

# BOARD OF SUPERVISORS

## 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 8<sup>th</sup> Street, the County Library, 303 Second Street, Marysville, and [www.co.yuba.ca.us](http://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.

**JANUARY 11, 2011**

**8:30 A.M. YUBA COUNTY WATER AGENCY**

**9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.**

- 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. Agricultural Commissioner

1. Approve out of state travel for the Agricultural Commission to attend the California Agricultural Commissioners and Sealers Association (CACASA) delegation to Washington DC, February 28, 2011 through March 4, 2011 with costs to be reimbursed by CACASA. (009-11)

B. Board of Supervisors

1. Approve Board of Supervisors meeting schedule for 2011 and cancelling certain meetings. (010-11)
2. Appoint Ms. Alyssa Lindman to the Yuba County Planning Commission as the District One Representative for a term ending January 13, 2015. (011-11)
3. Reappoint Chuck Carver as the District One Representative and Sue Cejner-Moyers as the District Five Representative for terms ending December 31, 2014; and appoint Charissa McClain as the District Three Representative for a term ending December 31, 2012 to the Library Advisory Commission. (012-11)
4. Reappoint Meldine Rodda to the Planning Commission as the District Five Representative for a term ending January 13, 2015. (013-11)
5. Reappoint Robert Winchester to the Yuba County Fish and Game Advisory Commission as the District Five Representative, and appoint Frank Hall as the District One Representative for terms ending December 31, 2014. (014-11)
6. Reappoint Bob Swift to the Community Services Commission as the District Five representative for a term ending December 31, 2014. (015-11)
7. Appoint Gertrude Hinojosa to the Commission on Aging as the District One Representative for a term ending December 31, 2014. (016-11)

C. Clerk of the Board of Supervisors

1. Approve minutes from the meeting of December 14 and 28, 2010, and January 3, 2011. (017-11)

2. Appoint Andrea Armstrong as the Parent Consumer Representative to the Child Care Planning Council for term to end September 30, 2013. (001-11)
3. Appoint David Baker to the Browns Valley Cemetery District for a term ending August 25, 2013. (002-11)

D. Community Development and Services

1. Accept Road Rehabilitation RSTP ARRA Project as complete regarding McGowan Parkway, Willow Glen Road and Challenge Cutoff Road and authorize Public Works Director to sign notice of completion. (003-11)
2. Approve agreement with Sandgren Real Estate Group - Helm Properties for the Neighborhood Stabilization Program for professional real estate services. (018-11)
3. Adopt resolution authorizing Yuba County Community Development and Services Agency Director to complete purchase of single family residence APN 014-033-002 as part of the Neighborhood Stabilization program and execute all documents needed for completion of purchase, rehabilitation and resale. (019-11)
4. Adopt resolution accepting the California Fire Safe Council Grant 11USFS-SFAX0105 for fuel reduction on county roads and authorizing the Public Works Director to execute. (020-11)

E. County Administrator

1. Adopt resolution approving second amendment and restated Joint Power Agreement Sierra Sacramento Valley Emergency Management Systems. (021-11)

F. Emergency Services

1. Adopt resolution authorizing Director of Emergency Services or designee to execute a Memorandum of Understanding with all qualified entities receiving federal preparedness funds through County Emergency Services. (Protective Inspection Committee recommends approval) (004-11)

G. Health and Human Services

1. Adopt resolution reaffirming the existence of the Yuba County Child Abuse Prevention Council and designation of the council to make recommendations regarding the children's trust fund including the child abuse prevention and intervention treatment/community based child abuse prevention fund. (Human Services Committee recommends approval) (005-11)

H. Sheriff-Coroner

1. Approve agreement with Vigilant Canine Services International, LLC to provide developmental canine training service and authorize the Chair to execute same. (006-11)

IV. **SPECIAL PRESENTATION**

- A. Present California State Association of Counties (CSAC) Institute for Excellence in County Government County Senior Executive Credential Certificate to Sean Powers, Community Development and Services Finance and Administration Manager. No background information. (Five minute estimate) (022-11)
- B. Receive introduction of Bi-County Cooperative Extension Director Christopher Greer. (Ten minute estimate) (023-11)

- V. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 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.

VI. **COUNTY DEPARTMENTS**

A. **County Administrator**

1. Authorize Chair to sign letter supporting AB 66 and ABX1 9, as they relate to continuing the public safety portion of the Vehicle License Fee. (024-11)
2. Approve contract with M.M. Rosenberg and Associates effective January 12, 2011, and authorize the Chair to execute same. (025-11)

B. **Health and Human Services**

1. Approve California Department of Veteran Affairs Subvention and Medi-Cal Certificate of Compliance for Fiscal Year 2010-2011 and authorize Chair to execute same. (008-11)

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

- A. **Ordinance** - Hold public hearing, waive reading, adopt ordinance repealing Ordinance No. 1413 which thereby terminates the development agreement with Yuba Foothills Associates, LLC relating to Yuba Highlands; and adopt resolution authorizing the release of the River Highlands Community Services District pre-annexation agreement for APN 019-130-035 and 036, and 019-140-030 and 018 in exchange for full payment of the 1991-B, Series A and B Bonds. (Ten minute estimate) (026-11)
- B. **Public Hearing** - Hold public hearing and adopt findings of fact, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$5,936.50 and the recording of a lien located at 1542 Cress Way, Olivehurst (Bank of America) (Ten minute estimate) (027-11)

VIII. **ITEM OF PUBLIC INTEREST**

- A. Consider request for dance permit from Mad K Country LLC doing business as The Branding Iron located at 5861 Feather River Boulevard and take action as appropriate. (Ten minute estimate) (028-11)

IX. **CORRESPONDENCE** - (029-11)

- A. Notice from State of California Fish Commission relating to re-adoption of emergency regulations concerning Stewarts Point State Marine Reserve and Stewarts Point State Marine Conservation Area.

X. **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.**

XI. **CLOSED SESSION: Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.**

- A. Pending litigation pursuant to Government Code §54956.9(a) - Sacramento County et al vs. State of California et al
- B. Threatened litigation pursuant to Government Code §54956.9(b) - One Case/Wilden

XII. **ADJOURN**

**COMMITTEE MEETINGS**

**1:30 P.M. Land Use and Public Works Committee** - (Supervisors Abe and Stocker - Alternate Supervisor Nicoletti)

- A. Consider summary vacating bike easement over lot "H" of Tract Map No. 98-578, Rio Del Oro subdivision - Community Development and Services (Ten minute estimate) (007-11)

**Human Services Committee** - (Supervisors Stocker and Vasquez - Alternate Supervisor Abe)

- A. Consider approval of Children's Medical Services (CMS) Plan Guidelines for Fiscal Year 2010-2011 and authorizing the Chair to sign CMS Certification Statements included in the plan - Health and Human Services Department (Ten minute estimate) (030-11)

**1/11/2011 - 5:00 P.M.     Wheatland City/County Liaison Committee - CANCELLED**  
**Wheatland City Hall**  
**111 C Street**  
**Wheatland, California**

**1/14/2011 - 11:00 A.M.     Olivehurst Public Utility District/County Liaison Committee**  
**OPUD Board Room**  
**1970 9th Avenue**  
**Olivehurst, California 95961**

In compliance with the American 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 one full business day 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**

**PUBLIC COMMUNICATIONS:** Members of the public shall be allowed to address the Board of Supervisors on items not appearing on the agenda which are of interest to the public and are within the subject matter jurisdiction of the Board, provided that no action shall be taken unless otherwise authorized by law. 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.

**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.

**PUBLIC INFORMATION:** Copies of §6.7 shall be posted along with agendas.

**End**





*CONSENT*  
*AGENDA*



# *The County of Yuba*

**Agricultural Commissioner – Weights & Measures**  
**915 8<sup>th</sup> Street, Suite 127 – Marysville, CA 95901**

**LOUIE B. MENDOZA, JR.**  
AGRICULTURAL COMMISSIONER  
DIRECTOR OF WEIGHTS & MEASURES



009-11

(530) 749-5400  
Fax (530) 749-5404  
yubaag@co.yuba.ca.us

**KEVIN ROUSH**  
ASSISTANT  
AGRICULTURAL COMMISSIONER  
DIRECTOR OF WEIGHTS & MEASURES

**TO: YUBA COUNTY BOARD OF SUPERVISORS**

**FROM: LOUIE B. MENDOZA, JR., AGRICULTURAL COMMISSIONER** *LM*

**SUBJECT: OUT-OF-STATE TRAVEL**

**DATE: January 11, 2011**

**Recommendation:**

Consider authorization for out of state travel for the Agricultural Commissioner to represent Yuba County as part of the California Agricultural Commissioners and Sealers Association (CACASA) on their delegation to Washington, D.C. tentatively scheduled from February 28<sup>th</sup>, 2011 through March 4<sup>th</sup>, 2011.

**Background:**

Each year, CACASA selects participants to be part of the California delegation that meets with legislators and department secretaries in Washington D.C. to advocate for state, regional and local agricultural and weights and measures issues. Currently the Yuba County Agricultural Commissioner is on the CACASA D.C. delegation subcommittee and has represented Yuba County the past two years. In an effort to have continuity and establish long term point of contact relationships with Washington D.C. legislators and agency secretaries, the Yuba County Agricultural Commissioner has been selected again to participate in the delegation.

As per the Yuba County Policy & Procedures Manual, Policy Number: D-1, out of state travel by department heads requires approval by the County Administrator and the Board of Supervisors.

**Discussion:**

The Yuba County Agricultural Commissioner has been selected to represent CACASA as part of their delegation to Washington, D.C. tentatively scheduled from February 28<sup>th</sup>, 2011 through March 4<sup>th</sup>, 2011. This trip will allow the Agricultural Commissioner to represent local, regional and state agricultural and weights and measures issues as well as, give the Commissioner opportunity to be a voice for Yuba County on pertinent local issues that can be shared with Legislators and various Federal Departments. This delegation will meet with individuals to discuss a variety of issues, with specific focus on:

- Appropriations for the current and 2012 Farm Bill and directing funds to benefit California agriculture.

- High Risk Pest Exclusion and Pest Trapping appropriations as well as support funding for Border Stations for invasive pests.
- Support the Canine Inspection Team appropriations.
- Seek appropriation request for Non Domestic Animal Damage Control funding for California that would reduce the county cost of the program.
- Meet with the United States Postal Service to discuss MOU and continued agricultural inspections at the West Sacramento Facility and others.
- Other agricultural and weights and measures items.

Last year's delegation was successful in assuring that \$13.1 million of the available \$50 million was appropriated for "early plant pest detection and surveillance" that protects California against invasive pests. \$3 million of the \$13.1 million was allocated to the Canine Inspection Team ("dog team") – bringing the total number of dog teams to thirteen (13) in state. The delegation met with U.S. Forest Service representatives and Legislative members on the issue of Noxious and Invasive weed control of federal lands and with USDA Wildlife Services in efforts to procure additional funds for California. Additionally, the CACASA delegation provided a Capitol Hill Briefing (listening session) through the California Institute for Federal Policy Research.

Overall, the presence of CACASA in Washington D.C. is beneficial to the state and to individual counties, such as Yuba. As competition for available funding increases, having a presence with name recognition will be beneficial to local and state agriculture interests.

#### **Committee Action:**

None – This item is brought directly to the Board of Supervisors for consideration due to the official request for participation of the Yuba County Agricultural Commissioner on December 24, 2010.

On December 28, 2010, Robert Bendorf, Yuba County Administrative Officer, approved the out of state travel for the Agricultural Commissioner.

#### **Fiscal Impact:**

The estimated cost for air fare, parking, lodging, meals and local transportation costs should not exceed \$2,000 for the out of state travel for the Agricultural Commissioner. Yuba County will be reimbursed by CACASA to help cover the costs. The Agricultural Commissioner is seeking out of state travel approval by the Yuba County Board of Supervisors so that airfare and lodging arrangements can be made as soon as possible.




# *The County of Yuba*

## **Office of the Board of Supervisors**

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January 11, 2011

**TO:** Board of Supervisors  
**FROM:** Chairman Roger Abe   
**SUBJECT:** **Cancellation of Certain Board Meetings**

*Recommendation:*

Approve Board of Supervisors meeting schedule for 2011 and cancelling certain meetings.

*Background and Discussion:*

The meeting calendar for 2011 allows for 34 regular Board meetings. Certain meetings are recommended cancelled for department heads to prepare budgets and presentations for Fiscal Year 2011/12. The regular meetings of January 18 and August 15 are proposed cancelled and instead will be for Board workshops on the budget. Other meetings cancelled allow for a summer meeting schedule similar to 2010.

*Committee Action:*

This matter is being brought directly to the Board for consideration.

*Fiscal Impact:*

None.

Ds  
Attachment

# 2011

## January

Jan. 03 12:00 p.m.  
 Jan. 04 6:00 p.m.  
 Jan. 11 9:30 a.m.  
 Jan. 18 9:30 a.m. BUDGET  
 WORKSHOP  
 Jan. 25 Cancelled

## April

Apr. 05 6:00 p.m.  
 Apr. 12 9:30 a.m.  
 Apr. 19 Cancelled  
 Apr. 26 9:30 a.m.

## July

Jul. 05 Cancelled  
 Jul. 12 9:30 a.m.  
 Jul. 19 Cancelled  
 Jul. 26 9:30 a.m.

## October

Oct. 04 6:00 p.m.  
 Oct. 11 9:30 a.m.  
 Oct. 18 9:30 a.m.  
 Oct. 25 9:30 a.m.

## February

Feb. 01 6:00 p.m.  
 Feb. 08 9:30 a.m.  
 Feb. 15 Cancelled  
 Feb. 22 9:30 a.m.

## May

May 03 6:00 p.m.  
 May 10 9:30 a.m.  
 May 17 9:30 a.m.  
 May 24 Cancelled  
*May 31 No Meeting*

## August

Aug. 02 6:00 p.m.  
 Aug. 09 9:30 a.m.  
 Aug. 16 Cancelled  
 Aug. 23 9:30 a.m.  
*Aug. 30 No Meeting*

## November

Nov. 01 6:00 p.m.  
*Nov. 08 No meeting*  
 Nov. 15 9:30 a.m.  
*Nov. 22 No Meeting*  
*Nov. 29 No Meeting*

## March

Mar. 01 6:00 p.m.  
 Mar. 08 9:30 a.m.  
 Mar. 15 Cancelled  
 Mar. 22 9:30 a.m.  
*Mar. 29 No Meeting*

## June

Jun. 07 6:00 p.m.  
 Jun. 14 Cancelled  
 Jun. 21 9:30 a.m.  
 Jun. 28 9:30 a.m.

## September

Sep. 06 Cancelled  
 Sep. 13 9:30 a.m.  
 Sep. 20 9:30 a.m.  
 Sep. 27 9:30 a.m.

## December

Dec. 06 6:00 p.m.  
 Dec. 13 9:30 a.m.  
 Dec. 20 Cancelled  
 Dec. 27 Cancelled

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*Pursuant to Ordinance Code 2.25.010 "any regular meeting...that falls upon a holiday  
 There shall be no regular meeting in any work week having 2 County holidays."  
 Pursuant to Ordinance Code 2.25.020 no regular meeting shall be held on the 5th  
 Tuesday in any calendar month.*

# The County of Yuba

011-11

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## Office of Clerk of the Board of Supervisors

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To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

A handwritten signature in black ink, appearing to read "Donna Stottlemeyer", is written over the "From:" line.

Subject: Yuba County Planning Commission – District One Representative

Date: January 11, 2011

### Recommendation

Appoint Ms. Alyssa Lindman to the Yuba County Planning Commission as the District One Representative for a term to expire January 13, 2015.

### Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This vacancy was posted as a scheduled vacancy due to the expiration of Mr. Zimmerman's term. One application was received from Ms. Lindman and is attached for your review and consideration

In light of the expressed interest, it would be appropriate to make the appointment at this time.

### Fiscal Impact

None for appointment. Planning Commissioners receive \$75 per meeting attended.

### Committee Action

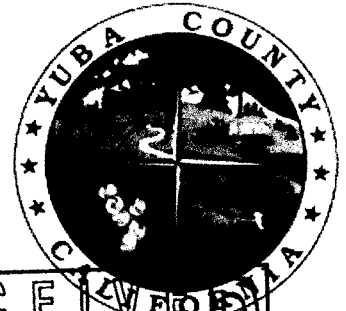
None required.

/rf

attachment

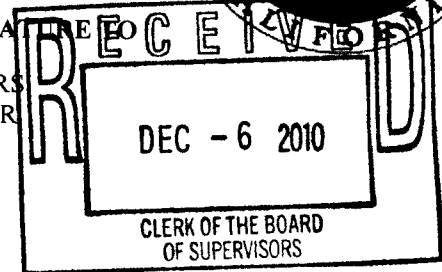
# The County of Yuba

Application for Board/Commission/Committee  
Appointed by the Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO

CLERK OF THE BOARD OF SUPERVISORS  
YUBA COUNTY GOVERNMENT CENTER  
915 EIGHTH STREET, SUITE 109  
MARYSVILLE, CA 95901  
(530) 749-7510



Planning Commission - District 1

PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:	<u>Alyssa Lindman</u>
MAILING ADDRESS:	<u>[REDACTED]</u>
PHYSICAL ADDRESS:	<u>(same as above)</u>
TELEPHONE:	HOME: <u>[REDACTED]</u> WORK: <u>N/A</u>
EMAIL ADDRESS:	<u>[REDACTED]</u>
OCCUPATION/PROFESSION:	<u>Landscape Planner</u>
SUPERVISOR/ DISTRICT NUMBER:	<u>Andy Vasquez, District 1</u>
REASONS YOU WISH TO SERVE ON THIS BODY:	<u>To lend my professional experience to the county in matters of planning and to affect+change in my local community</u>
QUALIFICATIONS:	<u>I have a BS in Landscape Architecture w/ a minor in Landscape Restoration. I also have over 5 years of professional experience in LA</u>
LIST PAST AND CURRENT PUBLIC POSITIONS HELD:	<u>Currently serve on Yuba County Trails Commission as the Environmentalist Representative</u>

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO  
IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

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

Alyssa Lindman  
SIGNATURE

12/6/10  
DATE

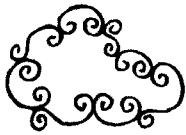
#### THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: \_\_\_\_\_

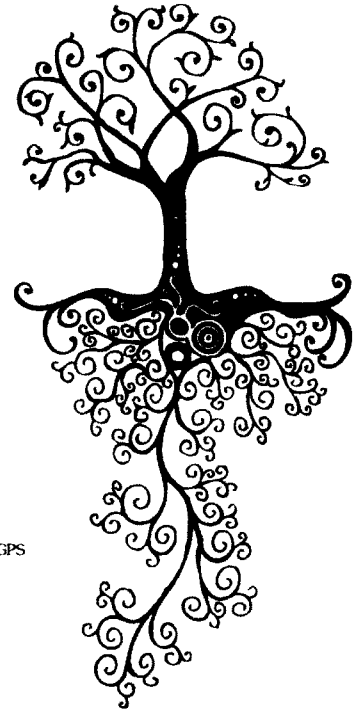
☐ OTHER: \_\_\_\_\_





# ALYSSA LINDMAN

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## EDUCATION

- Graduated University of California, Davis in June 2004 with a B.S. in Landscape Architecture and a minor in Landscape Restoration.
- LEED AP for New Construction & Renovations, 2009
- SWPPP Monitoring Certification Class, 2009
- Winner of the ASLA Sierra Chapter Fremont Park Design Competition
- Strong computer background with experience using AutoCAD for design and construction documents and GIS/Trimble Pathfinder GPS products for field data collection and site analysis/design. Knowledge of Adobe Photoshop and Illustrator.

## EXPERIENCE

### Environmental Representative

August 2010 – present

Yuba County Trails Commission, Yuba County, CA

- Provide input to county Board of Supervisors and Planners on items pertaining to county development

### Board Member & Volunteer

June 2008 – present

Middle Mountain Foundation, Yuba City, CA

- Currently serve on the MMF Board, which meets monthly to discuss various matters related to the preservation and protection of the Sutter Buttes.
- Act as B.U.G. (back-up guide) for hikes in the Sutter Buttes.
- Assist with the development and design of a historic schoolhouse in Sutter County. This includes coordination with MMF and Sutter County Planning Department, assisting with application for historic designation and development of landscape improvement plans and cost estimates.

### Landscape Planner

June 2006 – July 2010

Foothill Associates, Rocklin, CA

- Experience ranges from using ACAD to design public spaces, residential landscapes and irrigation plans to more informal projects related to creek restoration and vernal pool construction.
- Assisted with construction management and monitoring of a 200-acre vernal pool preserve. During construction, duties included checking grade, determining hardpan depth and locating spoils/upland areas. Alyssa worked with several equipment operators, including scrapers, dozers and graders. Alyssa's coordination with equipment operators helped things go smoothly and efficiently. Alyssa assisted with hydrologic and invertebrate monitoring for mitigation compliance.
- Assist with arborist surveys
- Prepared several conservation and mitigation bank documents for various projects.
- Knowledge and use of GPS units for surveying and data capture. Knowledge of GIS programs to create graphics and figures for environmental reports and monitoring.
- SWPPP document preparation and SWPPP monitoring

### Restoration Designer

May 2004 – June 2006

Wildlands, Inc., Rocklin, CA

- Experience using AutoCAD to prepare concept designs and construction documents. This includes determining cut and fill volumes, creating site analysis maps, details, sections, stakeout plans, and other figures needed for permitting purposes.
- Complete large-scale grading and irrigation drawings, SWPPP documents, bidding and cost estimate spreadsheets.
- Field Work including: staking out points for construction, hydro monitoring of created vernal pools, and conducting topographic surveys. Alyssa has experience with operating, loading and transporting ATVs for various types of field work.
- Construction management of a 600-acre site in Solano County where 45-acres of vernal pools were built.





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**Office of Clerk of the Board of Supervisors**

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**To:** Board of Supervisors

**From:** Donna Stottlemeyer, Clerk of the Board

**Subject:** Library Advisory Commission – District One, Three, and Five Representatives

**Date:** January 11, 2011

**Recommendation**

Reappoint Chuck Carver as the District One Representative and Sue Cejner-Moyers as the District Five Representative for terms ending December 31, 2014; and appoint Charissa McClain as the District Three Representative for a term ending December 31, 2012 to the Library Advisory Commission.

**Background and Discussion**

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. District one and Five vacancies are scheduled vacancies due to the expiration of the Mr. Carver and Ms. Cejner-Moyers' terms. District Three vacancy is unscheduled due to the resignation of Ms. Inger Price.

In light of the expressed interest, it would be appropriate to make the appointment at this time.

**Fiscal Impact**

None

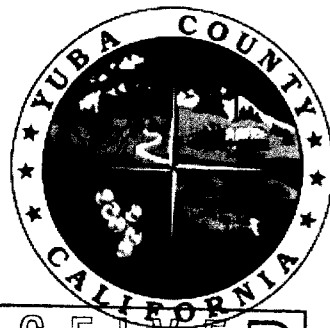
**Committee Action**

None required.

Attachment

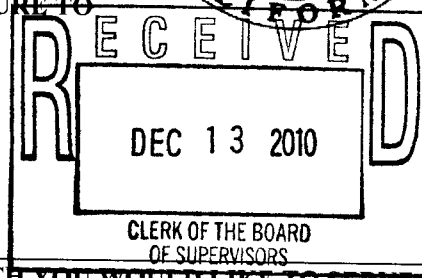
# The County of Yuba

Application for Board/Commission/Committee  
Appointed by the Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO

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MARYSVILLE, CA 95901  
(530) 749-7510



Library Commission

PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:

CHARLES F CARVER

MAILING ADDRESS:

PHYSICAL ADDRESS:

SAME

TELEPHONE:

HOME:

WORK:

N/A

EMAIL ADDRESS:

NONE

OCCUPATION/PROFESSION:  
SUPERVISOR/ DISTRICT  
NUMBER:

RETIRED

REASONS YOU WISH TO  
SERVE ON THIS BODY:

TO SERVE THE COMMUNITY AS BEST  
I CAN

QUALIFICATIONS:

HAVING SERVED ON THE COMMITTEE FOR  
X NUM. OF YEARS

LIST PAST AND CURRENT  
PUBLIC POSITIONS HELD:

CHAIR, YUBA CO COMMISSION ON AGING

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

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

SIGNATURE

Charles F. Carver

DATE

13 NOV 10

#### THIS SECTION FOR OFFICE USE ONLY

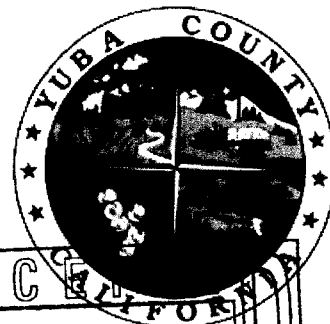
☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

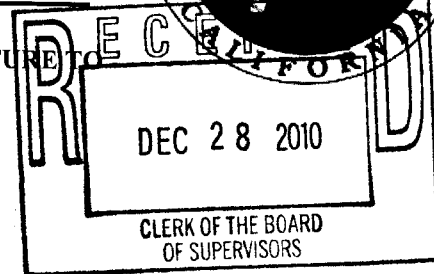
# The County of Yuba

Application for Board/Commission/Committee  
Appointed by the Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO

CLERK OF THE BOARD OF SUPERVISORS  
YUBA COUNTY GOVERNMENT CENTER  
915 EIGHTH STREET, SUITE 109  
MARYSVILLE, CA 95901  
(530) 749-7510



Yuba County Library Advisory Commission

PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME: Sue Cejner-Moyers

MAILING ADDRESS:



PHYSICAL ADDRESS: same

TELEPHONE:

HOME:



WORK:

no

EMAIL ADDRESS:



OCCUPATION/PROFESSION: Retired Educator

SUPERVISOR/ DISTRICT

NUMBER:

District #5

REASONS YOU WISH TO

SERVE ON THIS BODY:

Bring needs of community to attention of  
Library and County staff.

QUALIFICATIONS:

Retired Teacher, director - Public events co-ord.

Pres. Historical Society. Tour & local historical Researcher

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

Apt. to Ad. Board 1 term.

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON?

☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

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

Sue Cejner-Moyers  
SIGNATURE

12-20-10  
DATE

## THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

# The County of Yuba

Application for Board/Commission/Committee  
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MARYSVILLE, CA 95901  
(530) 749-7510

Yuba County Library Advisory Commission

PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:

*Charissa Marie McClain*

MAILING ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:

SUPERVISOR/ DISTRICT

NUMBER:

*3*

*Compliance administrator @ gold country bank*

REASONS YOU WISH TO

SERVE ON THIS BODY:

QUALIFICATIONS:

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

*Libraries serve as important community centers  
for knowledge sharing and learning. With literacy rates and  
current master's student in a Public Policy program,  
in addition, I have 15 years experience in credit analysis and budgeting.*

*None*

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU  
WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

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MY KNOWLEDGE.

SIGNATURE

DATE

*12-16-10*

#### THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

Concerns over the quality of education received, libraries  
have become more important than ever before. I would like the  
opportunity to offer my skills ~~assist~~ Yuba County's library system.







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**Office of Clerk of the Board of Supervisors**

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**To:** Board of Supervisors

**From:** Donna Stottlemeyer, Clerk of the Board

**Subject:** Planning Commission - District Five Representative

**Date:** January 11, 2011

**Recommendation**

Reappoint Meldine Rodda to the Planning Commission as the District Five Representative for a term ending January 13, 2015.

**Background and Discussion**

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This vacancy was posted as a scheduled vacancy due to the expiration of Ms. Rodda's term whose application is attached.

In light of the expressed interest, it would be appropriate to make the appointment at this time.

**Fiscal Impact**

None

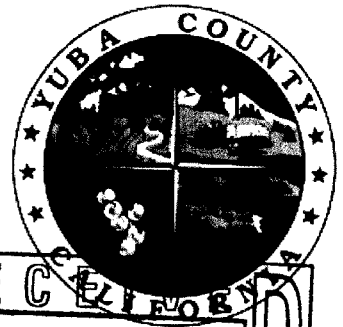
**Committee Action**

None required.

Attachment

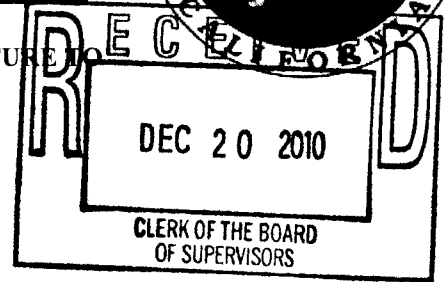
# The County of Yuba

## Application for Board/Commission/Committee Appointed by the Board of Supervisors



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YUBA COUNTY GOVERNMENT CENTER  
915 EIGHTH STREET, SUITE 109  
MARYSVILLE, CA 95901  
(530) 749-7510



YUBA COUNTY PLANNING COMMISSION

PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:

Meldine Rodda

MAILING ADDRESS:

[REDACTED]

PHYSICAL ADDRESS:

[REDACTED]

TELEPHONE:

HOME:

[REDACTED]

WORK:

[REDACTED]

EMAIL ADDRESS:

[REDACTED]

OCCUPATION/PROFESSION:  
SUPERVISOR/DISTRICT  
NUMBER: 5

Bookkeeper Mgr Western Store

REASONS YOU WISH TO  
SERVE ON THIS BODY:

Was appointed in 2009 would like  
to continue serving.

QUALIFICATIONS:

Have served previously and a longtime  
lifetime Yuba County resident.

LIST PAST AND CURRENT  
PUBLIC POSITIONS HELD:

Yuba Co. Grand Juror 2 yrs and now  
12/10 until 7/01/11

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

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SIGNATURE

Meldine L. Rodda

DATE

12/15/10

### THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

# *The County of Yuba*

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Office of Clerk of the Board of Supervisors

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**To:** Board of Supervisors

**From:** Donna Stottlemeyer, Clerk of the Board

**Subject:** Yuba County Fish and Game Advisory Commission – District 5 and 1 Representatives

**Date:** January 11, 2011

## **Recommendation**

Reappoint Robert Winchester to the Yuba County Fish and Game Advisory Commission as the District 5 Representative, and appoint Frank Hall as the District One Representative for terms to expire December 31, 2014.

