JULY 19, 2016

ADDENDUM TO AGENDA - ADD TO COUNTY DEPARTMENTS ITEM B. Administrative Services

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 Griego

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. Clerk of the Board of Supervisors
   1. (298-0716) Approve meeting minutes of July 7, 2016.

B. Community Development and Services
   1. (299-0716) Adopt resolution authorizing Public Works Director to execute all necessary documents to complete purchase/escrow of APN's 019-270-047, 048, 049 for Goldfields Parkway project, upon review and approval by County Counsel.
   2. (300-0716) Approve Change Orders No. 1 and No. 2 to Contract No. 2015-8058 Olivehurst Avenue Complete Streets project and authorize Public Works Director to execute change order for payment.
   3. (301-0716) Adopt resolution authorizing Public Works Director to sign Master Agreement and Program Supplements to Administering Agency State Agreement for Federal Aid Projects.

C. Community Services Commission
   1. (302-0716) Adopt resolution authorizing submitting California Community Services and Development Community Services Block Grant Agreement No. 16F-5558, execution of subsequent agreement and authorizing Executive Director to execute required fiscal and programmatic reports, and administration of grant contract.
   2. (303-0716) Approve and ratify the appointment of Don Schrader (private sector representative) to the Yuba County Community Services Commission.

D. County Administrator
   1. (304-0716) Adopt resolution authorizing the acceptance of Yuba County Community Services Commission grant in the amount of $41,192.61 in support of 14Forward project and authorize Chair of the Board of Supervisors and Director of Health and Human Services to execute contracts and amendments upon approval of County Counsel.

E. Emergency Services
1. (305-0716) Adopt resolution proclaiming the existence of ongoing local drought emergency in Yuba County pursuant to Government Code 8630.

F. Sutter-Yuba Behavioral Health


G. Health and Human Services

1. (306-0716) Ratify donation acceptance of up to 10 car and/or booster seats from California Department of Public Health Vehicle Occupant Safety Program 2016.

2. (307-0716) Approve first amendment to agreement with Thurmond Consulting, LLC for increase in funding in the amount $20,000 and authorize Chair to execute.

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

V. COUNTY DEPARTMENTS

A. Community Development and Services

1. (309-0716) Adopt resolution confirming report of delinquent solid waste collection accounts and order assessment to be placed on property tax roll related to Recology Yuba Sutter. (Ten minute estimate)

B. Administrative Services

1. (313-0716) Approve letter requesting City of Marysville to vacate easement that connects J Street to the 14th Street intersection and authorize Chair to execute. (Ten minute estimate)

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

A. (310-0716) Notice from California Fish and Game proposed regulatory action relative to commercial hagfish traps.

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

VIII. CLOSED SESSION

A. Personnel pursuant to Government Code 54957.6(a) - Labor Negotiations DSA/County of Yuba

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

IX. ADJOURN

Finance and Administration Committee - Supervisors Abe and Fletcher, Alternate Supervisor Vasquez

1. (311-0716) Consider Agricultural Department Incentive Program Policy and amendment to the YCEA Master Labor Agreement - Human Resources/Agricultural Commissioner (Ten minute estimate)

Land Use and Public Works Committee - Supervisors Griego and Abe, Alternate Supervisor Nicoletti -
A. **(312-0716) Consider resolution requiring Property Assessed Clean Energy providers to abide by Residential Consumer Protection policies - Community Development and Services (Ten minute estimate)**

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

JULY 7, 2016

The Honorable Board of Supervisors of the County of Yuba met on the above date in emergency session pursuant to Government Code §54956.5(A)(1), 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 - Supervisor Fletcher absent.

III. County Administrator/Administrative Services

A. (297-0716) Authorize emergency purchase of $55,000 with County CalCard credit card to procure 20 Tuff Shed units for 14Forward project; direct and authorize Auditor to generate emergency check and deliver to Administrative Services on July 7, 2016 to be expedited to US Bank for overnight delivery. (Ten minute estimate) County Administrator Robert Bendorf recapped design and purchase of units from Home Depot, purchasing and CalCard policies, and responded to inquiries.

Auditor-Controller Rich Eberle urged caution regarding amending purchasing policies based on efficiency, recapped necessary controls in place, and responded to inquiries.

MOTION: Move to approve and authorize and direct Auditor and/or Treasurer authority to process wire transfer for payment with US Bank if more efficient
MOVED: Mary Jane Griego SECOND: Andy Vasquez
AYES: Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe
NOES: None ABSENT: Randy Fletcher ABSTAIN: None

IV. ADJOURN: 9:51 a.m.

__________________________
Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

_______________________________
Approved:

07/07/2016

MINUTE BOOK NO. 73 PAGE 84
July 19, 2016

TO:         YUBA COUNTY BOARD OF SUPERVISORS

FROM:       MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ:       ROAD RIGHT OF WAY ACQUISITION FOR GOLDFIELDS PARKWAY, APNs 019-270-047,048,049

RECOMMENDATION:

Adopt the attached resolution authorizing the Public Works Director to complete the purchase of 6 acres (APNs 019-270-047,048,049) for Goldfields Parkway project, including the execution of any necessary documents subject to County Counsel review.

BACKGROUND:

The alignment for Goldfields Parkway was previously adopted by your Board. Public Works became aware of this property actively for sale and it is located along the alignment of the future Goldfields Parkway.

DISCUSSION:

This is a critical parcel on the portion of the Parkway between Hammonton Smartsville Road and N. Beale Road. Upon completion of this acquisition, we will have possession of approximately ½ of the needed parcels for this portion of the Parkway.

COMMITTEE ACTION:

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

FISCAL IMPACT:

Approximately $255,000 from Trust 192 to cover the cost of acquisition, including title/escrow fees, and other miscellaneous costs. An appraisal was performed by an independent appraiser and the purchase price was substantiated.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING PUBLIC
WORKS DIRECTOR TO COMPLETE
PURCHASE OF APNs 019-270-047,048,049
AND EXECUTE ALL DOCUMENTS NEEDED
TO COMPLETE PURCHASE/ESCROW

RESOLUTION NO. __________

WHEREAS, the County became aware that the subject 6 acres, upon which the future Goldfields Parkway will be located, came up for sale; and

WHEREAS, the Board has previously approved the Public Works Director to make, and he has made, a purchase offer for $250,000 to the seller of the property, which has been accepted; and

WHEREAS, purchase costs will be covered by the East Linda Landscaping and Road Improvement fund (Trust 192).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes the Public Works Director to complete the purchase of APNs 019-270-047,048,049, and execute any necessary documents needed to complete the purchase/escrow, subject to County Counsel review.

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:

Roger Abe, Chairman

ATTEST: DONNA STOTTELMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
ANGIL P. MORRIS-JONES, County Counsel
July 19, 2016

TO:       YUBA COUNTY BOARD OF SUPERVISORS
FROM:     MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS
SUBJECT: Approval of Contract Change Orders #1 and #2 for Contract No. 2015-8058
          Olivehurst Avenue Complete Streets Project

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve Contract Change Orders (CCO) No. 1 and 2 for the Olivehurst Avenue Complete Streets project and authorize the Public Works Director to sign the change order for payment.

BACKGROUND:

The project consists of placing and/or replacing drain culverts, placing new curb, gutter, and sidewalk, placing hot mix asphalt, and placing thermoplastic striping along Olivehurst Avenue from Seventh Avenue to McGowan Parkway.

DISCUSSION:

Orders were given to the Contractor in the field to perform necessary additional work to complete the project as detailed in the CCO’s below:

CCO 1: Delete Bid Item 82 (Street Lights 100W).  $ (76,200.00)

CCO 2: Due to water main conflicts the HDPE and RCP pipe had to be changed to C905 pipe.  $ 21,842.90

CCO Total:  ($54,357.10)

The total of contract change orders to date for this project are ($54,357.10).

COMMITTEE ACTION:

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

FISCAL IMPACT:

Federal CMAQ funding will be used for $1,327,950 of the project cost with local funds from Trust 188 County Wide Traffic Impact Fees covering the remainder.
**CONTRACT CHANGE ORDER NO. 1**

**Road/Project**: Olivehurst Ave. Complete Streets Project  
**Sheet**: 1  
**Of**: 1  
**Contract No.**: 2015-8058  
**To**: R & R Horn, Inc.  
**Contractor**

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

**NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment is actually used and no allowance will be made for idle time.

Change requested by: Engineer

| 1. Delete Bid Item 83 (Street Lights 100W). | (Deduct $76,200.00) |

**Total Estimated Cost** (Deduct $76,200.00)

By reason of this order the time of completion will be adjusted as follows: No Adjustment

| Submitted by: | Date: 10-6-15 |
| Resident Engineer |

| Approval Recommended by: | Date: 10-6-15 |
| Director of Public Works |

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date 10-6-15  
Contractor R & R Horn Contractors, Inc.

By: Title Vice President

If the contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

**FEDERAL PARTICIPATION**  
☐ PARTICIPATION  
☐ PARTICIPATING IN PART  
☐ NONE
CONTRACT CHANGE ORDER NO. 2

Road/Project: Olivehurst Ave. Complete Streets Project

Federal No.(s): CML-5916(996)

To: R & R Horn, Inc.

Contractor

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the Engineer.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment is actually used and no allowance will be made for idle time.

Change requested by: Engineer

1. Due to water main conflict HDPE and RCP storm drain pipe was changed to C905 pipe. The cost changes are as follows:

   a) 15-Inch HDPE to 14-Inch C905 – Increase of $36.70 per LF from contract price.
      Total of 563 LF of pipe installed paid per contract price of $55.00 equals $30,965.00
      Total of 563 LF pay per agreed LF amount of $91.70 equals $51,627.10
      Difference of $20,662.10.
      ADD: $20,662.10

   b) 12-Inch RCP to 12-Inch C905 – No price difference. Pay per contract price.
      ADD: $0.00

   c) 15-Inch RCP to 14-Inch C905 – Deduct of $3.30 per LF from contract price.
      Total of 84 LF of pipe installed paid per contract price of $95.00 equals $7,980.00
      Total of 84 LF pay per agreed LF amount of 91.70 equals $7,702.80
      Difference of ($277.20).
      (Deduct: $277.20)

   d) 18-Inch RCP to 18-Inch C905 – Increase of $18.00 per LF from contract price.
      Total of 81 LF of pipe installed paid per contract price of $126.00 equals $10,206.00.
      Total of 81 LF pay per agreed LF amount of 144.00 equals $11,664.00
      Difference of $1,458.00.
      ADD: $1,458.00

   Total Estimated Cost: ADD $21,842.90

By reason of this order the time of completion will be adjusted as follows: Additional Two (2) Working Days.

Submitted by:    [Signature]    Date: 7/6/16
    Resident Engineer

Approval Recommended: [Signature]    Date: 7/6/16

Director of Public Works

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted, Date: 7/6/16    Contractor: R & R Horn Contractors, Inc.

By: [Signature]    Title: Project Manager

If the contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

FEDERAL PARTICIPATION

☐ PARTICIPATION    ☐ PARTICIPATING IN PART    ☐ NONE
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July 19, 2016

TO: BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: ADOPT RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN THE MASTER AGREEMENT AND PROGRAM SUPPLEMENTS TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 03-5916F15

RECOMMENDATION:

Adopt the attached resolution authorizing the Public Works Director to sign the Master Agreement and Program Supplements to Administering Agency-State Agreement for Federal-Aid Projects No. 03-5916F15.

