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

PLEDGE OF ALLEGIANCE - Led by Supervisor Vasquez

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

CONSENT AGENDA

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

165/2017 Office of Emergency Services: Adopt resolution proclaiming ongoing local emergency due to tree mortality.

167/2017 Office of Emergency Services: Adopt resolution proclaiming existence of ongoing local emergency due to floodwaters.

169/2017 Office of Emergency Services: Adopt resolution to proclaim ongoing local emergency due to Historic Rainfall.

172/2017 Office of Emergency Services: Adopt resolution proclaiming ongoing local emergency due to Oroville Dam Event.

269/2017 Health and Human Services: Approve amended and restated Joint Exercise of Powers agreement for California Automated Consortium Eligibility System, and Memorandum of Understanding between California Automated Consortium Eligibility System and the County of Yuba; and authorize Chair to execute. (Human Services Committee recommends approval)

273/2017 Health and Human Services: Approve Memorandum of Understanding with Sutter County Health and Human Services to conduct qualitative Federal Case Reviews and authorize Chair to execute. (Human Services Committee recommends approval)
BOARD OF SUPERVISORS  
REGULAR MEETING  

306/2017  Human Resources: Adopt Resolution revising Classification System - Basic Salary/Hourly Schedule in its entirety effective July 1, 2017 as it relates to the County Administrators recommended 2017-2018 Fiscal Year Budget.

307/2017  Board of Supervisors: Re-appoint Debra Coker to Wheatland Cemetery District as a Director with a term ending July 9, 2021.

304/2017  Health and Human Services: Authorize Director of Health and Human Services to enter into a Training Services Agreement with the Regents of the University of California, Davis.

SPECIAL PRESENTATIONS

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

PUBLIC COMMUNICATIONS

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

COUNTY DEPARTMENTS

295/2017  Administrative Services: Adopt resolution repealing and re-enacting section D-2 Credit Card Policy of the County’s Administrative Policies and Procedures Manual. (Five minute estimate)

302/2017  Health and Human Services: Approve agreement with Victor Community Support Services for Child and Family Team services for the term of July 1, 2017 through June 30, 2019; and authorize Chair to execute. (Five minute estimate)

ORDINANCES AND PUBLIC HEARINGS

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

282/2017  Public Hearing - Hold public hearing and adopt resolution adopting the 2017-2018 Fiscal Year Budget for Gledhill Landscaping and Lighting District. (Community Development and Services) (Five minute estimate)
283/2017 Public Hearing - Hold public hearing and adopt resolution adopting the 2017-2018 Fiscal Year Budget for Linda Street Lighting Maintenance District. (Community Development and Service Agency) (Five minute estimate)

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

CORRESPONDENCE

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

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

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

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


BOARD AND STAFF MEMBERS’ REPORTS

This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.

CLOSED SESSION

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

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

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

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

ADJOURN

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

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

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

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

ADJOURN

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board’s office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made two full business days before the start of the meeting. To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors at (530) 749-7510.
TO: Board of Supervisors
FROM: Emergency Operations Manager, Scott Bryan
SUBJECT: Approve resolution proclaiming an ongoing local emergency due to tree mortality.
DATE: July 11, 2017
NUMBER: 165/2017

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

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

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

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

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

Attachments: 165/2017: Tree Mortality Resolution
RESOLUTION:

THE BOARD OF SUPERVISORS
ADOPT A RESOLUTION
PROCLAIMING THE EXISTENCE OF
AN ONGOING LOCAL EMERGENCY
DUE TO TREE MORTALITY IN THE
COUNTY OF YUBA.

RESOLUTION NO.  

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of

Supervisors to proclaim the existence of a local emergency in the County when the County is

affected by the existence or threatened conditions of emergency or extreme peril to the safety of

persons and property within the County; and

WHEREAS, extreme peril to the safety and property have arisen in Yuba County,

caused by the widespread and rapidly increasing incidence of tree mortality; and

WHEREAS, unprecedented tree mortality is causing damage to the watershed and

emergency egress, and to County and other public and district facilities including, but not limited
to roads and structures, for which damages cannot yet be calculated; and
WHEREAS, local resources in Yuba County are faced with a disaster that exceeds their functional capabilities; and

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

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

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

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

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of an ongoing local emergency due to tree mortality; and
NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL
TO: Board of Supervisors
FROM: Emergency Operations Manager, Scott Bryan
SUBJECT: Adopt resolution to approve existence of ongoing local emergency due to floodwaters.
DATE: July 11, 2017
NUMBER: 167/2017

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

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

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

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

Attachments: 167/2017: Floodwaters Resolution
RESOLUTION:

THE BOARD OF SUPERVISORS
ADOPT A RESOLUTION
PROCLAIMING THE EXISTENCE OF
AN ONGOING LOCAL EMERGENCY
DUE TO FLOOD WATERS IN THE
COUNTY OF YUBA.

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

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

WHEREAS, Northern California has seen historical precipitation causing damage to public and private property, for which damages cannot yet be calculated; and
WHEREAS, local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

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

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of an ongoing local emergency due to flood waters from historical precipitation; and

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

__________________________
APPROVE AS TO FORM:
COUNTY COUNSEL
TO: Board of Supervisors

FROM: Emergency Operations Manager, Scott Bryan

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

DATE: July 11, 2017

NUMBER: 169/2017

Recommendation:

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

Background:

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

Discussion:

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

Fiscal Impact:

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

Attachments: 169/2017: Historic Rainfall Resolution
RESOLUTION:

THE BOARD OF SUPERVISORS
ADOPT A RESOLUTION
PROCLAIMING THE EXISTENCE OF
AN ONGOING LOCAL EMERGENCY
DUE TO HISTORIC RAINFALL IN THE
COUNTY OF YUBA.

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

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

WHEREAS, The State of California has seen historic precipitation causing damage to public and private property, for which damages cannot yet be calculated; and
WHEREAS, local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

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

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

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of an ongoing local emergency due to historic rainfall and flood waters; and

WHEREAS, this proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per Govt. Code Section 8630(d), this proclamation of emergency shall be terminated as soon as reasonably possible.
NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

__________________________
Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL
TO: Board of Supervisors
FROM: Emergency Operations Manager, Scott Bryan
SUBJECT: Approve resolution proclaiming an ongoing local emergency due to the Oroville Dam Event.
DATE: July 11, 2017
NUMBER: 172/2017

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

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

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

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

Attachments: 172/2017: Oroville Spillway Resolution
WHEREAS, in January and February of 2017 historic precipitation inundated the Yuba, Sutter and Butte County areas, including lakes, rivers, and streams therein; and

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

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

WHEREAS, mandatory evacuations were then ordered for the majority of the residents of Yuba County; and
WHEREAS, extreme peril to the safety and property has arisen in Yuba County, caused by the damage to the spillways at the Oroville dam and potential flooding within the County;

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

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

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

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

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

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

NOW, THEREFORE IT BE SOLVED, that the Board of Supervisors hereby Proclaims the existence of an on-going emergency in the County of Yuba; and
BE IT FURTHER RESOLVED that the Board of Supervisors shall review, at least every 30 days, until such emergency is terminated, the need for the continuing said emergency and the governing body shall proclaim the termination of the local emergency at the earliest possible date.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

______________________________
APPROVE AS TO FORM:
COUNTY COUNSEL

Courtney C. Other
TO: Board of Supervisors

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

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

DATE: July 11, 2017
NUMBER: 269/2017

Recommendation

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

Background

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

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

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

Committee Action:

The Human Services Committee recommended approval on June 27, 2017

Fiscal Impact:

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

Attachments

269/2017 CalACES Amended and Restated JPA
269/2017 CalACES MOU
CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT

Originally Adopted: December 1998
First Amended: June 2007
Second Amended: June 2010
Amended and Restated: September 2017
# CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM

## AMENDED AND RESTATED

## JOINT EXERCISE OF POWERS AGREEMENT

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AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

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

RECITALS:

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

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

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

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

WHEREAS, the thirty-five (35) Counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Monterey, Napa, Nevada, Plumas, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, and Yuba joined C-IV in June 2007 for the purpose of implementation of the automated welfare system in each of the thirty-five (35) Counties and on-going operation and maintenance of the automated welfare system ("C-IV System"); and
WHEREAS, in November 2012, Los Angeles County entered into an agreement with Accenture, LLP to implement the LEADER Replacement System ("LRS"), which replaces and integrates the functionality of multiple, disparate legacy systems of Los Angeles County while also streamlining case management of public assistance programs; and

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

"CalACES" means the complete collection of equipment, software, and network(s) for the automated welfare system to be used by all Members upon completion of the migration of the Members from the C-IV System and the LRS.
"Consortium" means the public entity known as the California Automated Consortium Eligibility System established pursuant to Article II of this Agreement.

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

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

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

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

"Members" means Member Counties collectively.

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

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

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

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

"State" means the State of California.

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

"Treasurer" means the Treasurer of the Consortium appointed pursuant to Section 3.03 (Treasurer).
persons who hold upper executive management positions in the social services department.

(ii) Individuals serving as Member Representatives shall serve while they retain their county offices or positions, and shall be deemed to have automatically resigned upon leaving that county office or position. The individual who succeeds in that county office or position on a regular or interim basis shall be automatically deemed the Member Representative. Upon change of title or reclassification of any Member Representative’s county office or position, the successor to the county Welfare Director position, or the Children and Family Services Director, if applicable, its equivalent position within the Member county, shall be deemed a replacement for the Member Representative.

(iii) Subject to the provisions of this Agreement, each Member Representative shall have a right to:

- Receive nomination for appointment to the Board.
- Serve on workgroups and committees or appoint designees to serve in their place.
- Recommend items for inclusion for consideration on the Board meeting agenda.
- Receive notice of Board meetings.
- Attend Board meetings.
- Vote on items.

(b) State Representative:

(i) The State shall have the right to select one person from among the following to serve on the Board as the representative of the State: the Director of the Office of Systems Integration or his/her designee, the Director of the Department of Social Services or his/her designee, or the Director of the Department of Health Care Services or his/her designee. This person shall be identified as the “State Representative.” The two other State departments not selected as the State Representative shall retain the right to attend all public sessions of the Board meetings.

(ii) The State Representative shall retain his or her State position while acting as State Representative.

(iii) The State Representative shall have a right to:

- Serve as an Ex Officio member of the Board.
- Receive notice of Board meetings.
- Attend Board meetings, excluding closed sessions.

(iv) The State Representative shall not have a right to vote on items put before the Member Representatives or the Board.

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

GENERAL PROVISIONS REGARDING PURPOSE, CREATION AND OPERATION OF CONSORTIUM

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

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

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

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

(a) Member Representative:

(i) With the exception of Los Angeles County, each Member shall be represented by its county Welfare Director, or person holding the equivalent position within that county, unless the Board of Supervisors of the Member appoints one of its board members to serve as the representative (either shall be referred to as "Member Representative"). With respect to Los Angeles County, this Member shall be represented by four (4) Member Representatives, which shall include its county Welfare Director, or person holding the equivalent position within the county, its Children and Family Services Director, or person holding the equivalent position within the county, and two (2) other
their respective Regions, one Director from each Region. Region 8, represented by Los Angeles County, shall have four (4) Directors, who shall be the four (4) Member Representatives from Region 8. For Regions comprised of more than one (1) county, each Director may designate a second Member Representative from within the Region to serve as an alternate Director ("Alternate Board Director"). For Regions comprised of only one (1) county, each Director may designate a county employee who holds an upper management position immediately below the county Welfare Director, or Children and Family Services Director, if applicable, within that Region to serve as an Alternate Board Director. Alternate Board Directors may only act in their Director's absence and shall exercise all rights and privileges of a Director.

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

(d) Appointments to the Board of Directors:

(i) No person shall hold the position of more than one (1) Director. Each Director and the State Representative shall serve for a term of one (1) year with terms running concurrent with the Fiscal Year.

(ii) Regions 1 through 7 will each appoint one (1) Director to serve on the Board. Region 8 will appoint four (4) Directors to serve on the Board. For Regions comprised of more than one county, these regions will nominate one or more candidates to serve on the Board. One Director from each Region will be elected by a majority vote of the Member Representatives for that Region who are present at a meeting of the Member Representatives held pursuant to Section 2.07 (Quorum; Required Votes; Approvals). No Member Representative shall be elected to hold the Director position unless he or she accepts the nomination from his or her Region.

(iii) Each Region shall notify the Secretary of their appointed Director(s) at least fourteen (14) days before the start of the next Fiscal Year. The Secretary will notify the Board of each Region’s Director(s) at the first Board meeting of each Fiscal Year.

(iv) The State shall notify the Secretary of the person it has selected to be the State Representative before the start of the next Fiscal Year. The Secretary will notify the Board of the State’s selection for the State Representative at the first Board meeting of each Fiscal Year.

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

(a) Regular Meetings:

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

(ii) Member Representatives. The Member Representatives shall hold regular meetings. They shall hold at least two regular meetings each Fiscal Year. The procedure for the
setting of regular meetings shall be fixed by action of the Member Representatives and contained in the Bylaws.

(b) Special Meetings: Special meetings of the Board, and of the Member Representatives, shall be called in accordance with the provisions of the Ralph M. Brown Act ("Brown Act"), section 54956 of the Government Code.

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

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

Section 2.07. Quorum; Required Votes; Approvals.

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

Notwithstanding the preceding paragraph, the following provisions shall apply:

(i) Member Representatives Concurrence. Recommended changes to this Agreement or to Memorandums of Understandings between the Consortium and the Members require the concurrence of the Member Representatives and may not be referred to Dispute Resolution. Concurrence is obtained by the affirmative vote of the Member Representatives pursuant to paragraph (b) of this section.

(ii) Dispute Resolution. Four (4) Directors or Alternate Board Directors from Regions 1 through 7 may request dispute resolution in the event that an affirmative vote would have carried but for the failure to obtain two (2) affirmative votes from Region 8, or three (3) Directors or Alternate Board Directors from Region 8 may request dispute resolution in the event that an affirmative vote would have carried but for the failure to obtain two (2) affirmative votes from Regions 1 through 7, resulting in a blocked vote ("Blocked Vote"). Upon a request for dispute resolution, the Board shall promptly select a neutral person ("Neutral") who is identified with the assistance of the Consortium’s legal advisor, to facilitate the resolution of the Blocked Vote through good faith negotiation, or through making a final and binding decision in favor of or against the Consortium action subject to the Blocked Vote in the event that resolution
is not reached through negotiation. In the event that the Board is unable to agree on
the selection of the Neutral, the Consortium’s legal advisor shall provide a list of five
(5) qualified persons from which the Neutral will be chosen. The Directors or Alternate
Directors from Regions 1 through 7, acting jointly, and the Directors or Alternate
Directors from Region 8, acting jointly, will alternately challenge two (2) of such
nominees, the party having the first challenge to be determined by lot. The remaining
nominee shall be accepted as the Neutral. Any person selected as a Neutral
hereunder shall be an attorney at law, or a retired judge, having practiced in the State
for at least five (5) years. The preference is that the list of qualified persons shall not
include a person having a principal place of business located within any Member
county, and shall not have been employed by, contracted with, or received any
payment or reimbursement from any Member within one (1) year prior to his or her
selection. In the event one or more qualified persons having a principal place of
business from outside the Member counties cannot be identified or agreed upon, the
Directors may consider and select a qualified Neutral having a principal place of
business within a Member county, but such Neutral shall not have been employed by,
contracted with, or received any payment or reimbursement from any Member within
one (1) year prior to his or her selection. The Neutral selected in accordance with this
section is hereby designated as the person to administer and execute this Agreement
pursuant to Government Code section 6506 for the limited purpose of resolving the
Blocked Vote through negotiation or a final and binding decision as provided herein.
Regions 1 through 7 shall select two (2) Directors or Alternate Board Directors to
represent those Regions, and Region 8 shall select two (2) of its Directors or Alternate
Board Directors to represent Region 8. Negotiations shall be commenced by notice
being delivered by the Directors or Alternate Board Directors requesting dispute
resolution to the other remaining Directors or Alternate Board Directors. The four (4)
Directors or Alternate Board Directors selected to participate in the dispute resolution
are obligated to meet within ten (10) business days after delivery of such notice at a
mutually acceptable time and place, and thereafter as often as they reasonably deem
necessary, to exchange relevant information and to attempt to resolve the Blocked
Vote. If the matter has not been resolved within 45 days of the initiating notice, or if
the parties fail to meet within ten (10) business days, the Neutral shall make a final
and binding decision in favor of or against the Consortium action subject to the
Blocked Vote, and the Board shall promptly take any Board action necessary to
implement the Neutral’s decision regarding the Blocked Vote. Any Member may bring
an action to enforce the provisions of this section.

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

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

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

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

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

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

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

ARTICLE III

OFFICERS AND EMPLOYEES

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

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

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

Section 3.04. Officers in Charge of Records, Funds and Accounts. Pursuant to section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts,
funds and money of the Consortium and all records of the Consortium relating thereto. The Secretary shall have charge of, handle and have access to all other records of the Consortium.

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

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

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

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

ARTICLE IV
POWERS

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

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

(a) to make and enter into contracts;
(b) to employ agents or employees;
(c) to sue and be sued in its own name;
(d) to incur debts, liabilities or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability or obligation of the Members;
(e) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State;
to invest any money in the treasury pursuant to section 6509.5 of the Act which is not required for the immediate necessities of the Consortium, as the Consortium determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to section 53601 of the Government Code; and

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

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

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

ARTICLE V
CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION

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

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

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

ARTICLE VI
INDEMNIFICATION AND INSURANCE

Section 6.01. Consortium Indemnification of Members. The Consortium shall indemnify, defend and hold harmless each of the Members, and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from the Consortium's acts, errors or omissions and for any costs or expenses incurred by the
Member(s) on account of any claim therefore, except where such indemnification is prohibited by law.

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

Section 6.03. Member's Liability for Negligence of its Employees and Contractors. Except as to Member county personnel dedicated to the Consortium on a "full time basis," as this term may be defined by further agreement between the Member and the Consortium, Member agrees to be individually liable for the negligence and willful misconduct of its employees, agents and contractors, including Member county personnel contributed to the Consortium on a part-time or ad hoc basis. As to Member county personnel contributed to the Consortium on a full time basis, Member county agrees to be jointly liable in the same proportion as the Member county's proportional share of the overall caseload of the Member county as provided in Welfare and Institutions Code section 10824 or any other successor statute. Except as expressed by this provision, the Member accepts no further liability either individually or collectively for the acts or omissions of the Consortium.

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

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

Section 6.06. Debts, Liabilities and Obligations.

