BOARD OF SUPERVISORS
AGENDA

Board meetings will be conducted by Zoom Video Conference and Audio Teleconference for the duration of the Governor’s Stay at Home Order.

TUESDAY, SEPTEMBER 22, 2020
9:00 A.M.

In compliance with California Executive Orders N-25-20 and N-29-20 (March 17, 2020), members of the Board of Supervisors and members of the public will participate in the meeting by teleconference via Zoom.

Join Zoom Meeting:
https://us02web.zoom.us/j/87985906511?pwd=YWpibkkzbG9pSENaQlIVODV6WlprQT09
Meeting ID: 879 8590 6511
Passcode: 767753

Or by Phone: 1-669-900-9128 (toll free number)
Meeting ID: 879 8590 6511
Passcode: 767753

Executive Order N-29-20 authorizes local legislative bodies to hold public meetings via teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public. Members of the public are encouraged to observe and participate in the teleconference.

Further instructions on how to electronically participate and submit your public comments can be found in the PUBLIC PARTICIPATION note at the end of this agenda.

Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please have your microphone muted at all times when you are not speaking. 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

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.


465/2020 Sheriff-Coroner: Approve master services agreement with Global Tel*Link Corporation (GTL), for jail inmate telephone services and tablets in the Yuba County Jail, and authorize Chair to execute.


Community Development and Services: Approve amendment No. 1 with Knight CM Group for the Rice's Crossing Construction Management Support Services Contract No. 2020-6020.1 and authorize Chair to execute.

Emergency Services: Adopt resolution terminating the ongoing local emergency due to historical rainfall.

Sheriff-Coroner: Grant Sheriff additional hiring authority as it pertains to the Deputy Sheriff, Correctional Officer and Public Safety Dispatcher classifications for an additional two (2) years.

Emergency Services: Adopt resolution proclaiming the existence of an ongoing emergency in the County of Yuba due to Tree Mortality.

Emergency Services: Adopt resolution terminating the ongoing local emergency due to flood waters.

Emergency Services: Adopt resolution to approve ongoing local emergency proclamation due to extreme fire risk.

Board of Supervisors: Adopt resolution continuing a local emergency regarding the proliferation of illegal cannabis cultivation.

Community Development and Services: Award contract to apparent low bidder, Lamon Construction, for Erle Road Improvement Project; and authorize the Chair to execute upon review and approval of County Counsel and Risk Management.

County Administrator: Approve and ratify signature of Chair on letter of support for S. 4431, the Emergency Wildfire and Public Safety Act of 2020.

Community Development and Services: Award street sweeping services contract 2020-9008 with Szeremi Sweeping Service, LLC and authorize Chair to execute.

Community Development and Services: Award contract, both base and alternate bid, to apparent low bidder Knife River Construction, for Feather River Boulevard Farm to Market Phase II Project; and authorize Chair to execute upon review and approval of County Counsel and Risk Management.

District Attorney-Victim Services: Adopt resolution authorizing District Attorney to act as the signing authority to execute grant award documents to receive funding made available through the United States Bureau of Justice Assistance; and authorize Chair to sign the accompanying Certification and Assurances.
SPECIAL PRESENTATIONS


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

466/2020 Auditor-Controller: Adopt resolution establishing County budget for Fiscal Year 2020-2021. (Five minute estimate)

469/2020 Auditor-Controller: Adopt resolution adopting County-wide Tax Rate for Fiscal Year 2019-2020. (Five minute estimate)

467/2020 Auditor-Controller: Adopt resolution fixing special tax rates for School District and Special District indebtedness for fiscal year 2020-2021. (Five minute estimate)

484/2020 Human Resources: Adopt Resolution to amend the Classification System - Basic Salary/Hourly Schedule as it relates to Assistant Public Works Director; and Adopt Resolution to amend the Classification System - Basic Salary/Hourly Schedule as it relates to Building Maintenance Technician-HVAC, and First 5 Program Coordinator; and Adopt Resolution to approve the Fiscal Year 2020-2021 Department Position Allocation Schedule. (Five minute estimate)

431/2020 Human Resources: Adopt resolution to award Deferred Compensation Plan contract to Nationwide and authorize Chair to execute any related documents; award RFP to Nationwide; Repeal and rescind resolution 2001-17 that established the CalPERS 457 Deferred Compensation plan and repeal and rescind resolution 1995-18 that established the Mass Mutual (previously ITT Hartford) Deferred Compensation Plan, and authorize the Human Resources Director to terminate plans. (Five minute estimate)

501/2020 Emergency Services: Adopt and ratify resolution proclaiming the existence of an ongoing local emergency due to the North Complex Fire in the County of Yuba. (Five minute estimate)

ITEM OF PUBLIC INTEREST

455/2020 Community Development and Services: Make a finding of a public convenience or necessity for a Type 20 ABC license for a Dollar General grocery and consumer goods store located at 16669 Willow Glen Road. (Ten minute estimate)
CORRESPONDENCE

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


486/2020 Notice from California Fish and Game Commission relating to Notice of Findings regarding the petition to list the Pacific leatherback sea turtle as endangered.

500/2020 Two letters from Nancy DeLoach regarding COVID-19 local emergency.

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

187/2020 THREAT TO PUBLIC SERVICES OR FACILITIES pursuant to Government Code section 54957(a) - Consultation with Director and Deputy Director of Emergency Services and Public Health Officer

496/2020 PUBLIC EMPLOYMENT: Appointment pursuant to Government Code §54957: Public Works Director

495/2020 PUBLIC EMPLOYMENT: Appointment pursuant to Government Code §54957: Community Development and Services Agency Director

ADJOURN

PUBLIC PARTICIPATION INSTRUCTIONS:

Based on guidance from the California Department of Public Health and the California Governor’s Officer, in order to minimize the spread of the COVID 19 virus, please do the following:

You are strongly encouraged to listen to the live stream of the Board of Supervisors (Zoom meeting information can be found at the top of the agenda.) Please keep your microphone muted upon entry to the meeting.

If you choose not to attend the Board of Supervisors meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at clerkoftheboard@co.yuba.ca.us. Your comment will be placed into the record at the Board meeting.

If you are watching the live stream of the Board meeting and wish to make either a general public comment or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Clerk of the Board at clerkoftheboard@co.yuba.ca.us. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments will be taken in the order they were received. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.
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: Community Development and Services Agency, Mike Lee

SUBJECT: Receive Notice of Final Tract Map No. 2004-0029, Rio Del Oro Phase Two Large Lot Map

DATE: September 22, 2020

NUMBER: 461/2020

Recommendation

Receive notice that a Final Map for Tract Map No. 2004-0029 is ready for recordation.

Background/Discussion

As required by section 66458(d) of the California Government Code (Subdivision Map Act) and as authorized by Yuba County Development Code §11.41.050, notice is hereby given that the following tract map has been received by the County Surveyor and is in the process of being reviewed for final map approval:

Tract Map No. 2004-0029, Rio Del Oro Phase Two Large Lot Map
For: DANSK-CALIFORNISK EJENDOMSSELSKAB APS, a Denmark Corporation
    Jens Karlshoej, a married man
    Axel Karlshoej, a married man

This map, consisting of eight sheets, encompasses a total of 90.24 acres and is the large lot subdivision of conditionally approved Tentative Subdivision Tract Map No. 2004-0029. The property is situated on the northwesterly side of the Rio Del Oro subdivisions, south and east of Algodon Road. The map includes a 4.5 acre park site and seven lots, averaging 8.37 acres, for future residential subdivisions which will subsequently create 309 single family residential lots. Offers of dedication to be accepted include interior roads, landscape strips, pedestrian and landscape easements, and public service easements.
This final map is in compliance with the “Conditions of Approval” of the conditionally approved Tentative Subdivision Tract Map No. 2004-0029.

Committee

Routine in nature, presented directly to the full Board.

Budget

General Fund: none
Non-General Fund: none

Attachments

461/2020 Final Map for Tract Map No. 204-0029 Rio Del Oro Phase Two Large Lot Map
OWNER'S STATEMENT

SOILS REPORT
A Preliminary soils report was prepared by Wallace, Kuhn & Associates, Inc., dated March 1, 2020. A copy of this report is available for public inspection at the Yuba County Public Works Department.

SURVEYOR'S STATEMENT
This map was prepared by me or under my direction and is based upon a filed survey in accordance with the requirements of the subdivision map act, local ordinance and the survey is true and complete as stated at the request of Jens & Axel Karsholm, and was surveyed in April 2020. It is hereby stated that all monuments are of the character and occupy the positions indicated and that all rights will be met in those positions before June 30, 2021, and that the survey is true and complete as stated at the request of Jens & Axel Karsholm.

RECORDAR'S STATEMENT
Filed this _____ day of __________, 2020, at _____ a.m., in book of maps at page _____, at the request of Mackay & Sons.

Preliminary
OWNER NOTARY ACKNOWLEDGMENTS

FOR DANSK-CALIFORNISK EJENDOMSSKAB APS,

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF ________________
COUNTY OF ________________
ON ________________________, a NOTARY PUBLIC

PERSONALLY APPEARED ______________________, before me, ______________________, a NOTARY PUBLIC

WHO PROMISED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WRITTEN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(S), AND THAT HE/SHE/THEY SIGNED HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT DURING THE TIME THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

__________________________
MY SIGNATURE

__________________________
PRINTED NAME

__________________________
MY PRINCIPAL PLACE OF BUSINESS IS ____________________
COUNTY

__________________________
MY COMMISSION EXPIRES: ____________________
MY COMMISSION NUMBER: ____________________

FOR AXEL KARLSHREJ,

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF ________________
COUNTY OF ________________
ON ________________________, a NOTARY PUBLIC

PERSONALLY APPEARED ______________________, before me, ______________________, a NOTARY PUBLIC

WHO PROMISED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WRITTEN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(S), AND THAT HE/SHE/THEY SIGNED HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT DURING THE TIME THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

__________________________
MY SIGNATURE

__________________________
PRINTED NAME

__________________________
MY PRINCIPAL PLACE OF BUSINESS IS ____________________
COUNTY

__________________________
MY COMMISSION EXPIRES: ____________________
MY COMMISSION NUMBER: ____________________

FOR JENS KARLSHREJ,

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF ________________
COUNTY OF ________________
ON ________________________, a NOTARY PUBLIC

PERSONALLY APPEARED ______________________, before me, ______________________, a NOTARY PUBLIC

WHO PROMISED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WRITTEN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(S), AND THAT HE/SHE/THEY SIGNED HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT DURING THE TIME THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

__________________________
MY SIGNATURE

__________________________
PRINTED NAME

__________________________
MY PRINCIPAL PLACE OF BUSINESS IS ____________________
COUNTY

__________________________
MY COMMISSION EXPIRES: ____________________
MY COMMISSION NUMBER: ____________________

TRACT MAP NO. 2004-0029
RIO DEL ORO PHASE 2
LARGE LOT MAP

BEING A PORTION OF LOTS 5, 6, 11, 12 AND 13 OF BLOCK 32, A PORTION OF LOT 1 OF BLOCK 8, AND A PORTION OF LOTS 5 B, 6 AND 16 OF BLOCK 31, OF "ARBRO COLONY No. 2", FILED IN VOLUME 2 OF MAPS, PAGE 15, SITUATED IN A PART OF SECTION 31 AND A PART OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 4 EAST, MOUNT DIABLO BARD AND MERIDIAN, AND A PART OF SECTION 6, TOWNSHIP 13 NORTH, RANGE 4 EAST, MOUNT DIABLO BARD AND MERIDIAN.

YUBA COUNTY — CALIFORNIA

SEPTEMBER 2020

MACKAY & SNOPPS

PRELIMINARY

7TH SUBMITTAL

7889-01
TO: Board of Supervisors
FROM: Wendell Anderson, Sheriff-Coroner
SUBJECT: Sheriff-Coroner: Approve the Master Services Agreement between the Global Tel*Link Corporation (GTL) and Yuba County for Jail inmate telephone services and tablets in the Yuba County Jail, and authorize Chair to execute.

DATE: September 22, 2020
NUMBER: 465/2020

Recommendation:
Approve the Master Services Agreement between Global Tel*Link (GTL) and County of Yuba for Jail inmate telephone and tablet services in the Yuba County Jail, and authorize Chair to execute.

Background:
The Yuba County Jail has had an Agreement with GTL since 2005 to provide inmate telephone services in our facility. This Agreement includes all telephone equipment and infrastructure needed for the system at no cost to the County of Yuba or the Sheriff's Department. Telephones are distributed throughout the facility for inmate use. Calls for legal services are provided at no cost to the inmates or the Sheriff’s Department, but personal phones calls are charged at a per-minute rate and that cost is assumed by the inmates or others who pay on their behalf.

Our current Agreement with GTL expired at the end of 2019 and we have been operating ever since on an extension while we went through the RFP process.

This new Agreement also includes providing inmates with tablets for use inside the facility. This is not something we provided before, but tablets are now common in Jail facilities. Inmates will be able to use the tablets to access a wide-range of programs at no cost to them. Such programs will include vocational training programs, educational programs like GED, law library services, religious services, substance abuse programs, parenting classes and much more.

Inmates will also be able to use the tablets to access music, movies, recreational reading material, and games, but those items are purchased by the inmate using their personal funds.
Like the inmate telephone system, the complete costs of the tablets, charging stations, WiFi, cabling, installation and maintenance is the responsibility of GTL. There will be no cost to the County of Yuba or the Sheriff’s Department.

**Discussion:**
Minimum standards for detention facilities established by the State of California require inmates to have reasonable access to telephones. This Agreement extends an already existing contract with GTL to provide telephone access.

We are expanding the Agreement to include the tablet program. While not legally required, the use of tablets in detention facilities have become an industry norm as it is an excellent way to provide and expand programs to inmates. These programs focus on rehabilitation with the goal of ending recidivism. They also prepare individuals for reintegration into society following incarceration.

We currently provide many of these programs by using local instructors and/or community volunteers to present programs in-person in our facility. However, we have limited classroom space and we are dependent on the availability of instructors and volunteers. We have no intention of ending our in-person programs. Instead, we want to supplement them with the programs available through the tablets.

**Committee Action:**
Since this is an extension and upgrade of an agreement that has been in place for many years, and in order to make the services available to the inmates as soon as possible, this item was placed directly on the Board of Supervisor’s agenda.

**Fiscal Impact:**
General Fund - None
Non-General Fund - None
Source of Funds - Any expenses not covered by GTL will made from the Public Safety fund and reimbursed from the Inmate Welfare Trust Fund.

**Attachment:**
465/2020 Agreement
MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made by and between Global Tel*Link Corporation ("Company") on behalf of itself and its subsidiaries and Affiliates (as defined in the attached Terms and Conditions), and the County of Yuba California, acting by and through the Sheriff's Office, with an address of 215 5th Street Marysville, CA 95901 (the "Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). This Agreement is binding upon execution of the named Parties as of the last date signed by the Parties ("Effective Date").

1. **Services.** This Agreement applies to the supply, installation, management, operation, and maintenance of equipment and services at Premises Provider locations, whether existing, newly installed, or renovated ("Facilities") as listed and described in each of the attached Service Schedules (collectively, the "Services"). Each Service listed in the Service Schedules contains specific terms and conditions which shall be incorporated by reference into this Agreement. The Service Schedules indicated below are incorporated into this Agreement:

- □ Inmate Telephone Service
- □ Enhanced Services – Video Visitation
- □ Enhanced Services - IP-Enabled Tablets

2. **Service Schedules.** Any Affiliate may provide services in its own name under a Service Schedule which shall then be considered a separate, but associated, contract incorporating this Agreement and the attached Terms and Conditions; provided, however, that Company is responsible for its Affiliates' performance pursuant to the applicable Service Schedule. The Affiliate listed in a Service Schedule is only responsible for the performance of the Services set forth in that Service Schedule.

3. **Term.** This Agreement shall be in effect for Three (3) years, commencing from the Effective Date ("Term"). Unless either Party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term").

4. **Entire Agreement.** This Agreement consists of the attached Terms and Conditions, all Service Schedules appended hereto, and the Company's international, interstate, and intrastate tariffs and published rates, terms, and conditions (collectively, "Tariffs") that may govern the Services, which are incorporated by reference into the Agreement. This Agreement constitutes the entire agreement between Premises Provider and the Company and supersedes all other agreements between the Parties pertaining to the subject matter hereof. Company may modify the Tariffs and/or required website disclosures from time to time, and any modification will be binding on the Parties upon the effective date of such revision. If a conflict arises, the order of precedence is: (i) Tariffs and or website disclosures to the extent they are required to take precedence by law; and (ii) this Agreement. In the event of a conflict or inconsistency between the terms set forth in the Agreement including the Terms and Conditions and a Service Schedule, the terms of the Service Schedule shall control.

5. **Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either Party, must be in writing and delivered personally or by a recognized commercial overnight mail carrier to a Party at the address provided below. Notices, including notice of change of contact information, are effective upon delivery.

   To Company:
   Global Tel*Link Corporation
   3120 Fairview Park Drive
   Falls Church, VA 22042
   Phone: (703) 955-3911
   ATTN: Legal Department
To Premises Provider:  
Yuba County Sheriff’s Office  
215 5th Street  
Marysville, CA 95901 Phone:  530-749-7777  
ATTN: Lee Ann Hennessy

6. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the Parties hereto, as of the latest date listed below.

Company
Global Tel+Link Corporation
on behalf of itself and its Affiliates

[Signature]
Alicia Freeman
Jonathan Walker
[Title: Business Development Contracts]
[Date: 8/18/2020]

Premises Provider
Yuba County Sheriff’s Office

[Signature]
Name:
Title:
Date:

APPROVED AS TO FORM
COUNTY COUNSEL

BY:

INSURANCE PROVISIONS APPROVED:

Jill Abel,
Human Resources Director and Risk Manager
Terms and Conditions

The following Terms and Conditions shall apply to the provision and use of Services provided by the Company pursuant to this Agreement.

1. **Title.** Except as specifically indicated in a Service Schedule, title to all equipment provided under this Agreement ("Equipment") shall be and shall at all times remain in the Company. Except as specifically indicated in a Service Schedule, all software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Agreement is being provided on a term license only, as long as this Agreement is in effect, and shall not constitute a sale of that IP. Nothing in this Agreement or through Company’s performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Company and its licensors.

During the term of this Agreement, Company grants Premises Provider a non-exclusive, non-transferable, license to use the IP solely for accessing the Services supplied by Company in the manner contemplated by this Agreement. Premises Provider shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.

2. **Relocation.** Equipment shall not be disconnected or moved by Premises Provider from the location in which it is installed. By written agreement of the Parties, installed Equipment may be relocated by the Company.

3. **Further Assurances.** During the term of this Agreement, including any renewal period(s) and extensions, Premises Provider agrees:

(a) To reasonably protect the Equipment against willful abuse and promptly report any damage, Services failure or hazardous conditions to the Company. Premises Provider shall not, and shall not allow any third party to, tamper with or otherwise modify the Services or equipment supplied by Company under this Agreement or associated software, or connect the equipment or Services or associated software to any hardware or software that is not provided by Company.

(b) To provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

(c) To permit reasonable access to its respective Facilities without charge or prejudice to Company employees or representatives, patrons, or consignees, including permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the Services contemplated herein at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations.

(d) To not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider Facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the Services at Premises Provider Facilities under this Agreement, which includes all Services set forth in the attached Service Schedules, and those other inmate communication, educational or entertainment products and services sought by Premises Provider during the term of the Agreement that can be delivered through the Equipment or Services, whether the products or services are for inmates located at Premises Provider facilities or at third-party facilities, provided, however, that the Company may elect not to exercise this exclusive right.

(e) To provide Company with the exclusive right to provide Premises Provider the Services under this Agreement for the period after its termination if Company matches the material financial and service terms and conditions of a bona fide offer of any third party to provide the Services, or any portion thereof, that Premises Provider is prepared to accept ("Third-Party Offer"). Premises Provider shall provide Company with the terms of such Third-Party Offer in writing and no less than ten (10) business days for the Company to exercise its rights under this Section. Upon exercise of this right by Company, this Agreement shall renew with the modified financial and service terms and conditions for the term contemplated in the Third-Party Offer ("Extended Term").

4. **Confidentiality.** From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the Parties shall keep confidential the terms of this Agreement and of the response of Company to any solicitation that led to this Agreement. Each party shall also keep confidential any information it learns about the other’s business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, “Agents”) as required to perform their obligations hereunder, or in connection with a merger or the sale of all or substantially all assets of a Party, provided, however, that the Parties shall cause all Agents and third parties to honor the provisions of this Section. The Parties may also make disclosures as required by law as long as, before any disclosure, the Party subject to the disclosure requirement promptly notifies the other Party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party shall be obligated to keep confidential the other’s information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or
becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

5. **Indemnification and Limitation of Liability.** Each Party shall indemnify the other from any loss, cost, damage, expense, or liability to the extent resulting from, or arising out of, claims by a third party relating to a breach of a Party of its obligations under this Agreement, except to the extent such loss, cost, damage, expense, or liability arises from the negligence or fault of the other Party; provided further, however, that the Company shall not be liable for interruption of telephone or other communication services arising from any cause.

(a) **EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE SERVICES SUPPLIED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, LACK OF VIRUSES, AND ANY WARRANTY REGARDING THE SECURITY OR RELIABILITY OF EQUIPMENT OR SERVICES. COMPANY DOES NOT WARRANT THAT SERVICES SHALL BE UNINTERRUPTED, ERROR FREE, OR THAT ALL ERRORS MAY BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS SUPPLIERS WILL NOT BE RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, WHETHER FORESEEN OR UNFORESEEN, ARISING OUT OF THE USE OF EQUIPMENT, PRODUCTS, ACCESSORIES OR SERVICES SUPPLIED UNDER THIS AGREEMENT. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING TELEPHONE AND HEADSET CORDS AWAY FROM THOSE WHO PRESENT A RISK TO THEMSELVES OR OTHERS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.**

(b) **Monitoring and Recording.** Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities supplied to Premises Provider by Company under the Agreement, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider shall be solely responsible for any liability, costs and expenses relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline. Premises Provider acknowledges that all communication detail records ("DRs") and recordings contained in the Equipment Company provides to Premises Provider under this Agreement are the exclusive property of the Premises Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.

6. **Risk of Loss.** The Company and its insurers, if any, shall relieve Premises Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premises Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premises Provider or its employees.

7. **Default.** In the event any Party shall be in breach or default of any material terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to the breaching Party, then in addition to all other rights and remedies of law or equity or otherwise, the offended Party shall have the right to cancel this Agreement without liability.

8. **Governing Law.** To the maximum extent permitted by applicable law, the provisions of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of law.

9. **Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Premises Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Company shall have the right to assign some or all its rights and/or obligations under this
Agreement at any time to any entity that controls, is controlled by or is under common control with Company (each an “Affiliate”) without the consent of the Premises Provider. Provided, further, the Company shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Company or (ii) a sale of Company or substantially all of Company’s assets shall not constitute an assignment requiring consent of Premises Provider for purposes of this Agreement.

10. Independent Contractor. The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the Parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the Parties. This Agreement shall not be construed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company’s employees including contribution from such persons, when required by law.

11. Solicitation. The Premises Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premises Provider to solicit or secure this Agreement with the Company upon any agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premises Provider agrees, in the event of an allegation of substance (the determination of which shall be solely made by the Company) that there has been a violation hereof, Premises Provider shall cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this Agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this Agreement.

12. Force Majeure. Neither Party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this Agreement due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, riots, supply chain delays, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either Party to reasonably carry out its obligations under this Agreement.

13. Survival. Upon the expiration or earlier termination of the term of this Agreement, the Parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the Parties, and except that Premises Provider shall allow Company a reasonable opportunity to collect and remove Company Equipment from Premises Provider facilities. Notwithstanding the foregoing, all sections needed to enforce a Party’s rights under this Agreement shall survive the expiration or earlier termination of the Agreement, and neither Party shall be released from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination.

14. Amendment. No course of dealing between the Parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the Parties.

15. Severability. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of the Agreement. If any provision of this Agreement is found to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. No Waiver. No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. Failure to enforce any right under this Agreement shall not be deemed a waiver of future enforcement of that or any other right.

17. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any other person or entity any legal or equitable rights hereunder.

18. Taxes and Fees. Payment of any taxes or fees levied upon or as a result of this Agreement, or the Services delivered pursuant hereto, shall be the obligation of Company. Taxes and fees include all sales, use, gross receipts, excise and other: local, state and federal taxes, fees, charges and surcharges.

19. Change-of-Law. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Company’s rights, obligations, or intended benefit under the Agreement shall entitle Company to, at its option, renegotiate or terminate the Agreement.

20. Interpretation. The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

21. Authority. Each Party warrants and represents that the Party has the unrestricted right and requisite authority to enter into, deliver and perform under this Agreement.
Inmate Telephone Service
Service Schedule

This Service Schedule applies only to inmate telephone service ("ITS"). Where "Company" is used in this Service Schedule, it shall mean Global Tel*Link Corporation. Additional terms and conditions applicable to ITS are set forth in Tariffs or on Company’s website, which may be modified from time to time.

1. Equipment and Features.

<table>
<thead>
<tr>
<th>Telephones and Workstations</th>
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</thead>
<tbody>
<tr>
<td>Workstations</td>
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<td>0</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>GTL Base Features</th>
</tr>
</thead>
<tbody>
<tr>
<td>365 Day On-Line Recording Storage</td>
</tr>
<tr>
<td>Password Protected Web based User Interface</td>
</tr>
<tr>
<td>Live Monitoring</td>
</tr>
<tr>
<td>Call Detail Reporting Tools</td>
</tr>
<tr>
<td>CD Burning Tools</td>
</tr>
<tr>
<td>Number Management</td>
</tr>
<tr>
<td>Blocked Access to Toll-Free Numbers</td>
</tr>
<tr>
<td>PREA Support</td>
</tr>
<tr>
<td>24X7 Technical Support</td>
</tr>
<tr>
<td>Collect, Prepaid, and Optional Debt Calling</td>
</tr>
<tr>
<td>Hot Alert</td>
</tr>
<tr>
<td>Audit Tools</td>
</tr>
<tr>
<td>TDD/TTY Capability</td>
</tr>
<tr>
<td>Call Prompts in English and Spanish</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GTL Enhanced Features</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call IQ Basic</td>
</tr>
<tr>
<td>Call IQ Advanced</td>
</tr>
<tr>
<td>Voice IQ Initial</td>
</tr>
<tr>
<td>Voice IQ Continuous</td>
</tr>
<tr>
<td>Data IQ GTL Data</td>
</tr>
</tbody>
</table>

The term “Equipment” in this Service Schedule includes the items listed in this Section I of this Schedule and related equipment, including guard posts, concrete pads, mast poles, and site preparation. Guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of Company installed by Company shall remain in all respects that of Company. Company reserves the right to remove or relocate Equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of Service. Company shall not exercise such a right of removal or relocation unreasonably. Company shall notify Premises Provider in writing of its intention to remove or relocate Equipment prior to such action. Upon removal of Equipment by the Company, Company shall restore said premises to its original condition, ordinary wear and tear excepted; however, Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from
the proper installation of Equipment. Premises Provider shall not, and shall not allow any third party to make, alterations or attachments to the Equipment.

2. Inmate Telephone Services.
Company shall be responsible for: (a) furnishing, installing, repairing and servicing the Equipment; (b) the establishment (if and to the extent required of Company by law) and compliance with all Tariffs and rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated inmate telephone system Services provided by Company; (c) the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; (d) the processing of all telephone call records; (e) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (f) the handling of all billing and other inquiries, fraud control, and all other Services essential to the performance of Company’s obligations under this Agreement. Company reserves the right to control unbillables, bad debt and fraud.

Company does not furnish, maintain or provide consumables for peripheral equipment associated with the inmate telephone system. Consumables consist of items such as printer paper, cassette tapes, or compact disks.

3. Compensation.
Remuneration shall be an annual fixed commission of $130,000 of the Gross Revenue billed or prepaid for intrastate inmate telephone calls covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed intrastate inmate call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross Revenue does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; (iv) revenue from interstate calls; and (iv) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Commission payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premise Provider. In the event that the average daily population (“ADP”) of inmates detained at Facilities, as calculated on a monthly basis, is below one hundred and eighty five (185) for two (2) consecutive calendar months Company and Premise Provider agree to renegotiate in good faith the remuneration provided for in this Section.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

Yuba County Sheriff’s Office
215 5th Street
Marysville, CA 95901
Attn: Undersheriff Ron Johnson

4. Rates and Charges for Inmate Telephone Services. The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state’s telecommunication regulatory authority (“PUC”) and the Federal Communications Commission (“FCC”).

a) Interstate ITS calls made using a collect format: $0.25 per minute of use.

b) Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: $0.21 per minute of use.

c) Local and Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: $0.40 per minute of use.

d) International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the Company website.
No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls. The rates charged are exclusive of taxes, and other amounts collected by Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs.

5. **Transaction Fees for Inmate Telephone Services.** Company may charge certain Transaction Fees in accordance with the following amounts:

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee for automated payments (includes payments by interactive voice response, web, or kiosk)</td>
<td>$3.00 per use</td>
</tr>
<tr>
<td>Fee for payment using live operator</td>
<td>$5.95 per use</td>
</tr>
<tr>
<td>Paper bill/statement fee</td>
<td>$2.00 per use</td>
</tr>
<tr>
<td>Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)</td>
<td>The exact fee from the third-party provider passed through directly to customer with no markup</td>
</tr>
</tbody>
</table>

6. **Single-Call and Related Billing Arrangements for Inmate Telephone Services.** Company may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.
Tablet Service Schedule
Enhanced Services - IP-Enabled Tablets

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. Where “Company” is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

2. **Definitions.** Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

   “Agreement” means the contract to which this Service Schedule is attached.

   “Enhanced Services” means enhanced communications, information services, educational, entertainment products, and mail scanning services.

   “IP-Enabled Tablets” (or “Tablets”) means a tablet device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually “Location” and collectively “Locations”). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

<table>
<thead>
<tr>
<th>Location</th>
<th>Location Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yuba County Jail</td>
<td>215 5th Street Marysville, CA 95901</td>
</tr>
</tbody>
</table>

Company will provide a sufficient number of tablets to ensure there is an adequate supply to service inmate usage needs. Decisions to modify the number of tablets will not take place until after 90 days of usage, which allows GTL to run usage reporting to assure adequate usage.

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to Premises Provider. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets may not be available while being repaired or maintained. The Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein, and if required, Premise Provider shall provide security escorts for Company personnel.

6. **Tablets.** The exact amount, type and location(s) of the Tablets at Premise Provider’s Facility shall be as per the mutual agreement of the parties. Company may adjust the number of Tablets up or down at any time. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute the Tablets at any time during the Term. Tablets shall at all times remain the sole and exclusive property of Company. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will
install Tablet charging enclosures (individually “Station” and collectively “Stations”) at locations agreed upon by the Parties. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

a. **Enhanced Services.** Company will provide the following Enhanced Services via the Tablets:

i. **Inmate Content Access.** Company will make available access to certain content through the Tablets, including music, games, electronic messaging, eBooks (“Content Access”). Content Access will be provided on a per minute basis. Content Access will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to add, alter or discontinue any Content Access.

ii. **Video Visitation.** On-premise and Remote video visitation with no less than sixty (60) days online recording storage.

**Voice Communication.** Company will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service (“ITS”) platform supplied by Company. Headsets equipped with a microphone will be required.

iii. **Inmate Accounts.** All Tablet usage may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually “Inmate Account” and collectively “Inmate Accounts”). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and Family fund an inmate’s Inmate Account by deposits made through Company consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate’s release. Inmate friends and family deposits are final.

iv. **Basic Education:** Company will also provide basic education package through Cypherworx. Education content will include all Cypherworx course content in English and Spanish. Annual costs for this solution will be $23,000 annual due upon the 1st anniversary of the go-live date of the education solution and every year thereafter.

v. **Law Library.** Company agrees to provide access to a law library.

b. **Company Obligations.** Company will provide one headset to each inmate who has access to a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through Premises Provider’s commissary service. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. Company may also change the number of Tablets deployed.

c. **Premises Provider Obligations.** A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz through 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmate to paid Content subject to the payment by the inmate of Content usage fees listed herein. In addition, Premises Provider must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts for use with Company’s products; (5) allow inmate family and friends to make deposits into Inmate Accounts; (6) facilitate the integration of Inmate Accounts and
commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time. Premise Provider will not allow anyone to, tamper with or otherwise modify the Tablets or associated software or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. **Enhanced Services and Accessories Rates.** Company may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, Company may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply.

   a. **Voice Communication** will be charged at the same per-minute rate as ITS under this Agreement.

   b. **Paid Inmate Content Access:**
      1. **Standard Profile:** $0.05 per minute
      2. **Promotional Profile:** $0.03 per minute
      3. **Free Profile:** $0.00 per minute

   c. **Video Visitation Services:** $0.25 per minute Remote Visit Price

   d. **Replacement Headphones or Earbuds:** $4.00

   e. **Messaging From Inmate Family and Friends (charged to inmate family and friends):**
      1. $0.25 per written message
      2. $0.25 per photo attachment (in addition to charge for any written message, if provided)

8. **Tablet Commissions.** Company will pay Premises Provider a commission as follows. Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms of the Agreement governing Inmate Telephone Services. Company will pay monthly a sum equal to twenty-five percent (25%) of gross revenue (less all applicable taxes, government imposed fees or charges, and billing or security fees) received from the per minute rate charged to inmates for access to the Tablet, excluding video visitation ("Content Revenue") contingent upon a minimum of percent (80%) of Premises Provider’s inmates having reasonable access to the Tablets. Company will also pay Premises Provider monthly a sum equal to twenty-five percent (25%) of the gross revenue received from billable video visitation services sessions. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.
Call to order 9:01 a.m. with Supervisors Andy Vasquez, Mike Leahy, Gary Bradford, and Randy Fletcher. Supervisor Doug Lofton was absent. Also present were County Administrator Kevin Mallen, County Counsel Mike Ciccozzi and Board Clerk Mary Pasillas.

PLEDGE OF ALLEGIANCE – Led by Supervisor Leahy

ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher – Supervisor Lofton absent

CONSENT AGENDA

MOTION: Move to approve Consent Agenda
MOVED: Andy Vasquez  SECOND: Mike Leahy
AYES: Andy Vasquez, Mike Leahy, Gary Bradford, Randy Fletcher
NOES: None ABSENT: Doug Lofton ABSTAIN: None

Approved via Roll Call Vote

407/2020 Health and Human Services: Adopt resolution authorizing Health and Human Services Director to apply to California Department of Social Services for the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program for the period of July 1, 2020 through June 30, 2021; execute any and all documents required by the application, and the resultant allocation; to accept, transfer and allocate all funds upon review and approval of County Counsel. Adopted Resolution No. 2020-97

410/2020 Probation Department: Approve Probation and School Success Program (PASS) agreements (3) with Marysville Joint Unified (MJUSD) and authorize Chair to execute. Approved

416/2020 Board of Supervisors: Approve request to consolidate election for City of Marysville ballot measure to impose, amend and modernize the current Cannabis Business Tax, (majority vote) with statewide primary election to be held on November 3, 2020 pursuant to Elections Code §10403. Approved

417/2020 Board of Supervisors: Approve request to consolidate election for City of Wheatland to approve extension of one-half cent transactions and use tax for essential City services, (majority vote) with statewide primary election to be held on November 3, 2020 pursuant to Elections Code §10403. Approved

415/2020 Health and Human Services: Adopt resolution authorizing Chair to execute and amend agreements for the California Work Opportunity and Responsibility to Kids (CalWORKs) Program for General Education Diploma (GED) Courses, upon review and approval of County Counsel. Adopted Resolution No. 2020-98
423/2020 Community Development and Services: Adopt resolution authorizing Public Works Director to settle damages to public property matters within specified limits. Adopted Resolution No.2020-99

425/2020 Health and Human Services: Approve Agreement with Hands of Hope for professional services for the period of July 1, 2020 through June 30, 2021 and authorize Chair to execute. Approved

430/2020 Sheriff-Coroner: Approve Contract Amendment No. 1 to extend agreement with Placer County for pathology services July 1, 2020 through June 30, 2021 and authorize Chair to execute. Approved

31/2020 Emergency Services: Approve professional services agreement with Gannett Fleming for Emergency Operation Center Operations Based Exercise, Slow Rise SOP Testing. Approved

420/2020 Sheriff-Coroner: Approve the first of two (2) one-year extensions to the Agreement with California Forensic Medical Group, Inc. (CFMG) for Inmate Medical and Mental Health Services, to include staffing additions, and authorize Chair to execute. Approved

427/2020 Administrative Services: Approve stipend agreement with John F Otto dba: Otto Construction for non-selected DBE for the Tri-County Juvenile Rehabilitation Facility and authorize Chair to execute. Approved

433/2020 Community Development and Services: Adopt resolution authorizing Community Development and Services to enter into a Memorandum of Understanding with SACOG for Regional Early Action Planning (REAP) funds. Adopted Resolution No. 2020-100

409/2020 Human Resources: Approve YCEA Labor Agreement application of benefits to Non-Represented Miscellaneous Management, Elected, and Confidential employees; and adopt resolution amending the Salary Schedule in its entirety effective August 1, 2020. Adopted Resolution No. 2020-101

408/2020 Human Resources: Approve Master Labor Agreement and Side Letter of Agreement between the County of Yuba and Yuba County Employees' Association and authorize Chair to execute. Approved

441/2020 Clerk of the Board: Approve meeting minutes of July 28, and August 11, 2020. Approved as written

394/2020 Community Development and Services: Adopt resolution authorizing Public Works Director to Execute a Sustainable Transportation Planning Grant agreement. Adopted Resolution No. 2020-102

450/2020 County Counsel: Approve CalCONNECT System Data Use and Disclosure Agreement with the State of California and authorize Chair or Vice-Chair to execute. Approved

PUBLIC COMMUNICATIONS - The following individuals spoke:
Mr. Johnny Burke – Homelessness
Mr. Jose Mejia – COVID19
Mr. David Villarreal – Yuba County Jail ICE detainees hungar strike
Ms. Itzel Calvo – Yuba County Jail ICE detainees hungar strike
Mr. Juan Prieto – Yuba County Jail ICE detainees hungar strike
Dr. Rhonda Rios Kravitz – Yuba County Jail ICE detainees hungar strike
Mr. Johnny Vasquez through an interpreter-Edwin - Yuba County Jail ICE detainees hungar strike

08/25/2020
COUNTY DEPARTMENTS

419/2020 Community Development and Services: Adopt resolution authorizing the borrowing of up to $45,000 from CSA 66 to CSA 14 for CSA 14 road repairs. (4/5 Roll Call Vote Required) (Five minute estimate)

MOTION: Move to adopt
MOVED: Andy Vasquez  SECOND: Randy Fletcher
AYES: Andy Vasquez, Mike Leahy, Gary Bradford, Randy Fletcher
NOES: None  ABSTAIN: None  ABSENT: Doug Lofton

Adopted Resolution No. 2020-103 via Roll Call Vote

422/2020 Health and Human Services: Approve agreement between the County of Yuba, on behalf of its Health and Human Services Department, and Habitat for Humanity Yuba/Sutter for the period of August 1, 2020 through December 31, 2020. (Roll Call Vote) (Five minute estimate) Director Jennifer Vasquez provided a brief recap.

