

BOARD OF SUPERVISORS

AMENDED AGENDA

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



Agenda materials are available at the Yuba County Government Center, 915 8th Street, Marysville and www.co.yuba.ca.us. Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

MAY 6, 2014

1:00 P.M. YUBA COUNTY WATER AGENCY

3:30 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

ADDENDUM TO AGENDA – ADD ITEM B. EMERGENCY SERVICES TO CONSENT AGENDA

6:00 P.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard.

I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Vasquez

II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker

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

A. Clerk of the Board of Supervisors

1. (165-14) Approve minutes from the meeting of April 22, 2014.

B. Emergency Services

2. (171-14) Adopt resolution proclaiming the existence of an ongoing local drought emergency in the County of Yuba.

IV. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.

V. **COUNTY DEPARTMENTS**

A. Administrative Services

1. (166-14) Approve the County's application, as the lead agency, to the Board of State and Community Corrections for re-allocation of SB81 Local Youthful Offender Rehabilitation Facilities Construction Funds; adopt resolution approving the actions necessary in support of the creation of a new Tri-County juvenile rehabilitation facility; approve a Joint Exercise of Powers Agreement defining relationship in support of the facility; nominate one Supervisor and one alternate to serve on the Tri-County Juvenile Rehabilitation Facility Oversight Committee and authorize the Chair to execute. (Fifteen minute estimate)

2. (167-14) Approve Memorandum of Understanding with US Department of Agriculture, Natural Resources Conservation Service for use of office space in the County Government Center for an onsite Soil Conservation Officer, and authorize the Chair to execute. (Ten minute estimate)

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

- A. (168-14) Letter from Pacific Gas and Electric Company regarding Narrow No. 2 Transmission Line Project, FERC Project No. 2678, Transmittal of Final License Application.

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

VIII. **CLOSED SESSION:**

- A. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - YCEA/County of Yuba
B. Personnel pursuant to Government Code §54957 - Public Employee Discipline/Dismissal/ Release
C. Personnel pursuant to Government Code §54957 - Public Employee Discipline/Dismissal/ Release

IX. **ADJOURN**

5:45 P.M. Finance and Administration Committee - (Supervisors Nicoletti and Griego - Alternate Supervisor Abe)

- A. (169-14) Consider agreement with Brian J. Davis for Public Defender services - County Administrator Office (Ten minute estimate)
B. (170-14) Consider agreement with Yuba Sutter Legal Center for small claims court litigant assistance - County Administrator (Ten minute estimate)

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

PUBLIC INFORMATION

AGENDA ITEMS: The opportunity of the public to be heard on an item shall be provided during the consideration of that item. In the interest of time, the Board has limited the length of such comment or input on each item to 15 minutes total, with a limit of no more than 5 minutes per person or group. The period for public comments on a particular item may be extended upon a majority vote of the Board. These time limits do not apply to applicants appearing before the Board on behalf of their applications.

ACTION ITEMS: All items on the Agenda under the headings "Consent," "County Departments," Ordinances and Public Hearings," "Items of Public Interest," and "Closed Session," or any of them, are items on which the Board may take any action at this meetings.

PUBLIC HEARINGS: All members of the public shall be allowed to address the Board as to any item which is noticed on the Board's agenda as a public hearing. The Board has limited each person or group input to no more than 3 minutes. Any person or group may provide the Board with a written statement in lieu of or in supplement to any oral statement made during a public hearing. Written statements shall be submitted to the Clerk of the Board.

ORDINANCES: Ordinances shall not be passed within five days of their introductions, nor at other than a regular meeting or at an adjourned regular meeting. The Board of Supervisors will address ordinances at first readings. The public is urged to address ordinances at first readings. Passage of ordinances will be held at second readings, after reading the title, further reading is waived and adoption of the ordinance is made by majority vote. An urgency ordinance may be passed immediately upon introduction. The Board reserves the right to amend any proposed ordinances and to hold a first reading in lieu of a second reading.

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

SCHEDULED LUNCH BREAK: Between the hours of 12:00 noon and 1:00 p.m. and at the discretion of the Chair, the Board will recess one hour for lunch.

SPECIAL MEETINGS: No public comment shall be allowed during special meetings of the Board of Supervisors, except for items duly noticed on the agenda.

End



CONSENT
AGENDA

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The County of Yuba

B O A R D O F S U P E R V I S O R S



APRIL 22, 2014 – MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:32 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe and Hal Stocker. Also present were County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Nicoletti presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Stocker
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – All present
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

MOTION: Move to approve MOVED: Hal Stocker SECOND: Andy Vasquez
 AYES: Hal Stocker, Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe
 NOES: None ABSENT: None ABSTAIN: None

A. Clerk of the Board of Supervisors

1. (160-14) Appoint Steve Wigley to the Library Advisory Commission as the District One Representative with a term ending date of December 31, 2014. Approved.
2. (161-14) Appoint David Pietz to the Peoria Cemetery District for a term to end August 13, 2017. Approved.

B. Community Development and Services

1. (162-14) Adopt resolution authorizing Yuba County Community Development and Services Agency Director or his designee to complete the purchase of single family residences APN 021-281-020, 021-322-002, 021-024-007, 021-073-002, and 021-051-011 as part of the Neighborhood Stabilization program and execute all documents needed for completion of purchase, rehabilitation, reconstruction, and resale. Adopted Resolution No. 2014-27, which is on file in Yuba County Resolution Book No. 45.

C. Human Resources and Organizational Services

1. (163-14) Adopt resolution amending the Departmental Position Allocation schedule as it relates to the Project Manager - Limited Term effective May 1, 2014. Adopted Resolution No. 2014-28, which is on file in Yuba County Resolution Book No. 45.

D. Sheriff-Coroner

1. (164-14) Approve agreement with Yuba County Water Agency for law enforcement services for the limited term of May 15, 2014 through September 15, 2014 and authorize the Chair to execute same. Approved.

IV. PUBLIC COMMUNICATIONS: No one came forward.

V. COUNTY DEPARTMENTS

A. Administrative Services

1. (150-14) Approve sublease agreement between Continental Pacific Lumber Industries and Cali Shine Distillery Company, for property located at 5216 Arboga Road, and authorize Chair to execute same. (Continued from April 15, 2014) (Public Facilities Committee recommends approval) (Fifteen minute estimate) Director Doug McCoy and Airport Manager Mary Hansen recapped the sublease agreement, property affected, and lease term, and responded to Board inquiries.

MOTION: Move to approve MOVED: Andy Vasquez SECOND: Roger Abe
AYES: Andy Vasquez, Roger Abe, John Nicoletti, Mary Jane Griego, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

VI. ORDINANCES AND PUBLIC HEARINGS: The clerk read the disclaimer.

- A. (153-14) Hold public hearing, waive reading, and adopt ordinance adding Article 5 to Chapter 2.50 authorizing the Purchasing Agent to perform all acts necessary regarding the acquisition of real property where the purchase price does not exceed \$150,000.; and make finding the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA). (Second Reading) (Ten minute estimate) Chairman Nicoletti opened the public hearing. No one came forward.

MOTION: Move to close the public hearing, waive reading and adopt ordinance
MOVED: Roger Abe SECOND: Andy Vasquez
AYES: Roger Abe, Andy Vasquez, John Nicoletti, Mary Jane Griego, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

Adopted Ordinance No. 1532, which is on file in Yuba County Ordinance Book No. 24.

- B. (154-14) Hold public hearing, waive reading, and adopt ordinance amending Chapters 13.00.030, 13.00.042, 13.00.052, 13.00.056 and 13.00.060 of the Yuba County Ordinance Consolidated Fee Ordinance Code for Administrative Services, Clerk Recorder, Health Services, and Treasurer; and make finding the ordinance is statutorily exempt from the California Environmental Quality Act (CEQA). (Second Reading) (Ten minute estimate) Chairman Nicoletti opened the public hearing. No one came forward.

MOTION: Move to close the public hearing, waive reading and adopt ordinance

MOVED: Roger Abe SECOND: Andy Vasquez
AYES: Roger Abe, Andy Vasquez, John Nicoletti, Mary Jane Griego, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

Adopted Ordinance No. 1533, which is on file in Yuba County Ordinance Book No. 24.

VII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Griego:

- Memorial Adjournments: Ms. Mary "Beth" Denny, Mr. Carl Kilgore, Mr. Allan Stirnaman, Mr. Robert Frampton, and Mr. Carl Jorgensen

Supervisor Abe: Wheatland Lions Club Easter Egg hunt and activities April 18 - 19, 2014

Hal Stocker: Easter Egg Hunts

Supervisor Nicoletti:

- Yuba Sutter Transit Authority meeting held April 17, 2014
- Bi-County Mental Health Committee meeting Friday, April 25, 2014
- Memorial Adjournments: Mr. Benjamin "Benny" Bramer and Mr. Robert "Bob" Morrell

County Administrator: Tri-County Juvenile Hall Joint Power Agreement with Sutter and Colusa Counties

VIII. CLOSED SESSION: The Board retired into Closed Session at 9:50 a.m. to discuss the following, and returned at 10:03 a.m. with all present as indicated above.

- A. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Claim Approved claim by unanimous vote.

IX. ADJOURN: 10:03 a.m. in memory of Ms. Mary "Beth" Denny, Mr. Carl Kilgore, Mr. Allan Stirnaman, Mr. Robert Frampton, Mr. Carl Jorgensen, Mr. Benjamin "Benny" Bramer and Mr. Robert "Bob" Morrell.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

By: Rachel Ferris, Deputy Clerk

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COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

ROBERT BENDORF
COUNTY ADMINISTRATOR
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

HOLLY POWERS
EMERGENCY OPERATIONS PLANNER

Board Memo

To: Board of Supervisors

Fr: Scott Bryan *SB*
Emergency Operations Manager

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

Date: May 6 , 2014

Recommendation:

The Board of Supervisors adopt a resolution proclaiming the existence of a local emergency due to the ongoing drought conditions.

Background:

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

Discussion:

With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. Therefore it is recommended that your Board reestablish declaration of a local emergency until the end of the incident period per (Govt. Code Section 8630 ©). This declaration of emergency will be reviewed and renewed no less than once every thirty days. Per (Govt. Code Section 8630(d)) this declaration of emergency shall be terminated as soon as reasonably possible.

Committee Action:

No committee action was taken due to time constraints.

Fiscal Impact:

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

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

IN REFERENCE TO:

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

RESOLUTION NO:

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

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

WHEREAS, the Yuba County Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of a local emergency due to a statewide drought; and

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

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Yuba, State of California, at the emergency meeting thereof on the _____, day of _____ 2014, by the following vote:

AYES:

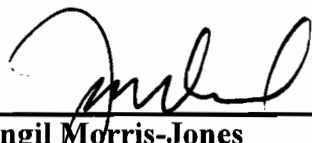
NOES:

ABSENT:

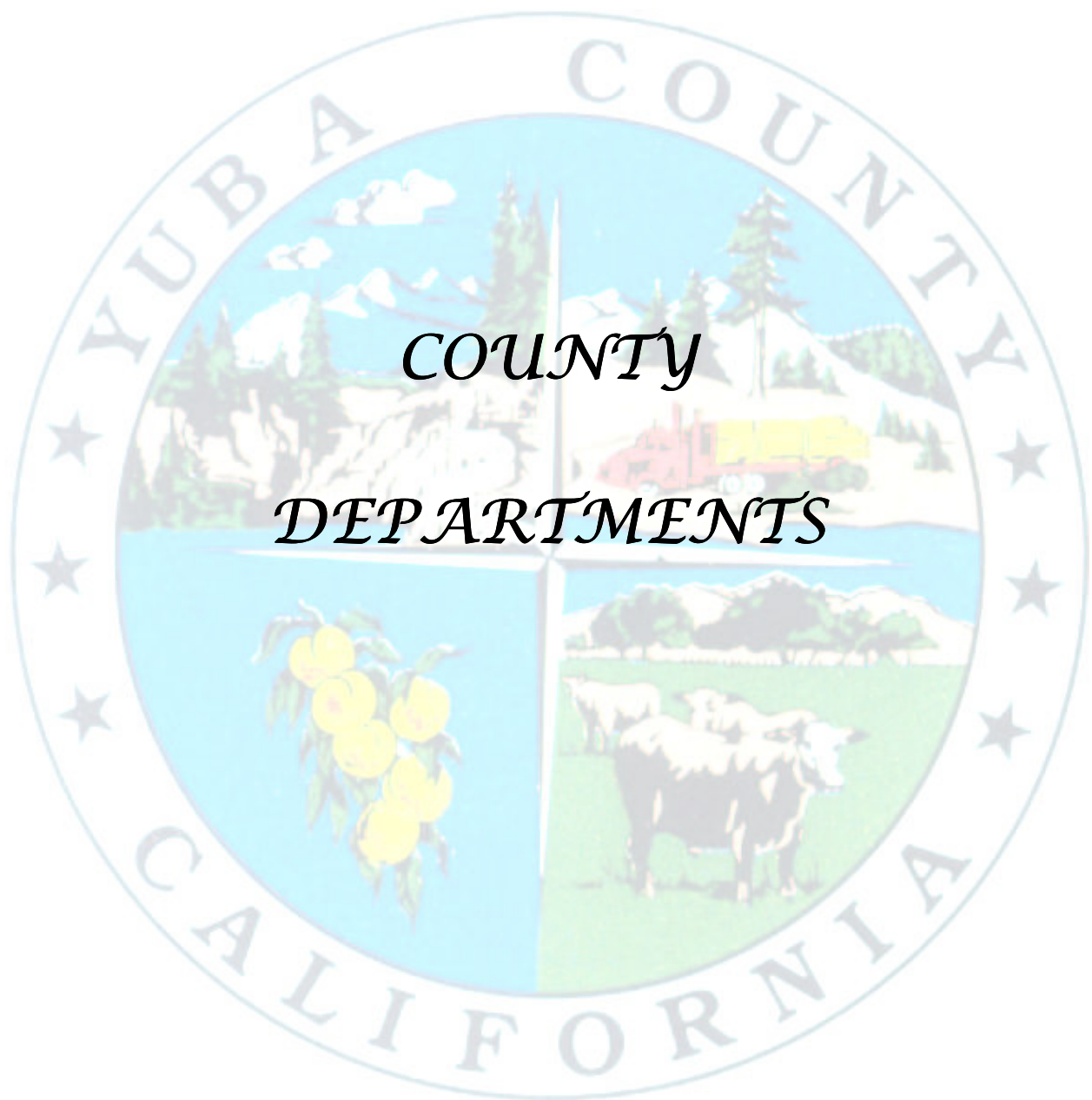
John Nicoletti
Chairman

ATTEST: DONNA SOTTLEYMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM



Angil Morris-Jones
COUNTY COUNSEL



COUNTY
DEPARTMENTS

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Yuba County Administrative Services

Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services *DM*
 Jim Arnold, Chief Probation Officer
Date: May 6, 2014
Re: Tri-County Juvenile Rehabilitation Facility

Recommendation

Recommend the Board approve the following actions in support of the creation of a new Tri-County Juvenile Rehabilitation Facility in Marysville:

- The Board approve and authorize the Board Chair to sign the County's application, as the lead agency, to the Board of State and Community Corrections for re-allocation of SB81 Local Youthful Offender Rehabilitation Facilities Construction Funds
- The Board approve the attached resolution
- The Board approve the attached Joint Exercise of Powers Agreement to define the new relationship in support of the new Tri-County Juvenile Rehabilitation Facility
- And the Board nominate one Supervisor and one Alternate to serve on the Tri-County Juvenile Rehabilitation Facility Oversight Committee.