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

(b) All debts, liabilities and obligations of Los Angeles County shall remain the sole responsibility of Los Angeles County. The debts, liabilities and obligations of Los Angeles County shall not be allocated to the thirty-nine (39) C-IV Counties, unless otherwise expressly agreed to.

(c) All debts, liabilities and obligations of each Member shall remain the individual responsibility of the Member, unless otherwise expressly agreed to.
ARTICLE VII
MISCELLANEOUS PROVISIONS

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

<table>
<thead>
<tr>
<th>County</th>
<th>Office</th>
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<tr>
<td>Alpine County</td>
<td>Director Health &amp; Human Services Department County of Alpine 75-A Diamond Valley Road Markleeville, CA 96120</td>
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<tr>
<td>Amador County</td>
<td>Director Department of Social Services County of Amador 10877 Conductor Blvd. Sutter Creek, CA 95685</td>
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<tr>
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<td>Director Department of Employment and Social Services County of Butte P.O. Box 1649 Oroville, CA 95965</td>
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<td>Calaveras</td>
<td>Director Health &amp; Human Services Agency County of Calaveras 509 E. St. Charles Street San Andreas, CA 95249-9701</td>
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<td>Del Norte</td>
<td>Director Department of Health &amp; Human Services County of Del Norte 880 Northcrest Drive Crescent City, CA 95531</td>
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<tr>
<td>El Dorado</td>
<td>Director Department of Health and Human Services Agency County of El Dorado 3057 Briw Road, Ste. A Placerville, CA 95667</td>
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<tr>
<td>Glenn</td>
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<td>Marysville, CA 95901</td>
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<tr>
<td>Consortium</td>
<td>Two Notices Required:</td>
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<td>Consortium’s Legal Advisor as identified in the Bylaws</td>
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<tr>
<td></td>
<td>AND</td>
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<td>Consortium's Secretary</td>
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</tbody>
</table>

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

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

Section 7.03. Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental agreements executed by mutual agreement of two-thirds (2/3) of the Boards of Supervisors of the Members hereto, which must include the mutual agreement of the Board of Supervisors from Los Angeles County.
Section 7.04. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

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

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

Section 7.07. Multiple Counterparts. This Agreement is executed in multiple counterparts, any one of which shall be deemed an original for any purpose.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF ALPINE

By: ________________________________
   Terry Woodrow, Chair
   Board of Supervisors

Date: ______________________________

Attest:

By: ________________________________

Approved As to Form
ALPINE COUNTY COUNSEL

By: ________________________________
   David Prentice

(Title)

Date: ______________________________

Page 20 of 59
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF AMADOR

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

Date: ________________

Attest:

By: ________________

Approved As to Form
AMADOR COUNTY COUNSEL

By: ________________
    Gregory Gillott

(Title)

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

COUNTY OF BUTTE

By: ____________________________
    Bill Connelly, Chair
    Board of Supervisors

Date: ____________________________

Attest:

By: ____________________________

Approved As to Form

BUTTE COUNTY COUNSEL

By: ____________________________
    Bruce Alpert

(Title)

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

COUNTY OF CALAVERAS

By: ________________________________
    Michael Oliveria, Chair
    Board of Supervisors

Date: ________________________________

Attest:

By: ________________________________

Approved As to Form
CALAVERAS COUNTY COUNSEL

By: ________________________________
    Julie Moss-Lewis

(Title)

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

COUNTY OF COLUSA

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

Date: __________________________________________

Attest:

By: __________________________________________

Approved As to Form
COLUSA COUNTY COUNSEL

By: __________________________________________
   Marcos Kropf
   (Title)

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

COUNTY OF DEL NORTE

By: _____________________________________________
   Chris Howard, Chair
   Board of Supervisors

Date: ____________________________

Attest:

By: ________________________________

Del Norte County Counsel

Approved As to Form

DEL NORTE COUNTY COUNSEL

By: ________________________________
   Elizabeth Cable

(Title)

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

COUNTY OF EL DORADO

By: ____________________________  
   Shiva Frentzen, Chair  
   Board of Supervisors

Date: ____________________________

Attest:

By: ____________________________

Approved As to Form
EI DORADO COUNTY COUNSEL

By: ____________________________  
   Michael Ciccozzi

______________________________  
   (Title)

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

COUNTY OF GLENN

By: __________________________
   Keith Corum, Chair
   Board of Supervisors

Date: __________________________

Attest:

By: __________________________

Approved As to Form
GLENN COUNTY COUNSEL

By: __________________________
   Alicia Ekland

(Title)

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

COUNTY OF HUMBOLDT

By: __________________________
   Virginia Bass, Chair
   Board of Supervisors

Date: __________________________

Attest:

By: __________________________

Approved As to Form
HUMBOLDT COUNTY COUNSEL

By: __________________________
   Hilary Finch

(Title)

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

COUNTY OF IMPERIAL

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

Date: ________________________________

Attest:

By: ________________________________

Approved As to Form

IMPERIAL COUNTY COUNSEL

By: ________________________________
    Katherine Turner

(Title)

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

COUNTY OF INYO

By: ________________________________  
Mark Tillemans, Chair  
Board of Supervisors

Date: ________________________________

Attest:

By: ________________________________

Approved As to Form
INYO COUNTY COUNSEL

By: ________________________________  
Marshall Rudolph

(Title)

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

COUNTY OF KERN

By: _______________________________
Zack Scrivner, Chair
Board of Supervisors

Date: _______________________________

Attest:

By: _______________________________

Approved As to Form
KERN COUNTY COUNSEL

By: _______________________________
Bryan Walters

(Title)

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

COUNTY OF KINGS

By: ____________________________________________
Craig Pedersen, Chair
Board of Supervisors

Date: ________________________________

Attest:

By: ____________________________________________

KINGS COUNTY COUNSEL

By: ____________________________________________
Colleen Carlson

(Title)

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

COUNTY OF LAKE

By: ____________________________
   Jeff Smith, Chair
   Board of Supervisors

Date: ____________________________

Attest:

By: ____________________________

Approved As to Form
LAKE COUNTY COUNSEL

By: ____________________________
   Anita Grant

______________________________
   (Title)

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

COUNTY OF LASSEN

By: ____________________________
    Aaron Albaugh, Chair
    Board of Supervisors

Date: ____________________________

Attest:
By: ____________________________

Approved As to Form
LASSEN COUNTY COUNSEL

By: ____________________________
    Bob Burns

(Title)

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

COUNTY OF LOS ANGELES

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

Date: ____________________________

Attest:

By: ____________________________

Approved As to Form

LOS ANGELES COUNTY COUNSEL

By: ____________________________
    Truc Moore

(Title)

Date: ____________________________

Page 35 of 59
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF MADERA

By: Max Rodriguez, Chair
    Board of Supervisors

Date:

Attest:

By:

Approved As to Form
MADERA COUNTY COUNSEL

By: Dale Bacigalupi

(Title)

Date:

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

COUNTY OF MARIN

By: ________________________________
    Judy Arnold, Chair
    Board of Supervisors

Date: ________________________________

Attest:

By: ________________________________

Approved As to Form
MARIN COUNTY COUNSEL

By: ________________________________
    Jenna Brady

(Title)

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

COUNTY OF MARIPOSA

Approved As to Form
MARIPOSA COUNTY COUNSEL

By: __________________________
    Marshall Long, Chair
    Board of Supervisors

By: __________________________

Date: __________________________

(Title)

Attest:

By: __________________________

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

COUNTY OF MENDOCINO

By: ________________________________
    John McCowen, Chair
    Board of Supervisors

Date: ________________________________

Attest:

By: ________________________________

Approved As to Form
MENDOCINO COUNTY COUNSEL

By: ________________________________
    Katharine Elliott

(Title)

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

COUNTY OF MERCED

By: ____________________________________________
    Derek McDaniel, Chair
    Board of Supervisors

Date: ____________________________________________

Attest:

By: ____________________________________________

Approved As to Form
MERCED COUNTY COUNSEL

By: ____________________________________________
    Claire Lai

(Title)

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

COUNTY OF MODOC

By: __________________________
Geri Byrne, Chair
Board of Supervisors

Date: __________________________

Attest:

By: __________________________

Approved As to Form
MODOC COUNTY COUNSEL

By: __________________________
Margaret Long

(Title)

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

COUNTY OF MONO

By: ________________________________
   Stacy Corless, Chair
   Board of Supervisors

Date: ________________________________

Attest:

By: ________________________________

Approved As to Form
MONO COUNTY COUNSEL

By: ________________________________
   Stacey Simon

(Title)

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

COUNTY OF MONTEREY

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

Date: ________________________________

Attest:

By: ________________________________

MONTEREY COUNTY COUNSEL

By: ________________________________
   Anne Brereton

(Title)

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

COUNTY OF NAPA

By: __________________________
Belia Ramos, Chair
Board of Supervisors

Date: __________________________

Attest:
By: __________________________

NAPA COUNTY COUNSEL

By: __________________________
Susan Altman

(Title)

Date: __________________________

Page 44 of 59
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF NEVADA

By: __________________________
Hank Weston, Chair
Board of Supervisors

Date: __________________________

Attest:
By: __________________________

Approved As to Form
NEVADA COUNTY COUNSEL

By: __________________________
Scott McLean

(Title)

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

COUNTY OF PLUMAS

By: ____________________________
   Lori Simpson, Chair
   Board of Supervisors

Date: ____________________________

Attest:

By: ____________________________

Approved As to Form
PLUMAS COUNTY COUNSEL

By: ____________________________
   R. Craig Settlemire
   (Title)

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

COUNTY OF RIVERSIDE

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

Date: ________________________________

Attest:

By: _______________________________________

RIVERSIDE COUNTY COUNSEL

Approved As to Form

By: _______________________________________
    Eric Stopher

(Title)

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

COUNTY OF SAN BENITO

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

Date: ________________________________

Attest:
By: ____________________________________________

Approved As to Form
SAN BENITO COUNTY COUNSEL

By: ____________________________________________
Irma Valencia

(Title)

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

COUNTY OF SAN BERNARDINO

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

Date: ____________________________

Attest:

By: ____________________________

Approved As to Form
SAN BERNARDINO COUNTY COUNSEL

By: ____________________________
   Kristina Robb

(Title)

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

COUNTY OF SAN JOAQUIN

By: Charles Winn, Chair
Board of Supervisors

Date: ____________________________

Attest:

By: ____________________________

Approved As to Form
SAN JOAQUIN COUNTY COUNSEL

By: Kimberly D. Johnson

(Title)

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

COUNTY OF SHASTA

By: ____________________________
   David Kehoe, Chair
   Board of Supervisors

Date: ____________________________

Attest:
By: ____________________________

Approved As to Form
SHASTA COUNTY COUNSEL

By: ____________________________
   Alan Cox

(Title)

Date: ____________________________

Page 51 of 59
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF SIERRA

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

Date: ____________________________

Attest: ____________________________

By: ____________________________

Approved As to Form
SIERRA COUNTY COUNSEL

By: ____________________________
    David Prentice

(Title)

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

COUNTY OF SISKIYOU

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

Date: __________________________________

Attest:

By: ___________________________________

Approved As to Form
SISKIYOU COUNTY COUNSEL

By: ___________________________________
Brad W. Sullivan

(Title)

Date: __________________________________

Page 53 of 59
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

COUNTY OF STANISLAUS

By: _________________________________
   Vito Chiesa, Chair
   Board of Supervisors

Date: _________________________________

Attest:

By: _________________________________

Approved As to Form
STANISLAUS COUNTY COUNSEL

By: _________________________________
   Carrie Stephens

(Title)

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

COUNTY OF SUTTER

By: _____________________________
   Jim Whiteaker, Chair
   Board of Supervisors

Date: _____________________________

Attest:

By: _____________________________

Approved As to Form
SUTTER COUNTY COUNSEL

By: _____________________________
   Jean Jordan

(Title)

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

COUNTY OF TEHAMA

By: ____________________________
Dennis Garton, Chair
Board of Supervisors

Date: ____________________________

Attest:

By: ____________________________

Approved As to Form
TEHAMA COUNTY COUNSEL

By: ____________________________
Sarah Dickinson

(Title)

Date: ____________________________

Page 56 of 59
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by
their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year
written.

COUNTY OF TRINITY

By: 

John Fenley, Chair
Board of Supervisors

Date: 

Attest:

By: 

Approved As to Form
TRINITY COUNTY COUNSEL

By: 

Margaret Long

(Title)

Date: 

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

COUNTY OF YUBA

By: _________________________________
   Randy Fletcher, Chair
   Board of Supervisors

Date: ________________________________

Attest:

By: _________________________________

Approved As to Form

YUBA COUNTY COUNSEL

By: _________________________________
   Courtney C. Smith
   Interim County Counsel
   (Title)

Date: 5/30/2017
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CALIFORNIA AUTOMATED
CONSORTIUM ELIGIBILITY SYSTEM AND THE
COUNTY OF YUBA

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

RECITALS

I. WHEREAS, the Consortium was previously known as the California Statewide Automated Welfare System Consortium IV (hereafter “C-IV Consortium”) with thirty-nine county members ("hereafter, collectively, “the 39 Counties”).

II. WHEREAS, the 39 Counties and Los Angeles County are or will be Members of the Consortium pursuant to the Amended and Restated Joint Exercise of Powers Agreement ("JPA Agreement"), with an effective date of September 1, 2017.

III. WHEREAS, the C-IV Consortium previously entered into an agreement with a primary vendor (hereafter “the C-IV Agreement”) to provide the necessary equipment and services for an automated system (hereafter “the C-IV System”) utilized by the 39 Counties.

IV. WHEREAS, Los Angeles County previously entered into an agreement with a primary vendor (hereafter “the LRS Agreement”) to provide the necessary equipment and services for an automated system known as the Leader Replacement System (hereafter “the LRS”).

V. WHEREAS, the Consortium’s purpose is to oversee the design, development, implementation, operation, maintenance and migration of the Members to an automated welfare system known
as the California Automated Consortium Eligibility System (hereafter “CalACES”) that will be jointly designed by the Members, as required by California Assembly Bill ABX1 16 (2011) and codified in Welfare and Institutions Code section 10823.

VI. WHEREAS, Los Angeles County will continue to use the LRS and the 39 Counties will continue to use the C-IV System until the migration of the Members to CalACES is complete.

VII. WHEREAS, the purpose of this MOU is to delineate the areas of understanding and agreement between the Consortium and the Members regarding matters related to the administration and fulfillment of the Consortium’s purpose.

VIII. WHEREAS, this MOU is conditioned on the Consortium entering into the same MOU terms and conditions with all other Members, and supersedes all prior MOUs concerning the same subject matter contained herein.

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

I. DEFINITIONS

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

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

1.2. "Central Equipment": Is that equipment for which the Consortium is authorized by the State of California to assume responsibility for refresh. The Consortium shall have responsibility to refresh (replace or upgrade) all such equipment. All equipment not designated as "Local Equipment" is Central Equipment. The physical...
1.3. "Consortium – Auditor-Controller Agreement": Is any agreement, as may be revised from time to time, between the Consortium and one of its Members to fulfill the fiscal and audit function as Auditor-Controller for the Consortium.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.19. "Primary Project Vendor Staff" : Employees, contractors
and agents of the Primary Project Vendor dedicated to the Project who are working on the System(s).

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

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

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

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

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

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

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

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

1.28. "Work Plan(s)": The plan and delineation of Tasks, Subtasks, activities and events to be performed, Deliverables to be
produced and associated resource requirements with regard to the Project as accepted and agreed upon between the Primary Project Vendor and the Consortium, subject to modification from time to time.

II. COUNTY

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

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

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

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

2.1.4. In the event of a dispute between the County and Consortium as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Consortium shall be consulted and a mutual determination thereof shall be made by both the County and the Consortium. However, the County, in an unresolved dispute, shall have final and conclusive determination as between the Parties hereto.
2.1.5. For and in consideration of the services to be performed by the County Personnel for the Consortium under this MOU, the Consortium shall pay the County for said services according to the hourly prevailing direct salary and employee benefit costs as determined by the County for the current applicable fiscal year. Annual rate adjustments shall be made pursuant to methods employed according to the policies and procedures established by the County.

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

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

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

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

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

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

2.1.12. Notwithstanding any provision hereof to the contrary, the County or the Consortium may return County Personnel back to County for any reason upon notice in writing to the other party of not
less than sixty (60) days prior thereto, unless the Parties agree otherwise.

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

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

III. **CONSORTIUM**

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

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

3.3. **Liability to County.** The Consortium agrees to be liable for any loss, destruction or damage caused by the Consortium to County
operation or property by Consortium. Upon such loss, destruction of, or damage the County shall notify the Executive Director and shall take all reasonable steps to protect against further loss, destruction, or damage caused by Consortium.

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

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

3.6. **Cooperation with County Risk Management Assessment.** The Consortium agrees to cooperate and share its records and information with the County as necessary for the County to conduct an adequate risk of liability assessment(s) and develop an appropriate risk
of liability management plan(s) as to Project activities occurring at County Sites and facilities or otherwise in connection with the County’s participation in the Consortium.

IV. MUTUAL RESPONSIBILITIES

4.1. Fiscal Responsibilities and Claiming

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

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

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

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

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

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

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

4.2. County Hardware and Software License Purchases.

4.2.1. This section pertains to County hardware and software purchases, initiated by the County that enables the County, to acquire Local Equipment and/or Software through the Consortium and to contribute to the cost of Central Equipment needed for County use. Any applicable terms, conditions, and limitations of any agreements
that provide for such purchases, shall remain applicable.

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

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

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

4.2.5. The Consortium Staff will authorize the purchase of the hardware and/or Software licenses after approval of the cost estimate from the Member. The Project Staff will ensure that the requested items are ordered in a timely manner and in compliance with the approved cost estimate.
4.2.6. All Local Equipment and hardware procured under this MOU will become County property unless otherwise agreed to by the Executive Director or designee and County. All Software licenses which are purchased by Consortium for use with the System(s) shall be retained by the Consortium and County will be granted permission to use the Software pursuant to such licenses, unless otherwise agreed to by the Executive Director or designee and County. County shall be responsible to Consortium for costs associated with acquisition of Software licenses required for County use which are purchased through the Consortium. The County will track and manage property in accordance with mutually agreed upon inventory and accounting practices and procedures identified in the System Operations and Support Plan (hereafter “SOSP”). If County and Consortium are unable to agree upon inventory and accounting practices and procedures, County shall track and manage property in accordance with its inventory and accounting practices and procedures. The Consortium shall provide operational support of all hardware in accordance with Consortium procedures and the county network model, unless otherwise agreed to by the Executive Director or designee and Member.