## **Background and Discussion**

The Local Appointment List of all Boards/Commissions/Committees has been continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. Both scheduled vacancies are due to the expiration of Mr. Winchester's and Mr. Frank Cook's term. Applications are attached for your review and consideration.

In light of the expressed interest, it would be appropriate to make these appointments at this time.

## **Fiscal Impact**

None

## **Committee Action**

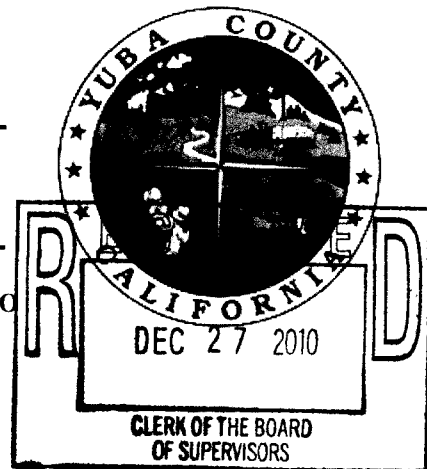
None required.

# The County of Yuba

Application for Board/Commission/Committee  
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YUBA COUNTY GOVERNMENT CENTER  
915 EIGHTH STREET, SUITE 109  
MARYSVILLE, CA 95901  
(530) 749-7510



Fish & Game Advisory Commission District 5  
PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:

ROBERT V. MINCHESTER

MAILING ADDRESS:

PHYSICAL ADDRESS:

SAME

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:

RANCHER

SUPERVISOR/ DISTRICT

NUMBER:

5

REASONS YOU WISH TO

SERVE ON THIS BODY:

YEARS PAST SERVICE, JR HUNTER PROGRAM  
HELPED WRITE BYLAWS

QUALIFICATIONS:

BS GEN AG, RTR. AGRICULTURAL ENGINEER  
active conservation, support Jr. Program

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

DIRECTOR BROWNS VALLEY IRRIGATION  
District

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☐ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

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SIGNATURE

Robert V. Mincheste

DATE

12-17-10

## THIS SECTION FOR OFFICE USE ONLY

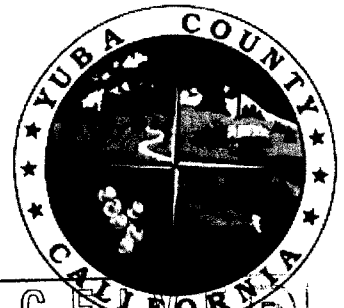
☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

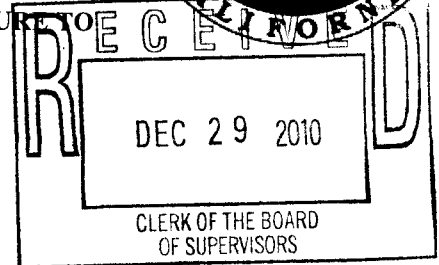
# The County of Yuba

Application for Board/Commission/Committee  
Appointed by the Board of Supervisors



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915 EIGHTH STREET, SUITE 109  
MARYSVILLE, CA 95901  
(530) 749-7510



FISH AND GAME ADVISORY

PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:	<u>FRANK HALL</u>
MAILING ADDRESS:	<u>[REDACTED]</u>
PHYSICAL ADDRESS:	<u>SAME AS ABOVE</u>
TELEPHONE:	HOME: <u>[REDACTED]</u> WORK: <u>[REDACTED]</u>
EMAIL ADDRESS:	<u>[REDACTED]</u>
OCCUPATION/PROFESSION:	<u>JOURNEYMAN MECHANIC</u>
SUPERVISOR/ DISTRICT NUMBER:	<u>DISTRICT #1 ANDY VASQUEZ</u>
REASONS YOU WISH TO SERVE ON THIS BODY:	<u>MY EXPERIENCE AND KNOWLEDGE OF WILDLIFE; THE KNOWLEDGE ON BACK TO GET MONEY THAT BELONGS TO THE COMMISSION; ABILITY TO</u>
QUALIFICATIONS:	<u>28 yrs wildlife/sportsman exp</u> <u>Knowledge of the area</u>
LIST PAST AND CURRENT PUBLIC POSITIONS HELD:	<u>POLICE OFFICER FOR CITY OF WHEATLAND</u>

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

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Frank Hall

SIGNATURE

12-26-10

DATE

THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

12-29-10 CC. To Andy Vasquez

WORK WITH LOCAL WARDENS in getting results FROM TICKETS AND WILDLIFE AREAS.

ABILITY TO WORK HARD AND GO AFTER MONEY AND LAND TO BE USED FOR WILDLIFE.



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**Office of Clerk of the Board of Supervisors**

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**To:** Board of Supervisors

**From:** Donna Stottlemeyer, Clerk of the Board

A handwritten signature in cursive script, appearing to read "Donna Stottlemeyer", is written over the "From:" line.

**Subject:** Community Services Commission – District 5 Representative

**Date:** January 11, 2011

## **Recommendation**

Reappoint Bob Swift to the Community Services Commission as the District 5 Representative for a term to expire December 31, 2014.

## **Background and Discussion**

The Local Appointment List of all Boards/Commissions/Committees has been continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This is a scheduled vacancy due to the expiration of Mr. Swift's term. His application is attached for your review and consideration.

In light of the expressed interest, it would be appropriate to make the appointment at this time.

## **Fiscal Impact**

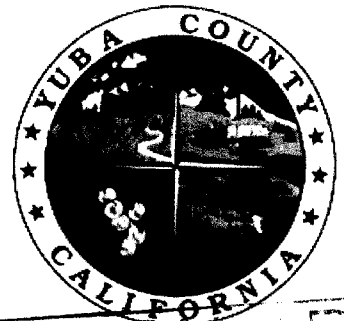
None

## **Committee Action**

None required.

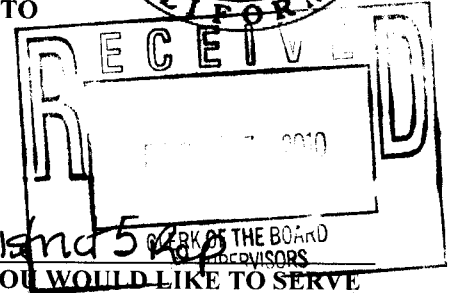
# The County of Yuba

Application for Board/Commission/Committee  
Appointed by the Board of Supervisors



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YUBA COUNTY GOVERNMENT CENTER  
915 EIGHTH STREET, SUITE 109  
MARYSVILLE, CA 95901  
(530) 749-7510



Community Services Commission District 5  
PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:

BOB SWIFTRU

MAILING ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:  
SUPERVISOR/ DISTRICT  
NUMBER:

REGISTERED NURSE with CPS & RECORD OF  
1406 STOCKTON, DISTRICT 5

REASONS YOU WISH TO  
SERVE ON THIS BODY:

TO CONTINUE SERVICE ON THE COMMISSION  
& HELPING THE COMMUNITY

QUALIFICATIONS:

40 YEARS OF EXPERIENCE IN THE HEALTH  
CARE FIELD RANGING FROM ACUTE CARE TO SKILLED

LIST PAST AND CURRENT  
PUBLIC POSITIONS HELD:

CURRENTLY DISTRICT 5 REP FOR COMMUNITY SERVICES  
CURRENTLY MEMBER SUBSTANCE ABUSE ADVISORY BOARD

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

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BOB SWIFTRU  
SIGNATURE

12-17-10  
DATE

## THIS SECTION FOR OFFICE USE ONLY

☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.

☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_





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**Office of Clerk of the Board of Supervisors**

---

**To:** Board of Supervisors

**From:** Donna Stottlemeyer, Clerk of the Board

**Subject:** Commission on Aging - District One Representative

**Date:** January 11, 2011

A handwritten signature in cursive script, appearing to read "Donna Stottlemeyer", is written over the subject line.

**Recommendation**

Reappoint Gertrude Hinojosa to the Commission on Aging as a District One Representative for a term ending December 31, 2014.

**Background and Discussion**

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This vacancy was posted as a scheduled vacancy due to the expiration of Ms. Hinojosa's term whose application is attached.

In light of the expressed interest, it would be appropriate to make the appointment at this time.

**Fiscal Impact**

None

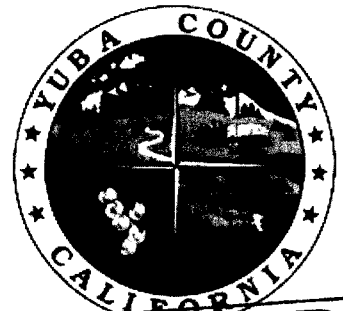
**Committee Action**

None required.

Attachment

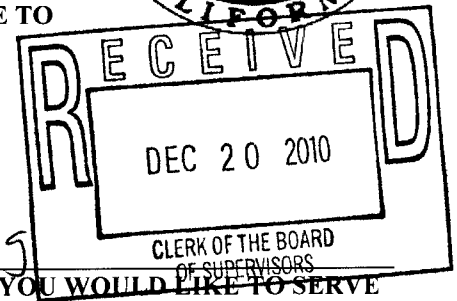
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(530) 749-7510



Yuba County Commission on Ageing  
PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME: Gertrude Hinojosa

MAILING ADDRESS: [REDACTED]

PHYSICAL ADDRESS: \_\_\_\_\_

TELEPHONE: HOME: [REDACTED] WORK: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

OCCUPATION/PROFESSION: \_\_\_\_\_  
SUPERVISOR/ DISTRICT NUMBER: Dist One (Linda) Commission on Ageing

REASONS YOU WISH TO SERVE ON THIS BODY: getting word out to Hispanics of what's going on. I enjoy Helping people, especially seniors.

QUALIFICATIONS: \_\_\_\_\_

LIST PAST AND CURRENT PUBLIC POSITIONS HELD: years ago in Fresno volunteer to Girl scout, Boys Scouts, Church Right now I am pres of UFW AUX Marysville

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

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

Gertrude Hinojosa  
SIGNATURE

Dec 17 -10  
DATE

#### THIS SECTION FOR OFFICE USE ONLY

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☐ APPLICANT APPOINTED: \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

# *The County of Yuba*

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

DECEMBER 14, 2010 – MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:42 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 Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Griego presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Nicoletti
- 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: John Nicoletti                      SECOND: Andy Vasquez  
 AYES: John Nicoletti, Andy Vasquez, Mary Jane Griego, Roger Abe, Hal Stocker   NOES: None   ABSTAIN:  
 None

A. Auditor-Controller

1. Adopt resolution authorizing the mandatory imposition of a four dollar penalty per traffic violation pursuant to the Emergency Medical Air Transportation Act. (568-10)  
 Adopted Resolution No. 2010-132, which is on file in Yuba County Resolution Book No. 41 entitled:  
 "RESOLUTION AUTHORIZING THE MANDATORY IMPOSITION OF A FOUR DOLLAR (\$4)  
 PENALTY PER TRAFFIC VIOLATION PURSUANT TO THE EMERGENCY MEDICAL AIR  
 TRANSPORTATION ACT."

B. Board of Supervisors

1. Fill vacancies to the Yuba County Commission on Aging by moving Ethel Jorgensen from the At-Large Representative to the District Two Representative with a term to end December 31, 2012; appoint Gayle Diamond as the At-Large Representative with a term to end May 5, 2012; and appoint Sue Cejner-Moyers as the District Five Representative with a term to end December 31, 2014. (552-10) Approved.
2. Cast ballot for John Nicoletti as the Supervisor Representative for Group 2 Counties on the County Medical Service Program Governing Board. (569-10) Approved.

C. Clerk of the Board of Supervisors

1. Adopt list of ongoing boards, commissions, and committees appointed by the Board of Supervisors. (553-10) Adopted.

D. Community Development and Services

1. Award and approve contract with Drake Haglan and Associates for the Timbuctoo Road and over deep ravine No. 1 bridge replacement project and authorize the Chair to execute same. (554-10) Approved.
2. Approve contract amendment with Yuba Sutter United Way in the amount of \$25,000 for continuation of services as a provider for the Recreation Coordinator Pilot Program and authorize Chair to execute. (555-10) Approved.
3. Approve Ponderosa Park Project as complete and release Performance Bond No. 2090695 Contract No. 2010-5064D for the project. (556-10) Approved.
4. Adopt resolution authorizing purchase of real property from Gilbert Retail Holdings, LLC and authorizing the Public Works Director to execute all document required to finalize purchase of property located on the north side of Broadway Road and east side of Feather River Boulevard identified as APN 014-300-080, 081, 082 for potential Olivehurst Public Utility District Community Park. (557-10)  
Adopted Resolution No. 2010-133, which is on file in Yuba County Resolution Book No. 41 entitled: "RESOLUTION AUTHORIZING PURCHASE OF THE REAL PROPERTY FROM GILBERT RETAIL HOLDINGS, LLC AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE ALL DOCUMENTS REQUIRED TO FINALIZE THE PURCHASE OF THE PROPERTY BY THE COUNTY OF YUBA."

E. County Administrator

1. Adopt resolution repealing and enacting certain sections of the Yuba County Administrative Policy and Procedures Manual. (Finance and Administration Committee recommends approval) (558-10)  
Adopted Resolution No. 2010-134, which is on file in Yuba County Resolution Book No. 41 entitled: "RESOLUTION REPEALING AND ENACTING CERTAIN SECTIONS OF THE YUBA COUNTY ADMINISTRATIVE POLICY AND PROCEDURES MANUAL."

F. Treasurer-Tax Collector

1. Adopt resolution delegating investment authority to the Yuba County Treasurer for the year 2011. (559-10)  
Adopted Resolution No. 2010-135, which is on file in Yuba County Resolution Book No. 41 entitled: "RESOLUTION DELEGATING INVESTMENT AUTHORITY TO THE YUBA COUNTY TREASURER FOR THE YEAR 2011."
2. Receive County of Yuba Investment Pool Statement of Investment Policy. (560-10) Received.

IV. PUBLIC COMMUNICATIONS:

Economic Development Coordinator John Fleming advised a special briefing on the Beale Air Force Base Liberty MC 12 program on Friday December 17, at the Government Center in Conference Room 2.

Mr. Nick Spaulding, Oregon House, expressed concern regarding to language used in the General Plan Update Draft EIR and other related documents from the Planning Commission.

V. ORDINANCES AND PUBLIC HEARINGS: The Deputy Clerk read the disclaimer.

- A. Public Hearing - Hold public hearing, approve Chevron Energy Solutions energy and infrastructure improvement project; approve financing options for the project and authorize coordinating formal financing; direct staff to prepare final contracts and financing documents for subsequent Board approval. (570-10) Administrative Services Director Doug McCoy recapped issues relating to aging HVAC equipment and solutions to address funding for repairs and upgrades.

Mr. Jeff Small, Capitol Public Finance Group provided a Power Point presentation on the following financing objectives:

- Completion of energy efficiency project
- Avoid expenses related to antiquated equipment
- Finance interest during construction to prevent interest and utility expense in the same period
- Self Funded Options
  - 21 Year Rated Tax Exempt COP
  - Assumed rating of 'A-' and assumed interest rate of 5.25
  - Program costs paid with anticipated savings in utility costs
- Non-Self Funded Option
  - 16 year Tax Exempt Lease Purchase
  - Program costs paid with anticipated savings in utility costs
  - Assumed interest rate of approximately 4.25
  - Initial down payment can be can be paid with capital facility funds including money from tobacco securitization

Following Board discussion County Administrator Robert Bendorf responded to specific questions regarding current and projected capital expenditures.

Supervisor Stocker left the meeting at 10:42 a.m. and returned at 10:47 a.m.

Following additional Board discussion, Mr. Ashu Jain, Chevron, answered Board questions relating to savings decline, equipment failure, and risk guarantee offered by Chevron as part of the agreement.

MOTION: Move to close the public hearing and approve the energy and infrastructure improvement project, directed staff to prepare final contract and financial options for self funding and non-self funding

MOVED: John Nicoletti

SECOND: Hal Stocker

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

ABSTAIN: None

- B. Public Hearing - Hold public hearing and adopt findings of fact, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$1,704.00 and the recording of a lien located at 8098 Quartz Lane, Smartsville (Bank of America). (Ten minute estimate) (561-10) Code Enforcement Officer Debbie McNally recapped actions and responded to Board inquiries.

Chair Griego opened the public hearing. No one came forward.

MOTION: Move to close the public hearing and adopt findings of fact

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

- C. Public Hearing - Hold public hearing, waive reading, and adopt ordinance amending certain section of Title XII of the Yuba County Ordinance Code Chapter 12.05 by adding Chapter 12.140 as it relates to solar and wind energy systems. (Ten minute estimate) (562-10) Planning Director Wendy Hartman recapped the necessity for amending the current ordinance to address wind turbines and responded to Board inquiries.

Following Board discussion, Counsel Angil Morris-Jones advised Planning Department would research the use of smaller wind turbines for residential use and present their findings to the Board at a later date.

Chair Griego opened the public hearing. The following individual spoke:

Mr. Nick Spaulding, Oregon House, expressed concerns regarding the rush to approve an ordinance and the limitations and restrictions within the ordinance.

Following additional Board discussion, Ms. Hartman and Community Development Director Kevin Mallen responded to inquiries regarding size of systems and maximum kilowatts allowed per type of use.

MOTION: Move close the public hearing and adopt ordinance

MOVED: John Nicoletti SECOND: Hal Stocker

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

Adopted Ordinance No. 1502, which is on file in Yuba County Ordinance Book No. 22 entitled: "AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE YUBA COUNTY ZONING ORDINANCE CODE (CHAPTER 15.05) AND ADDING CHAPTER 12.140 AS IT RELATES TO SOLAR AND WIND ENERGY SYSTEMS."

- D. Public Hearing - Hold public hearing, waive reading, and adopt ordinance amending certain section of Title XII of the Yuba County Ordinance Code Chapters 12.05, 12.45, and 12.105 as it relates to emergency shelters and transitional and supportive housing. (Ten minute estimate) (563-10) Planning Director Wendy Hartman provided a brief recap of the ordinance and history and responded to Board inquiries.

Chair Griego opened the public hearing. No one came forward.

MOTION: Move to close the public hearing and adopt ordinance

MOVED: John Nicoletti

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

Adopted Ordinance No. 1503, which is on file in Yuba County Ordinance Book No. 22 entitled: "AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE YUBA COUNTY ZONING ORDINANCE CODE (CHAPTERS 12.05, 12.45, AND 12.105) AS IT RELATES TO EMERGENCY SHELTERS AND TRANSITIONAL AND SUPPORTIVE HOUSING."

VI. CORRESPONDENCE - 564-10

- A. One local Biennial Notice advising no amendment is required to the conflict of interest code for Camptonville Union School District.
- B. Letter from David Soares regarding the Draft General Plan 2030.

Direction was provided to the County Administrator to coordinate a meeting with the Yuba County Water Agency and Mr. David Soares, to address concerns.

Mr. Nick Spaulding, Oregon House, advised Mr. Soares group is a sub-committee of the Dobbins Oregon House Action Committee.

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

VII. BOARD AND STAFF MEMBERS' REPORTS: Reports were received on the following:

Supervisor Stocker:

- Memorial Adjournment - Ms. Peggy Louise Schuler and Mr. George Abel
- Fire Safe Council meeting held December 8, 2010 regarding feasibility discussion on a Bio-mass energy plant

Supervisor Abe left the meeting at 12:10 p.m. and returned at 12:13 p.m.

Supervisor Vasquez:

- Area 4 Agency on Aging approved senior nutrition site
- Requested language "Decision making body..." be clarified on future documents and reflect that entities name

Supervisor Abe:

- California State Association of Counties (CSAC) conference general session meeting held November 17, 2010 medical marijuana update
- Regional Council of Rural Counties election of president Mr. David Finigan of Del Norte County
- Commended Community Development and Services Fiscal Manager Sean Powers for having received a certificate from CSAC for excellence in government
- Congratulated Treasurer Dan Mierzwa for his appointment by CSAC to the California Statewide Community Development Authority Board of Commissioners as an alternate
- 2011 CSAC annual conference in San Francisco November 29 - December 2, 2011
- Wheatland Tree Lighting ceremony held December 3, 2010
- Federal Emergency Management Agency (FEMA) meeting held December 8, 2010
- Regional Wastewater Facility meeting held December 8, 2010
- Yuba Sutter Economical Development Corporation presentation at Government Center held December 9, 2010
- North Central Counties Consortium business development committee meeting held December 9, 2010

- Sierra Sacramento Valley EMS meeting held December 10, 2010 amending JPA to include counties of Butte, Colusa, Shasta, Siskiyou, and Tehama
- Hallwood Women's Club breakfast held December 12, 2010
- Memorial Adjournment - Mr. Harold Guynes

Supervisor Vasquez left the meeting at 12:20 p.m. and returned at 12:23 p.m.

Supervisor Nicoletti:

- Planning Commissions duties and responsibilities
- Flood awareness meetings held in District 10 and Wheatland
- Representative for Group 2 Counties on the County Medical Service Program Governing Board
- Beale Air Force Base Thunderbird air show April 30 and May 1, 2011

Supervisor Griego:

- Commended County Administrator Robert Bendorf for his roll and leadership in coordinating the Regional Waste Water forum
- Rural Urban Connections Strategies held December 10, 2010 in Sacramento
- Californian Local Area Formation Commission (Cal LAFCO) Board of Directors meeting regarding policies and regional issues
- Appointed Treasurer to the Cal LAFCO Board of Directors
- No Board of Supervisors meeting December 21, 2010
- Commended the planning committee and other individuals involved with 2010 Olivehurst Christmas Parade

County Administrator Robert Bendorf: Use of local contractor and subsequent jobs created associated with the Chevron Energy project

VIII. CLOSED SESSION: The Board retired into closed session at 12:33 p.m. to discuss the following:

A. Potential litigation pursuant to Government Code §54956.9(b) - Two Claims - Rogers/Studhalter

The Board returned from closed session at 12:45 p.m. with all members present as indicated above.

Counsel Angil Morris-Jones reported the Board rejected both claims by unanimous vote.

IX. ADJOURN: 12:46 p.m. by Chair Griego in memory of Mr. Peggy Louise Schuler, Mr. George Able and Mr. Harold Guynes.

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
BY: Rachel Ferris, Deputy Clerk

Approved: \_\_\_\_\_



# *The County of Yuba*

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

DECEMBER 28, 2010 - MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:34 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Roger Abe, and Hal Stocker. Supervisor Mary Jane Griego was absent. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Vice Chair Abe presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Abe
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Abe, Stocker, Supervisor Griego was absent
- 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: John Nicoletti

SECOND: Andy Vasquez

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

A. Clerk of the Board of Supervisors

1. Approve minutes of the regular meeting of December 7 and workshop of December 8, 2010. (568-10)  
Approved as written.

B. Community Development and Services

1. Accept as complete and authorize Public Works Director to execute notice of completion for River Highlands Waste Water Treatment Plant Project. (569-10) Approved.
2. Award contract to Quincy Engineering, Inc. to provide design services for the Alleghaney Road Bridge over Oregon Creek Project; approve agreement with Quincy Engineering, Inc.; and authorize Chair to execute same. (570-10) Approved.
3. Adopt resolution authorizing purchase of real properties from Michael J. McAllister and Kevin Hayashi identified as 9478 and 9414 La Porte Road associated with the La Porte Road at New York Creek Bridge Replacement Project. (571-10)

Adopted Resolution No. 2010-136, which is on file in Yuba County Resolution Book No. 41 entitled: "RESOLUTION AUTHORIZING PURCHASE OF REAL PROPERTIES FROM MICHAEL J. McALLISTER AND KEVIN HAYASHI AND AUTHORIZING THE BOARD CHAIR TO EXECUTE ALL DOCUMENTS REQUIRED TO FINALIZE THE PURCHASE OF THE PROPERTIES BY THE COUNTY OF YUBA."

IV. PUBLIC COMMUNICATIONS: No one came forward.

V. COUNTY DEPARTMENTS

A. Administrative Services

1. Approve purchase agreement with Yuba Street Ventures LLC for property known as 720 Yuba Street for the agreed upon purchase price of \$4.7 million for Sheriff's Facility; authorize Chair to execute same; and authorize Budget Transfer in the amount of \$4.7 million from Funds 229, 186, and 183 to Capital Improvements for same. (572-10) Director Doug McCoy provided a Power Point presentation on the following and responded to Board inquiries:
  - Building location
  - Proposed employee entrance
  - Proposed public entrance
  - Building inspection indicating no major problems
  - Remodel estimates \$100 to \$130 per square foot

County Administrator Robert Bendorf advised operating costs associated with custodial services and landscaping would be mitigated by the use of inmate labor, a current practice that would continue.

Mr. Jim Kennedy, Browns Valley, urged the Board to consider the cost of the building and renovations and funding sources

Supervisor Stocker left the meeting at 10:04 a.m. and returned at 10:07 a.m.

Counsel Angil Morris-Jones responded to specific Board inquiries regarding indemnification.

Sheriff Durfor recapped the necessity for the new facility due to growth, and reiterated defined funds for the purchase and remodel of the new facility are dedicated capital resources and cannot be used for other purposes, and was sensitive to the need to keep transparency throughout the project.

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

MOTION: Move to authorize Budget Transfer    MOVED: John Nicoletti  
AYES: John Nicoletti, Andy Vasquez, Roger Abe, Hal Stocker  
NOES: None    ABSTAIN: None  
ABSENT: Griego

B. Community Development and Services

1. Authorize a loan of up to \$4 million from Road Impact Fees collected from the Plumas Lake Specific Plan area (Trust 713) to provide funding for temporary cash flow needs for road fund capital projects.

(573-10) Director Mike Lee recapped the 2010 building season and projects, and the current necessity to maintain a positive cash flow until reimbursements from the State are received.

Treasurer Dan Mierzwa responded to specific inquiries regarding interest on the loan.

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

VI. CORRESPONDENCE - (574-10)

- A. Letter from California Department of Fish and Game regarding 2011-12 deer hunts.
- B. Letter from Auditor Controller enclosing Yuba Community College District independent audit dated June 30, 2010 (Report on file in Clerk of the Board office).
- C. Letter from Stewardship Council enclosing Guidelines for Achieving Property Tax Neutrality on watershed lands.

VII. BOARD AND STAFF MEMBERS' REPORTS: Reports were received on the following:

Supervisor Nicoletti:

- Memorial Adjournment in honor of Assessor David Brown's service to the County

Supervisor Abe:

- Wheatland Seniors dinner held December 16, 2010
- Regional Council of Rural Counties meeting held December 15, 2010

VIII. ADJOURN: 10:55 a.m. in honor of Assessor David Brown by Vice Chair Abe.

\_\_\_\_\_  
Chair

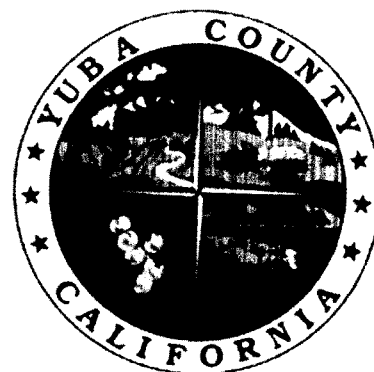
ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
By: Rachel Ferris, Deputy Clerk

Approved: \_\_\_\_\_

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

JANUARY 3, 2011 - MINUTES



The Honorable Board of Supervisors of the County of Yuba met in special session on the above date, commencing at 12:02 p.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 Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chair Griego presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Griego
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker - All Present
- III. CHAIR OF THE BOARD STATEMENT - (Chair Griego)

Chair Griego congratulated the newly elected officials, commended staff for their hard work and support, and recapped accomplishments of 2010.

- IV. ADJOURN SINE DIE
- V. OATH OF OFFICE - Clerk of the Board Donna Stottlemeyer introduced the elected officials and administer the oath of office to the following:

- District One Supervisor-elect Andy Vasquez
- District Five Supervisor Hal Stocker
- Assessor-elect Bruce Stottlemeyer
- Clerk-Recorder/Registrar of Voters Terry Hansen
- Auditor-Controller Dean Sellers
- District Attorney Patrick McGrath
- Sheriff-Coroner Steven L. Durfor
- Superintendent of Schools-elect Scotia Holmes Sanchez
- Treasurer-Tax Collector-elect Dan Mierzwa

- ## VI. ELECTION OF OFFICERS - Chair and Vice Chair

Supervisor Vasquez nominated Supervisor Abe for the office of Chairman.

**MOTION:** Move to cast unanimous ballot for Supervisor Abe as 2011 Chairman of the Board of Supervisors

**MOVED:** Andy Vasquez

**SECOND:** Hal Stocker

AYES: Andy Vasquez, Hal Stocker, John Nicoletti, Mary Jane Griego, Roger Abe

NOES: None ABSTAIN: None

Supervisor Griego nominated Supervisor Stocker for the office of Vice Chairman.

MOTION: Move to cast unanimous ballot for Supervisor Stocker as 2011 Vice Chairman of the Board of Supervisors

MOVED: Mary Jane Griego                      SECOND: John Nicoletti

AYES: Mary Jane Griego, John Nicoletti, Andy Vasquez, Roger Abe, Hal Stocker

NOES: None    ABSTAIN: None

VII.    RECOGNITION OF CHAIR GRIEGO

Chairman Abe presented a plaque to Supervisor Griego in recognition of her service as Board Chair for 2010.

VIII.    ADJOURN: 12:20 p.m. by Chairman Abe.

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Approved: \_\_\_\_\_





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**Office of Clerk of the Board of Supervisors**

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**To:** Board of Supervisors

**From:** Donna Stottlemeyer, Clerk of the Board *Donna Stottlemeyer*

**Subject:** Child Care Planning Council – Parent Consumer Representative

**Date:** January 4, 2011

**Recommendation**

Appoint Andrea Armstrong to the Child Care Planning Council as the Parent Consumer representative for a term ending September 30, 2013.

**Background and Discussion**

The Local Appointment List of all Boards/Commissions/Committees has been continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This is a scheduled vacancy which ended September 30, 2010. One application was received from Andrea Armstrong and is attached for your review and consideration. Also attached is a recommendation to appoint from the Council.

In light of the expressed interest, it would be appropriate to make the appointment at this time.

**Fiscal Impact**

None

**Committee Action**

None required.