Background / Discussion

Yuba County has been operating the Juvenile Hall facility for many years. In 1976, Sutter County acquired 50% of the property and the two counties have been operating the Juvenile Hall as a bi-county facility since that time. The facility was originally built in 1947, and the latest addition completed in 1976. The configuration of the current facility will not meet State standards taking effect in 2017.

The facility houses youth from Yuba and Sutter and also houses kids from other jurisdictions based upon bed availability and by contractual relationship.

In November of 2010, Colusa County was awarded SB81 Local Youthful Offender Rehabilitation Facilities Grant to construct a new juvenile facility. The three jurisdictions mutually determined there was greater benefit to all by creating a tri-county facility. So after a great deal of effort by our local legislators in November of 2013, SB365 reallocated those funds to Yuba County to serve as the lead agency to coordinate building the new Tri-County Juvenile Rehabilitations Facility.

The Board of State and Community Corrections has made a preliminary award of these reallocated funds to Yuba County, but is waiting additional information before final approval. The next scheduled BSCC meeting is May 8th. At that meeting they require us to appear with the items presented in this action: a Resolution supporting the project; a new JPA that governs the new facility; and a revised scope of the project and an assessment of need.

The County will need to make a funding match as part of the project, and it is anticipated a large portion of that match will come in the form of the land the County currently owns as the construction site; the former site of the old South Annex facility on 14th Street. An appraisal of this property is currently underway and we expect a report about mid-May.

Committee Action

Due to the time sensitivity of needing to go before the BSCC Board on May 8th, we have bypassed the Public Facilities Committee in order to bring these items to the full Board for consideration.

Fiscal Impact

Fiscal impact at this point is minimal (appraisal cost, etc.). While we are very early in the process, and design work has not yet begun, we expect total project cost to be in the neighborhood of \$7.0 to \$8.0 million. After the State grant of \$5,655,740, the remainder would be split among the three Counties.

Ongoing operational cost will be split among the three parties based on a percentage allocation, and Yuba County's relative contribution will be reduced by 10%.

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

**RESOLUTION APPROVING
THE ACTIONS NECESSARY IN SUPPORT
OF THE CREATION OF A NEW TRI-
COUNTY JUVENILE REHABILITATION
FACILITY IN MARYSVILLE**

RESOLUTION NO. _____

WHEREAS, the County of Yuba has operated the Juvenile Hall facility for over 60 years and since 1976, the Counties of Yuba and Sutter have held joint ownership and responsibility, operating the facility as a bi-county facility; and

WHEREAS, currently the facility primarily serves detainees from Yuba & Sutter Counties, but also serves Colusa and other Counties based on availability; and

WHEREAS, In November 2010, Colusa County received SB81 Local Youthful Offender Rehabilitation Facilities Construction lease revenue bond financing to develop a new juvenile facility, and through SB365 these funds have been redirected to Yuba County; and

WHEREAS, Yuba, Sutter, and Colusa Counties have mutually determined it is advantageous for the three Counties to use this funding for the construction a Tri-County Juvenile Rehabilitation Facility to replace major portions of the existing Juvenile Hall that do not comply with current and upcoming regulatory requirements; and

WHEREAS, the next step in the application process as directed by the Board of State and Community Corrections for the completion of this transfer of lease revenue bond financing monies, the Yuba County Board of Supervisors shall pass a resolution of support, authorize a new Joint Powers Agreement, and affirm their support of the project; and

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors hereby makes the following findings:

- The Yuba County Board of Supervisors hereby affirms its general support of the Tri-County Juvenile Hall project;
- The Board must appoint certain County employees to be holders of certain roles in the project process, and hereby appoints:
 - The current Board Chair to be the authorized county official to sign the

- Applicant's Agreement and submit the proposal for funding.
 - Doug McCoy, Director of Administrative Services as the Construction Administrator
 - Andrea Armstrong, Purchasing and Contracts Administrator and the Project Financial Officer
 - Doug McCoy, Director of Administrative Services as the Project Contact Person
- The County hereby assures that it will adhere to state requirements and terms of the agreements between the County, the California Department of Corrections and Rehabilitation, the Board of State and Community Corrections and the State Public Works Board in the expenditure of state funds and county match funds.
- The County shall assure it will appropriate after conditional project award but before state/county funding agreements, the amount of match identified by the County on the funding Proposal Form submitted to the Board of State and Community Corrections; will identify the source of cash match when appropriated as the appropriate sum, and assures that state and cash matching funds do not supplant (replace) funds otherwise dedicated or appropriated for construction activities.
- The County assures that the County will fully and safely staff and operate the facility that is being constructed (consistent with Title 15, California Code of Regulations) within ninety (90) days after project completion.
- The County shall provide site assurance for the county juvenile facility at the time of proposal or not later than ninety (90) days following the Board of State and Community Corrections 's notice of intent to Award: that the County has project site control through fee simple ownership of the site, and right of access to the project sufficient to assure undisturbed use and possession of the site, and will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site of facility subject to construction, or lease the facility for operation to other entities, without permission and instructions from the Board of State and Community Corrections, for so long as State Public Works Board Lease-Revenue Bonds secured by the financed project remain outstanding. The County shall also attest it has satisfied all site acquisition land cost, for the proposed new or expanded juvenile facility.

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- The County shall hereby approve the attached Joint Exercise of Powers Agreement (JPA) between each of the three partner counties.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2014 by the following vote:

AYES:

NOES:

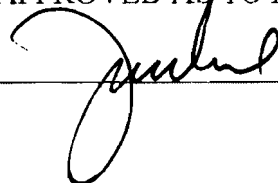
ABSENT:

ABSTAIN:

JOHN NICOLETTI, CHAIR
BOARD OF SUPERVISORS

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

ANGIL P. MORRIS-JONES
Yuba County Counsel
APPROVED AS TO FORM:



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JOINT EXERCISE OF POWERS AGREEMENT

May 6, 2014

By and Between

The COUNTY OF YUBA,

And

The COUNTY OF SUTTER

And

The COUNTY OF COLUSA

FOR THE ESTABLISHMENT AND OPERATION OF THE
TRI-COUNTY REGIONAL JUVENILE REHABILITATION FACILITY

**JOINT EXERCISE OF POWERS AGREEMENT FOR THE
ESTABLISHMENT AND OPERATION OF THE
TRI-COUNTY REGIONAL JUVENILE REHABILITATION FACILITY**

This agreement entered into on the _____th day of _____ 2014, by and between the County of Yuba ("Yuba"), the County of Sutter ("Sutter"), and the County of Colusa ("Colusa"), each being a political subdivision of the State of California.

WHEREAS, on September 23, 1975, pursuant to Sections 850 et. seq., of the California Welfare and Institutions Code, the Counties of Yuba and Sutter entered into a Joint Powers Agreement for the Establishment and Operation of a Bi-County Juvenile Hall facility located at 1023 14th Street, Marysville, California;

WHEREAS, the agreement has not been terminated and remains in full force and effect subject to three amendments which occurred on July 1, 1978, February 28, 1984, and August 17, 1987, respectively. (A copy of the September 23, 1975, agreement and the three amendments thereto, are attached hereto as Attachment 1 and incorporated herein by this reference);

WHEREAS, the agreement provides that it may be terminated at any time upon the mutual agreement and Yuba and Sutter Counties;

WHEREAS, the County of Colusa has been awarded \$5,655,740 in conditional SB 81 Local Youthful Offender Rehabilitation Facilities Construction Funds by the Board of State and Community Corrections ("BSCC") which, pursuant to Senate Bill N. 365, Chapter 627, SEC.3, WIC 1978, may be redirected to another county if the BSCC determines that such redirection will result in cost savings, regional efficiencies, improved outcomes, and enhanced services for minors;

WHEREAS, the Counties of Yuba and Sutter each possess an undivided fifty-percent (50%) ownership interest in the real property and improvements known as the existing Bi-County Juvenile Hall facility which is located at 1023 14th Street, Marysville, California, and which could be expanded to provide services to the Counties of Yuba, Sutter and Colusa;

WHEREAS, the Counties of Yuba, Sutter and Colusa believe that it would be in their respective best interests to utilize the conditional SB 81 funds to expand the existing Bi-County Juvenile Hall facility and convert it into the Tri-County Regional Juvenile Rehabilitation Facility which would provide services to Yuba, Sutter and Colusa Counties;

WHEREAS, on October 29, 2013, the Counties of Yuba, Sutter and Colusa made a joint request of the BSCC seeking permission to redirect the conditional SB 81 Local Youthful Offender Rehabilitation Facilities Construction Funds to what will become the new Tri-County Regional Juvenile Rehabilitation Facility and that request was approved by the BSCC at its meeting on November 14, 2013;

WHEREAS, in consideration of the permission granted by the BSCC, the Counties of Yuba, Sutter, and Colusa believe that it is in their respective best interests to enter into a Joint Exercise of Powers

Agreement for the Establishment and Operation of the Tri-County Regional Juvenile Rehabilitation Facility;

WHEREAS, each of the three entities are authorized to enter into such an agreement, in the manner contemplated herein, pursuant to section 870 of the California Welfare and Institutions Code and section 6502 of the California Government Code;

WHEREAS, the Counties of Yuba and Sutter believe that it would be in their mutual best interests to convert the current Bi-County Juvenile Hall facility into the new Tri-County Regional Juvenile Rehabilitation Facility and to replace the current Joint Powers Agreement for the Establishment and Operation of a Bi-County Juvenile Hall facility with a new Joint Exercise of Powers Agreement for the Establishment and Operation of the Tri-County Regional Juvenile Rehabilitation Facility which agreement would include the County of Colusa;

WHEREAS, the purpose of this agreement is to convert the current Bi-County Juvenile Hall facility into the Tri-County Regional Juvenile Rehabilitation Facility and to replace the Joint Powers Agreement for the Establishment and Operation of a Bi-County Juvenile Hall facility with this Joint Exercise of Powers Agreement for the Establishment and Operation of the Tri-County Regional Juvenile Rehabilitation Facility and further to authorize the County of Yuba to operate the new facility pursuant to the joint exercise of powers by the Counties of Yuba, Sutter, and Colusa.

NOW, THEREFORE, in consideration of the mutual promises in this agreement, Yuba, Sutter, and Colusa Counties agree as follows:

AGREEMENT

1. Effective upon approval by the respective Boards of Yuba, Sutter, and Colusa Counties, the Bi-County Juvenile Hall Facility is renamed and converted into the Tri-County Regional Juvenile Rehabilitation Facility and the Joint Powers Agreement for the Establishment and Operation of a Bi-County Juvenile Hall facility is replaced with this Joint Exercise of Powers Agreement for the Establishment and Operation of the Tri-County Regional Juvenile Rehabilitation Facility.

2. Upon approval, the management structure for the operation of the Bi-County Juvenile Hall facility is abolished and the new management structure for the operation of the Tri-County Regional Juvenile Rehabilitation Facility is established as set forth herein. Hereinafter, all duties, powers, obligations, entitlements, encumbrances, conditions, requirements and/or assurances applicable to the former Bi-County Juvenile Hall facility shall be assumed by the parties to this agreement.

3. On the effective date of this agreement, the County of Yuba will act as the lead agency for construction and operation of the new Tri-County Regional Juvenile Rehabilitation Facility, subject to the following terms and conditions:

I. OWNERSHIP OF THE FACILITY

- A. As joint owners of the Bi-County Juvenile Hall facility and the furniture, fixtures, and equipment thereon, (hereinafter collectively referred to as "the Property"), the Counties of Yuba and Sutter shall jointly execute a Grant Deed conveying an undivided twenty-percent (20%) interest in the Property to the County of Colusa. Yuba and Sutter Counties shall indemnify and hold harmless, the County of Colusa against any and all claims arising from any defect to the Property which existed at or before the time of transfer.
- B. As a result of the conveyance set forth above, the parties shall hold the following ownership interest in the Property:

40% ownership by Yuba;
40% ownership by Sutter;
20% ownership by Colusa.

Said ownership shall be as tenants in commons and the 40/40/20 ownership ratio shall be the formula by which ownership of any future improvements to the Property shall be calculated. Each party agrees to take whatever action is necessary in the future in order to preserve the 40/40/20 ownership ratio.

- C. Yuba County, acting as the lead agency in the operation of the facility, shall obtain, and keep in place, policies of insurance with coverage and limits sufficient to protect the ownership interests of the Counties of Yuba, Sutter and Colusa in the Property. The Counties of Yuba, Sutter and Colusa shall each be named an "additional insured" on each policy of insurance.
- D. In the event of termination of this agreement, Yuba County shall have the option to purchase the interests of Sutter and Colusa Counties in the Property for the fair market value of the Property on the date of termination, said fair market value to be determined by a certified appraiser selected by agreement of the Boards of Supervisors of Yuba, Sutter, and Colusa. If Yuba elects not to effect such purchase, Sutter shall have the option to purchase the interests of Yuba and Colusa in the Property on the same terms. If Yuba and Sutter both elect not to effect such purchase, Colusa shall have the option to purchase the interests of Yuba and Sutter in the Property on the same terms. If Colusa also declines, and the ownership interests are not required to revert to the State of California, a public auction shall be held to recoup any residual value from the Property with the proceeds divided according to the 40/40/20 ownership ratio.

II. OVERSIGHT AND STAFFING

- A. Lead Agency: Yuba County shall serve as the lead agency for the operation of the facility and shall act as the fiscal agent.

- i. The Yuba County Treasury is hereby designated as the depository for all facility funds and the Yuba County Treasurer is appointed to take and maintain custody of all funds received, regardless of source.
 - ii. The Yuba County Auditor is hereby appointed to act as the Auditor for the facility operation and shall also act as the Disbursing Agent.
 - iii. The Treasurer and Auditor shall perform such official duties as may be required from time to time with respect to the operation of the facility.
- B. Facility Superintendent: Subject to approval by the Sutter and Colusa County Boards of Supervisors, the County of Yuba, through its Chief Probation Officer, and after consultation with the Chief Probation Officers for the Counties of Sutter and Colusa, shall appoint a Facility Superintendent to manage the day-to-day operations of the facility. The Facility Superintendent shall be an employee of Yuba County and shall report directly to the Yuba County Chief Probation Officer. Should the position of Facility Superintendent become vacant, the Assistant Chief Probation Officer for Yuba County will fill the position on an interim basis until such time as a permanent replacement is appointed. The Facility Superintendent shall have the following duties and responsibilities:
- i. Supervise the daily operations of the facility and be responsible for developing rules and regulations for the operation, maintenance, and safekeeping of the facility.
 - ii. Under the supervision of the Yuba County Chief Probation Officer, act as the appointing authority for all employees assigned to the facility with the power to make decisions regarding the hiring, promotion, discipline, and termination of employees in accordance with the applicable Yuba County employment policies and labor agreements.
 - iii. Develop an annual "Fixed Cost Model" which identifies those operational expenses which will be classified as "Fixed Costs" pursuant to Section IV of this agreement and present that model to the Oversight Committee for review and approval.
 - iii. Develop a detailed recommended annual budget, which shall include all new position allocation requests, to be presented to the Oversight Committee for review and approval. Following approval by the Oversight Committee, the Facility Superintendent shall present the detailed recommended annual budget to the Sutter and Colusa County Boards of Supervisors as an informational item. The Facility Superintendent shall then submit the detailed recommended annual budget to the Yuba County Board of Supervisors for final approval.
- C. Facility Staff: Facility staff shall be Yuba County employees subject to all Yuba County employee rules and regulations. Neither the County of Sutter nor the County of Colusa shall have any direct or supervisory control over any Yuba County employee assigned to

the facility and no such employee shall have any claim or right to any compensation or benefit paid by either Sutter County or Colusa County to its employees. The Facility Superintendent, in consultation with the three Chief Probation Officers, shall, subject to the annual budget approval process, determine the appropriate staffing levels to achieve the following functional competencies:

- i. Program management and activities;
- ii. Staff supervision;
- iii. Development and implementation of new programs;
- iv. Financial oversight and reporting;
- v. Budget development and resource planning;
- vi. Financial analysis;
- vii. Grant applications and management;
- viii. Training as directed or mandated;
- ix. Background checks;
- x. Personnel/internal affairs investigations.