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

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

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

4.3. **Separate Services.**

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

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

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

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

4.6. **Sharing of Business Records.** Notwithstanding Section 2.4 (Fiscal Responsibilities and Claiming) herein, and that not otherwise limited/restricted/prohibited by law or applicable privilege, to ensure financial accountability of the Consortium and County, the Parties
agree to cooperate in the disclosure to the other Members all business records, including, but not limited to, certified copies of records of all accounts, funds and monies for the Project.

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

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

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

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

4.10. **Transfer of Impaired Devices.**

4.10.1. **Transfer of Impaired Devices.**

A. **Transfer of Impaired Devices.** County conveys, assigns and transfers to Consortium, and Consortium hereby accepts from County, all right, title and interest of County in and to all of the Impaired Devices on the terms and conditions set forth herein. County is responsible for removing all County Purchased Software and Data
prior to the transfer of an Impaired Device to the Consortium, to the extent possible. County hereby authorizes Consortium to remove any and all County Purchased Software and Data if County is unable to remove prior to transfer.

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

4.10.2. Transfer Events.

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

4.10.3. Disclaimers of Representations and Warranties.

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

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

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

4.10.4. Limitations of Liability and Exclusive Remedies.

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

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

4.10.5. Responsibility for Software Licenses.

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

Subject to the provisions of Section 4.2.6 herein, County shall retain all rights and obligations associated with any license to County
Purchased Software contained on any Impaired Device that County transfers to Consortium.

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

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

V. **TERM/TERMINATION/MODIFICATIONS**

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

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

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

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

5.5 **Entire Agreement/Amendments.** This MOU constitutes the entire MOU between the Parties hereto with respect to the subject matter hereof and all prior or contemporaneous MOUs or other
agreements of any kind or nature relating to the same shall be deemed merged herein. Except as provided herein, any modifications to, or termination of, this MOU must be in writing and signed by the Parties.

VI. MISCELLANEOUS PROVISIONS

6.1 Notices. Written notices provided hereunder shall be sufficient addressed to the offices listed below and shall be deemed given upon deposit in the U.S. mail, first class, postage prepaid.
IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: ________________

**Consortium:**

California Automated Consortium Eligibility System

By:

______________________________________________

______________________________, Chair

Board of Directors

Dated: ________________

**County:**

County of Alpine

By:

______________________________________________

Terry Woodrow, Chair

Board of Supervisors

**Approved As to Form**

Alpine County Counsel

By:

______________________________________________

David Prentice

(Title)

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

Dated: ________________

**Consortium:**

California Automated Consortium
Eligibility System

By:

________________________________________

________________________________________, Chair
Board of Directors

Dated: ________________

**County:**

County of Amador

By:

________________________________________

Richard M. Foster, Chair
Board of Supervisors

Approved As to Form
Amador County Counsel

By:

________________________________________

Gregory Gillott

________________________________________

(Title)

Attest:

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

Dated: ________________  

**Consortium:**

California Automated Consortium Eligibility System

By: 

__________________________________________

______________________________, Chair

Board of Directors

Dated: ________________  

**County:**

County of Butte

By: 

__________________________________________

Bill Connelly, Chair

Board of Supervisors

**Approved As to Form**

Butte County Counsel

By: 

__________________________________________

Bruce Alpert

__________________________________________

(Title)

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

Dated: ________________

**Consortium:**

California Automated Consortium
Eligibility System

By:

______________________________, Chair
Board of Directors

Dated: ________________

**County:**

County of Calaveras

By:

______________________________, Chair
Board of Supervisors

Approved As to Form
Calaveras County Counsel

By:

______________________________, Chair
Board of Supervisors

Attest:

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

Dated: ________________

**Consortium:**
California Automated Consortium Eligibility System

By:

__________________________
__________________________, Chair
Board of Directors

Dated: ________________

**County:**
County of Colusa

By:

__________________________
Gary J. Evans, Chair
Board of Supervisors

Approved As to Form
Colusa County Counsel

By:

__________________________
Marcos Kropf
(Title)

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

Dated: ________________

**Consortium:**

California Automated Consortium Eligibility System

By:

______________________________

______________________________, Chair
Board of Directors

Dated: ________________

**County:**

County of Del Norte

By:

______________________________

Chris Howard, Chair
Board of Supervisors

Approved As to Form
Del Norte County Counsel

By:

______________________________

Elizabeth Cable

______________________________

(Title)

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

Dated: ________________

Consortium:

California Automated Consortium Eligibility System

By:

__________________________
__________________________, Chair
Board of Directors

Dated: ________________

County:

County of El Dorado

By:

__________________________
Shiva Frentzen, Chair
Board of Supervisors

Approved As to Form
El Dorado County Counsel

By:

__________________________
Michael Ciccozzi

__________________________
(Title)

Attest:

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

Dated: ________________

**Consortium:**

California Automated Consortium
Eligibility System

By:

______________________________

______________________________, Chair

Board of Directors

Dated: ________________

**County:**

County of Glenn

By:

______________________________

Keith Corum, Chair
Board of Supervisors

**Approved As to Form**

Glenn County Counsel

By:

______________________________

Alicia Ekland

______________________________

(Title)

Attest:

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

Dated: ________________

**Consortium:**

California Automated Consortium
Eligibility System

By: __________________________________________

____________________, Chair
Board of Directors

Dated: ________________

**County:**

County of Humboldt

By: __________________________________________

Virginia Bass, Chair
Board of Supervisors

Approved As to Form
Humboldt County Counsel

By: __________________________________________

Hilary Finch

____________________
(Title)

Attest: _______________________________________

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

Dated: _________________

**Consortium:**

California Automated Consortium
Eligibility System

By:

______________________________

______________________________, Chair

Board of Directors

Dated: _________________

**County:**

County of Imperial

By:

______________________________

Michael W. Kelley, Chair

Board of Supervisors

Approved As to Form

Imperial County Counsel

By:

______________________________

Katherine Turner

(Title)

Attest:

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

Dated: ________________  

**Consortium:**

California Automated Consortium
Eligibility System

By: ____________________________

______________________________, Chair  
Board of Directors

Dated: ________________

**County:**

County of Inyo

By: ____________________________

Mark Tillemans, Chair  
Board of Supervisors

**Approved As to Form**

Inyo County Counsel

By: ____________________________

Marshall Rudolph

(Title)

Attest:

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

Dated: ________________

**Consortium:**

California Automated Consortium
Eligibility System

By: ____________________________
______________________________, Chair
Board of Directors

Dated: ________________

**County:**

County of Kern

By: ____________________________
Zack Scrivner, Chair
Board of Supervisors

Approved As to Form
Kern County Counsel

By: ____________________________
Bryan Walters

(Title)

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

Dated: ________________

**Consortium:**

California Automated Consortium
Eligibility System

By:

______________________________________

______________________________, Chair
Board of Directors

Dated: ________________

**County:**

County of Kings

By:

______________________________________

Craig Pedersen, Chair
Board of Supervisors

Approved As to Form
Kings County Counsel

By:

______________________________________

Colleen Carlson

(Title)

Attest:

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

Dated: ________________  

Consortium:

California Automated Consortium  
Eligibility System

By:  

__________________________________

_______________________________, Chair  
Board of Directors

Dated: ________________  

County:

County of Lake

By:  

__________________________________

Jeff Smith, Chair  
Board of Supervisors

Approved As to Form  
Lake County Counsel

By:  

__________________________________

Anita Grant  
(Title)

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

Dated: _____________  

Consortium:

California Automated Consortium  
Eligibility System

By:

__________________________

__________________________, Chair  
Board of Directors

Dated: _____________  

County:

County of Lassen

By:

__________________________

Aaron Albaugh, Chair  
Board of Supervisors

Approved As to Form  
Lassen County Counsel

By:

__________________________

Bob Burns

(Title)

Attest:

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

Dated: _____________

Consortium:

California Automated Consortium
Eligibility System

By:

____________________________________
____________________________________, Chair
Board of Directors

Dated: _____________

County:

County of Los Angeles

By:

____________________________________
Mark Ridley-Thomas, Chair
Board of Supervisors

Approved As to Form
Los Angeles County Counsel

By:

____________________________________
Truc Moore

____________________________________
(Title)

Attest:

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

Dated: _________________

**Consortium:**

California Automated Consortium Eligibility System

By:

______________________________

______________________________, Chair

Board of Directors

Dated: _________________

**County:**

County of Madera

By:

______________________________

Max Rodriguez, Chair

Board of Supervisors

**Approved As to Form**

Madera County Counsel

By:

______________________________

Dale Bacigalupi

______________________________

(Title)

Attest:

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

Dated: _____________

**Consortium:**

California Automated Consortium
Eligibility System

By:

__________________________

__________________________, Chair
Board of Directors

Dated: _____________

**County:**

County of Marin

By:

__________________________

Judy Arnold, Chair
Board of Supervisors

Approved As to Form
Marin County Counsel

By:

__________________________

Jenna Brady

(Title)

Attest:

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

Dated: _____________

**Consortium:**

California Automated Consortium
Eligibility System

By:

________________________

________________________, Chair
Board of Directors

Dated: _____________

**County:**

County of Mariposa

By:

________________________

Marshall Long, Chair
Board of Supervisors

Approved As to Form
Mariposa County Counsel

By:

________________________

Steven Dahlem

________________________

(Title)

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

Dated: _________________  

Consortium:

California Automated Consortium Eligibility System

By:

__________________________________________

__________________________________________, Chair

Board of Directors

Dated: _________________  

County:

County of Mendocino

By:

__________________________________________

John McCowen, Chair

Board of Supervisors

Approved As to Form

Mendocino County Counsel

By:

__________________________________________

Katharine Elliott

(Title)

Attest:

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

Dated: ________________  

**Consortium:**

California Automated Consortium  
Eligibility System  

By:  

__________________________  
__________________________, Chair  
Board of Directors  

Dated: ________________  

**County:**

County of Merced  

By:  

__________________________  
Derek McDaniel, Chair  
Board of Supervisors  

**Approved As to Form**  
Merced County Counsel  

By:  

__________________________  
Claire Lai  

__________________________  
(Title)  

Attest:  

__________________________  

Page 40 of 59
IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: ________________

**Consortium:**

California Automated Consortium
Eligibility System

By:

______________________________

______________________________, Chair
Board of Directors

Dated: ________________

**County:**

County of Modoc

By:

______________________________

Geri Byrne, Chair
Board of Supervisors

Approved As to Form
Modoc County Counsel

By:

______________________________

Margaret Long

(Title)

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

Dated: _________________

**Consortium:**

California Automated Consortium
Eligibility System

By:

________________________________________

__________________________, Chair
Board of Directors

Dated: _________________

**County:**

County of Mono

By:

__________________________
Stacy Corless, Chair
Board of Supervisors

Approved As to Form
Mono County Counsel

By:

________________________________________
Stacey Simon

(Title)

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

Dated: _________________  

**Consortium:**

California Automated Consortium  
Eligibility System

By:

__________________________

__________________________, Chair  
Board of Directors

Dated: _________________  

**County:**

County of Monterey

By:

__________________________

Mary L. Adams, Chair  
Board of Supervisors

Approved As to Form  
Monterey County Counsel

By:

__________________________

Anne Brereton  
(Title)

Attest:

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

Dated: ________________

**Consortium:**

California Automated Consortium
Eligibility System

By: ____________________________

______________________________, Chair
Board of Directors

Dated: ________________

**County:**

County of Napa

By: ____________________________

Belia Ramos, Chair
Board of Supervisors

**Approved As to Form**

Napa County Counsel

By: ____________________________

Susan Altman

__________________________
(Title)

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

Dated: ________________

Consortium:

California Automated Consortium
Eligibility System

By:

______________________________

______________________________, Chair
Board of Directors

Dated: ________________

County:

County of Nevada

By:

______________________________

Hank Weston, Chair
Board of Supervisors

Approved As to Form
Nevada County Counsel

By:

______________________________

Scott McLeran

(Title)

Attest:

______________________________

Page 45 of 59
IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: _________________

**Consortium:**

California Automated Consortium
Eligibility System

By: 

________________________________________

________________________________________, Chair
Board of Directors

Dated: _________________

**County:**

County of Plumas

By: 

________________________________________

Lori Simpson, Chair
Board of Supervisors

Approved As to Form
Plumas County Counsel

By: 

________________________________________

R. Craig Settlemire

___________________________
(Title)

Attest:

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

Dated: _____________  

**Consortium:**

California Automated Consortium  
Eligibility System  

By:  

_______________________________  

_______________________________, Chair  

Board of Directors

Dated: _____________  

**County:**

County of Riverside  

By:  

_______________________________  

John F. Tavaglione, Chair  

Board of Supervisors

Approved As to Form  

Riverside County Counsel

By:  

_______________________________  

Eric Stopher  

(Title)

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

Dated: _________________  

Consortium:

California Automated Consortium
Eligibility System

By: ____________________________

______________________________, Chair
Board of Directors

Dated: _________________  

County:

County of San Benito

By: ____________________________

Jaime De La Cruz, Chair
Board of Supervisors

Approved As to Form
San Benito County Counsel

By: ____________________________

Irma Valencia

______________________________
(Title)

Attest:

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

Dated: ________________

Consortium:

California Automated Consortium
Eligibility System

By:
______________________________

______________________________, Chair
Board of Directors

Dated: ________________

County:

County of San Bernardino

By:
______________________________

Robert A. Lovingood, Chair
Board of Supervisors

Approved As to Form
San Bernardino County Counsel

By:
______________________________

Kristina Robb

______________________________
(Title)

Attest:

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

Dated: _____________

**Consortium:**

California Automated Consortium
Eligibility System

By:

______________________________

______________________________, Chair
Board of Directors

Dated: _____________

**County:**

County of San Joaquin

By:

______________________________

Charles Winn, Chair
Board of Supervisors

Approved As to Form
San Joaquin County Counsel

By:

______________________________

Kimberly D. Johnson

(Title)

Attest:

______________________________

Page 50 of 59
IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: ________________

**Consortium:**

California Automated Consortium Eligibility System

By: ____________________________

______________________________, Chair

Board of Directors

Dated: ________________

**County:**

County of Shasta

By: ____________________________

David Kehoe, Chair

Board of Supervisors

Approved As to Form

Shasta County Counsel

By: ____________________________

Alan Cox

______________________________

(Title)

Attest:

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

Dated: ________________

Consortium:
California Automated Consortium
Eligibility System

By: 
____________________________________

____________________________________, Chair
Board of Directors

Dated: ________________

County:

County of Sierra

By:

____________________________________

Peter W. Huebner, Chair
Board of Supervisors

Approved As to Form
Sierra County Counsel

By:

____________________________________

David Prentice

____________________________________
(Title)

Attest:

____________________________________

Page 52 of 59
IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (MOU) to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be affixed, as of the day and year written.

Dated: ________________

**Consortium:**

California Automated Consortium
Eligibility System

By:

____________________________

____________________________, Chair
Board of Directors

Dated: ________________

**County:**

County of Siskiyou

By:

____________________________

Michael N. Kobseff, Chair
Board of Supervisors

**Approved As to Form**

Siskiyou County Counsel

By:

____________________________

Brad W. Sullivan

____________________________

(Title)

Attest:

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

Dated: ________________  

Consortium:

California Automated Consortium  
Eligibility System

By:

__________________________

__________________________, Chair
Board of Directors

Dated: ________________  

County:

County of Stanislaus

By:

__________________________

Vito Chiesa, Chair
Board of Supervisors

Approved As to Form  
Stanislaus County Counsel

By:

__________________________

Carrie Stephens

__________________________

(Title)

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

Dated: _________________

**Consortium:**

California Automated Consortium
Eligibility System

By:

__________________________

__________________________, Chair
Board of Directors

Dated: _________________

**County:**

County of Sutter

By:

__________________________

Jim Whiteaker, Chair
Board of Supervisors

**Approved As to Form**
Sutter County Counsel

By:

__________________________

Jean Jordan

__________________________

(Title)

Attest:

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

Dated: ________________  

**Consortium:**

California Automated Consortium
Eligibility System

By: ___________________________
   
   ____________________________, Chair
   
   Board of Directors

Dated: ________________

**County:**

County of Tehama

By: ___________________________
   
   ____________________________, Chair
   
   Board of Supervisors

Approved As to Form
Tehama County Counsel

By: ___________________________
   
   ____________________________
   
   (Title)

Attest:

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

Dated: ________________  

**Consortium:**

California Automated Consortium  
Eligibility System  

By: ____________________________  
   
   ____________________________, Chair  
   Board of Directors  

Dated: ________________  

**County:**  

County of Trinity  

By: ____________________________  
   
   ____________________________, Chair  
   Board of Supervisors  

**Approved As to Form**  
Trinity County Counsel  

By: ____________________________  
   
   ____________________________, (Title)  

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

Dated: ________________

Consortium:
California Automated Consortium
Eligibility System

By: ____________________________
______________________________, Chair
Board of Directors

Dated: ________________

County:
County of Tuolumne

By: ____________________________
Sherri Brennan, Chair
Board of Supervisors

Approved As to Form
Tuolumne County Counsel

By: ____________________________
Sarah Carrillo

(Title)

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

Dated: ________________

Consortium:
California Automated Consortium Eligibility System

By:
__________________________________________

__________________________________________, Chair
Board of Directors

Dated: ________________

County:
County of Yuba

By:
__________________________________________

Randy Fletcher, Chair
Board of Supervisors

Approved As to Form
Yuba County Counsel

By: ________________________________

Angil-Morris-Jones
Interim County Counsel

(Title)

Attest:
The County of Yuba

Recommendation

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

Background

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

Discussion

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

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

Fiscal Impact:

Approval of this request will not impact County general funds.

Attachments

273/2017 - MOU with Sutter County Health & Human Services Department
MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND
SUTTER COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

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

RECITALS

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

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

1. TERM

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

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

3. QUALITATIVE CASE REVIEWS

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

3.1 Staff conducting case reviews have successfully completed all components of the case review certification process and are certified to complete federal case reviews;

3.2 Cases are reviewed in accordance with the criteria described in the California Department of Social Services, Children and Family Services Division, Child Welfare Services Case Review Policies and Procedures Manual (http://www.childsworld.ca.gov/res/CFSR/CaseReviewPoliciesProceduresManual.pdf);

3.3 Case reviewers complete their reviews using an unmodified electronic version of the federal Child and Family Services Reviews Onsite Review Instrument (OSRI) published by the Administration for Children and Families;

3.4 Case reviews are submitted through the Online Monitoring System (OMS);

3.5 Cases are submitted for County level quality assurance (QA) as soon as practicable after entering in OMS by case reviewer;

3.6 That County level QA staff schedule meeting(s) with the reviewer to debrief the case, review the ratings and the reasons for the ratings. This is shared with County level QA staff in county where case originated.