1104 E Street  
Marysville, CA 95901  
Phone: (530) 749-4040  
Fax: (530) 749-3279

# Memorandum

**Date:** January 4, 2011

**To:** Yuba County Board of Supervisors

**From:** Jorgine Allan Rogers, Coordinator  
Child Care Planning Council of Yuba & Sutter Counties

**RE:** Appointment to the Child Care Planning Council

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**RECOMMENDATION:** The Council is recommending that the Board of Supervisors consider the appointing Andrea Armstrong to the Parent Consumer position on the Child Care Planning Council of Yuba and Sutter Counties for the term to begin immediately and ending on September 30, 2013.

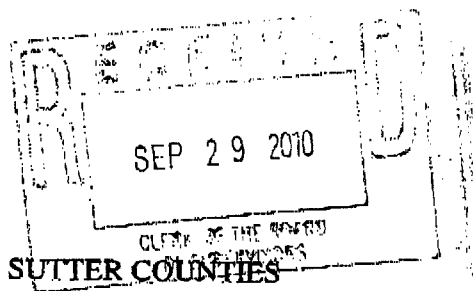
**BACKGROUND:** The Yuba and Sutter County Superintendents of Schools formed the Council in 1991, in accordance with the state law established by AB 2141 that encouraged the formation of county level child care planning councils. In 1997, under AB 1542, the Council membership composition was established and legislative mandates were assigned to the Councils. The Child Care Planning Council of Yuba and Sutter Counties By-Laws Article IV, Sec. B – Vacancies states "Upon the resignation or termination of an appointed member, the Chair of the Council shall notify the Superintendents of Schools and the Board of Supervisors of the vacancy. Subject to the consent of the Superintendents and Boards of Supervisors, members of the Council shall assist with the solicitation and/or review of nominations received and may make recommendations to the Superintendents and Boards of Supervisors who will make the appointment. The appointed replacement shall serve the remaining term of that member."

**DISCUSSION:** The Board of Supervisors and the Superintendent of Schools make the appointments of the Council Members to the Child Care Planning Council.

**COMMITTEE ACTION:** No committee has reviewed the request.

**FISCAL IMPACT:** None





## CHILD CARE PLANNING COUNCIL OF YUBA AND SUTTER COUNTIES MEMBERSHIP APPLICATION

Name ANDREA ARMSTRONG  
 Home Address \_\_\_\_\_ City MARYSVILLE Zip 95901  
 Agency \_\_\_\_\_ Title \_\_\_\_\_  
 Business Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
 Day Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

### A. CATEGORIES FOR APPOINTMENT

The Superintendents of Schools and the Board of Supervisors make appointments to the Child Care Planning Council of Yuba and Sutter Counties. Members must live or work in Yuba or Sutter County. Twenty percent (20%) of the Child Care Planning Council members are to be drawn from each of the following categories described below: Child Care Provider, Child Care Consumer, Community Representative, Public Agencies, and Discretionary. Please indicate which appointment category you are applying for.

**1. Consumer of Child Care Services**-using child care or have used it within the past 36 months.

Are you currently receiving child care? ☒ Yes \_\_\_\_\_ No \_\_\_\_\_ Date last used it: CURRENTLY

Name of Provider LITTLE RASCALS City YUBA CITY

**2. Child Care Provider**-please check the type of care you provide:

\_\_\_\_\_ a) licensed family child care provider (# of children licensed for \_\_\_\_\_)

\_\_\_\_\_ b) licensed & publicly funded child care center (# of children licensed for \_\_\_\_\_)

Center Name \_\_\_\_\_ City \_\_\_\_\_

\_\_\_\_\_ c) licensed, private for profit, or private non profit child care center (# of children \_\_\_\_\_)

Center Name \_\_\_\_\_ City \_\_\_\_\_

\_\_\_\_\_ d) license exempt child care provider (# of children licensed for \_\_\_\_\_)

Program Name if applicable \_\_\_\_\_

**3. Community Representative**-excluding agencies that contract with the California Department of Education to provide child care and development services.

Organization \_\_\_\_\_

Location of Agency \_\_\_\_\_ Service Area \_\_\_\_\_

**4. Public Agency Representative**-including city, county, and local education agencies.

Agency \_\_\_\_\_ City \_\_\_\_\_

**5. Discretionary Category**-Please describe

\_\_\_\_\_

**B. GEOGRAPHIC, ETHNIC, AND CULTURAL DIVERSITY REPRESENTATION**

AB 1542 (Education Code 8499.3 (d) states, "Every effort shall be made to ensure that the ethnic, racial, and geographic composition of the local planning council is reflective of the ethnic, racial, and geographic distribution on the population of the county."

Please indicate your ethnic origin (optional):

White (includes Indo-European, Pakistani, East Indian)

☒ Black (includes African, Jamaican, Trinidadian, and West Indian)

☒ Hispanic (includes Mexican, Puerto Rican, Cuban, Latin American or Spanish)

Asian or Pacific Islander (includes Japanese, Chinese, Korean or Vietnamese)

American Indian or Alaskan Native (includes persons who identify themselves or are known as such by virtue of tribal association)

Filipino (includes only Filipino)

Other \_\_\_\_\_

**C. MEMBERSHIP RESPONSIBILITIES** - Members are expected to attend regular monthly meetings held on the Fourth (4) Tuesday of each month, and participate in at least one committee. Additional meetings may be scheduled for training and Council business. Are you able to commit to a regular participation, given this schedule? ☒ Yes \_\_\_\_\_ No

If needed, do you have the support of your agency/employer to be an active member of the Council?  
☒ Yes \_\_\_\_\_ No

**D. INVOLVEMENT** - Please describe related organizations with which you are currently involved.

NONE

**E. APPLICANT INTERESTS** - Please describe your interest in the Child Care Planning Council and the skill that you would bring to the Council.

I AM INTERESTED IN SUPPORTING THE COUNCIL & CONSUMERS TO PROVIDE A HIGHER LEVEL OF SERVICE FOR OUR CHILDREN & HELP ENSURE ACCESS TO CHILDCARE FOR ALL GUARDIANS/PARENTS THAT REQUIRE SUCH SERVICES TO PROVIDE BETTER OPPORTUNITIES FOR THEMSELVES  
DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO & THEIR FAMILY.  
IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES. THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

9/14/2010

Mail application to: Yuba County Board of Supervisors, 915 8<sup>th</sup> Street, Suite 109, Marysville, CA 95901  
For more information call 530-749-3276 Ext. 106

**FOR OFFICE USE ONLY:** The Council recommends appointment ☐ Yes ☐ No



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**Office of Clerk of the Board of Supervisors**

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**To:** Board of Supervisors  
**From:** Donna Stottlemeyer, Clerk of the Board *Donna Stottlemeyer*  
**Subject:** Browns Valley Cemetery District - Director  
**Date:** January 4, 2011

**Recommendation**

Appoint David Baker to the Browns Valley Cemetery as a Director for a term to expire August 25, 2013.

**Background and Discussion**

The Local Appointment List of all Boards/Commissions/Committees has been continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This is an unscheduled vacancy due to the resignation of Jeff Olson on December 9, 2010. One application was received from David Baker and is attached for your review and consideration.

In light of the expressed interest, it would be appropriate to make the appointment at this time.

**Fiscal Impact**

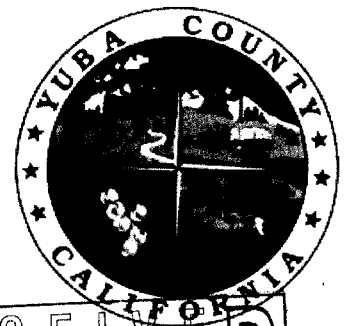
None

**Committee Action**

None required.

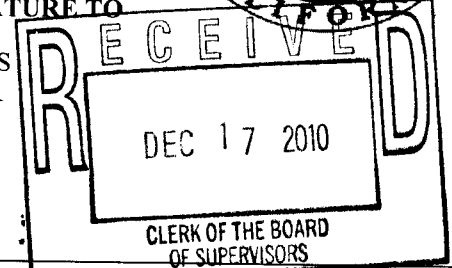
# The County of Yuba

Application for Board/Commission/Committee  
Appointed by the Board of Supervisors



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO

CLERK OF THE BOARD OF SUPERVISORS  
YUBA COUNTY GOVERNMENT CENTER  
915 EIGHTH STREET, SUITE 109  
MARYSVILLE, CA 95901  
(530) 749-7510



BROWNS VALLEY CEMETERY DISTRICT

PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME: DAVID F. BAKER  
MAILING ADDRESS: [REDACTED]  
PHYSICAL ADDRESS: [REDACTED] BROWNS VALLEY  
TELEPHONE: HOME: [REDACTED] WORK: RETIRED  
EMAIL ADDRESS: WHITEMAN6641@ATT.NET  
OCCUPATION/PROFESSION: RETIRED ROAD MAINTENANCE SUPERVISOR  
SUPERVISOR/DISTRICT NUMBER:

REASONS YOU WISH TO SERVE ON THIS BODY:	<u>I AM A LIFETIME RESIDENT OF AREA W/ STRONG INTEREST IN LOCAL FAMILYS AND HISTORY</u>
QUALIFICATIONS:	<u>VERY KNOWLEDGEABLE OF LOCAL FAMILYS AND OF LOCAL HISTORY</u>
LIST PAST AND CURRENT PUBLIC POSITIONS HELD:	<u>RETIRED AS ROAD MAINT. SUPERVISOR FROM YUBA COUNTY PUBLIC WORKS W/ 26 YRS. EXPERIENCE + 10 YRS W/ CALTRANS</u>

DO YOU HAVE ANY CRIMINAL CONVICTION THAT MAY BE CONSIDERED A CONFLICT OF INTEREST WITH THE COMMITTEE YOU WISH TO SERVE UPON? ☐ YES ☒ NO

IF YES, PLEASE EXPLAIN. NOTE: THAT A FELONY CONVICTION SHALL PRECLUDE YOU FROM SERVICE.

I UNDERSTAND THAT IF APPOINTED TO A BOARD/COMMISSION/COMMITTEE AND WHAT MAY BE CONSIDERED A CONFLICT OF INTEREST ARISES, THAT I HAVE A DUTY TO GIVE WRITTEN NOTICE OF SUCH TO THE COUNTY.

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

David F. Baker  
SIGNATURE

12/14/2010  
DATE

## THIS SECTION FOR OFFICE USE ONLY

- ☐ NO VACANCY CURRENTLY EXISTS ON ABOVE-MENTIONED BODY. APPLICANT NOTIFIED.  
☐ APPLICANT APPOINTED: \_\_\_\_\_  
☐ OTHER: \_\_\_\_\_

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434  
 915 8<sup>th</sup> Street, Suite 123  
 Marysville, California 95901  
[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



**BUILDING**  
 749-5440 • Fax 749-5616

**CODE ENFORCEMENT**  
 749-5455 • Fax 749-5464

**ENVIRONMENTAL HEALTH • CUPA**  
 749-5450 • Fax 749-5454

**HOUSING AND COMMUNITY SERVICES**  
 749-5460 • Fax 749-5464

**PLANNING**  
 749-5470 • Fax 749-5434

**PUBLIC WORKS • SURVEYOR**  
 749-5420 • Fax 749-5424

**FINANCE AND ADMINISTRATION**  
 749-5430 • Fax 749-5434

January 4, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Accept Road Rehabilitation RSTP ARRA Project as Complete and Authorize Public Works Director to Sign Notice of Completion

### RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors accept as complete the Road Rehabilitation RSTP ARRA project and authorize the Public Works Director to sign the Notice of Completion and direct the Clerk to record same.

### BACKGROUND:

George Reed, Inc. was awarded the contract for the Road Rehabilitation RSTP ARRA Project. The project consisted of resurfacing pavement, placing shoulder backing and traffic striping on McGowan Parkway, Willow Glen Road, and Challenge Cut-off Road.

### DISCUSSION:

The Contractor completed the work in July of this year and provided adequate documentation for project close out to Public Works in December.

### COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the FY09/10 & 10/11 Public Works Budgets.

### FISCAL IMPACT:

This project is funded 100% through the American Recovery and Reinvestment Act.



# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone – (530) 749-5430 • Fax – (530) 749-5424  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
www.co.yuba.ca.us



018-11

**BUILDING**  
749-5440 • Fax 749-5616

**CODE ENFORCEMENT**  
749-5455 • Fax 749-5424


**ENVIRONMENTAL HEALTH • CUPA**  
749-5450 • Fax 749-5454

**HOUSING & COMMUNITY SERVICES**  
749-5460 • Fax 749-5464

**PLANNING**  
749-5470 • Fax 749-5434

**PUBLIC WORKS • SURVEYOR**  
749-5420 • Fax 749-5424

**To:** Yuba County Board of Supervisors

**From:** Sean Powers, CDSA Finance and Administration Manager 

**Date:** January 11, 2011

**Subject:** Approve an Agreement for Services for Sandgren Real Estate Group – Helm Properties for the Neighborhood Stabilization Program Disposition

### **Recommendation:**

Approve the attached agreement with Sandgren Real Estate Group – Helm Properties for the Neighborhood Stabilization Program disposition for professional real estate services.

### **Background:**

The goal of the County of Yuba Neighborhood Stabilization Program is to stabilize property values and homeownership rates in neighborhoods impacted by foreclosures. The County of Yuba has been awarded \$1,709,395.00 under the Neighborhood Stabilization Program allocation per agreement 09-NSP1-6129 for acquisition, rehabilitation, and resale single family homes. The activities are to be performed in the census tract numbers 0401.00, 0402.00, 0403.00, 0404.00, 0406.00 and 0407.00, in the following areas: Marysville, Linda, Olivehurst and Plumas Lake.

### **Discussion:**

The attached agreement is required for further implementation of the Neighborhood Stabilization Program. The services provided per the agreement include professional real estate services for the purpose of selling rehabilitated homes through Yuba County's Neighborhood Stabilization Program. CDSA will oversee all activities involving the resale of homes.

### **Committee Action:**

This item was previously discussed with the Board and therefore is being presented directly to the full Board.

### **Fiscal Impact:**

The disposition costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program. The total amount of the agreement for disposition activity delivery is not to exceed \$125,000.





**AGREEMENT FOR  
PROFESSIONAL SERVICES**

THIS AGREEMENT for Real Estate Disposition Services for the Neighborhood Stabilization Program ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Sandgren Real Estate Group – Helm Properties  
"CONSULTANT"

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

**OPERATIVE PROVISIONS**

**1. SERVICES.**

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

**2. TERM.**

Commencement Date: January 1, 2011

Termination Date: January 1, 2013

The term of this Agreement shall become effective January 1, 2011, and shall continue in force and effect for a period of twenty-four (24) months.

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

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

**3. PAYMENT.**

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

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

CONSULTANT shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

**5. ADDITIONAL PROVISIONS.**

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

**6. GENERAL PROVISIONS.**

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

**7. DESIGNATED REPRESENTATIVES.**

The Director of Community Development and Services Agency is the representative of the COUNTY and will administer this Agreement for the COUNTY. Derek Sandgren, Realtor, is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

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

Attachment A – Scope of Work  
Attachment B – Payment  
Attachment C – Additional Provisions  
Attachment D – General Provisions  
Attachment E – Insurance Provisions

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


IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on \_\_\_\_\_, 2011.

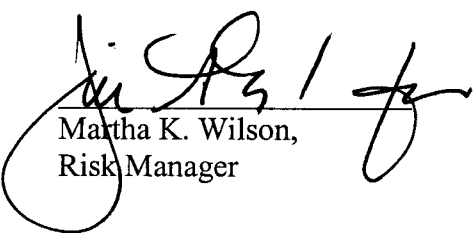
"COUNTY"  
COUNTY OF YUBA

"CONSULTANT"  
SANDGREN REAL ESTATE GROUP

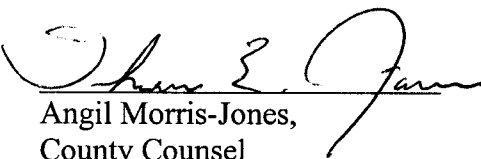
\_\_\_\_\_  
Chair, Board of Supervisors

  
Derek Sandgren,  
Realtor

INSURANCE PROVISIONS APPROVED

  
Martha K. Wilson,  
Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

  
Angil Morris-Jones,  
County Counsel

## **COUNTY OF YUBA**

Sandgren Real Estate Group – Helm Properties – Real Estate Disposition Services for NSP

### **ATTACHMENT A**

#### **SCOPE OF WORK**

##### **A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONSULTANT and the scope of the CONSULTANT'S duties include providing professional real estate services for the purpose of selling rehabilitated homes through Yuba County's Neighborhood Stabilization Program (NSP). The initial phase of the County's NSP is already been underway with eleven homes acquired and rehabilitated and eight sold. The sale proceeds from these homes come back to the County in the form of NSP Program Income. The COUNTY will utilize Program Income for the same purpose as the original NSP (purchase and rehabilitate foreclosed homes in eligible census tracts and resell to individuals as their primary residence with income below 120% of the median). The COUNTY intends to invest approximately \$1 million in Program Income over the next year.

**A.1.1** CONSULTANT to identify eligible buyer's agents and/or buyer' meeting the eligibility criteria of the NSP program. CONSULTANT shall understand the eligibility criteria of the NSP program per the California Department of Housing and Community Development NSP Program. This information is found at <http://www.hcd.ca.gov/fa/nsp/>

**A.1.2** CONSULTANT will conduct an assessment of the property upon initial acquisition and provide written recommendations for rehabilitation for the purpose of minimizing holding time after rehabilitation is complete. CONSULTANT shall work with COUNTY staff to identify and recommend desirable and market driven characteristics to include the rehabilitation.

**A.1.3** CONSULTANT will be the sole representative for the County as the selling agent for disposition of homes with NSP Program Income funds.

**A.1.4** CONSULTANT shall aggressively work to gain acceptance of submitted offers to the COUNTY and close escrow in a timely fashion.

**A.1.5** CONSULTANT shall aggressively market rehabilitated NSP homes utilizing real estate marketing tools including the Multiple Listing Service (MLS), open houses, advertising, flyers, neighborhood outreach, income targeted outreach, mailing list distributions, and provide staging recommendations.

**A.1.6** CONSULTANT shall maintain a valid State of California Real Estate Agent or Broker License while performing services under this contract.

**A.2. TIME SERVICES RENDERED.**

The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONSULTANT.

**A.3. MANNER SERVICES ARE TO BE PERFORMED.**

As an independent contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

**A.4. FACILITIES FURNISHED BY COUNTY.**

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

## COUNTY OF YUBA

Sandgren Real Estate Group – Helm Properties – Real Estate Disposition Services for NSP

### ATTACHMENT B

#### PAYMENT

COUNTY shall pay CONSULTANT as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall pay CONSULTANT a contract fee not to exceed One Hundred and Twenty Five Thousand Dollars and zero cents (\$125,000.00). COUNTY shall pay total commission of 4.75% of disposition price for disposition of property at close of escrow. Of the 4.75%, COUNTY shall pay 2.25% commission to CONSULTANT and 2.50% commission to the buyer's agent. At the COUNTY 's discretion, the total commission may be increased to help market and sell the property. Should the COUNTY elect to pay total commission in excess of 4.75%, the COUNTY shall pay 2.25% commission to CONSULTANT and the COUNTY shall pay the buyer's agent the remaining commission percentage. If the CONSULTANT represents both the buyer and the seller for property disposition, total commission paid to CONSULTANT shall be 4.00% of disposition price. In no event shall total commission paid to CONSULTANT exceed 4.00% of disposition price. CONSULTANT shall provide the COUNTY with documentation of buyer representation. COUNTY will review and approve disposition offers that will determine the CONSULTANT commission. CONSULTANT shall pay for all marketing fees, escrow coordination fees, and any administrative related disposition fees associated with the disposition of properties. CONSULTANT shall submit requests for payment determined by disposition price prior to close of escrow for each property. Work completed under this agreement must be inspected and approved by COUNTY before payment is made. In no event shall total compensation paid to consultant by COUNTY exceed (\$125,000) without a formal written amendment to this agreement approved by the COUNTY.

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

**B.3 AUTHORIZATION REQUIRED.** Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONSULTANT by COUNTY if, and only if, this Agreement is amended by a formal written agreement signed by both parties in advance of performing additional services.

## **COUNTY OF YUBA**

Sandgren Real Estate Group – Helm Properties – Real Estate Disposition Services for NSP

### **ATTACHMENT C**

#### **OTHER TERMS**

**C.1 FUNDING.** CONSULTANT and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONSULTANT at contracted rates.

**C.2 FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

**C.4 RECORDS.** CONSULTANT agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

**C.5 ACCEPTANCE.** All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONSULTANT.

**C.6 LIEN WAIVERS.** Prior to beginning work, CONSULTANT shall provide COUNTY with a comprehensive list of all subcontractors to be used on the project. CONSULTANT shall provide lien waivers to county for all subcontractors utilized on project within 10 days of final payment by COUNTY.

**C.7 CONFIDENTIALITY.** CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

**C.9 INTELLECTUAL PROPERTY.** COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.



**COUNTY OF YUBA**  
Sandgren Real Estate Group – Helm Properties – Real Estate Disposition Services for NSP

**ATTACHMENT D**

**GENERAL PROVISIONS**

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

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

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

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

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

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

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

**D.1.7** As an independent contractor, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**D.2 LICENSES, PERMITS, ETC.** CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding Operative Provision No. 9.

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

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

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

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

**D.7 PERSONNEL.** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.8 STANDARD OF PERFORMANCE.** CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT'S profession.

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

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

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

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

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

**D.11.3** COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is

necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONSULTANT may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONSULTANT is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

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

**D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONSULTANT harmless from any claim arising out of reuse of the information for other than this project.

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

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

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

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

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

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

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

**D.20 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

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

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

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

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

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

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

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

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

**D.29 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.30 CONFLICT OF INTEREST.** Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONSULTANT'S financial interest. The County Administrator shall determine in writing if

CONSULTANT has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

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

If to "COUNTY":

Department of Administrative Services  
County of Yuba  
Attn: Purchasing Agent  
915 8<sup>th</sup> Street, Suite 119  
Marysville, CA 95901

With a copy to:

County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

If to "CONSULTANT ":

Derek Sandgren  
Sandgren Real Estate Group – Helm Properties  
1520 Butte House Road #400  
Yuba City, CA 95993

## COUNTY OF YUBA

Sandgren Real Estate Group – Helm Properties – Real Estate Disposition Services for NSP

### ATTACHMENT E

#### INSURANCE REQUIREMENTS

**E.1 MINIMUM SCOPE OF INSURANCE.** CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, employees, or sub CONSULTANTS. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

**E.1.1 Coverage shall be at least as broad as:**

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01)
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance is required, with a coverage form subject to COUNTY approval.

**E.1.2 Minimum Limits of Insurance.** CONSULTANT shall maintain limits no less than:

1. General Liability: (including operations products and completed operations, as applicable.)	<b>\$1,000,000</b>	Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, 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:	<b>\$1,000,000</b>	Per accident for bodily injury and property damage.
3. Workers' Compensation:	As required by the State of California	



4. Employer's Liability:	\$1,000,000	Each accident, \$1,000,000 policy limit bodily by disease, \$1,000,000 each employee bodily injury by disease.
5. Errors & Omissions Liability:	\$1,000,000	Per occurrence.

**E.1.3 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**E.1.4 Other Insurance Provisions.** The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The COUNTY, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased or borrowed by the CONSULTANT.
- b. For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONSULTANTS insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

**E.2 WAIVER OF SUBROGATION.** CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from vendor by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONSULTANT, its employees, agents and sub CONSULTANTS.

**E.3 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. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

**E.4 VERIFICATION OF COVERAGE.** CONSULTANT shall furnish the COUNTY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the COUNTY or on other than the COUNTY's forms provided those endorsements conform to COUNTY requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**E.5 Sub CONSULTANTS.** CONSULTANT shall require and verify that all sub-CONSULTANTS maintain insurance meeting all the requirements stated herein.

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone – (530) 749-5430 • Fax – (530) 749-5424  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
www.co.yuba.ca.us



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**BUILDING**  
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**CODE ENFORCEMENT**  
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**PUBLIC WORKS • SURVEYOR**  
749-5420 • Fax 749-5424

**To:** Yuba County Board of Supervisors

**From:** Kevin Mallen, CDSA Director 

**Date:** January 11, 2011

**Subject:** Acquisition of Single Family Residence at 4465 Fleming Way  
for the Neighborhood Stabilization Program

### **Recommendation:**

Adopt the attached resolution authorizing the Community Development Director to complete the purchase of a single family residence located at 4465 Fleming Way in Olivehurst (APN 014-033-002) as part of the Neighborhood Stabilization Program and execute all documents needed for completion of purchase, rehabilitation, and resale.

### **Background:**

The goal of the County of Yuba Neighborhood Stabilization Program is to stabilize property values and homeownership rates in neighborhoods impacted by foreclosures. The County of Yuba has been awarded \$1,709,395.00 under the Neighborhood Stabilization Program allocation per agreement 09-NSP1-6129 for acquisition, rehabilitation, and resale single family homes. The activities are to be performed in the census tract numbers 0401.00, 0402.00, 0403.00, 0404.00, 0406.00 and 0407.00, in the following areas: Marysville, Linda, Olivehurst and Plumas Lake.

### **Discussion:**

The attached resolution is required for further implementation of the Neighborhood Stabilization Program. For each individual property approved for the program by the County, the Board must consider and approve the purchase of the property by resolution. Assuming Board approval, the County will hold title during the rehabilitation up to resale. CDSA will oversee all activities involving acquisition, rehabilitation, and resale. The Board has previously approved the Community Development Services Agency Director to make purchase offers.

### **Committee Action:**

This item was previously discussed with the Board in order to make the initial offers to the current property owners and therefore is being presented directly to the full Board in order to formally move forward with the acquisition.

**Fiscal Impact:**

The purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program. The purchase price of APN 014-033-002 is estimated to be \$71,000 and the rehabilitation is estimated to be \$50,000.

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

**RESOLUTION AUTHORIZING YUBA COUNTY )  
COMMUNITY DEVELOPMENT AND SERVICES )  
AGENCY DIRECTOR TO COMPLETE PURCHASE )  
OF SINGLE FAMILY RESIDENCE APN 014-033-002 )  
AS PART OF THE NEIGHBORHOOD )  
STABILIZATION PROGRAM AND EXECUTE ALL )  
DOCUMENTS NEEDED FOR COMPLETION OF )  
PURCHASE, REHABILITATION AND RESALE )**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Yuba County was awarded Neighborhood Stabilization Program funds per agreement 09-NSP1-6129 with the Department of Housing and Community Development on November 11, 2009 and is authorized to conduct activities in housing acquisition, rehabilitation, and resale of single family homes; and

**WHEREAS**, these activities are to be performed in the census tract numbers 0401.00, 0402.00, 0403.00, 0404.00, 0405.00, 0406.00 and 0407.00, in the following areas: Marysville, Linda, Olivehurst and Plumas Lake; and

**WHEREAS**, the purpose of acquiring these foreclosed properties through the Neighborhood Stabilization Program is to rehabilitate and resell the properties to a owner-occupant which meets the program requirements; and

**WHEREAS**, the Board has previously approved the Community Development Services Agency Director to make, and he has made, a purchase offer to the current property owner which has been accepted; and

**WHEREAS**, the purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program and the purchase price of APN 014-033-002 is estimated to be \$71,000 and the rehabilitation is estimated to be \$50,000.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors authorizes the Yuba County Community Development and Services Agency Director to complete the

purchase, rehabilitation and resale of APN 014-033-002 and execute any necessary documents, subject to County Counsel review.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
ROGER ABE, CHAIR

ATTEST:     DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

*Pat Garmon*  
\_\_\_\_\_

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434

915 8<sup>th</sup> Street, Suite 123

Marysville, California 95901

[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



020-11

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**PUBLIC WORKS • SURVEYOR**  
749-5420 • Fax 749-5424

**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

January 11, 2010

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: ACCEPTANCE OF GRANT FROM THE CALIFORNIA FIRE SAFE COUNCIL FOR "FUEL REDUCTION ON COUNTY ROADS" PROJECT

### RECOMMENDATION:

Approve the attached resolution accepting Grant # 11USFS-SFAX0105 from the California Fire Safe Council for "Fuel Reduction on County Roads" project and authorize the Public Works Director to execute the agreement along with any and all administrative documents related to the project on behalf of the County.

### BACKGROUND:

Mr. Glenn Nader, through the Yuba Watershed Protection and Fire Safe Council, applied for a grant from the California Fire Safe Council to remove excess vegetation along county roads, thus creating valuable fire breaks. We were recently notified that the County was chosen as one of the successful applicants. Public Works intends to use this funding to create shaded firebreaks along 11.8 miles of Oregon Hill Road. This is the continuation of an ongoing project wherein Public Works has successfully performed roadside clearing on numerous miles of County roads over the last several years.

### DISCUSSION:

The use of this funding as stated will reduce the likelihood of a devastating wildfire in the foothill communities of Yuba County as well as enhance potential evacuation routes in the event of a wildfire.

### COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as this is an additional grant received as part of an ongoing program.

### FISCAL IMPACT:

The grant is for \$118,000 and will reimburse Public Works for expenses incurred performing the roadside clearing work. The grant requires a local match of \$40,000 that will be covered by staff time and equipment charges. There is no impact to the General Fund.

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

**A RESOLUTION ACCEPTING THE )  
CALIFORNIA FIRE SAFE COUNCIL )  
GRANT 11USFS-SFAX0105 FOR FUEL )  
REDUCTION ON COUNTY ROADS )  
AND AUTHORIZING THE PUBLIC )  
WORKS DIRECTOR TO SIGN )**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the California Fire Safe Council proposes to award Grant #11USFS-SFAX0105 to Yuba County to perform fuel reduction roadside clearing on 11.8 miles of designated Yuba County roads.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Yuba does hereby accept grant # 11USFS-SFAX0105 from the California Fire Safe Council for the Fuel Reduction on County Roads Project.