D. Oversight Committee: Oversight of the facility shall be conducted through an Oversight Committee which shall be comprised of one member of the Board of Supervisors for each of the three participating counties. Each county shall appoint one member and one alternate who shall be authorized to act in the absence of the appointed member. The Oversight Committee shall meet quarterly, or as mutually agreed by the membership, for the purpose of overseeing the management and operation of the facility in conjunction with the Administrative Policies and Procedures Manual. Action by the committee shall be upon a majority vote of the membership (unless a unanimous vote is otherwise required) and each member shall have one vote.

- i. The Oversight Committee shall review and approve, by unanimous vote, the Fixed Cost Model prepared by the Facility Superintendent.
- ii. The Oversight Committee shall review and approve, by unanimous vote, the detailed recommended annual budget prepared by the Facility Superintendent. It shall then make a recommendation to the Yuba County Board of Supervisors regarding approval of the annual budget.
- iii. The Oversight Committee shall review and approve, by unanimous vote, all new position allocation requests prior to the inclusion of those requests in the detailed recommended annual budget for the facility and ensure that each request complies with Yuba County policy.
- iv. The Oversight Committee shall establishment, on an annual basis, a per-bed/day rate pursuant to Section III, Paragraph A of this agreement.

- v. The Oversight Committee shall review and approve the cost of recurring, dedicated, tasks such as timekeeping and payroll calculation performed by facility staff and/or Yuba County Probation staff.
- vi. The Oversight Committee shall review and approve, by unanimous vote, any proposed upgrade or enhancement to the facility. It shall then make a recommendation to the Yuba, Sutter, and Colusa County Boards of Supervisors regarding such proposed upgrade or enhancement.
- vi. The Oversight Committee shall review and make a recommendation to the Yuba, Sutter, and Colusa County Boards of Supervisors on any matter which requires authorization by the Boards of Supervisors.

III. OPERATIONS AND PROGRAMS

- A. Bed Allocation: It is expected that upon completion of the planned expansion of the facility, there will be 48 available beds in three pods with an additional 15 beds in the Secure Housing Unit (the SHU) which will be available on a limited basis. Beds shall be allocated between the membership using the 40/40/20 division ratio set forth above which results in 19 beds being allocated to Yuba County; 19 beds being allocated to Sutter County; and, 10 beds being allocated to Colusa County. Each county shall be guaranteed its bed allocation and, should any county require additional beds, staff will make best efforts to accommodate the needs of that county. Subject to this previous commitment, beds not used by any of the three participating counties shall, if space and staffing permit, be deemed available for use by the wards of other, non-participating, counties. Such use shall be billed to the non-participating county at the per-bed/day rate established by the Oversight Committee. Funds collected therefrom shall be credited to the operation of the facility.
- B. Programs: Program delivery shall be conducted by the facility staff with oversight by the Facility Superintendent and the Oversight Committee. Any new program developed, or otherwise mandated, shall be assessed as to cost and efficacy and shall be approved by the Oversight Committee. Upon reviewing the program, the Oversight Committee shall identify the total cost of the program and shall obtain unanimous approval from the membership of the Oversight Committee. New program costs shall be shared between the member counties in the 40/40/20 ratio set forth above.
- C. Transportation: Transportation of juveniles shall be the responsibility of the county which placed the detainees in the facility. However, in medical emergencies, the minor shall be transported in the manner deemed appropriate by staff. In addition, members of the Camp may be transported to participate in Camp programming.

IV. OPERATIONAL EXPENSES

A. It is the intention of the parties that, in the operation of the facility, all expenses are to be shared between the parties in a fair and equitable manner. All expenses shall be divided between those which are 'fixed' and those that are 'flexible'. Yuba County shall issue a monthly report detailing both the Fixed and Flexible Costs in support of the allocations to each of the member counties.

i. Fixed Costs: Fixed costs are those expenses directly attributable to the operation of the facility that generally remain the same from month-to-month and are not driven or dependent upon facility population. Fixed costs shall be allocated to the three entities based upon their 40/40/20 ownership interest and shall be billed on a monthly basis. Fixed costs include, but are not limited to:

- a) Dedicated Facility Staff: Staffing costs shall include all personnel-related administrative costs including, but not limited to, sick time, vacation time, benefit costs, CalPERS, group insurance, workers' compensation, unemployment insurance, management life, and any other personnel-related expense.
- b) Recurring Costs: The cost of recurring, dedicated, tasks such as timekeeping and payroll calculation which shall be performed by staff or Yuba County Probation staff. These expenses shall be subjected to a time study and shall be included in the Fixed Cost Model approved by the Oversight Committee.
- c) Other Costs: All other fixed, facility-related, costs such as staff nursing care and basic medical overhead expenses such as Band-Aids, first aid, and non-prescription medication shall be time studied and treated as a fixed cost.

ii. Flexible Costs: Flexible costs are those expenses which fluctuate based upon population. Flexible costs shall be allocated quarterly on a pro-rata basis based on occupancy/bed days used by each entity in the previous 30-day period. Flexible costs include but are not limited to:

- a) Flexible staffing costs such as overtime, staff call-in costs, etc.;
- b) Utilities;
- c) Consumable supplies such as custodial supplies;
- d) Food and food preparation costs;
- e) Household expenses;
- f) Office Supplies;
- g) Operational supplies; and,
- h) Professional services to the extent needed.

iii. Medical Costs: Medical expenses attributable to specific detainees shall be charged to the individual county which placed the detainee in the facility. Said charges shall be invoiced on a monthly basis. Medical costs are inclusive of general medical needs,

behavioral (mental) health, and other health-related expenses required to care for the children in custody.

- a) Requests for medical care shall be provided through: 1) the Yuba County staff doctor; 2) a private provider; or, 3) as otherwise deemed necessary by the facility staff.
- b) Behavioral or mental health care shall be provided by Sutter-Yuba Mental Health Services in accordance with the current MOU. Currently, a Mental Health Therapist III is assigned full time to the camp and the related cost is part of the fixed cost allocation. A Mental Health Therapist I is available on call for the facility and the associated expenses shall be part of the flexible model and typically charged to the County responsible for the resident. However, these allocations are subject to change in the MOU and/or upon action by the Oversight Committee.

V. FACILITY/CAPITAL IMPROVEMENTS

- A. Any proposed facility upgrade or enhancement shall be reviewed and approved by the Oversight Committee. The Oversight Committee shall then make a recommendation to the Boards of Supervisors for the counties of Yuba, Sutter and Colusa.
- B. The costs for any approved facility upgrade or enhancement shall be shared by the parties based upon their 40/40/20 ownership interests unless otherwise agreed to by all parties.
- C. In mid-2014, it is anticipated that Yuba County will coordinate the construction of three 16-bed pod detention areas for a total of 48 beds. Funding will primarily be derived from a State Grant from the BSCC (which will have been redirected from Colusa County) supplemented by matching funds from both Yuba and Sutter Counties. Oversight of the project from design to construction will be done by Yuba County with the active participation and oversight of the Oversight Committee and the three County Chief Probation Officers.

4. Term: The term of this agreement shall begin on the final date of approval as agreed above, and continue for a 25 year term to coincide with the bonded indebtedness imposed by the BSCC grant awarded to fund the facility expansion in 2014/15. The agreement shall continue in force and effect after the expiration of said period, subject to the right of any party to terminate it after expiration of the 25 year initial term by written notice served upon the other parties at least two (2) years in advance of the proposed termination date. Notwithstanding anything in this agreement to the contrary, this agreement may be terminated at any time upon the joint agreement of Yuba, Sutter and Colusa Counties.

5. Insurance: Yuba County shall obtain and thereafter maintain during the term of this agreement, worker's compensation insurance, public liability and property damage insurance, including professional liability insurance, protecting Yuba, Sutter and Colusa, their respective officers, and agents,

and employees assigned to the facility, from claims for damages for bodily injury, including accidental death and property damage which may arise by reason of the operation and administration of the facility; and Property insurance against all risks of loss and name Sutter and Colusa Counties as loss payee. Said policy or policies shall be endorsed to include and name as additional insureds, Sutter and Colusa, their officers and employees while acting in the scope of their duties under this agreement; except with respect to Worker's Compensation and Professional Liability.

6. Liability: Except as provided for in paragraph 7, the parties hereto shall be responsible on a percentage basis, in accordance with their 40/40/20 ownership interest, for any liability arising out of the operation and administration of the facility and shall contribute that percentage to the payment of any obligation resulting from such liability to the extent not covered by insurance.

7. Indemnity: Each party to this agreement shall indemnify, defend, and hold the other parties and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by that party.

8. Amendments: This Agreement may be modified or amended only by a written document executed and approved by each parties Board of Supervisors.

9. Counterparts: This agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all counterparts together shall constitute one agreement.

IN WITNESS THEREOF, Yuba, Sutter, and Colusa counties, pursuant to resolutions duly passed by their respective Boards of Supervisors, have caused this agreement to be executed by their authorized officers on this _____ day of _____ 2014.

County of Yuba

Board Chair

ATTEST:
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Yuba County Counsel



County of Sutter


Board Chair

ATTEST:
Clerk of the Board of Supervisors

Lisa B...
Deputy



APPROVED AS TO FORM:
Sutter County Counsel

Win Mark

County of Colusa

Board Chair

ATTEST:
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Colusa County Counsel

Attachment 1

JOINT POWERS AGREEMENT
BETWEEN THE COUNTY OF YUBA
AND THE COUNTY OF SUTTER FOR
THE ESTABLISHMENT AND OPERA-
TION OF A BI-COUNTY JUVENILE
HALL.

THIS AGREEMENT, made and entered into on this 23rd day of September 1975 by and between the COUNTY OF YUBA ("Yuba") and the COUNTY OF SUTTER ("Sutter"), each of said parties being a political subdivision of the State of California,

WITNESSETH:

WHEREAS, pursuant to Sections 850 et seq. of the California Welfare and Institutions Code, each of Yuba and Sutter has heretofore provided and maintained a juvenile hall; and

WHEREAS, Yuba and Sutter believe that it would be in the best interests of their respective citizens to establish and operate a bi-county juvenile hall; and

WHEREAS, the establishment and operation of a bi-county juvenile hall in the manner contemplated by Yuba and Sutter is authorized by the provisions of Section 870 of the California Welfare and Institutions Code;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and promises set forth hereinafter, Yuba and Sutter hereby mutually agree as follows:

1. All of the obligations of Yuba and Sutter hereunder are subject to the prior approval of those certain grant applications dated January 16, 1975 (State Clearinghouse Numbers 75072881 and 75090892) filed by Yuba with the California Council on Criminal Justice pursuant to the Omnibus Crime Control and Safe Streets Act of 1968 (said applications are referred to collectively hereinafter as "the Grant Application").

2. Effective upon acceptance by Yuba and Sutter of the adequacy of the completion of the repairs and alterations referred to in Paragraph 5 hereinbelow (the date on which the later of such acceptances occurs being referred to hereinafter as "the Effective Date"), Yuba and Sutter shall maintain and operate, subject to the terms and conditions hereof, the Yuba-Sutter Bi-County Juvenile Hall.

3. On or before the date on which the Grant Application is approved:

(a) Yuba shall execute and deliver to Sutter a grant deed conveying an undivided one-half (1/2) interest in the real property and improvements thereon which comprise the present Yuba County Juvenile Hall, the legal description of such real property being as follows:

A parcel of land containing 1.46 acres more or less, situated in the City of Marysville, County of Yuba, State of California, and more particularly described as follows:

Beginning at a point in the centerline of 14th and Olive Streets, City of Marysville; thence West 320 feet along the centerline of 14th Street; thence North 05° 00' 00" West, 95.0 feet; thence North 37° 00' 00" East, 60 feet; thence North 39° 01' 20" East, 42.59 feet; thence North 45° 00' 00" East, 50.00 feet; thence East 230.00 feet to a point in the centerline of Olive Street; thence South 211.00 feet along the centerline of Olive Street to the point of beginning.

(b) Yuba shall execute and deliver to Sutter a bill of sale transferring an undivided one-half (1/2) interest in the fixtures, furniture and equipment used in the operation of the present Yuba County Juvenile Hall, a list of such items being set forth in Exhibit A hereto.

(c) Sutter shall pay to Yuba, in consideration of the property interests transferred pursuant to Paragraphs (a) and (b) above, cash in the amount of \$91,000, which sum is equal to the fair market value of said property interests as agreed upon by Yuba and Sutter for purposes of this Agreement.

4. Delivery of the grant deed and bill of sale pursuant to Paragraphs 3 (a) and 3 (b) notwithstanding, Sutter shall have no right to use or occupancy of the facilities comprising the Bi-County Juvenile Hall prior to the Effective Date.

5. As soon as practicable following transfer of the foregoing property interests and payment therefor, as provided in Paragraph 3, Yuba shall cause the preparation of plans and specifications to accomplish the repairs and alterations of the Bi-County Juvenile Hall in accordance with the general plan set forth in the Grant Application, and as soon as practicable thereafter shall cause such repairs and alterations to be made. Yuba and Sutter shall each pay one-half (1/2) of the amount by which (a) the sum of all costs attributable to the preparation of such plans and specifications and to the performance of such repairs and

alterations exceeds (b) the aggregate amount received pursuant to the Grant Application.

6. Costs of any and all capital improvements to the Bi-County Juvenile Hall made during the term of this Agreement, other than those referred to in Paragraph 5 above, shall be borne one-half (1/2) by Yuba and one-half (1/2) by Sutter.

7. Costs and expenses of operation and maintenance of the Bi-County Juvenile Hall from and after the Effective Date shall be borne one-half (1/2) by Yuba and one-half (1/2) by Sutter, subject to year-end adjustment as provided in Paragraph 10 below. Yuba shall be the county responsible for administration of the Bi-County Juvenile Hall, and all such costs and expenses of operation and maintenance shall be paid initially by Yuba. At the conclusion of each calendar month, Sutter shall pay to Yuba, in cash, its share of such costs and expenses.