4. CONFIDENTIALITY

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

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

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

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

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

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

Each party shall mitigate, to the extent practicable, any harmful effect that is known to each other of a use or disclosure of PHI/PII by each party in violation of the
requirements of this MOU or Federal, State, or local confidentiality laws or regulations.

5. DATA SECURITY

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

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

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

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

6. GENERAL PROVISIONS

6.1. This MOU constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the parties. This MOU may be amended only by the written, mutual consent of both parties.

6.2. It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services for a period of seven (7) years upon termination/expiration of this MOU. Therefore, the parties agree to retain such records for the recited seven (7) year period.

6.3. The Parties agree that their performance, place of business and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County of Yuba,
the County of Sutter, the State of California, and the United States
government.

6.4. The Parties agree to adhere to all health and safety standards as set
forth by the State of California and/or the County of Yuba and/or the
County of Sutter including standards set forth in the Injury and Illness
Prevention Program.

6.5. The Parties warrant that they are knowledgeable of the provisions of
the Child Abuse and Neglect Reporting Act (Penal Code section 11164
et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act
(Welfare and Institutions Code section 15600 et seq.) requiring
reporting of suspected abuse. The Parties agree that its employees will
execute appropriate certifications relating to reporting requirements.

6.6. The Parties warrant that they are knowledgeable of the provisions of
Government Code section 8350 et seq. in matters relating to providing
a drug-free work place. The Parties agree that its employees will
execute appropriate certifications relating to Drug Free Workplace.

6.7. YCHHSD shall defend, indemnify, and hold harmless SCHHSD, its
elected and appointed councils, boards, commissions, officers, agents
from and against any and all claims, causes of action, proceedings,
penalties, fines, losses, damages, costs, expenses or other liabilities of
whatever nature, including, without limitation, settlement costs and
reasonable attorney fees, court costs and other expenses incurred in
investigating, prosecuting or defending any claim or action, or any
threatened claim or action, which is based upon or arises out of or in
connection with the intentional or negligent acts or omissions of
YCHHSD in the performance of services rendered under this
agreement by YCHHSD, or any of YCHHSD's Officers, agents,
employees, contractors or subcontractors, including attorney's fees.

6.8. SCHHSD shall defend, indemnify, and hold harmless YCHHSD, its
elected and appointed councils, boards, commissions, officers, agents
from and against any and all claims, causes of action, proceedings,
penalties, fines, losses, damages, costs, expenses or other liabilities of
whatever nature, including, without limitation, settlement costs and
reasonable attorney fees, court costs and other expenses incurred in
investigating, prosecuting or defending any claim or action, or any
threatened claim or action, which is based upon or arises out of or in
connection with the intentional or negligent acts or omissions of
SCHHSD in the performance of services rendered under this
agreement by SCHHSD, or any of SCHHSD's Officers, agents,
employees, contractors or subcontractors, including attorney's fees.
6.9. The Parties shall produce and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the respective Parties, their agents, representatives, employees or subcontractors.

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

7. TERMINATION

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

8. NOTICES

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

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///
Notices shall be addressed as follows:

If to YCHHSD:

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

With a copy to:

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

If to SCHHSD:

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

With a copy to:

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

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

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: ____________________________  
   Jennifer Vasquez, Director

Date: __________________________

YUBA COUNTY BOARD OF SUPERVISORS

By: ____________________________  
   Chair

Date: __________________________

INSURANCE PROVISIONS
APPROVED

Jill Abel,  
Human Resources Director & Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

Angil P. Morris-Jones

ATTEST: DONNA STOTTLEMEYER  
YUBA COUNTY CLERK OF THE BOARD
TO: Board of Supervisors

FROM: Human Resources and Organizational Services, Jill Abel

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

DATE: July 11, 2017

NUMBER: 306/2017

RECOMMENDATION:

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

DISCUSSION:

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

1. **Probation Peace Officer Association (PPOA):** A 2% COLA and a 2.5% equity adjustment for the Juvenile Corrections Officer series and a 2% equity adjustment for the Deputy Probation Officer series.

2. **MSA:** A 2% COLA for all classifications and a 1% equity adjustment for specified classifications that were below the mean based on classification comparisons in the surrounding Counties of Butte, Sutter, Nevada, and Yolo.
3. **DSA:** A 2% COLA for all classifications and equity adjustments for specified classifications that were below the mean based on classification comparisons in the surrounding Counties of Butte, Sutter, Nevada, and Yolo. The equity adjustments are as follows: An 8% equity adjustment for Deputy Sheriff and Deputy Sheriff Trainee classifications; a 2% equity adjustment for the Correctional Officer classification; a 3% equity adjustment to the District Attorney Investigator classification; a 2.5% equity adjustment for the Welfare Fraud Investigator classification; and a 1% equity for the Evidence Technician and Public Dispatcher classifications.

4. **Non-Represented Units:** Consistent with previous agreements for Safety employees, benefits are typically applied to Non-Represented Safety employees (Managers, Department Heads and Elected Officials) consistent with their employees’ respective affiliation. A 2% COLA for all classifications in the Non-Represented Safety Management classifications. In addition to the 2% COLA, the Non-Represented Safety Management in the Probation Department (excluding the Deputy Superintendent) shall receive a 2% market adjustment. The Sheriff’s Captain shall receive a 3% equity adjustment in addition to the 2% COLA.

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

**COMMITTEE ACTION:** None – Administrative only

**FISCAL IMPACT:** None – Administrative only

**ATTACHMENTS**

Resolution Adopting the Classification System – Basic Salary/Hourly Schedule in its entirety
July 2017 Salary Schedule with Merit-Longevity
July 2017 Extra Help Salary Schedule
July 2017 Elected Salary Schedule
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

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

RESOLUTION NO. ____________

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

IN ITS ENTIRETY AS SET FORTH IN ATTACHMENT “A”

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the ______ day of ____________________________, 2017 by the following votes:

AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST:  Donna Stottlemyer
           Clerk of the Board

APPROVED AS TO FORM:  Courtney Abril
           County Counsel

By: ________________________________

By: [Signature]
## Classification System - Basic Salary/Hourly Schedule

**EFFECTIVE DATE:** July 2017

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<th>MINIMUM HOURLY RATE</th>
<th>PRIOR TO 7/1/13</th>
<th>POST 7/1/13</th>
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## Classification System - Basic Salary/Hourly Schedule

**Yuba County**

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

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# Yuba County
## Classification System - Basic Salary/Hourly Schedule

**Effective Date:** July 2017

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### Classification System - Basic Salary/Hourly Schedule

**EFFECTIVE DATE:**  July 2017

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**YUBA COUNTY**

**Classification System - Basic Salary/Hourly Schedule**

**EFFECTIVE DATE:**  July 2017

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## YUBA COUNTY
### Classification System - Basic Salary/Hourly Schedule

**EFFECTIVE DATE: July 2017**

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

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**PAY RATE**
- PRIOR TO 7/1/13
- POST 7/1/13

**LONGEVITY**
- PRIOR TO 7/1/13
- POST 7/1/13

- **SACR-1** SUBSTANCE ABUSE COUNSELOR I
  - 3,157 18.21 3,839 22.15 4,105 23.68 5,020 28.96 4,262 24.59
- **SACR-2** SUBSTANCE ABUSE COUNSELOR II
  - 3,553 20.50 4,321 24.93 4,619 26.65 5,650 32.60 4,797 27.68
- **SPIN** SUPERINTENDENT OF INSTITUTIONS
  - 7,005 40.41 8,519 49.15 9,107 52.54 11,138 64.26 9,457 54.56
- **SACO** SUPERVISING ANIMAL CARE SERVICES OFFICER
- **SUBO** SUPERVISING BUILDING OFFICIAL
  - 5,217 30.10 6,344 36.60 6,783 39.13 8,296 47.86 7,043 40.63
- **SCMG** SUPERVISING CASE MANAGER
  - 3,553 20.50 4,321 24.93 4,619 26.65 5,650 32.60 4,797 27.68
- **SVRN** SUPERVISING CORRECTIONAL FACILITY RN
  - 6,535 37.70 7,061 40.74 8,636 49.82 7,332 42.30
- **SUPO** SUPERVISING DEPUTY PROBATION OFFICER
  - 5,374 31.33 6,535 37.70 6,987 40.31 8,545 49.30 7,255 41.86
- **SJCO** SUPERVISING JUVENILE CORRECTIONS OFFICER
  - 3,866 22.30 4,702 27.13 5,026 29.00 6,147 35.46 5,220 30.12
- **SJCO-A** SUPERVISING JUVENILE CORRECTIONS OFFICER
  - 4,197 24.21 4,619 26.65 5,650 32.60 4,797 27.68
- **SLOA** SUPERVISING LEGAL OFFICE ASSISTANT
  - 6,535 37.70 7,061 40.74 8,636 49.82 7,332 42.30
- **SUME** SUPERVISING MECHANIC
  - 3,999 23.07 4,633 28.06 5,199 29.99 6,359 36.69 5,399 31.15
- **SUOA** SUPERVISING OFFICE ASSISTANT
  - 6,535 37.70 7,061 40.74 8,636 49.82 7,332 42.30
- **SPHN** SUPERVISING PUBLIC HEALTH NURSE
  - 8,278 47.76 8,850 51.06 10,824 62.45 9,190 53.02
- **SPHN-1** SUPERVISING PUBLIC HEALTH NURSE I
  - 8,278 47.76 8,850 51.06 10,824 62.45 9,190 53.02
- **SPHN-2** SUPERVISING PUBLIC HEALTH NURSE II
  - 8,278 47.76 8,850 51.06 10,824 62.45 9,190 53.02
- **SUFI** SUPERVISING WELFARE FRAUD INVESTIGATOR
  - 4,197 24.21 4,619 26.65 5,650 32.60 4,797 27.68
- **SMCK-1** SUPPLY/MAIL CLERK I
  - 2,027 11.69 2,465 14.22 2,636 15.21 3,223 18.59 2,737 15.79
- **SMCK-2** SUPPLY/MAIL CLERK II
  - 2,216 12.78 2,695 15.55 2,881 16.62 3,524 20.33 2,992 17.26
- **SSSU** SUPPORT SERVICES SUPERVISOR
  - 3,350 19.33 4,074 23.50 4,355 25.13 5,327 30.73 4,523 26.09
- **SYSA** SYSTEMS SUPPORT ANALYST
  - 3,252 18.76 3,955 22.82 4,228 24.39 5,171 29.83 4,391 25.33

**6/22/2017**

*Page 15 of 17*
## YUBA COUNTY
### Classification System - Basic Salary/Hourly Schedule
#### EFFECTIVE DATE:  July 2017

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TO DETERMINE AN EMPLOYEE'S MONTHLY SALARY:

1ST: Step 1 through 5 (Index Rates Between 1.0000 and 1.2160) are Merit. Index Rates above 1.2160 are Longevity Steps.

2ND: Determine the # of Years of Service Completed or Step Rate at time of hire.

3RD: In the Step Index Table: Refer to the "Step" or "Yrs of Service" column and get the corresponding "Index Rate".

4TH: Refer to the Classification System - Basic Salary Schedule and find current title of position. Multiply the "Index Rate" by the 'Base' of the position. Round up to the nearest whole dollar.

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MERIT

LONGEVITY

(YEARLY BASE)

EMPLOYEES HIRED BEFORE 7/1/13

MERIT / LONGEVITY STEP INDEX

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<td>5</td>
<td>1.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>1.25</td>
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<tr>
<td>7</td>
<td>1.30</td>
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<td></td>
</tr>
<tr>
<td>8</td>
<td>1.35</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EMPLOYEES HIRED ON OR AFTER 7/1/13

MERIT / LONGEVITY STEP INDEX

<table>
<thead>
<tr>
<th>Step</th>
<th>Index Rate</th>
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<tbody>
<tr>
<td>1</td>
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<tr>
<td>2</td>
<td>1.05</td>
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</tr>
<tr>
<td>6</td>
<td>1.25</td>
</tr>
<tr>
<td>7</td>
<td>1.30</td>
</tr>
</tbody>
</table>

Please Note:

All classifications listed in this schedule may also be utilized in an Extra Help (Unit 0) capacity.

Bilingual Pay: Some positions may qualify for an additional $125 per month, Unit 6 an additional $100 per month and Unit 7 an additional $70 per month for bilingual pay.

Confidential Pay: Classifications in Unit 11 or Unit 0 hired on or after 11/1/14 receive $250 per month. Current Unit 11 employee's confidential pay will be frozen at the current rate effective 12/31/14 or increased to $250 effective 1/1/15 whichever is greater (or whichever benefit is higher).
### Classification System Hourly Schedule
**EFFECTIVE DATE:** July 1, 2017

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>OT CODE</th>
<th>WC CODE</th>
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<td>AIDE</td>
<td>10.50</td>
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<td></td>
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</tr>
<tr>
<td>CORRECTIONAL MEDICAL OFFICER</td>
<td>113.38</td>
<td>119.05</td>
<td>125.00</td>
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<td>137.81</td>
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<td>13.68</td>
<td>14.36</td>
<td>15.08</td>
<td>15.83</td>
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<tr>
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<td>14.38</td>
<td>15.10</td>
<td>15.86</td>
<td>16.65</td>
<td>17.48</td>
<td>N</td>
<td>9410</td>
<td>1438</td>
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<tr>
<td>GENERAL WORKER</td>
<td>10.50</td>
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<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>JUVENILE CORRECTIONS AIDE</td>
<td>13.09</td>
<td>13.74</td>
<td>14.43</td>
<td>15.15</td>
<td>15.91</td>
<td>N</td>
<td>9410.PB</td>
<td>1309</td>
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<tr>
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<td>21.35</td>
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<td>RESERVE DEPUTY SHERIFF LEVEL IA</td>
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<tr>
<td>RESERVE DEPUTY SHERIFF LEVEL II</td>
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<tr>
<td>RESERVE DEPUTY SHERIFF LEVEL III</td>
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<td>YOUTH WORKER</td>
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</table>
YUBA COUNTY ELECTED OFFICIALS  
Classification System - Basic Salary Schedule  
EFFECTIVE DATE: July 2017

<table>
<thead>
<tr>
<th>CODE</th>
<th>CLASSIFICATION</th>
<th>BARG UNIT</th>
<th>BASE</th>
<th>OT CODE</th>
<th>WC CODE</th>
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<tbody>
<tr>
<td>ASSR</td>
<td>ASSESSOR</td>
<td>10</td>
<td>8,508</td>
<td>E</td>
<td>9410</td>
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<tr>
<td>AUCO</td>
<td>AUDITOR-CONTROLLER</td>
<td>10</td>
<td>8,508</td>
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<tr>
<td>COCR</td>
<td>COUNTY CLERK-RECORDER</td>
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<tr>
<td>DATY</td>
<td>DISTRICT ATTORNEY</td>
<td>10</td>
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<tr>
<td>SHCO</td>
<td>SHERIFF-CORONER</td>
<td>10</td>
<td>10,890</td>
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<tr>
<td>SUPV</td>
<td>SUPERVISOR*</td>
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<td>4,305</td>
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<tr>
<td>TRTA</td>
<td>TREASURER-TAX COLLECTOR</td>
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</table>

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

ELECTED LONGEVITY STEP INDEX (BU 10)

<table>
<thead>
<tr>
<th># of Yrs Served</th>
<th>Index Rate</th>
<th># of Yrs Served</th>
<th>Index Rate</th>
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<tbody>
<tr>
<td>Less than 1</td>
<td>1.2160</td>
<td>16</td>
<td>1.3800</td>
</tr>
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<td>17</td>
<td>1.3950</td>
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<td>&quot; 2</td>
<td>1.2160</td>
<td>18</td>
<td>1.4100</td>
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<tr>
<td>&quot; 3</td>
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<td>19</td>
<td>1.4250</td>
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<td>&quot; 4</td>
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<tr>
<td>15</td>
<td>1.3650</td>
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<td></td>
</tr>
</tbody>
</table>

TO DETERMINE AN ELECTED'S MONTHLY SALARY:

1ST: Determine the # of Years of Service Completed.

2ND: In the Step Index Table: Refer to the "Yrs of Service" column and get the corresponding "Index Rate".

3RD: Refer to the Classification System - Basic Salary Schedule and find current title of position. Multiply the "Index Rate" by the 'Base' of the position. Round up to the nearest whole dollar.

6/21/2017
The County of Yuba

Board of Supervisors

TO: Board of Supervisors
FROM: Clerk of the Board of Supervisors, Donna Stottlemyer
SUBJECT: Re-appoint Debra Coker to Wheatland Cemetery District as a Director with a term ending July 9, 2021.
DATE: July 11, 2017
NUMBER: 307/2017

Recommendation

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

Background

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

Discussion

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

Committee Action:

None required.

Fiscal Impact:

None due to appointment.
TO: Board of Supervisors

FROM: Health and Human Services Department
Jennifer Vasquez, Director

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

DATE: July 11, 2017

NUMBER: 304/2017

Recommendation

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

Background

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

Discussion

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

Committee Action

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

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

Attachments

304/2017 - UC Davis Agreement
Training Services Agreement

This Agreement is made this __ day of __________, ______ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and __YUBA COUNTY__ ("User").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
   a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
   b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.

2. Term. The term of this agreement shall be from July 1, 2017 through June 30, 2018. All courses must be completed by June 30, 2018.

3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.

4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.
5. **Fee & Payment.** User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User’s receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.

6. **Indemnification.** Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

7. **Insurance.** University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
   a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars ($1,000,000).
   b. Auto Liability including non-owned automobiles, with a minimums as follows:
      1) Bodily injury
         a) Per person $1,000,000
         b) Per accident $1,000,000
      2) Property damage $1,000,000
   c. Workers Compensation insurance in accordance with California state law.
   d. Employer’s Liability coverage in the amount of one million dollars ($1,000,000).

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

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

8. **Confidentiality of information about individuals.** University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.

9. **Use of University name.** User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.
10. **Relationship of parties.** It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.

11. **Notice addresses.** All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

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

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

   **Additional University:**
   
   Center for Human Services  
   UC Davis Extension  
   1632 DaVinci Ct  
   Davis, CA 95618

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

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

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

13. **Assignment.** This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.

14. **Nondiscrimination.** University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition;
political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

15. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer of employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.

16. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

17. **Headings.** The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

18. **Severability of Terms.** In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.

19. **Governing Law.** The laws of the State of California shall govern this agreement.

20. **Integrated Agreement.** This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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

YUBA COUNTY

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

FEIN: 94-6036494

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES
COUNTY COUNSEL

INSURANCE PROVISIONS APPROVED:

[Signature]
Jill Abel, Human Resources Director and Risk Manager
1. 14.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.