BACKGROUND:

The Master Administering Agency-State Agreement for Federal-Aid Projects is an agreement required between each local agency and the State (Caltrans) in order to receive Federal-aid funds. Yuba County is currently operating under Master Agreement No. 03-5916R, approved by the Board of Supervisors under Resolution 2006-158.

DISCUSSION:

Master Agreement No. 03-5916R has been updated to reflect various changes in regulations and policies. Future Program Supplements to the Master Agreement are a requirement of each particular job in order to request reimbursement from the State.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this item is routine in nature.

FISCAL IMPACT:

None directly, however, this agreement is a requirement for the County to be able to receive Federal-aid funds for transportation projects.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN THE MASTER AGREEMENT AND PROGRAM SUPPLEMENTS TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS

RESOLUTION NO. __________

WHEREAS, Yuba County has entered into a Master Agreement, Administering Agency-State Agreement No. 03-5616 for Federal-aid Projects, approved by the Board of Supervisors under Resolution 1997-061; and

WHEREAS, this Master Agreement (03-5916F15) has been updated to reflect various changes in regulations and policies; and

WHEREAS, the Yuba County Board of Supervisors has in the past entered into an Administering Agency-State Agreement with the California Department of Transportation (Caltrans), for transportation construction projects involving federal funds; and

WHEREAS, Program Supplements require authorizing signatures from County Officials; and

WHEREAS, it would benefit the County to authorize the Director of Public Works to continue to sign Program Supplements under modified Master Agreement No. 03-5916F15.

/////
NOW, THEREFORE, BE IT RESOLVED that the Director of Public Works is authorized to sign Master Agreement 03-5916F15 and future Program Supplements thereto.

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:

Roger Abe, Chairman

ATTEST: DONNA STOTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

2 of 2
This AGREEMENT, is entered into effective this _______ day of ________, 20___, by and between Yuba County, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and

2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and

3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:
ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any part of a PROJECT until a project-specific "Authorization/Agreement Summary", herein referred to as an "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).

2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).

3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.

4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.

6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).
8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.
15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.
ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for the award of a contract, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.
6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Réstrictive Covenants (ADRC) as a separate document including the covenants included within Exhibits A and B and Appendices A, B, C and D as appropriate.
1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.
ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the approval of the Legislature and the allocation of resources by the California Transportation Commission (CTC).

2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.

3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.

4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.

5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.

8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP). Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAP/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).

10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
11. The estimated total cost of PROJECT, the amount of federal funds and matching funds may be adjusted by mutual consent of the PARTIES having detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.
20. Every sub-recipient receiving PROJECT funds under this AGREEMENT may be subject to audit and/or review by CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.
ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY’s contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.

5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY’s annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

6. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contract over $10,000, or other contracts over $25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.
7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTS, RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.
ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.
ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursement transportation purposes that are in conformance with Article X, Constitution and the relevant Federal Regulations.

2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.

4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.

5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

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

7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.

9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.
10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right to terminate this AGREEMENT without liability, to pay only for the work done and deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.
16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Yuba County

By__________________________
__________________________
Chief, Office of Project Implementation
Division of Local Assistance

By__________________________
__________________________
Representative Name & Title
(Authorized Governing Body Representative)

Date ______________________

Date ______________________
1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
(b) For willful violation of this Fair Employment Provision, STATE shall adopt this Agreement either in whole or in part, and any loss or damage sustained by the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.
ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.
11. ADMINISTERING AGENCY shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.
APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.
(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.
The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(Granting Clause)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(Habendum Clause)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (and) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.
APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.
The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc..) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.
TO: Board of Supervisors
FROM: Brynda Stranix, Executive Director, Yuba County Community Services Commission
SUBJECT: 2016 CSBG Targeted Initiative Contract
DATE: July 5, 2016

Recommendation

It is recommended that the Yuba County Board of Supervisors approve and authorize execution of contract 16F-5558 between the Department of Community Services and Development (CSD) and the Yuba County Community Services Commission for the 2016 Community Services Block Grant (CSBG) program and authorize and empower Brynda Stranix, Executive Director to execute all necessary contracts and amendments in connection with this program.

Background

The Yuba County Community Services Commission was already approved to receive and administer approximately $284,553 in Community Services Block Grant funds for 2016. This Board has approved prior agreements in each year since 1989. This year, due to an increase in administration requirements, CSD has allocated an additional $17,000 in capacity building funding.

It is the general policy of the County that the Chairman of the Board of Supervisors executes contracts. The contract requires a resolution specific to this contract, with provisions that the Yuba County Community Services Commission Executive Director or CDSA Director has authority to sign the contract, any amendments and execute all other necessary documents in connection with the contract with the State for this program.

The Board of Supervisors previously authorized, empowered, and designated the Executive Director of the Yuba County Community Services Commission to execute all necessary documents and act in all matters in connection with the CSBG programs in Resolution No. 2015-133. The contract requires that a new resolution specific to contract 16F-5558 be submitted.

The Executive Director of the program will be authorized to sign the contract, submit reimbursement requests and other reports to the State and payments to the recipients of the grant funds. This change does not alter the action previously taken by the Board of Supervisors, but satisfies the requirements for this 2016 contract.
Discussion

The contract contains many provisions, including budget information reflecting the 2016 distribution of funds previously approved by the Yuba County Community Services Commission.

Fiscal Impact

These activities are at no cost to the General Fund.

Attachments:

- Resolution Authorize CSBG Contract 16F-5558
- A complete copy of the contract is on file in the Clerk of the Board’s office for review
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING THE
SUBMISSION OF THE STATE CSBG
CONTRACT NO. 16F-5558 REGARDING
COMMUNITY SERVICES BLOCK GRANT,
AMENDMENTS AND REQUIRED REPORTS

WHEREAS, the State of California Department of Community Services and Development has made available Community Services Block Grant (CSBG) fund for 2016, and

WHEREAS, the State of California Department of Community Services and Development has offered CSBG Contract No. 16F-5558 to the Yuba County Community Services Commission, and

WHEREAS, the Yuba County Community Services Commission and the Board of Supervisors have determined that there is a need for anti-poverty programs and are willing to accept the aforementioned contract, and

WHEREAS, should the Yuba County Community Services Commission accept a contract from the California State Department of Community Services and Development, the organization certifies that all uses of funds will be in compliance with the California State Department of Community Services and Development regulations, guidelines and contract provisions, and

WHEREAS, the Chairman of the Board of Supervisors, CDSA Director or Planning Director can act on behalf of the Yuba County Community Services Commission and will sign all necessary documents required to complete the contract.
NOW, THEREFORE, BE IT RESOLVED that the Yuba County Board of Supervisors hereby authorizes the Chair of the Board, the CDSA Director or Planning Director, subject to approval of the County Counsel, to apply for and to enter into contract #16F-5558 and any amendments thereto with the California State Department of Community Services and Development.

BE IT FURTHER RESOLVED that the Executive Director of the Community Services Commission is hereby authorized to accept contract #16F-5558 funds and sign any and all subsequent required fiscal and programmatic reports, and to perform any and all responsibilities in relationship to administration of such contract.

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:

_____________________
Chair of the Board of Supervisors

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

Angil P. Morris-Jones
YUBA COUNTY COMMUNITY SERVICES COMMISSION

TO: Board of Supervisors
FROM: Yuba County Community Services Commission
SUBJECT: Ratify new commissioner
DATE: July 19, 2016

Recommendation

Approve and ratify the appointment of Don Schrader (private sector representative) to the Yuba County Community Services Commission.

Background

Yuba County Community Services Commission bylaws indicate all applicants shall be elected by the Commission members, and ratified by the Board of Supervisors. Private sector representatives serve a term of four years.

Discussion

Notices of commission vacancies were sent to the Appeal Democrat, Territorial Dispatch, KUBA Radio and Results radio. The applicant is a resident of Yuba County and meets the qualifications to be a commissioner. The commission reviewed and approved the application at a special commission meeting on June 29, 2016.

Fiscal Impact

None
APPLICATION FOR COMMISSION MEMBERSHIP

CHOOSE ONE:  ☐ PRIVATE SECTOR REPRESENTATIVE  ☐ LOW INCOME REPRESENTATIVE  ☐ PUBLIC SECTOR REPRESENTATIVE

NAME  Donald Schrader

MAILING ADDRESS  201 Ellis Rd  Marysville Ca

RESIDENCE ADDRESS  Same

HOME TELEPHONE  742-1747  BUSINESS TELEPHONE  CELL  622-0674

EMAIL  schraderdon@comcast.net

OCCUPATION/PROFESSION  Retired college instructor

SUPERVISORIAL DISTRICT  5th

REASONS FOR WISHING TO SERVE ON THIS COMMISSION  Help Yuba Co

QUALIFICATIONS FOR SERVING ON THIS COMMISSION  Yuba County Supervisor 12 yr
Yuba County Planning Commission 6yr  Yuba College instructor 33 ysr

LIST ANY PUBLIC POSITIONS CURRENTLY HELD  None

LIST OTHER BOARDS ON WHICH YOU CURRENTLY SERVE, OR HAVE PREVIOUSLY SERVED  Work Investment Board Chair 8yr

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

SIGNATURE  [Signature]  DATE  6-16-16

Return this application to
Yuba County Community Services Commission
950 Tharp Road, Suite 1303, Yuba City, CA 95993
(530) 751-8555

Attach additional sheets as deemed necessary
TO: Board of Supervisors
FROM: Robert Bendorf, County Administrator
SUBJECT: 2016 Yuba County Community Services Commission Grant Funds
DATE: July 19, 2016

RECOMMENDATION

It is recommended the Yuba County Board of Supervisors approve and authorize execution of contract YCCSBG2016-12 between the Yuba County Community Services Commission and the County of Yuba for 2016 Community Services Block Grant funds in the amount of $41,192.49 and authorize the Director of Health and Human Services to execute all necessary contracts and amendments in connection with this program.

BACKGROUND

The Yuba County Community Services Commission solicited proposals in June 2016 for projects that could deploy $41,192.49 within a six month period, July 1 to December 31, 2016 that would meet the mission of the Yuba County Community Services Commission; identify needs of the low income population, assess effectiveness of the agencies that strive to meet said needs, and to deploy resources to achieve our shared goal of reducing poverty. The 14FORWARD Temporary Shelter Project meets the mission and the Commission voted to award funding.

It is the general policy of the county that the Board of Supervisors Chairman executes contracts. The contract requires a resolution specific to this contract, with provisions that the Director of Health and Human Services has authority to sign the contract, any amendments and execute all other necessary documents in connection with the contract with the State for this program.

The Director of Health and Human Services will be authorized to sign the contract, submit reimbursement requests and other reports to the Commission and thereby satisfies the requirements for this 2016 contract.

DISCUSSION

The contract contains several provisions, including budget information reflecting the 2016 distribution of funds previously approved by the Yuba County Community Services Commission.

FISCAL IMPACT

This grant will offset general fund expenditures related to the 14FORWARD project.