8. The annual budget for the Bi-County Juvenile Hall and all major policies with respect to the administration thereof shall be formulated by the Bi-County Juvenile Hall Committee, which shall consist of two members of the Board of Supervisors of Yuba and two members of the Board of Supervisors of Sutter. Said committee shall meet at least once each year during the term of this Agreement and at any time on three (3) days' notice upon the demand of at least two members thereof.

9. It is contemplated that, on and after the Effective Date, the Bi-County Juvenile Hall will include facilities for 42 beds. Each of Yuba and Sutter is hereby guaranteed the right to have available to the wards of its respective Juvenile Court, at all times, 21 beds. Subject to such right, the Bi-County Juvenile Hall Committee may permit the facilities of the Bi-County Juvenile Hall to be utilized by wards of Juvenile Courts of other counties, such utilization to be in consideration of payment to the Yuba County Treasurer, for the account of the Bi-County Juvenile Hall, of the applicable bed/day rate for the period of such utilization. The bed/day rate shall be fixed by the Bi-County Juvenile Hall Committee at least once annually.

10. There shall be kept a continuous record of those occasions on which wards of the respective Juvenile Courts of Yuba and Sutter occupy more than 21 beds. At the end of each calendar year during the term of this Agreement, each of Yuba and Sutter shall pay to the other an amount equal to the number of such excess bed/days charged to it during the foregoing year, multiplied by the bed/day rate then in effect, as fixed by the Bi-County Juvenile Hall Committee.

11. The Bi-County Juvenile Hall shall be jointly operated by Yuba and Sutter, and shall be in charge of a superintendent who shall be selected and appointed by the Probation Officers of Yuba and Sutter, acting jointly. Subject to basic administrative policies formulated by the Bi-County Juvenile Hall Committee, the Probation Officer of Yuba shall have the power to supervise the Bi-County Juvenile Hall, to make necessary rules and regulations for its maintenance, operation, upkeep and safekeeping, to appoint the personnel employed at said Bi-County Juvenile Hall, and to do all things necessary and incidental to carry out the foregoing powers.

12. Yuba shall act as fiscal agent for the Bi-County Juvenile Hall. The Yuba County Treasurer is hereby designated as the depository of all funds of the Bi-County Juvenile Hall, and said Treasurer shall take and maintain custody of all funds received by the Bi-County Juvenile Hall from whatever source. Said Treasurer shall file an official bond in the amount of \$10,000, the premium for which bond shall be deemed an expense of operation of the Bi-County Juvenile Hall subject to the provisions of Paragraph 7 hereof. The Yuba County Auditor shall act as the auditor for the Department. Said Treasurer and Auditor shall perform such official duties that may be required from time to time with respect to the operation of the Bi-County Juvenile Hall.

13. For administration purposes, the personnel of the Bi-County Juvenile Hall shall be employees of Yuba.

14. Title to the real property, improvements, fixtures, furniture and equipment comprising the Bi-County Juvenile Hall (collectively, "the Property") shall be vested in Yuba and Sutter as tenants in common. Upon termination of this Agreement, Yuba shall have the option to purchase Sutter's interest in the Property from Sutter for a price equal to one-half (1/2) of the fair market value of the Property on the date of termination, said fair market value to be determined by a certified appraiser selected by agreement of the Boards of Supervisors of Yuba

and Sutter. If Yuba elects not to effect such purchase, Sutter shall have the option to purchase Yuba's interest in the Property on the same terms.

15. Not later than the Effective Date, each of Yuba and Sutter shall cause the other to be named as a co-insured or additional insured on all policies of insurance relating to its existing juvenile hall or to the Bi-County Juvenile Hall or to the Property or any portion thereof.

16. This Agreement shall be in force and effect for a period beginning on the date first set forth hereinabove and terminating twenty (20) years after the Effective Date, and shall continue in force and effect after the expiration of said period, subject to the right of either party to terminate it after expiration of such twenty (20) year period by written notice served upon the other party at least two (2) years in advance of the proposed termination date. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated at any time upon the mutual agreement of Yuba and Sutter.

17. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, Yuba and Sutter, pursuant to resolutions duly passed by their respective Boards of Supervisors, have caused this Agreement to be executed by their duly authorized officers on the date first set forth hereinabove.

ATTEST:

Ronald Coged
Clerk

COUNTY OF YUBA

By Ronald Anderson
Chairman

ATTEST:

Diane Rodriguez
Clerk

COUNTY OF SUTTER

By Joseph McFady
Chairman

The foregoing instrument is a correct copy
of the original on file in this office
ATTEST: PATRICIA M. STEWART
Clerk of the Board of Supervisors of the
County of Yuba, State of California

by Helen Brown
Deputy Clerk

Date June 28, 1982

FIRST AMENDMENT

THIS AMENDMENT, dated this first day of July, 1978, by and between the COUNTY OF YUBA ("Yuba") and the COUNTY OF SUTTER ("Sutter"), each of said parties being a political subdivision of the State of California, is a modification of that document dated September 23, 1975 between the parties hereto which document is entitled "JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF YUBA AND THE COUNTY OF SUTTER FOR THE ESTABLISHMENT AND OPERATION OF A BI-COUNTY JUVENILE HALL."

In consideration of the under-utilization of the Bi-County Juvenile Hall currently being experienced, and to increase said utilization thereby reducing the financial demands on each party hereto for support of said Bi-County Juvenile Hall, the parties hereto agree as follows:

1. Paragraph "7" of the subject document shall be modified to read in its entirety as follows:

"Yuba shall be the County responsible for administration of the Bi-County Juvenile Hall, and all costs and expenses of operation and maintenance shall be paid initially by Yuba. At the conclusion of each month, Sutter shall pay Yuba, in cash, its share of costs and expenses. Costs and expenses of operation and maintenance of the Bi-County Juvenile Hall from and after July 1, 1978, shall be computed quarterly, and be shared by the parties hereto as hereinafter set forth.

A. Costs and expenses of operation and maintenance of the Bi-County Juvenile Hall shall be divided into

688 452

"Basic Operation" costs and "Other" costs.

B. Basic Operation costs shall be divided equally by the parties hereto.

C. Other costs shall be divided such that the contribution of each party hereto to the total is defined as that portion of the total Other costs which is equal to the total Other costs multiplied by the ratio that county's occupant-days for that quarter bears to the total of Yuba and Sutter County occupant-days for that same quarter, subject, however, to the provision that no county's Other cost ratio shall be less than 25/100.

D. Basic Operation costs include, and are limited to, the following:

(i) Salary, plus costs of overtime and compensation for holidays and sick leave plus the expense of Public Employee Retirement System contributions and deductions, group insurance, management life insurance, workmen's compensation insurance, unemployment compensation insurance, and any other benefits for the basic staff. The number and makeup of the basic staff shall be determined from year to year by the Bi-County Juvenile Hall Committee.

(ii) Communications.

(iii) Maintenance of equipment and structures.

(iv) Travel and transportation.

(v) Utilities.

(vi) Facility insurance.

E. Other costs include, and are limited to, the following:

(i) Salaries and benefits of all employees other than the basic staff included under Basic Operations costs, which salaries and benefits include costs of overtime, holidays, sick leave, PERS contributions and deductions, group insurance, management life insurance, workmen's compensation insurance, unemployment compensation insurance, and all other benefits.

(ii) Household expenses.

(iii) Office expenses.

(iv) Professional and specialized services.

(v) Support and care of wards.

F. Any extra-help expense for basic staff positions and extra-help positions added to meet child-care ratio for minors committed by contracting counties will be shared as are Basic Operations expenses. Other extra-help for positions other than the aforementioned basic staff, will be financed as are Other costs.

G. All income from bed rentals to parties other than Yuba and Sutter, will be viewed as a cost reduction from the total budget, thereby allowing both counties to benefit from this potential outside income. Yuba is hereby authorized, on behalf of the Joint Powers Agency, to contract with other entities to receive detained minors in the Bi-County Juvenile Hall where space exists in excess

of the needs of Yuba and Sutter.

H. The Bi-County Juvenile Hall Committee will meet quarterly to determine, along with any other business, the costs and expenses contribution of each of Yuba and Sutter based on the past quarter's occupied bed days as hereinabove provided.

I. Any costs in addition to Basic Operations and Other costs set out above, are not now foreseen by the parties hereto, and are thus not included within the above definitions. Should additional costs be identified in the future, they shall be shared by the parties in a just and equitable manner, after good faith negotiation.

2. Paragraph "10" of the Joint Powers Agreement dated September 23, 1975 shall be deleted in its entirety.

3. Except for the amendments set out above, no other change in the Joint Powers Agreement of September 23, 1975 by and between the County of Yuba and the County of Sutter is intended by the parties hereto.

IN WITNESS WHEREOF, Yuba and Sutter, pursuant to resolutions duly passed by their respective Boards of Supervisors, have caused this First Amendment to be executed by their duly authorized officers on the dates set opposite their signatures herein below.

Dated; January 23, 1979 COUNTY OF YUBA

ATTEST:

R. C. E. C.
Clerk

By Harold J. G. G. G.
Chairman, Board of Supervisors

COUNTY OF SUTTER

ATTEST:

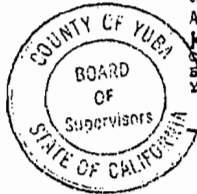
Lenna B. Smith
CLERK

By

Bernard Taylor
Chairman, Board of Supervisors

APPROVED AS TO FORM

[Signature]
YUBA COUNTY COUNSEL



The foregoing instrument is a correct copy of the original on file in this office.

ATTEST: FEB 5 '79

KARL A. COZAD

County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Yuba, State of California.

[Signature]
Deputy Clerk

Page five of FIRST AMENDMENT to JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF YUBA AND THE COUNTY OF SUTTER FOR THE ESTABLISHMENT
AND OPERATION OF A BI-COUNTY JUVENILE HALL.

SECOND AMENDMENT

THIS AMENDMENT, dated this 28th day of February, 1984, by and between the COUNTY OF YUBA ("Yuba") and the COUNTY OF SUTTER ("Sutter"), each of said parties being a political subdivision of the State of California, is a modification of that document dated September 23, 1975, between the parties hereto which document is entitled "JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF YUBA AND THE COUNTY OF SUTTER FOR THE ESTABLISHMENT AND OPERATION OF A BI-COUNTY JUVENILE HALL," and that document dated July 1, 1978, entitled "FIRST AMENDMENT."

In consideration of the difficulty which has arisen in providing medical services to detainees of the Bi-County Juvenile Hall following division of the Sutter and Yuba Health Departments, the parties do hereby agree as follows:

1. To the September 23, 1975, document, the following paragraph, to be designated 11a, shall be added:

Medical services necessary for the care and treatment of detainees of the Bi-County Juvenile Hall shall be provided by Yuba County through: (1) the Yuba County Health Department, or (2) by contract with the Sutter County Health Department, or (3) with private contractors, or (4) otherwise, all without regard for whether the detainee is a Yuba or Sutter County resident. Yuba County shall initially pay the cost of such care, subject to quarterly reimbursement by Sutter County for those costs of care for Sutter County detainees. Medical costs for intake physical exams and "general medical supplies" such as bandages, antiseptics, nonprescription medicines, first aid, small tools, etc., shall be divided in accordance with Paragraph 7.c of this Agreement as amended.

2. Except for the amendment set out above, no other change in the Joint Powers Agreement of September 23, 1975, and the First Amendment thereto of July 1, 1978, by and between the County of Yuba and the County of Sutter is intended by the parties to this amendment.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment to Agreement on the dates set opposite their signatures herein below.

COUNTY OF YUBA

By: Charles D. Carter

Chairman, Board of Supervisors

ATTEST: PATRICIA H. STEWART,
Clerk of the Board of Supervisors

Patricia H. Stewart

COUNTY OF SUTTER

By: Allen Eger

Chairman, Board of Supervisors

ATTEST: SUTTER COUNTY CLERK

Lorna L. Smith



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Darrell Larsen

DARRELL LARSEN, SUTTER COUNTY COUNSEL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Dennis A. Barlow

DENNIS A. BARLOW, YUBA COUNTY COUNSEL

-2-

The foregoing instrument is a correct copy
of the original on file in this office
ATTEST: PATRICIA H. STEWART
Clerk of the Board of Supervisors of the
County of Yuba, State of California

Patricia H. Stewart

Date

9-19-84

THIRD AMENDMENT

This Amendment, dated the 17th day of August, 1987, by and between the County of Yuba ("Yuba") and the County of Sutter ("Sutter"), each of said parties being a political subdivision of the State of California, is a modification of that document dated September 23, 1975, between the parties hereto which document is entitled "Joint Powers Agreement between the County of Yuba and the County of Sutter for the Establishment and Operation of a Bi-County Juvenile Hall," and those documents dated July 1, 1978, and February 28, 1984, entitled "First Amendment" and "Second Amendment."

Inasmuch as monies have been allocated to Yuba and Sutter Counties by the State of California pursuant to the County Correctional Facility Capital Expenditure Bond Act of 1986 (Juvenile Facilities) to fund capital improvements to the Bi-County Juvenile Hall, with said funds being allocated based on a pro-rata population formula resulting in unequal dollar allocations, the parties hereto agree as follows:

1. The following paragraph, to be designated 6a, shall be added to the September 23, 1975 document:

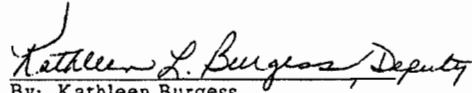
Costs of any capital improvement to the Bi-County Juvenile Hall made with funds allocated by the State of California pursuant to the County Correctional Facility Capital Expenditure Bond Act of 1986 (Juvenile Facilities) based on a pro-rata population formula shall be borne by Yuba and Sutter Counties in proportion to the funds allocated, and any County funding match requirement attached thereto.
2. Except for the amendment set out above, no other change in the Joint Powers Agreement of September 23, 1975, and the First Amendment thereto of July 1, 1978 and Second Amendment thereto of February 28, 1978, by and between the County of Yuba and the County of Sutter is intended by the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment to Agreement on the dates set opposite their signatures herein below.

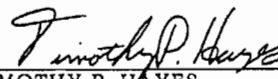
COUNTY OF YUBA:


 GEORGE DEVERAUX
 Chairman of the Board of Supervisors


ATTEST: DAVID DOLENAR
 Clerk of the Board of Supervisors


 By: Kathleen Burgess

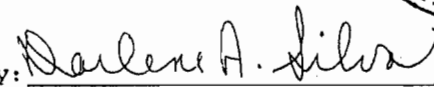
Approved as to form and legal sufficiency:


 TIMOTHY P. HAYES
 County Counsel


COUNTY OF SUTTER:


 ROBERT GALLAGHER
 Chairman of the Board of Supervisors

ATTEST: LONNA B. SMITH
 Clerk of the Board of Supervisors


 By: Darlene A. Silva
 DEPUTY

Approved as to form and legal sufficiency:


 DARRELL LARSEN
 County Counsel

DEPARTMENT OF CORRECTIONS AND REHABILITATION
CORRECTIONS STANDARDS AUTHORITY

**2007 LOCAL YOUTHFUL OFFENDER REHABILITATIVE
FACILITY CONSTRUCTION FUNDING PROGRAM
PROPOSAL FORM**

This document is not to be reformatted.