2. University will provide the following:
   b. Instructional and student services.
   c. Instructional materials.
   d. Evaluation and feedback.
   e. Continuing education credit.
   f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
   g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
   h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)

3. User will provide the following:
   a. Training facility and audio-visual equipment.
   b. On-site coordination of training.

Total cost of training under this agreement is $59,500.00
University’s in-kind contribution $5,950.00
User’s share of cost $53,550.00
VENDOR ASSURANCE OF COMPLIANCE WITH
THE YUBA COUNTY
WELFARE DEPARTMENT

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

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

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

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

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

________________________________________   _______________________________________
Date                                               Vendor/Contractor Signature

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

CR50-Vendor Assurance of Compliance (08/13/01)
June 28, 2017

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

Dear Council Members:

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

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

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

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

Sincerely,

Marina Cavanagh
SA Project Director
SEXUAL ASSAULT AWARENESS MONTH JULY 2017

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

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

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

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

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

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

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

NOW, THEREFORE, the Yuba County Board of Supervisors supports and recognizes the important work done by sexual assault programs, and proclaims in the month of July 2017 that “No Means No.” Women and men working together can make a difference in the fight against sexual assault and gender violence in our community.
TO: Board of Supervisors
FROM: Administrative Services, Doug McCoy
SUBJECT: Administrative Services - Adopt resolution repealing and enacting section D-2 the Credit Card Policy in the County’s Administrative Policies and Procedures Manual
DATE: July 11, 2017
NUMBER: 295/2017

Recommendation

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

Background

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

Discussion

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

Committee Action: (Omit if to Committee)

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

Fiscal Impact:
There is no fiscal impact resulting from this action.

Attachments

295-2017 Revised D-2 County Credit Card Policy
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

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

Resolution No. ____________

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

By:

Randy Fletcher, Chair

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

Approved As To Form:
Courtney Abril, Interim County Counsel
COUNTY OF YUBA
PURCHASING CARD USER AGREEMENT

DEPARTMENT: __________________________ Date: ____________

Card User’s Name: __________________________ Phone: ____________
(Please print)

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

Initial:

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

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

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

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

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

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

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

_____ I understand that the Yuba County Auditor’s office will audit the use of this card and
should I violate the terms of the Purchasing Cardholder Agreement, I will reimburse the
County of Yuba for all charges improperly authorized by me to the Purchasing Card and all
costs incurred by the County of Yuba related to the collection of such charges.

Cardholder’s Signature: __________________________ Date: ________________

Department Head Signature: __________________________ Date: ________________
## CREDIT CARD POLICY

**Date Approved:** 02/19/08  
**Revised Date:** TBD

### PROCEDURE:

1. **Applicability**

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

2. **Purpose**

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

3. **Authorized Use**

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

   The primary use of the credit card is for expenses associated with travel on official county business. Travel expenses include airline reservations/tickets, hotel/motel accommodations, rental car, fuel for rental car, meals, and conference fees. Costs associated with training, training and reference materials needed for official county business, which do not require travel are also allowed.

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

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

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

A. Auditor-Controller or designee is responsible for:

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

Settling accounts with the financial institution sponsoring the credit card.

Processing of payments to the sponsoring financial institution.

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

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

B. Purchasing Agent is responsible for:

Participating in the selection of the credit card provider.

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

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

Approval of all requests for credit cards.

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

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

C. Department Heads/Elected Officials are responsible for:

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

Attending a training session prior to being issued a card and receiving instruction in the uses and restrictions of the credit card. The purpose of the training session is to ensure that each department is familiar with the policies and procedures and to answer any questions regarding use of the card.
Ensuring that credit card procedures are understood by employees using the card. The card shall only be used by employees for purchases directed by the Department Head under the provisions of the Credit Card Policy and approved for County business only. Each card user must sign a Purchasing Card User Agreement, a copy of which will be kept on file in the department.

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

D. All cardholders are responsible for:

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

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

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

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

5. Termination of Card Use

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

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

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

6. Purchasing Card User Agreement

The Purchasing Card User Agreement must be reviewed and signed by all credit card users. See Attachment A.
COUNTY OF YUBA
PURCHASING CARD USER AGREEMENT

DEPARTMENT: ________________________________ Date: ___________

Card User’s Name: ________________________________ Phone: ___________
(Please print)

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

Initial:

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

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

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

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

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

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

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

_____ I understand that the Yuba County Auditor’s office will audit the use of this card and
should I violate the terms of the Purchasing Cardholder Agreement, I will reimburse the
County of Yuba for all charges improperly authorized by me to the Purchasing Card and all costs incurred by the County of Yuba related to the collection of such charges.

Cardholder’s Signature: _____________________________ Date: ______________

Department Head Signature: _________________________ Date: ______________
The County of Yuba
Health and Human Services Department

TO: Board of Supervisors

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

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

DATE: July 11, 2017
NUMBER: 302/2017

Recommendation:

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

Background:

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

Discussion:

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

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

Fiscal Impact:

Approval of this Agreement will not impact County General Funds.

Attachments:

302/2017 - Victor Community Support Services Agreement
AGREEMENT FOR
PROFESSIONAL SERVICES

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

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2017

Termination Date: June 30, 2019

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

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

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

Victor Community Support Services, Child and Family Team, FY 17/19
3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

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

8. ATTACHMENTS.

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

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

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

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

"COUNTY"
COUNTY OF YUBA
Chair
Yuba County Board of Supervisors

"CONTRACTOR"
VICTOR COMMUNITY SUPPORT SERVICES
Monte Cameron,
Chief Financial Officer

RECOMMENDED FOR APPROVAL:

Jennifer Vasquez, Director
Yuba County Health and Human Services Department

APPROVED AS TO FORM:

Courtney C. Abril,
Interim County Counsel

INSURANCE PROVISIONS APPROVED:

Jill Abel, Human Resource Director and Risk Manager

Victor Community Support Services, Child and Family Team, FY 17/19
ATTACHMENT A

SERVICES

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

A.1.1 The Family Advocate shall:

A.1.1.1 Within forty-eight (48) hours of receipt of initial referral from the COUNTY Social Worker (SW) or Deputy Probation Officer (DPO) begin the process of seeking and engaging with available natural supports and community resources to create the Child and Family Team (CFT).

A.1.1.2 Complete a connection map with the youth, SW and/or DPO in an effort to identify and locate all potential CFT members.

A.1.1.3 Orient all natural supports to the CFT process including purpose, philosophy and logistics.

A.1.1.4 Assess what location would be most suitable for the CFT meeting.

A.1.1.5 Submit the CFT team members and resources contact sheet to the court SW or DPO as part of the Jurisdiction Hearing.

A.1.1.6 After the initial Detention Hearing, immediately make a referral to the CFT Facilitator to begin coordination of the initial CFT. The referral will include the initial connection map and contact sheet.

A.1.1.7 Meet quarterly with HHSD Program Manager to discuss trends, challenges and practices to better serve the youth, families, support individuals, and team members.

A.1.2 The Facilitator shall:

A.1.2.1 Coordinate with the Family Advocate to schedule the initial CFT meeting within fourteen (14) days of the initial Detention Hearing. Location of the meeting will be based upon the family needs upon review of the connection map and contact sheet.

A.1.2.2 Conduct the initial and follow up CFT meeting utilizing the Yuba County Child and Family Team structure of engaging youth, family members and ancillary individuals so the family's input and needs are considered when completing a Child and
Family Team Meeting Success Plan (Attachment I) that will inform the initial case plan. The plan will include the following:

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

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

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

A.1.3 The COUNTY SW/DPO shall:

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

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

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

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

A.1.3.5 Be responsible for making referrals for CFTs as needed, but no less than forty (45) days prior to every scheduled six (6) month review hearing.
A.2 CONTRACTOR REPORTS.

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

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

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

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

A.3 TIME SERVICES RENDERED.

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

A.4 MANNER SERVICES ARE TO BE PERFORMED.

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

A.5 FACILITIES FURNISHED BY COUNTY.

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

PAYMENT

B.1 COUNTY shall pay CONTRACTOR for performance of services outlined in Attachment A.

B.1.1 BASE CONTRACT FEE. In no event shall total compensation paid to CONTRACTOR under Provision B.1 exceed Three Hundred Nine Thousand Nine Hundred Twenty Dollars ($309,920.00) for Fiscal Year 2017-2018 and Three Hundred Nine Thousand Nine Hundred Twenty Dollars ($309,920.00) for Fiscal Year 2018-2019 for a maximum amount payable of Six Hundred Nineteen Thousand Eighty-Four Dollars ($619,840.00) without a formal written amendment to this Agreement approved by both parties.

B.1.2 CONTRACTOR shall submit a request for payment after completion of services no later than the tenth (10th) day of the month following provision of service, in accordance with Attachment J — Invoice Format; with back-up documentation (i.e. copy of payroll ledger, monthly check stub, etc) and the number of CFT's per month, Number of Natural Supports thru Family Finding, Number of follow up CFT's per month and copies of Customer Satisfaction Surveys.

B.1.3 For services rendered in June during the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment J - Invoice Format, based upon the estimated costs of services to be rendered no later than June 10th. CONTRACTOR shall submit a final invoice based on actual costs of services rendered no later than the tenth (10th) day of the month following the provision of services. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

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

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

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and unenforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

C.2 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code Section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code Section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR’S employees will execute appropriate certifications relating to reporting requirements.

C.3 DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code Section 8350 et seq. in matters relating to providing a drug-free workplace. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to drug-free workplace.

C.4 INSPECTION. CONTRACTOR’S performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

C.5 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the CDSS, Civil Rights Bureau, website: http://www.cdss.ca.gov/civilrights/ and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C.6 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
C.7 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.8 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY’S Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excepts and transcriptions.

C.9 ACCEPTANCE. All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within twenty-four (24) hours after personal or telephonic notice by the COUNTY’S representative on items affecting essential use the facility, safety, or the preservation of property, and within ten (10) days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C.10 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, and documents developed or modified under this Agreement.

C.11 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.sam.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

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ATTACHMENT D

GENERAL PROVISIONS

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

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two (2) independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

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

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

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

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

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

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

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

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

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

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

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.
D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR’S profession.

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

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

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

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

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

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

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

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

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.
D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

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

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

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

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

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

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

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

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

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

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

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

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

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

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

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

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

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

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

If to "COUNTY":

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

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

With a copy to:

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

If to "CONTRACTOR":

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

INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work.
or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

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

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

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

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

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

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

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

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

E.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR’s obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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ATTACHMENT F
COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

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

F.2 DEFINITIONS.

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

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

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

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

F.3 BACKGROUND.

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

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

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

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

F.4 PROVISIONS.

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

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

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

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

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

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

F.4.2.5 Not leaving unattended or accessible to unauthorized individuals; and
F.4.2.6 Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

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

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

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

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

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

F.4.8 NOTIFICATION OF BREACH.

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

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

Yuba County Privacy Officer
Phone: (530) 749-6311
E-Mail: securityincidents_YCHHSD@co.yuba.ca.us
Fax: (530) 749-6281
F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy-two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

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

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

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

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

F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR’s policies should articulate all safeguards in place for the COUNTY’s confidential information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing confidential information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.
F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: 6-26-17

CONTRACTOR

Monte Cameron, CFO

(Print Name and Title)
ATTACHMENT G

AUTHORIZATION FOR RELEASE/RECEIPT OF INFORMATION

☐ VTC ☐ VCSS (Check one)

AUTHORIZATION FOR RELEASE/RECEIPT OF INFORMATION

CLIENT INFORMATION:

LAST NAME: \_______\ FIRST NAME: \_______\ MIDDLE INITIAL: \_______\

ADDRESS: \_______\ CITY/STATE/ZIP CODE: \_______\ DATE OF BIRTH: \_______\

AUTHORIZATION DETAILS:

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

Name: \_______\ Phone: \_______\

Address: \_______\ 

Release To:

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

Address: 103 D Street, Marysville, CA 95901 \_______\ 

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

☐ Evaluation ☐ Treatment/Planning/Operations ☐ Other: \_______\

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

☐ Entire Record ☐ Dates and Provider of Medical, Neurological

☐ Diagnosis ☐ Assess. Lab Tests, e.g., EEG, EKG, etc.

☐ Discharge Summary ☐ Results of Testing

☐ Evaluations/Assessments ☐ Social History/Treatment Planning

☐ Legal Information ☐ Other:

Describe: \_______\ 

EXPIRATION OF AUTHORIZATION

This authorization expires on \_______\, or one year from the signature date below.

(HPAA Form 03-01—April 14, 2003) (Revised Date—November 15, 2011)
CLIENT RIGHTS and RESPONSIBILITIES

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

ACKNOWLEDGEMENT

I am the individual to whom the requested information/record applies, or the parent or legal guardian of a minor, or the legal guardian of a legally incompetent adult. I declare under penalty of perjury in accordance with 28 C.F.R. § 16.410(2004) that I have examined all the information on this form, and on any accompanying statements or forms, and it is true and correct to the best of my knowledge. I understand that anyone who knowingly or willfully seeking or obtaining access to records about another person under false pretenses is punishable by a fine. I also understand that any applicable fees must be paid by me.

_________________________________________ Date: ____________ / _______ / ________
Signature of Client

_________________________________________ Date: ____________ / _______ / ________
Signature of Parent, Guardian or Conservator

_________________________________________ Date: ____________ / _______ / ________
Witness Signature

REVOCA TION OF AUTHORIZATION

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

Name of Client ____________________________ Signature of Client Revoking Authorization ______________

Name of Parent/Guardian _____________________ Signature of Parent/Guardian Revoking Authorization ______________
### ATTACHMENT H
### CHILD FAMILY TEAM REFERRAL FORM

#### Yuba County Child Family Team Referral Form

**Family Information**

Children being discussed at meeting:

- Child 1:
  - Caregiver:
  - Address:
  - Phone:
  - DOB:

- Child 2:
  - Caregiver:
  - Address:
  - Phone:
  - DOB:

- Child 3:
  - Caregiver:
  - Address:
  - Phone:
  - DOB:

- Mother:
  - Address:
  - Phone:
- Father:
  - Address:
  - Phone:
- Other Relative:
  - Address:
  - Phone:
- Other Relative:
  - Address:
  - Phone:
- Other Relative:
  - Address:
  - Phone:

- FFA/STRTP SW Name:
  - Address:
  - Phone:
  - Email:

- SW/DPO Name:
  - Address:
  - Phone:
  - Email:

- Family has been told what a CFT is
- Release of Information has been signed

**Safety Concerns:**

- Children age 5 and under in the family
- Child Medically Involved
- Intellectual Disabilities (ID)/Intellectual Developmental Disabilities (IDD)
- History of Alcohol or Drug Abuse
- Mental Health Issues
- Family/Child(ren) involved in counseling
- Physical/Sexual/Emotional Abuse Issues
- Domestic Violence Issues
- Placement Concern
- Housing Concern:
  - Child has educational concerns
  - School System:
  - Child has behavioral concerns:
  - Additional Comments:
  - ICWA

- Child has educational concerns
  - School System:
  - Child has behavioral concerns:
  - Additional Comments:
  - ICWA

- Next Court Date:
  - Hearing Type:

- Tribal Affiliation:

- Provider:
  - Child Medically Involved
  - Provider:
  - Youth Provider
  - Youth Parent
  - Parent Provider
  - Caregiver
  - Child has educational concerns
  - School System:
  - Child has behavioral concerns:
  - Additional Comments:
  - ICWA
  - Hearing Type:
# CFT MEETING SUCCESS PLAN

**Yuba County CFT Meeting Success Plan**

<table>
<thead>
<tr>
<th>Facilitator:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Advocate:</td>
<td></td>
</tr>
<tr>
<td>Case Name:</td>
<td>Date:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
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<td>Action Plan/Step for Each Goal:</td>
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<td>Comments:</td>
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By signing below, I acknowledge that:
- I participated in the Child Family Team Meeting
- I will be provided a copy of the Child Family Team Meeting Success Plan

<table>
<thead>
<tr>
<th>Print Last Name, First Name</th>
<th>Signature</th>
<th>Date</th>
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### Contractor’s Name and Address
Victor Community Support Services, Inc.  
Doug Scott, Chief Executive Officer  
1360 East Lassen Avenue  
Chico, CA 95973-7823

### Contact Name and Telephone Number
Rachel Pena-Roos, Executive Director  
103 D Street  
Marysville, CA 95901  
Phone: (530) 671-3427  
Email: rproos@victor.org

<table>
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<th>Program</th>
<th>Month/Year</th>
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<td>Child and Family Team Services</td>
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Please complete the following before submitting invoice for payment.

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<td>Number of CFTs Completed:</td>
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<tr>
<td>Number of Natural Supports identified through Family Finding:</td>
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<tr>
<td>Number of Satisfaction Surveys completed:</td>
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**Total Monthly Payment $25,826.67**

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

---

**Authorized Signer**

**Date**

Mail original and back-up documentation to:  
Yuba County Health & Human Services Department  
Attention: Administration/Finance Division  
Post Office Box 2320  
Marysville, CA 95901
ATTACHMENT K

VENDOR ASSURANCE OF COMPLIANCE WITH THE YUBA COUNTY WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

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

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

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

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

Date: 6-26-17
Contractor’s Signature: [Signature]

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

CR50-Vendor Assurance of Compliance (08/13/01)
The County of Yuba
Community Development and Services Agency

TO: Board of Supervisors
FROM: Community Development and Services Agency, Michael Lee
SUBJECT: Community Development and Services Agency: Adopt resolution adopting the budget for Gledhill Landscaping and Lighting District.
DATE: June 27, 2017
NUMBER: 282/2017

Recommendation

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

Background

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

Discussion

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

Committee Action: (Omit if to Committee)

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

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

Attachments

282 Resolution Adopting Budget
RESOLUTION ADOPTING BUDGET
FOR GLEDHILL LANDSCAPING AND
LIGHTING DISTRICT

RESOLUTION NO. __________

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

________________________
Chairman

ATTEST: DONNA STOTTLMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: ________________________________

COURTNEY ABRIL
INTERIM YUBA COUNTY COUNSEL
APPROVED AS TO FORM: __________
Attachment 1

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

<table>
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<tr>
<th>ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>REQUEST 2017-2018</th>
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ESTIMATED REVENUE

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<th>ACCOUNT DESCRIPTION</th>
<th>REQUEST 2017-2018</th>
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<td>TOTAL</td>
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Recommendation

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

Background

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

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

Discussion

Streets and Highways Code Section 5830.1 requires lighting maintenance assessments to be levied pursuant to Chapter 6.1 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the Government Code (The Benefit Assessment Act of 1982). Government Code Section 54717, subdivision © authorizes the Board of Supervisors to annually determine the cost of the service, which is financed by the assessment, and by ordinance or resolution, determine and impose the assessment.
The proposed assessment for fiscal year 2017-2018 is $12 per unit, the same as for fiscal year 2016-2017. The assessments will provide revenue needed to operate the district for fiscal year 2017/2018.