Attachments:
- Resolution Authorizing CSBG Contract YCCSBG16-12
- Copy of Proposal to Yuba County Community Services Commission
- A complete copy of the contract is on file in the Clerk of the Board’s office for review
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING THE
ACCEPTANCE OF THE YUBA COUNTY
COMMUNITY SERVICES COMMISSION
GRANT IN THE AMOUNT OF $41,192.49 IN
SUPPORT OF THE 14FORWARD PROJECT,
AND REQUIRED REPORTS

RESOLUTION NO.____________________

WHEREAS, the Yuba County Community Services Commission has made available Community Services Block Grant (CSBG) funds for 2016, and

WHEREAS, the Yuba County Community Services Commission has offered Contract No. YCCSBG216-12 in the amount of $41,192.49 to the County of Yuba in support of the 14FORWARD Temporary Housing Program, and

WHEREAS, the Yuba County Community Services Commission and the Board of Supervisors have determined that there is a need for anti-poverty programs and are willing to accept the aforementioned contract, and

WHEREAS, should the County of Yuba accept a contract from the Yuba County Community Services Commission, the organization certifies that all uses of funds will be in compliance with the California State Department of Community Services and Development regulations, guidelines and contract provisions, and

WHEREAS, the Chairman of the Board of Supervisors, Director of the Health and Human Services Department can act on behalf of the County of Yuba and sign all necessary documents required to complete the contract.
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby authorizes the Chair of the Board of Supervisors and the Director of Health and Human Services Department, subject to approval of County Counsel, to accept the funds from contract #YCCSBG2016-12 and sign any amendments thereto with the Yuba County Community Services Commission. The Chair of the Board of Supervisors and the Director of Health and Human Services Department is further authorized to sign subsequent required fiscal and programmatic reports, and to perform any and all responsibilities in relationship to administration of such contract.

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:

______________________________
Chair of the Board of Supervisors

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

Angil P. Morris-Jones
### CSBG CONTRACT BUDGET SUMMARY

<table>
<thead>
<tr>
<th>Contractor Name:</th>
<th>County of Yuba</th>
<th>Contract Number:</th>
<th>Amendment Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By:</td>
<td>Robert Bendorf</td>
<td>Contract Term:</td>
<td>July 1-December 31, 2016</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>530-749-7575</td>
<td>Contract Amount:</td>
<td>$41,192</td>
</tr>
<tr>
<td>Date:</td>
<td>6/20/2016</td>
<td>E-mail Address:</td>
<td><a href="mailto:rbendorf@co.yuba.ca.us">rbendorf@co.yuba.ca.us</a></td>
</tr>
</tbody>
</table>

#### SECTION 10: ADMINISTRATIVE COSTS

<table>
<thead>
<tr>
<th>Line Item</th>
<th>CSBG Funds (round to the nearest dollar)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Salaries and Wages</td>
<td></td>
</tr>
<tr>
<td>2 Fringe Benefits</td>
<td></td>
</tr>
<tr>
<td>3 Operating Expenses</td>
<td></td>
</tr>
<tr>
<td>4 Equipment</td>
<td></td>
</tr>
<tr>
<td>5 Out-of-State Travel</td>
<td></td>
</tr>
<tr>
<td>6 Contract/Consultant Services</td>
<td></td>
</tr>
<tr>
<td>7 Other Costs</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total operating budget in Section 80)

#### SECTION 20: PROGRAM COSTS

<table>
<thead>
<tr>
<th>Line Item</th>
<th>CSBG Funds (round to the nearest dollar)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Salaries and Wages</td>
<td>$5,392.49</td>
</tr>
<tr>
<td>2 Fringe Benefits</td>
<td></td>
</tr>
<tr>
<td>3 Operating Expenses</td>
<td>$11,800.00</td>
</tr>
<tr>
<td>4 Equipment</td>
<td></td>
</tr>
<tr>
<td>5 Out-of-State Travel</td>
<td></td>
</tr>
<tr>
<td>6 Subcontractor/Consultant Services</td>
<td>$24,000.00</td>
</tr>
<tr>
<td>7 Other Costs</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Section 20: Program Costs $41,192.49

### SECTION 40: Total CSBG Budget Amount (Sum of Subtotal Sections 10 and 20) Note: Total cannot exceed allocation amount.

$41,192.49

### SECTION 70: Enter Other Agency Operating Funds Used to Support CSBG

$200,000

### SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)

$241,192.49

### SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 80)

[Calculation]

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State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Contract Budget Summary
CSD 425.8 (Rev.9/14)
Board Memo

To: Board of Supervisors

Fr: Scott Bryan, Emergency Operations Manager

Re: Proclaim the existence of a local emergency in the County of Yuba

Date: July 19, 2016

Recommendation:
The Board of Supervisors adopts a resolution proclaiming the continuation of a local emergency due to the ongoing drought conditions.

Background:
On January 17, 2014 Governor Edmund G. Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014 the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba. Your Board ratified said proclamation on February 25, 2014 and extended on June 21, 2016.

Discussion:
With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. The current seasonal rainfall totals have been well below normal when compared to average rainfall totals. The National Weather Service continues to designate the County of Yuba as being in a severe drought and the existence of tree mortality is ever increasing. Therefore it is recommended that your Board extend the current proclamation of a local emergency until the end of the incident period per (Govt. Code Section 8630 (c)). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per Govt. Code Section 8630(d), this proclamation of emergency shall be terminated as soon as reasonably possible.

Committee Action:
No committee action was taken due to time constraints.

Fiscal Impact:
There is an unknown impact to the general fund as of this date.
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION:

THE BOARD OF SUPERVISORS             
ADOPT A RESOLUTION                      
PROCLAIMING THE EXISTENCE OF          
AN ONGOING LOCAL DROUGHT               
EMERGENCY IN THE COUNTY OF             
YUBA.                                 

RESOLUTION NO. ____________

WHEREAS, the Yuba County Director of Emergency Services did hereby proclaim a
local emergency in the County of Yuba on February 18, 2014 per Ordinance Code section 4.20;
and

WHEREAS, conditions of peril to public health and safety remain in the County of Yuba
due to the statewide drought; and

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the
aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of a local
emergency due to a statewide drought; and
NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency continues to exist in the County of Yuba and the Board of Supervisors Proclamations through this resolution of the continuance of a Local Emergency in the County of Yuba.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Chair

ATTEST: DONNA STOTTLMEYER
CLERK OF THE BOARD OF SUPERVISORS

______________________________
APPROVE AS TO FORM:
COUNTY COUNSEL
The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

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

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

TO: Board of Supervisors
Yuba County

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

DATE: July 19, 2016

SUBJECT: Approval to accept donations of car and booster seats from California Department of Public Health (CDPH)

RECOMMENDATION: It is recommended that the Board of Supervisors, on behalf of the Health and Human Services Department (HHSD), accept the donation of up to ten (10) car and/or booster seats from the California Department of Public Health (CDPH) Vehicle Occupant Safety Program 2016; and further authorize the Director of HHSD to execute documents as required by the program.

BACKGROUND: The Vehicle Occupant Safety Program (VOSP) will donate up to 10 car/booster seats per county to support local efforts in launching the events for National Child Passenger Safety (CPS) Week, scheduled to start September 18th and ending with “Seat Check Saturday” on September 24, 2016. The goal of the event is to educate the public on the implementation of the new CPS law which will go into effect on January 1, 2017, requiring children to be properly restrained rear-facing until 2 years of age. HHSD, through its Public Health Division, submitted the required application and donation request form to the Vehicle Occupant Safety Program 2016 on May 20, 2016.

DISCUSSION: The acceptance of the donation from the VOSP will enhance HHSD’s participation in the statewide National Child Passenger Safety Week and allow them to distribute car and booster seats to low income families while educating them on the new CPS law.

COMMITTEE: The Human Services Committee was by-passed because of no impact to any other department.

FISCAL IMPACT: Approval of the acceptance of the donated car and booster seats will not impact County General Funds.
VEHICLE OCCUPANT SAFETY PROGRAM (VOSP) 2016 CAR/BOOSTER SEAT DISTRIBUTION

PLEASE CHECK THE APPROPRIATE BOXES AND COMPLETE ALL THE INFORMATION; LACK OF DOING SO WILL RESULT IN NO SHIPMENT FOR YOUR COUNTY OF CAR/BOOSTER SEATS.

Car and Booster Seats (up to 10 per county – combination and booster)

☑ YES, our County WILL accept car/booster seats free of charge. YES our County will distribute to low-income families (who demonstrate proof of other State or Federal assistance program, for free, marked in permanment marker with "VOSP, Grant Funded, OTS," will maintain these records for three years in case of audit, and have a CPS Technician who can oversee the distribution). Signature of contact name provided below, signifies acceptance of these terms. Another signature/form will be required once you receive the seats.

☐ NO, our County will NOT accept car/booster seats at this time.

The materials will be mailed via "ground" either USPS/UPS/FedEx. PROVIDE an address where these can be accepted (NO PO Box address, nor warehouse address, where no one is available to receive seats). Special arrangements of delivery is impossible to manage. If you have any questions, please contact Kate Bernacki at kate.bernacki@cdph.ca.gov or Claudia Angel at claudia.angel@cdph.ca.gov

ALL of the following information MUST be COMPLETED.

NAME: KARAH A. GLAVARIS  
TITLE: HEALTH EDUCATION SPECIALIST II

SIGNATURE: [Signature]

COUNTY: YUBA COUNTY
AGENCY: HEALTH AND HUMAN SERVICES DEPARTMENT – PUBLIC HEALTH DIVISION
PHONE NUMBER: 530-749-6399  
EMAIL: KGLAVARIS@CO.YUBA.CA.US
CURRENT PHYSICAL ADDRESS FOR SHIPMENT (NO PO BOX ADDRESS!):

5730 PACKARD AVENUE
SUITE 100
MARYSVILLE, CA 95901

PLEASE RETURN COMPLETED FORM TO CLAUDIA.ANGEL@CDPH.CA.GOV NO LATER THAN MAY 20, 2016.

"Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration."

CDPH Safe and Active Communities Branch, MS 7214 • P.O. Box 997377 • Sacramento, CA 95899
(916) 552-9800 • (916) 552-9821 FAX
Internet Address: www.cdph.ca.gov
TO: Board of Supervisors  
Yuba County  

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

DATE: July 19, 2016  

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

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

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

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

COMMITTEE: The Human Services Committee recommended approval on July 12, 2016.  

FISCAL IMPACT: Approval of this authorization will not impact County General Funds.
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FIRST AMENDMENT TO THE AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF YUBA
AND THURMOND CONSULTING, LLC

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

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

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

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

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

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

"COUNTY"
COUNTY OF YUBA

__________________________, Chair

Authorized Pursuant to Board Minute #_________

APPROVED AS TO FORM:

Angil P. Morris-Jones, County Counsel

"CONTRACTOR"
THURMONT CONSULTING, LLC

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

RECOMMENDED FOR APPROVAL:

__________________________
Jennifer Vasquez, Director
Yuba County Health and Human Services Department
STAFF REPORT

DATE: July 7, 2016

TO: Yuba County Board of Supervisors

FROM: Tony Hobson, Ph.D., Assistant Director of Human Services for Mental Health

SUBJECT: Approval of the Mental Health Services Act FY 2016-2017 Annual Update

Recommendation: It is recommended that the Board of Supervisors approve the Mental Health Services Act FY 2016-2017 Annual Update to the Three-Year Program and Expenditure Plan. This item was reviewed by the Sutter County Board of Supervisors Health Committee at their meeting on June 7, 2016 and approved by the Sutter County Board of Supervisors at their June 28, 2016 meeting.

Background & Discussion: The Mental Health Services Act (MHSA) was a voter initiative passed in November of 2004. Under this initiative, individuals with incomes in excess of one million dollars per year are levied an additional 1% income tax to pay for expanded mental health services statewide. We currently receive funding for MHSA Community Services and Supports, Prevention and Early Intervention, Innovation, Workforce Education and Training, and Capital Facilities/Information Technology. These program and expenditure plans must be updated annually to allow for changes in programming that may become necessary.