A: APPLICANT INFORMATION

COUNTY NAME Yuba County		AMOUNT OF STATE FUNDS REQUESTED \$ 5,655,740	
SMALL COUNTY (200,000 OR UNDER GENERAL COUNTY POPULATION) <input checked="" type="checkbox"/>	MEDIUM COUNTY (200,001 - 700,000 GENERAL COUNTY POPULATION) <input type="checkbox"/>	LARGE COUNTY (700,001+ GENERAL COUNTY POPULATION) <input type="checkbox"/>	

B: TYPE OF PROJECT

FACILITY NAME Tri-County Juvenile Rehabilitation Facility; Regional (Colusa, Sutter & Yuba Counties)			
NEW FACILITY <input type="checkbox"/>	EXISTING FACILITY <input checked="" type="checkbox"/>	FACILITY TYPE (JH, Camp, or other)	REGIONAL FACILITY <input checked="" type="checkbox"/>
STREET ADDRESS 1023 14 th Street			
CITY Marysville	STATE California	ZIP CODE 95901	

C: BRIEF PROJECT TITLE

Tri-County Juvenile Rehabilitation Facility FACILITY TYPE: JH

D. SCOPE OF WORK – JUVENILE FACILITY CONSTRUCTION (CHECK ONE)

<input type="checkbox"/> BUILDING NEW JUVENILE FACILITY	<input checked="" type="checkbox"/> ADDING BEDS AND ANCILLARY SPACE AT EXISTING FACILITY	<input type="checkbox"/> RENOVATION OF EXISTING FACILITY AND ADDING BEDS AND ANCILLARY SPACE	<input type="checkbox"/> RENOVATION OF EXISTING FACILITY OR ADDING ANCILLARY SPACE WITHOUT ADDING BEDS
WILL THE PROPOSED PROJECT BE USED TO REPLACE AN EXISTING FACILITY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			

E. NET BED GAIN OR LOSS, COUNTY-WIDE

If applicable, include the TOTAL # of CSA-rated beds and non-rated special use beds FROM ALL JUVENILE FACILITIES COUNTY-WIDE that will be added, eliminated or gained (lost) as a result of the project. (+BEDS ADDED -BEDS ELIMINATED =BEDS GAINED OR LOST)

MINIMUM SECURITY BEDS	No. of rated beds added 0	No. of rated beds eliminated 0	No. of rated beds gained or lost 0
MEDIUM SECURITY BEDS	No. of rated beds added 48	No. of rated beds eliminated 45	No. of rated beds gained or lost +3
MAXIMUM SECURITY BEDS	No. of rated beds added 0	No. of rated beds eliminated 0	No. of rated beds gained or lost 0
SPECIAL USE BEDS	No. of non-rated beds added 0	No. of non-rated beds eliminated 0	No. of non-rated beds gained or lost 0
COUNTY-WIDE TOTAL	No. of beds added 48	No. of beds eliminated 45	No. of beds gained or lost +3

F: APPLICANT'S AGREEMENT

By signing this proposal, the authorized person assures that: a) the county will abide by the laws, regulations, policies and procedures governing this funding, and b) certifies that the information contained in this Proposal Form, budget, narrative and attachments is true and correct to the best of his/her knowledge.

NAME AND TITLE OF PERSON AUTHORIZED BY THE BOARD OF SUPERVISORS' TO SIGN AGREEMENT (E.G., CHIEF PROBATION OFFICER, COUNTY ADMINISTRATIVE OFFICER, BOARD OF SUPERVISORS' CHAIR)

John Nicoletti, Chairman, Yuba County Board of Supervisors

AUTHORIZED PERSON'S SIGNATURE

DATE

April 24, 2014

DEPARTMENT

Yuba County Board of Supervisors

TELEPHONE NUMBER

530.749.7510

STREET ADDRESS

915 8th Street, Suite 109

FAX NUMBER

530.749.7353

CITY

Marysville

STATE

California

ZIP CODE

95901

E-MAIL ADDRESS

jnicoletti@co.yuba.ca.us

G: DESIGNATED COUNTY CONSTRUCTION ADMINISTRATOR

This person shall be responsible to oversee construction and administer the state/county agreements. (Must be county personnel, not consultants or contractors, and must be identified in the Board of Supervisors' resolution.)

COUNTY CONSTRUCTION ADMINISTRATOR (Name and title)

Doug McCoy, Director of Administrative Services

DEPARTMENT

Administrative Services Department

TELEPHONE NUMBER

530.749.7880

STREET ADDRESS

915 8th Street, Suite 119

FAX NUMBER

530.749.7884

CITY

Marysville

STATE

California

ZIP CODE

95901

E-MAIL ADDRESS

dmccoy@co.yuba.ca.us

H: DESIGNATED PROJECT FINANCIAL OFFICER

This person is responsible for all financial and accounting project related activities. (Must be county personnel, not consultants or contractors, and must be identified in the Board of Supervisors' resolution.)

PROJECT FINANCIAL OFFICER (Name and title)

Andrea Armstrong, Purchasing and Contracts Administrator

DEPARTMENT

Administrative Services Department

TELEPHONE NUMBER

530.749.7882

STREET ADDRESS

915 8th Street, Suite 119

FAX NUMBER

530.749.7884

CITY

Marysville

STATE

California

ZIP CODE

95901

E-MAIL ADDRESS

aarmstrong@co.yuba.ca.us

I: DESIGNATED PROJECT CONTACT PERSON

This person is responsible for project coordination and day-to-day liaison work with CSA. (Must be county personnel, not consultants or contractors, and must be identified in the Board of Supervisors' resolution.)

PROJECT CONTACT PERSON (Name and title)

Doug McCoy, Director of Administrative Services

DEPARTMENT

Administrative Services Department

TELEPHONE NUMBER

530.749.7880

STREET ADDRESS

915 8th Street, Suite 119

FAX NUMBER

530.749.7884

CITY

Marysville

STATE

California

ZIP CODE

95901

E-MAIL ADDRESS

dmccoy@co.yuba.ca.us

A. COST SUMMARY

Indicate the amount of state funds requested and the amount of cash match and in-kind match the county is contributing in defining the total eligible project cost. The amount of state funds requested cannot exceed 75% of the total eligible project cost or the specified state dollar amounts as shown in the table below, whichever is the smaller amount. As an exception to this, small counties only may request a reduction of in-kind match. In such instance the amount of state funds requested may exceed 75% of the total eligible project cost, without exceeding the small county set-aside and must be used only for eligible construction costs. (Any county meeting the minimum cash match requirement will receive points for cash match; greater points will be given to those projects with more cash match when computed as a percentage of the total state funds requested.)

FUND SOURCE	AMOUNT	% OF TOTAL
State Funds Requested: (May not exceed: \$35,000,000 for large and medium counties or \$30,000,000 for small counties)	\$ 5,655,740	68.70%
Cash Match: (large counties - 10% minimum) (small & medium counties - 5% minimum)	\$ 2,571,232	31.30%
In-Kind Match*: (large counties – 15% maximum) (small & medium counties - 20% maximum*)	\$ 0	0.00%
TOTAL ELIGIBLE PROJECT COST:	\$ 8,226,972	100 %

***SMALL COUNTIES REQUESTING MATCH REDUCTION:**

Counties under 200,000 in population may petition the Corrections Standards Authority (CSA) Board for a reduction in the percentage of in-kind match contribution. (Small counties must still contribute a minimum of 5% cash match.) Counties may submit a petition with their proposal and request that their petition go before the CSA Board at the next possible Board meeting date.

If your county will be petitioning the CSA Board for a reduction in in-kind match, please check box below and provide the requested details.

- ☐ Please state your in-kind match reduction needs (percentage of reduction) and request, including the request for the petition to be heard at the next possible CSA Board meeting:

B. BUDGET SUMMARY

Consistent with the Cost Summary in Section 2, indicate the amount of state funds, cash match and in-kind match allotted to each budget category. In the space below the table, provide a brief explanation of the budget line items which can continue onto the next page as needed.

LINE ITEM	STATE FUNDS	CASH MATCH	IN-KIND MATCH
1. Construction (No moveable Equipment/Furnishings)	\$ 5,655,740	\$ 1,795,160	\$ 0
2. Architectural		\$ 596,072	\$ 0
3. CEQA		\$ 50,000	\$ 0
4. Construction Management		\$ 130,000	\$ 0
5. Audit of Grant			\$ 0
6. Site Acquisition (Cost or Current Fair Market Value)			\$ 0
7. Needs Assessment			\$ 0
8. County Administration			\$ 0
9. Transition Planning			\$ 0
SUB TOTALS:	\$ 5,655,740	\$ 2,571,232	\$ 0

STATE FUNDS + CASH MATCH + IN-KIND MATCH = TOTAL ELIGIBLE PROJECT COST
\$ 8,226,972

For each budget line-item above (1 through 9) that indicates an amount being claimed, provide a brief detailed description of how the budgeted amounts (state funds and match dollars) have been determined or calculated. Include whether the amount is based on an estimate (identify the basis for the estimate) or actual costs already incurred; whether escalation and/or contingency are included; whether the services will be or have already been performed by either a consultant, other professional

services, or county staff; the basis for site acquisition costs and whether those costs claimed are based on a current fair market value appraisal or recent land purchase documentation; and, the basis for county administration or transition planning costs, only including the county's estimated staff time (salaries and benefits) on project-related activities. (Note: a) each line item amount should be directly linked to the proposed scope of work, and b) costs for ineligible items as specified in the RFP should not be included in the above amount of state funds, cash match and in-kind match.) Please use the space below to explain.

Determination of Budgeted Amounts:

1. Construction. The \$7,450,900 allotted for construction is an estimate of probable costs based on the preliminary architectural program for the proposed facility; includes building construction, site preparation and site work, fixed FF&E and a design/construction contingency with escalation to mid-point of construction.
2. Architectural Fees. Allowance of \$596,072 to complete architectural services; performed by an outside professional consultant. The allowance was calculated at 8% of construction costs based on the repetitive nature of the housing units.
3. CEQA. Allowance based on allowances for similar projects when the extent of the environmental consulting services is unknown. The environmental consulting services will be provided by an outside consultant.
4. Construction Management. Allowance based on project management/construction management services for similar sized detention projects. The project management/construction management consulting services will be provided by an outside consultant.


Prior to completing this timetable, the county must consult with all appropriate county staff (e.g., county counsel, general services, public works, county administrator, etc.) to ensure that dates are achievable and that the county has reviewed the state agreement requirements portions of the RFP, including project scope and timeline impact due to the State Public Works Board process. Complete the table below indicating start and completion dates for each key event, and including comments if desired. Construction must be complete within three years from Notice to Proceed, and occupancy must occur within 90 days of construction completion.

KEY EVENTS	START DATES	COMPLETION DATES	COMMENTS
Schematic Design with Operational Program Statement	3/9/2015	9/11/2015	Start date subject to execution of contract with the state; 30 day review and response.
Design Development with Staffing Plan	11/16/2015	4/1/2016	30 day review and response.
Staffing/Operating Cost Analysis	3/9/2015	4/1/2016	Begins with project start to "drive" design process.
Construction Documents	6/6/2016	12/16/2016	
Construction Bids	6/16/2016	8/18/2017	
Notice to Proceed	8/21/2017	10/27/2017	
Construction	11/27/2017	3/27/2020	16 month construction.
Occupancy	3/30/2020	5/29/2020	2 months; phased occupancy.



Administrative Services Memorandum

Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services 
Louis Mendoza, Ag Commissioner
Date: May 6, 2014
Re: MOU with the USDA

Recommendation

Approve the attached Memorandum of Understanding with the Natural Resources Conservation Service of the US Department of Agriculture for use of office space in the County Government Center for the purposes of having a Soil Conservation Officer on site.

Background

Customers of the County Ag Department often have a need for advice from the USDA on soil issues. Up until now, Ag has had to refer them to the USDA office in Yuba City to get answers to their questions.

Administrative Services, the Ag Commissioner, and the USDA folks have identified a small space of 241 square feet in the Government Center's former Print Shop area for this officer to provide a presence here in Yuba County. This will allow our Ag Department to better serve our agricultural customers.

Discussion

The MOU proposes to provide the space at no cost, but the square footage will be added to that of the Ag Department. Through the cost allocation process this will allow costs for provision of space to be allocated appropriately. The USDA has also agreed to reimburse the County for their share of an internet connection.

Committee Action

The hope is to get the Soil Officer in place by the beginning of June, so due to the time sensitivity we have brought this item directly to the Board for consideration.

Fiscal Impact

There is no direct fiscal impact to the General Fund. The USDA will reimburse the County for a portion of their internet connection, and any space cost will be captured through changing the Ag Department's cost allocation to add this space to their existing space utilization.

MEMORANDUM OF UNDERSTANDING BETWEEN THE
NATURAL RESOURCES CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE
AND THE
COUNTY OF YUBA, CALIFORNIA

Relative to: Gratuitous Use of Office Space

This agreement is made and entered into this __ day of _____, 2014 by and between the Natural Resources Conservation Service of the United States Department of Agriculture (NRCS) and Yuba County, California.

Purpose:

The NRCS and Yuba County have a common objective of helping to bring about the conservation, development and wise use of land, water and related resources; and a mutual interest in the furtherance of federal programs administered by NRCS.

The County of Yuba has office space which it desires to make available for the use of the NRCS at 915 8th Street, Marysville, California 95901. The NRCS has need for the space to continue the close working relationship associated with shared office space that will mutually benefit Yuba County and NRCS.

Therefore, both Yuba County and NRCS deem it mutually advantageous to cooperate in this undertaking, and hereby agree as follows:

- I. Yuba County agrees:
 - A. To provide to NRCS the use of available office space without charge as described:
 - a. Available office space shall not exceed useable space of 241 square feet area.
 - B. To provide electricity, internet access, heating, cooling, maintenance, upkeep, repairs, janitorial services, waste removal, and other operating expenses such as water cooler, paper towels, e.g.; as necessary to carry out the terms and conditions of this agreement.
 - C. To comply with the following facilities nondiscrimination provisions:
 - a. The County of Yuba agrees that it will not discriminate against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

II. The NRCS agrees:

- A. To utilize the space for the purpose and under the conditions specified herein.
- B. To provide its employees serving Yuba County with equipment, supplies and technical assistance as follows:
 - a. Basic Office Supplies such as those materials used in the reasonable daily operation of the office, including but not limited to pens, writing and copy paper, folders and envelopes, post-it notes, scissors, staplers, erasers, binders, file folders, labels, tape, and toner cartridges.
 - b. Vehicle use
 - i. Routine maintenance consistent with make/model standards
 - c. iPhone
 - i. All maintenance required to ensure continued operability of phone system.
 - d. Use of one NRCS computer workstation
 - i. Access to NRCS technical staff capable of resolving issues in computer function, and inclusion in all applicable NRCS software and system updates
- C. To occupy the space with NRCS staff

III. It is mutually agreed:

- a. The NRCS will be responsible for contributing for internet access to conduct NRCS business. It is further agreed NRCS will restore the premises to its original condition upon termination of this agreement, except as allowed for normal wear and tear.
- b. This agreement may be amended by agreement of the parties in writing.
- c. This agreement may be terminated by either party provided a minimum of 90 days written notice.
- d. This agreement is effective upon date of final signature and remains in effect until September 30, 2019 unless modified or terminated prior to that date.
- e. Activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A and B) with provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program of activity receiving federal assistance from the Department of Agriculture or any agency thereof.

- f. By signing this agreement, the partner assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil laws, rules, regulations and policies.