**BE IT FURTHER RESOLVED** that the Public Works Director of Yuba County is hereby authorized to sign and execute the Grant Agreement and any and all administrative documents related to the project on behalf of the County.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_  
2011, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST: Donna Stottlemeyer  
Clerk of the Board

APPROVED AS TO FORM:  
Angil Morris-Jones, County Counsel

By: \_\_\_\_\_

By: Pah Garamone



RECEIVED

DEC 17 2010

Community Development &  
Services Agency



December 16, 2010

Glenn Nader  
Yuba County Public Works Department  
915 8th Street, Suite 125  
Marysville, CA 95901

Dear Mr.Nader:

Congratulations! We're excited to provide funding for the Yuba County Public Works Departments "Fuel Reduction on County Roads" project. The project being funded is as described in the organization's application for funding. Your Cooperative Fire Protection (State Fire Assistance) grant is made possible by federal financial assistance provided to the California Fire Safe Council from the USDA Forest Service (FS). The project is funded via Cooperative Forestry Assistance, CFDA # 10.664. We appreciate your work in making California's residents and communities safe from wildfire. This Sub- Award agreement outlines the project and related requirements.

Your grant number is 11USFS-SFAX0105. Please use this number when contacting the CALIFORNIA FIRE SAFE COUNCIL about your grant. Funding for this project is \$118,000, and the non-federal match that you have agreed to provide is \$40,000. The approved grant period is effective December 1, 2010 through May 31, 2012. You may not receive funding for portions of the project completed before the start date or after the completion date of the project.

The basis for this agreement is for the support or stimulation of a public purpose under the Cooperative Forestry Assistance Act of 1978 PL 95-313. 92 Stat. 365, 15 U.S.C. 2101-2114 as amended.

#### **Definitions**

**CFDA** – Catalog of Federal Domestic Assistance. [www.CFDA.gov](http://www.CFDA.gov)

**CFR** – Code of Federal Regulations. <http://www.gpoaccess.gov/cfr/index.html>

**OMB** – Office of Management and Budget. [www.omb.gov](http://www.omb.gov)

**Recipient** – An organization receiving financial assistance directly from federal awarding agencies to carry out a project or program. The CALIFORNIA FIRE SAFE COUNCIL is the recipient.

**Subaward** – An award of financial assistance made under an award by a recipient to an eligible subrecipient. A subaward is the award of funding for this project.

**Subgrant** -- Subgrant will be referred to as subaward for the purposes of this agreement.

*Subgrantee* – The government or other legal entity to which a subgrant is awarded and which is accountable to the recipient for the use of funds provided. Subgrantees will be referred to as subrecipients in this agreement.

*Subrecipient* – The legal entity to which a subaward is made and which is accountable to the recipient for the use of funds provided. The Yuba County Public Works Department is the subrecipient.

#### **A. Administrative and Other Requirements**

The subrecipient's project is being funded through the CALIFORNIA FIRE SAFE COUNCIL by the FS. Therefore, it is subject to OMB A-102 and OMB A-102 as implemented by the FS in 7 CFR 3016; OMB Circular 225 (A-87); and OMB Circular A-133, Audits of States, Local Governments and Non-profit Organizations and A-133 as implemented in 7 CFR 3052. The OMB circulars are available on the internet at <http://www.whitehouse.gov/omb/grants.default>. Electronic copies of the CFRs can be obtained at the following internet site: <http://www.gpoaccess.gov/cfr/index.html>.

#### **B. Environmental Compliance Requirements**

The subrecipient shall ensure that the project is in compliance with all applicable environmental and cultural resource laws - federal, state and local - prior to beginning any ground-or vegetation-disturbing activities.

**The following federal environmental acts are triggered by grant funding:**

- Endangered Species Act
- Migratory Bird Treaty Act
- National Historic Preservation Act

#### **Federal Environmental Compliance Process for Grants Clearinghouse Projects**

The U.S. Forest Service has contracted with the Bureau of Land Management (BLM) professional staff to review the 2011 projects for compliance with the applicable federal environmental regulations listed above. Once this agreement is signed and returned, the BLM reviewers will advise whether your project may proceed or whether additional studies or mitigation measures are needed. They will contact you directly to obtain any supplemental materials, maps or other information needed.

Once the review is complete, the BLM reviewers will send the ESA, MBTA and NHPA compliance determinations to the Affiliate Manager. The Affiliate Manager will send the BLM documents to the grantee with a cover letter stating that the project has been released as compliant with federal environmental regulations.

You are not to begin any ground-disturbing work until you have been notified by CALIFORNIA FIRE SAFE COUNCIL staff that your project is cleared. PAYMENTS WILL BE DELAYED UNTIL OFFICIAL DOCUMENTATION IS PROVIDED TO THE CALIFORNIA FIRE SAFE COUNCIL.

#### **National Environmental Policy Act (NEPA)**

Because the U.S. Forest Service did not select this project for funding, it is not subject to NEPA.

**CEQA Compliance on Fuels Treatment Projects Carried Out by Non-profits**

The California Environmental Quality Act (CEQA) requires "public agencies" (state or local government agencies) to consider, disclose and mitigate the environmental effects of projects that they carry out, fund, permit or assist. The public agency may require *your organization* to conduct surveys, collect information and provide documentation to meet the public agency's CEQA responsibilities.

**Other applicable laws**

The subrecipient agrees to comply with all applicable federal, state and local laws, regulations and policies governing the funds provided under this agreement.

**All environmental compliance completed by a federal agency for a National Fire Plan grant only covers relevant federal laws, not any state laws or local ordinances. It is the responsibility of the subrecipient to ensure compliance with any relevant state laws or local ordinances.**

**C. Grant Award Provisions**

The subrecipient agrees to comply with all applicable federal, state and local laws, regulations and policies governing the funds provided under this agreement.

**1. Workers Compensation requirement**

The subrecipient shall provide workers compensation insurance for all employees (not including contractors) involved in the performance of this agreement.

**2. Insurance requirement**

The subrecipient and fiscal sponsor, if applicable, shall carry insurance coverage sufficient to protect the agreement assets from loss due to theft, fraud and/or undue physical damage. Types of insurance may include, but are not limited to, liability, directors and officers, and fidelity bond. The subrecipient shall provide proof of insurance to the CALIFORNIA FIRE SAFE COUNCIL prior to engaging in activities for which funding is provided by the CALIFORNIA FIRE SAFE COUNCIL. If funds provided as part of this award are to purchase insurance, the subrecipient shall provide proof of insurance to the CALIFORNIA FIRE SAFE COUNCIL upon obtaining a policy. The subrecipient is responsible for sending all current insurance certificates of coverage upon annual renewal of coverage.

Please discuss any pertinent requirements with regard to the various types of insurance needed to meet this requirement with your insurance broker.

**3. Termination of grant project**

The subrecipient is responsible for ensuring that expenditures of federal funds are allowable according to 2 CFR 225. Unallowable costs cannot be paid with federal funds and they become the subrecipients' responsibility.

This agreement may be terminated in accordance with the provisions of OMB A-102, and 7 CFR 3016.43 and 3016.44. Termination may occur for such reasons as nonadherence to grant terms, misrepresentation, fraud, nonperformance, misuse of funds, inability to perform, lack of capacity and other causes as determined by the CALIFORNIA FIRE SAFE COUNCIL.

**4. Audit requirement**

If the subrecipient expends \$500,000 or more in federal awards from all sources during the subrecipient's fiscal year, the subrecipient shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB A-133 and 7 CFR 3052.

**5. Record Retention requirement**

All subrecipient records with respect to any matters covered by this agreement shall be made available to the CALIFORNIA FIRE SAFE COUNCIL, FS, their designees or the federal government at any time, upon request. Records must be kept for a minimum of three years, or longer if required by OMB A-102, C .42 and 7 CFR 3016.42. Retention and access requirements for records shall be governed by OMB A-102, C .42 and 7 CFR 3016.42.

**6. Financial Support**

Payments will be advanced to the extent possible to the subrecipient on a quarterly basis. Advance payment shall be in the form of electronic direct deposit through ACH processing to the subrecipients' bank account. Quarterly payments shall be made in the quarterly amounts identified in the estimated payment and match schedule addendum to be completed by the subrecipient and attached to this agreement, unless the subrecipient has made alternative arrangements with their grant manager. Quarterly disbursements cannot include 100% of payment in any one quarter. **The subrecipient is not entitled to payment unless and until the CALIFORNIA FIRE SAFE COUNCIL receives advance payment from the federal funding agency.**

Cost sharing for this agreement shall be in accordance with OMB A-102 and 7 CFR 3016.24.

Program income earned will be added to funds committed and used to further project objectives.

**7. Property Management and Disposition**

Any property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of OMB A-102, and 7 CFR 3016.31-3016.34. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable laws that it will assume all risks and liability to itself, its agents or employees, for any injury to persons or property resulting from any operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from any and all clauses due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own agents to this agreement.

**8. Equipment**

If the subrecipient purchases equipment having a unit cost of \$5,000 or more with a life span of more than one year, the subrecipient will be responsible for completing an "equipment schedule" every two years. The subrecipient agrees to submit a completed equipment schedule, a copy of the original receipt for the equipment, a maintenance plan and photographs of the equipment from the date of purchase and at periodic intervals afterwards, as determined by their grant manager. In addition the equipment in question will also be subject to a periodic physical inspection by CALIFORNIA FIRE SAFE COUNCIL.

**9. Programmatic Changes**

The subrecipient shall obtain prior written approval from the CALIFORNIA FIRE SAFE COUNCIL grant manager for any changes to the scope of objectives of the approved project, key personnel, location or transfer of substantive programmatic work to another party.

**10. Revision of Budget and Program Plans**

Modifications within the scope of this award shall be made by mutual consent of the parties, by the issuance of a written modification, prior to any changes being implemented. Revisions to budget and/or program plans shall be made in accordance with OMB A-102, C .30 and 7 CFR 3016.30.

**11. Notification**

The subrecipient shall immediately notify the CALIFORNIA FIRE SAFE COUNCIL of developments that have a significant impact on activities supported under this subaward. Also, written notification shall be given in case of problems, delays or adverse conditions that materially impact the ability to meet the objectives of the subaward. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

**12. Eligible Workers**

The subrecipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324a). The subrecipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this subaward.

**13. Non-Liability**

The CALIFORNIA FIRE SAFE COUNCIL does not assume liability for any third party claims for damages arising out of this subaward.

**14. Public Notices**

Recognition for projects, activities and products should be included on all products developed with grant dollars. Items such as press releases or other public notices should include a statement as follows:

**"Funding provided by a National Fire Plan grant from the Cooperative Fire Program of the U.S. Forest Service, Department of Agriculture, Pacific Southwest Region, through the California Fire Safe Council."**

The subrecipient is requested to provide copies of notices or announcements to CALIFORNIA SAFE COUNCIL as far in advance of release as possible for review.

**15. Use of the U.S Forest Service Insignia**

In order for the subrecipient to use the U.S Forest Service insignia on any published media, such as a webpage, printed publication or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

**16. Nondiscrimination Statement- Printed, Electronic, or Audiovisual Material**

The subrecipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability."*

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*"This institution is an equal opportunity provider."*

**17. Deliverables and Reports**

The subrecipient agrees to submit to their grant manager the following items 30 days after the close of each quarter:

1. Progress and budget reports filed electronically
2. Photos of projects in progress and samples of outreach products created,
3. Photocopies of all match documentation for that period. Match documentation should include a cover page with details on the source of the amount. Instructions on proper submittal procedures are forthcoming.
4. Photocopies of all expenses incurred during that period. Expense documentation should include a cover page with details on the payments. Instructions on proper submittal procedures are forthcoming.
5. All reports are due as stipulated in the schedule below; report periods are determined by the timing of the grant.

REPORT PERIOD	PERIOD	DUE DATE
1	December 1, 2010 – January 31, 2011	February 28, 2011
2	February 1, 2011 – April 30, 2011	May 31, 2011
3	May 1, 2011 – July 30, 2011	August 31, 2011
4	August 1, 2011- October 31, 2011	November 30, 2011
5	November 1, 2011 – January 31, 2012	February 29, 2012
6	February 1, 2012 – May 31, 2012	June 30, 2012

Progress and budget reports shall be filed electronically with the CALIFORNIA FIRE SAFE COUNCIL and are to be available at [www.grants.firesafecouncil.org](http://www.grants.firesafecouncil.org) and/or [www.firesafecouncil.org](http://www.firesafecouncil.org). The subrecipient shall send photos, outreach products and source match documentation by mail directly to their Grant Manager at the address below.

Cathy Brooke Upper So. California	California Fire Safe Council 502 W. Route 66, Suite 17 Glendora, CA 91740	Santa Barbara, Los Angeles, Ventura, San Luis Obispo, Kern
Denise Carrington Lower So. California	California Fire Safe Council 502 W. Route 66, Suite 17 Glendora, CA 91740	San Diego, Riverside, Orange, San Bernardino
Dave Farley Northern Coast	California Fire Safe Council 5834 Price Avenue, Suite 101 McClellan, CA 95652	Del Norte, Humboldt, Siskiyou, Mendocino, Trinity, Lake, Yolo
Liron Galliano Southern Sierra	California Fire Safe Council 5834 Price Avenue, Suite 101 McClellan, CA 95652	Placer, El Dorado, Sacramento, Amador, Calaveras, Alpine, Stanislaus, Tuolumne, Mariposa, Mono, Fresno, Tulare, Inyo, Madera, King
Dan Lang Northern Sierra	California Fire Safe Council 5834 Price Avenue, Suite 101 McClellan, CA 95652	Modoc, Shasta, Lassen, Tehama, Plumas, Glenn, Butte, Sierra, Yuba, Nevada, Eastern Placer, Eastern El Dorado and Nevada counties in the Lake Tahoe Basin.
Randy Richter Southern Coast	California Fire Safe Council 5834 Price Avenue, Suite 101 McClellan, CA 95652	Sonoma, Marin, San Mateo, Napa, San Benito, Santa Clara, Monterey, Alameda, Contra Costa, Solano, Santa Cruz, San Francisco

*Note: Failure to submit the above reports by the deadlines may be a basis for withholding payments until reports are received.*

#### **18. Grant Close-out**

Within 30 days of project completion, the subrecipient agrees to provide the CALIFORNIA FIRE SAFE COUNCIL with the following:

1. One original and two copies of each educational or outreach product developed with grant dollars.
2. Close-out report sent to their Grant Manager

3. Confidential Close-out survey sent to the Executive Director at the Glendora office
4. Final progress report submitted online
5. A check made payable to CALIFORNIA FIRE SAFE COUNCIL for any unused grant funds
6. A check made payable to CALIFORNIA FIRE SAFE COUNCIL for interest earned in excess of \$250
7. An electronic copy of the entire contents of the grant file. This should include, but is not limited to; receipts, invoices, match documentation and other items which document the expenses of the grant.

#### **19. Key Contacts**

##### **California Fire Safe Council**

Daniel Lang

Northern Sierra Region Grant Manager

5834 Price Ave, #101 McClellan, CA 95652

1-800-257-7066 ph 1-800-257-7096 fax

dlang@cafiresafecouncil.org

Executive Director

Margaret Grayson

502 W. Route 66, Suite 17

Glendora, CA 91740

##### **Yuba County Public Works Department**

Glenn Nader

915 8th Street, Suite 125

Marysville, CA 95901

530-822-7515

530-673-5368

ganader@ucdavis.edu

#### **20. Order of Precedence**

Any inconsistency in this agreement will be resolved by giving precedence in the following order: (a) any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) OMB A-102; (d) 7 CFR 3016; (d) special terms and conditions; and (e) all Agreement sections, documents, exhibits, and attachments.

#### **21. Procurement Procedures**

It is a national policy to place a fair share of purchases with minority business firms. Positive efforts shall be made by recipients and subrecipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients and subrecipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.



2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

## **22. General Provisions**

National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference

## **23. Members of U.S Congress**

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this subaward, or benefits that may arise there from, either directly or indirectly.

## **24. Administrative Requirements**

OMB A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments is incorporated by reference.

7 CFR 3016, Uniform Administrative Requirements for Grants and Agreements State and Local Governments is incorporated by reference.

## **25. Cost Principles**

2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments, is incorporated by reference.

## **26. Debarment & Suspension**

2 CFR 180, Governmentwide Debarment and Suspension (nonprocurement) is incorporated by reference.

**27. Restrictions on Lobbying**

7 CFR 3018, New Restrictions on Lobbying is incorporated by reference.

**28. Title VI of the Civil Rights Act of 1964**

USDA Forest Service Form 1700-1 is incorporated by reference.

**29. Audits**

OMB Circular A-133, Audits of States, Local Governments and Non-profit Organizations, is incorporated by reference.

7 CFR 3052, Audits of States, Local Governments and Non-profit Organizations, is incorporated by reference.

SF-424B, Assurances – Non-construction Programs. The subrecipient certifies that it will comply with the provisions outlined in SF-424B.

A-102, C. .36 (i) and 7 CFR 3016.60 are incorporated by reference. All contracts awarded by the subrecipient shall contain the provisions referenced in these sections.

**30. Opposition to Any Legislation**

The subrecipient shall not use any part of the payments from the CALIFORNIA FIRE SAFE COUNCIL as part of this subaward for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

**31. Endorsements**

The subrecipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, departmental, bureau, or government employee endorsement of a product, service, or position which the subrecipient represents. No release of information relating to this award may state or imply that the Government or the CALIFORNIA FIRE SAFE COUNCIL approves of the subrecipient's work products, or considers the subrecipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

*The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the California Fire Safe Council or the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the California Fire Safe Council or the U.S. Government.*

The subrecipient further agrees to include the above provisions regarding endorsements in a sub-subaward to any sub-subrecipient, except for a sub-subaward to a State government, a local government, or to a federally recognized Indian Tribal Government.

**32. Increasing Seat Belt Use in the United States**

Recipients of grants/cooperative agreements and/or subawards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

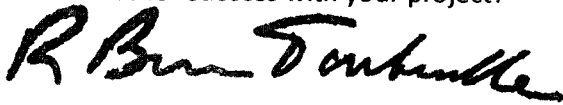
**33. Attachments**

1. Grant Proposal
2. Application
3. Subaward Additional Grant provisions
4. Project Maps
5. Environmental Compliance information ( if applicable)
6. ACH Processing Form- *please return*
7. Estimated payment and match schedule-*please return*

Please sign this agreement and keep a copy for your records. Return the original with a copy of the ACH processing form and the estimated payment and match schedule to the CALIFORNIA FIRE SAFE COUNCIL at: California Fire Safe Council, 502 W. Route 66, Suite 17 Glendora, CA 91740.

**Please note: Due to the widespread fire danger in California and extreme demand for these limited grant funds, please sign and return this agreement to the CALIFORNIA FIRE SAFE COUNCIL at your earliest convenience. If we do not receive the signed copy of the agreement within thirty (30) days of the date of this letter, the CALIFORNIA FIRE SAFE COUNCIL may redirect these grant funds to another project. If you anticipate any difficulty in meeting this condition, please contact your grant manager immediately to discuss your situation.**

Best wishes for success with your project!



Bruce Turbeville  
Chairman/CEO for California Fire Safe Council, Inc.

12/16/10  
Date

\_\_\_\_\_  
Glenn Nader for Yuba County Public Works Department

\_\_\_\_\_  
Date



**California Fire Safe Council  
Estimated Payment and Match Schedule  
Cycle 2011**

Instructions: Please enter your federal payment needs in the column titled "Payment Needs" next to the corresponding quarter. Use whole dollars only.

Enter your projected match in the column titled "Match Projected" next to the corresponding quarter. Use whole dollars only. Sign and date the form and return it with your Subaward Agreement.

Your Match Projected column should total the amount documented on your letters of commitment.

**\*\*Payments are contingent upon the California Fire Safe Council having funds available and there is no guarantee that funds will be disbursed exactly as requested. \*\***

Grant Number: \_\_\_\_\_ Organization Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

REPORT PERIOD	PERIOD	PAYMENT NEED	MATCH PROJECTED
1	December 1, 2010 – January 31, 2011		
2	February 1, 2011 – April 30, 2011		
3	May 1, 2011 – July 30, 2011		
4	August 1, 2011- October 31, 2011		
5	November 1, 2011 – January 31, 2012		
6	February 1, 2012 – May 31, 2012		

When complete please mail this form with your signed subaward agreement to:  
California Fire Safe Council 502 W. Route 66, Suite 17 Glendora, CA 91740



**California Fire Safe Council  
Grant Payment Information  
Cycle 2011**

**Instructions: It is mandatory that payments will be automatically deposited in the subrecipients' or fiscal sponsor's bank account. Please provide the following information and return this form with your Subaward Agreement letter.**

**Please attach a voided check**

**Date:** \_\_\_\_\_ **Grant Number:** \_\_\_\_\_

**Organization Name:** \_\_\_\_\_ **Organization TIN or EIN:** \_\_\_\_\_

**DUNS #:** \_\_\_\_\_ **CCR/CAGE #:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Contact Address:** \_\_\_\_\_

**Bank Name:** \_\_\_\_\_ **Bank Phone:** \_\_\_\_\_

**Bank Address:** \_\_\_\_\_

**Routing Number:** \_\_\_\_\_ **Account Number:** \_\_\_\_\_

**Please provide the following information if you have a fiscal sponsor**

**Fiscal Sponsor Name:** \_\_\_\_\_

**Fiscal Sponsor TIN or EIN:** \_\_\_\_\_ **DUNS #:** \_\_\_\_\_

**CCR/CAGE #:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Contact Address:** \_\_\_\_\_

**Bank Name:** \_\_\_\_\_ **Bank Phone:** \_\_\_\_\_

**Bank Address:** \_\_\_\_\_

**Routing Number:** \_\_\_\_\_ **Account Number:** \_\_\_\_\_

**ATTACHMENT: ADDITIONAL SUBAWARD PROVISIONS**

**A. Trafficking In Persons:**

1. Provisions applicable to a subrecipient that is a private entity.
  - a. You as the subrecipient, and your employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time the subaward is in effect;
    - ii. Procure a commercial sex act during the period of time that the subaward is in effect; or
    - iii. Use forced labor in the performance of subawards under the subaward.
  - b. CALIFORNIA FIRE SAFE COUNCIL may unilaterally terminate this subaward, without penalty, if you as the subrecipient that is a private entity:
    - i. Is determined to have violated a prohibition in paragraph a.1. of this subaward; or
    - ii. Has an employee who is determined by the CALIFORNIA FIRE SAFE COUNCIL to have violated a prohibition in paragraph a.1 of this subaward term through conduct that is either-
      1. Associated with performance under this subaward; or
      2. Imputed to using through standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by USFS at 7 CFR 3017.
2. Provision applicable to a subrecipient other than a private entity.

CALIFORNIA FIRE SAFE COUNCIL may unilaterally terminate this subaward, without penalty, if a subrecipient that is other than a private entity-

  - a. Is determined to have violated a prohibition in paragraph a.1. of this subaward; or
  - b. Has an employee who is determined by the CALIFORNIA FIRE SAFE COUNCIL to have violated a prohibition in paragraph a.1 of this subaward term through conduct that is either-
    1. Associated with performance under this subaward; or
    2. Imputed to using through standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by USFS at 7 CFR 3017.

3. Provisions applicable to any subrecipient:
  - a. You must inform CALIFORNIA FIRE SAFE COUNCIL immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1. of this subaward term.
  - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)) , and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this subaward.
4. Definitions. For purposes of this subaward:
  - a. "Employee" means either:
    1. A individual employed by you or a subrecipient who is engaged in the performance of the project or program under this subaward; or
    2. Another person engaged in the performance of the project or program under this subaward and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - b. "Forced labor" means labor obtained by any of the following methods; the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - c. "Private entity"
    1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25
    2. Includes:
      - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b)
      - b. A For-profit organization
  - d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**B. Drug-Free Workplace**

1. The subrecipient agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of this subaward. This statement must
  - a. Tell all employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
  - b. Specify actions the subrecipient will take against employees for violating that prohibition; and
  - c. Let each employee know that, as a condition of employment under any instrument, he or she
    - i. Must abide by the terms of the statement, and
    - ii. Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
2. The subrecipient agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;
  - b. Your policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the CALIFORNIA FIRE SAFE COUNCIL's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this subaward.
4. The subrecipient agree(s) to notify the CALIFORNIA FIRE SAFE COUNCIL if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title,



and the subaward agreement number on which the employee worked. The notification must be sent to the CALIFORNIA FIRE SAFE COUNCIL within ten calendar days after the subrecipient learn(s) of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, the subrecipient must either
  - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, or
  - b. Require the employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.





# The County of Yuba


## Office of the County Administrator

Robert Bendorf, County Administrator  
 Randy Margo, Assistant County Administrator  
 Aaron Ward, Deputy County Administrator/Emergency Services  
 John Fleming, Economic Development Coordinator  
 Russ Brown, Communications & Legislative Affairs Coordinator  
 Grace M Mull, Administrative Analyst  
 Teena L. Carlquist, Executive Assistant to the County Administrator  
 Yuba County Government Center  
 915 8<sup>th</sup> Street, Suite 115  
 Marysville, CA 95901

Phone: (530) 749-7575  
 Fax: (530) 749-7312  
 Email: rbendorf@co.yuba.ca.us  
 rmargo@co.yuba.ca.us  
 award@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: January 4, 2011

TO: Board of Supervisors

FROM: Russ Brown, Communications & Legislative Affairs Coordinator 

SUBJECT: Joint Powers Agreement Resolution for Sierra-Sacramento EMS Agency

**Recommended Action:** Adopt resolution approving Sierra-Sacramento Valley Emergency Management Systems Joint Power Authority Agreement and authorize Chair to sign the Agency's Second Amendment and Restated Joint Exercise of Powers Agreement.

**Background & Discussion:** Yuba County participates with a regional Emergency Management Services agency for the purpose of unified planning and coordination of emergency services with neighboring counties. The Sierra-Sacramento Valley EMS Agency is restructuring its Joint Powers Agreement to bring in additional counties under the agreement. Supervisor Abe sits as a member of the JPA Governing Board of Directors, participating in the updating process and providing regular updates to the Yuba County Board of Supervisors.

The Board is being asked to approve Yuba County's participation in the JPA and authorize the Chair to sign the resolution. By approving the resolution, the Board would also authorize the Chair to sign the Sierra-Sacramento Valley EMS Agency joint resolution designating Yuba County's participation in the Joint Powers Agreement.

**Committee Action:** Due to time constraints, this matter was not presented at the committee level.

**Fiscal Impact:** None

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

<b>RESOLUTION APPROVING SIERRA )</b> <b>SACRAMENTO VALLEY )</b> <b>EMERGENCY MANAGEMENT )</b> <b>SYSTEMS JOINT POWERS )</b> <b>AUTHORITY AGREEMENT )</b> <hr style="width: 100%;"/>	<b>)</b> <b>)</b> <b>)</b> <b>)</b> <b>)</b> <b>)</b>	<b>RESOLUTION NO. _____</b>
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**WHEREAS**, Yuba County is required to designate Local EMS Agency responsibilities in accordance with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the California Health and Safety Code) hereinafter called the “Act,” and;

**WHEREAS**, Joint Powers Authorities may be created under the provisions of the California Government Code (Section 6500, et seq.) to jointly exercise powers common to all members; and

**WHEREAS**, there now exists an urgent and demonstrated need for the continuation of a Regional EMS Agency and an EMS program in order to continue and improve Emergency Medical Services and to jointly undertake necessary solutions; and

**WHEREAS**, the County desires to delegate Local EMS Agency responsibilities to a Joint Powers Authority created to achieve the purpose of California Health and Safety Code Section 1797 et seq. and, specifically, the County wishes to become a member of the Sierra-Sacramento Valley Emergency Management Systems Joint Powers Authority to achieve the purposes cited herein.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Yuba County that the attached Joint Powers Agreement is hereby approved.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 2010 by the following vote:

AYES:

NOES:

ABSENT:

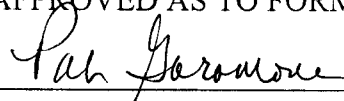
ABSTAIN:

\_\_\_\_\_  
Chairman  
Yuba County Board of Supervisors

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

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

  
\_\_\_\_\_

**SECOND AMENDMENT AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE PURPOSE OF CONTINUING A REGIONAL EMERGENCY MEDICAL SERVICES AGENCY AND PROVIDING FOR THE CONTINUED IMPLEMENTATION, OPERATION AND MANAGEMENT OF AN EMERGENCY MEDICAL SERVICES SYSTEM IN THE COUNTIES OF BUTTE, COLUSA, NEVADA, PLACER, SHASTA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA, STATE OF CALIFORNIA**

---

THIS AGREEMENT, dated for convenience, the First day of February, 2011, by and between the Counties of Butte, Colusa, Nevada, Placer, Shasta, Siskiyou, Sutter, Tehama, Yolo, and Yuba, each a political subdivision of the State of California (herein, collectively referred to as "Member Counties" or individually as "Member County").

**RECITALS**

WHEREAS, under the provisions of the Government Code, State of California (Section 6500, et seq.), the parties hereto may jointly exercise powers common to all; and

WHEREAS, there now exists within the area of jurisdiction of the parties hereto, an urgent and demonstrated need for the continuation of a Regional EMS Agency and an Emergency Medical Services (EMS) program in order to continue and improve Emergency Medical Services and to jointly undertake necessary solutions; and

WHEREAS, the parties hereto desire to delineate Local EMS Agency responsibilities in accordance with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the California Health and Safety Code) hereinafter called the "Act," and participate in Joint Powers Agency hereafter established.

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

## **ARTICLE I**

### **PURPOSE AND CREATION**

The purpose of this Agreement is to provide unified planning and coordination of a Regional Emergency Medical Services System by and through a Joint Powers Agency and for that agency to perform the duties and responsibilities of local EMS agency for the Member Counties in their ongoing operation and management of county emergency medical services systems.

There is hereby created pursuant to the Joint Exercise of Powers Act an agency to be known as the Sierra-Sacramento Valley Emergency Medical Services Agency, herein referred to as "Agency." For the purpose specified in this Agreement, the Agency shall be an entity separate from the parties to this Agreement.

## **ARTICLE II**

### **TERM**

- A. This Agreement shall become effective as of the date upon which all member counties have approved it and shall continue in full force and effect until terminated by mutual agreement of the parties hereto. In the event that a county or counties withdraw from the Agency ("Withdrawing County"), as per the term and conditions set forth in ARTICLE VI of this Agreement; and, if the remaining Member Counties desire to continue the Agency, the Withdrawing County (or counties) shall be removed from the Agreement, and it shall not be necessary to cause a new agreement to be executed by the remaining counties.

- B. If all Member Counties agree to terminate this Agreement, any money or assets, except funded equipment in possession of the Agency for use under this Agreement, after payment of all liabilities, costs, expenses and charges incurred under this Agreement, shall be returned to the counties in proportion to their contributions determined as of the time of termination. All funded equipment shall be disposed of in a manner prescribed by the appropriate grantor Agency.