The County currently has three work plans in Community Services and Supports. They are (1) Integrated Full Service Partnership, (2) General System Development: Urgent Services, and (3) Outreach and Engagement. We are proposing no changes to these services. The County currently has two work plans in Prevention and Early Intervention. The work plans are (1) Community Prevention Team and the (2) First Onset Team. We are proposing no changes to these services. The County currently has 3 work plans in Innovation. These work plans are (1) Improving Mental Health Outcomes via Interagency Collaboration and Service Delivery Learning for Supervised Offenders Who Are At-Risk of or Have Serious Mental Illness, (2) A Culturally Competent Collaboration to Address Serious Mental Illness in the Traditional Hmong Population, and (3) Continued Mental Health and Wellness Support for the New Post-TAY Clients Who are in Recovery from a Serious Mental Illness. We are proposing no changes to these services. The County has one work plan for Workforce Education and Training. The work plan includes several components, such as Skill Development Training, Integrating Cultural
Competence in the Public Mental Health System. Adult Workforce Plan, Intern Supervision, Youth Workforce and Career Program, and Scholarship/Tuition Reimbursement Program. We are proposing no changes to these services. The County currently has one work plan in Capital Facilities/Information Technology. The work plan includes the purchase and implementation of the Electronic Health Record. We are proposing no changes to the technology aspect of the plan. For the Capital Facilities aspect of the plan, we are proposing the discontinuance of the Psychiatric Emergency Services (PES) Expansion Project and the reassignment of the funds to an Adult Education: Work Activity Center (WAC) Expansion Project. The previously approved PES Expansion Project was intended to renovate the Psychiatric Emergency Services area to include more rooms and an expanded waiting room area. However, the need for the PES expansion was overcome by events when the PES services for individuals on involuntary holds under the Welfare and Institutions Code Section 5150 was relocated to the Rideout Memorial Hospital Emergency Room. Community stakeholders, consumers, family members, and staff were notified of our plans to discontinue the project via our community planning process for the 2016-17 MHSA Annual Update. We are proposing the re-assignment of funds to the newly-proposed Adult Education: Work Activity Center (WAC) Expansion. The funds will help to improve the County’s property and expand the WAC Program’s capacity to deliver more educational programs to an increased number of clients. The WAC program has reached capacity in its current space and there have been numerous consumers who want to enroll in the program, but cannot due to it being at capacity. Renovation costs will not exceed the Capital Facilities/Technology allocation.

Pursuant to Section 5847 (a) through 5847 (d) of the Welfare and Institutions Code and other applicable laws, the Behavioral Health Advisory Board (BHAB) of Sutter-Yuba Behavioral Health is required to hold a public hearing to receive comments regarding the MHSA Annual Update. After a minimum 30-day review period, which began on April 11, 2016, the BHAB held a public hearing on May 12, 2016 to consider comments from the public on the Annual Update. There were no substantive comments submitted for the revision of the MHSA plan and the BHAB approved the plan as presented.

Past Consideration of the Board: Historically, the Board has reviewed and approved only newly proposed MHSA Plans. In an effort to keep the Board apprised of the MHSA programs’ progress and changes, it is requested that the Board review and consider approval of future MHSA Annual Updates.

Alternatives: None recommended

Other Department or Agency Involvement: The Sutter-Yuba Behavioral Health- Behavioral Health Advisory Board approved the 2016-17 MHSA Annual on May 12, 2016 and the Sutter County Board of Supervisors approved the 2016-17 MHSA Annual Update on June 28, 2016.

Action Following Approval: The update will be submitted to the Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission for their records.
**Fiscal Impact:** There is no impact on the County General Fund. The County’s FY 2016-17 projected allocation for Community Services and Supports is $4,750,000. The FY 2016-17 projected allocation for Prevention and Early Intervention is $1,187,500. The FY 2016-17 projected allocation for Innovation is $312,500. There are no FY 2016-17 allocations for Workforce Education and Training or Capital Facilities/Information Technology. Funds from previous allocations are being used.

**Attachments or Document Enclosures:**
Mental Health Services Act FY 2016-17 Annual Update
THIS PAGE INTENTIONALLY LEFT BLANK
The County of Yuba
Community Development & Services Agency

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

TO: Board of Supervisors

FROM: Tejinder S. Maan, Environmental Health Director

DATE: June 28, 2016

SUBJECT: Adopt a resolution confirming the report of delinquent charges and order of assessment

Recommendation: Adopt a resolution confirming the report of delinquent charges and order of assessment to be placed on the property tax roll.

Background: The owner of any improved property within the mandatory pickup area is required to subscribe to and pay for refuse collection service to be rendered by Yuba Sutter Recology per County Ordinance 7.05.

Discussion: Yuba Sutter Recology submitted a report of delinquent accounts as required by Ordinance to the Yuba County Director of CDSA for all of the unpaid bills for the service rendered by them. Per Yuba County Ordinance 7.05, a hearing was held on June 16, 2016, which provided the county residents an opportunity to have their names removed from the report. After the conclusion of the hearing process, the final report of delinquent charges and order of assessment was created. A resolution from the Board is needed to place this report on the property tax roll.

Fiscal Impact: There will be no additional cost to the county and no impact to the general fund.

TSM:meh

www.co.yuba.ca.us
BOARD OF SUPERVISORS
COUNTY OF YUBA
STATE OF CALIFORNIA

RESOLUTION NO:__________

IN RE:

A RESOLUTION CONFIRMING REPORT )
OF DELINQUENT SOLID WASTE )
COLLECTION CHARGES AND ORDER )
OF ASSESSMENT )

WHEREAS, the owners of improved property within the Mandatory Pickup Areas, which are described in Chapter 7.05 of the Yuba County Ordinance Code, are required to subscribe for and pay for refuse collection services, and

WHEREAS, certain subscribers have failed to pay for such refuse collection on a timely basis, thereby accruing delinquent charges; and

WHEREAS, Recology Yuba Sutter, has submitted to the County a report of delinquent charges referring to each separate parcel of real estate and the amount of charges proposed to be assessed; and

WHEREAS, the notice of the hearing was given in accordance with §7.05.230 of the Yuba County Ordinance Code, and

WHEREAS, a public hearing was conducted on June 16, 2016 wherein objections and protests from property owners liable to be assessed for the delinquent charges was heard.
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby confirms the special assessments against the respective parcels of land as set forth in Attachment A, attached hereto by this reference incorporated herein as though set forth in full, and directs that charges imposed upon such respective parcels of land by placing them on the fiscal year 2016/2017 property tax roll. Each such assessment shall be increased by the amount of Twenty-Five Dollars for the County’s administrative expenses. This will be effective for any remaining unpaid bills as of August 1, 2016.

BE IT FURTHER RESOLVED that the assessment shall be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the 19th day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_______________________________
ROGER ABE, CHAIR

ATTEST: Donna Stottlemyer
Clerk of the Board of Supervisors

Approved as to form:

_______________________________
Angil Morris-Jones, County Counsel
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<td>Richard Brown</td>
<td>234 Maple Ln, Anytown USA</td>
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*Table contains contact information for various individuals, including names, addresses, and phone numbers.*

*Note: Table data is for illustrative purposes only.*
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**Total:** 120
Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: July 19, 2016
Re: Vacating of Easement

Recommendation

The Board of Supervisors approve the attached letter formally requesting the City of Marysville vacate the easement connecting J Street to 14th Street to permit the construction of the new Tri-County Juvenile Facility; and to approve the Chair to execute the letter.

Background

The County of Yuba is acting as the lead agency in developing the new Tri-County Juvenile Facility to be located in Marysville across from the existing Juvenile Hall. As part of project development, it has been determined the footprint of the new facility will encroach on a portion of the old road that circled the old South Annex property. A portion of that road was granted as an easement to the City of Marysville in the late 1980's.

The City has given preliminary approval to vacating this easement but they have asked that we make a formal request of the City to facilitate vacating this easement and to share our 'intentions' with the J Street access. Thus part of our request is to close the gate at the end of J Street and allow it to be opened only in the event of an emergency. This is to restrict public access to the back of the Juvenile Facility where the outdoor play yards are to be located.

Discussion

In conjunction with granting this easement, the City has requested the County grant a new easement to recognize their newly installed sewer line connecting 14th Street...
and Pine Street. That will be coming to your Board as a separate action when it is ready to be presented.

Committee Action

Due to the short timeframe, we have bypassed the committee’s review and brought this item directly to your Board for review.

Fiscal Impact

There should be no fiscal impact as a result of this action.
July 19, 2016

Mr. Dave Lamon
City Services Director
City of Marysville
526 C Street
Marysville, CA 95901

Dear Mr. Lamon;

As you’re aware, the County of Yuba is in the process of developing a new Tri-County Juvenile Facility adjacent to the existing facility on 14th Street in Marysville. This will be the first regional juvenile facility in the State.

First, thank you to you and your staff for all of your help as we work through the development issues related to the project. All have been very helpful.

The County would like to formally request the City of Marysville grant the vacating of the easement that connects J Street at the rail trestle to the 14th Street Intersection. The easement as it stands is in conflict with the proposed juvenile facility design.

Also, just north of where J Street passes under the J Street trestle at our property line there has been a large gate. Staff tells us that gate was kept closed, to be opened only in emergencies; and displays a sign to that effect. Only in recent years has it been left open. The County would further propose we reinstate that policy of keeping the gate closed except for emergencies. Given that the open ‘play yard’ areas for the new juvenile facility will be just inside of that gate, it seems prudent to not have public access past these areas.

Lastly the County shall recognize the new easement to be granted by the County to convey and protect the new sewer line from 14th Street south to Pine Street. This item is being agendized for our Board in the near future.

Thank you again for all of your assistance in the project.

Sincerely,

Roger Abe
Chair, Board of Supervisors
July 6, 2016

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 180.6, Title 14, California Code of Regulations, relating to commercial hagfish traps, which will be published in the California Regulatory Notice Register on July 8, 2016.

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

Mr. Travis Tanaka, Environmental Scientist, Marine Region, Department of Fish and Wildlife, (831) 649-2881 or Travis.Tanaka@wildlife.ca.gov, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst

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

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 8403 and 9022 of the Fish and Game Code and to implement, interpret or make specific Sections 8403, 9001.6, 9001.7 and 9022 of said Code, proposes to amend Section 180.6, Title 14, California Code of Regulations, relating commercial hagfish traps.

Informative Digest/Policy Statement Overview

Current regulations in Section 180.6, Title 14, California Code of Regulations (CCR) allow hagfish, Eptatretus spp., to be taken in 40-gallon barrel traps if attached to a ground line. Permittees may fish up to 25 barrel traps spread over a maximum of three ground lines.

Proposed Regulation Amendment
The proposed amendment replaces the 40-gallon requirement for barrel traps with a maximum total trap length of 45 inches and maximum outside diameter of 25 inches. Additional language is proposed to enact the same restrictions that are in place for other hagfish traps: 1) no take of finfish other than hagfish; and 2) no possession of any other hagfish trap type when using or in possession of barrels.

BENEFITS OF THE PROPOSED REGULATIONS
The proposed amendment would redefine maximum barrel size using linear dimensions instead of volume. Due to the variability in barrel manufacturing, linear dimensions offer flexibility to fishermen who want to switch to this gear and a consistent standard that enforcement staff can validate easily. With greater flexibility, more fishermen may switch over to this gear type which would reduce the number of traps on the seafloor and the number of vertical lines in the water, which may result in fewer whale entanglements. Adoption of sustainable fishing regulations, including gear type, provides for the maintenance of sufficient fish populations and ensures their continued existence.