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: Carlos Suarez, State Conservationist


Date:

Yuba County, California

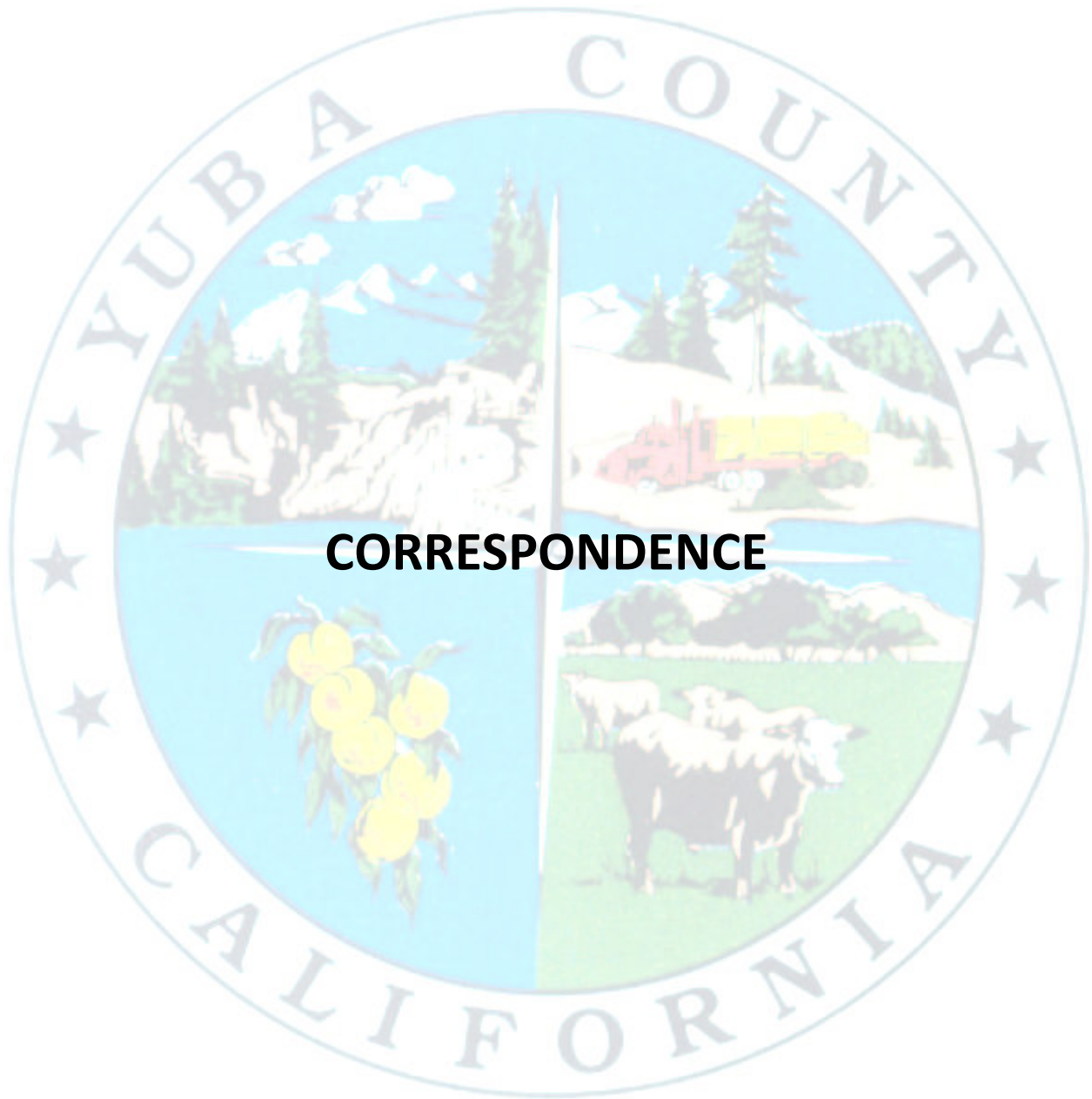
By: _____

Title: _____

Date: _____

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

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**Pacific Gas and
Electric Company**

Mark Stewart
Sr. Distribution Specialist
4636 Missouri Flat Rd.
Placerville, CA 95667
Tel: (530) 621-7243
Email: M9S5@pge.com

April 24, 2014

Via Electronic Filing (E-File)

Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

RECEIVED

APR 28 2014

**Subject: Narrows No. 2 Transmission Line Project
FERC Project No. 2678
Transmittal of Final License Application**

Clerk/Board of Supervisors

Dear Secretary Bose:

Pursuant to 18 CFR § 5.17(b), Pacific Gas and Electric Company (PG&E or Licensee), as owner and operator of the Narrows No. 2 Transmission Line Project, FERC No. 2678, (Project) files with the Federal Energy Regulatory Commission (FERC or the Commission) the attached Final Application (FLA) for a Subsequent License (License Application). PG&E has prepared this License Application pursuant to the Commission's regulations regarding application content at 18 CFR § 5.18, excepting those contents not relevant to a Transmission Line Only Project.

Regarding Exhibit filings, PG&E referred to FERC's regulations for Transmission Line Only Projects at 18 CFR § 4.71, and submits herein a single volume containing an Initial Statement, Executive Summary, Exhibit E – Environmental Report, Exhibit G – Project Maps; and Exhibit F – Project Design Drawings. Exhibit F – Project Design Drawings contain **Critical Energy Infrastructure Information (CEII)** pursuant to 18 CFR § 388.113(c) and are being filed as CEII. The Environmental Report was developed within the context of FERC's Integrated Licensing Process (ILP), and is presented as an Applicant-Prepared Environmental Assessment (APEA) following the form and content requirements of 18 CFR § 5.18(b). In particular, the APEA has been prepared to address the relevant environmental effects of Project operations as developed during the relicensing process consistent with FERC's Scoping Document.

PG&E is filing with FERC all portions of the FLA following the Commission's eFiling guidelines with one exception: Exhibit G, boundary files, in ESRI ArcGISTM shapefile format (shapefiles), which must be filed on CD due to their format. PG&E will file with FERC an original and two copies of Exhibit G, shapefiles.

Two cultural sites have been identified on the Project, both of which were determined to be ineligible for listing on the National Register of Historic Places, with concurrence from the State Historic Preservation Officer (SHPO). PG&E filed its archaeological inventory report and map of

the Area of Potential Effects (APE) as privileged/confidential information to FERC with the Initial Study Report on March 8, 2013.

By copy of this letter, PG&E will provide one copy of the Public portions of this application in electronic format (which includes Exhibit G) to the Director of the Commission's San Francisco Regional Office. PG&E will provide the Public portions of this application in electronic notification to the Interested Parties listed in the attached Distribution List.

PG&E will also make the License Application available to all federal, state and local agencies, Native American tribes, non-governmental organizations and members of the general public that have expressed an interest in the relicensing by:

- making a hardcopy of the public portions available to the public during regular business hours (8:30 a.m.– 4:30 p.m., Monday through Friday) at PG&E's place of business, which is:

Pacific Gas and Electric Company
4636 Missouri Flat Rd.
Placerville, CA 95667

The public is instructed to contact Mr. Mark Stewart by telephone at (530) 621-7243 to make an appointment to review the information.

- making a hardcopy of the public portions available at the following public library in the Project region:


Yuba County Public Library
303 2nd Street
Marysville, CA 95901

Any party may request an electronic copy of the public portion of the License Application by contacting Mark Stewart, Licensee's Relicensing Project Manager at (530) 621-7243 or by e-mail at M9SS@pge.com.

PG&E looks forward to working with the Commission and other interested parties on the Narrows No. 2 Transmission Line Project relicensing. If you have any questions regarding this application, please contact me at (530) 621-7243.

Respectfully submitted,

PACIFIC GAS & ELECTRIC COMPANY



Mark Stewart
Senior Distribution Specialist

Attachments; Electronic Format

- (1) Narrows No. 2 Transmission Line Project Final License Application, includes Exhibit G
- (2) Narrows No. 2 Transmission Line Project Exhibit F (Filed as **CEH** pursuant to 18 CFR § 388.113(c))

cc: w/Attachment (1): Electronic Format

Mary Greene, FERC Project Coordinator

Federal Energy Regulatory Commission
Office of Energy Projects
888 First Street, N.E.,
Room 6M1-02
Washington, DC 20426

Federal Energy Regulatory Commission
Office of General Counsel-Energy Projects
888 First Street, N.E.
Room 101-56
Washington, DC 20426

Regional Director
Federal Energy Regulatory Commission
901 Market Street, Suite 350
San Francisco, CA 94103

FERC Project No. 2678 Interested Parties Mailing List (via electronic mail for those with email addresses and via US Mail otherwise)

From: 'FERC eSubscription' <eSubscription@ferc.gov>
Sent: Thursday, April 24, 2014 12:27 PM
Subject: License/Relicense Application submitted in FERC P-2678-006 by Pacific Gas and Electric Company, et al.

On 4/24/2014, the following Filing was submitted to the Federal Energy Regulatory Commission (FERC), Washington D.C.:

Filer: Pacific Gas and Electric Company
No Organization Found (as Agent)

Docket(s): P-2678-006

Lead Applicant: Pacific Gas and Electric Company

Filing Type: License/Relicense Application

Description: Final License Application for Relicense of Pacific Gas and Electric Company's Narrows No. 2 Transmission Line Project under P-2678

To view the document for this Filing, click here
http://elibrary.FERC.gov/idmws/file_list.asp?accession_num=20140424-5142

Direct link to the
Narrows 2 Final
License Application

To modify your subscriptions, click here: <https://ferconline.ferc.gov/eSubscription.aspx>

**Interested Parties List
Narrows No. 2 Transmission Line Project
FERC Project No. 2678**

A	
Advisory Council on Historic Preservation Old Post Office Building 1100 Pennsylvania Ave. NW, Ste. 803 Washington, DC 20004-2501	American Rivers Director, California Field Office Steve Rothert 432 Broad St. Nevada City, CA 95959 srothert@americanrivers.org
American Whitewater National Stewardship Director Kevin Richard Colburn 1035 Van Buren St. Missoula, MT 59802 kevin@amwhitewater.org	
B	
Bartkiewicz, Kronick & Shanahan Attorney Joshua Horowitz 1011 22nd St. Sacramento, CA 95816-4907 jmh@bkslawfirm.com	
C	
California Department of Boating and Waterways Lucia Becerra, Director 2000 Evergreen St. Sacramento, CA 95815 pubinfo@dbw.ca.gov	California Dept. of Fish and Wildlife Kent Smith, Manager – Region 2 1701 Nimbus Rd., Ste. A Rancho Cordova, CA 95670-4503
California Dept. of Fish and Wildlife MaryLisa F. Lynch Water Program Supervisor 1701 Nimbus Rd., Ste. A Rancho Cordova, CA 95670-4503 MLYNCH@dfg.ca.gov	California Dept. of Parks and Recreation Mr. Milford Wayne Donaldson, State Historic Preservation Officer 1725 23 rd St., Ste. 100 Sacramento, CA 95816 mwdonaldson@parks.ca.gov
California Department of Forestry and Fire Protection Region 2 - Cascade 13760 Lincoln Way Auburn, CA 95603-3236	California Department of Water Resources 1416 Ninth St., 11 th Floor Sacramento, CA 95814-5511 tfrink@water.ca.gov
California Department of Transportation CALTRANS Carrie Bowen, Director – District 10 1976 Martin Luther King, Jr. Blvd. Stockton, CA 95205	California Hydropower Reform Coalition Director, Legal Services Richard Roos-Collins 2140 Shattuck Ave., Ste. 801 Berkeley, CA 94704-1229 rrcollins@waterpowerlaw.com

California State Water Resources Control Board Section 401 Coordinator 1001 I St. Sacramento, CA 95814 obiondi@waterboards.ca.gov	
California Outdoors President Nate Rangel Coloma, CA 95613 nate@raftcalifornia.com	California Public Utilities Commission Traci Bone 505 Van Ness Ave., 5th Floor San Francisco, CA 94102 tbo@cpuc.ca.gov
California Resources Agency Margaret J Kim 1416 9th St. Ste., 1311 Sacramento, CA 95814-5509	California Sportfishing Protection Alliance Jim Crenshaw 1248 E Oak Ave., Ste. D Woodland, CA 95776-4104
City of Glendale Assistant City Attorney Steven G Lins 613 E Broadway Ste. 220 Glendale, CA 91206-4308	City of Marysville City Manager 915 Eighth St. Marysville, CA 95901
City of Pasadena Dept. of Water & Power Assistant General Manager Eric R. Klinker 150 S. Los Robles Ave., Ste. 200 Pasadena, CA 91101 eklinkner@cityofpasadena.net	County of Humboldt Esquire Tamara C. Falor 825 5th St. Eureka, CA 95501-1153
D	
Dickstein Shapiro LLP Partner Mark Perlis 1825 Eye St. NW Washington, DC 20006 perlism@dicksteinshapiro.com	
E	
Environmental Advocates Chris Sproul, Director 5135 Anza St. San Francisco, CA 94121 csproul@enviroadvocates.com	Environmental Defense Fund Millie Chu Baird, Regional Director 123 Mission St., 28 th Floor San Francisco, CA 94105
F	
Federal Emergency Management Agency Regional Office 1111 Broadway Ste. 1200 Oakland, CA 94607-4052	Foothill Conservancy Vice President R Winston Bell, Jr. P.O. Box 1255 Pine Grove, CA 95665

Friends of the Eel River foer@eelriver.org	Friends of the River P. Advocate Jennifer Carville 1418 20th St., Ste. A Sacramento, CA 95811-5206
G	
H	
Hanna and Morton LLP Attorney Norman Pedersen 444 South Flower St., Ste. 1500 Los Angeles, CA 90071-2916 npedersen@hanmor.com	
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Law Offices of Stephan C. Volker Stephan Volker 436 14th St. Oakland, CA 94612 svolker@volkerlaw.com	
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NOAA Fisheries Service Southwest Region 777 Sonoma Ave., Room 325 Santa Rosa, CA 95404-6515 richard.wantuck@noaa.gov	NOAA Fisheries Protective Resources Division - ESA Gary Sprague 650 Capitol Mall, Ste. 5-100 Sacramento, CA 95814 gary.sprague@noaa.gov
National Parks Service Naomi Torres, Superintendent c/o NPS Pacific-West Region Office 1111 Jackson St., Ste. 700 Oakland, CA 94607 naomi_torres@nps.gov	Natural Heritage Institute Director 100 Pine St. San Francisco, CA 94111
Nevada City City Manager 317 Broad St. Nevada City, CA 95959-2405	Nevada County Board of Supervisors Eric Rood Administrative Center 950 Maidu Ave. Nevada City, CA 95959 bdofsupervisors@co.nevada.ca.us
Nevada County Planning Department Janet Hayes, Planning Commission Clerk 950 Maidu Rd. Nevada City, CA 95959-8600	Nevada Irrigation District Hydro Manager Bill Morrow 28311 Secret Town Rd. Colfax, CA 95713-9473 morrow@nidwater.com
Nevada Irrigation District General Manager Remleh Scherzinger 28311 Secret Town Rd. Colfax, CA 95713-9473 scherzinger@nidwater.com	Northern California Power Agency General Manager James H. Pope 651 Commerce Dr. Roseville, CA 95678 Jim.pope@ncpa.com