### ARTICLE III

#### FUNDING

A. Member County Contributions

As Member Counties, we acknowledge the need for stabilization of funding in order for the Agency to perform required duties. Each Member County shall provide the Agency with an annual base contribution of \$10,000. In addition to the base contribution, the Member Counties agree to provide the Agency with an additional contribution of 42 cents per capita, or as determined by the Agency board by Resolution. Member county's current population figures shall be based upon figures obtained from the Demographic Research Unit, Department of Finance, State of California.

The first payment of the total county contribution shall be based on the previous year's contribution and shall be due and payable no later than August 1. The second payment of the county contribution shall be based on current county population and shall be due and payable no later than February 1.

B. State Funding



The Agency shall annually apply for regional funding from the State Emergency Medical Services Authority. This shall include, but not be limited to, State general fund grants, Federal block grants and any special project grants.

## ARTICLE IV

### GENERAL POWERS

#### A. Board of Directors

1. The Agency shall be governed by a Board of Directors, herein referred to as “Board,” composed of ten voting members as follows: One (1) representative of the Board of Supervisors of each Member County. Each such JPA Board member shall be selected by and serve at the pleasure of the Member County’s Board of Supervisors represented by such representative.
2. Any Supervisor of a member county’s board may serve as an alternate. Such alternate shall vote only in place of their absent representative. Each member shall have an equal vote.
3. The Agency shall have a full or part-time California licensed physician and surgeon as Medical Director, who has substantial experience in the practice of emergency medicine, to provide medical control and to assume medical accountability throughout the planning, implementation and evaluation of the EMS System. Such physician shall act as the Medical Director of the local EMS agency pursuant to the

Act for member counties and counties with whom the Agency contracts with for such services.

4. The Agency shall employ a Regional Executive Director and fix his/her salary. He/She shall serve at the pleasure of the Board of Directors. It shall be the responsibility of the Regional Executive Director to employ and discharge staff. Agency positions are established by the Board.
5. The Board of Directors of the Agency shall provide for its regular meetings. One meeting every other month shall be held. Special meetings may also be called if needed. One of the regular meetings shall be designated as the annual meeting at which time a review of the Joint Powers Agreement may take place. The annual meeting shall include the election of officers and other business as deemed necessary by the Board. The meetings shall be held in compliance with the Ralph M. Brown Act (Government Code, Section 54950 et seq.). Notice of regular meetings and the agenda shall be posted in a public location at least 72 hours in advance of said meetings.
6. The Regional Executive Director of the Agency shall cause to be kept minutes of the regular, adjourned regular and special meetings of the Board of Directors and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member and alternate of the Board.
7. A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from

time to time. The affirmative vote of a majority of the members shall be required for the approval of any motion/resolution as to which action of the Board is required.

8. Any vacancy of a regular or alternate member of the Board shall be filled by the authority which made the appointment.
9. Members of the Board shall serve without compensation, but shall receive reimbursement from the Agency for actual and necessary expenses incurred when on official duty for the Agency (including a stipend and mileage for travel to and from meetings of the Board, unless otherwise provided by the member's county). No member of the Board may be compensated for any service to the Agency except as provided in this section. Nothing herein shall be construed to prohibit member counties from compensating their Members or alternates for services on the Board.
10. Reimbursement for expenses shall be made by the Agency upon submittal of proper documentation.

B. Other Officers

The Treasurer and Auditor of the County of Placer are designated as Treasurer and Auditor respectively by each member county to act on behalf of the Agency and to be responsible for fiscal management under the terms of this Agreement. Said county shall be entitled to receive project indirect costs as agreed upon between the Board and Placer County.

C. Contracts

In order to achieve the purpose of this Agreement, the Agency may make and enter into contracts, including contracts with public and private organizations and individuals, employ agents and employees, secure necessary services and materials in accordance with grant

awards, and sue and be sued in its own name. No contract of the Agency may extend beyond the term of this Agreement and any renewals thereof. As set forth in Section IV.D, no party to this Agreement shall be responsible for any debt or obligation of the Agency.

D. Liability

No expense shall be incurred in excess of available funds for the establishment and operation of the Agency established pursuant to the Joint Exercise of Powers Act without prior written approval of the Member Counties. The Agency shall indemnify, defend and hold harmless each of the Member Counties and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and /or liability arising from the Agency's acts, errors or omissions and for any costs or expenses incurred by the Member County(ies) on account of any claim therefore, except where such indemnification is prohibited by law. The Agency shall obtain liability insurance containing limits of liability in such amount as the Board of Directors determines is necessary to cover the risk of liability incurred by the activities of the Agency. The Agency shall cover all employees with Workers' Compensation Insurance. The debts and obligations of the Agency are not and shall not become debts or obligations of any of the parties to this Agreement. No party to this Agreement shall be responsible for any debt or obligation of the Agency.

E. Grants

The Agency may, with Board approval apply for and receive State, Federal, local government and private organizational grants, and may receive contributions or donations from any

source for the implementation of the purposes of the Agency as stated herein. The Agency may earn and expend income for activities undertaken for its purpose.

F. Bylaws

The Board of Directors of the Agency shall adopt bylaws for the governing of the Agency and for the conducting of the business of the Board. Such bylaws shall make provision for an annual independent audit. Such bylaws shall also provide for the operation of Agency programs including the compensation and privileges of the employees of the Agency. Such bylaws shall also provide for an annual report of the activities to be made to the Board of Supervisors of the counties which are parties thereto, which report shall include a specific itemization of all revenues and expenditures of the Agency, including the annual audit report, an itemization of employee benefits paid and all expenses that have been allowed to employees of the Agency. The board of Directors shall elect a Chairperson and Vice-Chairperson to serve for one year and shall also appoint a Secretary who need not be a member of the Board.

G. Governing Law

Pursuant to Section 6509 of the Government Code, the powers of the Agency are subject to the restrictions upon the manner of exercising the power of the County of Placer.

**ARTICLE V**

**REGIONAL EMERGENCY MEDICAL SERVICES SYSTEM ADMINISTRATION**

A. Agency Designation

The Agency is designated as the Local EMS Agency by each signatory to this Agreement.

B. Agency Authorization

The execution of this Agreement acts as a delegation to the Agency by each signatory of all the California Health and Safety code, Division 2.5 functions, and the Agency shall act as the Local EMS Agency as to each function.

C. Designated Agency Functions

Within the territorial jurisdiction of each county signatory to this Agreement, the Agency shall perform the functions set forth in California Health and Safety Code, Division 2.5 (Cal H&S Code Section 1797 et seq., as currently written, or as may be amended, as well as the following:

1. The Agency may develop a schedule of fees for testing and certification in an amount sufficient to cover the actual cost of administering the certification process.
2. The Agency shall provide an organizational and committee structure which fosters interagency coordination and maintains an effective working relationship between individuals and groups.
3. The Agency shall provide liaison with county Emergency Medical Care Committees and providers to plan effective program variations which meets specific county provider and patient needs.
4. The Agency shall periodically reassess facilities to assure that listed treatment capability is current and modifications of triage and treatment guidelines reflect current medical practice.
5. The Agency shall perform legislative activities on behalf of the member counties at the state and local levels.

6. The Agency shall research availability of funds, institute applications where appropriate, and manage budgets in accordance with regional policies and specific requirements of funding sources.
7. The Agency shall facilitate intercounty and interregional response and transport of patients.
8. The Agency shall comply with all other relevant requirements as stated in the Act.
9. The Agency may contract with any organization to provide any relevant service of function authorized by the Act.
10. The Agency may have other powers and responsibility authorized by the counties.

## **ARTICLE VI**

### **WITHDRAWAL**

- A. Any signatory to this Agreement may withdraw by giving written notice to all the other signatories a minimum of six (6) months prior to the end of the fiscal year in which such notice is given. Withdrawal shall be effective at the end of the fiscal year unless otherwise specified in this Agreement.
- B. Equipment and Funds. Upon withdrawal of a Member County, any money or assets, including funded equipment in possession of the Agency for use under this Agreement shall remain with the Agency, except that the Board of Directors in its sole discretion, may permit a Withdrawing County to retain emergency medical care equipment secured through the Agency if the Board determines that such equipment is needed for the medical care of residents of the Withdrawing County. For situations arising that are not covered by the above guidelines, the Withdrawing County and the Board of Directors of the Agency may

enter into a contract settling the terms and conditions of withdrawal. A Withdrawing County shall not be entitled to any further distribution of Agency property or funds.

- C. Payment of Other Postemployment Benefits (OPEB) arising during the term of this JPA. The Member Counties agree that if a member County withdraws from the JPA, there will be a subsequent increase in OPEB liability for the other member Counties. As a result, a Withdrawing County shall, prior to withdrawal from the JPA, pay an amount calculated by taking the Agency's OPEB accrual for the most recent fiscal year, determining the Withdrawing County's pro-rata share based on population, and multiplying that share by the number of years that County has been a member of the JPA (partial years shall be rounded up to the next full number).

## **ARTICLE VII**

### **FISCAL YEAR**

For the purposes of this Agreement, the term "fiscal year" shall mean the period from July 1 to and including the following June 30<sup>th</sup>.

## **ARTICLE VIII**

### **CLAIMS**

All claims against the Agency including but not limited to claims by public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the Auditor – Controller of the Agency and established by the Board of Directors pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the



Government Code. The Board of Directors shall adopt a regulation requiring that all claims shall be so filed.

## **ARTICLE IX**

### **ALLOWANCE OF CLAIMS BY AUDITOR-CONTROLLER**

- A. The Auditor-Controller of Agency shall audit and allow or reject claims based on the budget and without the prior approval of the Board of Directors in any of the following cases:
1. Expenditures which have been authorized by purchase orders issued by an office of the Agency authorized and approved by the Board of Directors to make such purchases.
  2. The Auditor-Controller shall require the certificate of the requisitioning or receiving officer that the articles or services have been received or contracted for in accordance with the prior authorization of the Board.

## **ARTICLE X – ADDITIONAL PROVISIONS**

- A. This Agreement supersedes the Agreement of February 11, 1992, by and between the counties of Nevada, Placer, Sutter, Yolo and Yuba and all forerunners and amendments thereof. All rights, duties, liabilities, obligations and assets of the Sierra-Sacramento Valley Emergency Medical Services Agency pursuant to said Agreement are hereby assumed by the Sierra-Sacramento Valley Emergency Medical Services Agency pursuant to said Agreements are hereby ratified and confirmed. It is not the purpose of this Agreement to do away with the Sierra-Sacramento Valley Emergency Medical Services Agency, but rather to amend its powers, and place it in compliance with the requirements as stated in Part 1 of Division 2.5 (commencing with Section 1797) of the Health and Safety Code.

B. Performance of Functions by County. Agency shall be the sole Local Emergency Management Service Agency for each and every Member County, and shall perform the services enumerated in this agreement. However, Agency and the Member County may enter into such contracts allowing the Member County to perform any function or functions delegated to Agency by this Agreement at the time of its signing.

C. This Agreement may be amended at any time by the mutual agreement of the parties hereto.

**COUNTY OF PLACER**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF YOLO**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF YUBA**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF SUTTER**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF NEVADA**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF COLUSA**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF BUTTE**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF SHASTA**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF SISKIYOU**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**COUNTY OF TEHAMA**

\_\_\_\_\_  
Chairman Date  
Board of Supervisors

**APPROVAL AS TO FORM**

\_\_\_\_\_  
Brian Wirtz Date  
Counsel for JPA Governing Board of  
Directors

**APPROVAL AS TO FORM**

\_\_\_\_\_  
Arthur J. Wylene Date  
Assistant County Counsel  
County of Tehama





# *THE COUNTY OF YUBA*

## **OFFICE OF EMERGENCY SERVICES**

004-11

**SCOTT BRYAN**  
EMERGENCY SERVICES OFFICER

**CINDY PARSONS**  
EXECUTIVE ASSISTANT

### **BOARD MEMO**

To: Board of Supervisors

Fr: Scott Bryan *SB*  
Emergency Services

Re: Adopt resolution authorizing County Director of Emergency Services or designee to execute a Memorandum of Understanding with all qualified entities receiving Federal Preparedness funds through Office of Emergency Services.

Date: January 4, 2011

#### **Recommendation:**

Adopt resolution authorizing County Director of Emergency Services or designee to execute a Memorandum of Understanding with all qualified entities receiving Federal Preparedness funds through Office of Emergency Services.

#### **Background:**

Each fiscal year Office of Emergency Services seeks approval from the Board of Supervisors to apply for and accept federal preparedness funds, under the signature authority of the Director of Emergency Services or designee. These funds are received and administered by Office of Emergency Services. The administration of these funds is governed by the Code of Federal Regulations, as well as state and federal grant guidance.

#### **Discussion:**

These funds are distributed to numerous entities in Yuba County through the Joint Terrorism Task Force, a sub-committee of the Yuba County Disaster Council. The entities which receive these funds either directly or indirectly through training and or the purchase of equipment, must abide by the Code of Federal Regulations and state and federal guidance, including meeting the National Incident Management System implementation objectives. Currently there is no agreement in place between the County and entities who receive these preparedness funds as a pass-thru.

#### **Committee Action:**

This item was approved by the Protective Inspection Committee on December 14, 2010.

#### **Fiscal Impact:**

There is no fiscal impact to the General Fund as this request is administrative only.



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

**IN REFERENCE TO:**

<b>SIGNATURE RESOLUTION AUTHORIZING</b>	<b>)</b>	<b>RESOLUTION NO.</b>
<b>THE COUNTY DIRECTOR OF EMERGENCY</b>	<b>)</b>	
<b>SERVICES OR ITS DESIGNEE TO EXECUTE</b>	<b>)</b>	
<b>A MEMORANDUM OF UNDERSTANDING</b>	<b>)</b>	
<b>WITH ALL QUALIFIED ENTITIES RECEIVING</b>	<b>)</b>	
<b>FEDERAL PREPAREDNESS FUNDS THROUGH</b>	<b>)</b>	
<b><u>COUNTY EMERGENCY SERVICES</u></b>	<b>)</b>	

**WHEREAS**, it is in the best interest of the citizens of the County of Yuba to be protected from the threat of terrorism and to obtain federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California for that purpose, and

**WHEREAS**, the County Emergency Services seeks approval from your Board each fiscal year to apply for and except federal preparedness funds, under the signature authority of the Director of Emergency Services or its designee, and

**WHEREAS**, these funds are applied for, received and administered by the County Emergency Services, and

**WHEREAS**, the administration of these funds is governed by the Code of Federal Regulations, and state and federal grant guidance, and

**WHEREAS**, these funds are distributed to numerous entities in Yuba County through the Joint Terrorism Task Force, a sub-committee of the Yuba County Disaster Council, and

**WHEREAS**, those entities which receive these funds either directly or indirectly through training and or the purchase of equipment must abide by the Code of Federal Regulations, and state and federal grant guidance,

**NOW, THEREFORE, BE IT RESOLVED**, that the Director of Emergency Services or its designee is hereby authorized to execute the attached memorandum of understanding with all entities that have or will receive federal preparedness funds from the County of Yuba, a public entity established under the laws of the State of California.

**PASSED AND ADOPTED BY THE** Board of Supervisors of the County of Yuba, State of California, at the regular meeting thereof on the \_\_\_\_\_, day of \_\_\_\_\_ 2011, by the following vote:

**AYES:**

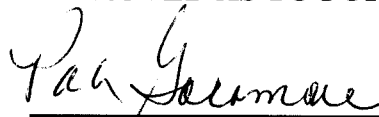
**NOES:**

**ABSENT:**

\_\_\_\_\_  
**Mary Jane Griego**  
**CHAIRMAN**

\_\_\_\_\_  
**ATTEST: DONNA SOTTLEYMEYER**  
**Clerk of the Board of Supervisors**

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
**Angil Morris-Jones**  
**COUNTY COUNSEL**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF YUBA  
AND  
THE ELIGIBLE RECIPIENT OF STATE HOMELAND SECURITY GRANT PROGRAM FUNDS  
THROUGH THE COUNTY OF YUBA**

THIS MEMORANDUM OF UNDERSTANDING (hereafter "MOU") is made as of the date entered into between the County of Yuba (hereafter "the County") and "name of entity" (hereafter "recipient") of the State Homeland Security Grant Program (hereafter "SHSGP"), as determined through compliance with the National Incident Management System (hereafter "NIMS") and on-going compliance with federal and state grant regulations, by Emergency Services, a division of the Office of the County Administrator. The purpose of this MOU is to outline an agreement between the County and all recipients of SHSGP funds.

**RECITALS**

WHEREAS,

1. The County Emergency Services is responsible for annually applying for and administering the SHSGP. These funds are intended to be utilized as a means of preparedness for local government and special districts, against natural and manmade disasters.
2. The County Emergency Services, is a member of, and works closely with the members of the Joint Terrorism Task Force (hereafter "TTF"), a sub-committee of the County Disaster Council, in identifying submitted projects. These projects must meet the requirements set forth in guidelines for federal and state preparedness funds. The recipient submitting a project for approval must also be compliant per NIMS implementation guidelines to receive federal preparedness funds.
3. The County Emergency Services has the responsibility to identify a NIMS compliance point of contact (POC) and assure recipients appoint a POC and to determine the eligibility of all recipients of SHSGP funds, per NIMS integration and guidance.
4. The County Emergency Services must track expenditures, maintain documentation of the location and condition of all purchased equipment, and complete reports to the California Emergency Management Agency (hereafter "CalEMA").
5. The County Emergency Services must comply with all titles of the Code of Federal Regulations, which govern federal preparedness grants, as well as abide by all state and federal grant guidelines, including full disclosure of grant activities during monitoring visits by CalEMA.

6. The County Emergency Services is responsible for assuring that all recipients are recording, maintaining and keeping proper documentation of all training activities and equipment purchases, through scheduled monitoring visits per the Code of Federal Regulations.
7. The County is ultimately responsible for the manner in which SHSGP funds are utilized and for the final disposition of equipment purchased with these funds.

THEREFORE,

As a recipient of SHSGP funds through the County of Yuba, I agree to review all current and future federal grant guidance and will hereby abide by all state and federal grant guidance pertaining to federal preparedness funds I have received, *per 28 CFR Part 66, Subpart C, Section 66.37(b)*. I will review and abide by all titles of the Code of Federal Regulations which govern the receipt, maintenance and closeout of federal preparedness grants. I agree to maintain NIMS compliance per the *NIMS Five Year Training Plan*, and appoint a NIMS compliance POC. I agree to comply with all rules and procedures set forth in the "*Property Management and Inventory Procedures*" memo dated April 1, 2010, prepared by County Emergency Services and listed as attachment (A) to this MOU. I agree to fully cooperate with the County Emergency Services in their required requests for information, and monitoring visits, *per 28 CFR Part 66, Subpart C, Section 66.40*. I agree to review and comply with all current and future grant assurances.

As a recipient of SHSGP funds, I understand that my failure to comply with the state and federal grant guidance, and or the Code of Federal Regulations and or my failure to maintain NIMS compliance, per the *NIMS Five Year Training Plan*, and or attachment (A) of this MOU, and or grant assurances, will cause my agency, department or office to be non compliant. I understand that this could necessitate the repayment to the State of California of previously granted funds, funding to be temporarily withheld, disallowed, partly suspended or cause the termination of a current award and the withholding of further funding, *per 44 CFR Part 13, Subpart C, Section 13.43*.

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

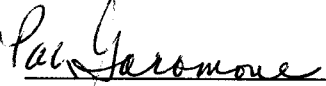
COUNTY OF YUBA:

\_\_\_\_\_  
Director of Emergency Services      Date  
or designee

Recipient of Preparedness Funds:

\_\_\_\_\_  
"Authorized Representative"      Date

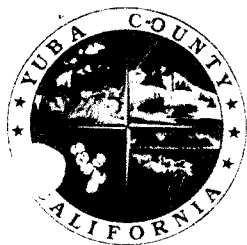
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Angil/Morris-Jones      Date  
Yuba County Counsel

2010 MOU Between County of Yuba and HSGP Fund Recipients

# THE COUNTY OF YUBA

## OFFICE OF EMERGENCY SERVICES



SCOTT BRYAN  
EMERGENCY SERVICES OFFICER

CINDY PARSONS  
EXECUTIVE ASSISTANT

Date: April 1, 2010

To: Members of the TTF or Authorized Representatives

Fr: Scott Bryan, Yuba County OES

Re: Property Management and Inventory Procedures

This memorandum is to outline the written procedures for the managing and inventory tracking of equipment purchased with Department of Homeland Security (DHS) funds. This procedure has been in place verbally to date; however during the grant monitoring which occurred in June 2009 it is necessary to have written procedures and is as follows. These procedures will take effect immediately.

1. *No purchases may be made or services provided from a vendor until the sub-recipient has checked to see if the vendor is listed in the Excluded Parties List System (EPLS). The website may be found in your sub-recipient handbook under "Websites".*
2. *Property records must be maintained by the sub-recipient that include a description of the property, a serial number or other identification number, the grant year funds the equipment was purchased with, the acquisition date, cost of the property, vendor, the property's location or to whom it is assigned. This information must be presented to the Yuba County Office of Emergency Services (OES) for records retention prior to reimbursement for any purchase, on the State Homeland Security Grant Program Equipment List provided to each sub-recipient dated April 30<sup>th</sup>, 2007. All equipment purchased must be marked to identify it as being purchased with DHS funds. Any sale, loss, theft, or ultimate disposition of property must be reported to OES as soon as reasonably possible, utilizing the Equipment Disposal and Replacement Log dated May 8<sup>th</sup>, 2007 and found in the sub-recipient handbook under "Forms".*
3. *Yuba County OES will conduct a monitoring or sampling of the equipment inventory of each sub-recipient no less than once every two years, retroactive to January 1, 2010. OES will provide the sub-recipients with no less than a two week notice of said monitoring and will provide the sub-recipients with general equipment information, regarding the monitoring to be consistent with State level monitoring.*

4. *Sub-recipients must establish a control system if not already in place, to ensure adequate safeguards to prevent loss, damage, or theft of property. Any loss, damage, or theft shall be investigated. Sub-recipients are responsible for replacing lost or stolen property.*
5. *Adequate maintenance procedures must be developed to keep the property in good condition.*
6. *If the sub-recipient wishes to sell or dispose of equipment, the sub-recipient must first seek approval from the Yuba County OES to ensure compliance. If authorized the sub-recipient will establish and document sales procedures to ensure the highest possible return.*

**Reference:**

*28 CFR Part 66, Subpart C, Section 66.32(d) states "Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:*

*28 CFR Part 66, Subpart C, Section 66.40, "Grantees are responsible for managing the day-to-day operations of grant and subgrant support activities. Grantees must monitor grant and subgrant supported activities to assure compliance with applicable Federal requirements.."*

*28 CFR Part 66, Subpart C, Section 66.37 (b) states "All other grantees shall follow the provisions of this part which are applicable to awarding agencies and administering subgrants..."*



# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT

**Suzanne Nobles, Director**

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



005-11

**Joseph W. Cassady, D.O.,  
Health Officer**

Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

**FROM:** Suzanne Nobles, Director  
Health and Human Services Department

by *Robert W. Michael*

**DATE:** January 4, 2011

**SUBJECT:** Resolution of the Board of Supervisors designating the Yuba County Child Abuse Prevention Council authorization to make recommendations related to the County Children's Trust Fund including the Child Abuse Prevention Intervention and Treatment/Community Based Child Abuse Prevention Funds (CAPIT/CBCAP)

**RECOMMENDATION:** It is recommended the Board of Supervisors approve a Resolution designating the Yuba County Child Abuse Prevention Council authorization to make recommendations related to the County Children's Trust Fund including the CAPIT/CBCAP Funds.

**BACKGROUND:** In 2003 the Board of Supervisors designated the Yuba County Children's Council as the council to make recommendations regarding the County Children's Trust Fund including the CAPIT/CBCAP funds. The Council acts as the planning body for child abuse prevention activities and provides a forum for interagency cooperation and coordination in the prevention, detection, treatment and legal processing of child abuse cases. The Child Abuse Prevention Council is also empowered to make recommendations regarding funding priorities for child abuse prevention programs and other grant-funded projects.

**DISCUSSION:** Approval of this Resolution is needed in accordance with Welfare and Institutions Code 18965, which requires the designation of a Child Abuse Prevention Council to act as the planning body for child abuse prevention activities and to make recommendations regarding funding priorities for child abuse prevention programs.

**COMMITTEE:** The Human Services Committee recommended approval on December 14, 2010.

**FISCAL IMPACT:** Approval of this Resolution will have no impact on the County General Fund.

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

**RESOLUTION REAFFIRMING THE )  
EXISTENCE OF THE YUBA COUNTY )  
CHILD ABUSE PREVENTION COUNCIL )  
AND DESIGNATION OF THE COUNCIL TO )  
MAKE RECOMMENDATIONS REGARDING )  
THE CHILDREN'S TRUST FUND )  
INCLUDING THE CHILD ABUSE )  
PREVENTION AND INTERVENTION )  
TREATMENT/COMMUNITY BASED CHILD )  
ABUSE PREVENTION FUND (CAPIT/CBCAP) )**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, pursuant to California Welfare & Institutions Code Section 18965, the county board of supervisors may designate an existing local voluntary commission, board or council to carry out the purposes of the Children's Trust Fund; and

**WHEREAS**, by Resolution 2003-06, the Yuba County Board of Supervisors designated the Yuba County Children's Council as the council to make recommendations about the Children's Trust Fund including CAPIT/CBCAP funds; and

**WHEREAS**, funding has been allocated to support a Yuba County Child Abuse Prevention Council; and

**WHEREAS**, the Yuba County Children's Council will be used as the planning body to designate representation for the Yuba County Child Abuse Prevention Council for public Child Welfare Services, County Welfare Department or Child Welfare Services, Probation, licensing, criminal justice, law enforcement, district attorney, courts, coroner, prevention/treatment service



community, medical and mental health services, community-based organizations, public/private schools, community representation including community volunteers, civic organizations, religious communities; and

**WHEREAS**, the functions of the councils includes: (a) providing a forum for interagency cooperation and coordination in the prevention, detection, treatment, and legal processing of child abuse cases, (b) promoting public awareness of the abuse and neglect of children and the resources available for intervention and treatment, (c) To encourage and facilitate training of professionals in the detection, treatment, and prevention of child abuse and neglect, (d) recommending improvements in services to families and victims; and (e) encouraging community support for child abuse and neglect prevention programs; and

**NOW, THEREFORE, BE IT RESOLVED**, the Yuba County Board of Supervisors hereby affirms the existence of the Yuba County Child Abuse Prevention Council and identifies the Yuba County Child Abuse Prevention Council as the council that makes recommendations regarding the County Children's Trust Fund (CCTF), including Child Abuse Prevention and Intervention Treatment/Community Based Child Abuse Prevention Fund (CAPIT/CBCAP) incorporated therein.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mary Jane Griego, Chairperson

ATTEST:     DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

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

*Maria Bryant-Pellard, Deputy*

# Yuba County Sheriff's Department

*Steven L. Durfor, Sheriff - Coroner*

**215 5th Street, Suite 150, Marysville, CA 95901**

**Ph: 530-749-7777 • Fax: 530-741-6445**

JANUARY 4, 2011

TO: YUBA COUNTY BOARD OF SUPERVISOR'S

FR: STEVEN L. DURFOR, SHERIFF-CORONER 

RE: AGREEMENT FOR PROFESSIONAL SERVICES: POLICE CANINE TRAINING SERVICES

## **RECOMMENDATION:**

Approve the agreement between the County of Yuba and Vigilant Canine Services International, LLC to provide developmental canine training services for the Sheriff's Department.

## **BACKGROUND:**

The Sheriff's Department is responsible for providing developmental training for its canine and canine handlers which meets or exceeds the level required by the Peace Officer's Standards and Training (P.O.S.T.). For the past five years, the Sheriff's Department has contracted directly with Mr. Greg Tawney, a canine officer with the Placer County Sheriff's Department, whom operates a private business training police canine and canine handlers for other law enforcement agencies. Mr. Tawney recently merged his business with Vigilant Canine Services International, an industry leader in canine training around the world. Mr. Tawney will continue train and certify our canines and canine handlers, but under the direction of Vigilant Canine Services. All components of the new contract will remain the same, including the hours of instruction and fees for service.

## **DISCUSSION:**

The proposed agreement provides for a minimum of sixteen (16) hours of canine maintenance training per month, per K-9 team, for three years. Vigilant Canine Services will be responsible for ensuring our canines meet or exceed the level required by the Peace Officer's Standards and Training (P.O.S.T.) and provide expert testimony with regard to the use of and deployment of police service dogs. This service will also include preparation for court cases as required.

## **FISCAL IMPACT:**

The fee for canine training services is \$175.00 per month, per team (1 canine and 1 handler), for \$2,100 annually per K-9 team. The Sheriff's Department currently has three (3) K-9 teams. Funding for this training was included in the Sheriff's FY 2010-11 budget.

## **COMMITTEE ACTION:**

Due to the routine nature of this request, the item was placed directly on the Board of Supervisor's agenda.

**COUNTY OF YUBA  
PROFESSIONAL SERVICES AGREEMENT  
POLICE CANINE TRAINING SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between the COUNTY OF YUBA, a political subdivision (hereinafter "COUNTY"), and VIGILANT CANINE SERVICES INTERNATIONAL, LLC (hereinafter "PROVIDER").

**RECITALS**

- A. Whereas the COUNTY of YUBA SHERIFF'S OFFICE is in need of police canine training services,
- B. Whereas canine training at specified intervals are required, and
- C. Whereas staff determined that PROVIDER is well qualified to provide such services,

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

**1. SCOPE OF SERVICES.**

- 1.1.** PROVIDER will provide the COUNTY with a basic police service dog proficiency maintenance training program which meets or exceeds P.O.S.T. standards. PROVIDER shall provide training in the following areas:

- 1. Safety procedures
- 2. K-9 First Aid
- 3. Working obedience
- 4. Tracking
- 5. Search techniques
- 6. Officer protection
- 7. Call off/Call out
- 8. Narcotic detection
- 9. Person detection
- 10. Controlled aggression and Bite work
- 11. Preparation of K-9 records and reports
- 12. Problem solving/Decision making
- 13. Scenario-based training
- 14. Other training and services as needed

- 1.2.** The PROVIDER will provide the COUNTY with a block of the instruction/training outlined above; providing a minimum of sixteen (16) hours of canine maintenance training per month for three years. It is the responsibility of the COUNTY to have their personnel present during the scheduled blocks of instruction/training.