MOTION: Move to approve
MOVED: Andy Vasquez  SECOND: Randy Fletcher
AYES: Andy Vasquez, Mike Leahy, Gary Bradford, Randy Fletcher
NOES: None  ABSTAIN: None  ABSENT: Doug Lofton

Approved via Roll Call Vote

436/2020 Health and Human Services: Authorize Human Resources to advertise for Extra Help Epidemiologist and authorize Health and Human Services to hire a successful candidate at salary step 7 (1.30%). (Roll Call Vote) (Five minute estimate) Director Jennifer Vasquez recapped urgency to fill position.

MOTION: Move to authorize
MOVED: Andy Vasquez  SECOND: Randy Fletcher
AYES: Andy Vasquez, Mike Leahy, Gary Bradford, Randy Fletcher
NOES: None  ABSTAIN: None  ABSENT: Doug Lofton

Authorized via Roll Call Vote

421/2020 Health and Human Services: Authorize Health and Human Services to hire a Supervising Public Health Nurse II at salary step 5 (1.20%) and credit the candidate with 40 hours of vacation. (Roll Call Vote) (Five minute estimate) Director Jennifer Vasquez briefly recapped position request.

MOTION: Move to authorize
MOVED: Andy Vasquez  SECOND: Randy Fletcher
AYES: Andy Vasquez, Mike Leahy, Gary Bradford, Randy Fletcher
NOES: None  ABSTAIN: None  ABSENT: Doug Lofton

Authorized via Roll Call Vote
435/2020 Community Development and Services: Adopt resolution authorizing Yuba County Community Development and Services to apply for and execute a standard agreement for the CDBG Disaster Relief Multifamily Housing grant program. (Roll Call Vote) (Five minute estimate) Director Kevin Perkins recapped grant requirements, and responded to Board inquiries.

County Counsel Mike Ciccozzi advised any agreements should be brought back to the Board for ratification and approval.

MOTION: Move to modify and adopt
MOVED: Andy Vasquez  SECOND: Randy Fletcher
AYES: Andy Vasquez, Mike Leahy, Gary Bradford, Randy Fletcher
NOES: None  ABSTAIN: None  ABSENT: Doug Lofton

Adopted Resolution No. 2020-104 via Roll Call Vote

389/2020 Sheriff-Coroner: Receive information from the Sheriff’s Department on the need to update the Department’s Communications Center and take action as appropriate. (Roll Call Vote) (Five minute estimate) Sheriff Anderson recapped costs, and responded to Board inquiries.

MOTION: Move to approve
MOVED: Andy Vasquez  SECOND: Mike Leahy
AYES: Andy Vasquez, Mike Leahy, Gary Bradford, Randy Fletcher
NOES: None  ABSTAIN: None  ABSENT: Doug Lofton

Approved via Roll Call Vote

438/2020 Emergency Services: Approve Wildfire Prevention Grant Application from Yuba Watershed Protection and Fire Safe Council. (Five minutes estimate)

MOTION: Move to approve
MOVED: Randy Fletcher  SECOND: Andy Vasquez
AYES: Andy Vasquez, Mike Leahy, Gary Bradford, Randy Fletcher
NOES: None  ABSTAIN: None  ABSENT: Doug Lofton

Approved via Roll Call Vote

434/2020 County Administrator: Adopt resolution to make a finding of public purpose and authorize County Administrator to establish a Yuba County non-profit relief grant program, administered by Yuba-Sutter-Colusa United Way, to support local non-profit agencies adversely affected by the COVID-19 pandemic using a portion of the CARES Act grant monies allocated to Yuba County. (Roll Call Vote) (Five minute estimate) County Administrator Kevin Mallen provided a brief recap and responded to Board inquiries.

County Counsel Mike Ciccozzi advised Board agenda items 434-2020, 432-2020 and 437-2020 could be heard at the same time and approved with one motion.

Mr. Mallen recapped agenda items 432-2020, 437-2020 and responded to Board inquiries.

Adopted Resolution No. 2020-105

08/25/2020
432/2020 County Administrator: Adopt resolution to make a finding of public purpose and authorize creation of a Yuba Sutter Food Bank administered, Vulnerable Populations Food Delivery Program to deliver and provide 2 pre-made meals and groceries to eligible Yuba County residents, using a portion of the CARES Act grant and CDBG monies allocated to Yuba County. (Roll Call Vote) (Five minute estimate)

Adopted Resolution No. 2020-106

437/2020 County Administrator: Adopt resolution to make a finding of public purpose and authorize County Administrator to establish a Childcare Relief Program, administered by Children's Home Society to support and strengthen local childcare providers during the COVID-19 pandemic using a portion of the CARES Act grant monies allocated to Yuba County. (Roll Call Vote) (Five minute estimate)

Adopted Resolution No. 2020-107

Auditor-Controller Rich Eberle recapped reporting factors of CARES Act funding.

In response to Board inquiries YES Team Lead Jason Kopping advised there would be public outreach through press releases, social media, and direct contact.

MOTION: Move to make finding of public purpose and adopt resolutions
MOVED: Andy Vasquez  SECOND: Mike Leahy
AYES: Andy Vasquez, Mike Leahy, Gary Bradford, Randy Fletcher
NOES: None  ABSTAIN: None  ABSENT: Doug Lofton

Adopted Resolutions 2020-105, 2020-106, and 2020-107 respectively via Roll Call Vote

ORDINANCES AND PUBLIC HEARINGS – The Clerk read the disclaimer.

267/2020 Community Development and Services: Public Hearing - hold public hearing and adopt resolution adopting order of vacation of the north-south portion of Lincoln Avenue, road number 250. (Roll Call Vote) (Five minute estimate) Assistant Director Dan Peterson provided a brief recap and responded to Board inquiries.

Vice Chair Bradford opened the Public Hearing. No one came forward.

MOTION: Move to close the Public Hearing and adopt
MOVED: Randy Fletcher  SECOND: Andy Vasquez
AYES: Andy Vasquez, Mike Leahy, Gary Bradford, Randy Fletcher
NOES: None  ABSTAIN: None  ABSENT: Doug Lofton

Adopted Resolution No. 2020-108 via Roll Call Vote

233/2020 Community Development and Services: Public Hearing - hold public hearing and adopt resolution generally vacating a public road over a portion of Brophy Road, road number 376. (Roll Call Vote) (Five minute estimate). Assistant Director Dan Peterson provided a brief recap and responded to Board inquiries.

Vice Chair Bradford opened the Public Hearing. No one came forward.
MOTION: Move to close the Public Hearing and adopt
MOVED: Andy Vasquez  SECOND: Randy Fletcher
AYES: Andy Vasquez, Mike Leahy, Gary Bradford, Randy Fletcher
NOES: None  ABSTAIN: None  ABSENT: Doug Lofton

Adopted Resolution No. 2020-109 via Roll Call Vote

439/2020 County Counsel: Ordinance - Hold public hearing, waive first reading, and introduce ordinance amending Chapter 4.70 of Title IV, Historic Resources Commission. (Roll Call Vote) (Five minute estimate) County Counsel Mike Ciccozzi recapped and responded to Board inquiries.

Vice Chair Bradford opened the Public Hearing. No one came forward.

MOTION: Move to waive reading and introduce ordinance
MOVED: Randy Fletcher  SECOND: Andy Vasquez
AYES: Andy Vasquez, Mike Leahy, Gary Bradford, Randy Fletcher
NOES: None  ABSTAIN: None  ABSENT: Doug Lofton

Approved via Roll Call Vote

CORRESPONDENCE – The Board received the following correspondence.

428/2020 Notice from California Fish and Game Commission regarding notice of proposed regulatory actions relating to recreational and commercial fishing regulations.


BOARD AND STAFF MEMBERS’ REPORTS
County Administrator Kevin Mallen:
• Air quality in Government Buildings
• CARES Act Funding

CLOSED SESSION – The Board retired into closed session at 10:22 a.m. and returned at 11:02 a.m. with all members being present as indicated above, Supervisor Lofton was absent.

187/2020 THREAT TO PUBLIC SERVICES OR FACILITIES pursuant to Government Code section 54957(a) - Consultation with Director and Deputy Director of Emergency Services and Public Health Officer. No reportable action.

442/2020 CONFERENCE WITH LEGAL COUNSEL - Existing Litigation pursuant to Government Code section 54956.9(d)(1) - Mosqueda-Cisneros vs. County of Yuba, United States District Court for the Eastern District of California, Case Number 2:20-CV-00729. By unanimous vote, the Board authorized defense of the matter entitled Mosqueda-Cisneros vs. County of Yuba and the retention of outside counsel, the law firm of Porter Scott to defend the County in this action.

443/2020 CONFERENCE WITH LEGAL COUNSEL - Existing Litigation pursuant to Government Code section 54956.9(d)(1) - Sample v. County of Yuba et al., Yuba County Superior Court Case Number CVPM20-00546. By unanimous vote, the Board authorized defense of the action entitled Sample vs. County of Yuba and the retention of outside counsel, the law firm of Porter Scott to defend the County and the named deputy in this matter.

08/25/2020
444/2020 CONFERENCE WITH LEGAL COUNSEL - Significant Exposure to Litigation pursuant to Government Code section 54956.9(d)(2) - 1 Case. No reportable action.

ADJOURN at 11:04 A.M.

__________________________________________
Chair

ATTEST: RACHEL FERRIS
CLERK OF THE BOARD OF SUPERVISORS

__________________________
By Mary Pasillas, Board Clerk

Approved: ________________________
TO:            Board of Supervisors
FROM:          Wendell Anderson, Sheriff-Coroner
DATE:          September 22, 2020
NUMBER:        471/2020

Recommendation:
Receive and review the Inmate Welfare Expenditure Summary for Fiscal Year 2019-20 pursuant to Penal Code Section 4025 (e).

Background:
The money and property deposited into the inmate welfare fund shall be expended by the Sheriff primarily for the benefit, education and welfare of the inmates confined within the jail. Any funds that are not needed for the welfare of the inmates may be expended for the maintenance of the county jail facility. Maintenance of the county jail facilities may include the salary and benefits of personnel used in the programs to benefit the inmates, including, but not limited to, education, drug and alcohol treatment, welfare, library, accounting and other programs deemed appropriate by the Sheriff.

Discussion:
Attached is the expenditure summary for the Inmate Welfare Funds for the Fiscal Year 2019-20.

Committee Action:
Due to the routine nature of this item, it was placed directly on the Board of Supervisor’s agenda.

Fiscal Impact:
General Fund - None
Non-General Fund - $435,552.79
Source of Funds - All expenditures were made from the Public Safety fund and reimbursed from the Inmate Welfare Trust Fund.

Attachments:
471/2020 Inmate Welfare Expenditure Summary 2019-20
## Inmate Welfare Expenditure Summary for FY 2019-20

Expenditure Summary for Inmate Welfare Fund for Fiscal Year 2019-20 pursuant to Penal Code Section 4025 (e).

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissary Purchases</td>
<td>$186,676.29</td>
</tr>
<tr>
<td>Books and Reading Materials</td>
<td>$34,926.00</td>
</tr>
<tr>
<td>Cable</td>
<td>$4,078.85</td>
</tr>
<tr>
<td>Hygiene Kits &amp; other misc personal items</td>
<td>$8,265.87</td>
</tr>
<tr>
<td>Attorney access phone</td>
<td>$0</td>
</tr>
<tr>
<td>Games &amp; Movies</td>
<td>$4,315.88</td>
</tr>
<tr>
<td>Postage/pre-stamped envelopes</td>
<td>$1,434.53</td>
</tr>
<tr>
<td>Office supplies</td>
<td>$1,425.30</td>
</tr>
<tr>
<td>Salaries/Benefits</td>
<td>$146,524.30</td>
</tr>
<tr>
<td>Vocational Instructional Expenses</td>
<td>$2,504.16</td>
</tr>
<tr>
<td>AT&amp;T phone calling cards</td>
<td>$40,143.00</td>
</tr>
<tr>
<td>Inmate Incentive Program</td>
<td>$1,014.76</td>
</tr>
<tr>
<td>New equipment purchases</td>
<td></td>
</tr>
<tr>
<td>(TV’s, DVRs, Radios)</td>
<td>$4,243.85</td>
</tr>
</tbody>
</table>

Total Expenditures for Fiscal Year 2019-20 $435,552.79
The County of Yuba
Community Development and Services Agency

TO: Board of Supervisors
FROM: Community Development and Services Agency, Mike Lee
SUBJECT: Approve amendment No. 1 with Knight CM Group for the Rice's Crossing Construction Management Support Services Contract No. 2020-6020.1
DATE: September 22, 2020
NUMBER: 479/2020

Recommendation

The Public Works Department recommends that the Board of Supervisors approve Amendment No. 1 for the construction management services agreement with Knight CM Group for the Rice’s Crossing Bridge Replacement Project (Contract No. 2020-6020.1) and authorize the Chair to execute the amendment.

Background

The existing bridge was built in the 1920s and is currently structurally deficient with scourable materials along the channel bed. A detour road was constructed on Rice’s Crossing Road to allow through traffic during the bridge replacement just south of Marysville Road. Construction has started and is estimated to be complete by December 2020.

Knight CM group was awarded the management services agreement at the June 23, 2020 board meeting.

Discussion

Construction began in July of 2020. In order to address some matters that have arisen during the construction phase, this amendment adds an additional $87,455.54 for increased hours for oversight resident engineer/structure’s representative, for potential claim support by the Project Manager, to provide construction management software via CMIS, provide labor compliance, and provide biological monitoring for a nesting Acorn Woodpecker.
Committee Action

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

Fiscal Impact

General Fund - None
Non-General Fund - None
Source of Funds - This project is fully funded with Federal-aid money through the Highway Bridge Program (HBP) with no local match required.

Attachments

479/2020 Amendment No. 1 Knight CM Group
PROFESSIONAL SERVICES AGREEMENT
YUBA COUNTY PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES

AMENDMENT # 1

This is the first amendment to the agreement (Contract No. 2020-6020.1), dated June 23, 2020, for Construction Management services between the County of Yuba (COUNTY) and Knight CM Group (CONSULTANT).

Pursuant to General Provision D.21, “CHANGE IN TERMS,” of the basic agreement, the following changes are hereby made:

(1) Attachment A, Scope of Work, Section A.1 Scope of Services and Duties, is amended to include:

The services to be provided by CONSULTANT and the scope of CONSULTANT’s duties are amended to include additional construction support services for Rice’s Crossing Bridge Replacement Project over Oregon Creek to include work as described in the attached exhibit labeled as Exhibit 3 – Amendment 1 Scope of Services.

(2) Attachment B, Payment, Section B.1 Base Contract Fee, is changed to read:

COUNTY shall pay CONSULTANT a contract fee not to exceed ONE HUNDRED FORTY NINE THOUSAND NINE HUNDRED NINETY SEVEN DOLLARS AND FOUR CENTS ($149,997.04); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provisions B.1 exceed ONE HUNDRED FORTY NINE THOUSAND NINE HUNDRED NINETY SEVEN DOLLARS AND FOUR CENTS ($149,997.04) without a formal written amendment to this Agreement approved by the COUNTY.

The additional fee shall be in accordance with the attached exhibit labeled Exhibit 4 – Amendment 1 Cost Proposal.

All other terms and conditions remain unchanged.
In witness thereof, the parties hereto have executed this Amendment #1 to the Agreement on ____________, 2020.

"COUNTY"
County of Yuba

Chair,
Board of Supervisors

"CONSULTANT"
Knight CM Group

Matthew L. Taliaferro,
President

INSURANCE PROVISIONS APPROVED

Jill Abel,
Risk Manager

APPROVED AS TO FORM

Office of the County Counsel
Exhibit 3
Amendment 1 Scope of Services

- Increase hours for the Oversight Resident Engineer/Structure’s Representative
- Add hours for potential claim support by the Project Manager
- Provide construction management software via CMIS
- Provide Labor Compliance
- Provide biological monitoring for nesting Acorn Woodpecker
## EXHIBIT 10-H1 COST PROPOSAL

### Page 1 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed
☐ Prime Consultant  ☐ Subconsultant  ☐ 2nd Tier Subconsultant

Consultant: Knight CM Group

Project No. 2020-6020/BRO-5916(107)  Contract No. TBD  Date 07/17/2020

### DIRECT LABOR

<table>
<thead>
<tr>
<th>Classification/Title</th>
<th>Name</th>
<th>Hours</th>
<th>Actual Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oversight RE/ESR</td>
<td>Matthew L. Taliaferro, PE</td>
<td>188.00</td>
<td>$84.10</td>
<td>$15,810.80</td>
</tr>
<tr>
<td>Project Manager</td>
<td>Mehrdad Varzandeh, PE</td>
<td>40.00</td>
<td>$90.00</td>
<td>$3,600.00</td>
</tr>
</tbody>
</table>

**LABOR COSTS**

a) Subtotal Direct Labor Costs $19,410.80

b) Anticipated Salary Increases (see page 2 for calculation) $0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $19,410.80

d) Fringe Benefits (Rate: 0.00% *)

e) Total Fringe Benefits [(c) x (d)] $0.00

f) Overhead (Rate: 0.00% *)
g) Overhead [(c) x (f)] $0.00

h) General and Administrative (Rate: 134.7%)
i) Gen & Admin [(c) x (h)] $26,154.11

j) TOTAL INDIRECT COSTS [(c) + (g) + (i)] $26,154.11

### FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10.00% $4,556.49

### CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>CMIS - CM Software</td>
<td>1</td>
<td>LS</td>
<td>$6,500.00</td>
<td>$6,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

l) TOTAL OTHER DIRECT COSTS $6,500.00

m) SUBCONSULTANTS’ COSTS (Add additional pages if necessary)

- Subconsultant 1: Sacramento Office Support - Labor Compliance $24,960.00
- Subconsultant 2: Area West - Biological Monitoring $5,874.14
- Subconsultant 3:                                                     
- Subconsultant 4:                                                    

m) TOTAL SUBCONSULTANTS’ COSTS $30,834.14

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] $37,334.14

TOTAL COST [(c) + (j) + (k) + (n)] $87,455.54

### NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant’s annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.
EXHIBIT 10-H1 COST PROPOSAL  Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Matthew L. Taliaferro  Title: Principal

Signature:  Date of Certification (mm/dd/yyyy): 07/17/2020

Email: matt@knightcmgroup.com  Phone Number: 916-969-6646

Address: 224 Candlewood Court | El Dorado Hills, CA 95762

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:
INTRODUCTION

CMIS is a provider of construction management software to public and private clients, offering solutions to drastically increase project efficiency and accountability by streamlining and getting all your project information in one location. For 10 years, CMIS has anticipated changes that would impact our clients and has expanded our capabilities in order to deliver sustainable project solutions. We establish relationships that go beyond the realm of the project at hand with our commitment to sustainability, our involvement in our communities and the variety of services we provide.

CMIS was designed and developed in collaboration with private and public agencies. It was created for construction management by construction managers. We created the CMIS as a result of using various off-the-shelf programs and products that did not meet the needs for effective owner-representative documentation.

The CMIS is a web based software. It can be modified to suit the reporting requirements of projects. It can be used with a desktop, laptop and/or tablet devices with typical software and no extra hardware.

SCOPE OF SERVICES

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>COST</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>SUBTOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>CMIS Software</td>
<td>$1,300.00</td>
<td>5 Users</td>
<td>1 Year</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>Initial Startup</td>
<td>$1,500.00</td>
<td>1</td>
<td>1</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Training &amp; 1:1 Coaching</td>
<td>$800.00</td>
<td>1</td>
<td>Day</td>
<td>$800.00</td>
</tr>
<tr>
<td>Preferred Customer Discount</td>
<td></td>
<td></td>
<td></td>
<td>$2,300.00</td>
</tr>
</tbody>
</table>

Grand Total: $6,500.00

Project Enterprise Version 4.0 including all software updates through the contract period. Software may be used without restriction for an unlimited number of projects as long as they are associated with this customer.

Software subscription includes telephone and email support for all CMIS system issues and questions. Support desk is available Monday through Friday from 8am to 5pm PST.

Contract period: July 1, 2020 to June 30, 2021
ADDITIONAL TERMS

- Additional quantities and services can be added at any time during the term and will be coterminal with the existing purchase unless specifically documented.
- CMIS service is provided via KNIGHT CONSTRUCTION MANAGEMENT access agreement.
- Customer will not be billed until final budget and scope is agreed to and contingent upon approval.

BILLING SCHEDULE

- Yearly: $6,500 (Lump Sum)

CUSTOM DEVELOPMENT

Customize Program (Optional Task) includes modifications, alterations or addition of worksheets, templates or database expansion (Hourly Rate of $120/hr). Any customizations will need to be approved by the Customer.

Executed and Agreed by:

CMIS

______________________________  
Signature

______________________________  
Name

______________________________  
Title

______________________________  
Date

KNIGHT CONSTRUCTION MANAGEMENT

______________________________  
Signature

Matthew L. Taliaferro

______________________________  
Name

President

______________________________  
Title

06.29.2020

______________________________  
Date
### Exhibit 4 - Amendment 1 Cost Proposal

<table>
<thead>
<tr>
<th>TASK</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>HOURS</th>
<th>LABOR COMPLIANCE MONITOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rice's Crossing Road Over Oregon House Creek Bridge Replacement</td>
<td>Construction</td>
<td>Post-Const</td>
<td>$130</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Set up project binders Contractor/Subs</td>
<td>2</td>
<td>2</td>
<td>$260</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekly review of certified payroll furnished by Contractor and Sub to verify Fed/State wage requirements and timely submission. Cross-check with Daily Reports and Interviews.</td>
<td>10</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>10</td>
<td>100</td>
<td>$13,000</td>
<td></td>
</tr>
<tr>
<td>Verify apprentice certifications: Track required ratios, as well as contract goals: the number of trainees or apprentices is 3 for the Federal training program for this project.</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>22</td>
<td>$2,860</td>
<td></td>
</tr>
<tr>
<td>Conduct employee interviews at the job site to verify correct payment of prevailing wages, employee classifications and work performed.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Verify job site postings including EEO Postings of Fair and Equal Employment Practices, Notice of Workers Compensation, DOL Davis Bacon Act Poster, State and Federal Wage Determinations</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>$520</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identify wage underpayments, communicate with Contractor regarding inadequacies. Prepare reports recommending a course of action with respect to inadequacies or investigations. If necessary, backup documentation is to be provided verifying restitution was made. CEM 2506 &amp; CEM 2507</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>12</td>
<td>$1,560</td>
<td></td>
</tr>
<tr>
<td>Provide regular briefings to the Project Manager/Resident Engineer as to the status of any wage or apprenticeship standards deficiency.</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>5</td>
<td>$650</td>
<td></td>
</tr>
<tr>
<td>Assist with extra work bills verification of supporting documentation in the form of certified payroll.</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>5</td>
<td>$650</td>
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</tr>
<tr>
<td>Assist with collecting and reviewing demographic project participation utilization reports for EEO compliance. FHWA-1391 reflecting last full pay period in July. Reports typically due to County Aug. 10th and submit to Caltrans by Aug. 15th.</td>
<td>4</td>
<td>4</td>
<td>$520</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DBE reports, collect, review for monthly cumulative tracking and final reporting</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>10</td>
<td>$1,300</td>
<td></td>
</tr>
<tr>
<td>Attend various internal and external meetings at the request of the Project Manager/Resident Engineer or County.</td>
<td>2</td>
<td>2</td>
<td>4</td>
<td>$520</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintain labor compliance files and records in accordance with LASM guidelines. (redacted hard copy files will be turned over to the County during project closeout) Redacted electronic files will be kept in the electronic project files under Category 25.</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>24</td>
<td>$3,120</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>21</strong></td>
<td><strong>38</strong></td>
<td><strong>38</strong></td>
<td><strong>34</strong></td>
<td><strong>36</strong></td>
<td><strong>25</strong></td>
<td><strong>192</strong></td>
<td><strong>$24,960</strong></td>
</tr>
</tbody>
</table>

Notes:
(1) Hours based on the assumption that the bridge work will work from July 2020 - Nov 2020
(2) County will be billed only for hours worked
(3) Contract time may be extended by weather or unforeseen delays that arise during construction. Cost proposal may need to be reviewed should this occur.
(4) County Staff will conduct Employee Interviews at job site
(5) Compliance Monitoring in conformance with Caltrans Construction Manual, Chapter 8 Employment Practices; Section 1 Labor Compliance
**EXHIBIT 10-H1 COST PROPOSAL** Page 1 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

*(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)*

Note: Mark-ups are Not Allowed

- **Prime Consultant**
- **Subconsultant**: **2**nd Tier Subconsultant

**Consultant**

Sacramento Office Support  

**Project No.** BRLO-5916(107)  
**Contract No.** 2020 - 6020.1  
**Date** 07/01/2020

**DIRECT LABOR**

<table>
<thead>
<tr>
<th>Classification/Title</th>
<th>Name</th>
<th>Hours</th>
<th>Actual Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
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<tr>
<td>Labor Compliance</td>
<td>Susan Fenrich</td>
<td>192</td>
<td>$56.28</td>
<td>$10,805.76</td>
</tr>
</tbody>
</table>

**LABOR COSTS**

- a) Subtotal Direct Labor Costs  
- b) Anticipated Salary Increases (see page 2 for calculation)  
- c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $10,805.76

**INDIRECT COSTS**

- d) Fringe Benefits (Rate: ____ %)  
- e) Total Fringe Benefits [(c) x (d)] $__________  
- f) Overhead (Rate: ____ %)  
- g) Overhead [(c) x (f)] $__________  
- h) General and Administrative (Rate: 110 %)  
- i) Gen & Admin [(c) x (h)] $11,886.34  
- j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $11,886.34

**FIXED FEE**

- k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 % $2,269.21

**CONSULTANT’S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage Costs</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Rental and Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permit Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plan Sheets</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Test</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

m) SUBCONSULTANTS’ COSTS (Add additional pages if necessary)

- $  
- $  

m) TOTAL SUBCONSULTANTS’ COSTS $  

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] $  

**TOTAL COST** [(c) + (j) + (k) + (n)] $24,960.00

**NOTES:**

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant’s annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.
EXHIBIT 10-H1 COST PROPOSAL  Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: ___________ Susan Fenrich ___________ Title *: President

Signature : ___________ Susan Fenrich ___________ Date of Certification (mm/dd/yyyy): 07/01/2020

Email: ___________ susankfenrich@gmail.com ___________ Phone Number: (916) 995-5851

Address: ___________ 8698 Elk Grove Blvd., Suite 1 #319, Elk Grove, CA 95624

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Labor Compliance Monitoring
July 23, 2020

Matthew L. Taliaferro, PE
Knight CM Group
(916) 969-6646
Via email: Matt@knightcmgroup.com

SUBJECT: Scope and Cost for Nest Monitoring Support Services for the Rice’s Crossing Over Oregon House Creek Bridge Replacement Project, Yuba County, CA

Area West Environmental, Inc. (AWE) understands that an active acorn woodpecker (Melanerpes formicivorus) was observed within the Rice’s Crossing Over Oregon House Creek Bridge Replacement Project (Project) site during a pre-construction survey on July 9, 2020. Per the California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement (SAA, #1600-2019-0015-R2) measure 2.8, should an active nest be found, the Permittee shall consult with CDFW regarding appropriate action.

Task 1. CDFW Coordination and Biological Surveys

AWE will coordinate with CDFW to determine the appropriate action and will provide two days of nest observation to establish baseline data for the active nest. AWE recommends that a 100-foot buffer be established around the nest; this recommendation will be discussed with CDFW. An AWE biologist will conduct two days of nest observations to establish baseline data for the active nest. Data will include information on the location and nest status, a discussion of the habitat, behavioral observations throughout the day, and accompanied photographs. Nest observation logs will be submitted to Knight CM Group daily.

AWE understands that tree removal to allow the construction of a temporary detour road will require construction activities to occur adjacent to and slightly inside the recommended 100-foot buffer. AWE will conduct nest observations during construction adjacent to and within the 100-foot buffer to determine whether nesting activities are negatively impacted by construction. Nesting behavior observations will be compared to the baseline data. Nest observation logs will be submitted to Knight CM Group daily.

AWE will support Knight CM Group and Yuba County’s coordination efforts with CDFW.

Assumptions:
- Two 10-hour days of nest observations will be conducted to establish baseline conditions.
- Up to two 8-hour days of nest observations will be conducted to monitor nesting activities during active construction.
- AWE will assist with up to 20 hours of coordination with CDFW.

Sincerely,

Becky Rozumowicz-Kodsuntie
Project Manager
### Exhibit 6 - Amendment 1 Cost Proposal

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Hours</th>
<th>Rate ($/hr)</th>
<th>Total Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>OSPN Coordination and Biological Survey</td>
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<td>$2,728.00</td>
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<td></td>
<td>10</td>
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<td>$1,364.00</td>
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<td>84</td>
<td>$641.94</td>
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</tr>
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<td>Labor Costs</td>
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<td>Salary</td>
<td></td>
<td>1,733</td>
<td>$136.40</td>
<td>$233,708.60</td>
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<td>$136.40</td>
<td>$55,467.20</td>
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<td></td>
<td>65</td>
<td>$74.49</td>
<td>$4,847.85</td>
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<td></td>
<td>56</td>
<td>$641.94</td>
<td></td>
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<tr>
<td></td>
<td></td>
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<td></td>
<td>$429,965.17</td>
</tr>
<tr>
<td>Total Estimated Fee</td>
<td></td>
<td></td>
<td></td>
<td>$474,016.17</td>
</tr>
</tbody>
</table>

**Confidential Business Information**

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**EXHIBIT 10-11**

AWE Supplemental
EXHIBIT 10-HI COST PROPOSAL (Page 1 of 3)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DIRECT, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant [ ]
Subconsultant [X]
2nd Tier Subconsultant [ ]

Consultant: Area West Environmental, Inc.

Project No. Rice's Crossing Road
Monitoring - Nesting Birds

Contract No. Knight Cm Group

Date: 7/4/2020

DIRECT LABOR

<table>
<thead>
<tr>
<th>Classification/Title</th>
<th>Name</th>
<th>Range</th>
<th>Hours</th>
<th>Initial Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal/Biological Resources Lead</td>
<td>Romanowicz-Kozinsante, Rebeca J.</td>
<td>$65-$115</td>
<td>9</td>
<td>$68.00</td>
<td>$612.00</td>
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<tr>
<td>Planner III</td>
<td>Brinkman, Cory G.</td>
<td>$38-$60</td>
<td>10</td>
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<td>$380.00</td>
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<tr>
<td>Technician</td>
<td>Brown, Elizabeth L.</td>
<td>$13-$30</td>
<td>0</td>
<td>$20.00</td>
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</tr>
<tr>
<td>Biological Monitor</td>
<td>Haro, Gabriel A.</td>
<td>$13-$30</td>
<td>8</td>
<td>$20.00</td>
<td>$160.00</td>
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<tr>
<td>Project Accountant I</td>
<td>Hecox, Ericka A.</td>
<td>$20-$35</td>
<td>1</td>
<td>$25.00</td>
<td>$25.00</td>
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<td>Technician II</td>
<td>Hinkley, Christine M.</td>
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<td>Environmental Specialist I</td>
<td>Manner, Mark J</td>
<td>$18-$40</td>
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<tr>
<td>Biologist I, Water Quality Specialist</td>
<td>Richardson, Arthur L.</td>
<td>$18-$45</td>
<td>20</td>
<td>$26.00</td>
<td>$520.00</td>
</tr>
</tbody>
</table>

LABOR COSTS
a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases (see page 2 for calculations)
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $1,936.20

INDIRECT COSTS
d) fringe Benefits
   Overhead Rate: 8.11%
   Rate: 76.73%
   General and Administrative
   Rate: 17.50%

   e) Total fringe benefits [(c) x (d)] $1,628.54
   f) Overhead [(e) x (f)] $1,478.48
   i) Gen & Admin [(c) x (h)] $1,478.48

   j) TOTAL INDIRECT COSTS [(c) + (g) + (i)] $3,107.02

FIXED FEE
b) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00% $504.32

I) CONSULTANT’S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

<table>
<thead>
<tr>
<th>SCHEDULE OF OTHER DIRECT COST ITEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>DESCRIPTION OF ITEM</td>
</tr>
<tr>
<td>----------------------</td>
</tr>
<tr>
<td>Travel: mileage costs (at federal travel rate) 4 RT @ 71 miles ea</td>
</tr>
</tbody>
</table>

   i) TOTAL OTHER DIRECT COSTS $326.60

m) SUBCONSULTANTS’ COSTS (Add additional pages if necessary)
m) SUBCONSULTANTS’ COSTS $ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(i) + (m)] $326.60

TOTAL COST [(c) + (j) + (k) + (o)] $5,874.14

NOTES:
1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant’s annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculations (page 2) must accompany.

Invoices will be based on staff actual hourly pay rates at the time work is conducted, multiplied by the contracted overhead rate and fixed fee noted above. Subconsultant and Direct Costs will be billed at actual cost. The same Overhead rate will be used for all years for multi-year contracts. Overtime hours for non-exempt staff will be billed at overtime rates based on actual hourly pay rate established in California state law (i.e., 1.5 times the pay rate for hours worked over 8 hours).
EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)

Certification of Direct Costs

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Becky Rozumowicz-Kodsuntie  Title*: President
Signature:  Date of Certification (mm/dd/yyyy): 7/24/2020
Email: becky@areaawest.net  Phone Number: 1-916/987-3362

Address: 6248 Main Avenue, Suite #C, Orangevale, CA 95662

*An individual executive or financial officer of the consultant's or subconsultants organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

Environmental consulting, surveys, monitoring
TO: Board of Supervisors

FROM: Deputy Director of Emergency Services, Scott Bryan

SUBJECT: Adopt resolution terminating the ongoing local emergency due to historical rainfall.

DATE: September 22, 2020

NUMBER: 483/2020

Recommendation
Adopt resolution terminating the existence of an ongoing local 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. The County had received a Federal Declaration and have repaired and recovered all expenses due to Historical Rainfall. Therefore, the above recommendation is made to terminate the existence of an ongoing local emergency.

The emergency conditions related to the Historical Rainfall no longer exist in the County of Yuba.

Committee Action: No Committee action was taken due to State requirements.

Fiscal Impact: This is an Administrative action only, there is no fiscal impact associated.