O	
P	
Pacific Coast Federation of Fishermen's Associations Executive Director William T Grader San Francisco, CA 94129 fish4ifr@aol.com	Pacific Gas and Electric Company David Moller, Director of Licensing Mail Code N11D 245 Market St. San Francisco, CA 94105 dxma@pge.com
Pacific Gas and Electric Company Mark Stewart Sr. Distribution Specialist - Environmental 4636 Missouri Flat Rd. Placerville, CA 95667 M9s5@pge.com	Pacific Gas and Electric Company Thomas Jereb, Director Mail Code N11C 245 Market St. San Francisco, CA 94105 TAJ3@pge.com
People of the State of California Deputy Attorney General Michael W. Neville 455 Golden Gate Ave. Ste., 11000 San Francisco, CA 94102-7004 michael.neville@doj.ca.gov	Plumas National Forest Forest Supervisor 159 Lawrence St. Quincy, CA 95981 jjmoore@fs.fed.us
Q	
R	
Redding Electric Utility David Arthur 777 Cypress Ave. Redding, CA 96001-2718 darthur@ci.redding.ca.us	Regional Water Quality Control Board Pamela Creedon, Executive Officer Central Valley Region 11020 Sun Center Dr., #200 Sacramento, CA 95670-3888
S	
Sierra Club – Mother Lode Chapter Terry Davis, Chapter Chairperson 801 K St., Ste. 2700 Sacramento, CA 95814 Terry.davis@sierraclub.org	Sierra Nevada Alliance Julie Leimbach, Community Group Coordinator P.O. Box 7989 South Lake Tahoe, CA 96158 julie@foothillswaternetwork.org
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Southern California Edison Company Attorney Kelly O'Donnell 2244 Walnut Grove Ave. Rosemead, CA 91770 kelly.odonnell@sce.com	South Feather Water & Power (SFWPA) General Manager Michael Glaze 2310 Oro-Quincy Hwy Oroville, CA 95966 glaze@southfeather.com

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T	
Tahoe National Forest Forest Supervisor 631 Coyote St. Nevada City, CA 95959-2250 hnewell@fs.fed.us	
U	
U. S. Army Corps of Engineers Chief – Regulatory Branch Sacramento District 1325 J St. Sacramento, CA 95814-2922 Peck.ha@usace.army.mil	U.S. Bureau of Indian Affairs Area Director - Regional Office 2800 Cottage Way Sacramento, CA 95825-1885
U.S. Bureau of Land Management Field Manager – Region Four 5152 Hillsdale Cir. El Dorado Hills, CA 95762 whaigh@blm.gov	U.S. Department of Interior Attorney-Advisor Chris Watson 1849 C St., NW - MS 6513 Washington, DC 20240 chriswatson.sol@gmail.com
U.S. Department of Interior Office of Regional Solicitor Erica Niebauer 2800 Cottage Way, W2605 Sacramento, CA 95825	U.S. Department of Interior Office of Regional Solicitor Kerry O'Hara 2800 Cottage Way W2605 Sacramento, CA 95825
U.S. Department of Interior Paul Landry Bureau of Reclamation 3310 El Camino Ave., Ste. 300 Sacramento, CA 95821-6377	U.S. Department of Interior Stephen M. Bowes 333 Bush St., Ste. 500 San Francisco, CA 94104-2828 stephen_bowes@nps.gov
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U.S. Environmental Protection Agency FERC Project Coordinator Pacific Regional Office 2800 Cottage Way Sacramento, CA 95825	U.S. Fish and Wildlife Service Anadromous Fish Restoration Program Habitat Restoration Coordinator 4001 North Wilson Way Stockton, CA 95205-2486

U. S. Fish and Wildlife Service Branch Chief – Energy and Power 2800 Cottage Way, Suite W-2605 Sacramento, CA 95825-1846 daniel_welsh@fws.gov	U.S. Geological Survey California Water Science Center Jeff Keay, Director 6000 J St., Placer Hall Sacramento, CA 95819-2605 jkeay@usgs.gov
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Yuba County Water Agency Geoff Rabone 1220 F St. Marysville, CA 95901 grabone@ycwa.com	
Z	

TRIBAL CONTACT LIST

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Virginia Covert, Vice Chairperson Nevada City Rancheria PO Box 825 Nevada City, CA 95959	

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Finance and Administration Committee



The County of Yuba



Office of the County Administrator

Robert Bendorf, County Administrator
John Fleming, Economic Development Coordinator
Russ Brown, Communications & Legislative Affairs Coordinator
Grace M Mull, Management Analyst
Teena L. Carlquist, Executive Assistant to the County Administrator
Yuba County Government Center
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Marysville, CA 95901

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tcarlquist@co.yuba.ca.us

Date: May 6, 2014
To: Finance & Administration Committee
From: Robert Bendorf, County Administrator *RP*
By: Grace Mull, Management Analyst *gm*
Re: Public Defender Services Contract

Recommendation

It is recommended that the Board of Supervisors approve and authorize the Chairman to sign a contract with Brian J. Davis for Public Defender services.

Background

The County historically contracts out for Public Defender services. Our current contract is with Brian J. Davis and expires on June 30, 2014. Mr. Davis assumed the previous contract held by Benjamin Wirtschafter.

Discussion

Pursuant to the terms of the current contract, Mr. Davis notified our office of his desire to renew the contract at the first of the year. Staff subsequently met with Mr. Davis to negotiate the terms of the new contract. In recognition of the fiscal uncertainties the County has experienced over the last several years, Mr. Davis has agreed to contract for a three year term (July 1, 2014 – June 30, 2017) with no increase in the first year, and modest increases of 2% in year two and 3% in year three.

In addition, the contract provides for an option to continue the contract for two additional years provided the contract terms are mutually acceptable to both parties.

Fiscal Impact

For the three year term of the contract, the General Fund fiscal impact is estimated to be:

FY 2014-2015	\$ 0
FY 2015-2016	\$ 15,948
FY 2016-2017	\$ 24,408

**CONTRACT FOR LEGAL REPRESENTATION
OF INDIGENT PERSONS IN THE COUNTY OF YUBA**

THIS CONTRACT is made this ____ day of _____, 2014 by and between the COUNTY OF YUBA, a political subdivision of the State of California ("County"), and BRIAN J. DAVIS ("Attorney").

WITNESSETH

WHEREAS, the right of all persons against whom criminal prosecutions are brought to be represented by counsel is guaranteed by the Constitution of the United States and the Constitution of the State of California; and

WHEREAS, the expense of such counsel in the representation of indigent defendants is a proper and lawful charge upon the County; and

WHEREAS, Attorney represents and warrants that he is competent to render all legal services which are required by this Contract; and

WHEREAS, experience in handling criminal matters leads to effective representation and efficient handling of matters in the Courts; and

WHEREAS, it has been shown that a contract of a limited term without renewal rights makes it difficult to recruit and retain competent and experienced staff;

NOW THEREFORE, the parties hereto agree:

A. SCOPE OF ATTORNEY SERVICES

1.0 Attorney hereby agrees to provide legal representation for the following persons in Yuba County when appointed by the Superior Court of Yuba County:

a) "Adults" deemed indigent by the appointing Courts who are defendants in criminal cases or who require legal representation in connection with police identification

or pre-statement counseling. Attorney shall be responsible for representation in all murder cases as defined in Penal Code section 187. In the event that Attorney is representing more than one capital case defendant at any given time, Attorney and County agree to meet and confer concerning additional compensation to defray the expense of hiring additional staff as may be needed.

b) "Conservatee" as classified under Welfare and Institution Code section 5000 and following, known and cited as the Lanterman-Petris-Short Act, or any other conservatee for whom an attorney may be appointed by the Court relating to the establishment or dissolution of a conservatorship or where counsel is otherwise required to represent the conservatee in a question of the scope of the conservator's authority.

c) "SB 90" cases* (Sexually Violent Predator (SVP), Mentally Disordered Offender (MDO), Developmentally Disabled (Dev-Dis), and Not Guilty by Reason of Insanity (NGI). * *Case# MHO-07-00001 is excluded from agreement as prior arrangements were made to provide service outside of contract.*

d) Legal representation associated with revocation proceedings involving persons subject to state parole, pursuant to paragraph (3) of subdivision (c) of section 30027 of the Government Code.

2.0 Attorney shall provide competent and adequate legal representation for those persons described in Paragraph 1.0 and shall assume full responsibility for furnishing six (6) full-time attorneys, which include Attorney and five associate attorneys, to provide daily representation in the departments of the Superior Court of Yuba County. Attorney shall also provide all secretarial and other personnel and, except as otherwise be provided herein, office space and all materials, equipment, facilities and

supplies necessary for the support of the personnel in the performance of the legal services specified herein.

2.1 During this contract, County shall review Attorney's compliance and performance under the contract and, at County's option, may at any time require Attorney to attend any meetings, interviews with County personnel or Judges to discuss such compliance and performance.

2.2 For the purpose of defining "full-time attorney" as required in paragraph 2.0, "full-time" shall include, but not necessarily be limited to:

- a) any time in which the Superior Court is in operation;
- b) any time when client representation is required;
- c) any additional time required to consult with clients or otherwise prepare in order to provide competent legal representation; or
- d) when case activity is occurring.

B. CHANGE OF VENUE

3.0 In the event of a change of venue to a location outside of Yuba County, County shall reimburse Attorney for mileage and other actual and necessary expenses incurred in traveling between the City of Marysville and the location to which venue has been changed as follows:

- a) For reasonable and necessary travel by Attorney, his investigator, any member(s) of his staff, not to exceed a total of three (3) persons, or by any witness when said witness does not receive a mileage allowance as a matter of law. Said reimbursement shall be at the rate reimbursed to the District Attorney's Office or, if no such rate is established, at the prevailing rate allowed private taxpayers by the IRS for

each mile driven in the individual's privately owned automobile; provided, however, that in no case shall the cost of travel exceed the cost of available public transportation plus necessary incidental expenses related to the use of such public transportation.

b) For the reasonable and necessary cost of lodging and meals during the course of the trial by Attorney, investigator or any member(s) of his staff not to exceed a total of three (3) persons per diem.

Except as provided immediately above, Attorney shall be entitled to no additional fee, compensation or reimbursement in such cases.

C. ADDITIONAL SERVICES

4.0 The following services may be performed by Attorney at his sole discretion and expense, at no charge to the County:

a) Intervention prior to appointment in criminal or quasi-criminal cases where professional judgment deems such intervention desirable.

b) Legal representation at the appellate level except as required by statute, rule or regulation.

c) Prosecution of extraordinary writs.

d) Other legal or quasi-legal proceedings including, but not restricted to, administrative hearings, civil contempt proceedings, sealing or expungement of records, or school disciplinary proceedings.

D. SPECIAL COUNSEL

5.0 County shall bear the cost of special counsel appointed by the Court where such appointments are occasioned by bringing mass criminal charges resulting from

natural disaster or civil disorder. County shall also bear the cost of special counsel with an expertise in DNA when deemed reasonable and necessary by the Court.

6.0 Where special counsel is appointed by the Court as a result of:

a) The trial Judge's determination that the Attorney has not provided effective and adequate legal representation; or,

b) Attorney's failure or inability to appear, unless due to a conflict of interest, the fees assessed against the County of the payment of such counsel shall be charged to and reimbursed by Attorney. The parties agree that such fees will be deducted from future monies otherwise due Attorney under this contract.

E. RETENTION OF INVESTIGATOR

7.0 Attorney shall hire one full-time investigator or enter into a fixed sum contract with one full-time investigator, who shall provide investigations required by Attorney under provisions of this Agreement. If additional investigation services are necessary, Attorney shall comply with the provisions of 8.0. Compensation for investigative services in capital cases shall be provided pursuant to Penal Code section 987.9.

F. OTHER EXPENSES

8.0 Unless payable by the Court, County shall pay all required and necessary witness fees, including expert witnesses, and for the services of Court authorized laboratories, forensic services, medical or other technical experts, and any other Court ordered expenses deemed reasonable and necessary by the Court. The cost of discovery required by law or court order is not an additional charge against the County.

G. COMPENSATION

9.0 Compensation shall be provided monthly in the following manner:

a) From July 1, 2014 to June 30, 2015, County shall pay Attorney at the rate of Sixty Six Thousand, Four Hundred, and Seventy Four Dollars (\$66,474).

b) From July 1, 2015 to June 30, 2016, County shall pay Attorney at the rate of Sixty Seven Thousand, Eight Hundred, and Three Dollars (\$67,803).

c) From July 1, 2016 to June 30, 2017, County shall pay Attorney at the rate of Sixty Nine Thousand, Eight Hundred, and Thirty-Seven Dollars (\$69,837).

d) Said monthly amounts are payable in full on or before the thirteenth (13th) day of each month. Prior to receiving payment, Attorney shall, five (5) working days prior to the thirteenth (13th) day, submit a County Claim to the County Administrator in the appropriate amount for all services and other charges under this contract which Attorney may have rendered during the pay period set forth herein.

e) Attorney shall be entitled to no additional compensation or reimbursement for any cost(s) incurred by Attorney in providing services required by this contract other than as provided herein.

f) Attorney and County agree that the price of the Contract is based on current staffing needs. In the event that staffing needs change as a result of state initiative, Court modifications or adoptions of new programs not presently contemplated, the parties agree to negotiate and adjust the price and terms of the Contract accordingly.

H. COPY MACHINE

10.0 Attorney shall have access to the County photocopy machines and shall reimburse County for all reproductions on said machine at the rate per page established by County for County departments.

I. RECORDS

11.0 Attorney shall keep such records and mail such application to Court as may be required (i) to enable the Court in appropriate proceedings to determine the amount of reasonable attorney's fees for the purposes of assessment of costs pursuant to section 987.8 of the Penal Code, (ii) to enable County to obtain reimbursement under the provisions of section 987.4 of the Penal Code for legal services furnished to certain minors, (iii) to enable County to obtain reimbursement from the State of California under the provisions of sections 15200 to 15204 of the Government Code and (iv) as otherwise required by County to determine caseload. Such records shall be provided for each case and shall include, but not limited to, an itemized accounting of hours spent by Attorney, support staff, investigators or other individuals, associated charges, and any other related charges incurred in the defense of said case. In addition, Attorney shall submit a monthly report to the County Administrator providing for the number of new assignments or appointments, cases closed that month, conflicts, revocation proceedings involving persons subject to state parole, amounts received for AB 109, and SB 90 cases.

J. AVOIDANCE OF CONFLICTS

12.0 Attorney represents and warrants to the County that, while this Contract is in effect, the performance of the legal services under Contract shall be the priority business of Attorney and any associates or employees of Attorney. Neither Attorney,

associate nor any member of a new partnership office of which Attorney is a member will engage in private criminal practice in Yuba County, but may engage in private criminal practices in other counties. Attorney covenants to decline to advise or represent clients, or undertake cases or legal projects, which foreseeably could conflict with services under this Contract.

K. INSURANCE REQUIREMENTS

13.0 Attorney shall obtain, maintain in full force and effect at all times while performing services hereunder, and demonstrate proof of insurance with the limits referenced in Attachment A - Insurance Requirements.