**COUNTY OF YUBA -- PROFESSIONAL SERVICES AGREEMENT  
POLICE CANINE TRAINING SERVICES**

Page 2 of 7

- 1.3. Expert Testimony: Upon request by the COUNTY of YUBA SHERIFF, a representative of PROVIDER will give expert testimony with regard to the use and deployment of police service dogs. This service will also include preparation for court cases as required.
2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. PROVIDER shall commence performance, and shall complete all required services no later than the dates set forth in this agreement. Any services for which times for performance are not specified in this Agreement shall be commenced and completed by PROVIDER in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the PROVIDER. PROVIDER shall submit all requests for extensions of time to the COUNTY in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. COUNTY shall grant or deny such requests at its sole discretion.
3. **INDEPENDENT CONTRACTOR STATUS.** PROVIDER is an independent contractor and is solely responsible for all acts of its employees or agents, including any negligent acts or omissions. PROVIDER is not the COUNTY's employee and PROVIDER shall have no authority, express or implied, to act on behalf of the COUNTY as an agent, or to bind the COUNTY to any obligation whatsoever, unless the COUNTY provides prior written authorization to PROVIDER. PROVIDER is free to work for other entities while under contract with the COUNTY. PROVIDER and its agents or employees are not entitled to COUNTY benefits.
4. **CONFLICTS OF INTEREST.** PROVIDER (including its employees or agents) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that PROVIDER maintains or acquires such a conflicting interest, any contract (including this Agreement) involving PROVIDER's conflicting interest may be terminated by the COUNTY.
5. **COMPENSATION.**
  - 5.1. For services performed by PROVIDER in accordance with this Agreement, the COUNTY shall pay PROVIDER the sum of \$175.00 per month per K-9 team, or \$2,100.00 annually per K-9 team. A K-9 team consists of one (1) canine and one (1) handler. PROVIDER's fee for this Agreement is Not To Exceed \$6,300.00 annually, or \$18,900.00 for all three years.
  - 5.2. In addition, the COUNTY will reimburse PROVIDER the cost of the required annual COUNTY of YUBA Business License and for the reasonable travel and hotel costs of PROVIDER's representative for the purpose of the expert testimony training set forth in section 1.2 of this agreement.

**COUNTY OF YUBA -- PROFESSIONAL SERVICES AGREEMENT  
POLICE CANINE TRAINING SERVICES**

**Page 3 of 7**

- 5.3.** PROVIDER's billing rates shall cover all costs and expenses of every kind and nature for PROVIDER's performance of this Agreement (except for those outlined in 5.2). No work shall be performed by PROVIDER in excess of the Not To Exceed amount without the prior written approval of the COUNTY.
- 5.4.** PROVIDER shall submit monthly invoices to the COUNTY describing the services performed, including times, dates, and names of persons performing the service.
- 5.5.** It is the responsibility of the COUNTY to have their personnel present during the scheduled blocks of instruction/training. If a contracted K-9 team is absent from training, the previously agreed fee is still due and payable. However, COUNTY shall not be responsible for the agreed fee if: (1) The PROVIDER is unable to be present for the scheduled training; (2) The COUNTY gives PROVIDER at least 30 days notice of the need to change the training date; (3) COUNTY gives PROVIDER at least two weeks notice that a K-9 is injured and cannot participate in the training, in which case, the fee will be based on the K-9 units that are able to participate in the scheduled monthly training.
- 5.6.** Within thirty (30) days after the COUNTY's receipt of invoice, COUNTY shall make payment to the PROVIDER based upon the services described on the invoice and approved by the COUNTY.
- 6. TERMINATION.** The COUNTY may terminate this Agreement by giving ten (10) days written notice to PROVIDER. Upon termination, PROVIDER shall give the COUNTY all original documents, including preliminary drafts and supporting documents, prepared by PROVIDER for this Agreement. The COUNTY shall pay PROVIDER for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.
- 7. OWNERSHIP OF WORK.** All original documents prepared by PROVIDER for this Agreement, whether complete or in progress, are the property of the COUNTY, and shall be given to the COUNTY at the completion of PROVIDER's services, or upon demand from the COUNTY. No such documents shall be revealed or made available by PROVIDER to any third party without the prior written consent of the County.
- 8. INDEMNIFICATION.** PROVIDER shall indemnify, defend, and hold harmless the COUNTY (including its elected officials, officers, agents, volunteers, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of PROVIDER's performance of services under this Agreement.

**COUNTY OF YUBA -- PROFESSIONAL SERVICES AGREEMENT  
POLICE CANINE TRAINING SERVICES**

Page 4 of 7

**9. BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, PROVIDER shall obtain a COUNTY of YUBA Business License.

**10. INSURANCE.**

**10.1. General.** PROVIDER shall, throughout the duration of this Agreement, maintain insurance to cover PROVIDER, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

**10.2. Commercial General Liability.** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

**10.3. Automobile Liability.** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

**10.4. Workers' Compensation.** coverage shall be maintained as required by the State of California.

**10.5. Endorsements.** PROVIDER shall obtain endorsements to the automobile and commercial general liability with the following provisions:

**10.5.1.** The COUNTY (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

**10.5.2.** For any claims related to this Agreement, PROVIDER's coverage shall be primary insurance with respect to the COUNTY. Any insurance maintained by the COUNTY shall be excess of the PROVIDER's insurance and shall not contribute with it.

**10.6. Notice of Cancellation.** PROVIDER shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the COUNTY should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

**10.7. Authorized Insurers.** All insurance companies providing coverage to PROVIDER shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

**10.8. Insurance Certificate.** PROVIDER shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the County, no later than five (5) days after the execution of this Agreement.

**10.9. Substitute Certificates.** No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, PROVIDER shall provide a substitute certificate of insurance.

**10.10. PROVIDER's Obligation.** Maintenance of insurance by the PROVIDER as specified in this Agreement shall in no way be interpreted as relieving the PROVIDER of any responsibility whatsoever (including indemnity obligations

**COUNTY OF YUBA -- PROFESSIONAL SERVICES AGREEMENT  
POLICE CANINE TRAINING SERVICES**

Page 5 of 7

under this Agreement), and the PROVIDER may carry, at its own expense, such additional insurance as it deems necessary.

**11. ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the PROVIDER's duties be delegated, without the written consent of the COUNTY. Any attempt to assign or delegate this Agreement without the written consent of the COUNTY shall be void and of no force and effect. A consent by the COUNTY to one assignment shall not be deemed to be a consent to any subsequent assignment.

**12. NOTICES.**

**12.1.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**To COUNTY:**

Yuba County Sheriff's Office  
Attn: Michelle Manning  
215 5<sup>th</sup> Street, Suite 150  
Marysville, CA. 95901

&

Yuba County Counsel  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

**To PROVIDER:**

Vigilant Canine Services International, LLC  
8614 Hollis Street  
Los Molinos, CA. 96055

**12.2.** Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

**13. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

**14. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

**15. SEVERABILITY.** In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

**16. JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Yuba.



**COUNTY OF YUBA -- PROFESSIONAL SERVICES AGREEMENT  
POLICE CANINE TRAINING SERVICES**

Page 6 of 7

17. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.
18. **COMPLIANCE WITH THE LAW.** PROVIDER shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
19. **STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to PROVIDER's services will be the degree of skill and diligence ordinarily used by reputable providers performing in the same or similar time and locality, and under the same or similar circumstances.

INTENTIONALLY LEFT BLANK


COUNTY OF YUBA -- PROFESSIONAL SERVICES AGREEMENT  
POLICE CANINE TRAINING SERVICES

Page 7 of 7

**20. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the PROVIDER and the COUNTY. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

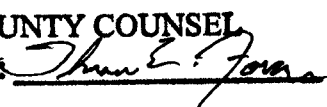
IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

COUNTY OF YUBA


  
By: STEVEN L. DUREN  
Title: SHERIFF  
Date: 12/03/10

Attest:

\_\_\_\_\_  
By:  
Title:  
Date: \_\_\_\_\_

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

PROVIDER

  
By: Buckley Dikes  
Title: Chief Executive Officer  
Date: \_\_\_\_\_  
Fed. Employer ID No. \_\_\_\_\_

COUNTY OF YUBA

By \_\_\_\_\_  
Chairman, Board of Supervisors

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2010

PRODUCER (530) 258-3477  
High Sierra Insurance Services  
509 Main Street  
P.O. Box 1119  
Chester CA 96020-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Vigilant Canine Services International, LLC  
8614 Hollis Street  
Los Molinos CA 96055-

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: American Empire Surplus L

INSURER B: State Compensation Insura

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS														
A	X	GENERAL LIABILITY	10-GC60627	08/05/2010	08/05/2011	<table border="1"> <tr> <td>EACH OCCURRENCE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td>\$ 100,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td>\$ 5,000</td> </tr> <tr> <td>PERSONAL &amp; ADV INJURY</td> <td>\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OF AGG</td> <td>\$ 2,000,000</td> </tr> <tr> <td>NONWD</td> <td></td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OF AGG	\$ 2,000,000	NONWD	
EACH OCCURRENCE	\$ 1,000,000																			
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MED EXP (Any one person)	\$ 5,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OF AGG	\$ 2,000,000																			
NONWD																				
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		AUTOMOBILE LIABILITY		/ /	/ /	<table border="1"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td>\$</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td>\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td>\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td>\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$						
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BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /															
		GARAGE LIABILITY		/ /	/ /	<table border="1"> <tr> <td>AUTO ONLY - EA ACCIDENT</td> <td>\$</td> </tr> <tr> <td>OTHER THAN EA ACC</td> <td>\$</td> </tr> <tr> <td>AUTO ONLY: AGG</td> <td>\$</td> </tr> </table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN EA ACC	\$	AUTO ONLY: AGG	\$								
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		EXCESS/UMBRELLA LIABILITY		/ /	/ /	<table border="1"> <tr> <td>EACH OCCURRENCE</td> <td>\$</td> </tr> <tr> <td>AGGREGATE</td> <td>\$</td> </tr> <tr> <td>DEDUCTIBLE</td> <td>\$</td> </tr> <tr> <td>RETENTION \$</td> <td>\$</td> </tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$	DEDUCTIBLE	\$	RETENTION \$	\$						
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RETENTION \$	\$																			
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B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1914829-2010	07/31/2010	07/31/2011	<table border="1"> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000								
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		/ /	/ /															
		if yes, describe under SPECIAL PROVISIONS below		/ /	/ /															
		OTHER		/ /	/ /															

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

JOB: Canine/handler training

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY PER ATTACHED CG20330704

## CERTIFICATE HOLDER

( ) - ( ) -  
YUBA COUNTY SHERIFF'S DEPARTMENT  
215 5TH STREET, STE 150  
MARYSVILLE CA 95901-

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

ACORD 25 (2001/08)

INS025 (0108).05

ELECTRONIC LASER FORMS, INC. - (800)327-0545

© ACORD CORPORATION 1988

Page 1 of 2

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.







**Bi-County Farm Advisors**  
**Staff Report**  
*November 29, 2010*

---

On December 31, 2010, County Director Mike Murray will be retiring. The University has appointed Associate County Director, Christopher Greer, to the position of County Director. Chris came over to the Sutter-Yuba office from Colusa as the Rice Farming Systems Advisor in 2007 and the Associate County Director position was added to his responsibilities in 2008.







*COUNTY*  
*DEPARTMENTS*



January 11, 2011

The Honorable Wesley Chesbro  
California State Assembly  
State Capitol  
P.O. Box 942849  
Sacramento, CA 94249-0001

**RE: Support of AB 66 and ABX1 9**

Dear Assemblyman Chesbro:

I am writing on behalf of the Yuba County Board of Supervisors to state our support for your two bills that would extend the 0.15 percent public safety portion of the state's vehicle license fee for the Local Safety and Protection Account. Both AB 66 and ABX1 9 are appropriate and necessary legislation that underscore the key purpose of government: to ensure the safety of our residents.

We are living in unprecedented times, when revenues are falling for both state and local programs, putting us in the position of making serious budgetary decisions that could impact the very health and well-being of the people we serve. Here at the county level, significant personnel and program cuts have already taken place, and we are likely to see more reductions as revenues continue to dwindle. In these difficult times, we need to be keenly aware that there remains a direct correlation between the struggling economy and the increased need for a strong law enforcement presence.

The Yuba County Sheriff's Department is already fighting to maintain vital services, despite the fact that budget realities have forced the department to keep 15 positions vacant over the past two years. If the VLF funds expire at the end of this fiscal year, we can expect to see additional program and personnel reductions equivalent to six patrol deputies and one communications dispatcher. Other programs that strengthen our drug enforcement efforts and fund additional deputies could also face elimination. In a rural county that has a lot of land with a spread-out population, such additional reductions are not acceptable to our board.

Yuba County's District Attorney and Probation Department are facing similar cuts that eliminate the one district attorney and one investigator that comprise the Child Sexual Abuse Unit. We are also facing the possible loss of the Maxine Singer Youth Guidance Center – a program that over the past eight years has been continually recognized for its innovative and effective programs. The loss of VLF funds would result in the elimination of eight Probation Department positions.

When the state turned to the vehicle license fee to prop up vital programs, our legislators made a wise choice to dedicate 0.15 percent to maintain public safety programs. We believe this public safety designation has been an appropriate use of the VLF and provides a direct and identifiable benefit to the public. State lawmakers have the same responsibility as local officials to ensure the well-being of our residents. The Yuba County Board of Supervisors believes the public fully understands the importance of funding ongoing law enforcement work and expects its representatives to maintain this vital funding.

For all of these reasons, Yuba County would like to officially go on record as supporting AB 66 and ABX1 9, because the safety and security of our residents depends upon these bills.

Sincerely,

Roger Abe, Chairman  
Board of Supervisors

BILL NUMBER: AB 66  
BILL TEXT

INTRODUCED

INTRODUCED BY Assembly Member Chesbro  
(Principal coauthor: Assembly Member Galgiani)  
(Principal coauthors: Senators Rubio and Wolk)  
(Coauthors: Assembly Members Bradford, Monning, V. Manuel Pérez,  
Solorio, Torres, Wieckowski, and Yamada)  
(Coauthor: Senator Evans)

DECEMBER 13, 2010

An act to amend Section 10752.2 of the Revenue and Taxation Code, relating to taxation, making an appropriation therefor, and declaring the urgency thereof, to take effect immediately.

#### LEGISLATIVE COUNSEL'S DIGEST

AB 66, as introduced, Chesbro. Taxation: vehicle license fees.

The Vehicle License Fee Law, in lieu of any ad valorem property tax upon vehicles, imposes an annual license fee for any vehicle subject to registration in this state in the amount of 1% of the market value of that vehicle, as provided, for a specified amount of time. Existing law also, until June 30, 2011, imposes an additional tax equal to 0.15% of the market value of specified vehicles, as determined by the Department of Motor Vehicles, to the vehicle license fee, to be deposited in the General Fund and transferred to the Local Safety and Protection Account, a continuously appropriated fund.

This bill would repeal the provision relating to the sunset date and repeal of the additional 0.15% tax, thereby depositing additional moneys into a continuously appropriated fund.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: 2/3. Appropriation: yes. Fiscal committee: yes.  
State-mandated local program: no.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 10752.2 of the Revenue and Taxation Code is amended to read:

10752.2. (a) On and after May 19, 2009, in addition to the annual license fee for a vehicle, other than a commercial motor vehicle described in Section 9400.1 of the Vehicle Code, imposed pursuant to Sections 10752 and 10752.1, a sum equal to 0.15 percent of the market value of the vehicle as determined by the department, shall be added to that annual fee.

(b) Notwithstanding Chapter 5 (commencing with Section 11001) or any other law to the contrary, all revenues (including penalties), less refunds, derived from fees collected pursuant to subdivision (a) shall be deposited in the General Fund and transferred to the Local Safety and Protection Account, which is hereby established in the Transportation Tax Fund. Notwithstanding Section 13340 of the Government Code, all moneys in the account are hereby continuously appropriated, without regard to fiscal year, to the Controller for allocation pursuant to Sections 29553, 30061, and 30070 of the Government Code, Section 13821 of the Penal Code, and Sections 18220 and 18220.1 of the Welfare and Institutions Code.

(c) (1) In 2010 and each calendar year thereafter, the Director of Finance shall, no later than January 10 and upon the enactment of the Budget Act during the calendar year, make a written determination of whether any of the moneys derived from fees collected pursuant to subdivision (a) are being allocated by the state for any purpose not authorized by subdivision (b), and shall immediately submit his or her written determination to all of the following:

(A) The Director of the Department of Motor Vehicles.

(B) The Joint Legislative Budget Committee.

(C) The Senate and Assembly Appropriations Committees.

(D) The Senate and Assembly Revenue and Taxation Committees.

(2) If the Director of Finance determines that any moneys derived from fees collected pursuant to subdivision (a) are being allocated by the state for a purpose not authorized by subdivision (b), the Director of the Department of Motor Vehicles shall, upon receipt of the written determination, immediately cease collection of the fees imposed by subdivision (a), and shall resume collection of those fees only upon his or her receipt of written determination provided under paragraph (1) that specifies that none of the moneys derived from fees collected pursuant to subdivision (a) are being allocated by the state for a purpose not authorized by subdivision (a).

~~—(d) This section shall cease to be operative on July 1, 2011, unless the Director of Finance makes the notification pursuant to Section 99040 of the Government Code, in which case this section shall cease to be operative on July 1, 2013.—~~

SEC. 2. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure the continuity of the tax system in the state and to address the current fiscal crisis, it is necessary that this act go into immediate effect.

BILL NUMBER: ABX1 9 INTRODUCED  
BILL TEXT

INTRODUCED BY Assembly Member Chesbro  
(Principal coauthor: Assembly Member Galgiani)  
(Principal coauthors: Senators Rubio and Wolk)  
(Coauthors: Assembly Members Bradford, Monning, V. Manuel Pérez,  
Solario, Torres, Wieckowski, and Yamada)  
(Coauthor: Senator Evans)

DECEMBER 13, 2010

An act to amend Section 10752.2 of the Revenue and Taxation Code,  
relating to taxation, and making an appropriation therefor.

LEGISLATIVE COUNSEL'S DIGEST

AB 9, as introduced, Chesbro. Taxation: vehicle license fees.

The Vehicle License Fee Law, in lieu of any ad valorem property tax upon vehicles, imposes an annual license fee for any vehicle subject to registration in this state in the amount of 1% of the market value of that vehicle, as provided, for a specified amount of time. Existing law also, until June 30, 2011, imposes an additional tax equal to 0.15% of the market value of specified vehicles, as determined by the Department of Motor Vehicles, to the vehicle license fee, to be deposited in the General Fund and transferred to the Local Safety and Protection Account, a continuously appropriated fund.

This bill would repeal the provision relating to the sunset date and repeal of the additional 0.15% tax, thereby depositing additional moneys into a continuously appropriated fund.

This bill would constitute a change in state statute that would result in a taxpayer paying a higher tax within the meaning of Section 3 of Article XIII A of the California Constitution, and thus would require for passage the approval of 2/3 of the membership of each house of the Legislature.

Vote: 2/3. Appropriation: yes. Fiscal committee: yes.  
State-mandated local program: no.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 10752.2 of the Revenue and Taxation Code is amended to read:

10752.2. (a) On and after May 19, 2009, in addition to the annual license fee for a vehicle, other than a commercial motor vehicle described in Section 9400.1 of the Vehicle Code, imposed pursuant to Sections 10752 and 10752.1, a sum equal to 0.15 percent of the market value of the vehicle as determined by the department, shall be added to that annual fee.

(b) Notwithstanding Chapter 5 (commencing with Section 11001) or any other law to the contrary, all revenues (including penalties), less refunds, derived from fees collected pursuant to subdivision (a) shall be deposited in the General Fund and transferred to the Local Safety and Protection Account, which is hereby established in the Transportation Tax Fund. Notwithstanding Section 13340 of the Government Code, all moneys in the account are hereby continuously appropriated, without regard to fiscal year, to the Controller for allocation pursuant to Sections 29553, 30061, and 30070 of the

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- (A) The Director of the Department of Motor Vehicles.
- (B) The Joint Legislative Budget Committee.
- (C) The Senate and Assembly Appropriations Committees.
- (D) The Senate and Assembly Revenue and Taxation Committees.

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~~— (d) This section shall cease to be operative on July 1, 2011, unless the Director of Finance makes the notification pursuant to Section 99040 of the Government Code, in which case this section shall cease to be operative on July 1, 2013. —~~



[Home](#)[About Us](#)[Departments](#)[Community](#)[Government](#)[Quick Links](#)

## Government

### **Council Member Biographies**

Regular Council meetings are held on the second and fourth Tuesdays of each month at 6:00 p.m. in the Wheatland Community Center, 101 C Street, Wheatland, CA.

The current Council members are:

Enita Elphick, Mayor

James Pendergraph, Vice Mayor

David Coe

Lisa McIntosh

Rick West

Regular Planning Commission meetings are held on the first and third Tuesday of each month at 6:30 p.m. in the Wheatland Community Center, 101 C Street, Wheatland, CA

The current Planning Commissioners are:

Tom Mihalyi, Chairman

Mark Beaman, Vice Chairman

Kevin Kuntz

Mark Pfaff

Jared Wickliff





# The County of Yuba

**Office of the County Administrator**

Robert Bendorf, County Administrator

TO: Board of Supervisors  
FROM: Robert Bendorf, County Administrator *RB/hc*  
RE: Professional Services Contract with M.M. Rosenberg Associates  
DATE: January 11, 2011

## Recommended Action

It is recommended that the Board of Supervisors approve a contract between the County and M.M. Rosenberg & Associates effective January 12, 2011 through December 31, 2011, and authorize the Chairman to execute same.

## Background

The Board of Supervisors previously approved a contract with M.M. Rosenberg and Associates in January 2010. Services performed included instructing and coordinating the Executive Leadership Program, assistance in the restructuring of key County departments, coordinating with the Workforce Planning Committee and development of an executive evaluation program with the Board of Supervisors. Previous contracts (the first in 2008) with Dr. Rosenberg included development of the Executive Leadership Program which was designed as a 12 module Leadership Development Series for Department Heads and Assistant Department Heads, development of the County's first strategic plan, department head workshop, executive coaching, development of a selection system manual, presentation to department heads regarding strategic planning and leadership development, and executive level employee relations coaching.

## Discussion

Dr. Rosenberg has provided assistance in a number of activities related to overall organizational effectiveness. The implementation and results of the "in-house" Supervisory Development and Executive Leadership courses has been very successful. The County's first Executive Leadership Program has concluded with another planned in late spring / early summer of 2011 that Dr. Rosenberg will facilitate.

It is also requested through the Board of Supervisors that Dr. Rosenberg continue development and implement the executive evaluation process for the Board of Supervisors. In addition, organizational development and training workshops will take

place for the County and the Board of Supervisors during the course of the year.

**Fiscal Impact**

Dr. Rosenberg will perform the services listed and the cost is estimated at a not to exceed amount of \$3,750 per month for twelve months, including expenses. There are sufficient funds available for the current fiscal year and for the following fiscal year, the remaining amount will be submitted as a budget request pending Board approval.

**M.M. ROSENBERG & ASSOCIATES**  
**Consultants in Organizational Effectiveness**

**CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT ("Agreement") made this 12th day of January, 2010 (the "Effective Date"), by and between M.M. Rosenberg and Associates, hereinafter referred to as "Consultant", and Yuba County, Office of the County Administrator, whose principal place of business is located at 915 Eighth Street, Suite 115 Marysville, CA 95901 hereinafter referred to as "Yuba County".

NOW, THEREFORE, it is agreed as follows:

1. Term. The respective duties and obligations of the contracting parties shall be for a period of one (1) Year commencing on January 12, 2010 and may be terminated at any time, with or without cause, by either party with 30 days notice to the other party at the addresses stated above, or at an address chosen subsequent to the execution of this Agreement and duly communicated to the party giving notice. In the event of termination of this Agreement, Consultant shall immediately deliver to the County, all work product, papers, documents, data, notes, reports, electronic mail, materials and other properties created, controlled or held by Consultant in connection with the purposes of this Agreement. In addition, each party will assist the other party in orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.
2. Services. In compliance with all of the terms and conditions of this Agreement, Consultant is retained by Yuba County for two days (2) per month (with a minimum of one day on-site) and unlimited monthly access for phone/email consultation or coaching as a non-exclusive consultant to assist the officers of Yuba County with Organizational Development. Consultant is free to cooperate with sub-consultants and may divide the services to be performed pursuant to this Agreement with other consultants in a manner acceptable to Yuba County and Consultant, provided that such sub-consultants shall at all times agree in writing to be bound to the confidentiality provisions set forth in paragraph 5 of this Agreement.
3. Fee. Consultant will be paid for the consulting services performed pursuant to this Agreement a retainer fee in the amount of Seven Thousand, Five Hundred Dollars (\$3,750.00) per month (the "Fee"). Consultant shall pay its own income taxes, federal, state or city, and self-employment taxes. Yuba County shall reimburse Consultant for any out-of-pocket expenses incurred by Consultant in connection with the consulting services provided hereunder. Should a bona fide dispute arise with respect to an invoice submitted by Consultant, Yuba County shall pay the undisputed amount within a reasonable time period, but shall withhold the disputed amount until the matter is resolved.

4. Independent Contractor. Neither the Yuba County nor any of its employees or officers shall have any control over the manner, mode or means by which Consultant or its agents, employees or sub-consultants, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of Yuba County and shall remain at all times as to Yuba County a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Yuba County or its officers. Consultant is an independent contractor and has no power, and will not represent that he has any power, to bind Yuba County or to assume or to create any obligation or responsibility, expressed or implied, on behalf of Yuba County. Likewise, Yuba County has no power, and will not represent that it has any power, to bind Consultant or to assume or to create any obligation or responsibility, expressed or implied, on behalf of Consultant. This Agreement shall not be construed as constituting Yuba County and Consultant as partners or in joint venture, or to create any other form of legal association, which would impose liability upon one party for the act or failure to act of the other. Consultant is free to pursue and accept other business opportunities so long as Consultant's business ventures do not conflict with the provisions of this Agreement.
5. Confidentiality. The Consultant, for itself and its employees, agents, sub-consultants, and personnel, acknowledges, confirms and agrees that any and all information learned in the course of their performance of consulting services hereunder (including, without limitation, as a result of observations, conversations, discussions, correspondence, business records, and/or proprietary records) or received from or related to Yuba County, the Yuba County's affiliated entities, Yuba County's officers, agents, employees, directors, or agents, and/or the Yuba County's business operations (including, without limitation, the identity of the persons with whom Yuba County conducts business, Yuba County's projects and contemplated projects, Yuba County's business methods, Yuba County's assets and financial affairs, and Yuba County's procedures and practices) shall be considered confidential, shall not be used or divulged and shall be held in the strictest confidence, unless and until Yuba County specifically consents in writing to the disclosure of any such information. Such information remains at all times the property of the Yuba County. Intellectual property (including such things as all ideas, concepts, inventions, plans, developments, software, data, configurations, materials (whether written or machine-readable), designs, drawings, illustrations, and photographs, that may be protectable, in whole or in part, under any patent, copyright, trademark, trade secret, or other intellectual property law), developed, created, conceived, made, or reduced to practice during the performance of consulting services for Yuba County, shall be the sole and exclusive property of Yuba County, and Consultant hereby assigns all rights, title, and interest in any such intellectual property to Yuba County. Consultant further acknowledges, confirms and agrees that a violation of any of the provisions of this paragraph 5 would irreparably harm Yuba County, and accordingly Yuba County or any of its affiliated entities shall be entitled to, in addition to other remedies available to it, an injunction to be issued by any court of competent jurisdiction restraining Consultant, its employees, agents, sub-consultants, and/or personnel from committing or continuing any such violation, without the need to prove the inadequacy of money damages or post any

bond or for any other undertaking. This paragraph 5 shall specifically survive the termination of this Agreement.

6. Conflict of Interest. Consultant shall not have any business or financial interest outside Yuba County which in any way conflicts with the interests of Yuba County or places Consultant in a position where it can use the association with Yuba County for direct or indirect gain to the possible detriment or embarrassment of Yuba County. A conflict of interest may arise in a wide variety of circumstances and may be direct or indirect. A conflict of interest arises whenever the Consultant's outside interests might affect or might reasonably be thought by others to affect the Consultant's judgment or conduct in matters which involve Yuba County. Consultant agrees not to engage in such activity.
7. Entire Agreement. This Agreement contains the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. Any amendments or modifications hereto must be in a writing signed by both parties.
8. Choice of Law; Venue. This Agreement shall be governed in all respects by the laws of the State of California. The parties hereto consent to the jurisdiction and venue of an appropriate court located in Orange County, State of California.
9. Waiver. No waiver of any default hereunder shall be construed as a waiver of any subsequent breach.
10. Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms and provisions of this Agreement or in connection with the performance of the services hereunder, the prevailing party in such action shall be entitled to have and to recover from the other party its actual attorneys' fees, expert witness fees, arbitrator's fees, statutory costs, court costs and other expenses in connection with such action or proceeding.
11. Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective, if it materially changes the economic benefit of this Agreement to any party.

IN WITNESS WHEREOF, the parties have hereunto executed this Consulting Agreement as of the day and year first above written.

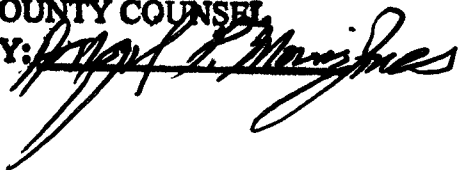
Yuba County, Office of the County Administrator

**APPROVED AS TO FORM**

**ANGIL P. MORRIS-JONES**

**COUNTY COUNSEL**

**BY:**

A handwritten signature in black ink, appearing to read "Mitchell M. Rosenberg", written over a horizontal line.