EVALUATION OF INCOMPATIBILITY WITH EXISTING REGULATIONS:
Section 20, Article IV, of the State Constitution specifies that the Legislature may delegate to the Fish and Game Commission such powers relating to the protection and propagation of fish and game as the Legislature sees fit. The Legislature has delegated to the Commission the power to regulate the commercial take of finfish using traps (Sections 8403 and 9022, Fish and Game Code). No other State agency has the authority to promulgate commercial fishing regulations. The proposed amended regulations are compatible with Sections 180, 180.2, 180.4 and 180.5, Title 14, CCR, which address other aspects of commercial take of finfish using traps. The Commission has searched the CCR for any regulations regarding the use of traps for the commercial take of hagfish and has found no such regulation; therefore the Commission has
concluded that the proposed regulations are neither inconsistent nor incompatible with existing State regulations.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Lake Natoma Inn Hotel & Conference Center, 702 Gold Lake Dr., Folsom, California, on Wednesday, August 24, 2016, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before August 11, 2016, at the address given below, or by email to FGC@fgc.ca.gov. Written comments mailed, or emailed to the Commission office, must be received before 5:00 p.m. on August 22, 2016. All comments must be received no later than August 24, 2016, at the hearing in Folsom, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Valerie Termeni, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Valerie Termeni or Sherrie Fonbuena at the preceding address or phone number. Travis Tanaka, Department of Fish and Wildlife, phone (831) 649-2881 or email Travis.Tanaka@wildlife.ca.gov, has been designated to respond to questions on the substance of the proposed regulations. Copies of the Initial Statement of Reasons, the regulatory language, the Notice, and other rulemaking documents, may be obtained from either the address above or on the Commission’s website at http://www.fgc.ca.gov.

Availability of Modified Text

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

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

Impact of Regulatory Action/Results of the Economic Impact Assessment

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:
(a) Significant Statewide Adverse Economic Impact Directly Affecting Business, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. Amending this regulation will allow fishermen to utilize any barrel, up to the maximum allowed dimensions, without need for modification or ordering special barrels at significant cost. However, fishermen may continue to use Korean or bucket traps for the take of hagfish if they desire to do so.

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

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

The Commission anticipates possible benefits to the State’s environment due to the anticipated reduction in vertical buoy lines and traps on the seafloor if more fishermen switch to barrels.

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

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action. The proposed amendment does not require fishermen to use barrel traps. Fishermen who choose to switch to barrel traps may incur costs of approximately $30 per barrel. Total cost for the allowable 25 barrels is estimated to be about $750.

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

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

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

(h) Effect on Housing Costs: None.

Effect on Small Business

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

Consideration of Alternatives

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

FISH AND GAME COMMISSION

Dated: June 28, 2016

Valerie Termini
Executive Director
TO: Finance and Administration Committee
FROM: Jill Abel, Human Resources Director, Stephen Scheer, Ag Commissioner, Sealer of Weights & Measures
DATE: July 19, 2016
SUBJECT: Approve Agriculture Department Incentive Program Policy and authorize the Chair to execute an Amendment to the YCEA Master Labor Agreement

RECOMMENDATION
Approve the implementation of the Agriculture Department Incentive Program Policy and authorize the Chair to execute an Amendment to the Master Labor Agreement (MLA) between the County of Yuba and the Yuba County Employees' Association.

DISCUSSION
Currently, Yuba County’s agriculture is valued at $276 million, and a large percentage of it is exported. The United Stated Department of Agriculture requires an Accreditation of Certifying Officer (ACO) to export agriculture commodities to foreign countries. Yuba County exporters depend heavily on the Agriculture Department to provide this service to get their products to foreign countries in a timely manner. Without this service Yuba County exporters will take their business to other counties. The ACO certification requires specific training, an annual federal security screening and passing a comprehensive qualifications exam every 3 years.

Additionally, all of Yuba County’s agricultural products, batch plants, aggregate plants, moving companies and Beale AFB products are sold by weight over scales certified by the Agriculture Department using a heavy weight truck. This truck is utilized 1-3 days a week and requires a Class A or B commercial driver’s license to operate it. The Department of Transportation regulates all Class A or B licenses and requires ongoing medicals, random drug testing and off work restrictions.

Although the possession and maintenance of an ACO certification and a Commercial CDL are not required of the job, they do afford the Ag Department and its customers more efficient and cost effective services, as well as Ag businesses staying in Yuba County. For that reason, the Agriculture Department desires to provide incentive compensation to its Agriculture Weights & Measures Specialists who secure and maintain a valid ACO certification and/or a Class A or B CDL.
Eligible employees would receive incentive compensation in the amount of $100 per month for possession of a valid ACO certification and/or $100 per month for possession of a valid Class A or B CDL. The attached policy and MLA Amendment authorizes the County to compensate eligible employees for these certifications that are above and beyond their normal and usual customary job duties and require considerable personal effort to maintain.

FISCAL IMPACT
The fiscal impact for the 2016/2017 fiscal year is anticipated to be $7,200 of which approximately 23% is general fund.
AMENDMENT TO THE MASTER LABOR AGREEMENT  
Between  
The County of Yuba and  
Yuba County Employees' Association, Local #1

The County of Yuba (County) and YCEA, Local #1 (YCEA) have previously met and conferred and agreed upon the current Master Labor Agreement (MLA), for which the term runs through June 30, 2017.

The parties have now meet and conferred further pursuant to Government Code §3500 et seq and have mutually agreed to modify the current MLA, to reflect additional terms and conditions of employment pertaining to Agricultural/Weight & Measure Specialist as follows:

ARTICLE 13 – ADDITIONAL COMPENSATION

Section 13.03 - Accreditation of Certifying Officer

The United States Department of Agriculture requires an Accreditation of Certifying Officer (ACO) to export agriculture commodities to foreign countries. Yuba County exporters depend heavily on the Ag Department to provide this service to get their products into foreign countries in a timely manner. Eligible non-exempt employees that qualify pursuant to the Ag Department’s Incentive Program Policy shall to be paid incentive compensation in the amount of $100 per month for possession of a valid ACO certification provided they are available to perform ACO duties.

If an eligible employee allows his/her ACO certification to lapse or the employee is unwilling to perform ACO services, the employee would become ineligible and the incentive compensation would cease. Incentive pay will be payable at the full monthly rate in any month an eligible employee is on paid status at least half of the month. If an eligible employee is on unpaid status or has been placed on administrative leave for more than half of the month, the incentive compensation will be reduced by half or prorated as appropriate. No incentive compensation will be paid in a month if an employee is on an unpaid status or administrative leave for an entire month.

Section 13.04 Class A or B Driver’s License

Eligible and designated employees of the Ag Department shall be paid incentive compensation in the amount of $100 per month for possession of a valid Class A or B California Commercial Driver’s License (CDL), as required by the Ag Department. If an eligible employee allows his/her Class A or B CDL to lapse or the employee is unable or unwilling to operate the heavy capacity weight truck, the employee will become ineligible and the incentive compensation will cease.
Incentive pay will be payable at the full monthly rate in any month an eligible employee is on paid status at least half of the month. If an eligible employee is on unpaid status or has been placed on administrative leave for more than half of the month, the incentive compensation will be reduced by half or prorated as appropriate. No incentive compensation will be paid in a month if an employee is on an unpaid status or administrative leave for an entire month.

The parties agree that this amendment represents their full agreement on this matter and that they are not subject to further meeting and conferring on this matter, unless by mutual agreement.

Date: ________________________________  Date: 7/6/10

Yuba

Yuba County Employees Assoc., Local #1
Purpose:
For the Ag Department to provide the most effective and efficient customer service to meet the needs of the agricultural community of Yuba County.

Accreditation of Certifying Officer
The United States Department of Agriculture requires an Accreditation of Certifying Officer (ACO) to export agriculture commodities to foreign countries. Yuba County exporters depend heavily on the Ag Department to provide this service to get their products into foreign countries in a timely manner.

Class A or B California Driver’s License
The Department of Transportation (DOT) requires a Class A or B driver’s license to operate a heavy weight truck. The Ag Department uses a heavy weight truck to certify vehicle, cattle and other heavy capacity scales throughout Yuba County on an annual basis. All of Yuba County agricultural products, commodities, aggregate materials, moving companies and Beale Air Force Base products are sold by scales certified by the Yuba County Ag Department using the heavy weight truck. This truck operates 75 to 100 days a year.

Policy:
To encourage employees employed as Agriculture Weights and Measures Specialists in the Yuba County Ag Department to pass and maintain the US Department of Agriculture ACO certification to write Federal Phytosanitary export certificates; and/or possess and maintain a valid Class A or B California driver’s license in compliance with DOT regulations and requirements.

Qualification Criteria
The ACO certification requires:
1. Pass the Pest Prevention and Plant Regulation test administered by the California Department of Food and Agriculture (CDRA) and two years of plant quarantine experience; and

2. Application to and certification by the US Department of Agriculture (USDA) as an ACO. Certification requires specific training and passing a comprehensive exam. Once certified, an annual security protocol exam must be passed to maintain the ACO certification. An ACO certification is issued and valid for three years. Prior to expiration of the ACO certification an applicant must be recertified by exam.
Class A or B California Commercial Driver’s License requires:

1. Pass a California commercial driver’s license written test and road course; and

2. Meet physical requirements and periodic medical evaluations in accordance with DOT regulations and requirements, including random drug testing. Class A or B drivers are also subject to more stringent standards while operating non-commercial vehicles and private motor vehicle operation during non-work hours.

Procedure:
Employees employed as Agriculture Weights & Measures Specialists that meet the qualification criteria must submit a written request and proof of valid certification to the Ag Commissioner/Sealer of Weights & Measures or his/her designee.

The Ag Commissioner/Sealer of Weights & Measures or his/her designee must submit the qualifying documentation and an approved Human Resources form to Human Resources and the Auditor’s Office.

Once qualification has been determined according to the provisions included herein, no further filing is required unless there is a change in the eligible employee’s qualification status or a break in service has occurred. If there is a change in an eligible employee’s qualification status, the employee must immediately notify the Agriculture Commissioner/Sealer of Weights & Measures or his/her designee.

Compensation:
Once an eligible employee qualifies for incentive compensation in accordance with this policy, s/he will receive such compensation pursuant to the applicable union agreement, for certification and/or licensing currently not required as minimum qualifications for his/her classification.

Reference:
California Department of Food and Agriculture (CDFA)
United States Department of Agriculture (USDA)
Department of Transportation (DOT) regulations
July 19, 2016

To: Land Use & Public Works Committee

From: Kevin Mallen, CDSA Director

Subject: PACE Residential Consumer Protection Policies

RECOMMENDATION:
That the Board of Supervisors adopt the attached resolution establishing Countywide Property Assessed Clean Energy (PACE) Residential Consumer Protection Policies and requiring PACE providers operating within the County to abide by them.

BACKGROUND:
In 2015 the County entered into agreements with four different PACE providers in order to broaden the range of options to implement energy efficiency, renewable energy, and water efficiency improvements to properties in the unincorporated areas of the County. Since that time the issue of residential

DISCUSSION:
Since the time of entering into these agreements, the issue of residential consumer protection related to PACE has been raised Statewide. This has resulted in a Residential PACE Consumer Protection Policy being created on May 10, 2016, which can be used by cities and counties in order to establish a uniform standard for consumer protection. The attached resolution would adopt the Policy and require the PACE providers participating within the County to abide by it.

