pay 80% of the basic plan premium for Dental/Vision for the employee plus one dependent or the employee plus more than one dependent, and 70% of the basic plan premiums for Health for the employee plus one dependent or the employee plus more than one dependent.

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

4.2 In Lieu of Compensation

The County of Yuba agrees to increase the in lieu of health, dental, and vision insurance compensation to two hundred dollars ($200.00) per month.

4.3 Life Insurance

Effective November 1, 2006, the County of Yuba will add the classifications of Attorney I/II/III and Deputy District Attorney I/II/III to receive the same life insurance policy provided to management employees.

4.4 Dependent Health Insurance

Effective upon the first full pay period after adoption of this agreement the county agrees to continue health insurance benefits for a surviving spouse and dependents (to the extent eligible) should the employee be killed on-the-job. Language for this proposal needs to be reviewed by County Counsel and inserted in the MLA.

4.5 Affordable Care Act

At such times as regulations are issued implementing the Affordable Care Act, the County and DDAA will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefits plans covered by this Agreement will be modified or impacted by the Affordable Care Act during the term of this Agreement, it is agreed that the County and DDAA will reopen the contract to meet and confer and determine how such mandated changes will be implemented.
Article 5 PROFESSIONAL FEES

The County of Yuba agrees to pay for the annual bar dues required by the State of California to practice law. The Attorneys in this unit will submit completed bar dues statements to their supervisor no later than January 1st of each year. Any penalties that result from submitting bar dues statements after January 1st will be paid by the employees.
Article 6 SICK LEAVE WITH PAY

6.1 General Policy
Sick leave with pay shall be earned by regular full, part-time, and limited term employees and may be used as herein provided.

6.2 Definition
Sick leave means the necessary absence from duty of an employee because of:
A. The employee's illness or injury;
B. The employee's exposure to a contagious disease;
C. Any medical treatment or recovery from such treatment prescribed by a licensed practitioner.
D. The death of a person in the employee's immediate family in which case they may use up to five (5) days of sick leave, and any accumulated vacation leave, for each occurrence.
E. The illness of a member of the employee's immediate family who requires the care and assistance of the employee. Up to eighty (80) hours per calendar year of sick leave may be used for this purpose.
F. The Department Head shall approve any sick leave after having ascertained that the absence was for the reason authorized herein. However, the Department Head or the Human Resources Director may require the employee to submit substantiating evidence, including, but not limited to, a physician's certificate specifying the employee's limitations.

6.3 Time Sick Leave Begins to Accrue
An employee shall not accrue sick leave with pay until the first day of the month following the month in which such employee begins work. However, if that employee begins work within the first three working days of the month, then they shall accrue sick leave from the beginning of that month.

6.4 Rate of Accrual
A. Sick leave shall be earned and accrued without a maximum limit.
B. Sick leave shall be earned as follows:
   1. Each regular full-time employee shall accrue sick leave with pay at the rate of 8 hours per month.
   2. A regular part-time or intermittent employee shall accrue sick leave with pay in the proportion that his or her regularly scheduled hours of part-time or intermittent service bear to regular full-time service.
   3. No sick leave credit shall be earned when an employee is on leave without pay for half of a working month or more. No sick leave will be earned for less than a full final month's service when an employee terminates for any reason.
6.5 Usage

A. Sick leave accruals may be used in accordance with the provisions of this agreement once they are earned.

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

C. Sick leave usage and ability of an employee to return to work shall be determined by County rules, regulations, and procedures regardless of determinations made by the State of California under the SDI or WC program.

D. An employee is to return to work as soon as they recover from an illness or injury including the return to a shift or work day in progress.

E. Employees who are too ill or injured to work are required to contact their department manager or supervisor before the beginning of their work shift if feasible but no later than within the first hour of work. The employee shall contact their supervisor to report their absence. Department Heads shall have the option of instructing employees to either leave a message for the supervisor or the department designated contact person. If a message is left for the department, it shall include a call-back number for any follow-up information.

F. An employee that has been directed by a medical professional to remain off work for more than one day shall not be required to report their absence each day, if they have provided acceptable documentation to the department verifying the attending physician's directions.

G. Employees shall only be required to provide general information about the nature of the illness or injury that necessitated their absence from work. The information requested shall be solely for the purpose of determining the legitimate use of sick leave.

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

Employees are required to notify the auditor's office within 5 business days upon receipt of benefits, so that the benefits can be integrated. In some cases due to delays in receiving checks under W/C or SDI, employees may be overpaid. When this occurs, employees must make arrangements to pay back the overpayment within 5 business days unless the employee's condition prevents this. Failure to make arrangements to pay back the overpayment violates county rules. Accordingly this may result in the county taking progressive disciplinary action up to and including termination from employment.

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

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

A. Sickness or injury sustained while on leave of absence without pay.

B. Sickness or injury purposely self-inflicted or caused by willful misconduct.

C. Subsequent to a determination by the Public Employees' Retirement System that a sickness or injury qualifies an employee for disability retirement.

6.7 Proof Required

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

6.8 Records

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

6.9 Loss of Sick Leave.

Any employee whose continuity of employment is broken for any reason shall lose his entitlement to any sick leave which he has accrued. When an employee is re-employed from a re-employment list after a break in service resulting from lay-off, such employee shall be credited with any sick leave which he/she had accumulated prior to such break in service. In addition, the prior service of such employee shall also be counted for purposes of vacation entitlement.

6.10 Payout of Sick Leave or CalPERS Service Credit Upon Separation from Employment

A. Upon termination of employment by death or retirement in accordance with provisions of the Public Employees Retirement Law, as amended; or by resignation or layoff after ten years of permanent employment with Yuba County, an employee shall be paid a sum equal to twenty-five percent (25%) of his/her earned sick leave computed on the basis of the hourly equivalent to such employee's monthly salary as of the time of death, retirement, layoff or resignation.

B. At the time of retirement an employee may elect to either receive the pay-off as set forth in Section A, and apply the balance toward CalPERS retirement service credit or they may elect to apply the full amount of their sick leave accruals toward CalPERS retirement service credit in accordance with CalPERS regulations and forfeit the pay-out set forth in Section A.

6.11 Catastrophic Leave

A. Regular employees may be entitled to receive donated vacation leave hours from other regular employees based upon the following criteria:

1. Each case will be reviewed individually on its merits and either approved or rejected based upon the principal criteria that the purpose of catastrophic leave is to ensure that the employee's medical coverage continues without interruption and to provide continued salary
for these catastrophic incidents.

2. To be eligible, an employee must have a verifiable long-term illness or injury, i.e., cancer, heart attack, stroke, serious injury, etc., or have a family member of their immediate family with a long-term illness or injury which results in the employee being required to take time off from work to care for that family member and must have exhausted all personal vacation, sick leave and CTO, or soon will have exhausted such leave resulting in the employee being in a non-paid status.

3. The person receiving the donated hours must have obtained permanent employment status with Yuba County.

4. Donations must be made to a specific individual regular employee only. Donations must be made in eight hour blocks of time.

5. Once the employee has pledged their leave hours the donated hours cannot be the reclaimed by the employee until it is determined that the hours are no longer needed by the employee to whom the hours were donated.

6. An employee who is utilizing donated hours shall not earn or accrue additional vacation or sick leave.

7. In no event shall donated time have the effect of altering the employment rights of the County or the recipient employee, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.

8. The recipient employee shall provide verification initially and as needed to the Department Head and Human Resources Director of the illness or injury that qualified them to receive donated leave hours.

9. Any employee who feels that another employee has the need for catastrophic leave shall submit the reasons and circumstances in writing to the Department Head. A request on behalf of an employee shall be initiated by a Department Head. The Human Resources Director shall take the request to the Board of Supervisors for approval or disapproval. If the request is approved, the employee desiring to donate time shall complete forms available in the Auditor’s Office. All donations shall remain confidential.

10. When an employee has sufficient sick leave hours accrued and has exhausted the 80 hours of family sick leave usage allowed in Section 2. E of this Article, the Board of Supervisors on a case-by-case basis may consider waiving the 80 hour limitation on the use of sick leave for dependent care.

11. It is understood that the donation of leave time is strictly voluntary. The information regarding the approval and the option to donate shall be made available to employees. Human Resources will issue written notice to all employees when an employee is authorized to receive leave donations.

12. Solicitation or other pressure to require employees to donate from their leave balances shall be strictly prohibited.