Committee Action: (Omit if to Committee)

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

Fiscal Impact:

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

Attachments

283 Resolution Adopting Budget
BEFORE THE BOARD OF SUPERVISORS 
OF THE COUNTY OF YUBA

RESOLUTION ADOPTING BUDGET 
FOR LINDA STREET LIGHTING 
MAINTENANCE DISTRICT 

RESOLUTION NO. __________

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

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

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____________________________ 
Chairman

ATTEST: DONNA STOTTLEMEYER 
CLERK OF THE BOARD OF SUPERVISORS

COURTNEY ABRIL 
INTERIM YUBA COUNTY COUNSEL
APPROVED AS TO FORM:
Attachment 1

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

<table>
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<tr>
<th>ACCOUNT NUMBER</th>
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<td>785-9985-431-23-00</td>
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**ESTIMATED REVENUE**

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Use Fund Carryover       $263,696.00
TO: Board of Supervisors
FROM: Community Development and Services Agency, Michael Lee
SUBJECT: Community Development and Services Agency: Adopt resolution adopting the County Service Area Assessment Summary.
DATE: June 27, 2017
NUMBER: 285/2017

Recommendation

Adopt the County Service Area Assessment Summary.

Background

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

Discussion

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

Fiscal Impact:

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

Attachments
285 CSA Summary
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<th>ASSESSMENT PER LOT - IMPROVED</th>
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2,988,528.87
Notice of Public Workshops for the 2018 Joint Triennial Review of the Water Quality Control Plans for the Sacramento River and San Joaquin River Basins and the Tulare Lake Basin

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

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

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

Date: 16 August 2017  
Time: 1:00 pm  
Place: Central Valley Water Board office  
1685 E Street  
Fresno, CA 93706

Date: 23 August 2017  
Time: 1:00 pm  
Place: Central Valley Water Board office  
11020 Sun Center Drive, Suite 200  
Rancho Cordova, CA 95670

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

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

KARL E. LONGLEY ScD, P.E., CHAIR | PAMELA C. CREEDON P.E., BCEE, EXECUTIVE OFFICER
11020 Sun Center Drive #200, Rancho Cordova, CA 95670 | www.waterboards.ca.gov/centralvalley
NOTICE OF PUBLIC WORKSHOPS

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

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

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

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

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

http://www.waterboards.ca.gov/resources/email_subscriptions/req5_subscribe.shtml

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

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

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

ADAM LAPUTZ, Assistant Executive Officer

9 June 2017
NOTICE OF PUBLIC HEARING
Concerning
Amendments to Reformat the Water Quality Control Plan for
the Sacramento River and San Joaquin River Basins and the
Water Quality Control Plan for the Tulare Lake Basin

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

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

- **Date:** 10 to 11 August 2017 (Please contact staff two weeks prior to the meeting for the exact date.)
- **Time:** 8:30 am
- **Place:** Central Valley Water Board office
  11020 Sun Center Drive, Suite 200
  Rancho Cordova, CA 95670

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

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

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

Copies of these documents can also be obtained by contacting or visiting the Central Valley Water Board’s offices at 11020 Sun Center Drive, #200, Rancho Cordova, California 95670-6114 or 1685 E Street, Fresno, California 93706-2007 weekdays between 8:00 a.m. and 5:00 p.m. Confirmation of the hearing date and any questions regarding the proposed amendments should be directed to Betty Yee at 916-464-4643 or betty.yee@waterboards.ca.gov. To continue receiving notifications regarding these amendments, you must subscribe to the “Basin Plan Triennial Review for the Sacramento & San Joaquin River Basins” mailing list through our webpage at: http://www.waterboards.ca.gov/resources/email_subscriptions/reg5_subscribe.shtml or by sending a written request to Ms. Betty Yee at the above postal or email address.
Written comments must be submitted by 17 July 2017 to Ms. Betty Yee at the above postal or email address. Written comments received after this date will not be accepted. Staff will review comments received and prepare responses and final recommendations for the Board to consider during its August 2017 Board meeting.

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

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

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

ADAM LAPUTZ, Assistant Executive Officer

9 June 2017
6/21/2017

VIA CERTIFIED MAIL

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

RE: AT&T Mobility Site - 10090446 – CVL00989 – SCRMCAY006 – 15358 OREGON HILL RD, DOBBINS, California 95935

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

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

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

Sincerely,

[Signature]

Attachment

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

<table>
<thead>
<tr>
<th></th>
<th>Project Location:</th>
<th>Modification</th>
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<tbody>
<tr>
<td>1-9</td>
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<tr>
<td></td>
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<td></td>
<td>Site Name:</td>
<td>SCRMCAY006</td>
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<tr>
<td></td>
<td>Site Address:</td>
<td>15358 OREGON HILL RD, DOBBINS, California 95935</td>
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<td></td>
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<td>YUBA</td>
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<tr>
<td></td>
<td>Assessor's Parcel Number:</td>
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<tr>
<td></td>
<td>Latitude:</td>
<td>39-23-19.0</td>
</tr>
<tr>
<td></td>
<td>Longitude:</td>
<td>121-10-39.4</td>
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<table>
<thead>
<tr>
<th></th>
<th>Project Description:</th>
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</thead>
<tbody>
<tr>
<td>10-14</td>
<td>Number of Antennae to be installed: 3 antennas total approved at 191' in height</td>
</tr>
<tr>
<td></td>
<td>Tower Design: SELF SUPPORT</td>
</tr>
<tr>
<td></td>
<td>Tower Appearance: SELF SUPPORT</td>
</tr>
<tr>
<td></td>
<td>Tower Height:</td>
</tr>
<tr>
<td></td>
<td>A) Structure Height</td>
</tr>
<tr>
<td></td>
<td>B) Top of antenna Height</td>
</tr>
<tr>
<td></td>
<td>Building Size(s):</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>Business addresses of all Governmental Agencies (from permit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Yuba County</td>
</tr>
<tr>
<td></td>
<td>915 8th Street, Marysville, California 95901</td>
</tr>
<tr>
<td></td>
<td>(530) 749-5470</td>
</tr>
</tbody>
</table>

|   | Land Use Approval: Remove and replace (3)(E) antennas with (3)(N) antennas; Install (3)(N) RRUS-32; Install (1)(N) surge suppressor w/ (1)(N) fober trunk and (2)(N) DC power trunks; Replace (E) DUS-41 with (N) 5216 |

|   | If Land Use approval was not required: N/A |
Date: June 28, 2017

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

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

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

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

As the Behavioral Health Director, I agree with the comments offered by the Behavioral Health Advisory Board and I wish to thank all the members of this Board for their dedicated work throughout the year. It has been a pleasure to work with them.

TH/sh

Attachment
DATE: June 20, 2016

TO: Sutter County Board of Supervisors
    Yuba County Board of Supervisors

FROM: Andrea Armstrong, Board Member
      Lupe Rose, Board Member

SUBJECT: Annual Report for Fiscal Year 2016-2017

This memorandum is the Behavioral Health Advisory Board’s Annual Year-End Report to your Boards. This report is based on program presentations offered during the year as well as on-site visits with Program Managers and other areas of interest.

Behavioral Health Advisory Board – (BHAB)

The BHAB is an interactive group of members comprised of consumers, family members and individuals from our bi-county community who are interested in promoting effective Behavioral Health programs and services. Currently, the BHAB meets on the first (1st) Thursday of each month (except August and December).

Appointed members of the BHAB currently include: Yuba County Supervisor Gary Bradford, Sutter County Supervisor Mat Conant, Lupe Rose, Touresa Vang, Ashley Dominic, Manny Vasquez, Margery Hubbard, Ashley Alexander, Kendra Pepper and Andrea Armstrong

Current officers are:
- Chair: Manny Vasquez
- Vice Chair: Andrea Armstrong
- Secretary: Margery Hubbard

Administration
Sutter-Yuba Mental Health Services (SYMHS) experienced the following major changes in personnel over the past year:
- Human Services Director: Nancy O’Hara was hired in July of 2016
- Psychiatric Health Facilities Director: Susan Williamson was hired June of 2017
Mental Health Services Act (MHSA)

The Mental Health Services Act (MHSA), also known as Proposition 63, was passed by California voters in 2004. The intent of the MHSA is to transform existing mental health systems. There are five components under the MHSA Plan: Community Services and Supports (CSS); Prevention and Early Intervention (PEI), Workforce Education and Training (WET), Capital Facilities and Technical Needs (CFTN), and Innovation (INN). Funds received from the MHSA fluctuate, but are approximately $7,000,000 per year.

The Three-Year MHSA Plan for FY 17/18- FY 19/20 was approved by the Sutter County Board of Supervisors on March 28, 2017 and was approved by the Yuba County Board of Supervisors on April 18, 2017.

- **MHSA – Community Services and Supports (CSS):** CSS programs provide direct services to clients. Included within the CSS component is an Integrated Full Service Partnership (FSP) that addresses the following age groups: Age 0-15, Children’s System of Care 6-15, Transition Age Youth 16-25, Adult 26-60, and Older Adult 60+. There are various FSP supportive resources, which include housing resources, wellness resources and vocational resources. Expedited access to outpatient services for adults and children is also available within the CSS Plan. These programs are titled Youth Urgent Services and Adult Urgent Services. Lastly, there are dedicated outreach and engagement programs within the CSS Plan. There is a Bi-County Elder Service Team and an Ethnic Outreach Services Program, which includes the Hmong Outreach Center and the Latino Outreach Center. The Latino Outreach Center was a newly approved item in the FY 15-16 MESA Annual Update. The Latino Community Outreach Center opened in September of 2015. It is located at 545 Garden Highway in Yuba City.

- **MHSA- Prevention and Early Intervention (PEI):** The PEI programs provide services to help prevent mental illness including expanded mentoring programs, Strengthening Families programs, and recreational opportunities for children and youth who are in stressed families, are at risk of school failure, or are at risk of or are experiencing juvenile justice involvement, as well as to underserved cultural populations. A variety of school-based trainings and community-based trainings are offered by the PEI Team. Other PEI projects include the Traditional Healers Project. This project is a culturally competent collaboration to address serious mental illness in the Traditional Hmong population.

In calendar year 2016, PEI served 10,121 people through various outreaches and community and school-based trainings.

PEI assisted 99 high-risk, traumatized students in the past year.

- **MHSA- Workforce Education and Training Component (WET):** The MHSA WET Plan components include: Workforce Development and Evidence-Based Practices
Trainings; Cultural Competence Trainings; an Intern Supervision Program; a Youth Workforce and Career Plan Program; an Adult Education/Employment Support Plan Program; and a Tuition Reimbursement Program.

A subscription to the Relias Training System was purchased in FY 2016-17. This system has allowed SYBH to create standardized training plans and create a new system for policy review.

- **MHSA Capital Facilities and Technology Needs Component (CFTN):** In the 2016/17 MHSA Annual Update, SYBH received approval for a new Capital Facilities Project that would renovate existing space within the main SYBH building and expand the Adult Education- Work Activity Center Program to be a more comprehensive work experience and training program. The renovation is moving forward and is currently in the design phase.

- **MHSA Innovation Component (INN):** SYBH has three approved Innovation Projects. The projects include a collaborative research project with the Sutter County and Yuba County Probation Departments is analyzing whether the setting of engagement (in-custody vs. out of custody) has an effect on client outcomes. The Hmong Spiritual Healing Project analyzes whether inclusion of traditional Hmong practices within the current mental health treatment plan results in improved outcomes for clients. The third project creates a step-down Post-TAY program from the MHSA Transition Age Youth (TAY) Program and seeks to see if this step-down helps this vulnerable age group to achieve higher levels of recovery and furthers community integration.

Within the MHSA Three Year Plan for FY 17/18-19/20, there was an approved request to discontinue the Hmong Spiritual Healing Project due to staff challenges and significant implementing barriers and a notification that the Post-TAY project would be reaching the close of its three-year program timeframe.

**Substance Use Disorder Services (SUDS) Program**
The SUDS program worked with the Feather River Academy and an additional school in Yuba County to implement a school based treatment program for adolescents. In March 2017, the program was in the design phase and will operate out of the family resource center.

- **Sutter-Yuba Drug Courts/Options for Change**
  Yuba and Sutter County Treatment courts are intensive, court monitored, probation supervised court program. Treatment courts are comprised of representatives from the District Attorney's offices, Public Defender's office, Probation Departments and Sutter-Yuba Behavioral Health Services treatment providers. Both treatment courts require a minimum of 18 months of participation, with different phases throughout that time frame. Participants are required to attend bi-weekly to monthly court reviews to address any treatment issues and progress in the programs.
The target population for this program is an adult (18 and over) identified as being a high risk, high needs individual with an addiction diagnosis who has committed a felony offense. A multi-disciplinary team works with participants in areas of early recovery skills, relapse prevention, healthy living skills, and pro-social activities in order to build community connections and building support groups. Participants must have an exit plan in place and be implementing the exit plan before exiting the program. Participants are put through different phases to program and participants are challenged more throughout each phase. Participants are drug tested three times per week.

Sutter-Yuba Drug Court is such a specialized program. The probation officers assigned have a smaller case-load enabling them to manage cases in a more individualized manner which attributes to higher success rates.

Graduates of the Sutter-Yuba Drug Court graduation ceremony took place on March 7, 2017.

- Smoking Cessation Groups were offered to clients
- New Horizons Group was recently added a motivational interviewing group with a goal of motivating clients to make life changes.
- The Annual Voices of Recovery event was held on November 17, 2016.
- National Recovery Happens month is in September. The event began with a statewide kickoff at the State Capitol which included a very competitive poster contest. SYBH won the poster contest thanks to a submission created by Kelani Johnson.

Budget
The operating budget for the current fiscal year is $37.8 million dollars. Expenditures for the current fiscal year are below budget. At the beginning of the recession, SYMHS borrowed for cash flow in the Bi-County Mental Health Fund from the MHSA and Core Mental Health Funds. The outstanding balance owed to the MHSA Fund is $2.218 million dollars.

The full impact of the Affordable Care Act and the associated Medi-Cal expansion on SYMHS is being closely monitored. Any changes to federal healthcare regulations will be evaluated as they are finalized.

AA/LR/sh
June 15, 2017

Board of Supervisors  
County of Yuba  
915 8th Street Suite 109  
Marysville CA 95901

Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the year(s) specified:

SUTTER-YUBA MOSQUITO & VECTOR CONTROL DISTRICT  
JUNE 30, 2016

Yours truly,

C. Richard Eberle  
Auditor-Controller

CRE/kmd  
Electronically Filed Copy
SUTTER-YUBA MOSQUITO
AND VECTOR CONTROL DISTRICT
FINANCIAL STATEMENTS AND
AUDIT REPORT
JUNE 30, 2016
# SUTTER-YUBA MOSQUITO AND VECTOR CONTROL DISTRICT

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<td>David Schmidl</td>
<td>2019</td>
</tr>
<tr>
<td>Erica Jeffrey</td>
<td>2016</td>
</tr>
<tr>
<td>John Sanbrook, Secretary</td>
<td>2016</td>
</tr>
<tr>
<td>Lakhvir Ghag</td>
<td>2019</td>
</tr>
<tr>
<td>Bill Harris, President</td>
<td>2019</td>
</tr>
<tr>
<td>Justin Guzman</td>
<td>2017</td>
</tr>
<tr>
<td>John Dukes</td>
<td>2017</td>
</tr>
</tbody>
</table>
INDEPENDENT AUDITOR’S REPORT

Board of Trustees
Sutter-Yuba Mosquito and Vector Control District
Yuba City, California

We have audited the accompanying financial statements of the governmental activities of each major fund, and the aggregate remaining fund information of the Sutter-Yuba Mosquito and Vector Control District as of and for the year ended June 30, 2016 and the related notes to the financial statements, which collectively comprise the District’s basic financial statements as listed in the table of contents.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors’ Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.
Board of Trustees
Sutter-Yuba Mosquito and Vector Control District
Yuba City, California

Basis for Qualified Opinion

The District had never reported a balance in inventory at year-end. The balance in the balance sheet at year-end is the first year it has been reported. Management did not take a physical inventory as of the end of the prior fiscal year which means we could not determine the overall financial statement impact of the change in inventory from the prior year.

In addition, GASB Statement 68 dramatically changed pension reporting requirements. The District’s pension reports do not depict pension reporting in accordance with GASB 68.

Opinions

In our opinion, except for the effects of the matters described in the “Basis for Qualified Opinion” paragraph, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of the Sutter-Yuba Mosquito and Vector Control District as of June 30, 2016, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Fechter & Company
Certified Public Accountants

March 7, 2017
Sacramento, California
This discussion and analysis is intended to be an easily readable analysis of the Sutter-Yuba Mosquito and Vector Control District’s financial activities based on currently known facts, decisions, or conditions. This information is presented in conjunction with the audited basic financial statements, which follow this section.

Financial Highlights for Fiscal Year 2015-2016

1. The District’s total net assets increased by $231,647 to $4,469,021 and its unrestricted net assets increased to $1,700,436.
2. Total net income on the year was $25,599.

Overview of the Financial Statements

This annual report consists of the following parts: Management’s Discussion and Analysis, Basic Financial Statements, and Notes to Financial Statements.

1. The Statement of Net Assets presents a snapshot of the assets of the District, the District’s liabilities and the net difference reflected as its net assets at the end of the fiscal year.
2. The Statement of Activities and Changes in Net Assets measures the extent to which the District’s operating costs were funded from general revenues.
3. The Notes to Financial Statements provide additional disclosures and information to assist the reader in understanding the district’s financial condition.