Attachments: 483/2020: Resolution to Terminate Historical Rainfall Emergency
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION OF THE YUBA COUNTY BOARD OF SUPERVISORS TERMINATING THE LOCAL EMERGENCY PROCLAMATION DUE TO HISTORICAL RAINFALL) RESOLUTION NO. ________________

WHEREAS, on February 22, 2017, the County Director of Emergency Services ("Director") proclaimed a local emergency pursuant to the powers prescribed under County Ordinance Code section 4.20.70(b)(1). Said local emergency arose by the historic rainfall, which began on February 1, 2017, and the inundation of flood waters; and

WHEREAS, on February 28, 2017 the Board of Supervisors ratified the Director’s proclamation by way of Resolution No. 2017-17, as required by California Government Code section 8630(b) and Yuba County Ordinance Code section 4.20.070(b)(1); and

WHEREAS, California Government Code section 8630(c), as amended by AB 2898, requires the Board of Supervisors to review, at least every sixty (60) days, the need for continuing the local emergency until the termination of such emergency; and

WHEREAS, the Board of Supervisors does hereby find that the factual findings made in Resolution 2017-17 still exist, and local resources remain insufficient to cope with the effects of said emergency and require the ongoing assistance of other political subdivisions; and
WHEREAS, the Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property no longer exist within the County caused by the Historic Rainfall, and, therefore, necessitate the termination of the local emergency; and

WHEREAS, pursuant to California Government Code section 8630(d), the Board of Supervisors shall terminate the local emergency as soon as reasonably possible.
THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors does hereby terminate the February 22, 2017 Proclamation of a Local Emergency in Yuba County, and ratified under Resolution No. 2017-17, resulting from the historic rainfall and flood waters that has caused damage to public and private property.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the ______ day of ____________________ 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________________________  Chair

ATTEST: RACHEL FERRIS
CLERK OF THE BOARD OF SUPERVISORS

__________________________________________

APPROVE AS TO FORM:
COUNTY COUNSEL
The County of Yuba
Sheriff-Coroner

TO: Board of Supervisors
FROM: Wendell Anderson, Sheriff-Coroner
SUBJECT: Sheriff-Coroner: Grant Sheriff additional hiring authority as it pertains to the Deputy Sheriff, Correctional Officer and Public Safety Dispatcher classifications for an additional two (2) years.
DATE: September 22, 2020
NUMBER: 485/2020

Recommendation:
It is recommended that the Board of Supervisors grant additional hiring authority to the Sheriff for the Deputy Sheriff, Correctional Officer and Public Safety Dispatcher classifications for an additional two years, beginning September 22, 2020.

Background:
The Yuba County Sheriff’s Department provides first responder protection to nearly 74,000 residents, 24 hours a day, seven days a week. It is the responsibility of the men and women of the Sheriff’s Department to keep our community safe. Carrying out this responsibility requires a number of employees in several classifications, making staffing levels in many of these classifications vital to the department’s mission.

The Yuba County Sheriff’s Department is also responsible for the administration and operation of the county jail. The Yuba County Jail staff is charged with maintaining the safe and secure confinement of persons placed in their custody. In addition, the jail houses Immigration and Customs Enforcement (ICE) detainees on a contract basis to generate revenue for the county. The jail provides programs for inmates to facilitate their rehabilitation and successful reintegration into the community upon release. The jail is a necessary link in the criminal justice system and operates under the guidelines set forth in the Title 15 of the California Code of Regulations.

Lead time that a vacancy is occurring due to a departure is approximately two weeks. Unfortunately the time and cost to replace a Deputy Sheriff from recruitment to the point a deputy can be on patrol without direct training supervision, takes approximately 10.5 months. This accounts for completion of the application, screening, interview, background, medical and
psychological exams and the field training program. Likewise, for a Public Safety Dispatcher or Correctional Officer to be recruited for, hired and ultimately operate on his or her own takes approximately 8 months.

Discussion:
On September 25, 2018 your Board granted additional hiring authority to the Sheriff in regards to the Deputy Sheriff and Public Safety Dispatcher positions. On February 26, 2019 your Board granted additional hiring authority to the Sheriff in regards to the Correctional Officer position.

The current Countywide standard is that the appointing authority is authorized to offer a successful applicant Step 1, Step 2, or Step 3 of the County’s salary schedule. An offer of Steps 4 through 7 requires Board approval. The actions taken by your Board authorized the Sheriff to offer a successful applicant for Deputy Sheriff, Public Safety Dispatcher or Correctional Officer a salary step up to Step 7 per his assessment of qualification and experience, however this policy had a sunset date.

In April 2019 Human Resources and the Deputy Sheriff’s Association met, conferred and executed a Side Letter to the MOU that created a Lateral Incentive Program for the Deputy Sheriff, Correctional Officer and Public Safety Dispatcher positions.

The Lateral Incentive Program and the additional hiring authority together have been invaluable tools for the Sheriff’s Department to recruit and retain experienced, qualified and knowledgeable candidates for these imperative classifications.

Committee Action:
This item is bypassing committee as it is revisiting policies already approved in September 2018 and February 2019.

Fiscal Impact:
General Fund - None
Non-General Fund - Unknown, it is dependent on the ability to attract candidates
Source of Funds - Board Approved FY 20-21 Budget Appropriations
TO: Board of Supervisors
FROM: Deputy Director of Emergency Services, Scott Bryan
SUBJECT: Adopt resolution proclaiming the existence of an ongoing emergency in the County of Yuba due to Tree Mortality.
DATE: September 22, 2020
NUMBER: 481/2020

Recommendation: Adopt resolution proclaiming an ongoing local emergency 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 due to 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 ongoing 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.

Committee Action: Item had no committee action due to it being an ongoing item before the Board of Supervisors.

Fiscal Impact: Costs to alleviate this issue are unknown.

Attachments: 481/2020: Tree Mortality Resolution
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION OF THE YUBA COUNTY BOARD OF SUPERVISORS
CONTINUING LOCAL EMERGENCY PROCLAMATION DUE TO TREE MORTALITY
)
)
)
)
RESOLUTION NO. __________________

WHEREAS, on December 13, 2016, the Yuba County Board of Supervisors proclaimed a local emergency due to tree mortality (Resolution No. 2016-136), pursuant to California Government Code section 8630 and Yuba County Ordinance Code chapter 4.20; and

WHEREAS, California Government Code section 8630(c), requires the Board of Supervisors to review, at least every sixty (60) days, the need for continuing the local emergency until the termination of such emergency; and

WHEREAS, the Board of Supervisors does hereby find that the factual findings made in Resolution No. 2016-136 still exist, and local resources remain insufficient to cope with the effects of said local emergency and require the ongoing assistance of other political subdivisions; and

WHEREAS, the Board of Supervisors hereby continues the local emergency due to the ongoing needs of the public in removing dead or dying trees in order to restore forest and watershed health; and

WHEREAS, pursuant to California Government Code section 8630(d), the Board of Supervisors shall terminate the local emergency as soon as reasonably possible.
THEREFORE, BE IT RESOLVED that the Yuba County Board of Supervisors does hereby continue the December 13, 2016, Proclamation of Local Emergency in Yuba County, resulting from tree mortality.

BE IT FURTHER RESOLVED that the Board of Supervisors shall review, at least every sixty (60) days, until such emergency is terminated, the need for continuing said emergency, and 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 ______________________ 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

___________________________________ Chair

ATTEST: RACHEL FERRIS
CLERK OF THE BOARD OF SUPERVISORS

___________________________________

APPROVE AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

Page 2 of 2
The County of Yuba
County Administrator

TO:          Board of Supervisors
FROM:       Deputy Director of Emergency Services, Scott Bryan
SUBJECT:    Adopt resolution terminating the ongoing local emergency due to flood waters.
DATE:       September 22, 2020
NUMBER:     482/2020

Recommendation:
Adopt a resolution terminating the existence of an ongoing local emergency proclamation due to Flood Waters.

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 following; 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. The County had received a Federal Declaration and have repaired and recovered all expenses due to Flood Waters. Therefore, the above recommendation is made to terminate the existence of an ongoing local emergency.

The emergency conditions related to the Flood Waters emergency no longer exist in the County of Yuba.

Committee Action: No Committee action was taken due to State Requirements

Fiscal Impact: This is an Administrative action only there is no fiscal impact associated.

Attachments: 482/2020: Resolution Terminating Flood Waters Emergency
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION OF THE YUBA  )
COUNTY BOARD OF SUPERVISORS  )
TERMINATING THE LOCAL  )
EMERGENCY PROCLAMATION DUE  )
TO FLOOD WATERS  )
RESOLUTION NO.  ___________________

WHEREAS, on January 10, 2017, the Yuba County Board of Supervisors, pursuant to California Government Code section 8630 and Yuba County Ordinance Code section 4.20, proclaimed a local emergency due to floodwaters (Resolution No. 2017-02); and

WHEREAS, California Government Code section 8630(c), as amended by AB 2898, requires the Board of Supervisors to review, at least every sixty (60) days, the need for continuing the local emergency until the termination of such emergency; and

WHEREAS, the Board of Supervisors does hereby find that the factual findings made in Resolution No. 2017-02 continue to exist, and local resources remain insufficient to cope with the effects of said emergency and require the assistance of other political subdivisions; and

WHEREAS, the Board of Supervisors hereby find that conditions of extreme peril to the safety of persons and property no longer exist within the County caused by the Flood Waters, and, therefore, necessitate the termination of the local emergency; and

WHEREAS, pursuant to California Government Code section 8630(d), the Board of Supervisors shall terminate the local emergency as soon as reasonably possible.
THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors does hereby terminate the January 10, 2017, Proclamation of a Local Emergency in Yuba County, as a result of the floodwaters that has caused damage to public and private property.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _______ day of _____________________ 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Chair

ATTEST: RACHEL FERRIS
CLERK OF THE BOARD OF SUPERVISORS

______________________________

APPROVE AS TO FORM:
COUNTY COUNSEL

______________________________

Page 2 of 2
TO: Board of Supervisors

FROM: Deputy Director of Emergency Services, Scott Bryan

SUBJECT: Adopt resolution to approve ongoing local emergency proclamation due to extreme fire risk.

DATE: September 22, 2020

NUMBER: 480/2020

Recommendation:
The Board of Supervisors adopts a resolution proclaiming the existence of a local emergency in the County of Yuba due to extreme fire risk.

Background:
On October 27, 2019, Governor Gavin Newsom proclaimed a State of Emergency due to extreme weather conditions impacting the State of California, stating the “weather conditions are unprecedented, due to scale, scope, winds and dry fuel conditions that pose a serious ad imminent threat to the health and safety of Californians.”

The Yuba County General Plan identifies over half of the County being in “High” to “Very High” fire risk zone, identified as attached “A” to the resolution.

Discussion:
The severe and persistent fire danger represents a threat that is beyond the capacity of Yuba County’s personnel, equipment, facilities and finances and requires coordination, assistance and mutual aid from State and Federal agencies in mitigation, preparedness, response, and recovery.

Committee Action:
No committee action due to time constraints.

Fiscal Impact:
Cost to the general fund are unknown.

Attachments:
480/2020: Extreme Fire Risk Resolution
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION PROCLAIMING A ) RESOLUTION NO. _____________
LOCAL EMERGENCY DUE TO )
ONGOING EXTREME FIRE RISK )

WHEREAS, the new normal for fire season in California is growing more intense and extending to a point where it is nearly year-round, increasing in severity, causing an increase in wildfires burning hundreds of thousands of acres and causing devastating loss to life and property; and

WHEREAS, rural and mountainous communities experience the effects of wildfires more significantly due to high percentages of forested public lands including Federal Response Areas and State Response Areas, a significant number of persons living in the Wildland Urban Interface, a smaller tax base and high amounts of tree mortality due to drought; and

WHEREAS, Yuba County’s median household income is approximately $52,624 while the median household income of the State of California is approximately $71,228, and

WHEREAS, On October 27, 2019 Governor Newsom proclaimed a State of Emergency due to extreme weather conditions, stating the weather conditions are unprecedented due to scale, scope, winds and dry fuel conditions that pose a serious and imminent threat to the health and safety of Californians; and
WHEREAS, the Yuba County General Plan identifies over half of the County being in a “High” to “Very High” fire risk zone, identified as Attachment “A”, and

WHEREAS, a large number of persons residing in these areas are elderly or have access and functional needs, and

WHEREAS, the severe and persistent fire danger represents a threat that is beyond the capacity of Yuba County’s personnel, equipment, facilities and finances and requires coordination, assistance and mutual aid from State and Federal agencies in mitigation, preparedness, response and recovery; and

WHEREAS, Yuba County Ordinance Code section 4.20 and Government Code § 8630 authorizes the Board of Supervisors to proclaim a state of local emergency when conditions of extreme peril exist.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of Yuba County does hereby find that the conditions of extreme peril warrant the proclamation of an imminent threat of disaster due to extreme and persistent fire danger in Yuba County.

BE IT FURTHER RESOLVED that the Board of Supervisors of Yuba County requests a Director’s Concurrence by the Director of Cal OES and a Governor’s Proclamation of the existence of a local emergency in the County of Yuba. The County of Yuba further requests California Disaster Assistance Act funding and any other funding made available under State or Federal programs to include the Stafford Act to be used for the following activities:

///
1. Vegetation management to create defensible space around public infrastructure.

2. Road construction for communities with one point of ingress/egress route as well as separate dedicated funding to perform road maintenance on non-primary roads for additional emergency ingress/egress.


4. Fuel reduction projects conducted by Fire Safe Councils, Resource Conservation Districts, Natural Recourse Conservation Services, Special Districts and the County.

5. Defensible space assistance for seniors 60 and over, those with access and functional needs and those low-income residents.

**BE IT FURTHER RESOLVED** that the Yuba County Board of Supervisors requests Governor Newsom waive the following regulations that hinder prevention, response, and recovery efforts related to severe fire and persistent fire danger:

1. California Environmental Quality Act (CEQA) for fuel reduction projects conducted by Fire Safe Council, Cal Fire, Recourse Conservation Districts, Natural Resource Conservation Services, Special Districts and the County.

2. Department of Industrial Relations Registration for fuel reduction and home hardening activities.

///
BE IT FURTHER RESOLVED that the Board of Supervisors shall review, at least every sixty (60) days, until such emergency is terminated, the need for continuing said emergency, and 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 _____________________ 2020.

AYES:
NOES:
ABSENT:
ABSTAIN:

____________________________
Chair

ATTEST: Rachel Ferris
        Clerk of the Board

APPROVED AS TO FORM: Michael Ciccozzi
                        County Counsel

By: _________________________

By: _________________________
GOVERNMENT CODE - GOV
TITLE 2. GOVERNMENT OF THE STATE OF CALIFORNIA [8000 - 22880] (Title 2 enacted by Stats. 1943, Ch. 134.)
DIVISION 1. GENERAL [8000 - 8899.72] (Division 1 enacted by Stats. 1943, Ch. 134.)
CHAPTER 7. California Emergency Services Act [8550 - 8569.7] (Chapter 7 added by Stats. '970, Ch. 1454.)

ARTICLE 2. General Definitions [8555 - 8581] (Article 2 added by Stats. 1970, Ch. 1454.)

8558. Three conditions or degrees of emergency are established by this chapter:

(a) "State of war emergency" means the condition that exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that such an enemy attack is probable or imminent.

(b) "State of emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency," which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

(c) "Local emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

(Amended by Stats. 2018, Ch. 557, Sec. 1. (SB 532) Effective January 1, 2019.)
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA
STATE OF CALIFORNIA

IN RE: )
) RESOLUTION NO. ______________________
RESOLUTION CONTINUING )
A LOCAL EMERGENCY )
REGARDING THE )
PROLIFERATION OF ILLEGAL )
CANNABIS CULTIVATION )

WHEREAS, on December 28, 2017, the Yuba County Board of Supervisors, pursuant to California Government Code section 8630(c) and Yuba County Ordinance Code section 4.20, proclaimed a local emergency due to the proliferation of illegal cannabis cultivation; and

WHEREAS, California Government Code section 8630(c), as amended by AB 2898, requires the Board of supervisors to review, at least every sixty (60) days, the need for continuing the local emergency until termination of such emergency; and

WHEREAS, the Board of Supervisors does hereby find that the factual findings made in Resolution No. 2017-177 continue to exist and local resources remain insufficient to cope with the effects of said emergency and require the assistance of other political subdivisions; and

WHEREAS, pursuant to California Government Code section 8630(d), the Board of Supervisors shall terminate the local emergency as soon as reasonably possible.

THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors does hereby continue the December 28, 2017, Proclamation of a Local Emergency regarding the proliferation of illegal cannabis cultivation.
BE IT FURTHER RESOLVED, that the Board of Supervisors shall review, at least every sixty (60) days, until such emergency is terminated, the need for continuing said emergency and 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, held on the 22nd day of September, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

__________________________________________  Chairman

ATTEST:
RACHEL FERRIS
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:
MICHAEL J. CICCOZZI
YUBA COUNTY COUNSEL

[Signature]

[Signature]
The County of Yuba
Community Development and Services Agency

TO: Board of Supervisors

FROM: Community Development and Services Agency, Mike Lee

SUBJECT: Award contract to apparent low bidder, Lamon Construction Co., Inc, for Erle Road Improvement Project; and authorize the Chair to execute upon review and approval of County Counsel and Risk Management.

DATE: September 22, 2020

NUMBER: 475/2020

Recommendation

The Public Works Department recommends that the Board of Supervisors approve the award of the contract for the above mentioned project to the lowest responsive and responsible bidder, and authorize the Chair to execute the contract pending contract approval by County Counsel and Risk Management.

Background

The proposed project will rehabilitate approximately 1 mile of Erle Road between its intersection with Arboga Road and its second intersection with Edgewater Circle to the east of Lindhurst Avenue. This project will provide a new wearing surface with an asphalt overlay, new thermoplastic pavement markings, new traffic signal detector loops on Erle at Lindhurst, and rebuilt ADA-compliant curb ramps.

Discussion

On September 10, 2020, bids were opened for the subject project. The bids received are shown below:

- Lamon Construction Co., Inc. $685,465.42
- McGuire and Hester $692,559.90
- Baldwin Contracting Co., Inc. dba Knife River Construction $715,591.80
- Vintage Paving $780,961.80
- Teichert Construction $781,862.90
- DeSilva Gates Construction $784,553.60
Central Valley Engineering & Asphalt, Inc. $902,883.80
Darren Taylor Construction, Inc $940,455.90

Committee Action:

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

FISCAL IMPACT

General Fund - None
Non-General Fund - $685,465
Source of Funds - $300,000 from Local Partnership Program (LPP), $385,465 from Measure D

Attachments
The County of Yuba
County Administrator

TO: Board of Supervisors
FROM: Kevin Mallen, County Administrator
BY: Jamme Yang, Management Analyst
SUBJECT: Board approve and ratify signature of Chair on letter of support for S. 4431, the Emergency Wildfire and Public Safety Act of 2020.
DATE: September 22, 2020
NUMBER: 490/2020

Recommendation

It is recommended that the Board of Supervisors approve and ratify the signature of the Chair on a letter of support of S. 4431, the Wildfire and Public Safety Act of 2020.

Background & Discussion

California is experiencing one of the worst fire seasons in modern history and the existing state of our forests creates a ticking time bomb for additional major catastrophic wildfires moving forward. The COVID-19 pandemic intensifies the public health risks caused by wildfire smoke providing a new urgency to this issue. S. 4431 is a necessary measure that will help protect communities from catastrophic wildfires by implementing critical wildfire mitigation projects, sustaining healthier forests that are more resilient, and providing important energy and retrofitting assistance to businesses and residences to mitigate future risks from wildfire and power shutoffs.

Committee Action:

Due to time constraints, this matter was not taken to committee first. It is presented to the full Board for ratification of the action taken.

Fiscal Impact:

General Fund Impact: No impact
Non-General Fund Impact: No impact
Other Impact: No impact

Attachments

490/2020 S. 4431 Support Letter
September 9, 2020

The Honorable Dianne Feinstein  
United States Senate  
331 Hart Senate Office Building  
Washington, D.C. 20510

The Honorable Steve Daines  
United States Senate  
320 Hart Senate Office Building  
Washington, D.C. 20510


Dear Senator Feinstein and Senator Daines:

On behalf of the Yuba County Board of Supervisors, I am submitting this letter to express our full support for the Emergency Wildfire and Public Safety Act of 2020, S. 4431, which would provide federal agencies with the tools they need to reduce hazardous fuel loads, protect communities in the Wildland Urban Interface, and support forestry jobs, biomass development, and smarter energy practices. This bipartisan bill will also help create more resilient communities and energy grids.

California is experiencing one of the worst fire seasons in modern history and the existing state of our forests creates a ticking time bomb for additional major catastrophic wildfires moving forward. The COVID-19 pandemic intensifies the public health risks caused by wildfire smoke providing a new urgency to this issue. S. 4431 is a necessary measure that will help protect communities from catastrophic wildfires by implementing critical wildfire mitigation projects, sustaining healthier forests that are more resilient and providing important energy and retrofitting assistance to businesses and residences to mitigate future risks from wildfire and power shutoffs.

For all of these reasons, Yuba County heartily supports S. 4431. Please contact our legislative affairs coordinator Jamme Yang at (530) 749-7575, if you have questions regarding our position.

Sincerely,

[Signature]
Chair

Cc: The Honorable Jim Nielsen, Senate  
The Honorable James Gallagher, Assembly  
Rural County Representatives of California  
California State Association of Counties
The County of Yuba
Community Development and Services Agency

September 22, 2020

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR
       NICHOLAS CLAVEL, PARKS AND LANDSCAPE COORDINATOR

SUBJ: AWARD AGREEMENT FOR CONTRACTOR SERVICES WITH Szeremi
       Sweeping Service, LLC FOR COUNTYWIDE STREET SWEEPING SERVICES.

RECOMMENDATION:

The Board of Supervisors approve the attached agreement with Szeremi Sweeping Service, LLC to
provide street sweeping services for various County roads, County Service Area (CSA) roads, and
portions of the Airport.

BACKGROUND:

Public Works is responsible for maintaining streets throughout the County, part of which is the task of
cleaning by means of street sweeping. This is a service that, over the last twelve years, has been
contracted to an outside vendor.

A need to have regular street sweeping services at the Airport in runways, taxiways, aprons, and
parking areas was also identified.

The preceding one-year contract (with two one-year extensions) expired on September 8, 2020, and in
anticipation, Public Works solicited bids for a new one-year street sweeping agreement (with two
potential one-year extensions). As a result of this process, Szeremi Sweeping Service, LLC is the
apparent low bidder by a fair margin.
DISCUSSION:

As partners in a preceding agreement, Szeremi Sweeping Service, LLC has reliably served Yuba County in the past.

This year’s agreement has an expanded breadth. Primarily, it combines roads that were previously managed under two separate agreements. One covered some County and CSA streets and the other covered truck hauling routes. Secondly, brand new streets due to recent development are also added.

Lastly, to address the need to have street sweeping services at the Airport, an alternate bid was requested from bidders to assess the additional cost of adding the Airport to the agreement. Airport leadership is satisfied with the bid results, and wishes to add airport sweeping services to the agreement.

Combining the locations into one agreement provides the benefit of economies of scale and the need to correspond with only one vendor with a single timeline and single set of terms.

COMMITTEE ACTION:

This item is being presented directly to the Board of Supervisors for approval as it is routine in nature.

FISCAL IMPACT:

General Fund: None

Other Funds: The total contract value for one year of street sweeping services is $99,254.10. The funding sources are as follows:
CSA Budgets: $55,886.04
Drainage Budget (covers non-CSA County roads & Airport): $19,635.30
Road fund (covers haul routes): $23,732.76

Agreement
STREET SWEEPING SERVICES 2020

County of Yuba
Community Development and Services Agency
Department of Public Works

915 8th Street, Suite 125
Marysville, California 95901

Phone – (530) 749-5420  •  Fax – (530) 749-5424
www.co.yuba.ca.us
STREET SWEEPING AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of ______, 2020 by and between the County of Yuba, a political subdivision of the State of California, hereinafter designated as "COUNTY" and ____________________________, a California corporation, hereinafter referred to as "CONTRACTOR."

RECIDALS:

WHEREAS, COUNTY has determined that it is in the public interest to provide regular street sweeping service throughout the urban County Service Area limits of the County, and

WHEREAS, COUNTY has determined that street sweeping can be provided in a more cost effective manner and at the least cost to County Service Area's by contracting with a private vendor, and

WHEREAS, COUNTY has been providing regular street sweeping service utilizing contract services for County Service Areas, and

WHEREAS, CONTRACTOR has submitted to COUNTY a proposal to sweep the paved urban County Service Area streets within limits of COUNTY.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants herein contained, the parties hereto agree as follows:

1. DEFINITIONS:

   Whenever the following terms are used in this Agreement they shall have the following meaning:

   a. County Service Area or CSA - A specific urban area within the County of Yuba.
   b. County - The County of Yuba, or the authorized designated representative.
   c. Curb Mile - A curb mile equals 5,280 feet measured along the gutter pan of the curb by the width from face of curb to yellow line, or face of curb (median island).
   d. Debris - All litter, rubbish, leaves, sand, dirt, garbage, and other foreign material removable from a paved street with a mechanical or vacuum street sweeper.
   e. Director of Public Works - The official designated as the Director of Public Works or his/her designee.
   f. Quality of Sweeping - The street sweeper shall leave work areas materially free of litter, rubbish, leaves, sand, dirt, garbage, and other foreign material while controlling visual dust in accordance with the Federal, State, Feather River Air Quality, and County standards. Also the current industry standards of cleanliness.
g. Re-sweeps - Those sweeps required of CONTRACTOR when previous sweeps are reasonably deemed by COUNTY to be of poor quality, or when CONTRACTOR has missed a street or sections of a street during regularly scheduled street sweeping. Re-sweeps shall be completed at the expense of CONTRACTOR.

h. Special Sweeps - Those required by COUNTY other than regularly scheduled street sweeping and involving unusual conditions such as traffic hazards, parades, and similar events. Billing for special sweeps is based on an hourly rate with travel time included, if appropriate and approved in writing by the Director of Public Works or his/her designee and Contractor.

i. Streets - All dedicated public rights-of-way within the existing or future limits of the COUNTY of Yuba that are paved.

j. Street Sweeping - The removal by mechanical and vacuum street sweepers of debris from all portions of the street, including, but not limited to both sides of residential streets, adjacent to residential raised medians, street intersections, the areas adjacent to arterial/collector street curbs and raised medians (such as left turn pockets), and the center striped areas of arterial/collector streets.

k. Sweepings - All debris removed from streets by street sweeping vehicles.

l. Square feet – A one foot by one foot area of pavement.

m. Acre – One acre is 43,560 square feet of pavement.

2. TERM OF AGREEMENT:

The Contract period shall be one (1) year. The contract may be extended for two (2) additional one (1) year periods for a total contract period of three (3) years, upon satisfactory contract performance and on approval each year by written, mutual agreement.

Before each extension period the Contractor shall complete and return the attached form "AMENDMENT TO STREET SWEEPING AGREEMENT" a minimum of two (2) months prior to the end of the term of 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.

If the contract is extended the Contractor may request in writing no later than June 1 a unit price increase based on the annual change of the consumer price index for the County of Yuba area not to exceed five (5) percent in any one (1) year period. All price increases shall take effect July 1 of each year.
3. **TERMINATION OF AGREEMENT:**

This Agreement may be terminated for convenience by either party upon 30 days written notice to the other party. COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR becomes in default of this Agreement.

4. **COMPENSATION:**

The CONTRACTOR shall be paid only for the actual Curb miles swept. Said compensation includes the removal and disposal of accumulated debris.

   a. Each Curb mile added to or subtracted from the sweeping schedule during the term of this Agreement shall be calculated at the Curb mile sweep cost and the compensation to CONTRACTOR adjusted accordingly.

   b. The COUNTY may amend the sweeping schedule upon seven (7) calendar day’s written notice to CONTRACTOR from the Public Works Director or his/her designee.

   c. The CONTRACTOR shall invoice the COUNTY on a monthly basis for the amount of service actually performed.

      • For Regular Service, the CONTRACTOR invoice shall state the CSA number and the street names with the mileage (to the 1/10 of a mile) for each indicated in Curb mile swept thereon.

      • For Additional Service, the CONTRACTOR invoice shall state the type of service (emergency, parking lots, etc.), the person who requested the service, and hours spent on site sweeping, including travel time.

   d. COUNTY shall pay CONTRACTOR within 45 calendar days after receipt of a billing, verified by COUNTY, for all COUNTY directed street sweeping services performed by CONTRACTOR during the immediately preceding month.

   e. For purposes of this Agreement, the CONTRACTOR shall use the following street sweeping frequencies to calculate Curb mile pricing. See section 6a & 6b.

   f. For Regular Service of Street Sweeping, the COUNTY shall pay to CONTRACTOR:

      • CSA 48 - $30.71 per Curb mile (estimated 3.17 curb miles) swept as full compensation for requested street sweeping of all existing residential streets.

      • CSA 52 - $30.71 per Curb mile (estimated 12.07 curb miles) swept as full compensation for requested street sweeping of all existing residential, collector, and arterial streets.

      • CSA 52B - $30.71 per Curb mile (estimated 27.79 curb miles) swept as full compensation for requested street sweeping of all existing residential, collector, and arterial streets.
• CSA 52C - $30.71 per Curb mile (estimated 3.72 curb miles) swept as full compensation for requested street sweeping of all existing residential streets.

• CSA 66A - $30.71 per Curb mile (estimated 77.08 curb miles) swept as full compensation for requested street sweeping of all existing residential, collector, and arterial streets.

• CSA 66B - $30.71 per Curb mile (estimated 5.42 curb miles) swept as full compensation for requested street sweeping of all existing residential, collector, and arterial streets.

• CSA 66C - $30.71 per Curb mile (estimated 11.23 curb miles) swept as full compensation for requested street sweeping of all existing residential, collector, and arterial streets.

• CSA 66D - $30.71 per Curb mile (estimated 4.89 curb miles) swept as full compensation for requested street sweeping of all existing residential, collector, and arterial streets.

• CSA 66E - $30.71 per Curb mile (estimated 4.94 curb miles) swept as full compensation for requested street sweeping of all existing residential streets.

• CSA 69 - $30.71 per Curb mile (estimated 1.34 curb miles) swept as full compensation for requested street sweeping of all existing residential streets.

• Drainage Budget - $32.40 per Curb mile (estimated 38.62 curb miles) swept as full compensation for requested street sweeping of all existing residential, collector, and arterial streets.

• Truck Routes - $29.66 per Curb (estimated 66.68 curb mile) swept as full compensation for requested street sweeping of all existing residential, collector, or arterial streets.

ALTERNATE

Runways: $30.63 per acre;
Taxiways, Aprons, & Parking: $40.05 per acre.

• Airport Regions - $32.40 per acre (estimated 66.35 acre) swept as full compensation for requested street sweeping of all existing runways, taxiways, aprons, & parking lots.

g. For additional Special Sweeps required by the COUNTY, the County shall pay CONTRACTOR a sum determined at the rate of $195.64 per hour per street sweeper for any and all additional street sweeping service requested by the COUNTY and performed by CONTRACTOR. The hours of sweep time to be paid shall include the CONTRACTOR'S travel time. If the COUNTY adds additional mileage to the sweeping schedule, the CONTRACTOR shall be compensated per Item 4f.

h. Failure of CONTRACTOR to complete sweeping zones, except on holidays or due to inclement weather, shall result in a deduction from payment otherwise due the CONTRACTOR for each incomplete day of sweeping service.
5. **DUTY OF CONTRACTOR:**

The CONTRACTOR shall furnish, at CONTRACTOR'S own expense, all labor, equipment, and materials necessary, and shall sweep all paved, public streets and public parking lots located within the present urban County Service Area limits of the COUNTY, in accordance with the area maps attached hereto and the sweeping schedule agreed to by the parties. The sweeping process shall include removal and disposal of all accumulated debris (e.g., all solids and liquids collected in the street sweeper(s)). CONTRACTOR shall adhere to the designated street sweeping schedule unless the Director of Public Works or his/her designee authorizes deviation in writing.

The sweeping schedule that CONTRACTOR shall follow shall be approved by COUNTY and coordinated to follow refuse collection days. The Director of Public Works or his/her designee shall approve the hours during which the sweeping shall be performed. The CONTRACTOR may be required to do early morning sweeping on certain major streets if approved by the Director of Public Works; however, NO residential street sweeping shall be allowed prior to 7:00 a.m. In addition, CONTRACTOR shall provide emergency contact information and a 24-hour on call telephone number.

6. **FREQUENCY OF STREET SWEEPING:**

a. **FOR ALL CSA ROADS, DRAINAGE BUDGET ROADS, & TRUCK ROUTES**

The COUNTY has determined that the current schedule for sweeping shall be once a month for all streets. If later determined by the COUNTY that sweeping shall be more frequent for arterial, collector and/or residential streets, the CONTRACTOR shall be notified one (1) month prior to the new schedule for the required sweeping. If there is an increase to the frequency of the sweeping schedule, the CONTRACTOR shall be compensated per Item 4f. The CONTRACTOR shall provide the County for review and approval a route map for the new schedule a minimum of one (1) month prior to the required sweeping. The CONTRACTOR shall use and provide the COUNTY a spreadsheet to assist in managing the contract sweeping schedule for the requested work no later than one (1) week prior to the initiation of sweeping operations.

b. **ALTERNATE - FOR AIRPORT REGIONS**

The COUNTY has determined that the current schedule for sweeping shall be twice a year for all airport regions. If later determined by the COUNTY that sweeping shall be more frequent for airport regions, the CONTRACTOR shall be notified one (1) month prior to the new schedule for the required sweeping. If there is an increase to the frequency of the sweeping schedule, the CONTRACTOR shall be compensated per Item 4f. The CONTRACTOR shall provide the County for review and approval a route map for the new schedule a minimum of one (1) month prior to the required sweeping. The CONTRACTOR shall use and provide the COUNTY a spreadsheet to assist in managing the contract sweeping schedule for the requested work no later than one (1) week prior to the initiation of sweeping operations.
7. CONSTRUCTION RELATED PROBLEMS AND STORM DEBRIS:
Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the CONTRACTOR if located within 500 feet of a construction site. However, the CONTRACTOR shall make a reasonable effort to sweep and clean each site regardless of the condition. The CONTRACTOR is required to report the construction area and document the location and actual time spent on streets within 500 feet of a construction site. Storm clean up and sweeping must be completed as soon as possible.

8. ADDITIONAL STREET SWEEPING SERVICES:
In addition to the CSA work required hereunder, the Director of Public Works or the authorized designee may request additional sweeping services. The CONTRACTOR, as provider of sweeping services for COUNTY, shall be required to provide these street sweeping services. The Director of Public Works or his/her designee shall request Special Sweeping with 48-hour notice. The 48-hour noticing requirement shall be exempt, should the Director or his/her designee determine that the Special Sweeping is an emergency, and required for public health and safety. In case of an emergency, CONTRACTOR is to provide service within three (3) hours of notification by COUNTY.

9. SUBCONTRACTORS:
CONTRACTOR shall not assign, transfer, or enter into any subcontract under this Agreement, nor any part thereof, without first obtaining the written consent of the Director of Public Works or his/her designee. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to COUNTY for the acts and omissions of its subcontractor as it is for persons directly employed by contractor. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and COUNTY. All persons engaged in the work shall be considered employees of CONTRACTOR. The COUNTY shall deal directly with and shall make all payments to CONTRACTOR.

10. STREET SWEEPING EQUIPMENT:
   a. The quality and quantity of the equipment used by CONTRACTOR for the sweeping of streets shall be sufficient to perform the work required herein, and at an absolute minimum shall include one (1) primary sweeper and one (1) back-up sweeper. Both sweepers shall be less than eight (8) years old. The CONTRACTOR'S equipment shall be subject to periodic inspection by COUNTY. Copies of all equipment repair work shall be sent to the Director of Public Works or his/her designee within 15 days of repair(s).
   b. The specific equipment to be used shall be specified in the CONTRACTOR'S proposal (e.g., broom type, vacuum-type, regenerative air vacuum type). The
CONTRACTOR shall be required to comply with all applicable Federal, State and local air quality and noise requirements.

c. The COUNTY requires that all equipment (both primary and backup sweepers) shall be kept within fifty (50) miles of any border within the County of Yuba limits. The sweepers shall have in large markings the name of the Contractor "Under Contract with the County of Yuba".

d. All equipment shall be equipped in accordance with the current Federal, State and local laws. The flashing light shall meet the following requirements:
   - Visible for a minimum of one mile
   - Flash 60-90 time per minute
   - Mounted for 360-degree visibility
   - Equipped with an amber lens

e. An arrow board, approved by the Director of Public Works or his/her designee, shall be mounted on the back of all equipment.

f. The CONTRACTOR shall maintain a facility within fifty (50) miles of any border within the County of Yuba limits, for repair and care of sweepers used in COUNTY. Brushes and brooms shall be maintained in proper condition and shall be replaced as recommended by the manufacturer, or when pick up ability becomes impaired. Adequate support equipment shall be available, including debris transfer vehicles, pickup trucks, service trucks, tire trucks, and any other item of equipment necessary to provide sweeping services as described within this Agreement.

g. Manufacturer Equipment Specifications are to be included within the proposal. All equipment, including support equipment, to be used by CONTRACTOR shall be listed as a part of the detailed inventory to support the CONTRACTOR'S qualifications.

h. The COUNTY shall have the option of performing a complete inspection of all vehicles at any time throughout the term of the Contract. If any vehicle is inspected and it is determined by the Director of Public Works, or his/her designee, that it does not meet standards COUNTY deems necessary to fulfill the Contract or to operate safely, COUNTY may require such vehicle(s) be brought to standard (whether by need of repair or use of certified equipment as required by Federal, State, or local law) before being placed back in service.

i. All street sweepers shall be equipped with:
   - Adequate water systems with adjustable spray nozzles to keep dust, caused by sweeping, to a minimum. A written contract Agreement and water meter from the proper water agency (Linda Co. Water District and Olivehurst Public Utility District) shall be the responsibility of the CONTRACTOR.

j. All street sweepers should be equipped with:
• Automatic vehicle location device (vehicle location and management system (e.g., GPS) which will report all street sweeping activity to the “COUNTY” and the “CONTRACTOR”.