Article 7 GRIEVANCE PROCEDURES

7.1 Purpose
The grievance procedures are intended to provide employees a means to have their grievance heard in a fair, clear, and expedient manner. At the same time supervisors and managers must be given an opportunity to address the specific grievance at the lowest possible level.
7.2 Definition
A grievance may be filed by an employee if a management interpretation or application of a law, ordinance, resolution, regulation, rule, or MOU adversely affects the employee's wage, hours, or conditions of employment. Excluded from the grievance procedure are disciplinary matters, performance evaluation ratings, and actions of the Board of Supervisors.

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

7.3 General Provisions
A. Employees are entitled to representation at any level of the grievance process.

B. Employees are entitled to reasonable release time at any level of the grievance process.

C. Timeliness: If the employee or recipient of the grievance is absent from their normal work site for longer than a week, the grievance may be held in abeyance until the absent party returns. This doesn't preclude the parties from mutually agreeing in writing to waive or extend the timelines at any step. Keeping in mind that timely processing of the grievance is in all parties' best interest.

D. If the response deadline falls on a weekend or holiday, the response is due before the close of business the following work day.

7.4 General Procedures
Step 1: All grievances must be initially filed in writing on the form designated by the Human Resources Director with the immediate supervisor within 15 calendar days of the situation used as the basis of the grievance, or, from the date the employee should have reasonably been aware of the situation used as a basis for the grievance. The employee must clearly state the date, time, and all other circumstances surrounding the situation being grieved; as well as any requested remedy. The supervisor will also be required to give the employee a written response within 15 calendar days of receipt of their grievance. The supervisor will state his/her position regarding the issues presented in the grievance, and whether the requested remedy is being granted, an alternative remedy offered, or the remedy is being denied. If the supervisor fails to provide a response within 15 calendar days of receipt of the grievance, it will automatically be elevated to a Step 2 grievance.

Step 2: If the grievance is not resolved at Step 1, it may be submitted to the Department Head for consideration within 15 calendar days of the immediate supervisor's decision. The Department Head will then review the original written grievance and response by the supervisor and give the employee a written response within 15 calendar days of receipt of the employee's Second Level grievance request. Based on the submitted documents or other facts related to the original grievance, the Department Head will state his/her position regarding the issues presented in the grievance, and whether the requested remedy is being granted, an alternative remedy offered, or the remedy is being denied. If the Department Head fails to provide a response within 15 calendar days of receipt of the Step 2 grievance, it will automatically be elevated to a Step 3 grievance.

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

Step 4:

A. If the grievance is not resolved at Step 3, either party may within fifteen (15) calendar days request advisory arbitration. A request to proceed to advisory arbitration shall be filed with the Human Resources Director, who will act promptly to request a list of seven (7) arbitrators from the American Arbitration Association (AAA). The Human Resources Director will instruct the AAA to issue a copy of the list to both the County and Union. Once the parties have received the lists, representatives of the parties will meet within five (5) working days to determine if they can mutually agree upon using one of the arbitrators listed. Should the parties not be able to reach agreement, the parties shall alternately strike one name from the list until only one name remains. That person shall be the arbiter. The right to strike the first name shall be determined by lot.

B. Where practicable, the date for a hearing shall not be less than ten (10) days, or more than thirty (30) days, from the date of the selection of the Arbiter. The parties may stipulate to a longer period of time for commencing with the grievance hearing.

C. The Human Resources Director shall duly notify the interested parties of the time and place of the hearing as soon as possible but no later than seven (7) calendar days prior to the grievance hearing.

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

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

F. Written findings and recommendations shall be forwarded by the Arbiter to the Clerk of the Board of Supervisors, Human Resources Director, the affected Department Head, and employee and her/his representative. These findings and recommendations must be agendized for presentation to the Board of Supervisors in accordance with standard agendizing procedures at its first regular meeting after they have been received. If within thirty (30) days of receipt by the parties of the Arbiter's decision, either party to the action files a written appeal with the Board of Supervisors, a copy of such appeal will be served concurrently upon the opposing party. The Board of Supervisors may review the record of the proceedings, and will take the findings and recommendations of the Arbiter under advisement. The Board will render a decision within twenty (20) days after the presentation of said finding and recommendations to the Board. The Board, in its sole discretion, may:

Follow the recommendation of the Arbiter; or Order any action which it deems appropriate based upon the totality of the circumstances.
G. If neither party files such appeal within the above thirty (30) day period, the Arbiter shall be deemed adopted by the Board of Supervisors. The decision of the Board shall be final and conclusive.

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

I. The Human Resources Director shall execute the decision of the Board within ten (10) working days of the decision.

**Article 8 DISCIPLINE PROCEDURES**

**DISMISSAL, SUSPENSION, REPRIMAND, DEMOTION AND RIGHT OF APPEAL**

**8.1 Disciplinary Guidelines**

A. The purpose of discipline is to administer equitable and consistent discipline for unsatisfactory conduct in the workplace. The County’s own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

B. Disciplinary action may call for any of five (5) steps depending on the severity of the problem and the number of occurrences: Letter of Reprimand; Suspension without pay; Reduction in Pay (defined as base rate multiplied by index), Demotion; or Termination from employment. There may be circumstances when one or more steps are bypassed.

C. Progressive discipline means that, with respect to most disciplinary problems, the following steps will normally be followed: a first offense may call for a letter of reprimand; a next offense may lead to suspension without pay; and still another offense may then lead to termination of employment. While it is impossible to list every type of behavior that may be deemed a serious offense, some examples include theft, assault, falsification of records or documents, etc.; we recognize there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

D. The County’s use of progressive discipline is intended to correct most employee problems at an early stage, benefiting both the employee and the County of Yuba.

**8.2 Regular Employees - Disciplinary Action and Notice**

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

A. **Formal Written Reprimand.** When an employee receives a formal written reprimand from a Department Head, the employee has ten (10) work days after receipt of the letter to file a written or oral response to the letter. The Department Head may then modify, amend, or revoke any part of the formal written reprimand. The employee’s response will be considered by the Department Head. If it is demonstrated that any part of the formal written reprimand is inaccurate or not factually supported it will be modified, amended, or revoked. Unless revoked completely, the formal written reprimand as amended or modified by the Department Head along with any written response shall be placed in the employee’s personal history file in the Human Resources Department. The written reprimand and response shall remain in the employee’s personal history file for a period not to exceed two (2) years from the date the final reprimand was issued.
B. **Suspension, Reduction in Pay, Demotion or Dismissal.** Before taking more serious disciplinary action or initiating a formal investigation, the Department Head should contact and discuss such action with the Human Resources Director and/or the County Counsel or their designees.

C. **Notice to Employee.** After the discussion in Paragraph (B), a Department Head who concludes that suspension, demotion or dismissal is justified, shall notify the affected employee in writing of the proposed action; the reasons therefore with a copy of charges and material on which it is based and the right to respond to the Department Head or designee. Said notice must be served on the employee at least five work days before the intended action.

D. **Management Rights.** Prior to the written notice and until a final decision is made regarding the employee’s job status, management reserves the right to immediately remove an employee from the workplace for irrational or improper behavior, and place an employee on paid or unpaid administrative leave. Unpaid leave is appropriate when the employee and/or her/his representative are unreasonably unavailable during the disciplinary process. The reviews and notices required shall be served on the employee as soon as possible after the employee is placed on such leave.

E. **Written Notification.** All written orders shall be served on the employee and a copy sent to the Human Resources Department. If personal service upon the employee is impossible, a copy of the order shall be sent by registered mail to the employee at his or her last known address.

F. **Employee Right to Respond.** The employee shall be entitled to a meeting with the Department Head or designee within five (5) working days of notice of the proposed action to answer the charges or to present an answer in writing to the charges during the same period of time. Subsequent to meeting with the employee and/or reviewing the written material provided by the employee, the Department Head may:

1. carry out the disciplinary action by written order;
2. rescind the proposed action;
3. impose a lesser disciplinary action; or
4. withdraw and amend the proposed action and serve another notice of proposed action, if further areas for discipline were discovered prior to the disciplinary action being imposed.

### 8.3 Causes for Discipline

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

A. Fraud in securing appointment, including but not limited to falsification of application in securing appointment, and false information concerning professional licenses, College/University diplomas, advanced degrees, or certifications.

B. Incompetency.

C. Inefficiency.

D. Inexcusable neglect of duty.

E. Insubordination.
F. Dishonesty.

G. In possession of, trafficking in, or under the influence of alcoholic beverages or illegal drugs while at work or on County property.

H. Intemperance.

I. Inexcusable absence without leave.

J. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.

K. Discourteous treatment of the public or other employees.

L. Political activity which is in violation of federal, state or local laws and regulations.

M. Use of County property in violation of law or Board order.

N. Violation of this Article.

O. Any other failure of good behavior or acts either during or outside of duty hours which are incompatible with or inimical to the public service.

P. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment.