\_\_\_\_\_  
Robert Bendorf, County Administrator

"Consultant"

\_\_\_\_\_  
Mitchell M. Rosenberg, Ph.D.  
M.M. Rosenberg & Associates



**M.M. ROSENBERG & ASSOCIATES**  
***Consultants in Organizational Effectiveness***

**I. Proposed Services for Yuba County-2010**

- a. Continue to support the development and facilitation of the Leadership Development Series for Department and Assistant Department Heads
- b. Customized Development plans for Leadership team (Department Heads and Sr. Leaders).
- c. Organizational Development strategies for the County through planning and Executive Coaching with the County Administrator.
- d. Continue the development and implementation of a complete marketing/branding strategy for the County Strategic Plan.
- e. Support the restructuring / organizational development of key County Departments going through leadership transition.
- f. Facilitate various meetings and strategy sessions
- g. Board of Supervisors-board development.
- h. Retention strategies for key County Department heads.

**M.M. ROSENBERG & ASSOCIATES**  
**Consultants in Organizational Effectiveness**

**Term Sheet**  
**M.M. Rosenberg and Associates**  
**And**  
**Yuba County Administrators Office**

The following terms will represent the key elements of a consulting agreement between Mitchell Rosenberg, PhD of M.M. Rosenberg and Associates and Robert Bendorf, County Administrator of Yuba County.

1. **Start Date:** January 12, 2010
2. **Length of Engagement:** One Year
3. **Termination Clause:** The one year agreement can be terminated at any time for any reason with no notice required.
4. **Consulting Fee:** \$3,750.00 per month. Two days a month (with a minimum of one day on-site) and unlimited monthly access for phone or email consultation or coaching.
5. **Non-refundable retainer:** \$25,000.00. This retainer fee has been waived based on existing professional relationship.
6. **Materials and Expenses:** Reimbursed at actual cost.

# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT

**Suzanne Nobles, Director**

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



008-11

**Joseph W. Cassady, D.O.,  
Health Officer**  
Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

**FROM:** *Suzanne Nobles*  
Suzanne Nobles, Director  
Marvin King, Yuba County Veteran Services Officer

**DATE:** January 11, 2011

**SUBJECT:** Fiscal Year (FY) 2010/2011 California Department of Veteran Affairs (CDVA) Subvention and Medi-Cal Certificate of Compliance

**RECOMMENDATION:** Board of Supervisors approval of California Department of Veteran Affairs (CDVA) Subvention and Medi-Cal Certificate of Compliance for FY 2010/2011 is recommended.

**BACKGROUND:** Per Military and Veteran Code Section 972, all California County Boards of Supervisors are required to certify that their respective county is in compliance with state code. In completing the attached certificate, Yuba County will be eligible to receive CDVA funding for the County Veteran Services Office. A renewal of this certificate is required on an annual basis.

**DISCUSSION:** State funding is a major revenue source for the Yuba-Sutter County Veteran Services Office. By completing the attached Certificates, the Board of Supervisors will ensure that Yuba County is eligible for available state funding. In validating and signing these certificates, this funding will be secured and vital public service will continue. The services provided by the Veteran Services Office are critical in obtaining benefits for all county Veterans and their families.

**COMMITTEE:** The Human Services Committee recommended approval on January 4, 2011.

**FISCAL IMPACT:** Failure to complete the certificates for FY 2010/2011 would reduce the Yuba-Sutter County Veteran Services Office funding by approximately \$84,681, and would require an increase in expenditure of Yuba and Sutter Counties General Funds or a reduction in office staff/services.



**CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS****SUBVENTION CERTIFICATE OF COMPLIANCE****FISCAL YEAR 2010/2011****YUBA COUNTY****COUNTY SUBVENTION PROGRAM**Charge:

Contribution to counties toward compensation and expenses of their County Veterans Service Office according to Military and Veterans Code Sections 972, and 972.1, a State General Funds Expenditure, and 972.2, a Special Fund Expenditure.

County Certification:

I certify that Yuba County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5.

I further certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I also agree that this county, through the County Veterans Service Office, will maintain annual records for audit. These records will be maintained until the final allocation of funds for the subject fiscal year is issued by the CDVA. We will also submit reports in accordance with the procedures and timelines established by CDVA. The County Veterans Service Officer will permit CDVA representatives to inspect all facilities and records.

I further authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

\_\_\_\_\_  
Mary Jane Griego, Chairperson  
Yuba County Board of Supervisors

\_\_\_\_\_  
Date

**CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS****MEDI-CAL CERTIFICATE OF COMPLIANCE****FISCAL YEAR 2010/2011****YUBA COUNTY****MEDI-CAL COST AVOIDANCE PROGRAM**

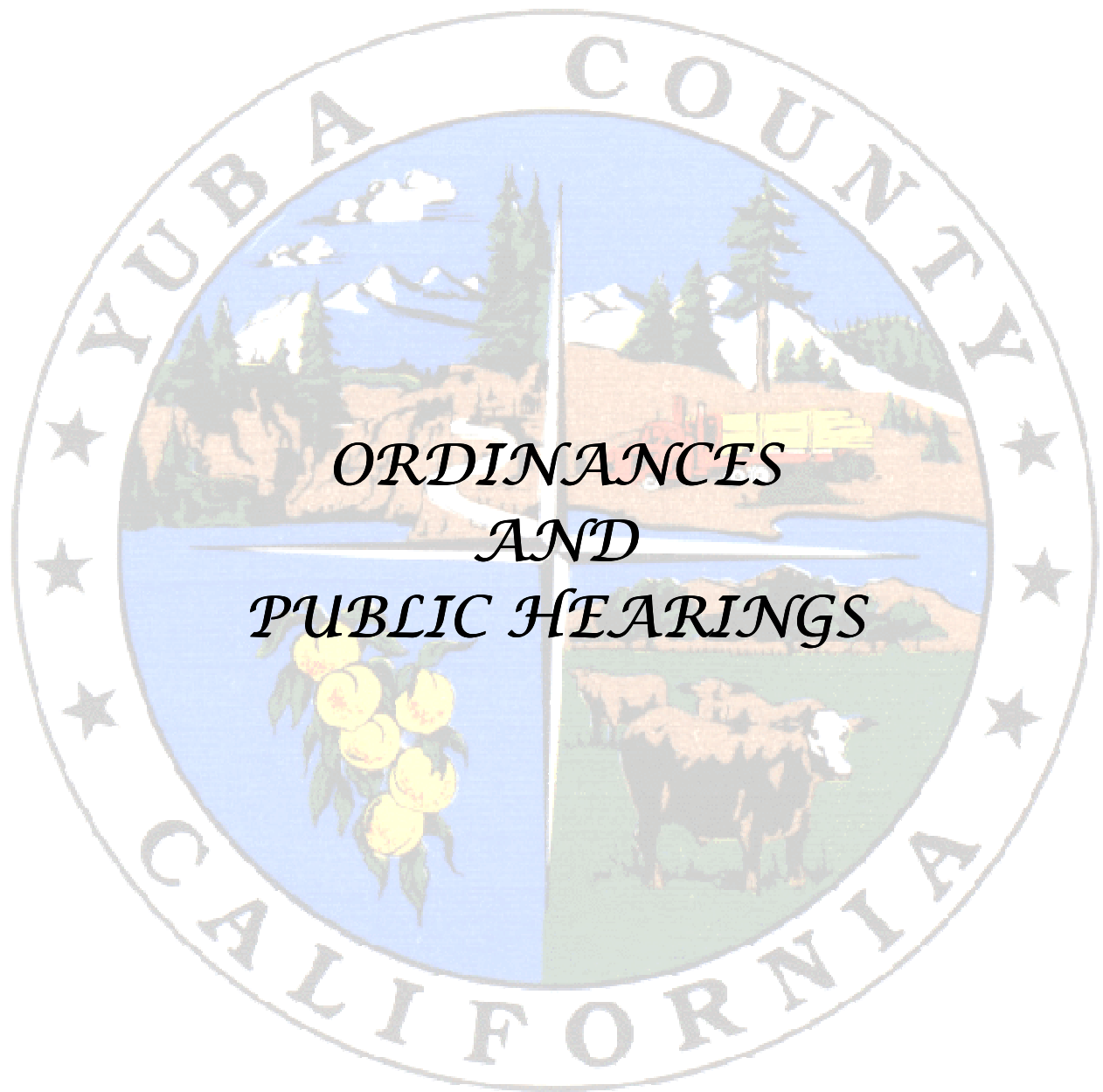
I certify that Yuba County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-Cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5.

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CDVA under this agreement will reasonably benefit the Department of Health Services (DHS) or realize cost avoidance to the Medi-Cal program. All County Eligibility Workers who generate a Form CW-5 (Veterans Benefits Referral) will be instructed to indicate the applicant's Welfare Aid Code on the face of the form.
2. All monies received under this agreement will be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to the CDVA from the DHS.
4. The CVSO is responsible for administering this program according to the California Code of Regulations, Title 12, Subchapter 4.

\_\_\_\_\_  
Mary Jane Griego, Chairperson  
Yuba County Board of Supervisors

\_\_\_\_\_  
Date



*ORDINANCES  
AND  
PUBLIC HEARINGS*





# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone – (530) 749-5430 • Fax – (530) 749-5424  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
www.co.yuba.ca.us



026-11

**BUILDING**

749-5440 • Fax 749-5616

**CODE ENFORCEMENT**

749-5455 • Fax 749-5424

**ENVIRONMENTAL HEALTH • CUPA**

749-5450 • Fax 749-5454

**HOUSING & COMMUNITY SERVICES**

749-5460 • Fax 749-5464

**PLANNING**

749-5470 • Fax 749-5434

**PUBLIC WORKS • SURVEYOR**

749-5420 • Fax 749-5424

**To:** Yuba County Board of Supervisors

**From:** Kevin Mallen, CDSA Director

A handwritten signature in black ink, appearing to be "KM", is written over the "From:" line.

**Date:** January 11, 2011

**Subject:** Repeal Ordinance 1413 (DAA 2010-0001) and Adopt Resolution  
Releasing Certain Parcels from the RHCS D Pre-Annexation Agreement

**Recommendation:**

- Adopt the attached Ordinance repealing Ordinance 1413. Ordinance 1413 enacted the Development Agreement for the Yuba Highlands project.
- Adopt the attached Resolution, whereby the Board of Supervisors acting on behalf of the River Highlands Community Services District (RHCS D) releases APNs 019-130-035, 019-130-036, 019-140-030, and 019-040-018 from the RHCS D Pre-Annexation Agreement in exchange for the property owners fully paying the outstanding debt applicable to each APN on bonds issued by RHCS D.

**Background:**

On April 13, 2001 the River Highlands Community Services District (RHCS D) recorded a Pre-Annexation Agreement on several parcels within the River Highlands Community Plan that were in need of sewer, water, park, and road services associated with a specific plan by the name of Yuba Highlands that was being processed by Yuba County at the time.

On July 10, 2007 the Yuba County Board of Supervisors took action to adopt Ordinance 1413 in conjunction with the approval of a development project commonly referred to as Yuba Highlands. Subsequent to the Board's action to approve the project, the approval of the project was placed on the ballot in Yuba County on February 5, 2008. The voters of Yuba County overwhelmingly disapproved of the project.

On October 1, 2009 the RHCS D approved the "First Amendment to Cooperative Service Agreement Between the County of Yuba and River Highlands Community Services District" in order to facilitate further operation of the District's facilities and obligations. Since that time the RHCS D has been administered by County staff, primarily within CDSA. RHCS D currently has no Board members or staff working for the District.

On August 10, 2010 the County released the draft update of the General Plan. Contained within the Plan is Policy CD 3.8, which states, "The County will encourage fee title acquisition,

conservation easements, acquisition and leaseback, management agreements, transfer of development rights, and other mechanisms designed to address compatibility with ongoing operations at Beale AFB". This policy was developed to compliment the recommendations of the Beale Joint Land Use Study.

**Discussion:**

The County was recently approached by the Trust for Public Land (TPL), who is working with the property owners of the former Yuba Highlands project, the California Department of Fish & Game, and Beale Air Force Base on a conservation easement that will eventually be placed on roughly 2,500 acres of land that borders Beale Air Force Base on its northern border and Spenceville Wildlife Area on its western border. TPL has secured funding to acquire a conservation easement on approximately 1/3 (roughly 850 acres) of the desired area and plans to secure funding for the remaining land over the next few years.

Due to the funding requirements for the conservation easement, the land must be free from all current and future development. Nearly all of the land desired to have a conservation easement placed on it was associated with the former Yuba Highlands project, and as such has several development related items that need to be cleared up.

One is that a Development Agreement was recorded on all parcels of land associated with the Yuba Highlands project. By the Board taking action to repeal the Development Agreement, this item will be resolved.

The other two items that need resolve for the conservation easement are related to one another. The parcels of land associated with the Yuba Highlands project were also to be annexed into the RHCSO and as part of this process bonds were issued by RHCSO to fund development of the Yuba Highlands project and related infrastructure and memorialized in a Pre-Annexation Agreement. With the property owners agreeing pay off the outstanding bond debt on a parcel, the County by adoption of the attached resolution will be acting on behalf of RHCSO to authorize those parcels be released from the Pre-Annexation Agreement. Due to the funding for the bond payoff coming from the conservation easement funds, the Pre-Annexation release and bond payoff will be handled in escrow concurrent with the recordation of the conservation easement.

**Committee Action:**

Due to time constraints relating to the funding of the conservation easement, this item is being presented directly to the full Board for consideration.

**Fiscal Impact:**

For the County, no additional revenues will be forth coming as a result of this action. For the RHCSO, the parcels paying off the debt associated with the bonds will help move the District closer to resolving their outstanding financial issues.

**Attachments:**

- Ordinance Repealing Ordinance 1413
- Resolution Authorizing the County to Act on behalf of RHCSO

Ordinance 1413/Yuba Highlands DA on file with Clerk of the Board

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

**A RESOLUTION OF THE BOARD OF SUPERVISORS ) RESOLUTION NO. \_\_\_\_\_**  
**ACTING ON BEHALF OF THE RIVER HIGHLANDS )**  
**COMMUNITY SERVICES DISTRICT AUTHORIZING )**  
**RELEASE OF THE RIVER HIGHLANDS COMMUNITY )**  
**SERVICES DISTRICT PRE-ANNEXATION AGREEMENT )**  
**FOR APNS 019-130-035, 019-130-036, 019-140-030, AND )**  
**019-040-018 IN EXCHANGE FOR FULL PAYMENT OF )**  
**THE 1991-B, SERIES A & B BONDS. )**

**WHEREAS**, the River Highlands Community Services District was formed by the Yuba County Local Agency Formation Commission in order to provide sewer, water, park, and road services for the future developing areas within the River Highlands Community Plan; and

**WHEREAS**, the River Highlands Community Services District on April 13, 2001, recorded a Pre-Annexation Agreement on several parcels within the River Highlands Community Plan that were in need of sewer, water, park, and road services associated with a specific plan by the name of Yuba Highlands that was being processed by Yuba County at the time; and

**WHEREAS**, the Pre-Annexation Agreement, in part, established the basis for past and future use of the 1991-B Improvement District Phase 1C Series A & B Bonds proceeds, as well as an agreement from the property owners relative to future taxes and assessments from the River Highlands Community Services District upon annexation; and

**WHEREAS**, the voters of Yuba County on February 5, 2008 voted to reject the specific plan that would have allowed development of the parcels subject to the Pre-Annexation Agreement; and

**WHEREAS**, the River Highlands Community Services District on October 1, 2009, approved the "First Amendment to Cooperative Service Agreement Between the County of Yuba and River Highlands Community Services District" in order to facilitate further operation of the District's facilities and obligations; and

**WHEREAS**, one of the River Highland Community Services District's obligations that the District requested assistance from the County on in the Cooperative Service Agreement, was the administration of the District's bonds; and

**WHEREAS**, the owner of APNs 019-130-035, 019-130-036, 019-140-030, and 019-040-018 as depicted on the attached Exhibit "A" has requested that the River Highlands Community Services District allow full payment of all District bonds associated with these parcels in exchange for terminating the Pre-Annexation Agreement on these parcels as part of a conservation easement being placed on the parcels; and

**WHEREAS**, the County released the draft update of the General Plan on August 10, 2010, and Policy CD 3.8 states, "The County will encourage fee title acquisition, conservation easements, acquisition and leaseback, management agreements, transfer of development rights, and other mechanisms designed to address compatibility with ongoing operations at Beale AFB; and

**WHEREAS**, the parcels requesting release from the Pre-Annexation Agreement border the northern boundary of Beale AFB and are within one or more areas of concern identified in the Beale Joint Land Use Study dated May 2008; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Yuba hereby finds as follows:

1. That APNs 019-130-035, 019-130-036, 019-140-030, and 019-040-018 are within an area identified in both the draft update of the General Plan as well as the adopted Beale Joint Land Use Study as in need of land use restrictions to protect the ongoing operations of Beale Air Force Base and the proposed conservation easement is consistent with this need.
2. That in accordance with the Cooperative Services Agreement between the River Highlands Community Services District and Yuba County, the County would be acting in the best interest of the District to reduce financial liabilities by accepting full payment of all District bonds associated with APNs 019-130-035, 019-130-036, 019-140-030, and 019-040-018.
3. That contingent upon full bond payment per parcel, the County acting on behalf of the River Highlands Community Services District shall, in accordance with Section 15 of the Pre-Annexation Agreement, record a notice of expiration of the Agreement.
4. That pursuant to the Cooperative Services Agreement and this resolution, the County Administrator or the Director of Community Development shall have authority to execute any necessary documents associated with termination of the Pre-Annexation Agreement and acceptance of bond payoffs.

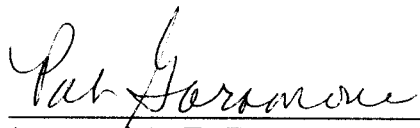
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**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by the Board of Supervisors of the County of Yuba, by the following votes.

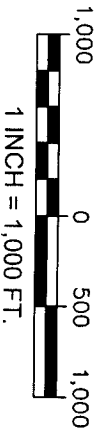
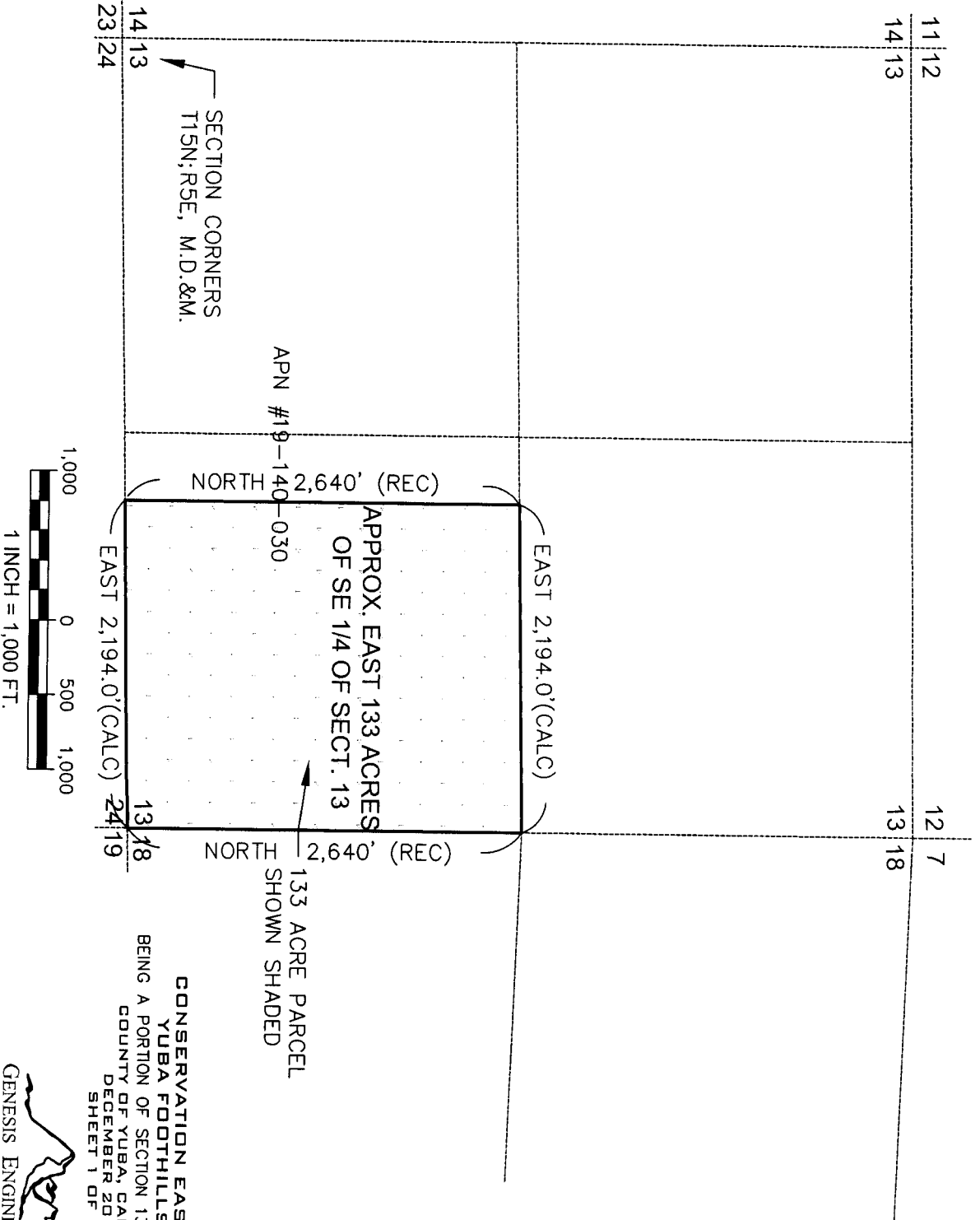
**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

By: \_\_\_\_\_  
Roger Abe, Chair  
Yuba County Board of Supervisors

By: \_\_\_\_\_  
ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

By:  \_\_\_\_\_  
Approved As To Form:  
Angil Morris-Jones, County Counsel

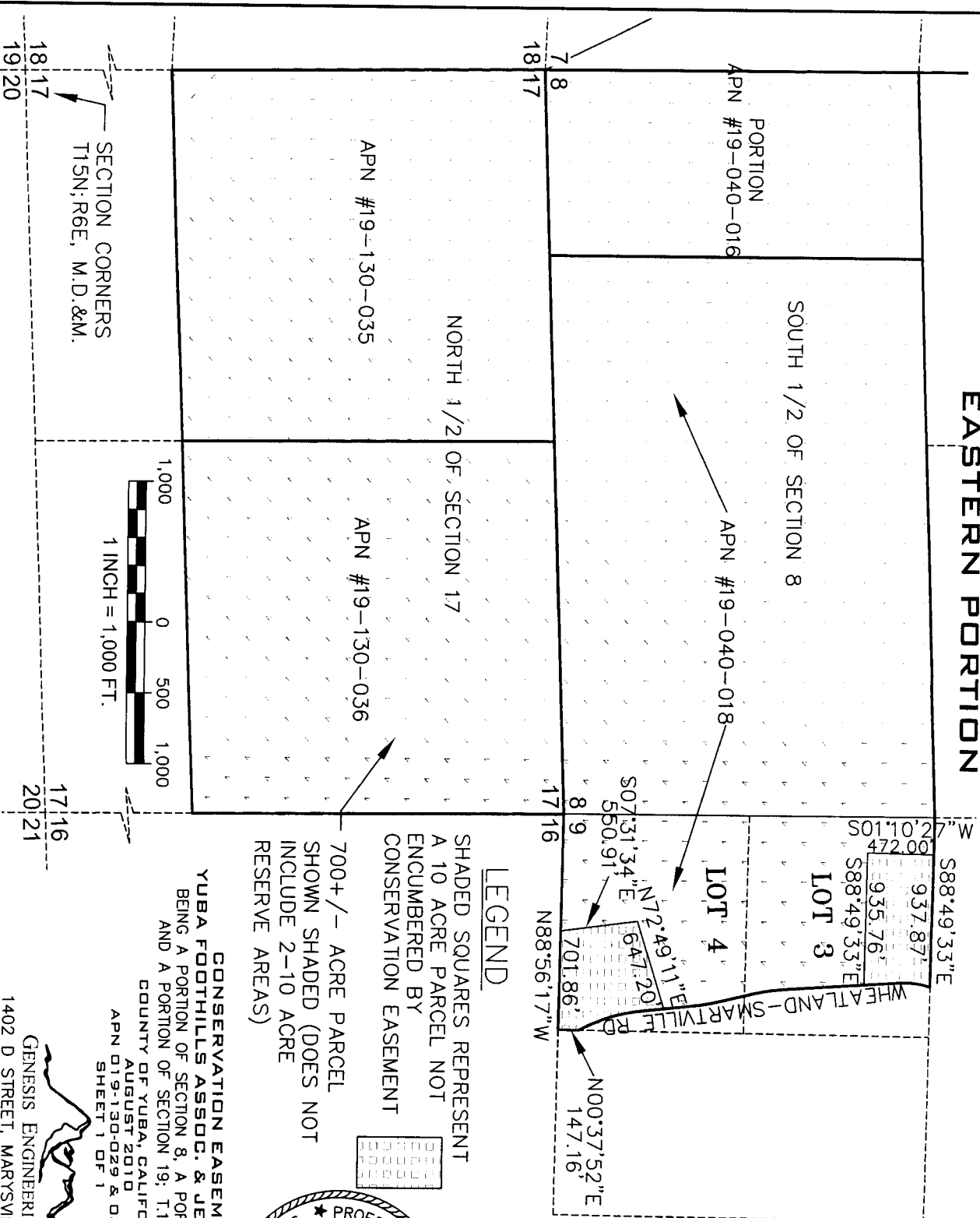
# **EXHIBIT A** **YUBA HIGHLANDS CONSERVATION EASEMENT** **WESTERN PORTION**



CONSERVATION EASEMENT FOR:  
 YUBA FOOTHILLS ASSOC.  
 BEING A PORTION OF SECTION 13, T.15N., R.5E., M.D.M.  
 COUNTY OF YUBA, CALIFORNIA  
 DECEMBER 2010  
 SHEET 1 OF 1

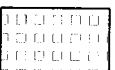
GENESIS ENGINEERING  
 1402 D STREET, MARYSVILLE, CA 95901

# **EXHIBIT A** **YUBA HIGHLANDS CONSERVATION EASEMENT** **EASTERN PORTION**



## **LEGEND**

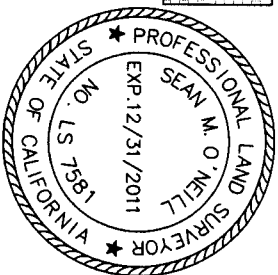
SHADED SQUARES REPRESENT  
 A 10 ACRE PARCEL NOT  
 ENCUMBERED BY  
 CONSERVATION EASEMENT



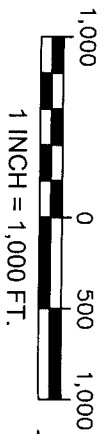
700+/- ACRE PARCEL  
 SHOWN SHADED (DOES NOT  
 INCLUDE 2-10 ACRE  
 RESERVE AREAS)

CONSERVATION EASEMENT FOR:  
 YUBA FOOTHILLS ASSOC. & JETER FAM. TRUST  
 BEING A PORTION OF SECTION 8, A PORTION OF SECTION 17,  
 AND A PORTION OF SECTION 19; T.15N., R.6E., M.D.M.  
 COUNTY OF YUBA, CALIFORNIA

APN 019-130-029 & 032  
 AUGUST 2010  
 SHEET 1 OF 1



GENESIS ENGINEERING  
 1402 D STREET, MARYSVILLE, CA



SECTION CORNERS  
 T15N; R6E, M.D.&M.

18 17  
 19 20

17 16  
 20 21

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE REPEALING ORDINANCE NO. 1413  
WHICH THEREBY TERMINATES THE DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE COUNTY OF YUBA AND  
YUBA FOOTHILLS ASSOCIATES, LLC RELATIVE TO THE DEVELOPMENT  
KNOWN AS YUBA HIGHLANDS**

The following ordinance consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on the \_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote:

AYES:

NOES:

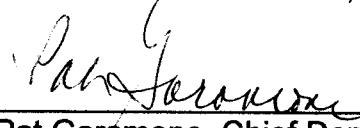
ABSENT:

\_\_\_\_\_  
Chair of the Board of Supervisors  
County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

By: \_\_\_\_\_

APPROVED AS TO FORM  
ANGIL MORRIS-JONES, COUNTY COUNSEL

  
\_\_\_\_\_  
Pat Garamone, Chief Deputy



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

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

**Section 2.** Ordinance No. 1413 is hereby repealed in its entirety, which thereby results in the termination of The Development Agreement By and Between The County of Yuba and Yuba Foothills Associates, LLC Relative To The Development Known As Yuba Highlands.

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



# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
www.co.yuba.ca.us



**BUILDING**  
749-5440 • Fax 749-5616

**CODE ENFORCEMENT**  
749-5455 • Fax 749-5464

**ENVIRONMENTAL HEALTH • CUPA**  
749-5450 • Fax 749-5454

**HOUSING AND COMMUNITY SERVICES**  
749-5460 • Fax 749-5464

**PLANNING**  
749-5470 • Fax 749-5434

**PUBLIC WORKS • SURVEYOR**  
749-5420 • Fax 749-5424

**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

**DATE:** January 11, 2011

**TO:** Board of Supervisors

**FROM:** Community Development & Services Agency, Code Enforcement Division  
Jeremy Strang, Division Manager  
John Rohrbach, Code Enforcement Officer JR

**SUBJECT:** Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 1542 Cress Way, Olivehurst, CA and to Authorize Recording an Abatement Lien.

**RECOMMENDATION:** Confirm the attached Cost Accounting and adopt Findings of Fact, Conclusions of Law and Orders authorizing the assessment of administrative and abatement costs and penalties and the recording of a lien regarding the subject address.

**BACKGROUND:** On October 1, 2010, property owner Bank of America NA was served with a Notice and Order to Abate Public Nuisance ordering it to correct or remove code violations consisting of overgrown weeds and vegetation; the maintenance of a rat harborage; and the accumulation and storage of junk, trash, garbage and debris.

Bank of America NA did not request a hearing to show cause why the use of its property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. Nor did it correct or remove the violations as ordered, the result being that Code Enforcement personnel oversaw the abatement of the violations on October 28, 2010. The demand for payment sent to Bank of America NA remains unpaid, the total due now being \$5,936.50. Please refer to Attachment A for the Cost Accounting.

Bank of America NA has been given written notice of this Accounting Hearing, a copy of which is attached hereto marked as Attachment B.