11. **STANDARDS OF PERFORMANCE:**

   a. Street sweeping shall be performed in accordance with accepted standards for Municipal Street Cleaning. When necessary for proper cleaning, CONTRACTOR shall make more than one pass on a street, without extra charge. Streets with raised medians (commercial and residential) shall have their curb-gutter perimeter swept, including turnouts. Street grade striped medians shall be swept in their entirety. All deposits within intersections shall be removed as part of the sweeping operations. CONTRACTOR shall promptly respond when notified by COUNTY to re-sweep unsatisfactory areas at no additional charge.

   b. The equipment operator shall maintain a log, listing the locations of roadways that cannot be adequately swept because of obstructions such as low hanging limbs or vehicles parked on COUNTY streets for extended periods of time. The CONTRACTOR shall report these locations to COUNTY’S Public Works Department, within 48 hours. Deductions shall be made from the CONTRACTOR’S payments for areas not swept due to obstructions that were not reported to COUNTY within the time allowed.

12. **DISPOSAL OF DEBRIS:**

   The CONTRACTOR shall be responsible for the disposal of all refuse/debris collected within COUNTY in accordance with all Federal, State and COUNTY requirements. Sweepings are not to be off loaded at temporary storage sites unless acceptable to the COUNTY. The COUNTY shall review and determine the acceptability of all disposal location(s). The cleanup required around the location due to debris falling outside the designated location(s), is the sole responsibility of the CONTRACTOR. The CONTRACTOR shall bear the expense of hauling the debris.

13. **SUPERVISION:**

   The CONTRACTOR agrees that its performance of each of the provisions of this Agreement shall be to the standards set by COUNTY’s Director of Public Works or his/her designee to insure cleanliness, health, and sanitation in the sweeping of streets and disposal of all sweepings within COUNTY. All work shall be done in a thorough and professional manner in accordance with generally accepted good practices in the street sweeping industry. The CONTRACTOR shall designate a contact person to be available daily during street sweeping hours, and as well as a contact person(s) to be available daily during off-hours for emergencies.
14. **ACCIDENTS; SWEEPING EQUIPMENT SAFETY:**

Any and all accidents, regardless of how minor, involving another person, private property, or vehicle, shall be reported immediately to the County of Yuba Sheriff's Department and a report requested. The COUNTY's Public Works Department or his/her designee shall also be contacted immediately and be provided a copy of any reports.

The sweeping equipment shall not travel in excess of eight (8) miles per hour when sweeping any street. The CONTRACTOR'S street sweeper operators shall maintain good safety and driving records, and use extreme caution during street sweeping.

15. **LAWS AND REGULATIONS:**

The CONTRACTOR acknowledges that it is charged with notice and knowledge of all of the provisions of all Federal, State, and COUNTY laws, ordinances, and regulations affecting the sweeping of streets and disposal of sweepings, and CONTRACTOR agrees to observe all of the terms of all applicable laws and ordinances that may hereafter be in effect, and all amendments thereto, and agrees to observe such regulation not in conflict with this Agreement as may be enacted by the COUNTY Board of Supervisors during the term of this Agreement.

16. **COMPLAINTS:**

The COUNTY has a process for citizens to issue complaints on street sweeping issues. Upon receipt of a citizen complaint, the COUNTY shall investigate/inspect and when necessary, notify CONTRACTOR of any corrections needed and/or resweps required. Copies of all citizen complaints shall be provided to CONTRACTOR. The frequency of all such complaints will be noted and considered when evaluating CONTRACTOR'S performance.

17. **INCLEMENT WEATHER:**

The Contractor shall notify the COUNTY in the event of canceling scheduled street sweeping due to inclement weather. During inclement weather, a two-hour standby period between 7:00 a.m. and 9:00 a.m. shall be observed before a scheduled residential, or commercial, sweep will be canceled.

When inclement weather, in COUNTY'S opinion, prevents adherence to the regular sweeping schedule in a given week, the sweeping of areas so affected by the inclement weather shall be swept within the following one week period from the date of the scheduled sweeping, without interruption of the regular sweeping schedule. The CONTRACTOR shall perform all extra work required by such inclement weather without additional charge to COUNTY.

18. **HOLIDAYS:**

The COUNTY shall have the right to establish holiday schedules.
19. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:**

The CONTRACTOR shall assume all responsibility for damages to property or injuries to persons, including accidental death, attorneys fee and costs of defense which may be caused by CONTRACTOR'S performance of this Agreement, whether such performance be by itself, its subcontractor, or anyone directly or indirectly employed by CONTRACTOR or its subcontractors and whether such damage shall accrue or be discovered before or after termination of this Agreement.

20. **INSURANCE:**

The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required and this insurance has been approved by COUNTY (State Contract Act, Section 14371 through 14375 inclusive). The COUNTY shall be notified of any material change, cancellation, or termination at least thirty (30) days in advance as per Certificate of Insurance.

21. **INSURANCE AMOUNTS:**

The CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

a. The CONTRACTOR shall maintain in force comprehensive General Liability and Property Damage Insurance, as set forth below.

   - Comprehensive General Liability Insurance in an occurrence form shall be in the amount of not less than one million ($1,000,000) for injuries, including accidental death, to any one person, and subject to one million dollars ($1,000,000) for one accident.

   - Property Damage Insurance shall be an amount not less than one million dollars ($1,000,000) per occurrence. (Claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the COUNTY. The CONTRACTOR shall keep continually in force an additional umbrella policy for one million ($1,000,000).

b. Automobile liability in the amount of one million ($1,000,000) per occurrence. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the COUNTY.

c. During this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law.

d. Additional Insured Endorsements for the policies shall designate COUNTY as an additional named insured. The CONTRACTOR shall provide to the COUNTY proof of insurance and endorsement forms, as approved by the office of the Risk Manager.
c. **Hold Harmless:** All officers, agents, employees, subcontractors, their agents, and officers and employees who are hired by CONTRACTOR to perform pursuant to this Agreement, shall be deemed officers, agents, and employees, and subcontractors of CONTRACTOR.

The CONTRACTOR agrees to indemnify, defend, and hold the COUNTY harmless COUNTY’S officers, elected officials, agents, and employees harmless from and against any and all costs of defense thereof, arising out of, or in any manner connected directly or indirectly with, any acts or omissions and negligence arising out of or resulting from the performance pursuant to this Agreement of CONTRACTOR or CONTRACTOR’S agents, employees, subcontractors, officials, officers or representatives. Upon demand, CONTRACTOR shall, at its own expense, defend and indemnify the COUNTY and COUNTY’s officers, elected officials, employees and agents, from and against any and all such liabilities, claims, demands, causes of action, losses, damages, awards and costs.

22. **WAIVERS:**

No acquiescence, failure, or neglect of either of the contracting parties to insist on the strict performance of any or all of the terms of this Agreement or of any of these specifications shall be considered as, or constitute, a waiver of any term of condition of this Agreement or of any performance required hereunder, or of any remedy, damage or other liability to perform at any time. Time is hereby agreed to be of the essence of this Agreement and every part thereof.

23. **NOTICES:**

Any notices to be given under this Agreement, or otherwise, shall be served by certified mail. For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of the COUNTY and proper person to receive any notice on the COUNTY’S behalf is:

<table>
<thead>
<tr>
<th>Name</th>
<th>Construction Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Craig Herbert</td>
<td>Title</td>
</tr>
<tr>
<td>(530) 749-5420</td>
<td>(530) 749-5424</td>
</tr>
<tr>
<td>Phone</td>
<td>Fax</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:cherbert@co.yuba.ca.us">cherbert@co.yuba.ca.us</a></td>
</tr>
</tbody>
</table>

24. **CONTRACTOR’S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

CONTRACTOR certifies that CONTRACTOR is aware of the requirements of the Immigration Reform and Control Act of 1986 (8USC 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Agreement.
25. CONTRACTOR’S AWARENESS AND COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990:

CONTRACTOR certifies that CONTRACTOR is aware of the current applicable requirements of the Americans with Disabilities Act (ADA), Public Law 101-336 of 1990 (42 USC 12101) and has complied with and will comply with these requirements, including but not limited to, verifying compliance of their contractors, consultants, agents, and employees.

CONTRACTOR:
SZEREMI SWEEPING SERVICE, LLC

Company Name

BRYAN SZEREMI
Print Name

Signature

OWNER
Title

9/11/2020
Date

COUNTY OF YUBA:

Chair, Board of Supervisors

APPROVED AS TO FORM:

9/11/20
Date
AFFIDAVIT

After the completion of this Agreement CONTRACTOR shall file with the Director of Public Works, or the Director's designee, CONTRACTOR'S affidavit sworn to before a Notary Public stating that all workmen and persons employed by, all firms supplying materials to, and all authorized subcontractors of CONTRACTOR have been paid in full, and that there are no bills outstanding against the Agreement for either labor or materials except any items set forth in such affidavit covering disputed claims in connection with which Notices to Withhold have been filed under the provisions of the California Code of Civil Procedure. The filing of such affidavit by CONTRACTOR shall be a condition precedent to the making by COUNTY of the final payment due under this Agreement.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

CONTRACTOR:
SZEREMI SWEEPING SERVICE, LLC

BRYAN SZEREMI  
OWNER

Print Name  
Signature

916-495-6500  916-871-2328
Office Phone  Cell Phone

Bryan@szeremisweeping.com / Andrea@szeremisweeping.com

E-Mail address

“COUNTY” – COUNTY OF YUBA:

Chair, Board of Supervisors
Director, Administrative Services

Print Name  
Signature

Date

Office Phone  Fax Phone

APPROVAL AS TO FORM:

Sims Ely

Print Name  
Signature

Date  9/11/20

DEPUTY
County Counsel

Print Name  
Signature

Date  9/11/20
AMENDMENT TO STREET SWEEPING AGREEMENT
between
COUNTY OF YUBA
And

____________________________________
On __________, 20__ the County of Yuba (COUNTY) and
____________________________________(CONTRACTOR) executed contract (Agreement) for professional Street
Sweeping Services related to County Service Areas, is hereby amended as follows.

WHEREAS, County and Contractor desire to amend said Agreement by extending the
duration of the contract term.

NOW, THEREFORE, the parties mutually agree to amend the Agreement as follows:

2. TERM OF AGREEMENT:
Termination Date: ______________, 20__

4. COMPENSATION:

a. For Regular Service of Street Sweeping, the COUNTY shall pay to CONTRACTOR:
   • CSA 48 - $____ per Curb mile (estimated 3.17 curb miles) swept as full
     compensation for requested street sweeping of all existing residential streets.
   • CSA 52 - $____ per Curb mile (estimated 12.07 curb miles) swept as full
     compensation for requested street sweeping of all existing residential,
     collector, and arterial streets.
   • CSA 52B - $____ per Curb mile (estimated 27.79 curb miles) swept as full
     compensation for requested street sweeping of all existing residential,
     collector, and arterial streets.
   • CSA 52C - $____ per Curb mile (estimated 3.72 curb miles) swept as full
     compensation for requested street sweeping of all existing residential streets.
   • CSA 66A - $____ per Curb mile (estimated 77.08 curb miles) swept as full
     compensation for requested street sweeping of all existing residential,
     collector, and arterial streets.
   • CSA 66B - $____ per Curb mile (estimated 5.42 curb miles) swept as full
     compensation for requested street sweeping of all existing residential,
     collector, and arterial streets.
   • CSA 66C - $____ per Curb mile (estimated 11.23 curb miles) swept as full
     compensation for requested street sweeping of all existing residential,
     collector, and arterial streets.
   • CSA 66D - $____ per Curb mile (estimated 4.89 curb miles) swept as full
     compensation for requested street sweeping of all existing residential,
     collector, and arterial streets.
   • CSA 66E - $____ per Curb mile (estimated 4.94 curb miles) swept as full
     compensation for requested street sweeping of all existing residential streets.
• CSA 69 - $____ per Curb mile (estimated 1.34 curb miles) swept as full compensation for requested street sweeping of all existing residential streets.

• Drainage Budget - $____ per Curb mile (estimated 38.62 curb miles) swept as full compensation for requested street sweeping of all existing residential, collector, and arterial streets.

• Truck Routes - $____ per Curb (estimated 66.68 curb mile) swept as full compensation for requested street sweeping of all existing residential, collector, or arterial streets.

ALTERNATE

• Airport Regions - $______ per acre (estimated 66.35 acres) swept as full compensation for requested street sweeping of all existing runways, taxiways, aprons, & parking lots.

b. For additional Special Sweeps required by the COUNTY, the County shall pay CONTRACTOR a sum determined at the rate of $____ per hour per street sweeper for any and all additional street sweeping service requested by the COUNTY and performed by CONTRACTOR. The hours of sweep time to be paid shall include the CONTRACTOR'S travel time. If the COUNTY adds additional mileage to the sweeping schedule, the CONTRACTOR shall be compensated per Item 4f.
Except as amended herein, all other terms, provisions, and amendments to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Amendment to the Agreement this __________________ day of ______, 20 _____________.

CONTRACTOR:

Company Name

Print Name

Signature

COUNTY OF YUBA:

Print Name

Signature

INSURANCE PROVISIONS APPROVED:

Print Name

Signature

APPROVED AS TO FORM:

Print Name

Signature

Risk Manager

Title 9/14/20

Date

County Counsel

Title

Date
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Bozzuto & Company Ins., Svc.s, Inc.
9300 Madison Ave., Suite #100
Orangevale CA 95662

INSURED
Szeremi Sweeping Service, LLC
PO Box 1079
Rocklin CA 95677

CONTACT
NAME: Certificates Department
PHONE: 800-400-6394
FAX: 800-286-0808
E-MAIL: certificates@bozzutoinsurancenet.com

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Beazley Insurance Company Inc
37540
INSURER B: Everest Denali Insurance Co
16044
INSURER C: Century Surety Ins. Co.

COVERAGES
CERTIFICATE NUMBER: 705584541

COVERAGE NUMBER:
INSR LTR TYPE OF INSURANCE ADDCLEAR SUB INSURANCE WPD DESCRIPTION LIMITS
A : COMMERCIAL GENERAL LIABILITY
X CLAIMS-MADE
X OCCUR
X Contractual Liab
X 5,000 Ded
GENL AGGREGATE LIMIT APPLIES PER POLICY
X PROJECT LOC
X OTHER:

B AUTOMOBILE LIABILITY
X ANY AUTO
X OWNED AUTOS
X SCHEDULED AUTOS
X HIRED AUTOS
X NON-OWNED AUTOS

Y Y CF2CA000168-201
7/10/2020
7/10/2021
COMBINED SINGLE LIMIT (per auto)
$1,000,000

C WORKERS' COMPENSATION AND EMPLOYEES' LIABILITY
Y N

N/A

PROPERTY DAMAGE
$100,000

EACH OCCURRENCE
$1,000,000

DATED

RENTAL VEHICLES

PROPERTY DAMAGE
$2,000,000

AGGREGATE
$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Work performed by the named insured for the certificate holder.
Additional insured status applies to the County of Yuba when required under written contract per the attached endorsements.

CERTIFICATE HOLDER
County of Yuba
915 6th Street, Suite 125
Marysville CA 95901

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALL ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED TO BE NAMED AS AN ADDITIONAL INSURED ON THIS POLICY WITH REGARD TO THEIR OPERATION, MAINTENANCE OR USE OF A COVERED “AUTO”.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to the Who Is An Insured paragraph under Section II – Liability Coverage:

The organization shown in the Schedule with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such organization to this policy as an additional insured in order to comply with the terms of a written "insured contract" or written agreement. This does not apply when such contract or agreement:

A. Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or

B. Is executed after the date of "loss".

This paragraph does not apply if:

1. The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and

2. You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION – BLANKET

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Paragraph c. of the Other Insurance General Condition is replaced by the following:

c. Regardless of the provisions of Paragraph a. above, this Coverage Form’s Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an “insured contract” that requires liability to be assumed on a primary noncontributory basis.

Additionally, only the coverage and limit of insurance requirements of the “insured contract” shall apply, and in no event shall those requirements exceed the coverage and limits of insurance provided under this policy.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. THE WRITTEN CONTRACT MUST BE SIGNED PRIOR TO THE DATE OF THE "ACCIDENT".

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for an "accident" or "loss", provided that you are required under a written agreement to waive your rights of recovery. The written agreement must be made prior to the date of the "accident" or "loss". This waiver applies only to the person or organization shown in the Schedule above.
In consideration of an additional premium of $0, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

<table>
<thead>
<tr>
<th>Name of Additional Insured Person(s) Or Organization(s):</th>
<th>Location(s) of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where required by formal contract.</td>
<td>Where required by formal contract.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
Certain Underwriters at Lloyds
Unique Market Reference B1776BL202300L002

<table>
<thead>
<tr>
<th>effective date of this endorsement:</th>
<th>policy number: ENF 0004798-01</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/10/2020</td>
<td>Endorsement Number: 00</td>
</tr>
</tbody>
</table>

ADDITIONAL INSURED – OWNERS, LESSORS OR CONTRACTORS – COMPLETED OPERATIONS

In consideration of an additional premium of $0, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where required by formal contract.</td>
<td>Where required by formal contract.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
Certain Underwriters at Lloyds
Unique Market Reference B1776BL202300L002

<table>
<thead>
<tr>
<th>effective date of this endorsement:</th>
<th>policy number: ENF 0004798-01</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/10/2020</td>
<td>Endorsement Number: 00</td>
</tr>
</tbody>
</table>

PRIMARY/NON-CONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
Certain Underwriters at Lloyds
Unique Market Reference B1776BL202300L002

<table>
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<th>policy number: ENF 0004798-01</th>
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<tbody>
<tr>
<td>07/10/2020</td>
<td>Endorsement Number: 00</td>
</tr>
</tbody>
</table>

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Person or Organization:

Where required by formal contract.

All Person(s) Or Organization(s) where this endorsement is required by contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
September 4, 2020

TO: BIDDER

FROM: Nicholas Clavel, Parks & Landscape Coordinator

SUBJECT: ADDENDUM NO. 1 to the IFB for STREET SWEEPING SERVICES 2020
Contract No. 2020-9008

The following changes are hereby made to and considered a part of the Agreement (Contract and Specs):

SPECIAL PROVISIONS
Under item 10. STREET SWEEPING EQUIPMENT, replace part a. with:

a. The quality and quantity of the equipment used by CONTRACTOR for the sweeping of streets shall be sufficient to perform the work required herein, and at an absolute minimum shall include one (1) primary sweeper and one (1) back-up sweeper. Both sweepers shall be less than eight (8) years old. The CONTRACTOR’S equipment shall be subject to periodic inspection by COUNTY. Copies of all equipment repair work shall be sent to the Director of Public Works or his/her designee within 15 days of repair(s).

The bid date will be moved to September 10th, 2020 at 2:00 PM.

Please sign below and attach this Addendum 1 to the Bid Packet Documents. Failure to comply with the forgoing will nullify your bid.

BIDDER:

COMPANY SZEKIEMI SWEEPING SERVICE, LLC

PRINT NAME BRYAN SZEKEMI

TITLE OWNER

SIGNATURE

DATE 9-8-2020
COUNTY OF YUBA  
STATE OF CALIFORNIA  

BIDDER’S BOND  

Know all men by these presents,  

That we __Szeremi Sweeping Service, LLC______________________, as principal, and _______________________________  

WESTERN SURETY COMPANY  

as Surety, are held and firmly bound unto the County of Yuba, State of California, in the penal sum of ten percent (10%) of the total amount of the bid of Principal above named, submitted by said Principal to the County of Yuba for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the County of Yuba to which said bid was submitted, successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of $__10% of Amount Bid__.  

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:  

WHEREAS, the Principal has submitted the above mentioned bid to the County of Yuba, for certain construction specifically described as follows, for which bids are to be opened electronically at https://secure.procurenow.com/portal/yuba by the County of Yuba on __September 9th, 2020__:  

COUNTY OF YUBA STREET SWEEPING SERVICES 2020  

CONTRACT NO. 2020-9008  

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Specifications, after the prescribed forms are presented to him for signature, enters into a written Contract, in the prescribed form, in conformance with the bid, and files two bonds with the County of Yuba, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.  

In the event suit is brought upon this bond by the County of Yuba and judgment is recovered, the Surety shall pay all cost incurred by the County of Yuba in such suit, including a reasonable attorney’s fee to be fixed by the court.  

In witness whereof, we have hereunto set our hands and seals on this __9th__ of __September__, 2020  

_________________________ (Seal)  

Szeremi Sweeping Service, LLC (Seal)  

_________________________ (Seal)  

Principal (Seal)  

WESTERN SURETY COMPANY (Seal)  

Surety (Seal)  

ANTHONY M. BOZZUTO (Seal)  

Attorney-in-Fact  

NOTE: Signatures of those executing for the Surety must be properly acknowledged.
POWER OF ATTORNEY - CERTIFIED COPY

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint ANTHONY MICHAEL BOZZUTO its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Szeremi Sweeping Service, LLC

Obligee: County of Yuba

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72296795 is not issued on or before midnight of December 9, 2020, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 9th day of September, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

On this 9th day of September, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
Notary Public - South Dakota

My Commission Expires June 23, 2021

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 9th day of September, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cmnsurety.com > Owner/Obligee Services > Validate Bond

Form F305-10-2017
ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento
SS.

On September 1, 2020, before me, Lisa D. Gomez, Notary Public, personally appeared Anthony M. Bozzuto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

☐ INDIVIDUAL
☐ CORPORATE OFFICER
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ GUARDIAN/CONSERVATOR
☐ SUBSCRIBING WITNESS
☐ OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

RIGHT THUMBPRINT
OF SIGNER

OTHER
Change to Agreement

9/4/2020:

Change to Agreement (p 7):
Under item 10. **STREET SWEEPING EQUIPMENT**, replace part a. with:

a. The quality and quantity of the equipment used by CONTRACTOR for the sweeping of streets shall be sufficient to perform the work required herein, and at an absolute minimum shall include one (1) primary sweeper and one (1) back-up sweeper. Both sweepers shall be less than eight (8) years old. The CONTRACTOR’S equipment shall be subject to periodic inspection by COUNTY. Copies of all equipment repair work shall be sent to the Director of Public Works or his/her designee within 15 days of repair(s).

*See flag*
The County of Yuba  
Community Development and Services Agency

TO: Board of Supervisors

FROM: Community Development and Services Agency, Mike Lee

SUBJECT: Award contract to apparent low bidder, Knife River Construction, for Feather River Blvd Farm to Market Phase II Project, for the Base and Alternate Bid; and authorize Chair to execute upon review and approval of County Counsel and Risk Management.

DATE: September 22, 2020

NUMBER: 477/2020

Recommendation

The Public Works Department recommends that the Board of Supervisors approve the award of the contract, for the base and alternate bid, to Knife River Construction, the apparent lowest responsive and responsible bidder, and authorize the Chair to execute the contract pending contract approval by County Counsel, Risk Management and Caltrans/Federal.

Background

The Public Works Department has received grant funding through SACOG for this project. The grant requires a minimum local match of 11.47%.

The work in general will consist of removing failed sections in the roadway and replacing those sections with asphalt concrete, an asphalt leveling course, pavement reinforcement fabric, an asphalt overlay, adjusting iron, striping, and placing shoulder backing. The project is consistent with the complete streets requirements to the extent feasible by increasing safety, health, and efficiency.

Alternates: Replace asphalt concrete surfacing over existing concrete roadbed.

Discussion
On September 10, 2020, bids were opened for the subject project. The low bidder was determined by the Base Bid. The bids received are shown below:

- Knife River Construction: $1,417,837.00
- Teichert Construction: $1,468,002.00
- Lamon Construction Co., Inc.: $1,543,668.60
- DeSilva Gates Construction: $1,579,208.00
- Central Valley Engineering & Asphalt, Inc.: $1,732,432.50
- Northwest Paving, Inc.: $1,792,516.00
- Martin Brothers Construction: $1,796,902.00

Knife River Construction’s base bid of $1,417,837.00 plus alternate bid of $179,550.00 totals $1,597,387.00.

Committee Action:

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

FISCAL IMPACT

- General Fund: None
- Non-General Fund: $1,597,387
- Source of Funds: Approximately $1,405,701 from SACOG Regional Program grant, $191,686 (approx. 12%) from SB1 revenues and other gas taxes from the Road Fund.

Attachments
TO: Board of Supervisors
FROM: District Attorney, Clinton J. Curry
SUBJECT: District Attorney-Victim Services: Adopt resolution authorizing District Attorney to act as the signing authority to execute grant award documents to receive funding made available through the United States Bureau of Justice Assistance.
DATE: September 22, 2020
NUMBER: 457/2020

Recommendation

RECOMMENDATION:
Recommend that the Board adopt a Resolution authorizing the County of Yuba to enter into agreements with the United States Bureau of Justice Assistance for grant funding, and authorizing the District Attorney, County Counsel, and Chief Administrative Officer to execute required grant documents and authorize Chair to sign the accompanying Certification and Assurances.

BACKGROUND:
The BJA has announced it is extending criminal justice funding to Yuba County for FY 20/21 in the amount of $14,143.00 through the Justice Assistance Grant program. JAG funding has been approved in the previous eight fiscal years. The proposed Resolution will authorize the District Attorney to submit the proposal, and authorize the District Attorney, County Counsel, and CAO to sign required grant-related documents to complete final approval from the federal Bureau of Justice Assistance.

DISCUSSION:
The award of JAG funding will provide revenue to enhance services to crime victims and maintain current service levels in FY 20/21.

COMMITTEE ACTION:
This item is the extension of a previously approved funding application and due to time constraints imposed under the federal grant guidelines was not taken to the Law and Justice Committee.
FISCAL IMPACT:
General Fund: None
Non-General Fund: $14,143.00
Source of Funds: $14,143.00 federal JAG grant
No matching funds are required.

Attachments

457-2020 Resolution
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION AUTHORIZING THE DISTRICT ATTORNEY OF YUBA COUNTY TO ENTER INTO AGREEMENTS WITH THE UNITED STATES BUREAU OF JUSTICE ASSISTANCE FOR GRANT FUNDING AND ACT AS THE SIGNING AUTHORITY ON BEHALF OF THE COUNTY OF YUBA TO EXECUTE REQUIRED GRANT DOCUMENTS

RESOLUTION NO. ____________

WHEREAS, the Yuba County Board of Supervisors desires to continue a certain project designated as the District Attorney Enhanced Communication for Victims through Improved Technology and Training Project through funds made available through the Edward Byrne Memorial Justice Assistance Grant Program administered through the United States Bureau of Justice Assistance (hereafter referred to as BJA); and

WHEREAS, the United States Bureau of Justice Assistance has announced its intention to extend criminal justice funding to Yuba County for fiscal year 20/21 in the amount of $14,143 through the Justice Assistance Grant program.

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of Yuba County is authorized, on its behalf to submit the District Attorney Enhanced Communication for Victims through Improved Technology and Training Project proposal to the United States Bureau of Justice Assistance and is authorized to sign
and approve on behalf of the Yuba County Board of Supervisors the Grant Award Agreements over the grant award period beginning October 1, 2020 and ending June 30, 2021, including any extensions or amendments thereof upon the review and approval of the County Counsel.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the day of __________, 2020, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

______________________________
Doug Lofton
CHAIRMAN

ATTEST: Rachel Ferris
Clerk of the Board of Supervisors

By: ____________________________

APPROVED AS TO FORM

______________________________
MICHAEL J. CICCOZZI
COUNTY COUNSEL
U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

________________________________________  ______________________________________
Signature of Chief Executive of the Applicant Unit of Local Government  Date of Certification

________________________________________  ______________________________________
Printed Name of Chief Executive  Title of Chief Executive

________________________________________
Name of Applicant Unit of Local Government

Rev. Feb. 19, 2020
ABSTRACT – Attachment 1

Yuba County, through the Office of the District Attorney and in partnership with Yuba County Probation, Victim Services Division, is submitting the “Enhanced Communication for Victims through Improved Technology and Training Project” for funding consideration. The operational Project period is October 1, 2020 through June 30, 2021. The goal of the Project is to enhance communication with Victims Services, their clients and families so to ensure timely and accurate information is provided regarding criminal proceedings, court process and hearings, witness availability and available resources. Furthermore, Covid 19 has impacted the way we do business and ensuring victims are supported and continually communicated with through telework and/or remote services. This will be accomplished by improving the technology devices, such as upgrade computer systems and access, ensuring the proper Protective Personnel Equipment is available, and training to serve those impacted by crime. The total budget for the Project is $14,143 of JAG funding to be expended over the Project period. Project strategies and performance measures include: 1) increase victim participation in court proceedings during pandemic by upgrading telework and forensic interviewing equipment for better access to courts, attorneys, law enforcement, and victim service advocates; 2) increase the number of Karpel users to provide communication and responsiveness to victims; and 3) Ensure the Yuba County Victim Services Advocates are adequately trained and prepared to deal with victims who may be suffering from emotional and/or mental health issues. The project will ensure DA has enhanced access to Victim Services Advocates to ensure timely and accurate communication of court proceedings and victim participation per Marsy’s Law.

Project Identifiers:

- Case Management;
- Communications;
- Computer Software/Hardware;
- Data Sharing Linkage;
- Justice Information Sharing
Yuba County JAG Funding Application
CFDA number 16.738
GMS Application number: 2020-H9097-CA-DJ
DUNS # 962893546
CCR CAGE #61P14

Grant Project Operational Period 10-1-20 through 06-30-21

PROGRAM NARRATIVE – Attachment 2

a. Description of the Issues – Presentation of Circumstances Related to the Proposed Project

- Background
  Yuba County, with a county seat of Marysville, has an approximate population of 77,000 and encompasses 654 square miles of farmland and remote foothills. The county is rural with agricultural production constituting a significant portion of the economic base. Historically, Yuba County has been characterized by significant economic and social deprivation marked by low per capita income (with 16% to 19% living below the poverty line, with over one quarter of children living in poverty), extremely high unemployment rates and public assistance rates, and a crime rate profile that has historically ranked the county within the top 25% of small California counties relative to the California Crime Index.

  The Covid-19 Pandemic has had an enormous impact on the criminal justice system. There has been an increase in criminal activity across the board, which leads to an increase in victims and the impact on our community. Yuba County District Attorney’s Office would like to be able to focus on the criminal aspect of the cases while allowing our Victim Services partners the ability and fortitude to serve our victims and their families as efficient and competently as possible. Victim Service Advocates play a vital role in serving our justice system as a whole. The Covid-19 Pandemic and other events have created new and/or reoccurring barriers to ensuring our victims’ rights are preserved and invoked during the criminal prosecution phases. Covid-19 Pandemic has reminded us of the mental and physical health needs that must also be addressed during a traumatic event such as a victim of a crime.

  The ability to stay connected to our Victim Services partners is a goal for this project. Many have experienced the need to telecommute and telework due to recent events. Without the proper equipment this feat would be almost impossible and inefficient to serve victims of crimes. Also, due to the increase in violent crimes our forensic interview team has been busy with interviewing, videoing and documenting all the interviews associated with the victims and witness interviews. This increase has
identified areas in where our current equipment could be improved for better visibility and interview storage.

Karpel, Inc. is the case management system both Yuba County District Attorney Office and Victim Services utilize. Without this platform our communication and information flow would be less effective, and minimal information would be shared within the legal parameters. It is our goal to increase the Victim Services users with the case management system Karpel, Inc. and to enhance the ability to communicate both with each other as well as with victims.

Yuba County Victim Services lacks the technological devices to work remotely. Victim Services has identified gaps in service when required to work away from the office. Access to laptops and forensic interviewing equipment would allow staff to work from anywhere at any time and ensure expedited communication with the courts, attorneys and victims.

The Yuba County District Attorney has observed an increase in domestic violence, assaults and violent crimes, which has a negative impact on our community as it takes an emotional, traumatic and mental health toll on the victims. These needs must be addressed during a traumatic event such as being a victim of a crime. The Project goal would be to increase the Victim Services Advocate knowledge and training on and how to deal with victims experiencing the emotional and mental impact of such crimes.

The program goal is to improve communication between the District Attorney’s Office, Victim Services and Victims by improving technology, access to information through technology remotely and systems within the agency.

- **Program Description**

  Yuba County, California, is eligible to receive $14,143 of FY 2019 JAG funding. The applicant on behalf of the County is the Yuba County District Attorney’s office. The proposed Project will apply JAG funds towards the implementation of improved communication and information exchange by upgrading telework equipment, increase Karpel, Inc. users and securing trauma based training while dealing with victims.

  Telework is a common practice for many in their employment today. Without it, there would be lost time and lost services to those who need it the most. Having the equipment to complete these tasks on a daily basis is vital. Yuba County District Attorney’s office is partnering with Yuba County Probation, Victim Services Division to purchase four Laptop computers to ensure Victim Advocates can securely access their desktop computers via VPN so outreach to victims of crimes can continue without delay. This telework equipment would allow the staff to continue to access Karpel Solutions, Inc. and other applications, such as Zoom meetings, to ensure victims receive communication and resources timely. Along with the telework equipment is our Multi-
Disciplinary Interview Team who have been required to view and attend the MDI’s via Zoom which has made us aware of the need to improve some MDI supplies. The necessary equipment to improve the forensic interviews and communication amongst the team includes a larger monitor for view purposes in-house and remotely; and secured video storage space.

As indicated, Karpel Solutions, Inc. already provides the case management system for the Yuba County District Attorney and our partners with Victim Services. An increase in staff users in Karpel Solutions, Inc. requires increase in user fees, management and maintenance cost of the system. This Project would fund two more Karpel Solutions, Inc. users.

LEAP Foundation For Research to Practice provides a two-day trainer certification on an evidence based program that teaches you how to create alliances with people struggling with serious mental illness that leads to treatment and recovery. This a different approach to more effectively way to help those suffering from these disorders. Yuba County District Attorney’s office wants to ensure the Yuba County Victim Services Advocates are adequately trained and prepared to deal with victims who may be suffering from emotional and/or mental health related issues so that the victim can be referred to the correct resource and/or services. By utilizing the LEAP train-the-trainer certification module, Victim Services can continue to ensure other and/or new advocates are trained to recognize and deal with mental health issues.

- **Funding Priorities**

  As indicated previously, the prior for JAG funding this year is Improved Technology and Communication. The program is funded through JAG funding. JAG funding of $14,143 will provide 100% of the overall project costs to implement the improved telework productivity, user ability and training for the emotional and mental health of victims of crimes.

b. **Project Design and Implementation**

  Strategic planning is done as part of the county budgeting process. This process is done through meetings and budget workshops that are open to the public. The Yuba County Sheriff, Chief Probation Officer, and District Attorney meet for strategic planning and prioritize general fund needs for public safety during the budget process. Yuba County law enforcement agencies, including this office, the Sheriff’s Department, and the Probation Department, support the proposed use of JAG funds.

c. **Capabilities and Competencies**

  The Yuba County District Attorney, in partnership with Yuba County Probation, Victim Services Division regularly meet with our partners within the jurisdiction and other
programs throughout the state. This office has successfully administered this grant for 10 years.

d. Plan for Collecting the Data Required

**Project Performance Measure #1 – Improved Technology and Communication**
*Increase victim participation in court proceedings during pandemic ≥ 10%.*

Purchase four Laptop Computers and assign to four staff members for required telework duties to be accomplished remotely. All Victim Services staff will be capable of telework with remote, secure access to the case management system and have secure communication abilities to ensure victims/victims’ families receive hearing notification.

**Project Performance Measure #2 – Improved Technology and Communication**
*Increase the number of Karpel users to provide communication and responsiveness to victims ≥ 20%.*

Increase Karpel Solutions, Inc. users from 6 to 8 allowing for more clients to be served. The case management system has automated abilities to generate communication via letters with victims of crimes, and provides a link between agency to agency communication via Karpel Reminders and Notes.

**Project Performance Measure #3 – Increase Knowledge on Behavioral Health.**
*Ensure the Yuba County Victim Services Advocates are adequately trained and prepared to deal with victims who may be suffering from emotional and/or mental health.*

Obtain LEAP Training For Trainer Certificate. Participate in a Training for Trainers certification program to ensure all Yuba County Victim Services staff are exposed to the most updated information and strength based interventions on working with victims with emotional and mental health conditions.
The fiscal agent administering the financial and programmatic requirements of the grant will be the Yuba County District Attorney’s Office. The total budget for this proposed project is $14,143. The Project will be fiscally and operationally active from October 1, 2020 through June 30, 2021. With the exception of the 3% set-aside for NIBRS compliance, all JAG funds will be applied towards equipment and software to improve communication with and for Victim Services. No grant funds will be used for administrative or overhead expenses.