Q. Violation of any of the provisions entitled Prohibited Activities.

R. Violation of the employment of a relative rule set forth in Yuba County Merit Resolution Article 3 Subsection 10.

S. Violation of written County or departmental policies including those relating to safety issues.

T. Conduct or behavior that constitutes sexual harassment or creates a hostile work environment.

U. Negligent or willful damage to public property or waste of public supplies or equipment.

V. Failure or refusal to cooperate in an investigation being conducted by the County.

W. Knowingly making false accusation or knowingly providing inaccurate information about an employee that could lead to disciplinary action of the employee if the information or accusation were true.

8.4 Right of Appeal

A. Any regular employee, except a probationary employee, who is suspended, demoted or dismissed, may appeal such order or decision under filing notice of appeal with the Human Resources Director within five (5) work days after service on such employee of the order as herein above provided. Probationary employees shall have no right of appeal. Within fifteen (15) days from the date of service of said order upon the employee, such employee shall file with the Human Resources Director an answer in writing to the charges set forth in the order of disciplinary action. The Human Resources Director shall review said order, notice of appeal, and answer, and shall then discuss the disciplinary action and appeal with the employee and/or his or her representative and the Department Head in order to determine if a hearing is necessary.
B. In the event an agreement regarding disposition of the matter cannot be reached within fifteen (15) days after filing of the answer to the charges, and upon the request of the employee, the Human Resources Director will contact the State of California Office of Administrative Hearings to request the assignment of a Hearing Officer to hear the appeal. In the event the Office of Administrative Hearings cannot provide an Administrative Law Judge to preside over the hearing within thirty (30) days from the date of the appeal, the parties may directly select a neutral third party to hear the matter and render a decision. The employee and/or his or her representative must agree within ten (10) days to a hearing date after contact by the Human Resources Director or the appeal will be considered to have been abandoned by the employee and will not be scheduled. Said Hearing Officer will commence hearing the matter as soon as possible.

C. If any employee alleges that the suspension, demotion, or dismissal resulted from discrimination based on race, color, religion, sex, disability, medical condition, marital status, age, ancestry or national origin, an appeal will be heard on this issue only if the employee's allegation is supported by a written statement of grounds or reasons which are deemed by the Hearing Officer to be sufficiently clear and concrete to permit a hearing. The written statement of grounds must be served on County Counsel at least fifteen 15 calendar days prior to the hearing. The County Counsel must then serve the employee with a response to the allegation(s) at least five (5) calendar days prior to the hearing. The burden of proof shall be on the complainant to show by a preponderance of evidence that an unlawful discriminatory action occurred.

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

A. The Hearing shall be public except that, if the employee requests that the matter be heard privately, it shall be so heard.

B. Subpoenas and Subpoenas Duces Tecum may be issued in accordance with Section 11450.05 et seq. of the Government Code.

C. The Hearing shall be conducted in accordance with Section 11513 of the Government Code.

D. The provisions of Section 11507.6 of the Government Code shall apply to any hearing conducted pursuant to this section and shall provide the exclusive right to and method of discovery except that time limitations will be those established by the Hearing Officer. In those cases where the Board reheard the matter as provided by Section 8.6, the Board shall establish such time limitations.

E. All costs related to the hearing directed to be incurred by the Hearing Officer and all fees of the Hearing Officer will be shared equally by the parties, except that,
   1. in the event the employee is fully reinstated, or
   2. the employee is in a position funded in whole or in part by the federal or state government which comes under Section 19800 of the Government Code of the State of California, such costs and fees will be borne by the County department imposing the discipline.

8.6 Decision
A. The Hearing Officer shall within thirty (30) calendar days after said hearing make a finding as to whether or not the employee was suspended, demoted, or dismissed for the reasonable cause set forth in the notice of disciplinary action and shall also make a recommendation as to the appropriate disposition of the case.
Written findings and recommendations shall be forwarded by the Hearing Officer to the Clerk of the Board of Supervisors, Human Resources Director, the affected Department Head, and employee. These findings and recommendations must be agendized for presentation to the Board of Supervisors in accordance with standard agendizing procedures at its first regular meeting after they have been received.

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

1. Follow the recommendation of the Hearing Officer; or
2. Reinstate the employee; or
3. Order any disciplinary action which it judges to be appropriate based on the evidence; or
4. Rehear the matter under the provisions of Section 8.5 of this Article.
5. In these cases, the Board’s decision shall be final and binding on all parties.

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

1. In cases where discrimination in suspension, demotion, or dismissal based on race, religion, color, sex, marital status, disability, medical condition, age, ancestry, or national origin is alleged and proven, the Hearing Officer shall have the authority to reinstate the employee without prejudice where such decision is supported by the written findings of the Hearing Officer.

2. For employees in positions funded in whole or in part by the federal or state government which come under Section 19800 of the Government Code of the State of California, the decision of the Hearing Officer in matters of demotion or dismissal, is final and binding upon all parties within the limits and the authority of Hearing Officers as may be found in relevant sections of this Agreement.

3. The Hearing Officer shall have no power to alter, amend, change, add to or subtract from this Agreement or any ordinance, resolution, rule or regulation approved by the Board of Supervisors.

4. The Hearing Officer shall have no power to award punitive damages.

5. The Hearing Officer’s findings and award shall be based solely on the evidence presented at the hearing.

6. The decision of the Hearing Officer, as outlined in Section 8.6 B 1 and 2 above, shall not be subject to modifications by the Board of Supervisors and shall be implemented by Board order.
Article 9 VACATION LEAVE WITH PAY

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

9.2 Time Vacation Leave Begins to Accrue
Each employee in a regular full-time position shall receive 48 hours vacation leave after the completion of six (6) months service from the date of original appointment to a budgeted position and receipt of a satisfactory performance evaluation. Upon the completion of one year service from the original date of appointment and upon passing probation the employee shall be credited with an additional 48 hours vacation leave. No vacation leave shall accrue or be available to the employee prior to the completion of the required 6 months and/or one year.

9.3 Date of Appointment
For purposes of this section Date of Appointment shall be the first day of the month following the month in which such employee begins work. However, if a new employee begins work within the first three days of the month, then their Date of Appointment shall be the first of that month.

9.4 Leave Accrual
Vacation leave credit shall accrue on the first day of the month following the month when vacation leave credit is earned. No vacation leave shall be earned when an employee is on leave without pay for half of a working month or more. No credit shall be earned for less than a full final month’s service when an employee terminates for any reason.

9.5 Part-Time or Intermittent Employee
A part-time or intermittent employee shall accrue vacation leave in the proportion that his/her regularly scheduled hours of service compares to regular full-time service.

9.6 Rates of Accrual
After one year each regular full-time employee shall accrue and receive vacation leave based on the following as computed from their Hire Date:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Number of Hours Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) 1 up to 5 years</td>
<td>8.00 hours</td>
</tr>
<tr>
<td>2) More than 5 and up to 10 years</td>
<td>10.75 hours</td>
</tr>
<tr>
<td>3) More than 10 and up to 15 years</td>
<td>12.00 hours</td>
</tr>
<tr>
<td>4) More than 16 and up to 20 years</td>
<td>13.50 hours</td>
</tr>
<tr>
<td>5) More than 20 years completed</td>
<td>16.00 hours</td>
</tr>
</tbody>
</table>

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

Vacation leave shall be accumulated to a maximum limit of 350 hours.

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

9.8 Use of Vacation Leave

1. The Department Head shall determine the period when accrued vacation time may be taken by each employee consistent with the requirements of the department.

2. Denial of an employee’s request for use of vacation leave or compensated time off must be based on business necessity.

3. Last Day of Work: Employees who are terminating their employment for reasons other than County retirement (with no other employment) shall not use vacation or comp time as their termination date (e.g. requesting vacation or comp time to begin March 7 while actual termination date is March 13, etc.).

4. A person receiving pay in lieu of unused vacation may not be re-employed by Yuba County in any other capacity until a number of working days equal to the number of days they were paid for vacation have elapsed following the effective date of separation.

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

9.10 Cash Compensation upon Termination
An employee whose employment is terminated for any reason shall be paid a sum equal to their accrued vacation leave. Such sum shall be computed on the basis of the hourly equivalent of such employee’s monthly salary as of the date employment is terminated.

9.11 Conversion to Deferred Compensation
The parties agree that the provision outlined in this section regarding Vacation Conversion to Deferred Compensation is suspended for the term of this agreement and until negotiations are completed for a successor agreement.

Employees may convert vacation to Deferred Compensation once a year under the following conditions.

1. The employee may convert any amount of vacation they have accrued which is in excess of 80 hours, up to the maximum allowed under the 457 Deferred Compensation program for that year. (e.g. If the employee has 120 hours accrued, they may convert 40 hours if it does not go over the maximum allowed by the Deferred Compensation program.)