Capital Assets

The District owns real property at its office and yard location on Bogue Road and on Market Street, which is currently used as rental property, but which may be used as a future yard location. In addition, the District owns a considerable amount of vehicles and specialized spraying equipment used by District personnel in performing mosquito control activities. These fixed assets, net of accumulated depreciation, are reflected in the District’s financial statements.
Net Position

A condensed summary of net assets and changes in net position is as follows:

<table>
<thead>
<tr>
<th></th>
<th>6-30-16</th>
<th>6-30-15</th>
<th>Change</th>
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</thead>
<tbody>
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<td>Current Assets</td>
<td>$3,990,343</td>
<td>$3,661,841</td>
<td>$328,502</td>
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<tr>
<td>Fixed Assets</td>
<td>722,488</td>
<td>743,085</td>
<td>(20,597)</td>
</tr>
<tr>
<td>Liabilities</td>
<td>(243,810)</td>
<td>(167,552)</td>
<td>(76,258)</td>
</tr>
<tr>
<td>Net Position</td>
<td>$4,469,021</td>
<td>$4,237,374</td>
<td>$231,647</td>
</tr>
<tr>
<td>Operating Revenues</td>
<td>$3,040,327</td>
<td>$2,960,839</td>
<td>$79,488</td>
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<tr>
<td>Operating Expenses</td>
<td>3,014,728</td>
<td>2,834,978</td>
<td>(179,750)</td>
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<tr>
<td>Change in Net Assets</td>
<td>$25,599</td>
<td>$125,861</td>
<td>(100,262)</td>
</tr>
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</table>

Primary cause for the change in the operating expenses between the June 30, 2016 and the June 30, 2015 fiscal years was a decrease in the funding for the District’s defined benefit retirement plan due to a one time contribution of $300,000 in the prior year.

Additional Financial Information

This financial report is designed to provide the District’s financial statement users with an overview of the District’s financial operations and financial condition. Additional information can be obtained from the Sutter-Yuba Mosquito and Vector Control District, in care of Cathy Burns, 701 Bogue Road, Yuba City, CA 95991.
# Sutter-Yuba Mosquito and Vector Control District
## Combined Statement of Net Position
### June 30, 2016

### Assets

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<th>Item</th>
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<tbody>
<tr>
<td>Petty cash</td>
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<tr>
<td>Cash in Sutter County</td>
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<tr>
<td>Cash reserve, VCJPA</td>
<td>333,160</td>
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<tr>
<td>Prepaid expenses</td>
<td>17,139</td>
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<tr>
<td>Inventory</td>
<td>173,260</td>
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<tr>
<td><strong>Total current assets</strong></td>
<td>3,990,343</td>
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<tr>
<td><strong>Capital assets, net (note)</strong></td>
<td>722,488</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>4,712,831</td>
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### Liabilities and Net Assets

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<td>Accrued vacation payable</td>
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<tr>
<td><strong>TOTAL CURRENT LIABILITIES</strong></td>
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### Net Position

<table>
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<tr>
<th>Item</th>
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</thead>
<tbody>
<tr>
<td>Invested in general fixed assets</td>
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<tr>
<td>Restricted</td>
<td>2,046,097</td>
</tr>
<tr>
<td>Unrestricted</td>
<td>1,700,436</td>
</tr>
<tr>
<td><strong>TOTAL NET POSITION</strong></td>
<td>4,469,021</td>
</tr>
</tbody>
</table>

| **TOTAL LIABILITIES AND NET POSITION** | $4,712,831 |

The accompanying notes are an integral part of these financial statements.
<table>
<thead>
<tr>
<th>Description</th>
<th>6/30/16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue (scheduled)</td>
<td>$ 3,040,327</td>
</tr>
<tr>
<td>Expenditures (scheduled)</td>
<td>3,014,728</td>
</tr>
<tr>
<td>Excess (Deficit) of revenue and other sources over expenditures and other uses</td>
<td>25,599</td>
</tr>
<tr>
<td>Net Position - beginning</td>
<td>4,237,374</td>
</tr>
<tr>
<td>Prior period adjustment</td>
<td>206,048</td>
</tr>
<tr>
<td>Net Position - ending</td>
<td>$ 4,469,021</td>
</tr>
</tbody>
</table>
SUTTER-YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
SUPPLEMENTAL SCHEDULE OF REVENUE AND EXPENDITURES
FOR THE YEAR ENDED JUNE 30, 2016

REVENUES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property taxes and assessments</td>
<td>$2,932,544</td>
</tr>
<tr>
<td>Interest earned</td>
<td>29,360</td>
</tr>
<tr>
<td>Federal Wildlife Refuge</td>
<td>803</td>
</tr>
<tr>
<td>Other state in lieu</td>
<td>1,474</td>
</tr>
<tr>
<td>Other revenue</td>
<td>24,545</td>
</tr>
<tr>
<td>Charges for services</td>
<td>15,032</td>
</tr>
<tr>
<td>Rental income</td>
<td>35,856</td>
</tr>
<tr>
<td>Other agency RDA</td>
<td>713</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td><strong>3,040,327</strong></td>
</tr>
</tbody>
</table>

EXPENDITURES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary and wages</td>
<td>972,933</td>
</tr>
<tr>
<td>Agricultural services</td>
<td>618,870</td>
</tr>
<tr>
<td>Employee benefits</td>
<td>895,044</td>
</tr>
<tr>
<td>Professional &amp; specialized services</td>
<td>200,711</td>
</tr>
<tr>
<td>Depreciation (note)</td>
<td>94,952</td>
</tr>
<tr>
<td>Repairs and maintenance</td>
<td>26,788</td>
</tr>
<tr>
<td>Insurance</td>
<td>36,363</td>
</tr>
<tr>
<td>Gas and travel expense</td>
<td>35,308</td>
</tr>
<tr>
<td>Biological control</td>
<td>10,339</td>
</tr>
<tr>
<td>Utilities</td>
<td>20,165</td>
</tr>
<tr>
<td>Memberships</td>
<td>9,000</td>
</tr>
<tr>
<td>Entomology lab</td>
<td>20,037</td>
</tr>
<tr>
<td>Office supplies</td>
<td>7,068</td>
</tr>
<tr>
<td>Clothing and personal supplies</td>
<td>11,213</td>
</tr>
<tr>
<td>Special department expenses</td>
<td>8,642</td>
</tr>
<tr>
<td>Communications</td>
<td>19,031</td>
</tr>
<tr>
<td>Rent and leases</td>
<td>12,057</td>
</tr>
<tr>
<td>Publications - legal notices</td>
<td>13,790</td>
</tr>
<tr>
<td>Shop tools and supplies</td>
<td>1,074</td>
</tr>
<tr>
<td>Household expenses</td>
<td>1,343</td>
</tr>
<tr>
<td><strong>Total expenditures</strong></td>
<td><strong>3,014,728</strong></td>
</tr>
</tbody>
</table>

EXCESS OF REVENUE OVER EXPENDITURES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$25,599</td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these financial statements
NOTE 1: NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

The Sutter-Yuba Mosquito and Vector Control District was formed by legislation which became law on September 15, 1945. It operates under the provisions of the Health and Safety Code of the State of California, Section 2000 through 2093, for the purpose of controlling local mosquito populations for the benefit of public health.

The district approved a resolution to include Meridian in its service area on November 10, 1994.

Government-Wide and Fund Financial Statements

The government-wide financial statements (Statement of Net Position and Statement of Activities) report information on all of the nonfiduciary activities of the primary government.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment. Other items not properly included among program revenues are reported instead as general revenues.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Fund Accounting

The District uses funds to maintain its financial records during the year. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain governmental functions or activities.

A fund is a separate accounting entity with a self-balancing set of accounts.
NOTE 1: NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Government-Wide and Fund Financial Statements - continued

Governmental Funds

The “measurement focus” of a Governmental Fund is upon determination of financial position and changes in financial positions (sources, uses and balances of financial resources) rather than upon net income. The following is a description of the Governmental Funds used by the District:

General Fund – the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Basis of Accounting

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities are generally included on the balance sheet. Operating statements of the funds present increases (i.e., revenues) and decreases (i.e., expenditures) in net current assets.

The modified accrual basis of accounting is used by the governmental fund types. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they become both measurable and available.) “Measurable” means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The District considers property taxes as available if they are collected within 60 days after year-end. A one-year availability period is used for revenue recognition for all other governmental fund revenues. Expenditures are recorded when the related fund liability is incurred.

Those revenues susceptible to accrual are property taxes, special assessments, interest revenue, and charges for services. Revenues consist mainly of property taxes that are calculated by Sutter and Yuba County. Tax levies are established in March of each year and are generally due in two installments in April and December of each year. Tax payments are remitted to the District by the respective county offices.

Inventory

Inventory is valued at cost, which approximates market, using the first-in, first-out (FIFO) method. The costs of governmental fund-type inventory are recorded as expenditures when consumed rather than when purchased.
NOTE 1: NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING
POLICIES - continued

Capital Assets

General capital assets generally result from expenditures in the governmental funds. These assets are reported in the governmental activities column of the government-wide statement of net position but are not reported in the fund financial statements.

Capital assets over $1,000 are capitalized at cost, where historical records are available, and are updated for additions and retirements during the year. Donated fixed assets are valued at their estimated fair market value on the date received. Capital assets are depreciated over their estimated useful lives, using the straight-line method, ranging from 10 to 25 years.

Compensated Absences

Vacation leave with pay accrues at the rate of 6.67 hours per month for each calendar month of service during the first two years of employment, at the rate of 10 hours per month for each month of service during service exceeding two years of employment, at the rate of 13.33 hours per month for each month of service during employment exceeding 15 years of service, and at the rate of 16.67 hours per month for each month of service during employment in excess of 20 years of employment.

Reserved Fund Balances

Reservations of fund balances are used to indicate the portion of the fund balance that is not available for expenditure or is segregated for a specific future use.

 Portions of unreserved fund balances may be designated to indicate tentative plans for financial resource utilization in a future period, such as for general contingencies or debt service. Such plans or intent are subject to change and may never be legally authorized or result in expenditures.

Net Position

Net position presents the difference between assets and liabilities in the statement of net position. Net position invested in capital assets are reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets. Net position is reported as restricted when there are legal limitations imposed on their use by District legislation or external restrictions by creditors, grantors, laws or regulations of other governments.

Budgets and Budgetary Accounting

The Board of Trustees approves a tentative budget no later than June 30 of each year, and adopts a final budget no later than August 30.
NOTE 1: NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Budgets and Budgetary Accounting - continued

From the effective date of the budget, the amounts stated therein as proposed expenditures become appropriations. The Board of Trustees may amend the budget by motion during the fiscal year or make transfers from one object or purpose to another within the same budget unit. The original budget is presented in the financial statements. Appropriations lapse at the end of each fiscal year.

A budget is adopted for the General Fund on an accounting basis that materially conforms to accounting principles generally accepted in the United States of America.

Estimates and Assumptions

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fund Balances

In February 2009, the GASB issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, which establishes accounting and financial reporting standards for all governments that report governmental funds. Under GASB 54, fund balances for governmental funds should be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Fund balances are now broken out in five categories:

- **Non-Spendable Fund Balance** – this fund balance classification includes amounts that cannot be spent because they are either not in spendable form (i.e. – prepaid expenses) or legally or contractually required to be maintained intact.
- **Restricted Fund Balance** – this fund balance classification should be reported when there are constraints placed on the use of resources externally (by creditors, grant sources, contributors, etc.) or imposed by law or enabling legislation.
- **Committed Fund Balance** – this fund balance classification can only be used for specific purposes pursuant to constraints imposed by formal action of the government’s highest level of decision making authority (i.e. – fund balance designations passed by board resolution).
- **Assigned Fund Balance** – this fund balance classification includes amounts that are constrained by the government’s intent to be used for specific purposes, but are neither restricted nor committed.
- **Unassigned Fund Balance** – this fund balance classification is the residual classification for the general fund.
NOTE 1: NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Concentration of Risks

The District has an inherit risk due to its funding sources being confined to its landowner base within the District boundaries in Sutter and Yuba Counties.

GASB 34

In compliance with the provisions of Government Accounting Standards Board (GASB) Statement #34, these financial statements are prepared in accordance with the prescribed reporting model. This includes the Management Discussion and Analysis located at the beginning of this financial statement. In addition, changes have been implemented to reflect depreciation expense and accumulated depreciation for the current year. Where appropriate, prior year fixed asset values have been restated for consistency purposes.

NOTE 2: CASH AND INVESTMENTS

The District is responsible for maintaining a cash and investment pool for all funds in accordance with the District’s investment policy that is updated as necessary. All funds with the District are held by the County of Sutter in a pooled account. Total cash and investments are allocated to the District’s individual funds based on their equity in the pooled amount. Interest income is allocated to those funds that are required by law or administrative action to receive interest. Interest is allocated on a quarterly basis based on the aggregate cash balances in each fund receiving interest. More information about the District’s investments with the county can be found in the County financial statements.

NOTE 3: ASSESSED VALUATIONS AND TAX RATES

The assessed valuation of the property in the district is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Sutter County Net Value</th>
<th>Yuba County Net Value</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secured Roll</td>
<td>7,383,156,501</td>
<td>3,711,236,945</td>
<td>11,094,393,446</td>
</tr>
<tr>
<td>Unsecured Roll</td>
<td>540,148,567</td>
<td>174,650,296</td>
<td>714,798,863</td>
</tr>
<tr>
<td>Utility Roll</td>
<td>137,941,151</td>
<td>2,621,506</td>
<td>140,562,657</td>
</tr>
</tbody>
</table>
NOTE 4: FIXED ASSETS

The District’s recorded capital asset balances changed during the year as follows:

<table>
<thead>
<tr>
<th></th>
<th>Balance</th>
<th>Additions</th>
<th>Retirement</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>June 30, 2015</td>
<td></td>
<td></td>
<td>June 30, 2016</td>
</tr>
<tr>
<td>Office Furniture &amp; Fixtures</td>
<td>$243,674</td>
<td>$</td>
<td>$</td>
<td>$243,674</td>
</tr>
<tr>
<td>Spraying Equipment</td>
<td>662,976</td>
<td>26,252</td>
<td>-</td>
<td>689,228</td>
</tr>
<tr>
<td>Automotive Equipment</td>
<td>1,019,314</td>
<td>45,196</td>
<td>(8,372)</td>
<td>1,056,138</td>
</tr>
<tr>
<td>Shop Equipment</td>
<td>109,586</td>
<td>-</td>
<td>-</td>
<td>109,586</td>
</tr>
<tr>
<td>Building and Improvements</td>
<td>763,913</td>
<td>2,907</td>
<td>-</td>
<td>766,820</td>
</tr>
<tr>
<td>Land</td>
<td>143,812</td>
<td></td>
<td>-</td>
<td>143,812</td>
</tr>
<tr>
<td></td>
<td>2,943,275</td>
<td>74,355</td>
<td>(8,372)</td>
<td>3,009,258</td>
</tr>
<tr>
<td>Accumulated Depreciation</td>
<td>(2,200,190)</td>
<td>(94,952)</td>
<td>3,372</td>
<td>(2,286,770)</td>
</tr>
<tr>
<td></td>
<td>$743,085</td>
<td>(20,597)</td>
<td>$</td>
<td>$722,488</td>
</tr>
</tbody>
</table>

Total depreciation expense for the year was $94,952.
NOTE 5: INSURANCE

The District maintains its insurance through pooling in the Vector Control Joints Powers Agency and Member District’s policies with Johnson & Higgins Insurance Company and Robert F. Driver Associates. The insurance coverage maintained under this policy is summarized as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive General Liability, per occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Automobile Physical Damage, %500 deductible</td>
<td>$30,000</td>
</tr>
<tr>
<td>Comprehensive Automobile, per occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers Compensation, self-insured retention</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>$500,000 per occurrence</td>
<td>Stop Loss</td>
</tr>
<tr>
<td>Public Entity Property Insurance, $10,000 Deductible, per occurrence</td>
<td>$1,000,000,000</td>
</tr>
<tr>
<td>Employment Practices Liability, per occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Special Excess Liability, self-insured retention per occurrence</td>
<td>$28,000,000</td>
</tr>
<tr>
<td>Boiler and Machinery, $2,500 deductible</td>
<td>$100,000,000</td>
</tr>
<tr>
<td>Business Travel Accident, per occurrence</td>
<td>$150,000</td>
</tr>
<tr>
<td>Group Fidelity Program, $5,000 deductible</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Underground Storage Tank, $5,000 deductible</td>
<td></td>
</tr>
<tr>
<td>Per occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

In addition to the coverage provided above, the District maintains a trust fund as a safeguard against future insurance costs. The trust fund balance at June 30, 2016 was $333,160.

NOTE 6: PENSION PLAN

Plan Description: The District reporting entity participates in a single-employer, public employee retirement system. Assets are held separately and may be used only for the payment of benefits to the members of the plan as follows:

Sutter-Yuba Mosquito and Vector Control District Benefit Plan provides retirement for full time employees hired before January 1, 2013. Information in this note is provided as of the latest actuarial valuation, July 1, 2015. Actuarial valuations are performed annually.

Funding Policy: The District is required to contribute at an actuarially determined amount; for the June 30, 2016 plan year this amount was $468,554.
NOTE 6: PENSION PLAN - continued

Annual Pension Cost: The District’s annual pension cost of $468,554 was equal to the District’s required and actual contributions. The required contribution determined was part of the July 1, 2015, actuarial valuation using the entry age normal actuarial cost method. The actuarial assumption included (a) 5.5% pre-retirement and 5.5% post-retirement investment rates of return; (b) projected annual salary increases that vary by duration of service, and (c) future salary increases of 3.0% per year. The actuarial value of plan assets was market value except for funding standard account purposes, where they are valued at market value less any credit balance.