JAG funds totaling $14,143 will be allocated in state fiscal year 2020/2021 as follows:

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<th>JAG Funds</th>
<th>Local Funds</th>
<th>Total Funds</th>
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<td>VALT Video Supplies</td>
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<tr>
<td>VALT Software</td>
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<td>$960</td>
<td>$0</td>
<td>$960</td>
</tr>
<tr>
<td>LEAP Training Tuition</td>
<td>$250</td>
<td>$0</td>
<td>$250</td>
</tr>
<tr>
<td>NIBRS Training Salary</td>
<td>$420</td>
<td>$0</td>
<td>$420</td>
</tr>
<tr>
<td>NIBRS Training Tuition</td>
<td>$250</td>
<td>$0</td>
<td>$250</td>
</tr>
<tr>
<td>Subtotals =</td>
<td>$1,880</td>
<td>$0</td>
<td>$1,880</td>
</tr>
</tbody>
</table>

| Project Totals =     | $14,143   | $0          | $14,143     |
Four Laptops at $1400 each provides 4 victim services staff members with the ability to securely and remotely access the Karpel case management system and other platforms critical to delivering timely victim services. This will aid in ensuring that victims receive timely communication and services.

Karpel provides case management software utilized by victim advocates to track court proceedings, communicate with the District Attorney’s Office, and manage victim services. This project will fund two additional victim services users for Karpel at a cost of $800, enhancing the coordination and delivery of services. Increase Karpel, Inc. user cost is $400 per user totaling $800 plus Valt support and maintenance fees at $820 per year over the next years. The increase in Karpel, Inc. users will go from 6 to 8 providing more staff to work with victims and deputy district attorneys.

Multi-Disciplinary Interviews are a critical tool used by Law Enforcement, Child Welfare and the District Attorney to conduct forensic interviews of child victims. Conducting these child interviews in a nonthreatening environment with input from all team members requires remote viewing by team members and a way for them to communicate questions and concerns to the forensic interviewer. Intelligent Video Solutions VALT Software provides the remote access and storage necessary to make this work. The funding for supplies will be used to purchase, video storage, a one-way communication system for the forensic interviewer, and a screen for remote viewing by team members who are on site. The software licensing and maintenance for the VALT system is budgeted at $1,640.

Reusable masks, sanitation devices and other as necessary to prevent the exposure and spread of viruses will be purchased at the cost of $1,423.

LEAP is an evidence-based program that teaches how to create alliances with people struggling with serious mental illness, leading to treatment and recovery. LEAP Training for Trainers is $250 per staff for one partner to attend the train-the-trainer course. That staff member will then provide in-house training to other staff, ensuring the emotional and mental health problems of victims are correctly identified and addressed.

The Bureau of Justice Assistance requires 3% of the award be dedicated to achieving full compliance with the FBI’s National Incident-Based Reporting System (NIBRS). To satisfy the 3% set-aside requirement, $424 from the grant must be spent on NIBRS compliance activities. The funds will fund a staff member to attend a local training on Crime Stats & NIBRS for the Police Executive. The cost for this training includes tuition of $250 plus seven hours of salary, for a total of $670. This exceeds the 3% set-aside for NIBRS compliance.
**BUDGET SUMMARY**

<table>
<thead>
<tr>
<th><strong>Budget Category</strong></th>
<th><strong>Amount</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Personnel</td>
<td>$ 0</td>
</tr>
<tr>
<td>B. Fringe Benefits</td>
<td>$ 0</td>
</tr>
<tr>
<td>C. Travel</td>
<td>$ 0</td>
</tr>
<tr>
<td>D. Equipment</td>
<td>$ 0</td>
</tr>
<tr>
<td>E. Supplies</td>
<td>$ 9,823</td>
</tr>
<tr>
<td>F. Consultants/Contracts</td>
<td>$ 2,440</td>
</tr>
<tr>
<td>G. Other</td>
<td>$ 1,880</td>
</tr>
<tr>
<td><strong>Total Direct Costs</strong></td>
<td>$14,143</td>
</tr>
<tr>
<td>H. Indirect Costs</td>
<td>$ 0</td>
</tr>
</tbody>
</table>

**TOTAL PROJECT COSTS** $14,143

**Federal Request** $14,143

**Non-Federal Contribution** $ 0
Yuba County JAG Funding Application
CFDA number 16.738
GMS Application number: 2020-H9097-CA-DJ
DUNS # 962893546
CCR CAGE #61P14

Grant Project Operational Period 10-1-20 through 06-30-21

DISCLOSURE OF PENDING APPLICATIONS – Attachment 4

The County of Yuba does not have (and is not a proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover identical cost items outlined in the budget submitted as part of this application.
### APPLICATION FOR FEDERAL ASSISTANCE

<table>
<thead>
<tr>
<th>2. DATE SUBMITTED</th>
<th>August 18, 2020</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>1. TYPE OF SUBMISSION</th>
<th>Application Non-Construction</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>3. DATE RECEIVED BY STATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>4. DATE RECEIVED BY FEDERAL AGENCY</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>5. APPLICANT INFORMATION</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Legal Name</th>
<th>County of Yuba</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Organizational Unit</th>
<th>Office of the District Attorney</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>215 5th Street</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>STE 152</th>
<th>Marysville, California</th>
</tr>
</thead>
</table>

| 95901-5737 | |
|------------||

<table>
<thead>
<tr>
<th>Name and telephone number of the person to be contacted on matters involving this application</th>
<th>Curry, Clinton</th>
</tr>
</thead>
</table>

| (530) 749-7770 | |
|----------------||

<table>
<thead>
<tr>
<th>6. EMPLOYER IDENTIFICATION NUMBER (EIN)</th>
<th>7. TYPE OF APPLICANT</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>94-6000549</th>
<th>County</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>8. TYPE OF APPLICATION</th>
<th>9. NAME OF FEDERAL AGENCY</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>New</th>
<th>Bureau of Justice Assistance</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CFDA</th>
<th>Edward Byrne Memorial Justice Assistance Grant Program</th>
</tr>
</thead>
</table>

| TITLE: | |
|--------||

| Enhanced Communication for Victims through Improved Technology and Training Project | |

<table>
<thead>
<tr>
<th>12. AREAS AFFECTED BY PROJECT</th>
</tr>
</thead>
</table>

| County of Yuba | |
|----------------||

<table>
<thead>
<tr>
<th>13. PROPOSED PROJECT</th>
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<table>
<thead>
<tr>
<th>Start Date:</th>
<th>October 01, 2020</th>
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<table>
<thead>
<tr>
<th>End Date:</th>
<th>June 30, 2021</th>
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</table>

<table>
<thead>
<tr>
<th>14. CONGRESSIONAL DISTRICTS OF</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>a. Applicant</th>
<th>CA03</th>
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</table>

| b. Project | |
|------------||

<table>
<thead>
<tr>
<th>15. ESTIMATED FUNDING</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Federal</th>
<th>$14,143</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Applicant</th>
<th>$0</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>State</th>
<th>$0</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Local</th>
<th>$0</th>
</tr>
</thead>
</table>

| 16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? | |
|-----------------------------------------------------------------------------||

| This preapplication/application was made available to the state executive | |

| 12372 | |
|-------||

https://grants.ojp.usdoj.gov/gmsexternal/applicationReview.do?print=yes
<table>
<thead>
<tr>
<th>Other</th>
<th>$0</th>
<th>order 12372 process for review on 08/18/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Income</td>
<td>$0</td>
<td>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$14,143</td>
<td>N</td>
</tr>
</tbody>
</table>

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.
## Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Year 1</th>
<th>Year 2 (if needed)</th>
<th>Year 3 (if needed)</th>
<th>Year 4 (if needed)</th>
<th>Year 5 (if needed)</th>
<th>Total($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Personnel</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>B. Fringe Benefits</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>C. Travel</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>D. Equipment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>E. Supplies</td>
<td>$9,823</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>F. Construction</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>G. Subawards (Subgrants)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>H. Procurement Contracts</td>
<td>$2,440</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>I. Other</td>
<td>$1,880</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Direct Costs</strong></td>
<td>$14,143</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>J. Indirect Costs</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Project Costs</strong></td>
<td>$14,143</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

No
# Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

(DoJ Financial Guide, Section 3.10)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Computation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Show annual salary rate &amp; amount of time devoted to the project for each name/position.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Salary</th>
<th>Rate</th>
<th>Time Worked (h of hours, days, months, years)</th>
<th>Percentage of Time</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total(s)** $0 $0 $0

**Narrative**
### B. Fringe Benefits

**Name**: List each grant-supported position receiving fringe benefits.

**Computation**: Show the basis for computation.

<table>
<thead>
<tr>
<th>Base</th>
<th>Rate</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total(s)</strong></td>
<td></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

**Narrative**
### C. Travel

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Location</th>
<th>Type of Expense</th>
<th>Basis</th>
<th>Computation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</td>
<td>Indicate the travel destination.</td>
<td>Lodging, Meals, Etc.</td>
<td>Per day, mile, trip, Etc.</td>
<td>Compute the cost of each type of expense X the number of people traveling.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost</th>
<th>Quantity</th>
<th># of Staff</th>
<th># of Trips</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total(s)** $0 $0 $0

**Narrative**
### D. Equipment

<table>
<thead>
<tr>
<th>Item</th>
<th>Computation</th>
</tr>
</thead>
<tbody>
<tr>
<td>List and describe each item of equipment that will be purchased</td>
<td>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th># of Items</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Total(s)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Narrative**
E. Supplies

Provide a list of the types of items to be purchased with grant funds.

<table>
<thead>
<tr>
<th>Supply Items</th>
<th>Computation</th>
<th># of Items</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Protective Equipment (masks, sanitation, etc.)</td>
<td></td>
<td>1</td>
<td>$1,423.00</td>
<td>$1,423</td>
<td>$1,423</td>
<td></td>
</tr>
<tr>
<td>Laptops</td>
<td></td>
<td>4</td>
<td>$1,400.00</td>
<td>$5,600</td>
<td>$5,600</td>
<td></td>
</tr>
<tr>
<td>VALT Video Supplies</td>
<td></td>
<td>1</td>
<td>$2,800.00</td>
<td>$2,800</td>
<td>$2,800</td>
<td></td>
</tr>
<tr>
<td><strong>Total(s)</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$9,823</strong></td>
<td>$0</td>
<td><strong>$9,823</strong></td>
</tr>
</tbody>
</table>

Narrative
### F. Construction

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Description of Work</th>
<th>Computation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide the purpose of the construction</td>
<td>Describe the construction project(s)</td>
<td>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</td>
</tr>
<tr>
<td># of Items</td>
<td>Cost</td>
<td>Total Cost</td>
</tr>
<tr>
<td>-----------</td>
<td>-------</td>
<td>----------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Total(s)</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Narrative**
### G. Subawards (Subgrants)

<table>
<thead>
<tr>
<th>Description</th>
<th>Purpose</th>
<th>Consultant?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide a description of the activities to be carried out by subrecipients.</td>
<td>Describe the purpose of the subaward (subgrant)</td>
<td>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

#### Consultant Travel (If necessary)

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Location</th>
<th>Type of Expense</th>
<th>Computation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</td>
<td>Indicate the travel destination.</td>
<td>Hotel, airfare, per diem</td>
<td>Compute the cost of each type of expense X the number of people traveling.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost</th>
<th>Duration or Distance</th>
<th># of Staff</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total** $0 $0 $0

#### Narrative


### H. Procurement Contracts

<table>
<thead>
<tr>
<th>Description</th>
<th>Purpose</th>
<th>Consultant?</th>
</tr>
</thead>
</table>


7
Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently $150,000).

### Purpose Area #4

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valt Video System: Software licensing and professional services video processing and storage of child interviews.</td>
<td>No</td>
<td>$1,640</td>
<td>$0</td>
</tr>
<tr>
<td>Karpel: Software licensing for the Karpel Case management system for two users.</td>
<td>No</td>
<td>$800</td>
<td>$800</td>
</tr>
<tr>
<td><strong>Total(s)</strong></td>
<td><strong>$2,440</strong></td>
<td><strong>$0</strong></td>
<td><strong>$2,440</strong></td>
</tr>
</tbody>
</table>

### Consultant Travel (if necessary)

<table>
<thead>
<tr>
<th>Purpose of Travel</th>
<th>Location</th>
<th>Type of Expense</th>
<th>Computation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</td>
<td>Indicate the travel destination.</td>
<td>Hotel, airfare, per diem</td>
<td>Compute the cost of each type of expense X the number of people traveling.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost</th>
<th>Duration or Distance</th>
<th># of Staff</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **Total** | **$0** | **$0** | **$0** |

**Narrative**
Intelligent Video Solutions will provide software licensing and support for their VALT Software. VALT Software is a powerful tool helping organizations create and manage their own video database. The secure platform will enhance access to videos of forensic child interviews by members of the multi-disciplinary interview team, enhancing collaboration between prosecutors, investigators, and victim advocates. Karpel provides case management software utilized by victim advocates to track court proceedings, communicate with the District Attorney's Office, and manage victim services. This project will fund two additional victim services users for Karpel at a cost of $800, enhancing the coordination and delivery of services.

### I. Other Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary costs for 2 days of LEAP Training</td>
<td>1</td>
<td>hourly</td>
<td>$60.00</td>
<td>16</td>
<td>$960</td>
<td></td>
<td>$960</td>
</tr>
<tr>
<td>LEAP Tuition Train the Trainer Course</td>
<td>1</td>
<td>$1.00</td>
<td>$250.00</td>
<td>1</td>
<td>$250</td>
<td></td>
<td>$250</td>
</tr>
<tr>
<td>Salary cost for 1 day NIBRS training</td>
<td>1</td>
<td>hourly</td>
<td>$60.00</td>
<td>7</td>
<td>$420</td>
<td></td>
<td>$420</td>
</tr>
<tr>
<td>NIBRS Tuition cost local training for Chief Investigator</td>
<td>1</td>
<td>$1.00</td>
<td>$250.00</td>
<td>1</td>
<td>$250</td>
<td></td>
<td>$250</td>
</tr>
<tr>
<td><strong>Total(s)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,880</strong></td>
<td></td>
<td><strong>$1,880</strong></td>
</tr>
</tbody>
</table>

**Narrative**
Staff member to attend two-day train the trainer course from LEAP Foundation. LEAP is an evidence-based program that teaches how to create alliances with people struggling with serious mental illness that leads to treatment and recovery. Staff member to attend a local training on Crime Stats & NIBRS for the Police Executive. The cost for this training includes tuition of $250 plus seven hours of salary, for a total of $670. This exceeds the 3% set-aside for NIBRS compliance.
### J. Indirect Costs

**Description**
Describe what the approved rate is and how it is applied.

**Computation**
Compute the indirect costs for those portions of the program which allow such costs.

<table>
<thead>
<tr>
<th>Base</th>
<th>Indirect Cost Rate</th>
<th>Total Cost</th>
<th>Non-Federal Contribution</th>
<th>Federal Request</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Total(s)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Narrative**
TO: Board of Supervisors
FROM: Auditor/Controller, Richard Eberle
SUBJECT: Auditor- Controller: Adopt resolution establishing County budget for Fiscal Year 2020-2021. (Five minute estimate)
DATE: 9/22/2020
NUMBER: 466/2020

Recommendation
Approve resolution adopting county budget for fiscal year 2020-2021.

Background
As required by Government Code Section 29000 (et seq), the Board of Supervisors must formally adopt, by resolution, the budget for each fiscal year prior to October 2.

Discussion
On September 8, 2020, the Board of Supervisors completed the final budget hearings and has approved the results of those hearings. The Board must now formally adopt the budget for the fiscal year. By establishing the budget for the fiscal year the Board permits the departments to act on the directions given by the Board and to carry out their assigned function. If a budget is not approved expenditures cannot be made. Any expenditure made in excess of an approved budget becomes the personal responsibility of the department head authorizing the expenditure. Approving the budget reduces the exposure of department heads to this liability.

Committee Action:
This item is not taken to committee due to time constraints. The budget must be adopted by October 2\textsuperscript{nd} of each year and the board did not complete budget hearings until September 8, 2020.
**Fiscal Impact:**

There is negative fiscal impact should the board not adopt this resolution.

**Attachments**

Fiscal Year 2020-2021 Budget
BEFORE THE BOARD OF
SUPERVISORS OF THE COUNTY OF
YUBA

RESOLUTION ADOPTING )
THE BUDGET FOR FISCAL )
YEAR 2020-2-21 )
RESOLUTION NO. __________

WHEREAS, all necessary estimate of revenues, expenditures, interfund transfers, and reserves for the 2020-2021 fiscal year were prepared and filed; the proposed budget was adopted and printed; and hearings thereon were noticed and held as required by Chapter 1, Division 3, Title 3 of the Government Code (Section 29000 et seq.); and

WHEREAS, this Board has made such revisions of, deductions from, and increases or additions have been proposed in writing and filed with the Board of Supervisors prior to the conclusion of said hearings.

NOW, THEREFORE, IT IS FOUND AND DECLARED that all proceedings required by law have been duly had and regularly taken concerning the adoption of the final budget for the County of Yuba for the fiscal year commencing on July 1, 2020.

BE IT FURTHER RESOLVED that the appropriation for each budget unit which constitutes the respective totals for each of the objects and sub-objects of the expenditures listed in the proposed budget and revised through additions or subtractions are hereby adopted by reference; that the expenditure amounts shown therein and as set forth herewith are hereby appropriated for the purposes stated; and that the provisions for contingencies set forth in said budget shall be as therein stated.

ACCORDINGLY, IT IS RESOLVED AND ORDERED that the Final Budget of the County of Yuba for the fiscal year 2020-2021, as documented in Exhibit A, attached hereto and incorporated herein by reference as though fully set forth, be and is hereby adopted.
BE IT FURTHER RESOLVED that the means of financing the expenditures and reserve provisions set forth in said budget shall be by monies derived from Revenue to Accrue, Fund Balance Available, and Ad Valorem Taxes.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the_______ day of September, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_________________________________________
Chairman

ATTEST:  RACHEL FERRIS
CLERK OF THE BOARD OF
SUPERVISORS

MICHAEL J. CICCOZZI
YUBA COUNTY COUNSEL
APPROVED AS TO FORM
### Budget Fiscal Year 2020-2021

#### County Governmental Budget Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries &amp; Employee Benefits</td>
<td>$95,597,929</td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
<td>$56,215,234</td>
</tr>
<tr>
<td>Other Charges</td>
<td>$32,893,809</td>
</tr>
<tr>
<td>Fixed Assets: Total Fixed Assets</td>
<td>$33,143,203</td>
</tr>
<tr>
<td>Expenditure Transfers, Adjustments, &amp; Reimbursements</td>
<td>$(96,418)</td>
</tr>
<tr>
<td>Net A-87 Charges</td>
<td>$(570,077)</td>
</tr>
<tr>
<td>Provisions for Contingencies:</td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td></td>
</tr>
<tr>
<td>Special Projects</td>
<td>-</td>
</tr>
<tr>
<td>Other</td>
<td>$960,000</td>
</tr>
</tbody>
</table>

#### Reserves:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Reserves</td>
<td>-</td>
</tr>
<tr>
<td>General Reserves</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total Budgeted Appropriations**

| Amount | 218,143,680 |

#### Encumbrances

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries &amp; Benefits</td>
<td>-</td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
<td>$545,944</td>
</tr>
<tr>
<td>Fixed Assets:</td>
<td>-</td>
</tr>
<tr>
<td>Equipment</td>
<td>-</td>
</tr>
</tbody>
</table>

**Total Encumbrances**

| Amount | $545,944 |

**Total General County Budgeted Appropriations**

<p>| Amount | $218,689,624 |</p>
<table>
<thead>
<tr>
<th>Budgeted Revenues</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>22,182,500</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>2,146,360</td>
</tr>
<tr>
<td>Fines, Forfeitures, Penalties</td>
<td>503,656</td>
</tr>
<tr>
<td>Interest &amp; Use of Property</td>
<td>941,057</td>
</tr>
<tr>
<td>Intergovernmental Revenue</td>
<td>127,069,394</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>20,410,931</td>
</tr>
<tr>
<td>Other Financing Sources</td>
<td>28,917,543</td>
</tr>
</tbody>
</table>

| Total County Budgeted Revenue                   | $202,171,441 |

| Ongoing Revenues less Expenditures             | $(16,518,183) |
| Use of Cash Balance as of 6/30/2020            | $16,518,183   |
| Budgeted Revenues less Expenditures            | $-            |
### Proprietary Funds

<table>
<thead>
<tr>
<th></th>
<th>Enterprise</th>
<th>Internal Service Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Airport</td>
<td>Auto Service</td>
</tr>
<tr>
<td>Salaries &amp; Employee Benefits</td>
<td>$179,147</td>
<td>$626,479</td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
<td>$122,728</td>
<td></td>
</tr>
<tr>
<td>Other Charges</td>
<td>$105,804</td>
<td></td>
</tr>
<tr>
<td>A-87 Charges</td>
<td>$411,565</td>
<td>$22,621</td>
</tr>
<tr>
<td>Fixed Assets:</td>
<td>$1,628,360</td>
<td>$224,738</td>
</tr>
<tr>
<td>Exp Transfers &amp; Reimbursements Reserves:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Reserves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Reserves</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Budgeted Appropriations</strong></td>
<td><strong>$2,448,604</strong></td>
<td><strong>$649,100</strong></td>
</tr>
<tr>
<td>Encumbrances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries &amp; Benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services &amp; Supplies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Assets:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Encumbrances</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Budgeted Appropriations</strong></td>
<td><strong>$2,448,604</strong></td>
<td><strong>$649,100</strong></td>
</tr>
</tbody>
</table>

### Budgeted Revenues

- **Taxes:**
- **Licenses & Permits:**
- **Fines, Forfeitures, Penalties:**
- **Interest & Use of Property:**
- **Intergovernmental Revenue:** $1,348,855
- **Charges for Services:** $1,063,119
- **Miscellaneous Revenue:**
- **Other Financing Sources:** $32,288

**Total County Budgeted Revenue:** $2,444,262

**Use of Fund Balance/Retained Earnings:** $(4,342)
### Internal Service Funds

<table>
<thead>
<tr>
<th></th>
<th>Health Insurance</th>
<th>General Insurance</th>
<th>Unemployment Insurance</th>
<th>Short Term Disability Insurance</th>
<th>Utility ISF</th>
<th>ISF Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Salaries &amp; Employee Benefits</strong></td>
<td>$13,329,385</td>
<td>$123,858</td>
<td>$9,632</td>
<td>-</td>
<td>$1,310,632</td>
<td>$21,182,888</td>
</tr>
<tr>
<td><strong>Other Charges</strong></td>
<td>$75,000</td>
<td>$551,719</td>
<td>(3,664)</td>
<td>1,193,410</td>
<td>31,359</td>
<td>2,569,701</td>
</tr>
<tr>
<td><strong>A-87 Charges</strong></td>
<td>12,902</td>
<td>2,912</td>
<td>3,779</td>
<td>3,664</td>
<td>31,359</td>
<td>158,512</td>
</tr>
<tr>
<td><strong>Fixed Assets:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>244,738</td>
</tr>
<tr>
<td><strong>Exp. Transfers &amp; Reimbursements</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Reserves:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Capital Reserves</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>General Reserves</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Budgeted Appropriations</strong></td>
<td>$13,342,287</td>
<td>$201,770</td>
<td>$565,130</td>
<td>-</td>
<td>$2,535,401</td>
<td>$24,155,839</td>
</tr>
<tr>
<td><strong>Encumbrances:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Salaries &amp; Benefits</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Services &amp; Supplies</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fixed Assets:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Equipment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Encumbrances</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Budgeted Appropriations</strong></td>
<td>$13,342,287</td>
<td>$201,770</td>
<td>$565,130</td>
<td>-</td>
<td>$2,535,401</td>
<td>$24,155,839</td>
</tr>
</tbody>
</table>

#### Budgeted Revenues

|                          |                   |                   |                        |                                 |
| **Taxes**                |                  |                   |                        |                                 |
| **Licenses & Permits**   |                  |                   |                        |                                 |
| **Fines, Forfeitures, Penalties** |          |                   |                        |                                 |
| **Interest & Use of Property** | $500          | $8,000             |                        |                                 |
| **Intergovernmental Revenue** | $13,162,182    | $123,736           | $182,910               | $162,281                        | $2,373,120 | $21,371,786 |
| **Charges for Services** |                  |                   |                        |                                 |
| **Miscellaneous Revenue** |                  |                   |                        |                                 |
| **Other Financing Sources** |                |                   |                        |                                 |
| **Total County Budgeted Revenue** | $13,162,182    | $124,236           | $190,910               | -                               | $2,535,401 | $22,847,657 |

| **Use of Fund Balance/Retained Earnings** | $180,105 | $77,534 | $374,220 | - | - |

---

*Exhibit A*
The County of Yuba

Auditor/Controller

TO: Board of Supervisors

FROM: Auditor/Controller, Richard Eberle

SUBJECT: Auditor-Controller: Adopt resolution adopting County-wide Tax Rate for Fiscal Year 2019-2020. (Five minute estimate)

DATE: 9/22/2020

NUMBER: 469/2020

Recommendation

Adopt resolution fixing the general countywide property tax rates for fiscal year 2020-2021

Background

California State Government Code Section 29102 requires the Board of Supervisors to adopt the rate of taxation on the secured tax rolls and any allowance for delinquencies

Discussion

The countywide secured tax rate is set by statutes at 1% of the assessed value of the property. The rates for ad valorem tax assessments are calculated by the Auditor-Controller’s Office for any school or special district based on debt service obligations, legal statutes, or other criteria and usually factor in a projected delinquency rate. For certain districts that assess property within Yuba County but the controlling agency is not headquartered in Yuba County, the Auditor-Controller of the respective county provide the rates. These rates are used to determine the ad valorem assessments on real property for the current fiscal year.

Committee Action:

Not taken to committee due to time constraints. Government Code requires the rates be adopted prior to October 3rd of each year
**Fiscal Impact:**

The secured property tax collections are the largest source of discretionary revenue available to the Board of Supervisors to fund County operations. Not setting the rates could have significant fiscal ramifications. The fiscal impact is based on the secured tax revenue estimates presented in the 2020-2021 Preliminary Budget.

- **General Fund:** $13,800,000
- **Non-General Fund:** None
- **Source of Funds:** Secured property tax collections

**Attachments**

Fiscal Year 2020-2021 Countywide tax rates
BEFORE THE BOARD OF
SUPERVISORS OF THE COUNTY OF
YUBA

RESOLUTION FIXING GENERAL ) RESOLUTION NO. ___________
COUNTY-WIDE TAX RATE )

WHEREAS, pursuant to the State of California Government Code Section 29100 which requires the Board of Supervisors to adopt, on or before October 3 of each year, the rates of taxes on the secured roll and allowances for delinquencies, and

WHEREAS, pursuant to Article XIII A of the California Constitution, the maximum amount of any ad valorem tax on real property, except levies for indebtedness approved by the voters prior to the time this section became effective, shall not exceed one percent (1.0%), and

WHEREAS, Government Code Section 29100 further provides, with regard to voter approved indebtedness, that the Board of Supervisors shall adopt a tax rate on the secured roll by determining the percentage of full value of property on the secured roll legally subject to support the annual debt requirement.

NOW, THEREFORE, BE IT RESOLVED that the County Auditor-Controller shall apply a delinquency provision of three percent (3.0%) of the taxable value on the County Secured Roll and the County Unsecured Roll for the 2020-2021 fiscal year.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba, that the ad valorem tax on real property shall not exceed one percent (1.0%) of the assessed value of such property for fiscal year 2020-2021.

///

///
BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Yuba adopt the percentage of full value property on the secured roll legally subject to support the annual debt requirements as documented in Exhibit A, attached hereto and incorporated herein by reference as though fully set forth.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the_______ day of 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_________________________
Chairman

_________________________
Michael Ciccozzi
Yuba County Counsel
Approved as to Form

ATTEST: Rachel Ferris
Clerk of the Board of Supervisors
**Exhibit A**

Resolution Fixing General County-Wide Tax Rates

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>County-wide General</td>
<td>1.000000 %</td>
</tr>
<tr>
<td>Unitary Bond Indebtedness</td>
<td>0.000781 %</td>
</tr>
</tbody>
</table>
TO: Board of Supervisors

FROM: Auditor/Controller, Richard Eberle


DATE: 9/22/2020

NUMBER: 467/2020

Recommendation

Adopt resolution fixing special tax rates for School District and Special District indebtedness for fiscal year 2020-2021

Background

Government Code section 29102 requires the Board of Supervisors to adopt tax rates and levy taxes for School and Special Districts for which a tax levy is carries on the regular County Assessment Roll on or before October 3rd of each year.

Discussion

Each year the Board is required to adopt rates levied to collect debt service on voter approved indebtedness. These rates are calculated by the Yuba County Auditor-Controller for districts in Yuba County. In situations where Yuba County is not the lead county for the jurisdiction levying the tax (i.e. a school district headquartered in another county but which has portions of Yuba County within its jurisdiction), the debt service rates are calculated by the respective county and presented to Yuba County for approval and placement on the property tax bill.

Committee Action:

This item is not taken to committee due to time constraints. Statute requires these rates to be approved on or before October 3rd.
Fiscal Impact:

While the county has not issued voter approved debt, various districts within Yuba County have issued such debt and require this levy to collect debt service necessary to meet their obligations.

<table>
<thead>
<tr>
<th>General Fund Impact:</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-General Fund Impact:</td>
<td>None</td>
</tr>
<tr>
<td>Source of Funds:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Attachments

2020-2021 Special District/Schools Bond Indebtedness rates
BEFORE THE BOARD OF
SUPervisors of the County of
Yuba

RESOLUTION FIXING )
SPECIAL TAX RATES FOR )  RESOLUTION NO. ________
COUNTY, SCHOOL DISTRICT, )
AND SPECIAL DISTRICT )
INDEBTEDNESS )

WHEREAS, pursuant to the State of California Government Code section 29102 which requires the Board of Supervisors to adopt tax rates and levy taxes for School and Special Districts for which a tax levy is carried on the regular County Assessment Roll; and

WHEREAS, pursuant to the State of California Government Code section 29100 which specifies the procedure to be followed and requires the Board of Supervisors to adopt, on or before October 3 of each year, the rates of taxes on the secured roll, not to exceed the one percent limitation specified in Article XIII A of the California Constitution and Revenue and Taxation Code section 93 and 100; and further provides that for voter approved indebtedness, the Board shall adopt the rates on the secured roll by determining the percentage of full value of property on the secured roll legally subject to support the annual debt requirement.
NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Yuba County that the County Auditor-Controller is hereby directed to use the rates of taxation for the taxable valuation in each of the districts for fiscal year 2020-2021 as identified in the attachment, Exhibit A, which is incorporated herein.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the_______ day of 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

____________________________________ Chairman

______________________________
ATTEST: RACHEL FERRIS
CLERK OF THE BOARD OF
SUPERVISORS

MICHAEL J. CICCOZZI
YUBA COUNTY COUNSEL
APPROVED AS TO FORM
Exhibit A

Tax Rates for County, School District, and Special District Indebtedness

Fiscal Year 2020-2021

School Districts
(*) Rates are Calculated and set by the named districts

Marysville Joint Unified School District
GO Bond – Refunding 2014 (Measure H 2006) 0.049025 %
GO Bond – Election 2008 Series 2009 (Measure P 2009) 0.000000 %
GO Bond – Refunding Series 2016 (Measure P 2009) 0.053433 %
GO Bond – Election 2008 Series 2018 (Measure P 2009) 0.004952 %

Nevada Union High School*
GO Bond – Series 2002 0.007422 %
GO Bond – Series 2016 0.019000 %

Wheatland High School
GO Bond – 2016 Refunding (Measure U Series A) 0.018527 %
GO Bond – 2012 Series B (Measure U) 0.006500 %

Community Colleges

Yuba County Community College
GO Bond – 2015 & 2017 Refunding (Series A) 0.007960 %
GO Bond – 2016 Refunding (Series B) 0.006899 %
GO Bond – Series C 0.001876 %
GO Bond – Series D 0.003024 %
GO Bond – Series A (Measure Q) 0.011153 %
TO: Board of Supervisors
FROM: Human Resources and Organizational Services, Jill Abel / Leigha Williams
SUBJECT: Human Resources: Adopt Resolutions to amend the Classification System - Basic Salary/Hourly Schedule and to approve the Fiscal Year 2020-2021 Department Position Allocation Schedule
DATE: September 22, 2020
NUMBER: 484/2020

Recommendation:

1. Approve resolution to amend Classification System – Basic Salary / Hourly Schedule effective August 1, 2020 as it relates to the Assistant Public Works Director.

2. Approve resolution to amend Classification System – Basic Salary / Hourly Schedule effective September 1, 2020 to add new classifications.

3. Approve resolution to adopt the Department Position Allocation Schedule effective July 1, 2020.

Background / Discussion:

In accordance with the Yuba County Merit Resolution Article 4, Section 5, each year the Human Resources Department brings the Yuba County Department Position Allocation Schedule to the Board for approval as part of the Final Fiscal Year Budget process. The attached Resolution fulfills this obligation. The attached Resolution reflects the changes to the Yuba County Department Position Allocation Schedule as approved by the Board of Supervisors during the final budget hearing on September 08, 2020 including approvals by the County Administrator or through resolutions as approved by the Board of Supervisors since adoption of the preliminary budget.
The County’s salary schedule is brought to the Board intermittently throughout the fiscal year. It is recommended your Board approve the following changes:

1. Amend the Classification System – Basic Salary / Hourly Schedule to correct an administrative omission and provide the 1% salary adjustment to the Assistant Public Works Director classification, effective August 1, 2020

2. Amend the Classification System – Basic Salary / Hourly Schedule to add the following classifications:
   - Building Maintenance Technician – HVAC; and
   - First 5 Program Coordinator

Committee Action:

Presented to the Board of Supervisors during the final budget hearing on September 8, 2020. This requires full board approval.

Fiscal Impact:

No fiscal impact as these changes were all included in the Final Budget for FY 20-21 budget.

Attachments:

484-2020 Resolution to amend Classification System - Basic Salary Hourly Schedule Eff. 08.01.2020
484-2020 Resolution to amend Classification System - Basic Salary Hourly Schedule Eff. 09.01.2020
484-2020 Resolution to adopt the Department Position Allocation Eff. 07.01.2020
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AMENDING )
RESOLUTION No. 2020-101 )
RE: CLASSIFICATION SYSTEM – BASIC )
SALARY / HOURLY SCHEDULE – ASST )
PUBLIC WORKS DIRECTOR )

RESOLUTION NO. __________

WHEREAS, on August 25, 2020, the Board of Supervisors of the County of Yuba adopted Resolution number 2020-101 formally adopting the Classification System – Basic Salary / Hourly Schedule effective August 1, 2020; and

WHEREAS, the Board of Supervisors of the County of Yuba now intends to amend Resolution number 2020-101 to correct an administrative omission and provide the 1% salary adjustment to the Assistant Public Works Director class, effective August 1, 2020.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba, that Resolution number 2020-101 be and hereby is amended as it relates to the salary of the Assistant Public Works Director classification.