2. The conversion will be made at the rate of pay the employee is receiving at the time of conversion.

Conversion may be made only during the month of December of each year.

Article 10 DELETED JULY 2015
The article formerly referenced as “Performance Evaluation” was deleted from the MOU per mutual agreement.
Article 11 – MERIT PROCEDURES FOR LONG-STEP INDEX

For employees hired on or before 06/30/13 (employees hired after 6/30/13 see section 11.14-11.20)

11.1 Salary based upon Longevity and Merit

A regular employee’s salary will be determined based upon successful job performance and years of loyal service to the County.

11.2 Salary Determination or Adjustments

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

<table>
<thead>
<tr>
<th>Number of Years of Service</th>
<th>Index Rate</th>
<th>Number of Years of Service</th>
<th>Index Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1</td>
<td>1.0000</td>
<td>16</td>
<td>1.3800</td>
</tr>
<tr>
<td>at least 1</td>
<td>1.0500</td>
<td>17</td>
<td>1.3950</td>
</tr>
<tr>
<td>&quot; 2</td>
<td>1.1030</td>
<td>18</td>
<td>1.4100</td>
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<tr>
<td>&quot; 3</td>
<td>1.1580</td>
<td>19</td>
<td>1.4250</td>
</tr>
<tr>
<td>&quot; 4</td>
<td>1.2160</td>
<td>20</td>
<td>1.4400</td>
</tr>
<tr>
<td>&quot; 5</td>
<td>1.2160</td>
<td>21</td>
<td>1.4550</td>
</tr>
<tr>
<td>6</td>
<td>1.2300</td>
<td>22</td>
<td>1.4700</td>
</tr>
<tr>
<td>7</td>
<td>1.2450</td>
<td>23</td>
<td>1.4850</td>
</tr>
<tr>
<td>8</td>
<td>1.2600</td>
<td>24</td>
<td>1.5000</td>
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<tr>
<td>9</td>
<td>1.2750</td>
<td>25</td>
<td>1.5150</td>
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<tr>
<td>10</td>
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<td>26</td>
<td>1.5300</td>
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<td>1.5450</td>
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</tr>
<tr>
<td>14</td>
<td>1.3500</td>
<td>30</td>
<td>1.5900</td>
</tr>
<tr>
<td>15</td>
<td>1.3650</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

11.3 To Determine an Employee’s Monthly Salary

A. Determine the number of years of service an employee has completed based on the employee’s Service Computation Date (SCD).

B. Refer to the “Number of Years of Service” column. Go to the number of years of service the employee has completed and locate the “Index Rate” immediately to the right.

C. Refer to the Classification System – Basic Salary Schedule and find the current title of the employee’s position. Multiply the corresponding Index Rate by the Base Rate for the employee’s classification.

D. Round up to the nearest whole dollar.

11.4 To determine an Employee’s Hourly Rate

A. Determine the Monthly Salary from above.
B. Take the Monthly Salary and multiply it by twelve months.

C. Divide the total by 2,080 average work hours in a year.

D. Use standard rounding to the nearest whole penny.

11.5 Service Computation Date (SCD) and Index Rate Determination

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

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

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

The employee’s Salary Anniversary Date (SAD) will be the first (1st) day of the month following his/her SCD (instead of position date or hire date). However, if the SCD is within the first (1st) three (3) calendar days of the month, the SAD will be the first (1st) day of that month in which the employee is hired.

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

11.7 Prior Service

Prior service refers to the number of calendar days between a current employee or applicant’s previous hire date and his/her previous termination date with the County of Yuba as a regular employee. If, when applying the employee’s prior service credit on a calendar day basis, it results in a date which falls within the first three (3) calendar days of the month, the employee will be given credit for that entire month. Should the application of prior service on a calendar day basis result in a date other than the first three (3) calendar days, the employee’s adjusted SCD will be the first (1st) day of the following month.

11.8 Leave With Out Pay (LWOP)

LWOP will be computed in either one of two ways.

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

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

When it is necessary to attract the best qualified applicants to a critical position or when an applicant’s prior experience justifies, the Department Head is authorized to hire a new employee at an Index Rate equivalent to completion of up to two years of service (Index Rate 1.1030). At the request of the Department Head, the Board of Supervisors may approve the appointment of a new employee at an Index Rate equivalent to completion of up to four years of service (Index Rate 1.2160).

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

11.10 Promotions

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

11.11 “Y-rated” Salary

If a management directed action results in a regular employee being downgraded to a classification with a lower Base Rate, the employee’s salary will be “Y-rated” (frozen). The employee’s salary will continue to be “Y-rated” until the salary, as defined in Section 11.2, 11.3 and 11.4 is equal to or greater than the “Y-rated” salary. If an employee does not successfully pass a probationary period and is eligible to return to his/her former position, his/her salary will be computed as normally defined in Sections 11.2, 11.3 and 11.4.

The term “management directed action” shall not include by definition or apply to layoffs or ADA accommodations.

11.12 Salary upon Transfer

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

11.13 Salary upon Reclassification

A. No Change: When a reclassification results in no change to the base rate of the classification, there will be no change to the employee’s salary.

B. Higher Class: If a reclassification results in an employee’s position being assigned to a classification having a higher base rate of pay, the employee’s salary shall be determined consistent with Section 11.10.

B. Lower Class: If a reclassification results in an employee’s position being assigned a lower classification having a lower base rate of pay, the employee’s salary shall be determined
consistent with Section 11.11.

Procedures for Longevity/Merit Increases for Employees Hired On or After 7/1/2013

11.14 Salary based upon Merit

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

<table>
<thead>
<tr>
<th>Step</th>
<th>Number of Years of Service</th>
<th>Index Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Base</td>
<td>1.00</td>
</tr>
<tr>
<td>2</td>
<td>At least 1</td>
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</tr>
<tr>
<td>3</td>
<td>At least 2</td>
<td>1.10</td>
</tr>
<tr>
<td>4</td>
<td>At least 3</td>
<td>1.15</td>
</tr>
<tr>
<td>5</td>
<td>At least 4</td>
<td>1.20</td>
</tr>
<tr>
<td>6</td>
<td>At least 5</td>
<td>1.25</td>
</tr>
<tr>
<td>7</td>
<td>At least 6</td>
<td>1.30</td>
</tr>
<tr>
<td>L</td>
<td>At least 15</td>
<td>1.35</td>
</tr>
</tbody>
</table>

11.15 Service Computation Date (SCD) and Index Rate Determination

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

11.16 Salary Anniversary Date (SAD) For Merit Index Rate Adjustments

The employee’s Salary Anniversary Date (SAD) will be the first (1\textsuperscript{st}) day of the month following his/her SCD, unless specifically stated otherwise. However, if the SCD is within the first (1\textsuperscript{st}) three (3) calendar days of the month, the SAD will be the first (1\textsuperscript{st}) day of that month in which the employee is hired. 

Merit Step Index increases will occur on the employee's SAD, only when the Human Resources Department has received at least thirty (30) days in advance, but no more than sixty (60) days in advance, an evaluation that shows that the employee at least "meets standards." If the evaluation is not timely as per this section, the merit increase will fall on the first (1\textsuperscript{st}) day of the month following a thirty (30) day waiting period.

If the employee does not receive a satisfactory performance evaluation, the employee will be given a Performance Improvement Plan (PIP) detailing what is required for the employee to achieve at least satisfactory performance levels. Merit increases will be automatically withheld until such time the employee receives at least a "Meets Standards" performance evaluation. In this instance, the employee's Salary Anniversary Date (SAD) will be the first (1\textsuperscript{st}) day of the month following said successful performance evaluation. However, if the successful performance evaluation is given on the first (1st) day of the month then the merit increase will be given in that same month.
11.17 Leave With Out Pay (LWOP)
LWOP will be computed as follows: each accumulated eight (8) hour increment of LWOP from work (i.e. excluding nonscheduled work days such as weekends) will reduce an employee’s SCD by one (1) day (i.e. move the SCD forward one (1) day).

11.18 Performance Based Merit Delay
Salary Anniversary Date (SAD) delays for receiving a less than a “meets standard” performance evaluation will be computed as follows: each month beyond the current SAD the employee does not have at least a “meets standards” performance evaluation will permanently reduce an employee’s SAD by one (1) month (i.e. move the SAD forward one (1) month).

11.19 Advanced Index Rate Hires (external recruitment only)
When it is necessary to attract the best qualified applicants to a critical position or when an applicant's prior experience justifies, the Department Head is authorized to hire a new employee at an Index Rate equivalent to the third (3rd) step (Index Rate 1.10). At the request of the Department Head, the Board of Supervisors may approve the appointment of a new employee at an Index Rate equivalent to the seventh (7th) step (Index Rate 1.30).