FISCAL IMPACT:
None.

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

A RESOLUTION OF THE BOARD OF SUPERVISORS
ADOPTING PROPERTY ASSESSED CLEAN ENERGY
RESIDENTIAL CONSUMER PROTECTION POLICIES

WHEREAS, in 2015 the Board of Supervisors approved agreements with several Property Assessed Clean Energy (PACE) providers in order to broaden the range of options to implement energy efficiency, renewable energy, and water efficiency improvements to properties in the unincorporated areas of the County; and

WHEREAS, since entering into these agreements it has been recognized Statewide that uniform policies related to residential consumer protection is needed; and

WHEREAS, on May 10, 2016 the first version of a uniform Residential PACE Consumer Protection Policy was created, Exhibit A, which can be used by cities and counties partnering with PACE providers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba does hereby adopt the attached Residential PACE Consumer Protection Policy, Exhibit A, and any future versions or amendments that may be made to such Policy, and further resolves that any PACE provider operating within the unincorporated area of the County shall abide by such Policies.

PASSED AND ADOPTED this _____ day of _______________, 2016, by the Board of Supervisors of the County of Yuba, by the following votes.

AYES:
NOES:
ABSENT:
ABSTAIN:

By: ____________________________
Chair, Yuba County Board of Supervisors

By: ____________________________
Approved As To Form:
County Counsel

By: ____________________________
ATTEST:
Clerk of the Board of Supervisors
PACE Consumer Protection Policies

Version 1.0

(Residential PACE Programs)

Exhibit A
1. **Overview**

Property assessed clean energy ("PACE") programs enable a much broader range of homeowners to implement energy efficiency, renewable energy, and water efficiency improvements that increase the value, functionality, and sustainability of their homes. Such improvements ("Improvements" or "Measures") make homes less costly to operate and more comfortable to live in, while simultaneously reducing energy and water consumption. Without PACE Programs many homeowners would have no, or only costlier, access to these Measures.

PACE Programs ("PACE Programs"), including the government authorities sponsoring and administering them and, where applicable, the entities who help implement them ("Partners"), provide advice, tools and resources that enable homeowners to make smart, informed and responsible choices regarding such Measures. PACE Programs must be responsible for ensuring that the advice, tools and resources are appropriate and accurate, which means that care must be taken with homeowners before, during and after the origination of Program financing. Consumer protections that serve homeowners must be a core value of PACE Programs and Partners. In this document, "Partner" refers to the government authority in all cases where a Program does not include a third party non-government partner.


PACE Programs that meet or exceed these standards provide homeowners with a greater level of consumer protection than any other form of financing. The recommended consumer protection policies set forth herein can help guide PACE Program implementation to ensure homeowners realize maximum benefit.
1. ELIGIBILITY AND RISK

Policy Summary: The ________________ (the "Program") blends traditional credit risk considerations together with statutory requirements and administrative policy objectives to develop specific risk and eligibility criteria for participation in the Program. These criteria take into account the unique risk profile that PACE financing presents to enable qualifying homeowners to access it. While this process will exclude unqualified homeowners and properties, special consideration has been given to develop inclusive standards. The criteria examine four key attributes of every financed project: (1) the real property ("Property") on which the improvements will be installed, (2) the encumbrances presently recorded against the Property, (3) the nature of the improvements to be installed; and (4) the homeowner's mortgage and property tax payment history.

1.1. Properties. Consistent with foundational considerations, it is the policy of the Program to make the Program available to the entirety of the existing residential housing stock in political boundaries of the Program. Properties for which this form of financing is not available include: (i) commercial properties (including residential properties comprising five (5) or more units), (ii) new properties under construction and (iii) properties that cannot be subject to an assessment or levy. If requested in good faith by a homeowner whose Property has been found ineligible, the Program or Partner may undertake a "second look" eligibility review of the applicant's Property, re-examining the specific attributes of the Property in question and confirming or modifying the original determination.

1.2. Encumbrances. The encumbrance profile of properties is an important element in determining whether or not they qualify for Program participation. The Program is designed to harness unused financing capacity of homes in which eligible improvements are installed. Such financing is inappropriate if it burdens properties and their owners too greatly. Accordingly, properties eligible for Program financing will have the following attributes:

1.2.1. All mortgage-related debt on the Property may not exceed 90% of the Property's fair market value ("FMV"), or assessed value if market value data is unavailable or unreliable, at the time of initial approval;

1.2.2. Reliability of the Program FMV model should be verified through an accepted and regular audit process, sampling appraisal data as a means of measurement and verification;

1.2.3. The financing may not exceed (A) (i) fifteen percent (15%) of the FMV of the Property, up to the first seven hundred thousand dollars ($700,000) of the Property’s FMV, and (ii) ten percent (10%) of the remaining value of the Property above seven hundred thousand dollars ($700,000) minus (B) any existing PACE assessments on the Property;

1.2.4. The total mortgage-related debt on the underlying Property plus Program financing may not exceed the FMV of the Property; and
1.2.5. The total amount of any annual property taxes and assessments shall not exceed five percent (5%) of the Property’s FMV, determined at the time Program financing is approved.

1.3. **Eligible Improvements.** The Program provides financing for a broad range of eligible products and projects permanently-affixed to the Property, the details of which are set forth in Section 11 below. The Program is not available to finance ineligible products and projects, which comprise anything not specified in Section 11, subject to an appeal and review of specific measures on a case by case basis by the Partner and/or Program. While the Program is responsible for confirming compliance with the Section 11 requirements, it is not responsible for determining post-installation energy performance, savings or efficacy of such products or projects. The Program relies on applicable state law and data and ratings from the U.S. Department of Energy, the Environmental Protection Agency and other federal and state government agencies in determining what constitutes an eligible Improvement or Measure.

1.4. **Homeowners.** PACE Program assessments typically appear as line items on property tax bills and homeowners repay their financing when they pay their property tax bills. The mortgage and property tax payment history of a homeowner of record is, thus, an important factor in determining a homeowner’s eligibility to participate in the Program. Accordingly, at the time of application, homeowners eligible for Program financing will at a minimum have status and payment histories that are consistent with the following:

1.4.1. The applicant is the homeowner of record;

1.4.2. Property tax payments for the assessed Property are current. Additionally, the homeowner must certify that there has been no more than one late payment for the shorter of (i) the previous three years, or (ii) since the present homeowner acquired the Property;

1.4.3. The homeowner is current on all mortgage debt, and has been late on such payments no more than once (30 days maximum) during the 12-month period preceding funding;

1.4.4. The applicant has not had any active bankruptcies within the last 7 years; provided, however, that this criterion can be met if a homeowner’s bankruptcy was discharged between two and seven years before the application date, and the homeowner has had no past due payments (mortgage and non-mortgage) for more than 60 days in the most recent 24 months; and

1.4.5. The homeowner has no involuntary lien(s) recorded against the Property in excess of $1,000.

1.4.6. There may be no pending Notice of Default on the property and no more than one recorded Notice of Default for the shorter of (i) the previous three years, or (ii) since the present homeowner acquired the Property.
2. **Disclosures & Documentation**

**Policy Summary:** Documentation for Program participants should ensure compliance with these consumer protection policies and must be clear, complete, and fair to all parties. A reader who has spent time with the documentation should develop an unambiguous understanding of each and every right, risk and obligation associated with the Program’s financing product. PACE is a new form of financing that, while sharing some features of traditional financing, presents new considerations for homeowners. Best practices counsel the Program to disclose traditional “know before you owe” financing terms (“Disclosures” e.g., interest rates, financing term, payment amounts). Disclosures covering the Program financing's specific repayment cycle (typically, annual or semiannual) and the Federal Housing Finance Authority’s announcement regarding payoff of Program financing at the time of sale or refinance are among the new considerations. In the end, a homeowner who understands the Program’s disclosures will be informed and have a clear understanding of the Program’s traditional and non-traditional features.

2.1. **Document Timing.** Before commencement of any Program-financed project, a homeowner needs to: (i) submit an application; (ii) receive approval of the Measures from the Partner; and (iii) execute documentation covering the terms and disclosures summarized in this Section. Following installation of the Measures, a homeowner needs to: (i) execute an acknowledgement that the installation of the Measures has been completed satisfactorily; and (ii) receive a final summary of costs and payments. Delivery to and execution of all such documentation by the homeowner is the responsibility of the Partner.

2.2. **Terms.** Terms that are fundamental to the Program and that need to be reflected in its Disclosures comprise: (i) the amount financed including the cost of the installed Measure(s), together with Program fees and capitalized interest, if any (ii) the repayment process and schedule, (iii) the payment amounts, (iv) the term of the financing (that does not exceed the useful life of the Measures), (v) the rate of interest charged (such rate to be fixed and not variable), (vi) a payment schedule that fully amortizes the amount financed, (vii) the nature of the lien or obligation created upon recordation, (viii) the specific improvements to be installed, (ix) the 3-day right to cancel the financing, (x) the right to withhold approval of payment until the project is complete, and (xii) any other relevant state specific rights, notices, or requirements (e.g. in California, Section 5899.2 rights for solar lease improvements). It is the responsibility of the Partner to prepare, deliver and arrange for execution of documents reflecting such terms.

2.3. **Disclosures Policy.** Disclosures ensure that homeowners are aware of and understand key Program financing terms and risks that appear in the Program’s documentation. It is the policy of the Program that Partners confirm delivery to, and receipt by, homeowners
of these Disclosures, and obtain written acknowledgement that homeowners have read and understand them. The following comprise key Disclosures of the Program provided by Partners in a financing summary in the form attached hereto as Attachment A.

<table>
<thead>
<tr>
<th>Disclosures</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term of financing</td>
<td>The maximum time period of the financing</td>
</tr>
<tr>
<td>Amount financed</td>
<td>The total amount financed, including the installed cost of the Measure(s), Program fees and capitalized interest, if any</td>
</tr>
<tr>
<td>Annual payment amount</td>
<td>The amount due each year, even if paid in semi-annual installments or through impound payments</td>
</tr>
<tr>
<td>Annual interest rate/APR</td>
<td>The effective interest rate after taking into account all fees and capitalized interest</td>
</tr>
<tr>
<td>Improvements financed</td>
<td>The Measures installed</td>
</tr>
<tr>
<td>FHFA risks</td>
<td>The risk that the homeowner may need to pay off the PACE assessment at the time of sale or refinance</td>
</tr>
<tr>
<td>Right to cancel</td>
<td>The 3-day right to rescind the financing</td>
</tr>
<tr>
<td>Prepayment</td>
<td>The right to prepay the Program financing with clearly defined penalties, if any</td>
</tr>
</tbody>
</table>

The following comprise additional key Disclosures of the Program provided by Partners.

<table>
<thead>
<tr>
<th>Disclosures</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program overview</td>
<td>A document or section of a document that provides a comprehensive summary of the Program, including a summary of a homeowner’s rights and obligations</td>
</tr>
<tr>
<td>Property tax repayment process</td>
<td>Description of the property tax payment process and the line item for repayment of the Measures that the Program financed</td>
</tr>
<tr>
<td>Tax benefits</td>
<td>Tax credits of benefits associated with the purchase of certain Measures and the annual payments related to them.</td>
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<td>Privacy</td>
<td>A notice describing the privacy policies of the Program</td>
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<td>Federal disclosures</td>
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<tr>
<td>Foreclosure</td>
<td>The risk of foreclosure and the foreclosure process in the event of a homeowner default</td>
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2.4 **Confirmation of Terms.** For all Program financing applications associated with contractors that are either new to the Program or are on a Partner’s “watch list” (i.e. those
contractors that are not “Top Rated Contractors” defined below), it is the policy of the Program that such Partner confirm live by telephone with the homeowner applicant each Program financing term listed in (b)-(h) of this Section 2.4 below. These confirmation requirements do not apply to contractors who have reached the Partner’s top rating category (the “Top Rated Contractors”). For Top Rated Contractors, it is the policy of the Program that the Partner conduct randomized calls to homeowners to confirm financing terms.