///
///
///
BE IT FURTHER RESOLVED, the Classification System – Basic Salary / Hourly Schedule as documented in Attachment A, attached hereto and incorporated herein by reference as though fully set forth, is hereby established and effective August 1, 2020.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____________________ 2020 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAINED:

______________________________
CHAIRMAN

ATTEST: Rachel Ferris
Clerk of the Board

APPROVED AS TO FORM: Michael Ciccozzi
County Counsel

By: ____________________________

By: ____________________________
# Classification System - Basic Salary / Hourly Schedule

**DELETE Effective 08/01/2020**

<table>
<thead>
<tr>
<th>CODE</th>
<th>CLASSIFICATION</th>
<th>BARG UNIT</th>
<th>MINIMUM MONTHLY SALARY (BASE)</th>
<th>MINIMUM HOURLY RATE</th>
<th>MAXIMUM MONTHLY SALARY (PRE)</th>
<th>MAXIMUM HOURLY RATE</th>
<th>MAXIMUM MONTHLY SALARY (POST)</th>
<th>MAXIMUM HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASDR</td>
<td>Asst Public Works Director</td>
<td>8</td>
<td>$9,464</td>
<td>$54.60</td>
<td>$11,509</td>
<td>$66.40</td>
<td>$12,304</td>
<td>$70.98</td>
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</table>

**ADD Effective 08/01/2020**

<table>
<thead>
<tr>
<th>CODE</th>
<th>CLASSIFICATION</th>
<th>BARG UNIT</th>
<th>MINIMUM MONTHLY SALARY (BASE)</th>
<th>MINIMUM HOURLY RATE</th>
<th>MAXIMUM MONTHLY SALARY (PRE)</th>
<th>MAXIMUM HOURLY RATE</th>
<th>MAXIMUM MONTHLY SALARY (POST)</th>
<th>MAXIMUM HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASDR</td>
<td>Asst Public Works Director</td>
<td>8</td>
<td>$9,559</td>
<td>$55.15</td>
<td>$11,624</td>
<td>$67.06</td>
<td>$12,427</td>
<td>$71.69</td>
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---

Board of Supervisors Meeting - September 22, 2020
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AMENDING ) ) RESOLUTION NO. __________
RESOLUTION No. 2020-101 ) )
RE: CLASSIFICATION SYSTEM – BASIC ) )
SALARY / HOURLY SCHEDULE – ) )
BUILDING MAINTENANCE TECHNICIAN - ) )
HVAC AND FIRST 5 PROGRAM ) )
COORDINATOR ) )

WHEREAS, on August 25, 2020, the Board of Supervisors of the County of Yuba adopted Resolution number 2020-101 formally adopting the Classification System – Basic Salary / Hourly Schedule effective August 1, 2020; and

WHEREAS, the Administrative Services Department has now identified a need for an allocated position specifically to perform HVAC related duties throughout the County; and

WHEREAS, the First 5 Program within the County Administrator’s Office has received additional grant funds and has now identified a need for a position to provide day-to-day grant management and coordination to ensure the community and stakeholders have access to resources, information, and training to elevate the importance of early education and childhood development; and

WHEREAS, the Board of Supervisors now intends to amend Resolution No. 2020-101 as it relates to the Classification System – Basic Salary/Hourly Schedule to meet the aforementioned needs for certain positions within Administrative Services Department and the County Administrator’s Office – First 5 Program, effective September 1, 2020.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba, that Resolution number 2020-101 be and hereby is amended as it relates to the following classifications: Building Maintenance Technician – HVAC within the Administrative Services Department and First 5 Program Coordinator within the First 5 Program within the County Administrator’s Office.

///

///

///
BE IT FURTHER RESOLVED, the Classification System – Basic Salary / Hourly Schedule as documented in Attachment A, attached hereto and incorporated herein by reference as though fully set forth, is hereby established and effective September 1, 2020.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of ________________________ 2020 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAINED:

______________________________
CHAIRMAN

ATTEST: Rachel Ferris
        Clerk of the Board

APPROVED AS TO FORM: Michael Ciccozzi
                      County Counsel

By: ____________________________

By: ____________________________
## Classification System - Basic Salary / Hourly Schedule

**ADD Effective 09/01/2020**

<table>
<thead>
<tr>
<th>CODE</th>
<th>CLASSIFICATION</th>
<th>BARG UNIT</th>
<th>PAY RATE PRIOR TO 7/1/13</th>
<th>PAY RATE POST 7/1/13</th>
<th>LONGEVITY PRIOR TO 7/1/13</th>
<th>LONGEVITY POST 7/1/13</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>MINIMUM MONTHLY SALARY (BASE)</td>
<td>MINIMUM HOURLY RATE</td>
<td>MAXIMUM MONTHLY SALARY</td>
<td>MAXIMUM HOURLY RATE</td>
</tr>
<tr>
<td>BMTH</td>
<td>Building Maintenance Technician - HVAC</td>
<td>2</td>
<td>$3,828</td>
<td>$22.08</td>
<td>$4,655</td>
<td>$26.88</td>
</tr>
<tr>
<td>FFPC</td>
<td>First 5 Program Coordinator</td>
<td>4</td>
<td>$3,943</td>
<td>$22.75</td>
<td>$4,795</td>
<td>$27.66</td>
</tr>
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</table>
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION ADOPTING
FY 20-21 DEPARTMENT
POSITION ALLOCATION

) ) )

RESOLUTION NO. ____________

WHEREAS, on September 8, 2020, the Board of Supervisors of the County of Yuba formally adopted the Final Budget for Fiscal Year 2020-2021.

WHEREAS, the Board of Supervisors of the County of Yuba now intends to adopt the Department Position Allocation Schedule effective July 1, 2020 as it relates to the Position Allocation Change Requests approved in the Final Budget for Fiscal Year 2020-2021; and

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba that the Department Position Allocation be adopted for Fiscal Year 2020-2021.

//
//
//
BE IT FURTHER RESOLVED, the Department Position Allocation Schedule as documented in Attachment A, attached here to and incorporated herein by reference as through fully set forth, is hereby established and effective July 1, 2020.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of ______________________ 2020 by the following votes:

AYES:
NOES:
ABSENT:
ABSTAINED:

______________________________
CHAIRMAN

ATTEST: Rachel Ferris
Clerk of the Board

APPROVED AS TO Michael Ciccozzi
FORM: County Counsel

By: ____________________________
By: ____________________________
## Administrative Services

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Specialist</td>
<td>1</td>
</tr>
<tr>
<td>Administrative Services Officer</td>
<td>1</td>
</tr>
<tr>
<td>Administrative Technician</td>
<td>2</td>
</tr>
<tr>
<td>Airport Manager</td>
<td>1</td>
</tr>
<tr>
<td>Assistant Director of Administrative Services</td>
<td>1</td>
</tr>
<tr>
<td>Building &amp; Grounds Supervisor</td>
<td>1</td>
</tr>
<tr>
<td>Building Maintenance Custodian</td>
<td>9</td>
</tr>
<tr>
<td>Building Maintenance Technician I</td>
<td>5</td>
</tr>
<tr>
<td>Building Maintenance Technician - HVAC</td>
<td>1</td>
</tr>
<tr>
<td>Buyer I/I</td>
<td>1</td>
</tr>
<tr>
<td>Custodial Supervisor</td>
<td>1</td>
</tr>
<tr>
<td>Director of Administrative Services</td>
<td>1</td>
</tr>
<tr>
<td>Facilities Manager</td>
<td>1</td>
</tr>
<tr>
<td>Fiscal Analyst</td>
<td>1</td>
</tr>
<tr>
<td>Senior Building Maintenance Technician</td>
<td>1</td>
</tr>
</tbody>
</table>

**TOTAL:** 28

## Agricultural Comm / Weights & Measures

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural Commissioner / Sealer of Weights &amp; Measures</td>
<td>1</td>
</tr>
<tr>
<td>Agricultural Weights &amp; Measures Specialist I/II/III</td>
<td>5</td>
</tr>
<tr>
<td>Assistant Ag &amp; Weights &amp; Measures Commissioner</td>
<td>1</td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>1</td>
</tr>
</tbody>
</table>

**TOTAL:** 8

## Assessor

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>Assessment Assistant I/II</td>
<td>3</td>
</tr>
<tr>
<td>Assessment Specialist</td>
<td>3</td>
</tr>
<tr>
<td>Assessment Supervisor</td>
<td>1</td>
</tr>
<tr>
<td>Assessor</td>
<td>1</td>
</tr>
<tr>
<td>Assistant Assessor</td>
<td>1</td>
</tr>
<tr>
<td>Auditor-Appraiser I/II/III</td>
<td>1</td>
</tr>
<tr>
<td>Cadastral Drafting Technician I/II</td>
<td>1</td>
</tr>
<tr>
<td>Real Property Appraiser I/II/III</td>
<td>4</td>
</tr>
<tr>
<td>Real Property Transfer Analyst I / II</td>
<td>2</td>
</tr>
</tbody>
</table>

**TOTAL:** 17

## Auditor-Controller

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accountant-Auditor I/II</td>
<td>3</td>
</tr>
<tr>
<td>Accounting Specialist</td>
<td>1</td>
</tr>
<tr>
<td>Accounting Technician</td>
<td>2</td>
</tr>
<tr>
<td>Auditor-Controller</td>
<td>1</td>
</tr>
<tr>
<td>Deputy Auditor-Controller</td>
<td>1</td>
</tr>
<tr>
<td>Office Specialist</td>
<td>1</td>
</tr>
<tr>
<td>Payroll Technician (Interdept transfer to HR 01/01/21)</td>
<td>1</td>
</tr>
<tr>
<td>Senior Accountant Auditor</td>
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</table>

**TOTAL:** 11

## Board of Supervisors

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td>5</td>
</tr>
</tbody>
</table>

**TOTAL:** 5

## Child Support Services

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Technician</td>
<td>1</td>
</tr>
<tr>
<td>Administration &amp; Accounting Supervisor</td>
<td>1</td>
</tr>
<tr>
<td>Attorney I / II / III</td>
<td>1</td>
</tr>
<tr>
<td>Case Manager I/II</td>
<td>10</td>
</tr>
<tr>
<td>Case Manager III</td>
<td>1</td>
</tr>
<tr>
<td>Case Manager Supervisor</td>
<td>2</td>
</tr>
<tr>
<td>Child Support Technician</td>
<td>1</td>
</tr>
<tr>
<td>Customer Relations Supervisor</td>
<td>1</td>
</tr>
<tr>
<td>Director of Child Support Services</td>
<td>1</td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>1</td>
</tr>
<tr>
<td>Legal Services Specialist</td>
<td>2</td>
</tr>
<tr>
<td>Office Assistant</td>
<td>3</td>
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</table>

**TOTAL:** 25

## Clerk of the Board

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk of the Board</td>
<td>1</td>
</tr>
<tr>
<td>Board Clerk I - C</td>
<td>1</td>
</tr>
</tbody>
</table>

**TOTAL:** 2

## Community Development & Services Agency

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Specialist</td>
<td>2</td>
</tr>
<tr>
<td>Accounting Technician</td>
<td>1</td>
</tr>
<tr>
<td>Administration &amp; Accounting Supervisor</td>
<td>1</td>
</tr>
<tr>
<td>Administrative Analyst I</td>
<td>2</td>
</tr>
<tr>
<td>Administrative Technician</td>
<td>1</td>
</tr>
<tr>
<td>Assistant Public Works Director</td>
<td>1</td>
</tr>
<tr>
<td>Assistant Public Works Superintendent</td>
<td>3</td>
</tr>
<tr>
<td>Assistant/Associate Engineer</td>
<td>2</td>
</tr>
<tr>
<td>Associate Civil Engineer</td>
<td>3</td>
</tr>
<tr>
<td>Associate Surveyor</td>
<td>1</td>
</tr>
<tr>
<td>Building &amp; Code Enforcement Manager</td>
<td>1</td>
</tr>
<tr>
<td>Building Inspector I / II</td>
<td>1</td>
</tr>
<tr>
<td>Building Inspector III</td>
<td>2</td>
</tr>
<tr>
<td>Code Enforcement Officer I/II</td>
<td>5</td>
</tr>
<tr>
<td>Code Enforcement Supervisor</td>
<td>1</td>
</tr>
<tr>
<td>Community Development &amp; Services Agency Director</td>
<td>1</td>
</tr>
<tr>
<td>Community Development Financial Manager</td>
<td>1</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>1</td>
</tr>
<tr>
<td>Director of Environmental Health</td>
<td>1</td>
</tr>
<tr>
<td>Engineering Technician I</td>
<td>1</td>
</tr>
<tr>
<td>Engineering Technician III</td>
<td>3</td>
</tr>
<tr>
<td>Environmental Health Specialist I/II/III</td>
<td>5</td>
</tr>
</tbody>
</table>

**SUBTOTAL:** 40
### Community Development & Services Agency (Continued)
- Environmental Health Supervisor: 1
- Environmental Health Technician: 2
- Fire Prevention Officer: 1
- Fiscal Analyst: 1
- Heavy Equipment Mechanic: 2
- Office Specialist: 2
- Parks & Landscape Coordinator: 1
- Permit Technician: 1
- Plan Checker I/II: 2
- Planner I/II/III (1 - LT exp. 9/30/22): 3
- Planning Manager: 1
- Principal Engineer I: 1
- Project Manager: 2
- Public Works Director: 1
- Public Works Maintenance Worker I/II: 16
- Public Works Superintendent: 1
- Senior Accounting Technician: 1
- Senior Civil Engineer: 1
- Senior Permit Technician: 1
- Senior Public Works Maintenance Worker: 4
- Supervising Building Official: 2
- Supervising Mechanic: 1

### Three Rivers Levee Improvement Authority
- Executive Assistant: 1
- Executive Director, Three Rivers Levee Improvement Authority: 1

### County Clerk-Recorder
- County Clerk-Recorder: 1
- Deputy County Clerk-Recorder: 1
- Elections Clerk I/II: 2
- Recorder Clerk I/II: 5
- Senior Elections Clerk: 1
- Senior Recorder Clerk: 1

### County Counsel
- Administrative Services Officer: 1
- Chief Deputy County Counsel: 1
- County Counsel: 1
- Deputy County Counsel I/II/III: 4
- Legal Services Specialist - C: 1

### District Attorney
- Chief Deputy District Attorney: 1
- Chief DA Investigator: 1
- Deputy District Attorney I/II: 1
- Deputy District Attorney III: 5
- District Attorney: 1
- District Attorney Investigator: 1
- Legal Services Specialist: 2
- Legal Services Supervisor: 1

### Emergency Services
See County Administrator Allocation

### Health & Human Services
- Accounting Assistant III: 2
- Accounting Specialist: 2
- Accounting Technician: 3
- Administration and Accounting Supervisor: 1
- Administrative Analyst - Health & Human Services: 4
- Administrative Analyst II: 1
- Administrative Technician: 5
- Appeals Specialist: 1

**TOTAL:**

<table>
<thead>
<tr>
<th>Agency</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Development &amp; Services Agency (Continued)</td>
<td>88</td>
</tr>
<tr>
<td>Three Rivers Levee Improvement Authority</td>
<td>20</td>
</tr>
<tr>
<td>County Clerk-Recorder</td>
<td>11</td>
</tr>
<tr>
<td>County Counsel</td>
<td>8</td>
</tr>
<tr>
<td>District Attorney</td>
<td>13</td>
</tr>
<tr>
<td>Emergency Services</td>
<td>0</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>19</td>
</tr>
</tbody>
</table>

**Subtotal:** 188
### County of Yuba

**Position Allocation for Fiscal Year 2020-2021**

**Effective July 1, 2020**

#### Health & Human Services (Continued)

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCS Case Manager</td>
<td>1</td>
</tr>
<tr>
<td>Deputy Director of Health &amp; Human Services</td>
<td>4</td>
</tr>
<tr>
<td>Director of Health &amp; Human Services</td>
<td>1</td>
</tr>
<tr>
<td>Eligibility Supervisor</td>
<td>10</td>
</tr>
<tr>
<td>Eligibility Technician</td>
<td>77</td>
</tr>
<tr>
<td>Employment and Training Specialist II</td>
<td>6</td>
</tr>
<tr>
<td>Epidemiologist</td>
<td>1</td>
</tr>
<tr>
<td>Executive Assistant</td>
<td>1</td>
</tr>
<tr>
<td>Finance &amp; Administrative Supervisor</td>
<td>1</td>
</tr>
<tr>
<td>Fiscal Analyst</td>
<td>2</td>
</tr>
<tr>
<td>HHS Financial Officer</td>
<td>1</td>
</tr>
<tr>
<td>Health &amp; Human Services Aide</td>
<td>3</td>
</tr>
<tr>
<td>Health &amp; Human Services Program Manager I</td>
<td>7</td>
</tr>
<tr>
<td>Health &amp; Human Services Program Manager II</td>
<td>1</td>
</tr>
<tr>
<td>Health Education Specialist</td>
<td>5</td>
</tr>
<tr>
<td>Health Education Supervisor</td>
<td>1</td>
</tr>
<tr>
<td>Health Officer</td>
<td>1</td>
</tr>
<tr>
<td>Legal Services Specialist</td>
<td>3</td>
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<tr>
<td>Legal Services Supervisor</td>
<td>1</td>
</tr>
<tr>
<td>Office Assistant</td>
<td>12</td>
</tr>
<tr>
<td>Office Specialist</td>
<td>12</td>
</tr>
<tr>
<td>PHN Intern/Public Health Nurse I/Public Health Nurse II</td>
<td>9</td>
</tr>
<tr>
<td>Physical Therapist</td>
<td>1</td>
</tr>
<tr>
<td>Program Aide</td>
<td>12</td>
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<tr>
<td>Program Specialist (1-LT exp. 6/30/22)</td>
<td>10</td>
</tr>
<tr>
<td>Project Manager</td>
<td>1</td>
</tr>
<tr>
<td>Registered Nurse</td>
<td>2</td>
</tr>
<tr>
<td>Senior Accounting Technician</td>
<td>3</td>
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<tr>
<td>Senior Eligibility Technician</td>
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</tr>
<tr>
<td>Social Worker I</td>
<td>13</td>
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<tr>
<td>Social Worker II</td>
<td>17</td>
</tr>
<tr>
<td>Social Worker III (AS)</td>
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<tr>
<td>Social Worker III / Social Worker III - MASTER'S LEVEL</td>
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</tr>
<tr>
<td>Social Worker Supervisor I</td>
<td>4</td>
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<tr>
<td>Social Worker Supervisor II</td>
<td>3</td>
</tr>
<tr>
<td>Social Worker Supervisor III</td>
<td>5</td>
</tr>
<tr>
<td>Supervising Public Health Nurse I</td>
<td>1</td>
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<tr>
<td>Supervising Public Health Nurse II</td>
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</tr>
<tr>
<td>Supply/Mail Clerk</td>
<td>1</td>
</tr>
<tr>
<td>Veterans' Services Officer</td>
<td>1</td>
</tr>
<tr>
<td>Welfare Fraud Investigator</td>
<td>2</td>
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</table>

**TOTAL:** 292

#### Human Resources

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>Assistant Human Resources Analyst - C</td>
<td>1</td>
</tr>
<tr>
<td>Assistant Human Resources Director</td>
<td>1</td>
</tr>
<tr>
<td>Human Resources Analyst III - C (LT exp 06/30/21)</td>
<td>6</td>
</tr>
<tr>
<td>Human Resources Director</td>
<td>1</td>
</tr>
<tr>
<td>Human Resource Manager</td>
<td>2</td>
</tr>
<tr>
<td>Human Resources Systems Administrator</td>
<td>1</td>
</tr>
<tr>
<td>Human Resources Technician - C</td>
<td>2</td>
</tr>
<tr>
<td>Office Assistant - C</td>
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**TOTAL:** 15

#### Information Technology

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>Chief Information Officer</td>
<td>1</td>
</tr>
<tr>
<td>Information Technology Analyst II</td>
<td>6</td>
</tr>
<tr>
<td>Information Technology Manager</td>
<td>2</td>
</tr>
<tr>
<td>Information Technology Supervisor</td>
<td>1</td>
</tr>
<tr>
<td>Information Technology Support Technician III</td>
<td>3</td>
</tr>
<tr>
<td>Senior Information Technology Analyst</td>
<td>3</td>
</tr>
</tbody>
</table>

**TOTAL:** 18

#### Library

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Service Officer</td>
<td>1</td>
</tr>
<tr>
<td>Librarian</td>
<td>1</td>
</tr>
<tr>
<td>Library Technician</td>
<td>1</td>
</tr>
<tr>
<td>Senior Library Technician</td>
<td>2</td>
</tr>
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</table>

**TOTAL:** 5

#### Probation

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative &amp; Accounting Supervisor</td>
<td>1</td>
</tr>
<tr>
<td>Administrative Services Officer</td>
<td>2</td>
</tr>
<tr>
<td>Assistant Chief Probation Officer</td>
<td>1</td>
</tr>
<tr>
<td>Chief Probation Officer</td>
<td>1</td>
</tr>
<tr>
<td>Clinical Social Worker III</td>
<td>3</td>
</tr>
<tr>
<td>Control Room Operator</td>
<td>6</td>
</tr>
<tr>
<td>Cook (1 PT .60 FTE)</td>
<td>4</td>
</tr>
<tr>
<td>Corrections Food Services Supervisor</td>
<td>1</td>
</tr>
<tr>
<td>Deputy Probation Officer III</td>
<td>17</td>
</tr>
<tr>
<td>Deputy Superintendent</td>
<td>2</td>
</tr>
<tr>
<td>Fiscal Analyst</td>
<td>1</td>
</tr>
<tr>
<td>Intervention Counselor III</td>
<td>6</td>
</tr>
<tr>
<td>Juvenile Corrections Officer III</td>
<td>26</td>
</tr>
<tr>
<td>Legal Services Specialist</td>
<td>1</td>
</tr>
<tr>
<td>Office Assistant</td>
<td>2</td>
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<tr>
<td>Probation Aide</td>
<td>1</td>
</tr>
<tr>
<td>Probation Analyst</td>
<td>1</td>
</tr>
<tr>
<td>Probation Financial Manager</td>
<td>1</td>
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<tr>
<td>Probation Program Manager</td>
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</tr>
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</table>

**SUBTOTAL:** 80
# County of Yuba

**Position Allocation for Fiscal Year 2020-2021**

**Effective July 1, 2020**

## Probation

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>Senior Deputy Probation Officer</td>
<td>7</td>
</tr>
<tr>
<td>Senior Substance Abuse Counselor</td>
<td>1</td>
</tr>
<tr>
<td>Senior Victim/Witness Advocate</td>
<td>2</td>
</tr>
<tr>
<td>Substance Abuse Counselor II</td>
<td>2</td>
</tr>
<tr>
<td>Superintendent of Institutions</td>
<td>1</td>
</tr>
<tr>
<td>Supervising Deputy Probation Officer</td>
<td>5</td>
</tr>
<tr>
<td>Supervising Juvenile Corrections Officer</td>
<td>7</td>
</tr>
<tr>
<td>Victim/Witness Program Manager</td>
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**TOTAL:** 106

## Public Guardian

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Specialist</td>
<td>1</td>
</tr>
<tr>
<td>Public Guardian/Conservator</td>
<td>1</td>
</tr>
<tr>
<td>Social Worker I/II</td>
<td>1</td>
</tr>
</tbody>
</table>

**TOTAL:** 3

## Sheriff - Coroner

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Technician</td>
<td>1</td>
</tr>
<tr>
<td>Administrative Services Manager</td>
<td>1</td>
</tr>
<tr>
<td>Administrative Technician</td>
<td>1</td>
</tr>
<tr>
<td>Animal Care Manager</td>
<td>1</td>
</tr>
<tr>
<td>Animal Care Services Officer</td>
<td>3</td>
</tr>
<tr>
<td>Animal Care Technician</td>
<td>2</td>
</tr>
<tr>
<td>Commissary Assistant</td>
<td>1</td>
</tr>
<tr>
<td>Communications Manager</td>
<td>1</td>
</tr>
<tr>
<td>Community Services Officer</td>
<td>8</td>
</tr>
<tr>
<td>Cook</td>
<td>3</td>
</tr>
<tr>
<td>Correctional Lieutenant</td>
<td>1</td>
</tr>
<tr>
<td>Correctional Officer</td>
<td>66</td>
</tr>
<tr>
<td>Correctional Sergeant/Sheriff’s Sergeant - Corrections</td>
<td>6</td>
</tr>
<tr>
<td>Corrections Food Services Supervisor</td>
<td>1</td>
</tr>
<tr>
<td>Crime Analyst</td>
<td>1</td>
</tr>
<tr>
<td>Deputy Sheriff/Deputy Sheriff Trainee</td>
<td>46</td>
</tr>
<tr>
<td>Detention Services Clerk</td>
<td>1</td>
</tr>
<tr>
<td>Evidence Technician</td>
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</table>

**SUBTOTAL:** 146

## Sheriff - Coroner Continued

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>Executive Assistant to the Sheriff</td>
<td>1</td>
</tr>
<tr>
<td>Office Specialist</td>
<td>2</td>
</tr>
<tr>
<td>Public Safety Dispatcher</td>
<td>15</td>
</tr>
<tr>
<td>Senior Accounting Technician</td>
<td>1</td>
</tr>
<tr>
<td>Sheriff - Coroner</td>
<td>1</td>
</tr>
<tr>
<td>Sheriff’s Captain</td>
<td>2</td>
</tr>
<tr>
<td>Sheriff’s Civil Services Associate</td>
<td>1</td>
</tr>
<tr>
<td>Sheriff’s Financial Manager</td>
<td>1</td>
</tr>
<tr>
<td>Sheriff’s Lieutenant - Operations</td>
<td>2</td>
</tr>
<tr>
<td>Sheriff’s Records Clerk</td>
<td>2</td>
</tr>
<tr>
<td>Sheriff’s Sergeant - Operations</td>
<td>10</td>
</tr>
<tr>
<td>Substance Abuse Counselor II</td>
<td>1</td>
</tr>
<tr>
<td>Undersheriff</td>
<td>2</td>
</tr>
</tbody>
</table>

**TOTAL:** 187

## Treasurer / Tax Collector

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Assistant I/II</td>
<td>2</td>
</tr>
<tr>
<td>Accounting Specialist</td>
<td>1</td>
</tr>
<tr>
<td>Accounting Technician</td>
<td>1</td>
</tr>
<tr>
<td>Administration &amp; Accounting Supervisor</td>
<td>1</td>
</tr>
<tr>
<td>Assistant Treasurer and Tax Collector (Unfund to 12/31/20)</td>
<td>1</td>
</tr>
<tr>
<td>Chief Deputy Treasurer / Tax Collector</td>
<td>1</td>
</tr>
<tr>
<td>Senior Accounting Technician</td>
<td>1</td>
</tr>
<tr>
<td>Treasurer / Tax Collector</td>
<td>1</td>
</tr>
</tbody>
</table>

**TOTAL:** 9

**COUNTY POSITION ALLOCATION GRAND TOTAL:** 871
The County of Yuba
Human Resources and Organizational Services

TO:               Board of Supervisors
FROM:            Human Resources and Organizational Services, Karen Fassler
SUBJECT: Human Resources: Approve Resolution to award contract to Nationwide Retirement Solutions, Inc. as the provider of deferred compensation plan administrative services, approve and authorize chair to execute any related documents. (5 minutes)

DATE: September 22, 2020
NUMBER: 431/2020

RECOMMENDATION

1. Award Request for Proposal for the provision of Deferred Compensation Plan Administration and Recordkeeping to Nationwide Retirement Services, Inc.

2. Approve and authorize the Chair to sign Agreement for professional services with Nationwide Retirement Solutions, Inc. to administer the County Deferred Compensation Plan.

3. Repeals and rescinds the prior resolutions 2001-17 and 1995-18 approving the adoption of the CalPERS 457 plan and the Mass Mutual (previously ITT Hartford) Deferred Compensation plans respectively

4. Authorizes the Human Resources Director to issue written notice to the CalPERS 457 and Mass Mutual (previously ITT Hartford) terminating the Employer Adoption Agreements and to take all necessary steps to transition from the Plans.
BACKGROUND/DISCUSSION

In 2019, Human Resources retained the services of the Hyas Group to assess the current Deferred Compensation plans and to make recommendations to the Deferred Compensation Committee as to plan governance and best fiduciary practices. Additionally, the Hyas Group assisted with the preparation, release and analysis of a Request for Proposal that would modernize the plan and consolidate the offering.

Request for Proposal 901362 – Yuba County 457 Plan was released for proposal submissions in August 2019. An Evaluation Committee was formed and with the assistance of the Hyas Group all proposals were reviewed and evaluated according to defined criteria, references and interviews. County labor groups were advised of the RFP and invited to ask questions regarding the process. On February 12, 2020 the Deferred Compensation Committee received a unanimous recommendation from the Evaluation Committee to move forward with consolidating recordkeepers to Nationwide Retirement Solutions, Inc. The Deferred Compensation Committee unanimously agreed to forward this recommendation to the Board of Supervisors based on the following:

- User interface – The participant web experience was the most intuitive and focused on a holistic financial health picture.
- On-site service – The representative was interviewed and thought to be a good fit for Yuba County employees (Contracted minimum on-site days are set at 30 days annually).
- Fees – Nationwide’s fee provides the best value for the cost at 0.085% on plan assets. The current weighted average expense to participants for recordkeeping is approximately 0.695% This fee reduction alone equates to approximately $163,000 (over $160 per participant) in annual savings.
- Stable Value – Nationwide’s option entails the best combination of management cost, net crediting rate, and liquidity. Stable Value constitutes approximately 30% of total assets and is the only asset class where the investment option specified depends on the vendor.
- Investments – The Plan will transition to low cost, institutional fund offerings rather than relying on high cost, revenue share funds to subsidize administration cost. This change allows more investment option fee transparency, a streamlined menu of investment options and enhanced participant education and improved technology. It also adds an additional $144,000 per year in fee savings over the current investment lineup.
- Transparent fees – The Plan will adopt an explicit fee arrangement whereby all participants pay the same fee for administration.

Additionally, a 401(a) plan will be set up as part of the transition process. This will provide an enhanced benefit to Yuba County and will provide a vehicle for those employees that are eligible for an employer match that is separate from the 457(b) plan. The Deferred Compensation Committee believes that Nationwide Retirement Services, Inc. and the investment options available to Yuba County employees will provide valuable benefits to its employees.
COMMITTEE

This item is presented to the full Board rather than to Committee because of impacts related to the pandemic and in the interest of implementing the transition according to an ideal timeline.

FISCAL IMPACT

This item is administrative only and has no fiscal impact to the County, however will provide fee reductions and annual savings to Yuba County employees participating in the deferred compensation plan offering.

Attachments

431/2020 Resolution to award Deferred Compensation Plan contract to Nationwide and authorize Chair to execute any related documents
431/2020 Administrative Services Agreement with Nationwide Retirement Solutions, Inc.
BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF YUBA

RESOLUTION TO AWARD CONTRACT
TO NATIONWIDE AS THE PROVIDER
OF DEFERRED COMPENSATION PLAN
ADMINISTRATION SERVICES
APPROVE AND AUTHORIZE CHAIR
TO EXECUTE ANY RELATED
DOCUMENTS

RESOLUTION NO.________

WHEREAS, Human Resources retained the services of the HYAS Group to assess the current Deferred Compensation plans and to make recommendations to the Deferred Compensation Committee as to plan governance, best fiduciary practices and the preparation, release and analysis of a Request for Proposal that would establish a sole Deferred Compensation Plan provider; and

WHEREAS, Request for Proposal Deferred Compensation Plan, Plan Administration and Record Keeping services - 901362 was released for proposal submissions in August 2019; and

WHEREAS, an Evaluation committee was formed and with the assistance of HYAS Group all proposals were reviewed and evaluated according to evaluation criteria, references and interviews; and

WHEREAS, the Deferred Comp Committee received and approved a recommendation from the Evaluation Committee regarding Request for Proposal Deferred Compensation Plan, Plan Administration and Record Keeping services - 901362, to award the provision of Deferred Compensation Administration Service to Nationwide Retirement Solutions, Inc; and

WHEREAS, the County of Yuba believes that the Nationwide Deferred Compensation Plan and the investment options available thereunder will provide valuable benefits to its employees.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Yuba hereby:

1. Awards Request for Proposal for the provision of Deferred Compensation Plan Administration and Recordkeeping to Nationwide Retirement Services, Inc.
2. Approves and authorizes the Chair to sign Agreement for professional services with Nationwide Retirement Solutions, Inc. to administer the County Deferred Compensation Plan.

3. Repeals and rescinds the prior resolutions 2001-17 and 1995-18 approving the adoption of the CalPERS 457 plan and the Mass Mutual (previously ITT Hartford) Deferred Compensation plans respectively.

4. Authorizes the Human Resources Director to issue written notice to CalPERS 457 and Mass Mutual (previously ITT Hartford) terminating the Employer Adoption Agreements and to take all necessary steps to transition from these Plans.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of ______________, 2020 by the following vote:

AYES:

NOES.

ABSENT:

ABSTAIN:

______________________________
Chair

______________________________
ATTEST: RACHEL FERRIS
CLERK OF THE BOARD OF SUPERVISORS

MICHAEL J. CICCOZZI
YUBA COUNTY COUNSEL
APPROVED AS TO FORM:  

[Signature]
AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT for Request for Proposal 901362 – Yuba County 457 Plan
("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 ("the COUNTY"), and

Nationwide Retirement Solutions, Inc.
"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

2. TERM.

The initial term of this Agreement is five (5) years beginning the 1st day of October 2020,
unless terminated by either party prior to its termination date. The COUNTY may renew this
Agreement for up to two (2) additional one (1) year periods. Each renewal is based on the
existing terms, conditions, CONSULTANT'S performance and pricing.

Notwithstanding the term set forth above, and unless this Agreement 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 agreement for CONSULTANT AND COUNTY 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 COUNTY 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.

COUNTY 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.

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

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.**

Director of Human Resources (or designee) is the representative of the COUNTY and will administer this Agreement for the COUNTY. Authorized Signor for vendor 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 – Scope of Work
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
9. **TERMINATION.** Either the Plan Sponsor or Nationwide may terminate the Agreement for any reason upon providing 120 days written notice to the other party. In the event either party fails to perform any or all of its obligations as defined in the Agreement, the non-defaulting party shall give the defaulting party written notice, specifying the particulars of the default. If such default is not cured within 60 days from the date in which notice of default is given, the non-defaulting party may terminate the Agreement upon 60 days written notice to the defaulting party.

9.1 Provision of such written notice of termination by Plan Sponsor to Nationwide does not relieve the Plan Sponsor of any termination requirements that may be associated with specific investment options.

9.2 Plan Sponsor further acknowledges and agrees that the Plan is responsible for any investment product liquidation fees, if applicable, and that neither Nationwide nor any of its affiliates assumes liability for any such fees.

9.3 Upon the effective date of termination of this Agreement the following shall occur:

9.3.1 Nationwide will no longer accept contributions to the Plan except by agreement of the parties.

9.3.2 Nationwide will:

9.3.2.1 Provide Plan Sponsor, or such other entity as the Plan Sponsor may designate in writing, with a copy of all participant records in an electronic format and within a time frame as mutually agreed upon between Nationwide and Plan Sponsor.

9.3.2.2 Transfer any periodic distribution amounts and schedules, continuing loan repayments, or other ongoing participant transactional activity to the Plan Sponsor, or such other entity as the Plan Sponsor may designate in writing, in accordance with the time frame agreed to by the parties for the delivery of participant records.

9.3.2.3 Transfer all Plan assets under its control to the Plan Sponsor or to such other entity as the Plan Sponsor may designate in writing in accordance with the funding arrangement terms. Nationwide agrees to provide a final accounting of all Plan assets for which Nationwide provides recordkeeping.

9.4 If the Plan is not funded within 180 days of the date this Agreement is signed by the parties or the Effective Date of the Agreement, if later, Nationwide reserves the right to terminate the Agreement by providing written notice of the termination to Plan Sponsor.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on __________________________, 2020.

"COUNTY"
COUNTY OF YUBA

"CONSULTANT"

Doug Lofton, Chair
Board of Supervisors

Catherine Moore,
Nationwide Retirement Solutions, Inc.

INSURANCE PROVISIONS APPROVED

Jill Abel,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

for Michael Ciccozzi,
County Counsel
A.1 DESIGNATION. COUNTY designates CONSULTANT as COUNTY’s non-discretionary provider of administrative services for the Plan in accordance with the terms of this Agreement.

A.2 APPOINTMENTS AND RESPONSIBILITIES.

COUNTY. COUNTY is responsible for maintaining the Plan and for maintaining the tax-qualified status of the Plan. COUNTY represents and warrants that the Plan has been properly adopted and established in accordance with any applicable state or local laws or regulations governing the COUNTY’s ability to sponsor the Plan. COUNTY warrants that the 457(b) Plan was established, and will be maintained by COUNTY, in accordance with the provisions of Section 457(b) of the Code. COUNTY further acknowledges and agrees the COUNTY is an eligible governmental employer as defined by Section 457(e)(1)(A) of the Code.

COUNTY hereby appoints CONSULTANT to act as the COUNTY’s provider of Administrative Services for the Plan. Any duties or services not specifically described herein as being provided by CONSULTANT are the responsibility of the COUNTY, unless specifically delegated to CONSULTANT in the Plan document.

CONSULTANT. CONSULTANT will serve COUNTY, in a non-fiduciary capacity, as the provider of administrative services for the COUNTY with respect to the Plan. CONSULTANT does not exercise any discretionary control or authority over the Plan or the assets of the Plan, and this Agreement does not require CONSULTANT to do so. CONSULTANT agrees to perform all Administrative Services for the COUNTY with respect to the Plan as described in this Agreement. This Agreement does not require, nor shall this Agreement be construed as requiring, CONSULTANT to provide investment, legal, or tax advice to the COUNTY or to the participants of the Plan.

A.3 INVESTMENT OPTIONS. CONSULTANT agrees to accept contributions to the Plan for investment in the investment options selected for the Plan by the COUNTY or other responsible plan fiduciary in its sole discretion and agreed to by CONSULTANT. COUNTY agrees to accept the terms and conditions of the annuity contracts, mutual funds, and any other investment products selected for the Plan after being provided with a copy of same.
A.4 ADMINISTRATION SERVICES.

A.4.1 PLAN DOCUMENTS.

A.4.1.1. CONSULTANT will provide the COUNTY with an Adoption Agreement and Plan Document which has been designed to comply with the requirements of Section 457(b) of the Code. The Adoption Agreement and Plan Document will be prepared by CONSULTANT at the direction of the COUNTY and with the understanding that it will be reviewed by the COUNTY and the COUNTY’s tax and legal advisors prior to execution. CONSULTANT does not provide tax or legal advice. COUNTY agrees to provide CONSULTANT with executed copies of the Adoption Agreement and any other related Plan documentation as requested by CONSULTANT.