11.20 Longevity Increase
Upon an employee’s fifteenth (15th) anniversary of employment with the County, as computed through the SAD process above, the employee will receive a longevity step increase to 1.35% of base salary.
Article 12 OTHER PROVISIONS

The sections in this article include negotiated language that may be different than existing language in a related Article included in the Yuba County Merit Resolution (Resolution 2002-21, rev. 05/05/2005), Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba (Resolution 2005-113, rev. 2006-59 05/16/06), and/or County Policy. The Merit Resolution, Rules Governing, and/or County Policy as referenced above, include additional rules or policies that shall be considered when applying the language included in the sections of this Article.

12.1 Layoff

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

Seniority Defined: For each regular employee seniority will be measured from such employee’s initial appointment to permanent County service. Seniority shall not be calculated nor included for any period during which the employee did not receive compensation, or for any time the employee was off work as result of a disciplinary action which was appealable and either not appealed or was sustained or modified upon appeal. For any employee who is re-employed after permanent separation, seniority shall be measured from the date of his/her most recent appointment.

12.2 Probationary Periods

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

12.3 Voluntary Time off (VTO) / Voluntary Work Furlough

The parties agree to continue to provide the ability of DDAA members’ to participate in the Voluntary Time Off Program as per Article 27 of the Rules Governing Coverage and Compensation, Benefits and Working Conditions of the Employees of the County of Yuba. Participation will be under the same conditions as outlined in the prior contract and pursuant to the County’s Voluntary Work Furlough Policy Number PRM-1.07, through the successor contract and until its successor negotiations are completed.

Article 13 MISCELLANEOUS

During the term of this Agreement, neither the Association nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the County. During the term of this Agreement, neither the County nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement. The Association agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating this section to return to work.

The County may discharge or discipline any employee who violates this section and any employee who fails to carry out his responsibilities under this section. Nothing contained herein
shall preclude the County from obtaining judicial restraint and damages for violation of this Article.

All economic benefits and work practices which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

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

If there should be a conflict between language in County of Yuba Resolution 2002-21, 2005-113, or subsequently adopted revisions, and this MOU, this MOU shall prevail. It is our sincere hope that this contract will provide the incentives for our highly trained and dedicated Human Resources to continue to serve the citizens of Yuba County for years to come. Therefore, County representatives, and the designated representatives of the Yuba County Deputy District Attorney’s Association, acting on behalf of its members, hereby confirm understanding on the above matters. This Agreement shall become effective immediately when adopted into law by the Board of Supervisors and ratification by the Yuba County Deputy District Attorney’s Association membership and shall remain in full force and effect to and including June 30, 2017.

Signed and agreed upon on ______________________ by the following parties:

DATE

COUNTY OF YUBA

Roger Abe
Chairman of the Board

Jill Abel
Human Resources Director

YUBA COUNTY DEPUTY DISTRICT ATTORNEY’S ASSOCIATION

Michael Byrne
DDAA President

Bob Jarvis
Labor Consultant & DDAA Representative

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES
COUNTY COUNSEL

Michele Cook
DDAA Secretary
MEMORANDUM

To: Board of Supervisors

From: James L. Arnold, Chief
       Yuba County Probation Department

Date: March 22, 2016

Subject: Adopt a Resolution authorizing the Yuba County Probation Department to apply for, and enter into agreements with California Office of Emergency Services, Sierra Health Foundation, Board of State and Community Corrections and First 5 Yuba for grants relating to the delivery of Probation Department’s, Victim and Program Services and authorize the County Probation Officer to execute documents as required, to authorize acceptance and transfer of funds, as well as any and all extensions and amendments.

Recommendation:

That the County Board of Supervisors approve a resolution authorizing the Yuba County Probation Department to apply for, and enter into agreements with California Office of Emergency Services (Cal OES), Board of State and Community Corrections (BSCC), Sierra Health Foundation and First 5 Yuba for grants relating to the delivery of the Probation Department’s, Victim and Program Services and authorize the County Probation Officer to execute documents as required, to authorize acceptance and transfer of funds, as well as any and all extensions and amendments.
The Yuba County Probation Department has successfully applied for, administered and executed all grant related documentation, programs and monies for the past nine years through Cal OES grant programs. The County Probation Department’s, Victim and Program Services relies on approximately $450,000 in Cal OES grant funding to sustain the Victim Services Unit at the current staffing levels and programming. With the grant funds the County Probation Department will be able to maintain current services, maintain current staffing levels and potentially enhance the programs being offered to victims of violent crimes. The Department has successfully applied for and received funds through First 5 Yuba and intends to do so again to expand the Parent Child Interactive Therapy Center and Modify the Forensic Interview room to serve 0-5 children. Additionally, the program currently has a grant through the State BSCC to offer services to truant children at two local school with a high truancy rate. These programs serve to further the department’s values and beliefs and support the departmental mission.

**Discussion:**

The funds will enable the Probation Department’s, Victim and Program Services unit, within the County Probation Department, to continue to provide the same high level of comprehensive services to crime victims, the court, local law enforcement and the County Probation Department Clients.

**Fiscal Impact:**

No General Fund expenditures are included in this request. Funds will be allocated from Cal OES, Sierra Health Foundation, BSCC and First 5 Yuba if the grant application process is successful and will allow the County Probation Department to continue to operate a statewide model program for Crime Victims within Yuba County without impacting the general fund. Additionally, if the department is successful in any attempt for a competitive grant there could be potential general fund savings amounting to $100,000- $200,000 during the fiscal year.

**Committee Action:**

This matter was not heard by the Law and Justice Committee as no general fund dollars are being requested or expended.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION AUTHORIZING THE YUBA COUNTY PROBATION DEPARTMENT TO APPLY FOR AND ENTER INTO AGREEMENTS WITH THE CALIFORNIA OFFICE OF EMERGENCY SERVICES, SIERRA HEALTH FOUNDATION, BOARD OF STATE AND COMMUNITY CORRECTIONS AND FIRST FIVE YUBA FOR GRANTS RELATING TO THE DELIVERY OF VICTIM AND PROGRAM SERVICES.

RESOLUTION NO.: __________

WHEREAS, the County of Yuba, Probation Department desires to continue to undertake multiple projects administered through the California Office of Emergency Services (hereinafter referred to as Cal OES) and First Five Yuba (hereinafter referred to as First 5), Board of State and Community Corrections (hereinafter referred to as BSCC), Sierra Health Foundation funded through the Cal OES, BSCC, Sierra Health Foundation and First 5 programs; and

WHEREAS, the County Probation Department has successfully applied for, received and administered Cal OES, BSCC and First 5 funds throughout the past 10 years and plans to apply for, execute and successfully administer funds again through these administering agencies; and

WHEREAS, the County Probation Department has successfully met all the administrative, fiscal and programmatic reporting requirements of all CAL OES, BSCC and First 5 grants received for the past 10 years; and

WHEREAS, the County Probation Department relies on these grant funds to meet the current staffing needs of the Victim and Program Services Unit to minimize the general fund impact providing these services could have.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes the following:
1. The Chief Probation Officer to submit multiple applications for funding to Cal OES, BSCC, Sierra Health Foundation and First 5 to develop programs consistent with the mission of the County Probation Department;

2. That the Yuba County Probation Department is hereby named as the Implementing Agency, if grant is awarded;

3. That the Chief Probation Officer is hereby appointed to receive, administer and modify any and all Cal OES, BSCC, Sierra Health Foundation and First 5 funded grants;

4. That the Chief Probation Officer is hereby designated as the Project Director and pursuant to such designation, the Chief Probation Officer, or his designee is authorized to execute any and all documents, which includes but is not limited to the grant application and grant agreements including extensions and amendments thereof, that may arise from this application, any certificate of assurances, provided that the necessary prior review and approval of County Counsel are attained; and

5. The Chief Probation Officer is hereby authorized to accept the funds if a grant is awarded and to administer on behalf of the Board of Supervisors any funds awarded from any, and all Cal OES, BSCC, Sierra Health Foundation and First 5 grant award applications authorized herein;

6. That the County Administrative Officer is authorized to sign on behalf of the board any and all documents relating to the County Probation Departments application for, receipt of and execution therein of any and all Cal OES, BSCC, Sierra Health Foundation and First 5 grants, including, but not limited to any certificate of assurances and statements of program delivery in the Yuba County Enterprise Zone; and

7. The County Probation Department shall not utilize any federal funds to supplant expenditures controlled by either Cal OES, BSCC, Sierra Health Foundation or First 5; and

8. The County Probation Department agrees to provide all matching funds required by any Cal OES, BSCC, Sierra Health Foundation or First 5 grant for the specified project and agrees to abide by the statutes and regulations governing any federal and/or state grant program as well as the terms and conditions as set forth in the grant agreement.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Yuba hereby agrees that any liability arising out of the performance of any Cal OES, BSCC, Sierra Health Foundation or First 5 grant administered through the County Probation Department, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency.
BE IT FURTHER RESOLVED, that the Board of Supervisors hereby agrees that the grant funds received hereunder shall not be used to supplant expenditures by this body, nor be subject to local hiring and/or position allocation and/or reclassification freezes and authorizes the addition of position allocation to the department as programmatic need/funding allow.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on _________________ by the following votes:

AYES:

NOES:

ABSENT:

______________________________
Roger Abe, Board Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By:______________________________

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

By:
MARCH 22, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER

RE: DRUG ENFORCEMENT AGREEMENT WITH U.S. DEPARTMENT OF JUSTICE

RECOMMENDATION:
Approve the Agreement between the Sheriff’s Department and U.S. Department of Justice, Drug Enforcement Administration to provide law enforcement services relating to the eradication and suppression of illicit marijuana.