L. INDEPENDENT CONTRACTOR

14.0 For all purposes arising under this Agreement, Attorney shall be an independent contractor as provided by law; and Attorney and each and every employee, agent, servant, partner, shareholder, contractor and subcontractor of Attorney shall not be, for any purpose of this Agreement, an employee of the County. Furthermore, this Agreement shall not under any circumstances be construed or considered to be a joint venture or a joint powers agreement as described in Government Code section 6000 et seq., or otherwise. As an independent contractor, the following shall apply under this agreement:

a) Attorney shall determine the method, details and means of performing the services to be provided by Attorney as described in this Agreement.

b) Attorney shall be responsible to County for the requirements and results specified by this Agreement and shall not be subject to County's control with respect to

the means, method, physical actions or activities of Attorney in fulfillment of the requirements of this Agreement.

c) Attorney is not, and shall not be, entitled to receive from, or through County, and County shall not provide, or be obligated to provide Attorney with Workers Compensation coverage, Unemployment Insurance coverage or any other type of employment of worker insurance or benefit coverage required by any federal, state, or local law or regulation for, or normally afforded to, any employee of County.

d) Attorney shall not be entitled to have County withhold or pay, and County shall not withhold pay, on behalf of Attorney, any tax or money relating to Social Security Old Age Pension Program, Social Security Disability program or any other type of pension, annuity or disability program required or provided by any federal, state, local law or regulation for, or normally afforded to, an employee of the County.

e) Attorney shall not be entitled to participate in, or receive any benefit from, or make any claim against, any County fringe benefit program, including, but not limited to, County's pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program, plan or coverage designated for, provided to, or offered to County employees.

f) County shall not withhold or pay, on behalf of Attorney, any federal, state or local tax including, but not limited to, any personal income tax, owed by Attorney.

g) Attorney, at all times for the duration of the Agreement, shall represent and conduct himself as an independent contractor and not as an employee of the County.

h) Attorney shall not have the authority, express or implied, to act on behalf of, bind or obligate County or any County department, County agent or County employee in any way without the written consent of the County.

M. CONTINUATION OF REPRESENTATION

15.0 Attorney shall carry to conclusion all matters pending at the expiration or termination of this Contract as to which the Court refuses to relieve the Attorney, or his staff of representation. Compensation for such continued services shall be set by the Judge in accordance with Penal Code section 987.3. As to all other cases then pending and for which the Court is willing to authorize a substitution of counsel for any new attorney providing Public Defender services, Attorney shall be relieved of his obligation to provide further representation at the expiration of this Agreement. At such expiration, Attorney agrees to assign all existing open and closed cases, files, and records to the successor Public Defender.

N. TERMS AND TERMINATION

16.0 This Contract shall take effect July 1, 2014 and shall continue until June 30, 2017. This Contract cannot be terminated at any time prior to its termination date except by mutual consent or by breach of either party. Such breach by Attorney for termination by County shall include, but shall not be limited to: the breach of any covenant; the refusal of the Courts to appoint Attorney or one of his associates to any case covered by this Contract for any reason other than a conflict of interest; the loss or suspension of the ability to practice law in this state for any reason. Such breach by County for termination by Attorney shall include, but shall not be limited to, failure of County to timely provide payment.

16.1 Attorney shall have the option to continue Contract for two (2) additional years upon agreement to terms by both parties. Attorney shall notify the County of Attorney's desire to continue Contract for the option period by notifying the Board of Supervisors in writing before the end of January of the year of the termination of Contract.

16.2 The parties understand and agree that during the term of this Contract, County may solicit proposals for the provision of Public Defender Attorney Services to continue at the conclusion of this Agreement.

O. COST OF SUIT

17.0 Attorney and County agree in the event that any action, suit or proceeding is commenced to compel the performance of this Contract or to seek damages for breach hereof, the prevailing party shall be entitled to reasonable attorney's fees to be awarded and fixed by the Court, to be taxed as costs and to be included in any judgment rendered.

P. ENTIRE AGREEMENT AND AMENDMENT

18.0 This Contract contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto. Any contract currently in existence between the parties is hereby terminated and applicable notice provisions, if any, are waived. No addition or alteration of the terms of this Contract, whether written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment of this Contract and formally approved by the parties by a document equal in dignity to the execution hereof.

Q. ASSIGNMENT

19.0 This Contract and the rights and duties hereunder shall not be assigned by Attorney, either in whole or in part, except as expressly provided herein without the prior express written consent of County.

R. NOTICE

20.0 Any notice required to be given hereunder shall be deemed given when deposited in the United States mail, postage fully prepaid, and addressed as follows:

COUNTY: County Administrator
915 8th Street, Suite 115
Marysville, CA 95901

ATTORNEY: Brian J. Davis
303 Sixth Street
Marysville, CA 95901

S. STANDARDS OF REPRESENTATION

21.0 Attorney shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. Federal and State Constitutions require provision of competent counsel in criminal cases. In California, the test for determining competency of counsel in criminal cases is that of a “reasonably competent attorney acting as a diligent, conscientious advocate.” (*People v. Pope* (1979) 23 Cal 3d 412). Attorney agrees to provide competent legal services in conformity with the above standard. Specifically, the following duties and responsibilities of counsel as set forth in prior Court decisions and professional standards will be observed:

“Duty of careful, factual and legal investigation.” See *People v. Ibarra* (1963) 60 Cal 2d 460; *In re Saunders* (1970) 2 Cal 2d 1033; *ABA Standards on the Defense*

Function (“ABA Standards”), section 4.1. Duty to take prompt action to protect a client’s legal rights. See ABA Standards, section 3.6(a). Duty to keep client informed. See ABA Standards, section 3.8. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. See ABA Standards, section 7.2(a) and (b). Duty to know and explore sentencing alternatives. See ABA Standards, section 8.1(b). Duty to Advise concerning appeals. See ABA Standards, section 8.2(a). Duty not to accept more cases than can be competently handled. See Martin v. State Bar (1978) 20 Cal 3d 717. Duty to not handle a legal matter which attorney knows or should know that he/she is not competent to handle. See ABA, Code of Professional Responsibility, Canon 6, Disciplinary Rule 6-101(a). Duty to maintain client confidence and secrets.

T. INTERPRETATION OF AGREEMENT

22.0 No inference in the interpretation or construction of this Contract is to be drawn or given because of the fact that it has been drafted by County. Each party agrees and represents that this Contract resulted from an equal bargaining position and that it reflects the entire understanding and agreement between the parties on those matters to which it relates.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first above shown.

ATTEST

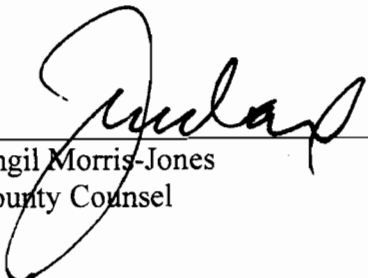
COUNTY OF YUBA

Donna Stottlemeyer,
Clerk of the Board of Supervisors

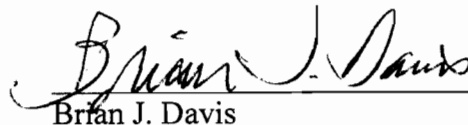
John Nicoletti, Chairman
Board of Supervisors

APPROVED AS TO FORM

ATTORNEY



Angil Morris-Jones
County Counsel



Brian J. Davis

ATTACHMENT A – INSURANCE PROVISIONS

ATTORNEY 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 ATTORNEY, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if ATTORNEY 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.
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.
4. **Professional Liability** (Errors and Omissions) Insurance as appropriate to ATTORNEY’s profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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 ATTORNEY; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of ATTORNEY 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 ATTORNEY'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).

Primary Coverage

For any claims related to this contract, ATTORNEY'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 ATTORNEY's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

Waiver of Subrogation

ATTORNEY hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said ATTORNEY may acquire against COUNTY by virtue of the payment of any loss under such insurance. ATTORNEY 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.

Deductibles and Self-Insured Retentions

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

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.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
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.
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, ATTORNEY must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

ATTORNEY 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 ATTORNEY'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.

Subcontractors

ATTORNEY shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

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.



The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator
 John Fleming, Economic Development Coordinator
 Russ Brown, Communications & Legislative Affairs Coordinator
 Grace M Mull, Management Analyst
 Teena L. Carlquist, Executive Assistant to the County Administrator
 Yuba County Government Center
 915 8th Street, Suite 115
 Marysville, CA 95901

Phone: (530) 749-7575
 Fax: (530) 749-7312
 Email: rbendorf@co.yuba.ca.us
 jfleming@co.yuba.ca.us
 rbrown@co.yuba.ca.us
 gmull@co.yuba.ca.us
 tcarlquist@co.yuba.ca.us

Date: May 6, 2014
To: Finance & Administration Committee
From: Robert Bendorf, County Administrator *RB*
By: Grace Mull, Management Analyst
Re: Small Claims Litigant Assistance Contract

Recommendation

Board of Supervisors approve and authorize Chairman to sign contract for Small Claims Court Litigant Assistance with the Yuba Sutter Legal Center.

Background

Code of Civil Procedure §116.260 requires counties to establish Small Claims Advisor programs to provide assistance to small claims court litigants and potential litigants without charge to the litigant. A portion of each small claims filing fee is distributed by the Courts to the County to help offset the costs associated with this service.

Discussion

The Yuba Sutter Legal Center has provided small claims advisor services since 1982. The Legal Center provides phone service as well as clinics where litigants can meet individually with the small claims advisor. The advisor reviews forms, assists in the completion of forms, and answers questions specific to the litigant's case. The Legal Center also provides advice by letter and provides sample completed forms for litigant use and copies of statutes relevant to their case.

Fiscal Impact

The fiscal impact associated with the proposed contract is \$6,500 per year for a three year period 7/1/14 – 6/30/17.

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**AGREEMENT FOR SMALL CLAIMS COURT
LITIGANT ASSISTANCE**

THIS AGREEMENT made and entered into this _____ of _____, 2014, by and between the Yuba Sutter Legal Center, a California non-profit corporation (hereinafter the "Legal Center") and the County of Yuba, a political subdivision of the State of California (hereinafter the "COUNTY")

WITNESS

WHEREAS, section 116.260 of the California Code of Civil Procedure requires individual assistance be made available to Small Claims Court litigants and potential litigants, and

WHEREAS, County desires to comply with said statute and provide said advice, and

WHEREAS, the Legal Center certifies that it is familiar with small claims court rules and procedures and competent to provide the necessary services, and

WHEREAS, County has the authority to enter into this agreement pursuant to Government Code section 31000.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Services Provided. The Legal Center shall provide individual personal advisory services to small claims court litigants suing in Yuba County's small claims court and to potential litigants in Yuba County's small claims court by either attorneys or trained paralegals working under the supervision of a member of the State Bar. Such advisory services shall be provided during normal business hours by clinics, or, when appropriate, by individual appointment, over the telephone or on a walk-in basis. Such services shall be available at all stages of Small Claims Court actions from pre-filing to appeal. However, once an appeal is

filed, the Legal Center has no obligation to provide such services. Such services shall be provided without a fee to the individuals involved. The Legal Center will not assist in preparing documents for litigants or potential litigants or provide direct court room representation to any party.

2. Notice of Availability of Services. County shall provide written notice to plaintiffs and potential plaintiffs on the availability of the service and shall post a sign at the Clerk's counter. In addition, oral notification will be provided when appropriate. Defendants shall receive written notice of the availability of the service with the papers served on them by the plaintiffs.

3. Term. This Agreement shall commence on July 1, 2014, and shall continue until June 30, 2017.

4. Consideration. In consideration of services provided herein, County shall pay to Legal Center an annual fee of \$6,500. This fee will be paid in quarterly installments of \$1,625. Legal Center shall have no right to and the County shall have no liability for any additional monies.

5. Support Services. The Legal Center shall provide all secretarial and other personnel, office space and all materials, equipment, facilities and supplies necessary to provide the services under this contract.

6. Conflicts. The Legal Center shall administer the program so as to avoid the existence or appearance of a conflict of interest between the individuals providing the advisory services and any party to a particular small claims action or any judicial officer deciding small claims actions. If a possibility of a conflict of interest arises, the Legal Center will provide the individual with a copy of the small claims handbook and information on web sites and self help

law sites.

7. Record Keeping. The Legal Center shall keep monthly statistical records and make these records available to the Yuba County Superior Court and the Yuba County Administrator. Said statistical records shall indicate the number of persons requesting service, the frequency of contacts with each person, the number of contacts made, and the identification of the type of contacts made (i.e., telephone, walk-in, by appointment or at the Courthouse). The Legal Center shall submit formal reports to the Yuba County Board of Supervisors at the end of the second and fourth quarters of the contract year.

8. Attorney/Client Relationship. The parties agree that this agreement does not create the relationship of attorney and client between the Legal Center and the County and that if such a relationship is created, it is restricted to the Legal Center and those persons to whom services are provided as outlined herein.

9. Indemnification. Pursuant to Government Code section 818.9, the County, its officers, agents and employees shall not be liable because of any advice provided to Small Claims Court Litigants under this agreement. The Legal Center agrees to defend, indemnify and hold harmless the County against any costs, attorneys fees, expenses and all losses and liabilities which the County may incur or which may be threatened by reason of any suit, action, claim or procedure arising wholly or in part by any act or omission of the Legal Center or any other attorney under contract pursuant to Paragraph 6 herein and the performance of the services hereunder or by reason of a breach of this agreement by the Legal Center.

10. Insurance Requirements Attorney shall obtain, maintain in full force and effect at all times while performing services hereunder, and demonstrate proof of insurance with the limits referenced in Attachment A – Insurance Requirements.

11. Early Termination. This Agreement may be terminated by either party, at their sole discretion, upon thirty (30) days advance written notice hereof to the other or canceled immediately by mutual consent. The County, upon written notice to the Legal Center, may terminate this agreement if the Legal Center fails to perform properly any of its obligations hereunder. In the event of such termination, the County may proceed with the work in any reasonable manner it chooses.

12. Notices. All notices, demands and payment to be made or given under this agreement shall be deposited with the United States Postal Services, postage prepaid, and addressed as follows:

To the County:	County Administrator
	915 8 th Street, Suite 115
	Marysville, CA 95901
To the Legal Center:	Yuba Sutter Legal Center
	727 D Street
	Marysville, CA 95901

Either party may from time to time change such address by notice in writing to the other party. Nothing in this paragraph shall prevent the giving of such notices or payment by personal service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first shown above.

COUNTY OF YUBA

By: _____
John Nicoletti, Chairman Board of Supervisors

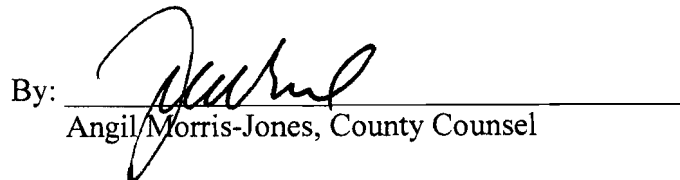
YUBA SUTTER LEGAL CENTER

By: _____
Susan Townsend, Directing Attorney

ATTEST:

By: _____
Donna Stottlemeyer, Clerk of the Board

APPROVED AS TO FORM:

By: _____
Angil Morris-Jones, County Counsel

ATTACHMENT A – INSURANCE PROVISIONS

ATTORNEY 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 ATTORNEY, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if ATTORNEY 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.
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