A.4.1.2. When directed by the COUNTY, or at such other times as it may determine, CONSULTANT will prepare and provide draft Plan amendments for review and approval by the COUNTY. Such Plan amendments may include changes required to keep the Plan Document in compliance with the Code as the result of changes in federal law that affect the Plan. The COUNTY and its consultants will remain responsible for the accuracy and timely adoption of any Plan amendments. The COUNTY is responsible for properly executing and retaining such documents and agrees to provide CONSULTANT with executed copies of same.

A.4.1.3. CONSULTANT will prepare the Adoption Agreement for review by the COUNTY utilizing information and representations provided by the COUNTY, which information and representations may include Plan provisions found in the prior Plan documents not prepared by CONSULTANT.

COUNTY acknowledges that the accuracy and completeness of the information and representations in the Adoption Agreement prepared by CONSULTANT, which determine the Plan’s provisions used by CONSULTANT to administer the Plan, are the sole responsibility of the COUNTY. CONSULTANT does not review prior Plan documents to ensure that all required amendments or restatements were properly and timely made, or that any of the prior Plan provisions are in compliance with applicable laws and regulations. The restatement of the COUNTY’s Plan onto a CONSULTANT specimen Plan document does not retroactively correct any Plan documentary or operational errors that may have occurred prior to the date Administrative Services are provided by CONSULTANT.

A.4.2 PARTICIPANT ENROLLMENT AND COMMUNICATION/EDUCATION SERVICES. CONSULTANT agrees to establish an account for each Plan participant, beneficiary and alternate payee (for purposes of this Agreement only, hereinafter referred to as “participants”). For each such account, CONSULTANT will record and maintain
the following information, provided CONSULTANT is provided with same:

1) name;
2) Social Security number;
3) mailing address;
4) date of birth;
5) current investment allocation direction;
6) contributions allocated and invested;
7) investment transfers;
8) benefit payments;
9) current account balance;
10) transaction history since funding under the Agreement;
11) contributions since funding under the Agreement;
12) email address;
13) beneficiary designation;
14) benefit tax withholding information; and
15) such other information as agreed upon by the COUNTY and CONSULTANT.

CONSULTANT will post and credit the amounts transmitted by the COUNTY to the accounts of Plan participants in accordance with the latest instructions from participants or the COUNTY (as applicable) on file with CONSULTANT, which instructions can include direction via electronic sources such as the website or the interactive voice response system.

CONSULTANT agrees to process the enrollment of employees eligible to participate in the Plan as determined by the COUNTY. CONSULTANT also agrees to conduct enrollment meetings with COUNTY’s employees in such number and manner as determined by the parties. The COUNTY agrees to allow and facilitate the periodic distribution of materials to Plan participants at the time and in the manner determined by the COUNTY; provided however, that all reasonable expenses associated with such distribution shall be paid by CONSULTANT. The COUNTY further agrees to allow and facilitate the periodic distribution to its employees of materials prepared by CONSULTANT regarding products and services offered by CONSULTANT, or its affiliates, which CONSULTANT reasonably believes would be beneficial to such Plan participants.

A.4.3 PLAN CONTRIBUTIONS. COUNTY agrees to send all Plan contributions to CONSULTANT on a timely basis that is in compliance with all applicable legal requirements. CONSULTANT agrees to post funds received as contributions to the Plan in accordance with the separate funding agreements between COUNTY and CONSULTANT or any of its affiliates when received from the COUNTY in good order by CONSULTANT. The term “in good order,” as used in this Agreement, means the receipt of required information by CONSULTANT, in a form deemed reasonably acceptable to CONSULTANT, with respect to the processing of a request or the
completion of a task by CONSULTANT that reasonably requires information from a third-party. More specifically, Plan contributions and contribution allocation information must meet all of the following requirements in order to be deemed to be in good order:

1) All records must include the correct and complete participant name, Social Security number, and the amount to be credited to the participant's account(s);

2) The source of funds must be identified (e.g., 457(b) salary reduction, employer contribution);

3) The Plan name and Plan number must be clearly identified;

4) Both the participant allocation detail and the total contribution amount must be received, and these two totals must match each other; and

5) All participants making or receiving a contribution must have an active account in the Plan.

Funds may be sent by wire transfer, through an automated clearinghouse or by check in accordance with written instructions provided by CONSULTANT. Failure to follow the written instructions provided by CONSULTANT may result in delay of posting to participant accounts.

A.4.3.1 All contribution allocation information with respect to participant accounts will be provided to CONSULTANT in a mutually agreed upon format. If CONSULTANT makes a determination that the contribution or allocation detail is not in good order, CONSULTANT shall notify the COUNTY of such determination upon discovery. After such notification, the parties will continue to try to resolve the not in good order status, but if resolution is not achieved, CONSULTANT shall return the funds to the COUNTY within thirty (30) Business Days. CONSULTANT will not be liable for any delay in posting if the COUNTY fails to send the funds representing contribution amounts or contribution allocation information in accordance with CONSULTANT's instructions to the central processing site designated by CONSULTANT, or for any delay in posting that results from the receipt of funds and/or contribution allocation that CONSULTANT determines to be not in good order.

A.4.3.2 As used in this Agreement, the term “Business Day” means each Monday through Friday during the hours the New York Stock Exchange is open for business. No transactions can be completed on any Business Day after such time as the New York Stock Exchange closes.

A.4.3.3 The COUNTY shall, upon request, timely provide all information required by CONSULTANT to perform its services to the Plan as described in this Agreement. The COUNTY shall be responsible for ensuring that the provided information is accurate and complete. CONSULTANT shall be entitled to rely
exclusively on the information provided by the COUNTY or the COUNTY’s advisors, whether oral or in writing, and will have no responsibility to independently verify the accuracy of that information. The COUNTY acknowledges that inaccurate and/or late information could result in tax penalties and/or participant/beneficiary legal claims. CONSULTANT assumes no responsibility for, and shall not have any liability for, any consequences that result from CONSULTANT’s inability to complete its work in the ordinary course of its business due to the failure of the COUNTY to provide accurate and timely information to CONSULTANT.

A.4.3.4 The COUNTY is responsible for providing updated information regarding Plan participants requested by CONSULTANT that the COUNTY and CONSULTANT mutually agree is necessary for CONSULTANT to perform the Administrative Services to the COUNTY under this Agreement.

A.4.3.5 COUNTY agrees to be responsible for all maximum deferral limit testing. CONSULTANT will provide reporting to COUNTY to assist the COUNTY in monitoring maximum deferral limit testing.

A.4.4 SERVICES WITH RESPECT TO PARTICIPANT PLAN ACCOUNTS.

A.4.4.1 CONSULTANT will provide a secure Internet site that complies with applicable data protection and privacy laws. Using this site, participants may: (i) obtain information regarding their accounts, and (ii) conduct certain routine transactions with respect to their accounts. The COUNTY authorizes CONSULTANT to honor instructions regarding such transactions that may be submitted by a participant using the secure Internet site. CONSULTANT shall implement reasonable physical and technical safeguards to protect personal information made available on its Internet site. Such safeguards shall be no less rigorous than generally accepted industry practices.

A.4.4.2 Participants will have the unlimited ability to increase (within the limitations of Section 457(b) of the Code) or decrease contributions to the Plan. All requests to increase or decrease contribution amounts will be processed by CONSULTANT within five (5) Business Days of receipt of the request, but cannot be effective until the later of (1) the first of the calendar month following the month in which the contribution change was requested, and (2) the date the contribution change can be processed by the COUNTY given COUNTY’s payroll processing schedule.

A.4.4.3 Participants will have the ability to exchange existing account balances, in full or in part, and to redirect future contributions from one investment option offered by the Plan to another on any Business Day, subject to CONSULTANT policies and any applicable restrictions or penalties applied by the investment options.
A.4.4.4 Participants will receive consolidated quarterly statements
detailing their account activity and account balances for the Plan. Participants
shall be informed that they must notify CONSULTANT of any errors within
forty-five (45) days of receipt of their statements or confirmation of their
investments. CONSULTANT will not be liable for any errors not reported within
this time frame.

A.4.4.5 CONSULTANT agrees to deliver account statements (by U.S. mail
or electronically) to participants within thirty (30) calendar days after the end of
each calendar quarter. This timeframe is contingent upon CONSULTANT
receiving fund returns from the mutual fund providers within four (4) Business
Days after the end of each quarter.

A.4.4.6 CONSULTANT agrees to provide reports to the COUNTY within
thirty (30) days following the end of each calendar year quarterly reporting period
(March 31, June 30, September 30, and December 31) summarizing the
following:

1) All participant activity that transpired during the reporting period;

2) Total contributions allocated to each investment or insurance option
under the Plan; and

3) Total withdrawals by participant. This report shall include the amount,
type and date of withdrawal.

A.4.4.7 CONSULTANT agrees to maintain, for a reasonable amount of
time, the records necessary to produce any required reports. COUNTY agrees that
all related paper and electronic records shall remain property of CONSULTANT.

A.4.5 DISTRIBUTIONS.

A.4.5.1 CONSULTANT shall make all distributions as directed by a Plan
participant or the COUNTY, in accordance with the plan document. All
distributions will be made pro-rata from each of the participant’s investment
options and money sources unless directed otherwise by the participant.
Participants are responsible for selecting a form of payment from those available
under the terms of the Plan and making all other elections regarding available
distribution options, such as rollover elections.

A.4.5.2 CONSULTANT shall furnish each participant, who has received a
benefit payment, tax reporting forms in the manner and time prescribed by federal
and state law. COUNTY shall be responsible for all tax reporting requirements
for periods prior to beginning of initial contractual relationship with
CONSULTANT, or after the termination date of this Agreement, unless otherwise
agreed to in writing by the parties to this Agreement.
A.4.5.3 To the extent required by federal and state law, CONSULTANT will calculate and withhold from each benefit payment federal and state income taxes. CONSULTANT will report such withholding to the federal and state governments as required by applicable law. COUNTY shall be responsible for all tax reporting requirements for periods prior to beginning of initial contractual relationship with CONSULTANT, or after the termination date of this Agreement, unless otherwise agreed to in writing by the parties to this Agreement.

A.4.5.4 CONSULTANT will provide notice and a distribution form to each participant attaining age 72 or older in the current calendar year. The notice will inform the participant that required minimum distributions must begin no later than the April 1 of the calendar year following the later of attainment of age 72 or retirement. All required minimum distributions will be made in accordance with the plan document.

A.4.5.5 CONSULTANT shall administer participant and beneficiary unclaimed property funds, including but not limited to uncashed distribution checks and death claims, in accordance with CONSULTANT’s standard unclaimed property procedures in existence at the time that the unclaimed property funds arise.

A.4.6 QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs). If the Plan accepts Qualified Domestic Relations Orders (hereinafter “QDROs”), the COUNTY directs CONSULTANT to process QDROs in accordance with CONSULTANT’s standard QDRO procedures, and the COUNTY hereby approves the use of such standard QDRO procedures.

A.4.7 UNFORESEEABLE EMERGENCY WITHDRAWALS. If the Plan offers unforeseeable emergency withdrawals, the COUNTY instructs CONSULTANT to process all unforeseeable emergency withdrawal requests received in good order, and in a manner satisfactory to CONSULTANT. Withdrawals will only be permitted due to an unforeseeable emergency resulting in a severe financial hardship to the participant or beneficiary that cannot be alleviated by any other means available to the participant, in accordance with CONSULTANT’s standard unforeseeable emergency procedures. COUNTY hereby approves the use of such standard unforeseeable emergency procedures to make these determinations.

A.5 PARTICIPANT SERVICES.

A.5.1 WEBSITE. CONSULTANT will create and maintain a website for and on behalf of the COUNTY for the use of its participants. Participants may access the website via the internet at www.nrscor.com to review and make changes to their accounts. The website is the exclusive property of CONSULTANT. The website is available twenty-four (24) hours a day, except for routine maintenance of the system.
A.5.2 INTERACTIVE VOICE RESPONSE SYSTEM. CONSULTANT will provide an interactive voice response (IVR) toll free telephone number, which shall be operative twenty-four (24) hours per day, seven (7) days per week, except for routine maintenance of the system. Participants shall be able to conduct routine plan transactions and obtain account balance information through the IVR. The COUNTY authorizes CONSULTANT to honor participant instructions, which may be submitted using the toll-free number, either through the IVR or a live representative.

A.5.3 CUSTOMER SERVICE. CONSULTANT’s customer service representatives will be available toll-free to answer participant questions and process applicable transactions between the hours of 8:00 a.m. and 11:00 p.m. Eastern Time each Monday through Friday, and between the hours of 9:00 a.m. and 6:00 p.m. Eastern Time each Saturday, with the exception of certain holidays as dictated by the New York Stock Exchange holiday trading schedule.
COUNTY OF YUBA
NATIONWIDE RETIREMENT SOLUTIONS, INC.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 As compensation for the performance of the Administrative Services provided by CONSULTANT pursuant to this Agreement, the COUNTY and CONSULTANT agree that CONSULTANT shall be entitled to receive an annualized compensation requirement of 0.085% (8.5 basis points) of the Plan’s account value held by CONSULTANT ("Compensation Requirement") to be calculated and collected according to CONSULTANT’s standard business practices in existence as of the Effective Date of this Agreement or as modified by agreement of the parties. CONSULTANT’s Compensation Requirement will be taken in the form of an explicit asset management charge applied against all Plan assets under management, including Plan balances held in the Self-Directed Brokerage Account ("SDBA") and as outstanding participant loan balances. The explicit asset management charge of 8.5 basis points will be taken against participant loans by applying an additional finance charge to the loan interest rate. In addition to the foregoing, the parties acknowledge and agree that CONSULTANT may receive revenue associated with annuity contracts, revenue from mutual fund providers, as well as fees associated with specific services or products.

B.2 The COUNTY directs CONSULTANT to assess and collect an additional explicit asset management charge of 0.XXX% (XX basis points), to be applied against all Plan assets under management, including Plan balances held in the Self-Directed Brokerage Account but excluding participant loan balances, to be remitted to and used by the COUNTY for reasonable and necessary Plan related expenses. This additional asset management charge will be calculated and collected from participant accounts according to CONSULTANT’s standard business practices. This Plan expense charge will be in addition to CONSULTANT’s Compensation Requirement described in Section B.1 above.

B.3 CONSULTANT will provide the COUNTY with a quarterly Compensation Requirement report within thirty (30) Business Days after the end of each quarter. As used in this Agreement, the term “Business Day” means each Monday through Friday during the hours that the New York Stock Exchange is open for business.

B.4 The COUNTY acknowledges that CONSULTANT and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts (“Investment Option Payments”). The Investment Option Payments include mutual fund service fee payments as described in detail at www.nrsforu.com, and other payments received from investment option providers. The COUNTY directs CONSULTANT to credit all Investment Option Payments to participant accounts on a quarterly basis. The Investment Option Payments shall be credited to participant accounts on a pro-rata basis based on each participant’s total assets held in all Plan investment options that generated the Investment Option Payments.
B.5 The COUNTY directs CONSULTANT to establish and maintain a separate account (the "Plan Expense Account") to which the asset management charge of XX basis points referred to in Section B.2 will be credited. The Plan Expense Account will be funded on a quarterly basis. The COUNTY will select a single investment vehicle to be used for the Plan Expense Account, which cannot be an investment vehicle included in the participant investment option line-up. The COUNTY will direct CONSULTANT, in writing, to pay reasonable and necessary Plan expenses directly to the COUNTY or to a Plan service provider.

B.5.1 When each invoice is submitted to CONSULTANT for payment, the COUNTY shall certify in writing that the expenses represented by the invoice are reasonable and necessary Plan expenses. As the fiduciary of the Plan, the COUNTY is solely responsible for making determinations with respect to the appropriateness of all expenses of the Plan and how the Plan Expense Account is managed. CONSULTANT does not accept this responsibility.

B.5.2 The account balance, account transactions and investment experience of the Plan Expense Account will be reported to the COUNTY no later than thirty (30) Business Days after the end of each calendar quarter.

B.5.3 The COUNTY will maintain the cumulative balance held in the Plan Expense Account at a reasonable level given the size of the Plan and the Plan’s total annual expenses. Should the cumulative balance of the Plan Expense Account exceed a reasonable level, COUNTY will direct CONSULTANT to allocate any excess accumulation to participant accounts on a pro-rata basis based on their total account balance.

B.5.4 Notwithstanding Section B.5.3. above, at the direction of COUNTY, any balance in the Plan Expense Account that has not been applied to pay for reasonable and necessary Plan expenses can be allocated to participant accounts on a pro-rata basis based on their total account balance on an annual basis to be mutually determined and agreed to by the parties.

B.6 The COUNTY acknowledges that it has received all information about compensation paid to CONSULTANT as the COUNTY has reasonably requested and has determined that the total amount of compensation paid to Nationwide as described in this ATTACHMENT B is reasonable and appropriate for the services provided.

B.7 To the extent offered under the Plan, in addition to the above described fees, CONSULTANT shall also receive fees with respect to a participant’s use of participant loan administration, the SDBA, and CONSULTANT’s managed account service ("ProAccount") as follows:

B.7.1 Loans – If requested by the COUNTY and permitted under the terms of the Plan, CONSULTANT will assist the COUNTY in processing participant loan requests pursuant to participant loan administrative procedures approved by the COUNTY and
CONSULTANT. All participant loan fees are governed by CONSULTANT’s Plan Loan Procedures document, a copy of which has been provided to the COUNTY.

B.7.2 Self-Directed Brokerage Account – The Plan offers an SDBA investment option for qualifying participants in the Plan. Initial and annual administrative fees may be charged as outlined in the separate fee agreement for the SDBA that will be provided to each participant by CONSULTANT.

B.7.3 Managed account services (Nationwide ProAccount) – Managed account services are offered by Nationwide Investment Advisors (“NIA”), an affiliate of CONSULTANT, and the COUNTY must execute a separate agreement with NIA if the COUNTY wants to add ProAccount to the Plan. Only participants who choose to utilize CONSULTANT’s ProAccount managed account service are assessed fees. Such fees are authorized in a separate ProAccount agreement between the participant and NIA, and are assessed pursuant to the terms and conditions of such agreement.

Fees related to participant loans, the SDBA and Nationwide ProAccount are in addition to the Compensation Requirement for Administrative Services as provided in this Agreement.

B.8 COUNTY may request CONSULTANT and/or its affiliates to provide additional services not described in this Agreement by making such a request in writing, which CONSULTANT may decide to perform for compensation to be negotiated by the parties prior to the commencement of the additional services.
C.1 FUNDING. CONSULTANT and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONSULTANT at contracted rates.

C.2 FORCE MAJEURE. Neither party to the Agreement will be in default by reason of failure to perform in accordance with its terms if such failure arises out of causes beyond their reasonable control and without fault or negligence on their part. Such causes may include, but are not limited to, Acts of God or public enemy, acts of the government in its sovereign or contractual capacity, severe malare or cyber-attack, fires, floods, epidemics, quarantine or restrictions, freight embargoes, and unusually severe weather.

C.2.1 Neither party will be responsible for performing all of that portion of services precluded by the foregoing events for such period of time as Plan Sponsor or Nationwide are precluded from performing such services in the normal course of business. Neither Nationwide nor Plan Sponsor will be liable for lost profits, losses, damage or injury, including without limitation, special or consequential damages, resulting in whole or in part from the foregoing events.

C.2.2. "Acts of God" are defined as acts, events, happenings or occurrences due exclusively to natural causes and inevitable accident or disaster, exclusive from all human intervention.

C.3 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 or 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.4 RECORDS. CONSULTANT 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/or to any duly authorized fiscal agent of the COUNTY, 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.5 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the COUNTY’s representative on items affecting essential use of the facility, safety or the preservation of property, and within ten 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 CONSULTANT.

C.6 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 COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.7 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 or documents specifically and solely developed or modified for use by the COUNTY under this Agreement.

C.8 DEBARMENT. COUNTY has verified that the CONSULTANT 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.9 OSHA AND CALOSHA COMPLIANCE. All work performed shall be in compliance with appropriate CalOSHA and OSHA standards, as well as all Federal, State, County, and local ordinances and regulations.

C.10 HAZARDOUS MATERIALS. CONSULTANT shall identify all hazardous materials as required under the California Code of Regulations and the State Health: Safety Code. CONSULTANT shall provide Material Safety Data Sheets (MSDS) for all products that may contain hazardous materials to the COUNTY.

C.11 SECURITY CLEARANCE AND BACKGROUND CHECK. CONSULTANT shall comply with all COUNTY facility security requirements in effect during the contract period and any extension. CONSULTANT personnel assigned to perform services pursuant to this agreement, are required to pass an industry standard background check and security clearance. Such background and security check shall be conducted at the CONSULTANT’s expense. The COUNTY reserves the right to review the personal background information and to conduct further security clearances on the CONSULTANT’s assigned personnel. Any person or persons not acceptable to the COUNTY shall be prohibited from performing services under this Agreement. Infractions in the background investigation may be grounds for disqualification. It will be the responsibility of the CONSULTANT to meet with the COUNTY’s authorized
representative to discuss these matters. The Agreement may be terminated if the CONSULTANT is unable to perform the work with persons acceptable to the COUNTY.

C.12 CERTIFICATIONS AND LICENSING. CONSULTANT shall comply with all necessary licensing requirements and shall obtain all appropriate licenses. CONSULTANT to provide COUNTY with proof of licensing.

C.14 PERSONNEL REQUIREMENTS. The CONSULTANT shall provide sufficient personnel to perform all work in accordance with the specifications. The work crew shall include at least one individual who speaks English language proficiently.

C.15 CONSULTANT VEHICLE. CONSULTANT is to provide all items necessary to provide transportation of the necessary equipment needed for services. COUNTY assumes no liability for any damage made to a CONSULTANT vehicle by any act of nature, disaster, willful or accidental conduct or negligence.

C.16 PERFORMANCE. Personnel performing services at County facilities shall report to the Human Resources Department each time services are performed.

C.17 DRUG-FREE WORKPLACE. CONSULTANT and CONSULTANT’s employees shall comply with the COUNTY’s policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT’s employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONSULTANT, within five days thereafter, shall notify the COUNTY Purchasing Agent, Director of Administrative Services. Violation of this provision shall constitute a material breach of the Agreement.

C.19 ETHICAL COMPLIANCE. Contractor, its employees, agents, representatives and subcontractors shall at all times maintain high ethical standards and avoid conflicts of interest in conducting work. In concurrence with its performance of work, CONSULTANT and its employees, officers, agents, and representatives shall comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs or similar unethical practices.

C.20 SKILLED AND TRAINED WORKFORCE. CONSULTANT hereby guarantees COUNTY that only skilled and trained workforce shall participate in professional services under this Agreement.
COUNTY OF YUBA
NATIONWIDE RETIREMENT SOLUTIONS, INC.

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 COUNTY. It is understood by both CONSULTANT and COUNTY 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 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 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 COUNTY except as to the final result contracted for under this Agreement. COUNTY 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 COUNTY 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 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. CONSULTANT represents and warrants to COUNTY 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 COUNTY 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 COUNTY 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.

D.4 INDEMNITY. CONSULTANT 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 that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, 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.

COUNTY shall defend, indemnify, and hold harmless CONSULTANT, 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 that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of COUNTY, which may arise from the intentional or negligent acts or omissions of COUNTY in the performance of services rendered under this Agreement by COUNTY, or any of COUNTY’s officers, agents, employees, contractors, or sub-contractors.

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

D.6 ASSIGNMENT PROHIBITED. Except as otherwise specifically provided for in this Agreement, COUNTY acknowledges that the administrative services under this Agreement will be performed by CONSULTANT or one of its affiliates. Except as provided for in this Section D.6, no party to this Agreement will assign the performance of services without the express written consent of the other party, which consent shall not be unreasonably withheld. Unless agreed to by the parties, such assignment shall not relieve any party to this Agreement of any
duties or responsibilities herein. This provision does not restrict CONSULTANT’s right to delegate certain services to an agent, affiliate or vendor.

D.7 PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement.

D.8 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 COUNTY pursuant to this Agreement shall be prepared in a first class and professional manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT’s profession.

D.11 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT 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. 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 specifically and solely for use by the COUNTY under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

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 neuter 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 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 CONSULTANT herein, or have any other direct or indirect financial interest in this
Agreement. CONSULTANT 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 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.
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 "COUNTY":
  Department of Human Resources
  County of Yuba
  915 8th Street, Suite 113
  Marysville, CA 95901

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

If to "CONSULTANT":

  Nationwide Retirement Solutions, Inc.
  Catherine Moore
  10 W. Nationwide Blvd.
  Columbus, OH 43215
COUNTY OF YUBA
NATIONWIDE RETIREMENT SOLUTIONS, INC.

ATTACHMENT E

INSURANCE PROVISIONS

E. 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.1. MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.1.1. 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.1.2. 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.1.3. 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. (Not required if CONSULTANT provides written verification it has no employees)

E.1.4. Professional Liability (Errors and Omissions) Insurance as appropriate to CONSULTANT’s profession, with limits no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

E.1.5. Cyber Security Insurance as appropriate with limits no less than $10,000,000 in aggregate.

If the CONSULTANT maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT.
E.2 OTHER INSURANCE PROVISIONS The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.2.1. 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 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.2.2. PRIMARY COVERAGE For any claims related to this contract, CONSULTANT’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 CONSULTANT’s insurance and shall not contribute with it.

E.2.3. NOTICE OF CANCELLATION Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the COUNTY.

E.3. WAIVER OF SUBROGATION CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against COUNTY 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 COUNTY has received a waiver of subrogation endorsement from the insurer.

E.4. DEDUCTIBLES AND SELF-INSURED RETentions Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.5. 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.6. CLAIMS MADE POLICIES If any of the required policies provide coverage on a claims-made basis:

E.6.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
E.6.2. 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.6.3. 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.7. VERIFICATION OF COVERAGE CONSULTANT 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 CONSULTANT’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.8. SUBCONTRACTORS CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.9. 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.
GOVERNMENTAL PLANS

457(b) PLAN

UNCLAIMED PROPERTY PROCEDURES

Nationwide® administers decedent accounts and unclaimed property in accordance with the procedures below. The Sponsor should review these procedures and ensure they are appropriate for the Plan. The Sponsor acknowledges that Nationwide® may need to make changes from time-to-time to the administrative procedures set forth herein to maintain a successful and compliant unclaimed property procedure. In such a case, Nationwide® will provide the Sponsor with timely notice of such changes as they become necessary. The following administrative procedures shall govern decedent accounts and unclaimed property in the Sponsor’s 457(b) Plan (“Plan”):

1. **Notification of Participant Death.** Nationwide® may be notified of a participant death either by phone call, e-mail, or letter to the Nationwide® Contact Center or by a monthly Death Master File (“DMF”) Report. The DMF Report is a monthly report that identifies potentially deceased participants based on information from the Social Security Administration Office.

2. **Verification of Beneficiary.** If Nationwide® is notified of a participant death through the Nationwide® Contact Center, the beneficiary will be verified by Nationwide® and if verified will send a claim form to the beneficiary within five business days. If Nationwide® is notified of a participant death through the DMF Report, Nationwide® will verify the beneficiary using third-party search tools such as Berwyn and/or Accurant to determine whether or not the participant is in fact deceased. If the participant death is confirmed, Nationwide® will begin to search for the designated beneficiary on file.

3. **Locating the Beneficiary.** Once a beneficiary has been verified by Nationwide®, Nationwide® will begin to make attempts to contact the beneficiary.

   • Nationwide® will send the 1st letter to the beneficiary on file and include a claim form.
   • 30 days if no contact was made with the beneficiary, Nationwide® will send a 2nd letter and make a 1st phone call.
   • After 60 days, if no contact was made with the beneficiary, Nationwide® will send a 3rd letter, make a 2nd phone call, and an e-mail if there is an available e-mail address.
   • After 90 days if no contact is made with the beneficiary, Nationwide® will send the 4th and final letter and make a final call.
   • After 120 days if no contact was made with the beneficiary, Nationwide® will review the beneficiary information to verify if any updated contact information...
has been received. If Nationwide® received updated contacted information for the beneficiary, Nationwide® will begin the process and send the 1st letter to the new contact information.

- After 150 days if no contact was made, Nationwide® will mark the account subject to escheatment.

4. **Escheatment Process.** After 180 days, Nationwide® will move the assets in the account to a non-interest bearing account where the account will age for escheat so that assets are preserved and any maintenance fees will not be charged on the account. The length of the dormancy period is determined by the laws of the state in which the beneficiary resides. If no beneficiary is on file and the assets belong to the decedent’s estate, the assets will be escheated to the state of the decedent’s estate. Upon the end of the dormancy period, the assets in the account will escheat to the state.
We understand you are experiencing certain difficulties and are considering a request for an Unforeseeable Emergency distribution to withdraw funds from your Deferred Compensation Plan account. The Internal Revenue Code and Treasury regulations govern the circumstances in which funds may be withdrawn. We’ve outlined these requirements below.

Understanding if you qualify
An Unforeseeable Emergency is a severe financial hardship to the participant or beneficiary that occurred within the last 12 months due to:

- An illness or accident of the participant or beneficiary; or spouse or dependent of the participant or beneficiary
  
  NOTE: A dependent is defined as an individual who receives 50% or more of their financial support from the participant or beneficiary, as reflected in tax reporting documents.

- Medical expenses not covered by insurance or other reimbursements
- Funeral expenses for a spouse or dependent
- Loss of the participant's or beneficiary's property due to casualty, such as damage caused by a hurricane or tornado
- Foreclosure or eviction from participant's or beneficiary's primary residence

NOTE: The determination of an unforeseeable emergency will depend on the facts and circumstances of each case. Regulations do not consider a planned or voluntary event to be an unforeseen emergency. Examples may include, but not limited to: purchasing a home or automobile, education expenses, normal monthly expenses like gas or groceries, elective surgery, taxes, legal fees/judgments, moving expenses or loss of income that is not the direct result of an illness or accident would likely not qualify.

Also, the regulations state you must exhaust all other means of relief first; then, if approved, we will reimburse the remaining amount. Means of relief may include:

- Insurance or other sources
- Liquidation of the participant's assets, to the extent such liquidation would not itself cause severe financial hardship
- Discontinuing contributions

See reverse side for additional information
Keep in mind
If your situation is deemed an Unforeseeable Emergency, the amount of your withdrawal request cannot exceed the current value of your account.

Funds may only be withdrawn from pre-tax contributions (salary reduction) and post-tax contributions. If a portion of your account is funded by a rollover from a previous retirement plan, you may be eligible to withdraw those funds by contacting Nationwide Retirement Solutions (NRS) at 877-NRS-FORU (877-677-3678).

What you need to do
To submit an Unforeseeable Emergency Application, please return all material by:
- Fax: 877-677-4329
- P.O. Box Address:
  Nationwide Retirement Solutions
  PO Box 182797
  Columbus OH 43218-2797
- Express Mail Address:
  Nationwide Retirement Solutions
  3400 Southpark Pl Ste A, DSPF-F2
  Grove City OH 43123-4856

Please include:
- A completed and signed application
- Any supporting documentation listed on the Unforeseeable Emergency Checklist (see page 4 of Important Information document)

What to expect
If your unforeseeable emergency request is approved, funds will be withdrawn from your account on a prorated basis across both pre-tax and post-tax money sources, if applicable. Earnings from post-tax contributions are only considered tax-free five years after the first post-tax contribution to the plan and when you reach age 59 ½. Some mutual funds may impose a short term trade fee. Please read your underlying prospectuses carefully. A decision is typically made within five business days of receiving all required documents.
Important things to consider
If you currently have life insurance coverage through the plan and choose to stop your contributions due to your Unforeseeable Emergency, your policy could lapse due to non-payment. This means your policy will be cancelled and you'll no longer have coverage. Please contact our office to discuss the options available to continue your life insurance coverage.

If you have money in the Self-directed Brokerage Option and the requested amount exceeds your core account balance, you'll need to transfer funds back to the core account before your request can be processed.

Nationwide does not provide tax or legal advice, and federal laws related to these types of accounts are complex and can change. Be sure to consult with your tax advisor or lawyer if you have questions.

For help when you need it
If you have any questions, please reference the Frequently Asked Questions document. If you have any additional questions or need more information, contact our service center at 877-NRS-FORU (877-677-3678) Monday through Friday from 8 a.m. to 11 p.m. Eastern time.
### UNFORESEEABLE EMERGENCY CHECKLIST

<table>
<thead>
<tr>
<th>REASON</th>
<th>SUPPORTING DOCUMENTATION</th>
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| ☐ Illness or Accident: Medical Expenses   | ☐ If you have health insurance: Explanation of Benefits statement from within the past 12 months from the insurance company indicating insurance coverage (or reasons for no coverage), patient responsibility and dates of service for all charges.  
☐ If you do not have health insurance: include a signed statement indicating that you do not have insurance and the specific dates of no coverage.  
☐ If you do not have insurance: Detailed bills indicating the medical provider's name & address, date of service, procedures performed and charges incurred within past 12 months.  
☐ If medical expenses are for a dependent, include a copy of the most recent Federal Income Tax Return (pages 1 & 2 only) for you, and if married, your spouse. State tax forms are not needed.  
☐ If the procedure could be considered cosmetic, a letter from a medical doctor/dentist indicating the reasons why the procedure is medically necessary.  
☐ Copy of the Pre-Determination of Benefits, dated or issued within last 60 days, from the insurance provider. A statement from provider showing that payment must be made before treatment will be rendered.  
☐ If you have a discounted Dental Plan that does not issue Dental Explanation of Benefits statements, please provide copies of the Schedule of Benefits that include the procedure code(s) that match the procedures on the dental pre-treatment estimate.  
☐ Detailed prescription drug history from your pharmacy or insurance company stating dates medications were filled, how much insurance covered, and the dollar amount you are responsible for paying. |
| ☐ Illness or Accident: Loss of Income       | ☐ Letter from your spouse's, primary beneficiary's, or dependent's employer indicating dates of employment and the dates of work missed that there was reduced or no pay received. This must also indicate any sick/vacation pay, disability pay, worker's compensation benefits, or any other form of compensation received while out of work.  
☐ A Loss of Income Verification Form completed by your employer.  
☐ A copy of the most recent Federal Income Tax Return (pages 1 & 2 only) for you, and if married, your spouse. State tax forms are not needed.  
☐ A copy of the two most recent pay stubs for you, and if married, your spouse.  
☐ Documentation from the Worker's Compensation board or disability board regarding your, your spouse's, primary beneficiary's, or dependent's Worker's Compensation or disability benefits. The documentation must state the date the benefits began/will begin, the amount of the benefits, and the date benefits will/may end.  
☐ If your spouse, dependent, or primary beneficiary is self employed, letter from licensed physician indicating dates when the person was medically unable to work, and 1 year profit/loss statement and Schedule C tax filings. |
| ☐ Property Loss Due To Casualty             | ☐ If you have insurance: a letter from your insurance company indicating the amount covered by insurance and deductible amount owed, or reasons for no coverage.  
☐ If you do not have casualty insurance: include a signed statement indicating that you do not have insurance and the specific dates of no coverage.  
☐ Detailed repair estimate from a licensed contractor or licensed mechanic indicating the specific causes of the damage to your primary residence or primary vehicle.  
☐ Police report.  
☐ Letter from the other driver's insurance company stating why they are not covering the damages to your primary vehicle or the amount they will cover.  
☐ A statement from your automobile lender indicating the amount still owed after the insurance payoff was received. |
| ☐ Funeral Expenses                          | ☐ A copy of the death certificate.  
☐ Documentation of the relationship to the deceased.  
☐ Detailed invoice from a funeral home and or cemetery that itemizes costs of funeral/burial expenses in which you are personally responsible, along with the amount that the decedent's funeral insurance/burial insurance will cover.  
☐ If you are not listed as the responsible party on the bill, include a statement on or with the application indicating that you are responsible for the expenses.  
☐ Copies of receipts, booking information (air/hotel), and other travel expenses related to the funeral and or burial. |
| ☐ Foreclosure / Eviction (Foreclosure/Eviction is only approvable twice in a rolling 12-month period.) | ☐ Address on file matches the address on the request. If not, pages 1-2 of the 1040 Federal Tax Return and Schedule E (rental property page) are required (you may black out information that is not necessary to verify the address).  
☐ Letter from the Mortgage Company or lender's attorney issued from within the past 30 days indicating a dollar amount needed to prevent imminent foreclosure, a clear future date due, and full address of property that is under threat of foreclosure.  
☐ Eviction: A letter from the Leasing Agency or a copy of the Court Order Eviction issued within the past 30 days stating the dollar amount needed to prevent the eviction from your primary residence with the property address that is under threat of eviction.  
☐ Copy of your current lease agreement.  
☐ If a bankruptcy has been filed, documentation showing the mortgage lender has been granted relief from automatic stay or court order stating dismissal of bankruptcy case. |
| ☐ Extraordinary/Unforeseeable Circumstance  | ☐ Include copies of documents supporting your statement that the circumstances arose as a result of events beyond the control of you, your spouse, your dependent, or beneficiary. |
How do I submit an application for an Unforeseeable Emergency (UE) Distribution?
This application is designed to provide information about your financial emergency, and to determine if you have other appropriate financial sources that could relieve your financial hardship. Without this information the Plan cannot consider your request. Please fill out the application and financial page completely. All applications remain active for 30 days from the date of receipt. Any additional unforeseeable emergency request beyond 30 days from the date of receipt requires a new application.