BACKGROUND:
This is an annual agreement, which has been in effect for many years and requires Board of Supervisor’s approval to provide law enforcement services for the eradication of illicit cannabis plants and in the investigation and prosecution of these cases. The agreement covers the period of January 1, 2016 through September 30, 2016, and provides funding in the amount of $50,000.

DISCUSSION:
This is the continuation of an agreement that is a benefit to both the Sheriff’s Department and the Drug Enforcement Administration. The agreement will provide a total of $50,000 in additional law enforcement revenue. The Sheriff will provide law enforcement personnel in accordance with the attached agreement.

FISCAL IMPACT:
No additional cost to the Sheriff’s Department or General Fund. Revenues from the Department of Justice will cover the necessary costs relating to the eradication and suppression of illicit marijuana.

COMMITTEE:
Due to the routine nature of this request, this item was placed directly on the Board of Supervisor’s agenda.
Agreement Number 2016-59

This Letter of Agreement (LOA) is entered into between the YUBA COUNTY SHERIFF’S DEPARTMENT, hereinafter referred to as (THE AGENCY), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the State of California. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the State of California. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and THE AGENCY is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. THE AGENCY will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:

   a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
   b. Investigate and report instances involving the trafficking in controlled substances.
   c. Provide law enforcement personnel for the eradication of illicit cannabis located within the State of California.
   d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
   e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
   f. MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor (DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.
   g. Submit to DEA quarterly expenditure reports.
2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one shall be accomplished with existing personnel, and that the scope of THE AGENCY’s program with respect to those activities by such personnel shall be solely at THE AGENCY’s discretion, subject to appropriate limitations contained in the budget adopted by THE AGENCY, except that THE AGENCY understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

3. DEA will pay to THE AGENCY Federal funds in the amount of FIFTY THOUSAND DOLLARS ($50,000.00) for the period of JANUARY 1, 2016, to SEPTEMBER 30, 2016, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. THE AGENCY understands and agrees that Federal funds provided to THE AGENCY under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally funding and expenditures are not permitted for the eradication of “Ditch Weed”. THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to THE AGENCY under this Agreement for activities on Federal land, THE AGENCY agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of THE AGENCY’s presence on Federal land.

4. The Federal funds provided to THE AGENCY are primarily intended for payment of deputies’/officers’ overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process. (per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate “shall not include any cost for benefits, such as retirement, FICA, or other expenses”, which is
specifically prohibited by DOJ) and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. Under Section 524 (c) (1) (I)1 of title 28, United States Code, states that the Assets Forfeiture Fund may be used for payment of overtime salaries, travel, fuel, training, equipment, and other similar costs of State or local law enforcement officers that are incurred in a joint law enforcement operation with a Federal law enforcement agency participating in the Fund;

[Agency Initial ________]

All purchases of equipment, supplies and other resources must be requested in writing, through the respective DEA Division, to the Investigative Support Section (OMS). Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. OMS will notify the state/local agency whether or not the purchase has been approved. [Agency Initial ________]. Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they are not automatically approved for purchase. All requests for purchases must be received in HQ/OMS by July 15th. Exemptions to any of these requirements must have prior HQ/OMS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with THE AGENCY or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, THE AGENCY agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless THE AGENCY:

(a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
(b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the
Letter of Agreement No. 2016-59

(c) total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of $500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than “equipment” as defined by 28 C.F.R. § 66.32/66.33), and there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, THE AGENCY shall compensate DEA for DEA’s share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. THE AGENCY agrees that any unused supplies not exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit) for the use of THE AGENCY’s personnel engaged in illicit cannabis eradication under this Agreement, THE AGENCY will use, manage, and dispose of the equipment in accordance with 28 C.F.R. § 66.32/66.33, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the
manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to THE AGENCY will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by THE AGENCY of a Request for Advance or Reimbursement (SF-270) and receipt of same by DEA. However, no funds will be paid by DEA to THE AGENCY under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to THE AGENCY during the previous year Agreement. The final/closeout expenditure report will be documented on a Financial Status Report (SF-425) and July thru September (FINAL) Accounting Form.

9. It is understood and agreed by THE AGENCY that, in return for DEA’s payment to THE AGENCY for Federal funds, THE AGENCY will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements With State and Local Governments), OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 CFR 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) specifically apply. (Note: The LOA is reimbursable agreement, not a grant; therefore for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 CFR 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted and submitted accordingly to the Federal Audit Clearinghouse database, without a CFDA number. The auditor must enter the audit information in the Federal Audit Clearinghouse database. In conjunction with the beginning date of the award, the audit report period of THE AGENCY under the single audit requirement is 01/01/2016 through 09/30/2016.

10. THE AGENCY acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. THE AGENCY understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting THE AGENCY to payment by reimbursement on a cash basis. THE AGENCY further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring
compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting THE AGENCY to payment by reimbursement on a cash basis.

11. THE AGENCY shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. THE AGENCY shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. THE AGENCY shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, THE AGENCY will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. THE AGENCY agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Request for Advance or Reimbursement (SF-270); Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). THE AGENCY acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of THE AGENCY shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between THE AGENCY and DEA.

15. THE AGENCY shall be responsible for the acts or omissions of THE AGENCY's personnel. THE AGENCY and THE AGENCY's employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the State of California resulting from the DCE/SP funded by DEA.

16. THE AGENCY shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
17. Within ten (10) days after termination of the Agreement, THE AGENCY will prepare an July thru September (FINAL) Accounting Form and a Financial Status Report SF-425, itemizing the breakdown of final expenditures. The July thru September (FINAL) Accounting Form and the SF-425, along with a refund check, payable to DEA funds not obligated or expended funds which were advanced by DEA pursuant to this Agreement, will be returned to the DEA Regional Contractor by October 14th.

18. Upon submission of the July thru September (FINAL) Accounting Form and Financial Status Report SF-425 to your regional contractor for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of $2,500, that was previously approved by OMS, and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.

19. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by THE AGENCY within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by THE AGENCY during the terms of this Agreement. In no event shall THE AGENCY incur any new obligations during the period of notice of termination. THE AGENCY shall return to DEA all unexpended funds forthwith after the sixty (60) day liquidation period. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

20. THE AGENCY must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. First, THE AGENCY must have a Data Universal Numbering System (DUNS) number. [A “+4 extension” to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (http://fedgov.dnb.com/webform) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). Second, THE AGENCY must then register with SAM via the internet SAM www.sam.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

Note: It is THE AGENCY’s responsibility to update their SAM registration annually or whenever a change occurs.

THE AGENCY’s current DUNS No. is 12-1526953.

THE AGENCY’s opportunity to enter into this Agreement with DEA and to receive the Federal funds expires sixty days from date of issuance. Agreement issued on 03-01-2016.
Letter of Agreement No. 2016-59

THE YUBA COUNTY SHERIFF'S DEPARTMENT

Printed Name: Steven L. Durfor
Signature: [Signature]
Title: Sheriff-Coroner

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

DRUG ENFORCEMENT ADMINISTRATION

Printed Name: ________________________________
Signature: ________________________________ (Blue Ink Only)
Special Agent in Charge – San Francisco Field Division Date: _____________

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2016/S1R/OM/8210000/DOM-G2/011B/DCE/OPS: ________________________________

UFMS Input Date: ________________ DNC No. ________________________________

DNO No. ________________________________ DDP No. ________________________________

Printed Name: ________________________________ Signature: ________________________________

Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.
To the Yuba County Board of Supervisors:

Dear Supervisors:

We would like to request to speak at the Board of Supervisors meeting on Tuesday March 22, 2016. The purpose of this request is to update the board on the progress and projects of the newly formed Yuba County Historic Resource Commission.