Notwithstanding the above, irrespective of the contractor with whom the Program financing is associated, it is the policy of the Program that the Partners confirm live by telephone for each applicant who is over 64 years old the Program financing terms listed in (a)-(h) of this Section 2.4 below, and any other special categories of homeowners as designated by the Program. For avoidance of doubt, for homeowners over 64 years old, a voicemail message does not satisfy the requirement of Program financing term confirmation under this Section 2.4.

When confirming terms of a Program financing with a homeowner, the Partners will request the homeowner to describe generally the improvement(s) being financed using the Program financing, and will ascertain that the homeowner understands:

(a) The reason for the specific improvement(s) being obtained by such homeowner.
(b) His or her total estimated annual payment.
(c) The date his or her first tax payment will be due.
(d) The term of the Program financing.
(e) Any additional fees (including recording fees) that will be charged to him or her.
(f) That payments for the Program financing will be added to his or her property tax bill and will cause the property tax bill to increase.
(g) That he or she may make payments on the Program financing either directly to the county assessor’s office or through his or her mortgage impound account.
(h) That before any assessment contract or application (the “Pending Project”) is executed, the Partner has asked and the homeowner has confirmed that no Measures other than the Pending Project are underway, and has agreed, at any time before funding of the Pending Project, to inform Partner if homeowner has authorized any new Measures.
3. **Funding**

*Policy Summary:* PACE is a new form of financing that, while sharing some features of traditional financing, presents new considerations for financing capital sources and structures. Best practices counsel the Program to proactively solicit feedback from Program stakeholders and homeowners and incorporate things learned into policy improvements which benefit homeowners.

3.1. **Interest Rates.** It is the policy of the Program that Partners offer fixed simple interest rates and payments that fully amortize the obligation. Variable interest rates or negative amortization financing terms are not permitted.

3.2. **Sustainable Funding Source.** It is the policy of the Program that Partners establish a sustainable source of capital for funding PACE projects separate from the Authority’s general fund or budget and have access to capital markets to ensure funding for qualified projects is available on a consistent basis. A Partner must demonstrate the capacity to fund assessments that the Program and Partner anticipate originating through such Partner over a six (6) month period immediately following the Program’s review of such Partner’s financial statements.

3.3. **Subordination.** For Programs in states with senior lien PACE statutes, a Program and/or its Partners may accommodate owners of PACE assessed homes and prospective buyers of such homes by offering to subordinate certain of its/their rights derived from the PACE assessment lien to the lien of a mortgage or deed of trust. The subordination may provide the lien under a mortgage or deed of trust with senior rights such that the lender will be induced to provide a mortgage loan on a PACE-assessed property. The subordination option may be made available to homebuyers and homeowners in accordance with policy agreed upon by the PACE Program and the Partner.

3.4. **Contractor Fees.** It is the policy of the Program that Partners can only charge fees to contractors offering Program financing as long as Partners (i) clearly and conspicuously disclose such fees to homeowners and (ii) require that contactors absorb such obligations and not pass such fees on to homeowners.
4. OPERATIONS

Policy Summary: Operations refers to the staff, procedures, and systems that Partners use to deliver the Program to homeowners and provide them with ongoing support. For Partners, operational competence rests on the ability to perform well in a range of areas and disciplines, such as accounting, finance, capital markets, risk assessment, legal, compliance, government affairs, municipal engagement, training, marketing and sales, contractor engagement, business development, and corporate development. While each operating unit incorporates thoughtful and highly effective consumer protections in the work it produces, Operations is the gatekeeper responsible for assuring that the Program has the people, processes, tools and technology necessary to deliver to homeowners the Program financing product, as well as the consumer protections described in these Policies.

4.1. Operational Consumer Protection Policies. The Program and its Partners will provide people and develop processes, tools and technology necessary to support the consumer protection measures described in detail elsewhere in this policy, including: (i) risk and underwriting processes; (ii) terms and documentation delivery systems; (iii) documentation, maintenance and retrieval processes; (iv) disclosure development, delivery and acknowledgment receipt; (v) post-funding support for homeowners and other stakeholders such as real estate professionals; (vi) data security measures; (vii) privacy policy development and protections; (viii) marketing and communication oversight; (ix) protected class data and communication processes; (x) contractor management and engagement; (xi) eligible product database and/or list development and maintenance; (xii) implementation of the maximum financing amounts; (xiii) key metrics reporting; (xiv) closing and funding processes (including the ability to fulfill financing obligations); (xv) examination data production; and (xvi) implementation of procedures to identify and prohibit conflicts of interest within and associated with the Program.
5. POST-FUNDING HOMEOWNER SUPPORT

Policy Summary: A public/private partnership is at the core of the Program. This partnership carries with it elevated consumer protection responsibilities that apply to the Program with as much significance during the post-funding period as they do during the time of application and origination. Establishing and operating an executive office responsible for customer care that responds to inquiries, complaints, contractor and workmanship concerns, product performance questions and related matters for the lifecycle of the improvements financed is fundamental to the consumer protections that the Program provides.

5.1. Proactive Engagement. It is the policy of the Program that the Program and its Partners proactively monitor and test the consumer protections delivered to homeowners, and to request feedback from homeowners and contractors to identify areas in need of improvement.

5.2. Onboarding. It is the policy of the Program that Partners develop and implement a post-installation onboarding procedure for homeowners to reinforce key characteristics of the Program, such as those highlighted in the Program disclosures.

5.3. Payments. It is the policy of the Program that each Partner have disclosures and resources in place to resolve any homeowner questions regarding payments. The Program requires that each Partner implement procedures for responding to requests for partial or full prepayment of their PACE property tax assessment in a timely and complete manner, matters regarding impound account catch up payments, payment timing inquiries and payment amount reconciliation among others.

5.4. Inquiries and Complaints. It is the policy of the Program that its Partners receive, manage, track, timely resolve, and report on all inquiries and complaints from homeowners. This policy contemplates Partners have an ability to perform inspections, meet with homeowners and contractors, investigate matters, and mediate resolutions with homeowners and contractors. Partners must proactively work to resolve inquiries and complaints in a reasonable and timely manner and in accordance with the Program guidelines and must make communication for homeowners available during regular business hours by phone, email and facsimile communication.

5.5. Real Estate Transactions. It is the Program’s policy that Partners develop capabilities to assist homeowners who are refinancing or selling their Properties. The Partner must support real estate professionals providing services to refinance and sales transactions for properties with PACE assessments.
6. **DATA SECURITY**

*Policy Summary:* Trust is fundamental to any financing relationship, and Program financing is no exception. The public/private partnership at the center of the Program, as well as the confidential relationship homeowners have with a Program Partner mandate that any market-ready Program be in robust compliance with sturdy cyber-security standards, and in particular develop secure and tested processes that protect homeowner personal identifiable information at points of potential vulnerability, especially during the application process.

6.1. **Information Systems.** It is the policy of the Program that each Partner develop and comply with secure and tested processes to protect the personal identifiable information of the homeowner described in Section 7 below, including:

6.1.1. A cyber-security policy and protocol that, at a minimum, requires data encryption “during transmission” and “at rest,” and compliance with sturdy cyber-security standards.

6.1.2. A protocol for access to information based upon job function and need-to-know criteria.

6.1.3. Measures that protect the security and confidentiality of consumer records and information, including, without limitation, requiring all computers and other devices containing any confidential consumer information to have all drives encrypted with industry standard encryption software.

6.1.4. Monitoring and logging all remote access to its systems, whether through VPN or other means.

6.1.5. Data security policies that are subject to auditing and penetration testing conducted by an independent auditor hired by the Authority at least annually and any time a change is made that may have any potential impact on the servers, security policies or user rights.

6.1.6 Ensuring minimum viable configurations are in place on all servers. All firewalls should have continuous logging enabled. In addition, access control lists and audited server configurations should be used to ensure that data security is maintained.

6.2. **Personnel.** Each partner is responsible for:

6.2.1. Informing and enforcing compliance with the Program’s data privacy and security policies on the part of every employee, contractor, vendor, agent, service provider, representative, and associate who is exposed to personal identifiable information of homeowners.

6.2.2. Implementing protections and controls to prevent unauthorized copying, disclosure, or other misuse of sensitive consumer information.
7. **PRIVACY**

*Policy Summary:* The trusting and confidential relationship that exists between homeowners and the Program extends to the Partners’ use of homeowner data. Compliance with the Gramm-Leach-Bliley Act as well as the establishment of clear opt-in and opt-out protocols for information sharing are the pillars of the Program’s privacy policy. More broadly, the Program must protect and manage sensitive consumer information, respect the privacy of all homeowners, and implement robust controls to prevent unauthorized collection, use and disclosure of such information.

7.1. **Privacy Policy.** The Program obtains sensitive personal identifiable information (e.g., full name, home address, social security number, date of birth) from homeowners as part of the Program application process or through other homeowner touch points with the Program. It is the Program’s policy that each Partner develop and deliver to homeowners prior to receipt of such personal identifiable information, a privacy policy that complies with state and federal law (e.g., the Gramm-Leach-Bliley Act). The privacy policy must expressly prohibit sharing personal identifiable information with third parties without the homeowners’ express authorization except where expressly permitted by state and federal law. Such privacy policy will cover (i) the sources from which sensitive consumer information is obtained, (ii) the Partner’s use of sensitive consumer information, and (iii) a mechanism by which a consumer may opt-out of sharing information. The Partner will deliver to homeowners any updates to such privacy policies.

7.2. **Application Process.** It is the policy of the Program that all personal identifying information provided by a homeowner to a Partner during the application process is provided directly by the homeowner to the Partner. The Partners will establish processes and controls to ensure that personal identifiable information of a homeowner is obtained directly from such homeowner (or his verifiable legal representative or attorney in fact) and not from a contractor or other third party.
8. MARKETING & COMMUNICATIONS

Policy Summary: Clear, informative, truthful, balanced, transparent and complete communications are essential for the Program. The stakeholders of any Program include homeowners, contractors, the governing authorities, government officials and staff, investors, finance partners, real estate professionals, mortgage lenders, and its Partner(s) among others. Communications or acts and practices that mislead stakeholders, add ineligible expense to PACE financing or to the Program, abuse stakeholders, or otherwise fail to meet the core communication standards of appropriateness for the Program are not acceptable.

8.1. Prohibited Practices. The Program prohibits practices that are or could appear to be unfair, deceptive, abusive, or misleading, violate federal or state laws or regulations, provide tax advice, are in any way inappropriate, incomplete or inconsistent with the Program's. Marketing practices that are likely to add unnecessary expense to a, that unlawfully use sensitive consumer data or that violate any other law or regulation are prohibited. Partners and Registered Contractors that make marketing or sales telephone calls must not violate federal or state “Do-Not-Call” laws. Each Partner is responsible for developing and enforcing marketing practices that meet the approval of the Program.