FOR FASTER SERVICE, please FAX the completed application and supporting documentation to: 1-877-677-4329. If you prefer, you can MAIL the completed application and supporting documentation to:

P.O. BOX ADDRESS: NATIONWIDE RETIREMENT SOLUTIONS
P O BOX 182797
COLUMBUS OH 43218-2797

OR

EXPRESS MAIL ADDRESS: NATIONWIDE RETIREMENT SOLUTIONS
3400 SOUTH PARK PL STE A, DSPF-F2
GROVE CITY OH 43123-4856

If you have any additional questions regarding the process or completion of this form, please call the contact center at 1-877- NRS-FORU (1-877-677-3678). The hours of operation are Monday-Friday 8am - 11pm ET.

Who may apply for an Unforeseeable Emergency (UE) Distribution?
An actively employed participant may apply for a UE. Retired or terminated participants, beneficiaries, and alternate payees are not eligible for an unforeseeable emergency. Please refer to standard distribution. (Participants over 70 1/2 and still actively employed are eligible for standard distributions from the Plan, and are not eligible for unforeseeable emergency distributions.)

What information and documents are required for the Unforeseeable Emergency (UE) application?
In addition to documentation regarding the specific circumstances for which a UE is requested, participants applying for a UE are required to submit:
- A completed and signed application.
- Any supporting documentation, as listed under the Unforeseeable Emergency Checklist page (see page 4 of Important Information document).

Should I continue or stop my deferrals?
You may choose to stop deferring into the Plan when applying for a UE distribution. You might want to take some time to recover from the related circumstances and to replenish your regular savings by temporarily stopping your deferrals. If you stop your deferrals, in order to begin deferring into your account again; you will need to submit a new participation agreement. To do so, please contact us at 1-877-677-3678.

How much can I withdraw?
UE distributions must be limited to the amount reasonably necessary to satisfy the financial need, but may be increased for Federal income taxes on the distribution.

What is the process and how long does it take?
Assuming your paper work is complete and accurate your application and supporting documentation will be processed within 5 business days. We make every effort to review your request as soon as possible.

Is the Unforeseeable Emergency Distribution a taxable event?
Yes. Federal income tax will be withheld at the rate of 10% unless you elect to have no tax withheld or elect an additional amount of withholding on IRS Form W-4P. IRS Form 1099-R will be issued at the end of the year for tax reporting purposes and sent to you and the Internal Revenue Service. Where possible, the approved amount will be increased to include the amount for withholding, if account balance is insufficient to be grossed up to cover federal taxes, taxes will be withheld and the remaining amount will be sent to the participant. Please contact your tax advisor for any questions or concerns.

Is this distribution eligible for rollover to another eligible retirement plan or IRA?
No.
What are the Federal regulations that cover UEs?
1.457-6(c) describes the rules that apply to UEs
(c) Rules applicable to distributions for unforeseeable emergencies—(1) In general. An eligible plan may permit a
distribution to a participant or beneficiary faced with an unforeseeable emergency. The distribution must satisfy the
requirements of paragraph (c)(2) of this section.
(2) Requirements—(i) Unforeseeable emergency defined. An unforeseeable emergency must be defined in the plan
as a severe financial hardship of the participant or beneficiary resulting from an illness or accident of the participant
or beneficiary, the participant’s or beneficiary’s spouse, or the participant’s or beneficiary’s dependent (as defined in
section 152(a)); loss of the participant’s or beneficiary’s property due to casualty (including the need to rebuild a
home following damage to a home not otherwise covered by homeowner’s insurance, e.g., as a result of a natural
disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the
control of the participant or the beneficiary. For example, the imminent foreclosure of or eviction from the
participant’s or beneficiary’s primary residence may constitute an unforeseeable emergency. In addition, the need to
pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug
medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a
spouse or a dependent (as defined in section 152(a)) may also constitute an unforeseeable emergency. Except as
otherwise specifically provided in this paragraph (c)(2)(i), the purchase of a home and the payment of college tuition
are not unforeseeable emergencies under this paragraph (c)(2)(i).
(ii) Unforeseeable emergency distribution standard. Whether a participant or beneficiary is faced with an
unforeseeable emergency permitting a distribution under this paragraph (c) is to be determined based on the
relevant facts and circumstances of each case, but, in any case, a distribution on account of unforeseeable
emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or
compensation from insurance or otherwise, by liquidation of the participant’s assets, to the extent the liquidation of
such assets would not itself cause severe financial hardship, or by cessation of deferrals under the plan. (iii)
Distribution necessary to satisfy emergency need. Distributions because of an unforeseeable emergency must be
limited to the amount reasonably necessary to satisfy the emergency need (which may include any amounts
necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the
distribution).

What are the Plan requirements for UEs under the Nationwide Retirement Solutions (NRS) standard 457 plan?
The NRS standard 457 plan document describes unforeseeable emergencies as follows:
(A) Unforeseeable Emergency. In the event of a Participant’s unforeseeable emergency, the Administrative Services
Provider may make a distribution to a Participant who has not incurred a Severance from Employment. An
unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or
accident of the Participant, the Participant’s Beneficiary, or the Participant’s spouse or dependent (as defined in
Code § 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code § 152(b)(1), (b)(2),
and (d)(1)(B)); (2) loss of the Participant’s or Beneficiary’s property due to casualty; (3) the need to pay for the
funeral expenses of the Participant’s spouse or dependent (as defined in Code § 152, and, for taxable years beginning
on or after January 1, 2005, without regard to Code § 152(b)(1), (b)(2), and (d)(1)(B)); or (4) other similar
extraordinary and unforeseeable circumstances arising from events beyond the Participant’s or Beneficiary’s control.
The Administrative Services Provider will not pay the Participant or the Beneficiary more than the amount
reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties
on the distribution. The Administrative Services Provider will not make payment to the extent the Participant or
Beneficiary may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other
reimbursement, or by liquidation of the individual’s assets to the extent such liquidation would not cause severe
financial hardship.

The Participant’s Beneficiary is a person who a Participant designates as a “primary beneficiary” and who is or may
become entitled to a Participant’s Plan account upon the Participant’s death. A Participant’s unforeseeable
emergency event includes a severe financial hardship of the participant’s primary Beneficiary under the Plan, that
would constitute an emergency event if it occurred with respect to the participant’s spouse or dependent as defined
under Code § 152.

How do I appeal an unfavorable decision?
An unfavorable decision may be appealed within 30 calendar days within notification of denial by sending a written
request and any additional supporting documentation that may be relevant for the appeal. You will be notified of the
final outcome of the appeal. Once the appeal has been reviewed and a determination has been made that decision is
final and will not be subject to further appeal.

Nationwide Investment Services Corporation, member FINRA. In Michigan only - Nationwide Investment Svcs.
Corporation
# Personal Information

| Plan Name: |  |
| Participant Name: | SSN #: |
| Mailing Address: | Date of Birth: |
| City, State, & Zip Code: | Phone Number: |
| Email Address: |  |

How would you like to be contacted if additional information is required?  [ ] Telephone  [ ] Email

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# Unforeseeable Emergency Details (Required)

Was the severe financial hardship a result of some unforeseeable circumstance arising as a result of events beyond the control of you, your spouse, dependent or primary beneficiary?

[ ] Yes  [ ] No  If no, STOP, do not submit your request. It does not qualify as an unforeseeable emergency.

If yes, please provide a detailed explanation of the unforeseeable emergency that has caused you, your spouse, your dependent or your primary beneficiary a severe and unforeseeable financial hardship. Please be as detailed as you can, including names and dates.

Attach extra sheets if needed.

Date(s) unforeseeable emergency occurred ________________________________

**NOTE:** Circumstances over 12 months from the date of application will not be considered for unforeseeable emergency distributions.
Financial Position Acknowledgement

THIS ACKNOWLEDGEMENT IS REQUIRED TO BEGIN THE REVIEW PROCESS

I attest that the unforeseeable emergency has caused a severe and unforeseeable financial hardship to me, my spouse, dependent, or primary beneficiary that cannot be met through any other means, including the following:
1. The reasonable liquidation of funds in checking and/or savings accounts, provided the liquidation would not itself cause an immediate and heavy financial need,
2. The reasonable liquidation of funds in investment accounts, IRA's, and/or insurance policy cash values, provided the liquidation would not itself cause an immediate and heavy financial need,
3. The reasonable liquidation of nonessential assets (i.e. rental/vacation properties, RV's, boats, or other), provided the liquidation would not itself cause an immediate and heavy financial need,
4. The cancellation of elective deferrals under the 457 Deferred Compensation Plan,
5. Other currently available distributions or nontaxable loans from other plans maintained by my employer or any other employer,
6. Borrowing from commercial sources on reasonable commercial terms in an amount sufficient to satisfy the need.

I certify that all of the information provided in this application is true, complete and accurate.

| Print Name: |  |
| Signature: | Date: |

Distribution Amount

Distributions due to unforeseeable emergencies are only permitted in the amount necessary to satisfy the financial need after reimbursement by insurance or other sources. Please attach required documentation to support the requested amount. This distribution may be taxable.

Amount Requested $______________ OR □ Maximum Amount Allowed

Stopping your deferrals may help alleviate your financial need. If you would like to stop your deferrals please contact customer service at 1-877-677-3678.

Selecting to stop contributions will require the completion of a new participation agreement to restart your contributions to the deferred compensation plan.
Payment Method

☐ Send check by first class mail to my address of record. Allow 5 to 10 business days from process date for delivery. (Default option, if no other option is selected)

☐ Send check overnight at my expense to my address of record. I understand there is an additional $25.00 fee that will be deducted from my account. P.O. Box addresses are not eligible for overnight delivery and Saturday delivery may not be available in your area. Allow 2 to 4 business days from process date for delivery.

☐ ACH Instructions on File - Send funds to my bank account that NRS has on file.

☐ Direct Deposit by ACH: Check only one option: ☐ Checking Account ☐ Savings Account

Bank/Credit Union Name

(____________________)

Bank/Credit Union Phone Number

ABA (Routing) Number* (first nine digits only)

Account Number

Note: Direct Deposit is only offered through members of the Automatic Clearing House (ACH). We cannot accept a deposit slip for banking numbers. If ACH information is not completed correctly a check will be sent to your address on file.

Is this account associated with a brokerage firm or other investment firm? ☐ Yes ☐ No

If yes, have you confirmed that the ABA and account numbers are correct? ☐ Yes ☐ No

I hereby authorize NRS to initiate automatic deposits to my account at the financial institution named above. In the event an error is made, I authorize NRS to make a withdrawal from this account. Further, I agree not to hold NRS responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account. This agreement will remain in effect until NRS receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit authorization form to NRS. In the event this direct deposit authorization form is incomplete or contains incorrect information, I understand a check will be issued to my address of record.

Tax Withholding

Federal Tax: Please select one option, if no option is selected, NRS will use a default rate of 10% federal tax withholding.

☐ Increases the distribution amount to accommodate federal tax withholding on the taxable portion on my distribution. I will receive the approved amount of my request (by check or direct deposit). and the total distribution amount will be increased to include federal tax withholdings. NRS will use a default withholding rate of 10%. If account balance is insufficient to accommodate federal taxes, 100% of the account balance will be processed an 10% federal taxes will be withheld. The remaining balance will be sent (by check or direct deposit) to the member.

☐ Do not withhold federal tax from my distribution. I will be liable for all federal taxes that may result from this distribution.

State Tax: State taxes will be automatically withheld if you are a resident in a state that mandates state income tax withholding. If you would like to adjust your state taxes, please complete and attach a state tax withholding form. These forms can be obtained from the State web site, NRS does not supply these forms.
Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person.
4. The FATCA code entered on this form (if any) indicating that the payee is exempt from FATCA reporting is correct.

Authorization

I consent to a distribution as elected above. I understand that the terms of the Plan document will control the amount and timing of any payment from the plan. I further acknowledge that this distribution is not eligible for rollover to another retirement plan or IRA.

As required by law, and under the penalty of perjury, I certify the Social Security Number (Taxpayer Identification Number) and information I have provided is correct. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. citizen or other U.S. person.

Print Name: 
Signature: Date:

Form Return

By mail: Nationwide Retirement Solutions
PO Box 182797
Columbus, OH 43218-2797

By fax: 877-677-4329

OR

Express mail address:
Nationwide Retirement Solutions
3400 Southpark Place, Suite A
DSPF-F2
Grove City, OH 43123-4856
This is not intended to be legal or tax advice, and should not be relied upon as such. Instead, this is in response to your request for information regarding domestic relations orders.

The Internal Revenue Code does not require eligible deferred compensation plans established pursuant to Code Section 457 to accommodate domestic relations orders. However, some plans accommodate such orders. Whether a particular plan accommodates such orders is determined by the plan document.

A domestic relations order is a judgment, decree, or order made pursuant to state domestic relations law (including community property law), relating to the property rights of the Alternate Payee. A certified copy (court certified copy) of such a judgment, decree, or order is required. In addition, the domestic relations order must:

- Be directed to the deferred compensation plan and not directed to Nationwide Retirement Solutions as the administrative service provider;
- Create or recognize the existence of the right of an Alternate Payee to all or a portion of the benefits payable with respect to a Participant under the Plan;
- Clearly specify the names, last known mailing addresses, and social security numbers of the Participant and Alternate Payee; please include date of birth for alternate payee (DOB's and SSNs may be provided separately from the Order);
- Clearly specify the amount or percentage of the Participant's benefits which are to be segregated for the Alternate Payee with a specific "as of" date for the segregation;
- If applicable, clearly specify whether earnings accrue on the Alternate Payee's benefits from the "as of" date to the actual date of segregation. (The administrative service provider will not perform hypothetical calculations to adjust for market fluctuations);
- Not provide for any actions to be taken by the Plan which are inconsistent with the Plan document;
- Not provide for any form of payment to the Alternate Payee that is not permitted by the Plan; and
- Not require the payment of benefits to an Alternate Payee, which is required by a prior domestic relations order to be paid to another Alternate Payee.
- Clearly specify whether loans and life insurance policies are included in the participant's account balance prior to any calculations, if applicable.

The following items also should be considered:

- Distributions made to an Alternate Payee are reported as taxable income to the Alternate Payee. Taxes will be withheld from any distributions to the Alternate Payee's account based upon the tax withholding elections of theAlternate Payee.
- The Alternate Payee may not make any contributions to the separate account.
- The Alternate Payee is permitted to designate beneficiaries for his or her account and to exercise exchanges among the funding options as permitted by the Plan and the investment providers under the plan. The Alternate Payee will receive quarterly statements on his or her account which will be sent to their address.
- Participant loans and life insurance policies cannot be segregated or transferred to the alternate payee, but may be included in the total assets for purposes of calculating the award amount (this could result in a non-prorata segregation of assets).
TO:              Board of Supervisors
FROM:           Emergency Operations Planner, Briana Haberman
SUBJECT:        Adopt and ratify resolution proclaiming the existence of an ongoing local emergency due to the North Complex Fire in the County of Yuba.
DATE:           September 22, 2020
NUMBER:         501/2020

Recommendation: The Board of Supervisors adopt and ratify a resolution proclaiming the existence of a local ongoing emergency for the North Complex Fire.

Background: On the morning of August 18, 2020, initial reports of two fires, the Claremont Fire and the Bear Fire, were reported due to lightning within the Plumas National Forest in Butte and Plumas Counties. On September 8, 2020, the two fires combined, creating the North Complex Fire, and had a rapid rate of spread due to large ground level fuel loads and strong Northerly winds. The western part of the fire, also previously known as the Bear Fire, began to threaten residents of the County of Yuba.

This caused for the need to evacuate citizens utilizing the Code Red System and door to door notification by the Sheriff’s Office. Mutual aid from local law enforcement and fire services were called upon, through the Statewide Emergency Management System and Statewide mutual aid agreements. A shelter was opened at the Yuba Sutter Fair Grounds for displaced residents and the Yuba County Emergency Operations Center was activated based on the threat to lives and damage to personal property which existed in the unincorporated area of Yuba County. The Director of Emergency Services proclaimed a local emergency on September 15, 2020, requesting a Cal OES Secretarial Concurrence, Gubernatorial Proclamation and assistance through the Stafford Act via Presidential Declaration.

Discussion: Per Yuba County Ordinance Code 4.20 the Director of Emergency Services proclaimed a local emergency in the County of Yuba on September 15, 2020 due to the on-going emergency and conditions which exceeded local resources. The North Complex Fire continues to burn and the final incident period of the emergency has not yet been determined, therefore it is recommended that your Board continue the
proclamation of the local emergency until the end of the incident period. Per statutory requirements, your Board is required to ratify this proclamation within seven days.

Committee Action:
No Committee action was taken due to State Requirements.

Fiscal Impact:
General Fund - Unknown

Attachments:
501/2020: North Complex Fire Emergency Proclamation
501/2020: North Complex Fire Resolution
PROCLAMATION OF LOCAL EMERGENCY

WHEREAS, Chapter 4.20 of the County of Yuba ordinance code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the County of Yuba is affected or likely to be affected by a public calamity and the Board of Supervisors is not in session; and,

WHEREAS, the Director of Emergency Services of the County of Yuba does hereby find: the conditions of extreme peril to the safety of persons residing in the County of Yuba caused by the North Complex Fire; the fire began on August 18, 2020 and began to threaten residents of the County of Yuba on September 8, 2020; and:

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

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the County of Yuba; and:

Based upon the extraordinary measures the County of Yuba has undertaken to preserve life, property and the environment and the losses suffered by public agencies and local businesses as a result of the wildfires, the Board of Supervisors is requesting a Cal OES Director’s Concurrence and Gubernatorial Proclamation, providing assistance through the California Disaster Assistance Act and any funding made available through the Stafford Act via Presidential Declaration.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of the County of Yuba shall be those prescribed by state law, by ordinances, and resolutions of the County of Yuba and that this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by the Board of Supervisors of the County of Yuba.

Dated: September 15, 2020

By: __________________________
Kevin Mallen, CAO/ Director Emergency Services
Address: 915 Eighth St, Suite # 117
Marysville, CA 95901
BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION CONTINUING LOCAL
EMERGENCY PROCLAMATION IN
YUBA COUNTY DUE TO THE NORTH
COMPLEX FIRE

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RESOLUTION NO. ______________

WHEREAS, California Government Code section 8630 and Yuba County Ordinance Code section 4.20 empowers the Yuba County Board of Supervisors, or an official designated by ordinance, to proclaim the existence of a local emergency upon the existence of conditions of extreme peril to the safety of persons and property within the County of Yuba ("County"); and

WHEREAS, on September 15, 2020, the County Director of Emergency Services ("Director") proclaimed a local emergency pursuant to the powers prescribed under County Ordinance Code section 4.20.70(b)(1). Said local emergency arose following the threat of a wildland fire, known as the North Complex Fire which presented the potential to spread from Butte and Plumas counties into the foothills of Yuba County, thereby causing the extended evacuation of a large portion of foothill communities; and
WHEREAS, California Government Code section 8630(d) further requires the Board of
Supervisors to review, and ratify this proclamation within 7 days, to continue the local
emergency until the termination of such emergency; and

WHEREAS, the Board of Supervisors does hereby find that conditions of extreme peril
to the safety of persons and property continue to exist within the County caused by the North
Complex Fire, and, therefore, necessitate the continuation of the local emergency; and

WHEREAS, local resources remain insufficient to cope with the effects of said
emergency and require the assistance of other political subdivisions.

WHEREAS, pursuant to California Government Code section 8630(d), the Board of
Supervisors shall terminate the local emergency as soon as reasonably possible.

THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors does
hereby continue the September 15, 2020 Proclamation of a Local Emergency in Yuba County.
BE IT FURTHER RESOLVED that, Yuba County does not have adequate resources to respond to the local emergency.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the ________ day of ______________________ 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

________________________________________
Chair

ATTEST: RACHEL FERRIS
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL

Page 3 of 3
The County of Yuba
Community Development and Services Agency

TO: Board of Supervisors

FROM: Community Development and Services Agency, Ciara Fisher

SUBJECT: Community Development and Services Agency: Make a finding of a public convenience or necessity for a Type 20 ABC license for a Dollar General grocery and consumer goods store located at 16669 Willow Glen Road.

DATE: September 22, 2020

NUMBER: 455/2020

Recommendation

Consider the application from Rawlings Consulting, on behalf of Dollar General, to the Board of Supervisors to make a finding of public convenience or necessity to allow a Type 20 Off-Sale Beer & Wine Alcoholic Beverage License.

Background:

Yuba County has received an application from Rawlings Consulting to make a finding that public convenience or necessity will be served by allowing an Off-Sale Beer & Wine (Type 20) alcoholic beverage license for an approximately 9,100 square foot grocery and consumer goods store that Dollar General plans to operate at 16669 Willow Glen Road in the Brownsville Community. The parcel is zoned Rural Commercial and a General Plan land use designation of Rural Community (APN: 056-130-015).

Yuba County is currently subject to a State of California Department of Alcoholic Beverage Control (ABC) 1998 ABC moratorium on the issuance of off-sale beer and wine licenses because the ratio of Off-Sale ABC Type 20 & 21 licenses in Yuba County exceeds one for each 2,500 residents. The proposed grocery and consumer goods store is located in Census Tract #411 that has eight existing allotted Off-Sale licenses by ABC. ABC currently allows four licenses in the census tract, so in order to allow an additional Off-Sale license in the census tract the Board of Supervisors must make a finding that will serve the public convenience or necessity.

Discussion:

Rawlings Consulting provided a justification letter as to the need for Dollar General’s Off-Sale Type 20 ABC license at 16669 Willow Glen Road. In the justification letter, they argue that:
1. The use is essential or desirable to the public convenience and public welfare:

The proposed availability of alcohol with the sale of staple groceries such as fruits and vegetables, milk, juice, eggs, bread, cereal, coffee, soup, pasta, sodas. They will also offer consumer products such as tooth paste, soap, detergent and paper towels allows customers to have readily available products in one location where they would otherwise be obliged to travel to other locations to further purchase their items. Thus, the establishment of off-site alcoholic beverage sale serves a public convenience.

2. Granting the permit it will not be materially detrimental to the public welfare and to other property in vicinity:

The proposed sale of alcohol would not be detrimental to the public health, safety or welfare because the store has been designed as safe family oriented shopping with all windows facing the street and parking lot allowing for motorists and patrons outside the store a direct view inside the store. Cashiers are located near the entrance of the store; and security cameras are placed throughout the interior and exterior of the building. Furthermore, the store is primarily for the sales of staple groceries and consumer products and the sale of alcohol is incidental and in conjunction with the sale of such items. Additionally, the convenience of a wide variety of groceries and consumer products in one location promotes the general welfare. Furthermore, this operation will have general conditions to limit nuisance behavior associated with sales of alcohol.

3. The use conforms to good zoning practices and development standards:

The store is located within a commercial zone. Locating grocery stores in retail commercial zones on major thoroughfares is consistent with good community development practices and standards.

4. The use is not contrary to any of the objectives of any part of the adopted General Plan:

Alcohol sales for off-site consumption within a grocery store is consistent with the County's General Plan by providing a product that serves to provide the full spectrum of commercial needs for a community commercial retail center.

5. They will implement security measures.

Surveillance cameras are located throughout the sales area as well as storage area. Employees go through corporate training for alcohol sales and must input date of birth into cash register to complete any alcohol transaction.

Lastly, they intend to be in strict compliance with California law and all other applicable standards requested by ABC, the Yuba County Planning Department, the Sheriff's Department, and the Board of Supervisors of Yuba County for the sale of alcohol.

The County does not have any adopted policies on alcoholic beverage licenses. Therefore, in order for the Board of Supervisors to take action in favor of Dollar General’s application, the Board
must make findings of public necessity or convenience. This is consistent with the requirements of the State of California Department of Alcoholic Beverage Control.

Committee Action:

Since this is an item of “public interest”, it was not presented to the Land Use & Public Works Committee.

Fiscal Impact:

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<th>Fund Type</th>
<th>Impact</th>
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<tr>
<td>General Fund</td>
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<tr>
<td>Non-General Fund</td>
<td>None</td>
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<tr>
<td>Source of Funds</td>
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Attachments

Letter of Justification
Site Location Map
July 20, 2020

Yuba County CDSA
915 8th Street, Suite 123
Marysville, CA 95901

RE: Dollar General Store #21340 – 16669 Willow Glen Rd., Brownsville

Planning Department:

Please accept this letter as a formal request for a determination of public convenience or necessity. Enclosed please find a completed Project Application Form, the ABC Form 255, a Statement of Operations, Existing License List as well as a brochure about Dollar General for your review. Below is additional information that should help make an affirmative determination.

**Overview and Project Description**

Dollar General Stores will be operating an approximately 9,100 square foot grocery and consumer goods store at the above referenced location. It is our understanding that off-sale beer and wine in this zone is a permitted use for this type of store. The store hours are from 7:00 a.m. until 10:00 p.m. daily. Dollar General Stores operates nearly 15,000 stores across the US and approximately 250 stores in California. Nearly every store in California carries beer and wine. Dollar General has a reputation for providing the products that customer’s desire most at competitive prices. Beer and wine sales will represent an incidental purchase for its current customers much like other major grocery stores. Dollar General dedicates less than 5% of the gross floor area for the display of beer and wine and have implemented internal training and controls for its employees to ensure responsible sales. Also, none of the stores sell singles of beer or malt products.

**Security and Control:**

Dollar General is committed to taking all feasible steps to address law enforcement concerns about the site. In addition, Dollar General has an extensive employee-training program and is a very responsible retailer of alcoholic beverages with no violations in California ever. It certainly has the resources to be a responsible retailer of all types of goods and especially of alcoholic beverages. Moreover, the sale of alcoholic beverages is not the primary purpose.

Dollar General stores are designed to provide a safe environment for patrons and employees. Some of the design elements of the store that facilitate a safe and pleasurable shopping experience include adequate lighting levels both on the interior and exterior of the store, employee supervision of the facility, closed circuit video monitoring system with cameras located strategically throughout the
property, and careful window signage and landscaping placement to avoid obstruction of visibility into and out of the facility.

Dollar General understands the importance of maintaining the appearance of a store to both expand their customer base and prevent criminal activity and is committed to a store that allows for safe family oriented shopping. Dollar General recognizes the seriousness of loitering, delinquency, crime, and underage drinking. They have developed stringent operational standards and training programs for employees involved with selling of alcoholic beverages. Furthermore, Dollar General is open to operating conditions that the police department considers appropriate to ameliorate any concerns that do exist.

Public Convenience or Necessity

This Dollar General store is in Census Tract 411 in which ABC is authorized to issue up to 4 licenses without consulting with the local municipality. Currently, there are 8 off-sale licenses existing in the census tract. Hence, in order for ABC to issue a license, Yuba County needs to make a finding of public convenience or necessity. Census tract in which there are more licenses existing than ABC is authorized to issue is a very common situation as most commercial property is concentrated into certain areas. Therefore, grocery stores, restaurants, convenience stores are typically located relatively near each other.

It is important to emphasize that Business & Professional Code § 23958.4 requires a positive finding of public convenience “or” necessity in order for an off-sale ABC application to be approved. Thus it is legally sufficient if Dollar General shows either public convenience or public necessity. It is not legally necessary to show both.

Furthermore, it is only necessary to show public convenience or necessity where there is an “undue concentration” of licensees in the census tract. The term “undue concentration” (also referred to as “over concentration”) is specifically defined in Business and Professional Code § 23958.4 as simply a ratio of the number of licenses in a census tract compared to the average number of licenses in a County, as a whole. It does not mean that a particular census tract necessarily has too many licenses for the needs or convenience of residents in that tract.

“Over Concentration” also does not mean that the State, or anyone else, has previously looked at this census tract and determined that it has suffered any deleterious effects from the actual number of licenses existing; or that it will suffer if a new license is issued. It merely provides a guideline for making such a determination, in the form of determining whether in a particular situation, the ABC license would serve the “public convenience or necessity”.

It is also important to understand that Census Tract are “zoning blind”. Hence, many census tracts that contain a lot of commercially zoned property have an “over concentration” state while census tracts with mostly residentially zoned property do not have an “over concentration”.

Thus the fact that the census tract in which this store is located is statutorily “over concentrated” does not mean that selling a small amount of alcoholic beverages at a grocery/consumer goods store will have adverse impacts. Rather, it simply means that either public convenience or public necessity will be served by the sale of alcoholic beverages at this site.
Statement of Justification for Finding of Public Convenience or Necessity

1. That the use is essential or desirable to the public convenience and public welfare.
The proposed availability of alcohol with the sale of staple groceries such as: fruits and vegetables, milk, juice, eggs, bread, cereal, coffee, soup, pasta, sodas as well as consumer products such as tooth paste, soap, detergent and paper towels allows customers to have readily available products in one location where they would otherwise be obliged to travel to other locations to further purchase their items; thus the establishment of off-site alcoholic beverage sale serves a public convenience.

2. That the granting the permit will not be materially detrimental to the public welfare and to other property in vicinity.
The proposed sale of alcohol would not be detrimental to the public health, safety or welfare because the store has been designed as safe family oriented shopping with all windows facing the street and parking lot allowing for motorists and patrons outside the store a direct view inside the store; cashiers are located near the entrance of the store; and security cameras are placed throughout the interior and exterior. Furthermore, the store is primarily for the sales of staple groceries and consumer products and the sale of alcohol is incidental and in conjunction with the sale of such items. Additionally, the convenience of a wide variety of groceries and consumer products in one location promotes the general welfare. Furthermore, this operation will have general conditions to limit nuisance behavior associated with sales of alcohol.

3. That the use conforms to good zoning practices and development standards.
The store is located within a commercial zone. Locating grocery stores in retail commercial zones on major thoroughfares is consistent with good community development practices and standards.

4. That the use is not contrary to any of the objectives of any part of the adopted General Plan
Alcohol sales for off-site consumption within a grocery store is consistent with the City’s General Plan by providing a product that serves to provide the full spectrum of commercial needs for a community commercial retail center.

We respectfully request an approved finding of Public Convenience or Necessity for this store. If there is any additional information you need to process this request, please contact me.

Thank you for your time and consideration of our request.

Sincerely,

Steve Rawlings
(951) 667-5152
SER@Rawlingspm.com
Project Narrative/Statement of Operations
Dollar General Store #21340
16669 Willow Glen Rd.
Brownsville, CA
7/20/20

Proposed Use: Finding of public convenience or necessity and permit to sell beer and wine for off-site consumption (ABC Type 20) within 9,111 square foot grocery store.

Hours of Operation: 7 days per week from 7:00 a.m. to 11:00 p.m.

Beer and Wine Display Area and Sales: Display of alcohol will not exceed 3% of gross floor area of the store. Alcohol sales are anticipated to represent less than 5% of overall store sales. There will be no single sales of beer or malt beverage cans or bottles. Beer, wine coolers and malt beverages will be sold in manufacturer pre-packaged multi-unit quantities only.

Security Measures: Surveillance cameras are located throughout the sales area as well as storage area. Employees go through corporate training for alcohol sales and must input date of birth into cash register to complete any alcohol transaction.

Average number of employees per shift: 3 – 8: 2 shifts per day

About Dollar General:
Dollar General Corporation is the nation's largest small-box discount retailer with nearly 15,000 locations in 41 states. Dollar General is publicly traded on the NYSE under the ticker symbol: DG. Dollar General ranks among the largest retailers of top-quality brands made by America's most-trusted manufacturers, such as Procter & Gamble, Kimberly Clark, Unilever, Kellogg's, General Mills and Nabisco. Dollar General's goal is to provide customers a better life and employee's opportunity and a great working environment.

Dollar General stands for convenience, quality brands and low prices. Dollar General's successful prototype makes shopping a truly hassle-free experience. Dollar General designs small neighborhood stores with carefully edited merchandise assortments to make shopping simpler. We don't carry every brand and size, just the most popular ones.

Shopping at Dollar General saves consumers time by staying focused on life's simple necessities: bread, milk, eggs, soup, cereal, coffee, sodas, laundry detergent, paper towels, soap, shampoo, socks and underwear as well as alcohol. The average Dollar General customer completes their shopping trip in less than 10 minutes.
September 03, 2020

Doug Lofton
Yuba County Government Center
915 8th Street, Suite 109
Marysville, CA 95901

Our File Number: 8270839
Regarding: AB 2167

Dear Board Chairman Doug Lofton:

Thank you for your recent correspondence to Commissioner Ricardo Lara regarding AB 2167. In view of the subject matter, he has asked this bureau to respond.

We appreciate your taking the time to express your support for AB 2167. The legislator has decided that this bill will not advance. You may view the action at the following link:

http://leginfo.legislature.ca.gov/faces/billHistoryClient.xhtml?bill_id=201920200AB2157

We hope the information is helpful. If we can assist you in the future with an insurance problem or provide information, please contact us through the e-mail system or you may reach the Consumer Communications Bureau at 1-800-927-4357.

Sincerely,

Sean Liang
Senior Insurance Compliance Officer
Phone: 213-346-6864
Email: Sean.Liang@insurance.ca.gov

Please refer to our file number when responding.
September 3, 2020

TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you, with a Notice of Findings regarding the petition to list the Pacific leatherback sea turtle (*Dermochelys coriacea*) as endangered under the California Endangered Species Act. This notice will be published in the California Regulatory Notice Register on September 4, 2020.

Sincerely,

Jenn Greaves
Associate Governmental Program Analyst

Attachment
Would you please forward the following letter to each member of the Board of Supervisors, the County Health Officer, County Council, as well as any others as is prudent?

Dear Members of the Yuba County Board Of Supervisors,

On March 10th 2020 the board unanimously adopted resolution 2020-24 which declared and ratified a local health emergency in Yuba County. The resolution states:

"The Yuba County Board of Supervisors does hereby find the conditions of extreme peril to the safety of persons residing in the County of Yuba has arisen within the County caused by the COVID-19 pandemic, also causing a severe drawdown of Yuba County resources as a result of tracking of "Persons Under Investigation". These conditions are beyond the control of the services, personnel, equipment, and facilities of the County of Yuba".

California's Government Code (GOV) section 8630 subsection (a) provides the authority for the county government agency to declare a local emergency and GOV 8558 (c) defines a local emergency and its requisites. One of those requisites is conditions of "extreme peril" that are or likely to be "beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat". The boards resolution meets these statutory requirements based on what conditions were at the time it was written.

Six months have now passed and conditions have since changed. On May 12, 2020 the county health officer attested that the county had sufficient resources to meet an increase in COVID-19 activity. This included having the sufficient means for contact tracing ie. tracking of "Persons Under Investigation". Attached to the attestation was a letter in support from your board. It also stated that there were sufficient measures in place which would allow the county to manage a surge in cases.

As such, a requisite condition by which the local emergency was declared by the board no longer exists and termination of the local emergency needs to be proclaimed.

GOV 8630(d) states: The governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant.

I understand that there are financial aspects associated with declaring the local emergency. I cannot say whether or not those will change due to termination. I'm sure there are many pros and cons to termination that I have no knowledge of. What I do know, however, is that the situation never truly became an emergency "causing extreme peril" to the persons of the county. It is the preventive measures taken under the fear of it becoming an emergency that have caused "extreme peril".
For the above reasons as well as numerous others that I have not gone into, it is my request that you, as our elected officials, do the right thing and declare a termination of the local emergency with respect to COVID-19. Not only is this your legal obligation, it is also a moral one.

Thank you,

Nancy DeLoach

Wheatland, Ca 95692
Dear members of the Board Of Supervisors,

As a concerned citizen I ask the following:

In light of the opinion issued by Hon. William S. Stickman IV regarding US District Court Western District of Pennsylvania case 2:20-cv -677, what actions, if any, will be taken to address the nearly identical government orders currently imposed upon the citizens of this county/state?

In case you have not been informed, the opinion states that indefinite emergency orders requiring persons to stay-at-home unless engaging in specific allowed activities, that order business shut downs based upon designation of business type, or place limits on the number of persons who may attend gatherings ARE UNCONSTITUTIONAL.
This includes emergency orders which have been suspended in whole or in part.

The opinion opens the door for the filing of a myriad of lawsuits in areas with similar orders such as here in California. In fact, the Pennsylvania used California's orders for their model. One could expect numerous lawsuits to be filed throughout our state. This would include filings on a more local level as counties and cities have also issued similar orders in conjunction with those of our governor.

For your convenience I have provided a link for accessing the full opinion.

https://drive.google.com/file/d/1FL3Y1kDPricSINHlym0IVIw9hdsymZmx/view

Thank you for your prompt attention to this matter,

Nancy DeLoach
Wheatland, CA 95692

Please distribute this letter to all board members as well as any other persons as you see fit. Thank you.