This is an informational report and no action is requested on behave of the board.

We look forward to sharing our actives, projects and future plans with you then.

Respectfully, Sue Cejner-Moyers, Chair

Yuba County Historic Resource Commission
Memorandum

To: Board of Supervisors

From: Jim Arnold, Chief
Yuba County Probation Department

Subject: Resolution Declaring April 10 – April 16, 2016 Crime Victims' Rights Week in Yuba County

Date: March 22, 2016

Recommendation: Adopt resolution declaring April 10 – April 16, 2016 Crime Victims' Rights Week and allow the Probation Department’s Victim Services unit to honor local law enforcement, District Attorney staff and community members for outstanding service to crime victims of Yuba County. Commemorate 31 years of Victim Services in Yuba County through the Probation Department and reaffirm the Board’s recommendation for Probation to operate Victim Services.

Background: The Yuba County Board of Supervisors has generously and consistently only supported the Yuba County Probation Departments, Victim and Program Services unit through its recognition of Crime Victims' Rights Week in Yuba County. The Board has also helped the Yuba County Probation, Victim and Program Services unit honor local law Enforcement, District Attorney Staff and community members for exemplary service to the crime victims of Yuba County each year.

Discussion: The Yuba County Probation Department’s Victim and Program Services have been instrumental in helping the crime victims of this County and surrounding
counties. This request is for the County to observe and acknowledge the rights of crime victims. The request also includes a brief 20 minute presentation to honor members of local law enforcement and community members who have throughout the past year provided exceptional service to crime victims in Yuba County.

**Committee Action:** No Committee action is required.

**Fiscal Impact:** There is no fiscal impact to the County General Fund.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION PROCLAIMING APRIL 10-16TH, 2016 NATIONAL CRIME VICTIMS' RIGHTS WEEK IN CELEBRATION OF SERVICE TO VICTIMS OF CRIME AND REAFFIRM THE BOARD’S RECOMMENDATION FOR PROBATION TO OPERATE VICTIM SERVICES.

RESOLUTION NO.: __________

WHEREAS, "National Crime Victims’ Rights Week" was declared in 1984 to focus on the needs of our Nation's crime victims; and

WHEREAS, this commemoration of National Crime Victims’ Rights Week provides a national opportunity to reflect on the devastating impact of crime on victims not only locally, but on our entire Nation, and to strengthen our national resolve to ensure that needs of victims are identified and addressed; and

WHEREAS, The national theme for Crime Victims Rights Week is “Encouraging Communities: Empowering Victims,” and the Yuba County Probation Department, Victim and Program Services has adopted this as the county motto this year; and

WHEREAS, we as individuals and a community, recognize that justice isn’t served until crime victims are afforded justice through the courts and the constitutional rights they are afforded in California are fully realized and this department strives to inform and enforce all rights; and,

WHEREAS, as we continue into the 21st century we are committed to creating a world where the legal and constitutional rights of victims are honored and that public agencies are accountable for their treatment of victims of crime; and
WHEREAS, the Yuba County Probation Department's, Victim and Program Services is now entering its 31st year of service to victims of crime in the Yuba County area and celebrating the 25th annual candlelight vigil; and

WHEREAS, Yuba County would like to honor all victims of crime by remembering those lost to senseless acts of violence and remember that every victim is a survivor who deserves the opportunity to be treated with dignity, fairness and respect. This Department strives to ensure that all crime victims are afforded and understand their constitutional rights through Marcy's Law; and

WHEREAS, The Board of Supervisors recognizes it's foresight and resolve to locate the County Victim Witness Program in the County Probation Department with the overarching goal of providing, prevention, intervention and treatment for crime victims in Yuba County; and

WHEREAS, Yuba County Probation Department Victim and Program Services is joining forces with law enforcement agencies, criminal justice officials, and concerned citizens throughout Yuba County, California and all of the United States of America to observe National Crime Victims' Rights Week; and

THEREFORE BE IT RESOLVED, that Yuba County proclaims the week of April 10th through April 16th, 2016, to be Yuba County, Crime Victims' Rights Week, and honors crime victims and those who serve them during this week and throughout the year; and
BE IT FURTHER RESOLVED, that as individuals, communities and a Nation, we value justice in America that includes and involves crime victims, and seek to serve justice by serving victims of crime;

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on __________________ by the following votes:

AYES:

NOES:

ABSENT:

______________________________
Roger Abe, Chairman

ATTEST: DONNA STOTTELMEYER
CLERK OF THE BOARD OF SUPERVISORS

______________________________

APPROVED AS TO FORM: COUNTY COUNSEL
THIS PAGE INTENTIONALLY LEFT BLANK
TO: Board of Supervisors  
FROM: Robert Bendorf, County Administrator  
RE: Appointment of Chief Building Official  
DATE: Mar 22, 2016

RECOMMENDATION

It is recommended that the Board of Supervisors receive the appointment of Kevin Mallen as the Chief Building Official consistent with Section 10.05.300 of the Yuba County Ordinance Code.

BACKGROUND

The Building Department serves as a division of the Community Development and Services Agency (CDSA). In February 2016, our long serving Chief Building Official retired from county service. Consistent with retirements in management level and / or single allocation positions, Human Resources was requested to review the class specification. In addition, several discussions were held between the County Administrator and Mr. Mallen, CDSA Director, to review the management structure of the Building Department and its further integration in his agency.

DISCUSSION

Per Yuba County Ordinance Code section 10.05.300, the Chief Building Official is appointed by the County Administrator.

Based on discussions with Mr. Mallen and his agency organization recommendations, I am appointing him the responsibilities of the position of Chief Building Official effective March 1, 2016. Mr. Mallen will be absorbing the Building Official responsibilities as well as his role as the Agency’s Director.

Tim Young, Assistant Public Works Director, has been assigned by Mr. Mallen to provide management of the Building Department’s operations and will be working closely with Mr. Mallen to develop the long term organizational structure for the Building Department functions. This reassignment is
estimated to be approximately half of Mr. Young's time. In addition, this is also being done as a cost savings measure due to the massive funding shortfalls in the Public Works department.

The classification for Chief Building Official has been updated and is consistent with several comparable counties with respect to the qualifications.

**FISCAL IMPACT**

There is no negative fiscal impact associated with the recommendation presented. There is anticipated to be annual cost savings for the Building Department and Public Works.
10.05.300. - Enforcement agency.

The Yuba County Building Department ("Building Department"), as part of the Community Development and Services Agency, is hereby charged with and shall enforce the provisions of this Code. The official in charge of the Building Department shall be known as the Chief Building Official.

(Ord. No. 1527)

10.05.310. - Appointment.

The Chief Building Official ("Building Official") shall be appointed by the County Administrator of the jurisdiction.

(Ord. No. 1527)
Date: March 22, 2016

To: Yuba County Board of Supervisors
From: John Vacek, Chief Deputy County Counsel
Re: Repeal of Ordinance No. 1551

On March 8, 2016 the Yuba County Board of Supervisors, in response to a referendum petition filed by the citizen’s group Stop Magnolia Ranch, rescinded its actions approving the specific plan for the development known as Magnolia Ranch. That specific plan was approved in Resolution No. 2015-126, passed by the Board on November 19, 2015. Concurrent with that resolution the Board also passed Ordinance No. 1551, which approved a Development Agreement with the developer, CEM Investments, and zoning changes for the parcels within the proposed development. As indicated, the Board’s action of March 8, 2016 rescinded the approval of the specific plan, but Ordinance No. 1551 remains in place. The effectiveness of the Development Plan and the zoning changes are however, under the terms of Ordinance No. 1551, dependent on the effectiveness of Resolution No. 2015-126. That resolution having been rescinded, this proposal is for the repeal of Ordinance No. 1551. The effect of the repeal is that the Development Agreement will be rescinded, releasing the developer (and the County) from the Agreement. The repeal will also cause the zoning of the affected parcels to revert to the zoning designation prior to the passage of Ordinance No. 1551 (AI, Agricultural Industrial).
ORDINANCE NO. ______

AN ORDINANCE REPEALING ORDINANCE NO. 1551
WHICH THEREBY TERMINATES THE DEVELOPMENT AGREEMENT
BY AND BETWEEN THE COUNTY OF YUBA AND
CEM INVESTMENTS RELATIVE TO THE DEVELOPMENT KNOWN AS
MAGNOLIA RANCH AND BY WHICH THE ZONING OF THE AFFECTED
PROPERTY REVERTS TO ITS ZONING PRIOR TO THE PASSAGE OF ORDINANCE
NO. 1551