<table>
<thead>
<tr>
<th>Fiscal year</th>
<th>Annual Pension Cost (APC)</th>
<th>Percentage of APC Contributed</th>
<th>Net Pension Obligation</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/14</td>
<td>486,953</td>
<td>100%</td>
<td>0</td>
</tr>
<tr>
<td>6/30/15</td>
<td>308,679</td>
<td>100%</td>
<td>0</td>
</tr>
<tr>
<td>6/30/16</td>
<td>468,554</td>
<td>100%</td>
<td>0</td>
</tr>
</tbody>
</table>

Required Supplementary Information Funded Status of Plan

<table>
<thead>
<tr>
<th>Valuation Date</th>
<th>Entry Age Normal Accrued Liability</th>
<th>Actuarial Value of Assets</th>
<th>Unfunded Liability/(Excess Assets)</th>
<th>Funded Status</th>
<th>Annual Covered Payroll</th>
<th>UAAL As a % of Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/13</td>
<td>4,257,838</td>
<td>3,835,799</td>
<td>422,039</td>
<td>90.1%</td>
<td>851,883</td>
<td>49.54</td>
</tr>
<tr>
<td>6/30/14</td>
<td>3,731,511</td>
<td>3,776,577</td>
<td>(45,066)</td>
<td>101.0%</td>
<td>712,557</td>
<td>(6.32%)</td>
</tr>
<tr>
<td>6/30/15</td>
<td>3,854,353</td>
<td>3,588,062</td>
<td>266,291</td>
<td>93.09%</td>
<td>582,888</td>
<td>45.68</td>
</tr>
</tbody>
</table>

NOTE 7: DEFERRED COMPENSATION PLAN

The District maintains a deferred compensation plan for its employees under the provisions of Section 457 of the Internal Revenue Code. The Assets of the plan remain the property of the District until paid, subject only to claims of the employers’ general creditors. The District maintains a fiduciary responsibility to the participants and shall be held harmless by the participants for acts performed in the management of the plan assets, when such acts are performed in good faith. Participants are allowed to defer compensation annually in the amount of the lesser of $18,000 or one-third of their includible compensation, which includes an additional 3% with the District matching the employee’s contribution. Employees hired after January 1, 2013 qualify for an additional 3% match of the employee contribution.
SUTTER-YUBA MOSQUITO AND VECTOR CONTROL DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE - BUDGET TO ACTUAL
FOR THE YEAR ENDED JUNE 30, 2016

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Budgeted Amounts</th>
<th>Variance with Final Budget Positive (Negative)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Original</td>
<td>Final</td>
</tr>
<tr>
<td>Property taxes and assessments</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Interest earned</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Federal Wildlife Refuge</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other state in lieu</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other revenue</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Charges for services</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Rental income</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other agency RDA</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total revenues</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary and wages</td>
<td>975,048</td>
</tr>
<tr>
<td>Agricultural services</td>
<td>650,000</td>
</tr>
<tr>
<td>Employee benefits</td>
<td>720,829</td>
</tr>
<tr>
<td>Professional &amp; specialized services</td>
<td>254,000</td>
</tr>
<tr>
<td>Depreciation (note)</td>
<td>74,076</td>
</tr>
<tr>
<td>Repairs and maintenance</td>
<td>33,000</td>
</tr>
<tr>
<td>Insurance</td>
<td>45,500</td>
</tr>
<tr>
<td>Gas and travel expense</td>
<td>45,000</td>
</tr>
<tr>
<td>Biological control</td>
<td>10,000</td>
</tr>
<tr>
<td>Utilities</td>
<td>20,000</td>
</tr>
<tr>
<td>Memberships</td>
<td>9,000</td>
</tr>
<tr>
<td>Entomology lab</td>
<td>22,000</td>
</tr>
<tr>
<td>Office supplies</td>
<td>8,000</td>
</tr>
<tr>
<td>Clothing and personal supplies</td>
<td>10,800</td>
</tr>
<tr>
<td>Special department expenses</td>
<td>10,000</td>
</tr>
<tr>
<td>Communications</td>
<td>14,800</td>
</tr>
<tr>
<td>Rent and leases</td>
<td>13,500</td>
</tr>
<tr>
<td>Publications - legal notices</td>
<td>11,000</td>
</tr>
<tr>
<td>Shop tools and supplies</td>
<td>1,500</td>
</tr>
<tr>
<td>Household expenses</td>
<td>2,000</td>
</tr>
<tr>
<td>Total expenditures</td>
<td>2,930,053</td>
</tr>
</tbody>
</table>

EXCESS OF REVENUES OVER (UNDER) EXPENDITURES

$ 25,599

See notes to required supplementary information
Sutter-Yuba Mosquito and Vector Control District – Schedule of the District’s proportionate share of the Net Pension Liability:

Last 10 Fiscal years*:

<table>
<thead>
<tr>
<th>Description</th>
<th>FY 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>District’s proportionate share of the net pension liability (asset)</td>
<td>$266,291</td>
</tr>
<tr>
<td>District’s covered employee payroll</td>
<td>582,888</td>
</tr>
<tr>
<td>District’s proportionate share of the net pension liability as a percentage of its covered-employee payroll</td>
<td>45.68%</td>
</tr>
<tr>
<td>Plan Fiduciary net position as a percentage of the total pension liability</td>
<td>93%</td>
</tr>
</tbody>
</table>

*Amounts presented above were determined as of 6/30. Additional years will be presented as they become available.

Last 10 Fiscal Years*:

<table>
<thead>
<tr>
<th>Description</th>
<th>FY 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actuarially determined contribution</td>
<td>$468,554</td>
</tr>
<tr>
<td>Total actual contributions</td>
<td>468,554</td>
</tr>
<tr>
<td>Contribution deficiency (excess)</td>
<td>$</td>
</tr>
<tr>
<td>District’s covered-employee payroll</td>
<td>$582,888</td>
</tr>
<tr>
<td>Contributions as a percentage of covered employee payroll</td>
<td>80.38%</td>
</tr>
</tbody>
</table>
A special meeting of the Board of Directors of the Yuba County In-Home Supportive Services (IHSS) Public Authority was held on the above date, commencing at 9:00 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, and Randy Fletcher. Also present were Yuba County Administrator Robert Bendorf and Clerk of the Board of Supervisors Donna Stottlemeyer. Chair Bradford presided.

A. ROLL CALL - Directors Vasquez, Leahy, Lofton, Bradford, Fletcher – All present

B. ELECTION OF CHAIRMAN AND VICE-CHAIRMAN

   MOTION: Move to elect Director Bradford Chairman
   MOVED: Doug Lofton  SECOND: Randy Fletcher
   AYES: Andy Vasquez, Doug Lofton, Gary Bradford, Randy Fletcher
   NOES: None  ABSENT: None  ABSTAIN: None

   MOTION: Move to elect Director Leahy Vice Chairman
   MOVED: Doug Lofton  SECOND: Gary Bradford
   AYES: Andy Vasquez, Doug Lofton, Gary Bradford, Randy Fletcher
   NOES: None  ABSENT: None  ABSTAIN: None

C. ACTION ITEM: Approve meeting minutes of December 13, 2016.

   MOTION: Move to approve
   MOVED: Gary Bradford  SECOND: Doug Lofton
   AYES: Andy Vasquez, Doug Lofton, Gary Bradford, Randy Fletcher
   NOES: None  ABSENT: None  ABSTAIN: None

D. CLOSED SESSION: The Board retired into closed session at 9:02 a.m. and returned at 9:37 a.m.

   Labor negotiations pursuant to Government Code §54947(a) - SEIU/IHSS Negotiator Jill Abel

E. ADJOURN: 9:37 a.m.

________________________________________________________________________ Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

03/21/2017 - IHSS
The County of Yuba
Health and Human Services Department

TO: Board of Supervisors

FROM: Health and Human Services Department
Jennifer Vasquez

SUBJECT: Professional Services Agreement between Yuba County In-Home Supportive Services Public Authority and Industrial Employers Distributers Association

DATE: July 11, 2017

NUMBER: 303/2017

Recommendation

It is recommended that the Governing Board of the Public Authority approve the attached Agreement between the Yuba County In-Home Supportive Services (IHSS) Public Authority and Industrial Employers and Distributers Association (IEDA) for the provision of consultant services and authorize the Chair to execute the agreement.

Background

The Memorandum of Understanding (MOU) with Services Employees International Union Healthcare Workers (SEIU 2015), who represents the In-Home Supportive Services providers and the IHSS Public Authority, expired June 30, 2014. The Director of the Health & Human Services Department and Risk Manager met with IEDA regarding the provision of labor negotiations in general and IHSS negotiations and drafted an agreement which was executed by the Governing Board of the Public Authority for the one year term of September 1, 2016, through August 31, 2017.

Discussion

Under the terms of the attached renewal Agreement, IEDA will continue to provide consultant services to the Public Authority Governing Board, the Director of Human Resources, and the Director of Health and Human Services in meeting and conferring in good faith with SEIU 2015. The maximum cost of consultant services provided under the attached Agreement is $22,588.00 for the term of September 1, 2017, through August 31, 2018.
Fiscal Impact:

The cost of consultant services provided under the attached MOU will be funded by a combination of State, Federal, and Realignment Funds.

Attachments

303/2017 - IEDA Agreement
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement for Consultant Services ("Agreement") is made as of the Agreement Date set forth below by and between the Yuba County In-Home Supportive Services Public Authority, a public authority established pursuant to Welfare and Institutions Code Section 12301.6 and Yuba County Ordinance Number 4.55.010 et seq., ("PUBLIC AUTHORITY"), and Industrial Employers and Distributers Association ("CONSULTANT").

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: September 1, 2017

Termination Date: August 31, 2018

The term of this Agreement shall become effective on September 1, 2017, and shall continue in force and effect for a period of one year unless sooner terminated in accordance with the terms of this Agreement.

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

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

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

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF PUBLIC AUTHORITY.

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of Yuba County Health and Human Services Department (or his/her designated representative) is the designated representative of the PUBLIC AUTHORITY in employer-employee relations and will administer this Agreement for the PUBLIC AUTHORITY. Bruce Heid, President, is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
9. TERMINATION

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

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

"PUBLIC AUTHORITY"

__________________________
Chair
Yuba County In-Home Supportive Services Public Authority

"CONSULTANT"

INDUSTRIAL EMPLOYERS AND DISTRIBUTERS ASSOCIATION

__________________________
Bruce Heid
Title: President
Tax ID: 94-0294755

INSURANCE PROVISIONS APPROVED

__________________________
Jill Abel,
Human Resources Director/Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

__________________________
Courtney C. Abril
Interim County Counsel
ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The labor relations and human resource consulting services to be provided by CONSULTANT and the scope of CONSULTANT's duties under this Agreement include the following:

A.1.1 Acting as the chief spokesperson on the employer's behalf for Memorandum of Understanding (MOU) negotiations, mediation, and in the negotiation of resolutions to contract administration disputes;

A.1.2 Analyzing union MOU proposals and drafting employer proposals and final contract language;

A.1.3 Advising clients concerning labor negotiation strategy and development and deployment of negotiations communications plans;

A.1.4 Briefing elected officials, chief executive officers and other executive managers concerning the status of negotiations, related technical and substantive issues, and recommendations;

A.1.5 Training regarding contract negotiation and administration procedures and requirements and the provisions of new agreements;

A.1.6 Assisting with the preparation and/or modification of policy documents such as Personnel Rules, Employer-Employee Relations Resolutions, Compensation Policies, etc.;

A.1.7 Advising and consulting with the Governing Board, the Public Authority Director and the Director of the Yuba County Health and Human Services Department at such times and places as may be mutually agreed upon by these parties on all matters relating to employment conditions and employer-employee relations;

A.1.8 Meeting and conferring in good faith for and on behalf of the PUBLIC AUTHORITY, as the designated representative of the Governing Board, with representatives of the employee organization of the PUBLIC AUTHORITY at such times and places as may be mutually agreed upon by the CONSULTANT, the Governing Board, or the Director of the Yuba County Health and Human Services Department;
A.1.9 Reporting to the Governing Board and other designated representatives of the PUBLIC AUTHORITY as directed by the Governing Board on the progress of meeting and conferring in good faith with the recognized employee organization; and

A.1.10 Preparing written memoranda of understanding in a form and manner approved by the Governing Board.

A.2 TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as specified by the PUBLIC AUTHORITY.

A.3 MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. PUBLIC AUTHORITY shall not control the manner of performance.

A.4 FACILITIES FURNISHED BY PUBLIC AUTHORITY.

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

PAYMENT

PUBLIC AUTHORITY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. PUBLIC AUTHORITY shall pay CONSULTANT a contract fee not to exceed One Thousand Eight Hundred Eighty-Two Dollars and Thirty-Three Cents ($1,882.33) per month during the term of this Agreement. Such monthly payments shall be paid in advance on the first working day of each month commencing September 1, 2017. In no event shall the amount of fee paid to CONSULTANT under this Provision B.1 exceed One Thousand Eight Hundred Eighty-Two Dollars and Thirty-Three Cents ($1,882.33) per month, or total annual amount of Twenty-Two Thousand, Five Hundred Eighty-Eight Dollars ($22,588.00) per year during the term of this agreement without a formal written amendment to this Agreement approved by both parties. No other obligations for payment for any sums are assumed by this Agreement.

B.2 TRAVEL COSTS. The total annual amount specified in B.1 Base Contract Fee is inclusive of all travel expenses including meals, lodging or other travel costs incurred by CONSULTANT for the provision of the services specified in A.1 Scope of Services. PUBLIC AUTHORITY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the PUBLIC AUTHORITY representative (Operative Provision 7) and then PUBLIC AUTHORITY shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

B.3 AUTHORIZATION REQUIRED. Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by PUBLIC AUTHORITY. Payment for additional services shall be made to CONSULTANT by PUBLIC AUTHORITY if, and only if, this Agreement is amended by both parties in advance of performing additional services.
ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONSULTANT and PUBLIC AUTHORITY agree that this Agreement may, at the sole discretion of the PUBLIC AUTHORITY, be determined null, void, and not be enforceable if all or part of the federal or state funds secured by PUBLIC AUTHORITY for the purposes of this Agreement are not made available to PUBLIC AUTHORITY.

C.2 BANKRUPTCY. This Agreement, at the option of PUBLIC AUTHORITY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.

C.3 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

C.4 DRUG FREE WORKPLACE. CONSULTANT warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONSULTANT agrees that CONSULTANT will execute appropriate certifications relating to Drug Free Workplace.

C.5 INSPECTION. CONSULTANT’s performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of PUBLIC AUTHORITY, the State of California, and the United States government.

C.6 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the PUBLIC AUTHORITY’s Auditor and/or any duly authorized fiscal agent of the PUBLIC AUTHORITY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excepts and transcriptions.

C.7 CONFIDENTIALITY. CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT’s employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the PUBLIC AUTHORITY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or
C.8 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.9 DEBARMENT. COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at www.SAM.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

C.10 ACCEPTANCE. All work performed and completed under this Agreement is subject to the acceptance of the PUBLIC AUTHORITY or its authorized representatives. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the PUBLIC AUTHORITY’s representative on items affecting essential use the facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the PUBLIC AUTHORITY taking whatever corrective action it deems necessary. All costs resulting from such action by the PUBLIC AUTHORITY will be claimed against CONSULTANT.

C.11 INTELLECTUAL PROPERTY. PUBLIC AUTHORITY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, and documents developed or modified under this Agreement.

C.12 LEGAL ENTITY. The Public Authority is an independent legal entity separate and apart from the County of Yuba. The Public Authority has no power to bind the County to any contractual or legal obligations, nor may the obligees of the Public Authority seek recourse against the County of Yuba for any financial or legal obligation of the Public Authority.

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ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

D.1.5 CONSULTANT may provide services to others during the same period service is provided to PUBLIC AUTHORITY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONSULTANT.
D.1.7 As an independent contractor, CONSULTANT hereby indemnifies and holds PUBLIC AUTHORITY harmless from any and all claims that may be made against PUBLIC AUTHORITY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

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

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

D.5 ASSIGNMENT PROHIBITED. CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.6 PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that PUBLIC AUTHORITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform
D.7 **STANDARD OF PERFORMANCE.** CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to PUBLIC AUTHORITY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

D.8 **POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest," as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by PUBLIC AUTHORITY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the PUBLIC AUTHORITY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.9 **TAXES.** CONSULTANT hereby grants to the PUBLIC AUTHORITY the authority to deduct from any payments to CONSULTANT any PUBLIC AUTHORITY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

D.10 **TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

**D.10.1** CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**D.10.2** PUBLIC AUTHORITY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.
D.10.3 PUBLIC AUTHORITY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by PUBLIC AUTHORITY as work accomplished to date; provided, however, PUBLIC AUTHORITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to PUBLIC AUTHORITY such financial information as in the judgment of the PUBLIC AUTHORITY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the PUBLIC AUTHORITY shall be final. The foregoing is cumulative and does not affect any right or remedy which PUBLIC AUTHORITY may have in law or equity.

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

D.11 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the PUBLIC AUTHORITY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.12 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of
section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the
Americans with Disabilities Act of 1990, and all amendments thereto, and all
administrative rules and regulations issued pursuant to said Acts, pertaining to
the prohibition of discrimination against qualified handicapped and disabled
persons, in all programs or activities, as to employees or recipients of services.

D.13 OWNERSHIP OF INFORMATION. All professional and technical information
developed under this Agreement and all work sheets, reports, and related data
shall become the property of PUBLIC AUTHORITY, and CONSULTANT agrees
to deliver reproducible copies of such documents to PUBLIC AUTHORITY on
completion of the services hereunder. The PUBLIC AUTHORITY agrees to
indemnify and hold CONSULTANT harmless from any claim arising out of reuse
of the information for other than this Agreement.

D.14 WAIVER. A waiver by any party of any breach of any term, covenant or
condition herein contained or a waiver of any right or remedy of such party
available hereunder at law or in equity shall not be deemed to be a waiver of any
subsequent breach of the same or any other term, covenant or condition herein
contained or of any continued or subsequent right to the same right or remedy.
No party shall be deemed to have made any such waiver unless it is in writing
and signed by the party so waiving.

D.15 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific
references and attachments, constitutes all of the agreements, understandings,
representations, conditions, warranties and covenants made by and between the
parties hereto. Unless set forth herein, neither party shall be liable for any
representations made express or implied.

D.16 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto
that this Agreement shall supersede any prior agreements, discussions,
commitments, representations, or agreements, written or oral, between the
parties hereto.

D.17 CAPTIONS. The captions of this Agreement are for convenience in reference
only and the words contained therein shall in no way be held to explain, modify,
amplify or aid in the interpretation, construction or meaning of the provisions of
this Agreement.

D.18 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the
context otherwise requires, the following definitions and rules of construction
shall apply herein.

D.18.1 NUMBER AND GENDER. In this Agreement, the neutral gender
includes the feminine and masculine, and the singular includes the
plural, the word "person" includes corporations, partnerships, firms or
associations, wherever the context so requires.

D.18.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.19 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.20 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.21 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.22 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.23 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.24 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.25 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.26 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.27 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.
D.28 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.29 CONFLICT OF INTEREST. Neither a PUBLIC AUTHORITY employee whose position in PUBLIC AUTHORITY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

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

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D.30 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

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

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

If to "CONSULTANT"
  Bruce Heid
  President
  Industrial Employers & Distributers Association
  2200 Powell Street, Suite 1000
  Emeryville, CA 94608
ATTACHMENT E  
INSURANCE PROVISIONS  

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

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

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

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

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

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

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

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

E.4 Additional Insured Status. PUBLIC AUTHORITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of...
CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

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

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

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

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

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

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

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

E.10.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
E.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONSULTANT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONSULTANT shall furnish PUBLIC AUTHORITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PUBLIC AUTHORITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT’s obligation to provide them. PUBLIC AUTHORITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

E.13 Special Risks or Circumstances. PUBLIC AUTHORITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE

THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

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

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

6-12-17
Contractor's Signature

IEDA, 2200 Powell Street, Ste. 1000, Emeryville, CA 94608
Address of vendor/recipient
CR50-Vendor Assurance of Compliance

(08/13/01)