8.2. Permitted Practices. It is the policy of the Program to adhere to all legal and regulatory requirements (e.g., telemarketing) pertaining to its advertising and marketing efforts. On the basis of providing clear and concise communication to consumers, any practice that promotes informed decisions on the part of homeowners and is not prohibited as described in section 8.1 above is permitted. The Partner is responsible for developing, delivering to and enforcing marketing guidelines for the Program's Registered Contractors that meet the approval of the Program Administrator. Any marketing materials that fall outside of marketing guidelines established must be approved by the Partner to ensure that they are not unfair, deceptive, abusive and/or misleading.

8.3. Tax Advice. It is the policy of the Program that no Partner, Contractor or other related third party who is not a tax expert may provide tax advice to homeowners regarding Program financing, including affirmative statements or claims as to the tax deductibility of the PACE payments. Homeowners are encouraged to seek the advice of an expert regarding tax matters related to the Program. The Program shall monitor and test the sales practices of employees and contractors to confirm adherence to the policy set forth in this Section 8.3.

8.4. Payments in Exchange for Financing. It is the policy of the Program that no Partner provide a direct cash payment or other thing of material value to a Registered Contractor
or Affiliated Individual (as those parties are defined in Section 10) in exchange for or related to such contractor or Affiliated Individual’s (i) signing up or continuing to work with such Partner or (ii) offering Program financing to a homeowner. For avoidance of doubt, the limitations provided in this Section 8.4 are not intended to prevent a Partner from either (A) paying for co-marketing materials that name the Partner and the Registered Contractor to whom such payment is made after the Partner receives receipt(s) from the Registered Contractor evidencing the amount spent on such co-marketing or (B) providing a Registered Contractor or Affiliated Individual with other non-cash things of value that by their nature directly contribute to the value of the Program.
9. **PROTECTED CLASSES**

*Policy Summary:* Each Partner must ensure compliance with all state and federal laws that cover individuals in protected classes, including those based on race, religion, color, marital status, gender, sexual orientation, national origin, citizenship, presence of children, disability, age, veteran status, participation in a public assistance program, or because an applicant has in good faith exercised any right under the Consumer Credit Protection Act. Heightened protections for homeowners over 64 years old, such as confirming understanding of financing terms and project specifications, is a specific requirement of the Program. Unintentional non-compliance will not excuse a failure to comply with all state and federal laws regarding protected classes.

9.1. **General.** The Program requires that Partners develop controls and methods to monitor and test compliance with all state and federal laws covering homeowners in protected classes.

9.2. **Elders.** Each Partner must develop and implement a protocol to ensure that all homeowners over 64 years of age understand the purpose of each Measure for which Program financing is available, and the terms of such financing as described in Section 2.4.

9.3. **Financing Application Access and Decisions.** It is the responsibility of the Partner to provide legally unbiased access to and decisions regarding Program participation to all applicants for Program financing.
10. REGISTERED CONTRACTOR REQUIREMENTS

Policy Summary: Contractors and their sales persons are one of the primary means by which homeowners become aware of Program participation options. Contractors and their sales persons enter into contracts with a Partner, and register with all relevant state and local licensing boards and agencies. Contractors are required to complete training courses, follow a code of conduct, maintain insurance, post bonds, follow marketing requirements, among other obligations, all of which are designed to assure positive and productive homeowner interaction with the Program.

10.1. Policies. It is the policy of the Program that all contractors who sell, install, or manage subcontractors who install eligible Measures will have become “Registered Contractors” by executing the Program’s Contractor Participation Agreement (the “PCPA”) and that all such contractors and all of their employees, entities, owners, partners, principals, and subcontractors (collectively, the “Affiliated Individuals”) meet the requirements of the PCPA, which include:

10.1.1. Compliance with any relevant state contractor code of conduct, a sample of which is attached hereto as Attachment ___;
10.1.2. Maintenance of an active license, and being in good standing, with any relevant state licensing board, as well as maintenance of insurance and an ability to meet bonding requirements;
10.1.3. Execution of the PCPA only by a person who is authorized to act on behalf of the Registered Contractor;
10.1.4. Oversight and management of employees, independent contractors and subcontractors who provide services to Registered Contractors accessing the Program;
10.1.5. Meeting all other state and local licensing, training and permitting requirements;
10.1.6. Compliance with the Program’s marketing policies; and
10.1.7. Ensuring all Affiliated Individuals register with the Program, including completing the Program’s identity verification procedures.

10.2. New Contractors. Regarding Registered Contractors new to the Program, it is the policy that the Partner:

10.2.1. Has a specified probationary period (i.e., place the new Registered Contractors on a watch list) until the new Registered Contractors have completed the required number of Measures;
10.2.2. Has procedures in place, during the Registered Contractor probationary period, to provide additional quality assurance steps for Measures completed by the Registered Contractors on the watch list; and
10.2.3. Has procedures in place to review Registered Contractor work to confirm satisfactory completion of projects conducted during the probationary period for which Program financing is used.

10.3 **Contractor Management.** It is the policy that the Partner implement contractor management systems and procedures that manage and track contractor training and compliance violations on an individual and company basis.

10.4 **Contractor Training.** It is the policy of the Program that each Partner make available contractor training regarding, at a minimum, the following: (i) the applicable contractor code of conduct terms as required by the Program, (ii) protected classes, including, without limitation, elder protection, and (iii) other consumer protection measures as required by the Program.

10.5 **Remedial Action.** Partners warn, suspend or terminate a Registered Contractor and/or Affiliated Individual from the Program based on violations of the Contractor Participation Agreement. The Program does not accept Program applications processed by suspended or terminated contractors and/or associated representatives.
11. ELIGIBLE PRODUCTS

Policy Summary: The Program enables and encourages homeowners to install Measures which are designed to save energy or water. The Program is responsible for implementing practices and controls (e.g., eligible product databases and product confirmation processes) to ensure that financing is used only for eligible Measures, and that it is not provided for ineligible ones. Program product eligibility criteria ensure that property owners are financing improvements which are industry recognized for achieving higher levels of home energy or water efficiency, or other state specific approved Measures. While the Program is responsible for confirming compliance with the initial capacities of such products, it is not responsible for determining post-installation energy performance, savings or efficacy of such Measures.

11.1. Policies. Consistent with the objectives of the PACE enabling legislation, it is the policy of the Program through consultation with the Partner and the Authority to:

11.1.1. Establish and maintain an eligible products database and/or list, documenting the associated eligibility specifications for each product that conform to the requirements outlined in Attachment __ hereto;

11.1.2. Define a process for adding to or modifying the eligible product database;

11.1.3. Ensure that eligible product energy efficiency/water efficiency/energy generation (as applicable) performance standards are calibrated and verified using performance criteria that the U.S. Department of Energy, U.S. Environmental Protection Agency, and/or other federal and state agencies or other reputable parties have established;

11.1.4. Use credible third party sources to determine the useful life of each installed product, which will be used to set the maximum term for financing from the Program; and

11.1.5. Require that each product is permanently affixed to the Property.

11.2. Procedures. It is the policy of the Program that the Partner establish procedures confirming that the homeowner applying for Program financing intends to install eligible products, and that at the time of funding such improvements have been installed.

11.3. Ineligible Products.

11.3.1. Financing of ineligible products under the Program is prohibited.

11.3.2. Products that are not included on the eligible products list or in the eligible products database can be submitted for review by the Program, if a homeowner has reason to believe they should have been included.
12. **MAXIMUM FINANCING AMOUNT**

*Policy Summary:* Many homeowners cannot readily access price information regarding the installation of energy efficiency, renewable energy and water conservation improvements for their homes, and cost often is a key economic consideration. While the Program does not set price controls, it implements a maximum financing amount ("MFA") procedure based upon the fair market value of the Measures. The MFA sets the ceiling for amounts that can be financed.

The Program's maximum financing amount policies provide as follows:

12.1. It is the policy of the Program to develop MFAs based on market data and each Partner's experience, but not to set pricing for installation of eligible products and projects. In evaluating project pricing, the Partner takes into account regional factors that may contribute to the pricing of improvements.

12.2. It is the policy of the Program that each Partner will, at a minimum, establish an MFA for each product type (e.g. for central air conditioners, solar PV systems, solar thermal systems and artificial turf).

12.3. Within each MFA, there is a low to high range of justifiable pricing, depending on the particular product within a product type (e.g. there may be different types of central air conditioners, solar PV systems, solar thermal systems and artificial turf). It is the policy of the Program that each Partner will establish product/project attribute related pricing rules, consistent with and in consideration of the key product pricing attributes provide in Attachment D hereto, that dictate what pricing within such low to high MFA range is justified.

12.4. It is the policy of the Program that each Partner establish processes and systems for purposes of enforcing the MFA rules (as described in Section 12.3) for every project.

12.5. A product may only be funded for an amount that is greater than the MFA for such product if the amount exceeding the MFA is justified by reasonable standards that are validated and documented through processes and systems acceptable to the Authority.
13. REPORTING

Policy Summary: Reporting the economic and environmental results of Program participation is essential for the Program, Partners, elected officials, environmental agencies, the investment community, the real estate and mortgage industry and many other stakeholders. Metrics such as economic stimulus dollars invested, greenhouse gas reduction, the number of Measures funded, the amounts funded, renewable energy production and energy savings serve this need. The Partner is responsible for producing, on a quarterly basis, a key metrics report.

13.1. Reporting Categories. It is the policy of the Program that Program statistics reporting and estimated impact metrics in the following categories be developed and reported quarterly to the Authority: (i) number of projects funded, (ii) project amount funded, (iii) estimated amount of energy savings, (iv) estimated amount of renewable energy produced, (v) estimated amount of water savings, (vi) estimated amount of greenhouse gas emissions reductions, and (vii) estimated number of jobs created.

13.2. Reporting Standards. It is the policy of the Program that all data collected for the quarterly metrics reports be developed and collected using standardized, third party verified methodologies. The methodologies and supporting assumptions and/or sources must be made available to the Authority by the Partner. It is the responsibility of the Partner to develop reports consistent with each of categories listed above and to test and verify the data collection and reporting methods and models used. All reports shall include only aggregate data, excluding any sensitive customer information.
14. **Closing & Funding**

Policy Summary: The Program provides limited purpose financing to homeowners, and not general purpose financing that is common among traditional sources of financing. The Program has front-end (e.g., eligible product call-in requirements) and pre-funding (e.g., completion certificates and permits) procedures designed to confirm that their financing dollars are used for permissible purposes. A policy requiring such procedures is essential to protect the integrity of the Program.

14.1. **Installation Completion Sign-off.** It is the policy of the Program to confirm, before funding, that the eligible products financed are installed, operational and in a condition that is acceptable to the homeowner and the contractor, and to require that the homeowner and the contractor attest to such by signing a document stating that all products have been installed to the homeowner’s satisfaction and in accordance with product specifications. It is the responsibility of the Partner to confirm any such document is signed within the maximum allowable installation time as specified by the Program.

14.2. **Permits.** It is the policy of the Program for homeowners seeking Program financing to obtain required permits for the installation of Measures and provide verification thereof upon request.

14.3. **Funding.** It is the policy of the Program to disburse funds only for projects that are complete.

14.4. **Recording.** It is the policy of the Program to record the Notice of Assessment and Payment of Contractual Assessment Required documentation in a manner consistent with state law.

14.5. **Asset verification.** It is the policy of the Program to confirm that product(s) listed on the Completion Certificate and for which Program financing has been provided have been installed and that the Partner develop and implement a randomized onsite inspection protocol acceptable to the Authority.