The following ordinance consisting of three (3) sections, was duly and regularly passed
and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular
meeting of the Board of Supervisors held on the ____ day of ________________, 2016, by the
following vote:

AYES:

NOES:

ABSENT:

______________________________
ROGER ABE
Chair of the Board of Supervisors
County of Yuba, State of California

ATTEST: DONNA STOTTERMeyer
CLERK OF THE BOARD OF
SUPERVISORS

By: ____________________________

APPROVED AS TO FORM
ANGIL MORRIS-JONES,
COUNTY COUNSEL

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

Section 1. This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published, with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Ordinance No. 1551 is hereby repealed in its entirety, which thereby results in the termination of The Development Agreement By and Between The County of Yuba and CEM Investments Relative To The Development Known As Magnolia Ranch, and the zoning of the area of the Magnolia Ranch development project reverting to its zoning designation prior to the passage of Ordinance No. 1551. The properties affected by this action are identified as Yuba County Tax Assessor Parcels: APN 015-070-009, APN 015-070-051, APN 015-070-072, APN 015-070-078, APN 015-070-079, and APN 015-070-080.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

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From: Lynch, Jim <Jim.lynch@hdrinc.com>
Sent: Saturday, March 12, 2016 9:44 AM
Subject: Camp Far West Relicensing: Availability of NOI, PAD and Request to Use the TLP
Attachments: 00_2016 03 14_Notice of Intent.pdf; 00_2016 03 14_TLP Request.pdf

- CAMP FAR WEST HYDROELECTRIC PROJECT RELICENSING -

South Sutter Water District Files with FERC a Notice of Intent to File an Application for a New License, a Pre-Application Document, and a Request to use FERC's Traditional Licensing Process

South Sutter Water District (SSWD) owns and holds the existing license from the Federal Energy Regulatory Commission (FERC) for the Camp Far West Hydroelectric Project, FERC Project No. 2997 (Project). The multi-purpose Project is located in Nevada, Yuba and Placer counties, California, on the main stem of the Bear River. The principal Project facilities include the 170-ft high Camp Far West Dam, the 93,740 acre-foot Camp Far West Reservoir, the 6.8 megawatt Camp Far West Powerhouse at the base of the Camp Far West Dam, and two recreation areas on Camp Far West Reservoir. The existing FERC Project Boundary includes approximately 2,915 ac of land, 95 percent of which is owned by SSWD and the remaining 5 percent is owned by private parties. The existing FERC license for the Project expires July 1, 2021.

On March 14, 2016, SSWD filed with FERC a Notice of Intent to File an Application for a New License (NOI), a Pre-Application Document (PAD), and a request to use FERC’s traditional licensing process (TLP). The NOI states SSWD’s intent to file an application for a new license by June 30, 2019, and briefly lists information about the Project, SSWD, and Native American Tribes and political subdivisions that may be affected by or are located in the vicinity of the Project. The PAD is a compilation of existing information about the Project and its environment, and includes SSWD’s preliminarily proposed data gathering efforts (i.e., detailed studies) related to the relicensing. The TLP request letter seeks FERC’s approval for SSWD to follow the TLP to relicense the Project and provides SSWD rationale to support the request.

Prior to filing the NOI, PAD and TLP request letter, SSWD published a notice of the availability of the documents in The Union, the Lincoln News Messenger, and the Appeal-Democrat.

The NOI and TLP request letter are attached to this e-mail; the PAD is not attached due its large size. Interested parties are advised that the PAD, as well as the NOI and TLP request letter, may be inspected, reviewed and reproduced from: 1) FERC’s E-Library, once FERC posts the documents to ELibrary; 2) from SSWD’s Camp Far West Hydroelectric Project Relicensing Website at www.sswdrelicensing.com; 3) at the Nevada County Public Library in Grass Valley, at the Yuba County Public Library in Marysville, and at the Placer County Public Library in Auburn; and 4) at SSWD’s office at 2464 Pacific Avenue in Trowbridge. In addition, copies of the NOI, PAD and TLP request letter may be obtained upon request by calling SSWD at (530) 656-2242.

Parties interested in providing comments on SSWD’s request to use the TLP should file those comments with FERC within 30 days of March 14, 2016, and the comment should reference FERC Project No. 2997.

SSWD anticipates that FERC will issue a Notice of Commencement of Proceeding and respond to SSWD’s request to use the TLP within 60 days of March 14, 2016.

If you have any questions regarding the NOI, PAD or TLP request letter, please contact me or Jim Lynch.

Brad Arnold
South Sutter Water District
General Manager/Secretary
(530) 656-2242

This e-mail sent on behalf of the above party by:
James Lynch
Senior Vice President, Hydropower Services

HDR
2379 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833
D 916.679.8740 M 916.802.6247
James.Lynch@hdrinc.com
GREETINGS FROM ADC!

We are happy to share our 2015 Annual Report/2106 Strategic Plan. It has been another great year at ADC thanks to your support and involvement. As we look to the year ahead, we are excited about new opportunities to enhance our service and your role. Thank you for your support and we look forward to seeing you in Washington, D.C., for the National Summit, June 20-22.

Sincerely-

Tim Ford, CEO
NOTICE OF PROPOSAL FOR A 90 DAY EXTENSION OF EMERGENCY ACTION
Measures for Fisheries at Risk Due to Drought Conditions
Reference OAL File #2015-0626-01E, and
OAL File #2015-0626-01EE

Pursuant to the requirements of Government Code subsections 11346.1(a)(2) and 11346.1(h), the Fish and Game Commission (Commission) is providing notice of proposed extension of existing emergency regulations, establishing measures for fisheries at risk due to drought conditions.

The objective of this re-adoption is to protect fisheries under critical conditions stemming from various conditions by establishing a set of triggers to guide fishing closures and reopening actions. Closures occur when specific triggering events occur, including water temperatures exceeding 70°F for over eight hours a day for three consecutive days. Other triggers include oxygen levels, water level, and breeding population. The Commission authorized staff to publish notice of intent to permanently implement Section 8.01, Title 14, CCR, at its December 10, 2015, meeting in San Diego, CA. Consideration for adoption of the regular rulemaking is scheduled for the April 14, 2016, Commission meeting in Santa Rosa.

There were no changes made to the previously noticed 90 day extension of emergency action.

SUBMISSION OF COMMENTS

Government Code Section 11346.1(a)(2) requires that, at least five working days prior to submission of the proposed emergency action to the Office of Administrative Law (OAL), the adopting agency provide a Notice of the Proposed Emergency Action to every person who has filed a request for notice of regulatory action with the agency. After submission of the proposed emergency to OAL, OAL shall allow interested persons five calendar days to submit comments on the proposed emergency regulations as set forth in Government Code Section 11349.6.

Any interested person may present statements, arguments or contentions, in writing, submitted via U.S. mail, e-mail or fax, relevant to the proposed emergency regulatory action. Written
comments submitted via U.S. mail, e-mail or fax must be received at OAL
the Commission submits the emergency regulations to OAL for review.

Please reference submitted comments as regarding "Fisheries at Risk" addressed to:

Mailing Address: Reference Attorney
Office of Administrative Law
300 Capitol Mall, Suite 1250
Sacramento, CA 95814

California State
Fish and Game Commission
Attn: Jon Snellstrom
1416 Ninth Street, Rm. 1320
Sacramento, CA 95814

E-mail Address: staff@oal.ca.gov

fgc@fgc.ca.gov

Fax No.: 916-323-6826

For the status of the Commission's submittal to OAL for review, and the end of the five-day
written submittal period, please consult OAL's website at http://www.oal.ca.gov under the heading
"Emergency Regulations."

[Signature]

Jon D. Snellstrom
Associate Governmental Program Analyst
Administrative Services Memorandum

To: Public Facilities Committee
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: March 22, 2016
Re: Permission to look for potential Office Space for Victim Services

Recommendation

Provide staff direction regarding a search for potential locations to relocate the County’s Victim Services division of the Probation Department.

Background

Administrative Services has been approached by the Probation Department to support their search to identify potential options to possibly relocate their Victim Services Division. Their current location on Dan Avenue offers some challenges in supporting their clients being located so far away from the Courts and from the rest of their department.

Discussion

Administrative Services seeks the Boards advice and direction to begin the process to see what’s available in the local marketplace. Once potential properties are identified for either lease or sale the options will be brought back to your Board for further review and direction. At that time we will also come back to your Board with some options for the County as to how best to repurpose the Dan Avenue facility.

Fiscal Impact

There is no fiscal impact at this time.

Yuba County Administrative Services 749-7880