**DISCUSSION:** This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

**COMMITTEE ACTION:** None required.

**FISCAL IMPACT:** Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.

HEARING TO ASSESS PROPERTY AND RECORD  
NOTICE OF ABATEMENT LIEN  
BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

COUNTY OF YUBA,	)	CASE NO.	CE10-0332
	)		
Plaintiff,	)	RE:	1542 Cress Way
	)		Olivehurst, CA
vs.	)		
	)	APN:	021-450-011
Bank of America NA	)		
	)		
	)		
Defendant.	)		

FINDINGS OF FACT  
CONCLUSIONS OF LAW  
ORDERS OF THE BOARD OF SUPERVISORS

FINDINGS OF FACT

1. Assessor's Parcel # 021-450-011 is located at 1542 Cress Way, Olivehurst, CA 95961, and is owned by Bank of America NA.
2. On October 1, 2010, property owner Bank of America NA was served with a Notice and Order to Abate Public Nuisance ordering it to correct or remove code violations consisting of overgrown weeds and vegetation; the maintenance of a rat harborage; and the accumulation and storage of junk, trash, garbage and debris.
3. Bank of America NA did not request a hearing to show cause why the use of its property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code. Nor did it abate the violations as ordered.
4. On October 28, 2010, the property was abated by the Code Enforcement Division for the County of Yuba pursuant to the Notice and Order to Abate Public Nuisance.
5. The property owner Bank of America NA was served with written notice of this hearing.
6. A Hearing was held on January 11, 2011 to assess the costs of abating the public nuisances and to determine if the administrative and abatement costs and penalties should be made a lien on said property.

(a) A one-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) was submitted at the Hearing by Jeremy Strang, Code Enforcement Division Manager.

(b) The owner, Bank of America NA was ( ) was not ( ) present.

7. The administrative and abatement costs and penalties incurred totaled: \$5,936.50.

### CONCLUSIONS OF LAW

1. Bank of America NA was properly notified to appear before the Board of Supervisors on January 11, 2011 at 9:30 am to show cause, if any, why the administrative and abatement costs and penalties for the property located at 1542 Cress Way, Olivehurst, CA, APN 021-450-011, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
2. Administrative and abatement costs and penalties regarding APN 021-450-011 were properly incurred in the amount of \$5,936.50 and the property and its owner bear the costs of same.

### ORDERS

1. It is hereby found and ordered that the administrative and abatement costs and penalties to date incurred by the County of Yuba in the amount of \$5,936.50 shall be an assessment against the property located at 1542 Cress Way, Olivehurst, CA, APN 021-450-011.
2. It is hereby found and ordered that administrative and abatement costs and penalties shall be assessed against the property as provided by Government Code Section 25845 (d) and that a Notice of Abatement Lien of administrative and abatement costs and penalties shall be recorded as authorized by Government Code Section 25845(e).
3. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.

4. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
5. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90<sup>th</sup> day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30<sup>th</sup> day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 11th day of January 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Chairperson of the County of Yuba  
State of California

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

---

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel

  
\_\_\_\_\_

# **YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING**

Date: January 11, 2011

Case #: CE10-0332

APN: 021-450-011

Owner: Bank of America NA

Situs: 1542 Cress Way, Olivehurst CA 95961

Date	Reason for Charge	Hours	Total
04-OCT-10	Phone Consultation with Complainant	.25	\$ 26.25
19-Oct-10	Reinspection	.50	52.50
26-Oct-10	Conference with Code Enforcement Manager	.50	52.50
26-Oct-10	Phone Consultation with Abatement Contractor	.25	26.25
27-Oct-10	Prepared & Recorded Notice of Non Compliance	.50	52.50
28-Oct-10	Conducted Abatement	4.00	420.00
11-Jan-11	Prepare Hearing Documents and Presentation	4.00	420.00
11-Jan-11	Prepare Notice of Compliance	.50	52.50
11-Jan-11	Prepare Release of Abatement Lien	.50	52.50
	<b>Total Staff Hours Billed at \$105.00 per Hour</b>	<b>11.00</b>	<b>\$ 1,155.00</b>
01-Oct-10	Unpaid Billing Statement # 404		997.50
28-Oct-10	Reimbursement of Contractor's Fee (GW Demolition)		2,800.00
28-Oct-10	Administrative Penalties @ \$80.00 Per Day		960.00
	(October 17, 2010 thru October 28, 2010)		
11-Jan-11	Recording Fee, Two Documents		24.00
		<b>Total</b>	<b>\$5,936.50</b>



# *The County Of Yuba*

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



915 8<sup>th</sup> Street, Suite 123, Marysville, California 95901

Bank of America NA  
475 Crosspointe Parkway  
Getzville NY 14068-1609

### **NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN**

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8<sup>th</sup> Street, Marysville, California, in the Board of Supervisors Chambers, on January 11, 2011, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and abatement costs and penalties for the property located at 1542 Cress Way, Olivehurst CA, APN 021-450-011, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

Dated: December 22, 2010

Certified Mail # 7003 0500 0005 1306 2077

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE  
COUNTY OF YUBA

BY: John Rohrbach  
John Rohrbach

Attachment B







# *The County of Yuba*

OFFICE OF TREASURER AND TAX COLLECTOR

**DAN M. MIERZWA**  
TREASURER & TAX COLLECTOR



GOVERNMENT CENTER  
915 8th STREET, STE. 103  
YUBA, CA 95901-5273

028-11

TELEPHONE (530) 749-7840  
FAX (530) 749-7844

12/29/2010

TO: Board of Supervisors

FROM: Dan M. Mierzwa, Treasurer & Tax Collector

RE: Application for Dance Permit for Kimerli Rempp dba The Branding Iron / MAD K Country LLC.

RECOMMENDATION:

Approve the attached application for a Dance Permit requested by Kimerli Rempp dba The Branding Iron / MAD K Country LLC.

BACKGROUND:

Kimerli Rempp has applied for a Dance Permit with this department. Approvals have been received from all of the appropriate reviewing departments. (See attached) Therefore we are presenting this dance permit for the Board's required approval and signature as the final step for issuing said dance permit.

A letter has been sent to the applicant recommending that they be present during the board meeting of 1/11/2011 for any questions or concerns that the board members may have.

APPLICATION FOR DANCE PERMIT  
AND PERMIT

Renewal

1. NAME: Demetri J. Kempf DBA The Branding Iron
2. ADDRESS: 5861 Feather River Blvd Oshkosh, CA 95961
3. If applicant is an association or corporation, give name and address of authorized representative;  
NAME: Demetri J. Kempf Mad K. Country, LLC  
ADDRESS: [REDACTED]
4. Date or period of time for which the permit is desired: 12/9/10 - 12/9/11
5. Exact location of the premises: 5861 Feather River Blvd Oshkosh, CA 95961
6. Is the applicant the owner of the premises: yes

If not, does applicant have a lease covering the full permit period, for the premises? \_\_\_\_\_

Give date lease expires: \_\_\_\_\_

If applicant is not the owner of the premises, give name of the owner and address:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Has there been a suspension, denial, cancellation or revocation of a permit to applicant or to any agent of applicant or to any person interested in said permit by the Board of Supervisors of Yuba County? NO

7. Has a permit for the premises been suspended, cancelled, or revoked? NO

I declare under penalty of perjury that the statements contained in the application are true and correct to the best of my knowledge, information, and belief.

Demetri J. Kempf  
(Signature)

FILING FEE \$ 200.00

DATE 18 NOV 2010

Received by Tax Collector

##### Dan M. Mierzwa

By [Signature] Deputy

PERMIT

Permit granted subject to the following conditions:

1. This permit automatically expires upon \_\_\_\_\_ unless sooner suspended, cancelled, or revoked.
2. Compensation in any form to any participant in the dancing is prohibited.
3. Immoral or improper conduct at any public dance is prohibited.
4. This permit and the conditions attached therein shall be posted in a conspicuous place and dancing shall not be conducted in the premises for which this permit has been issued while this permit is not so posted.
5. Violation of any provision of Ordinance #381 or any condition contained in this permit shall be cause for revocation, cancellation, or suspension of the permit.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board of Supervisors

Sheriff's Dept. 12/2/10 Building Dept. 12/4/10  
Planning Dept. 11/18/10 P.M. Board of Supervisors 1/11/11

# Memorandum



**Sheriff Steven L. Durfor**

**Date: November 30, 2010**  
**To: Treasurer / Tax Collector's Office**  
**From: Captain Ron Johnson, Sheriff's Department**  
**Subject: Public Dance Permit Applicant - Kimerli Rempp**

On November 18<sup>th</sup>, Kimerli Rempp, on behalf of the business known as The Branding Iron, submitted an application with the Sheriff's Department seeking a Public Dance Permit. We have completed a limited background investigation as required by County Ordinance and we did not discover anything that would preclude the issuance of this permit. Therefore, the Sheriff's Department has no objections to this permit being issued so long as the applicant adheres to all County regulations related to Public Dance Permits.

Y  
TR  
TAX COLLECTOR

2010 DEC 2 AM 11 53



# *County of Yuba*

## Community Development & Services Agency

915 8<sup>th</sup> Street, Suite 123, Marysville, CA 95901

### Planning Department

Phone: (530) 749-5470

Fax: (530) 749-5434

Web: [http:// www.co.yuba.ca.us](http://www.co.yuba.ca.us)

November 18, 2010

**TO:** Treasurer/Tax Collector

**FROM:** Tony Gon, Community Development Specialist

**RE:** Dance Permit Application

The Planning Department of the Community Development & Services Agency has reviewed the application of the Branding Iron at 5861 Feather River Boulevard, Marysville, CA 95901 and has no objections to the dance permit.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Gon".

Anthony Gon  
Community Development Specialist  
County of Yuba

APPLICATION FOR DANCE PERMIT

AND PERMIT

1. NAME: Domini J. Kemp DBA The Branding Iron
2. ADDRESS: 5861 Feather River Blvd Olney, CA 95961
3. If applicant is an association or corporation, give name and address of authorized representative;  
 NAME: Domini J. Kemp Mad K. Country LLC  
 ADDRESS: [REDACTED]
4. Date or period of time for which the permit is desired: 12/9/10 - 12/9/11
5. Exact location of the premises: 5861 Feather River Blvd Olney, CA 95961
6. Is the applicant the owner of the premises: yes  
 If not, does applicant have a lease covering the full permit period, for the premises? \_\_\_\_\_  
 Give date lease expires: \_\_\_\_\_  
 If applicant is not the owner of the premises, give name of the owner and address:  
 NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_

Has there been a suspension, denial, cancellation or revocation of a permit to applicant or to any agent of applicant or to any person interested in said permit by the Board of Supervisors of Yuba County? NO

7. Has a permit for the premises been suspended, cancelled, or revoked? NO

I declare under penalty of perjury that the statements contained in the application are true and correct to the best of my knowledge, information, and belief.

**RECEIVED**

NOV 18 2010

FILING FEE \$ 200.00  
 DATE 18 NOV 2010

Community Development &  
 Services Agency

Domini J. Kemp  
 (Signature)

Received by Tax Collector  
 Dan M. Mierzwa

By [Signature] Deputy

P E R M I T

Permit granted subject to the following conditions:

1. This permit automatically expires upon \_\_\_\_\_ unless sooner suspended, cancelled, or revoked.
2. Compensation in any form to any participant in the dancing is prohibited.
3. Immoral or improper conduct at any public dance is prohibited.
4. This permit and the conditions attached therein shall be posted in a conspicuous place and dancing shall not be conducted in the premises for which this permit has been issued while this permit is not so posted.
5. Violation of any provision of Ordinance #381 or any condition contained in this permit shall be cause for revocation, cancellation, or suspension of the permit.

DATED: \_\_\_\_\_

\_\_\_\_\_  
 Chairman of the Board of Supervisors

Domini Kemp

**DANCE PERMIT**  
**INVESTIGATION REPORT**  
**DEPARTMENT OF BUILDING SERVICES**  
County of Yuba  
915 8th Street  
Marysville CA 95901  
Phone 749-5440

APPLICANT Kimberli Rempp APPLICATION NO. \_\_\_\_\_

ADDRESS [REDACTED] NEW ☐ RENEWAL ☒

PHONE [REDACTED]

OWNER Kimberli Rempp INSPECTION DATE 12-10-2010

ADDRESS [REDACTED] PHONE [REDACTED]

BUSINESS NAME "The Branding iron" PARCEL NO. 020135008000

ADDRESS 5861 Feather River blvd ZONE "C"

PHONE 530-749-2510

Pursuant to Section 8.45.080, Chapter 8.45 of the Yuba County Ordinance Code, an investigation of the premises was made.

12/14/10 [Signature]  
Date Building Inspector

12-14-2010 [Signature]  
Date Chief Building Official

BID161

2010 DEC 14 PM 9 00

TAX COLLECTOR  
TREASURER  
CLERK



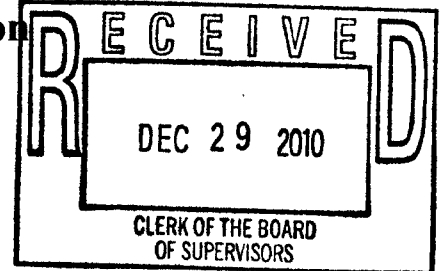
**COMMISSIONERS**  
**Jim Kellogg**, President  
Discovery Bay  
**Richard Rogers**, Vice President  
Montecito  
**Michael Sutton**, Member  
Monterey  
**Daniel W. Richards**, Member  
Upland  
**Jack Baylis**, Member  
Los Angeles

**ARNOLD SCHWARZENEGGER**



**Jon K. Fischer**,  
029-1111 Acting Executive Director  
1416 Ninth Street  
Box 944209  
Sacramento, CA 94244-2090  
(916) 653-4899  
(916) 653-5040 Fax  
fgc@fgc.ca.gov

STATE OF CALIFORNIA  
**Fish and Game Commission**



December 28, 2010

TO ALL AFFECTED AND INTERESTED PARTIES:

On December 16, 2010, the Commission readopted emergency regulations concerning Stewarts Point State Marine Reserve and Stewarts Point State Marine Conservation Area. The Administrative Procedure Act requires that we make this regulation available for public review for at least five working days prior to submitting the regulation to the Office of Administrative Law.

Attached for your review are copies of the notice of emergency regulatory action, the emergency regulatory language in strikeout/underline format, the Statement of Facts Constituting Need for Emergency Action, and the Request for Readoption of Emergency Regulations.

Sincerely,

Sherrie Fonbuena  
Associate Governmental Program Analyst

Attachments

## **TITLE 14. Fish and Game Commission Notice of Emergency Regulatory Action**

**NOTICE IS HEREBY GIVEN** that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 202, 203.1, 205(c), 219, 220, 240, 1590, 1591, 2860, 2861 and 6850 of the Fish and Game Code, and Sections 36725(a) and 36725(e) of the Public Resources Code, and to implement, interpret or make specific sections 200, 202, 203.1, 205(c), 219, 220, 240, 1580, 1583, 2861, 5521, 6653, 8420(e), and 8500 of the Fish and Game Code, and Sections 36700(e), 36710(e), 36725(a) and 36725(e) of the Public Resources Code, proposes to amend Section 632, Title 14, California Code of Regulations (CCR), relating to Stewarts Point State Marine Reserve and Stewarts Point State Marine Conservation Area.

### **Informative Digest/Policy Statement Overview**

#### **A. Laws Related to the Emergency Regulation**

The Marine Life Management Act (MLMA, Stats. 1998, ch. 1052) created a broad programmatic framework for managing fisheries through a variety of conservation measures, including Marine Protected Areas (MPAs). The Marine Life Protection Act (MLPA, Stats. 1999, ch. 1015) established a programmatic framework for designating such MPAs in the form of a statewide network. AB 2800 (Stats. 2000, ch. 385) enacted the Marine Managed Areas Improvement Act (MMAIA), among other things, to standardize the designation of Marine Managed Areas (MMAs), which include MPAs. The overriding goal of these acts is to ensure the conservation, sustainable use, and restoration of California's marine resources. Unlike previous laws, which focused on individual species, the acts focus on maintaining the health of marine ecosystems and biodiversity in order to sustain resources.

The MLPA requires that the Commission adopt a Marine Life Protection Program that, in part, contains an improved marine reserve (now state marine reserve) component [Fish and Game Code (FGC) subsection 2853(c)(1)] and protects the natural diversity of marine life and the structure, function, and integrity of marine ecosystems [FGC subsection 2853(b)(1)]. This protection may help provide sustainable resources as well as enhance functioning ecosystems that provide benefits to both consumptive and non-consumptive user groups. The program may include MPAs with various levels of protection, from no take of any kind to those that allow for specified commercial and recreational activities, provided that these activities are consistent with the objectives of the area and the goals and guidelines of the MLPA.

On August 5, 2009, the Fish and Game Commission adopted regulations to implement MPAs for California's north central coast, defined as state waters between Alder Creek, near Point Arena (Mendocino County) and Pigeon Point (San Mateo County), including the Stewarts Point State Marine Reserve (SMR) in which take of all living marine resources is prohibited. These regulations became effective May 1, 2010.

#### **B. Effect of the Emergency Action**

This amendment of Section 632 will establish the Stewarts Point State Marine Conservation Area (SMCA). The general boundaries of the SMCA will be from the mean high tide line to a line that approximates a distance of 1000 feet offshore, and from the northern boundary of the existing Stewarts Point SMR to just below Rocky Point, approximately four miles south. All

commercial take of living marine resources will be prohibited. The recreational take of marine aquatic plants other than sea palm, marine invertebrates, finfish by hook and line, surf smelt by beach net, and species authorized in Section 28.80 (including surf smelt) by hand-held dip net will be authorized consistent with other applicable law.

The proposed SMCA would leave three miles of coastline in SMR status, which meets the minimum science guidelines for coastal protection of nearshore habitats.

### **C. Policy Statement Overview**

The objective of this emergency regulation is to create the Stewarts Point SMCA and to allow specified recreational take of living marine resources within the SMCA.

The regulations as proposed in strikeout-underline format are attached to this notice. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

### **Section 240 Finding**

Pursuant to the authority vested in the Commission by FGC Section 240, and for the reasons set forth in the attached Statement of Facts Constituting Need for Emergency Action, the Commission expressly finds that the adoption of this regulation is necessary for the immediate preservation of the health and safety and general welfare. The Commission specifically finds that the amendment of this regulation will avoid serious harm to the health and safety and general welfare of the Kashia people by allowing them to take living marine resources for subsistence purposes.

### **Public Comments on Proposed Emergency Regulations**

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

In order to be considered, public comments on proposed emergency regulations must be submitted in writing to the Office of Administrative Law, 300 Capitol Mall, Room 1250, Sacramento, CA 95814; AND to the Fish and Game Commission, 1416 Ninth Street, Room 1320, Sacramento, CA 95814, or via fax to (916) 653-5040 or via e-mail to [fgc@fgc.ca.gov](mailto:fgc@fgc.ca.gov). Comments must identify the emergency topic and may address the finding of emergency, the standards set forth in sections 11346.1 and 11349.1 of the Government Code and Section 240 of the Fish and Game Code. Comments must be received within five calendar days of filing of the emergency regulations. Please refer to OAL's website ([www.oal.ca.gov](http://www.oal.ca.gov)) to determine the date on which the regulations are filed with OAL.

### **Impact of Regulatory Action**

The potential for significant statewide adverse economic impacts that might result from the emergency regulatory action has been assessed, and the following determinations relative to the required statutory categories have been made:

- (a) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:  
None.
- (b) Nondiscretionary Costs/Savings to Local Agencies:  
None.
- (c) Programs Mandated on Local Agencies or School Districts:  
None.
- (d) Costs Imposed on Any Local Agency or School District that is Required to Be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:  
None.
- (e) Effect on Housing Costs:  
None.

### **Effect on Small Business**

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

### **Consideration of Alternatives**

In view of information currently possessed, no reasonable alternative considered would be more effective in carrying out the purposes for which the action is proposed or would be as effective and less burdensome to affected private persons than the proposed action.

FISH AND GAME COMMISSION

Dated: December 28, 2010

Jon K. Fischer  
Acting Executive Director

## Regulatory Language

Section 632, Title 14, CCR, is amended to read:

...

### (11) Stewarts Point State Marine Conservation Area.

(A) This area is bounded by the mean high tide line and straight lines connecting the following points in the order listed:

38° 40.500' N. lat. 123° 25.370' W. long.;

38° 40.500' N. lat. 123° 25.500' W. long.;

38° 37.500' N. lat. 123° 23.500' W. long.;

38° 37.535' N. lat. 123° 23.027' W. long.

(B) Take of all living marine resources is prohibited except the following may be taken recreationally from shore only: marine aquatic plants other than sea palm, marine invertebrates, finfish [as identified in subsection 632(a)(2)] by hook and line, surf smelt by beach net, and species authorized in Section 28.80 of these regulations by hand-held dip net.

### (11)(12) Stewarts Point State Marine Reserve.

(A) This area is bounded by the mean high tide line and straight lines connecting the following points in the order listed except where noted:

38° 40.50' N. lat. 123° 25.37' W. long.;

38° 40.50' N. lat. 123° 30.24' W. long.; thence southward along the three nautical mile offshore boundary to

38° 35.60' N. lat. 123° 26.01' W. long.; and

38° 35.60' N. lat. 123° 20.80' W. long., except that Stewarts Point State Marine Conservation Area as described in subsection 632(b)(11)(A) is excluded.

(B) Take of all living marine resources is prohibited.

### ~~(12)~~(13) Salt Point State Marine Conservation Area.

(A) This area is bounded by the mean high tide line and straight lines connecting the following points in the order listed:

38° 35.60' N. lat. 123° 20.80' W. long.;

38° 35.60' N. lat. 123° 21.00' W. long.;

38° 33.50' N. lat. 123° 21.00' W. long.; and

38° 33.55' N. lat. 123° 18.91' W. long., except that Gerstle Cove as described in subsection ~~632(b)(13)(A)~~ 632(b)(14)(A) is excluded.

(B) Take of all living marine resources is prohibited except the recreational take of abalone and finfish [subsection 632(a)(2)].

...

**Subsections 632(b)(13) through 632(b)(14) are renumbered 632(b)(14) through 632(b)(15).**

...

~~(15)~~(16) Russian River State Marine Conservation Area.

(A) This area is bounded by the mean high tide line, the mouth of the Russian River estuary as defined in subsection ~~632(b)(14)(A)~~632(b)(15)(A), and straight lines connecting the following points in the order listed:

38° 27.38' N. lat. 123° 08.58' W. long.;

38° 26.38' N. lat. 123° 08.58' W. long.;

38° 26.38' N. lat. 123° 07.70' W. long.

(B) Take of all living marine resources is prohibited except:

1. Only the following species may be taken recreationally: Dungeness crab by trap, and surf smelt using hand-held dip net or beach net.

2. Only the following species may be taken commercially: Dungeness crab by trap.

...

*Subsections ~~632(b)(16)~~ through ~~632(b)(28)~~ are renumbered ~~632(b)(17)~~ through ~~632(b)(29)~~.*

...

~~(29)~~(30) North Farallon Islands Special Closure. Special regulations on boating and access apply to the North Farallon Islands as follows.

(A) A special closure is established at the islets comprising the North Farallon Islands.

(B) Except as permitted by federal law or emergency caused by hazardous weather, or as authorized by subsection ~~632(b)(29)(C)~~632(b)(30)(C), no vessel shall be operated or anchored at any time from the mean high tide line to a distance of 1000 feet seaward of the mean lower low tide line of any shoreline of North Farallon Island, or to a distance of 300 feet seaward of the mean lower low tide line of any shoreline of the remaining three southern islets, including the Island of St. James, in the vicinity of 37° 46.00' N. lat. 123° 06.00' W. long.

(C) No person except department employees or employees of the United States Fish and Wildlife Service, National Oceanic and Atmospheric Administration, or United States Coast Guard, in performing their official duties, or unless permission is granted by the department, shall enter the area defined in subsection ~~632(b)(29)(B)~~632(b)(30)(B).

(D) All vessels shall observe a five (5) nautical mile per hour speed limit within 1,000 feet seaward of the mean lower low tide line of any shoreline of the islets defined in subsection ~~632(b)(29)(B)~~ 632(b)(30)(B).

(E) In an area bounded by the mean high tide line and a distance of one nautical mile seaward of the mean lower low tide line of any of the four islets comprising the North Farallon Islands, the following restrictions apply:

1. All commercial diving vessels operating in the defined area shall have their vessel engine exhaust system terminate either through a muffler for dry exhaust systems, or below the vessel waterline for wet exhaust systems.

2. All commercial diving vessels equipped with an open, deck-mounted air compressor system, while operating in the defined area, shall have their air compressor's engine exhaust system terminate below the vessel waterline.

...

*Subsections 632(b)(30) through 632(b)(31) are renumbered 632(b)(31) through 632(b)(32).*

...

~~(32)~~(33) Southeast Farallon Island Special Closure. Special regulations on boating and access apply to the Southeast Farallon Island as follows.

(A) A special closure is established at the Southeast Farallon Island.

(B) Except as permitted by federal law or emergency caused by hazardous weather, or as authorized by subsection 632(b)(32)(C) ~~632(b)(33)(C)~~, no vessel shall be operated or anchored at any time from the mean high tide line to a distance of 300 feet seaward of the mean lower low tide line of any shoreline EXCEPT north of a line at 37° 42.26' N. lat., and inside Fisherman's Bay south of 37° 42.26' N. lat. and north of 37° 42.05' N. lat., and at East Landing, between a line extending due east from 37° 41.83' N. lat. 122° 59.98' W. long. and a line extending from 37° 41.72' N. lat. 123° 00.05' W. long. to 37° 41.68' N. lat. 123° 00.07' W. long. This closure exists year round, except for the southeast side of Saddle (Seal) Rock, between a line extending from 37° 41.76' N. lat. 123° 00.16' W. long. to 37° 41.64' N. lat. 123° 00.16' W. long. and a line extending from 37° 41.60' N. lat. 123° 00.26' W. long. to 37° 41.60' N. lat. 123° 00.32' W. long., which is closed only from December 1 through September 14 of each year.

(C) No person except department employees or employees of the United States Fish and Wildlife Service, National Oceanic and Atmospheric Administration, or United States Coast Guard, in performing their official duties, or unless permission is granted by the department, shall enter the area defined in subsection ~~632(b)(32)(B)~~ 632(b)(33)(B).

(D) All vessels shall observe a five (5) nautical mile per hour speed limit 1,000 feet seaward of the mean lower low tide line of any shoreline of the Southeast Farallon Island.

(E) In an area bounded by the mean high tide line and a distance of one nautical mile seaward of the mean lower low tide line of any of the islands and islets comprising the Southeast Farallon Island, the following restrictions apply:

1. All commercial diving vessels operating in the defined area shall have their vessel engine exhaust system terminate either through a muffler for dry exhaust systems, or below the vessel waterline for wet exhaust systems.
2. All commercial diving vessels equipped with an open, deck-mounted air compressor system, while operating in the defined area, shall have their air compressor's engine exhaust system terminate below the vessel waterline.

...

*Subsections 632(b)(33) through 632(b)(105) are renumbered Subsections 632(b)(34) through 632(b)(106).*

...

~~(106)~~(107) Dana Point State Marine Conservation Area.

(A) This area is bounded by the mean high tide line, a distance of 1200 feet seaward of mean lower low water, and the following points:

33° 27.74' N. lat. 117° 42.95' W. long.;

33° 27.74' N. lat. 117° 43.18' W. long.;  
33° 27.47' N. lat. 117° 42.28' W. long.; and  
33° 27.63' N. lat. 117° 42.45' W. long.

(B) Take of all living marine resources is prohibited except:

1. Only the following species may be taken recreationally below the mean lower low-water mark: lobster, rockfish (family Scorpaenidae), greenling, lingcod, cabezon, yellowtail, mackerel, bluefin tuna, kelp bass, spotted sand bass, barred sand bass, sargo, croaker, queenfish, California corbina, white seabass, opaleye, halfmoon, surfperch (family Embiotocidae), blacksmith, Pacific barracuda, California sheephead, Pacific bonito, California halibut, sole, turbot, and sanddab. Finfish shall be taken only by hook and line or by spearfishing gear.
2. Only spiny lobster may be taken commercially.

(C) Except as expressly provided in this section, it is unlawful to enter the intertidal zone in the Dana Point State Marine Conservation Area for the purpose of taking or possessing, or to take or possess, any species of fish, plant, or invertebrate, or part thereof; to use or have in possession any contrivance designed to be used for catching fish; to disturb any native plant, fish, wildlife, aquatic organism; or to take or disturb any natural geological feature. This subdivision does not prohibit persons from entering the intertidal zone for the purpose of entertainment, recreation, and education while having a minimum impact on the intertidal environment and the living organisms therein. For this purpose, minimum impact includes foot traffic; general observation of organisms in their environment with immediate replacement of any unattached organisms to their natural location after temporary lifting for examination; and photography. Minimum impact does not include removal of attached organisms from their environment; gathering of fishing bait; littering, collecting rocks and shells; or turning rocks or other acts destructive to the environment.

(D) The department director may appoint a director of the Dana Point State Marine Conservation Area.

(E) The director of the Dana Point State Marine Conservation Area may issue a special collecting permit authorizing any person to enter the conservation area for the purposes of scientific collecting under the conditions of a scientific collector's permit issued by the department.

(F) Notwithstanding subsections ~~632(b)(89)(B) or 632(b)(89)(C)~~ 632(b)(107)(B) or 632(b)(107)(C), the director of the Dana Point State Marine Conservation Area, or any person who has a scientific collector's permit from the department and to whom the director of the Dana Point State Marine Conservation Area has issued a special collecting permit may take, for scientific purposes, any fish or specimen of marine plant life under the conditions prescribed by the department.

(G) This section does not prohibit the entry of state and local law enforcement officers, fire suppression agencies, and employees of the department in the performance of their official duties. This section does not prohibit or restrict navigation in the Dana Point State Marine Conservation Area pursuant to federal law.

...

*Subsequent subsections are renumbered beginning with (108).*



Note: Authority cited: Sections 200, 202, 203.1, 205(c), 219, 220, 1590, 1591, 2860, 2861 and 6750, Fish and Game Code; and Sections 36725(a) and 36725(e), Public Resources Code. Reference: Sections 200, 202, 203.1, 205(c), 219, 220, 1580, 1583, 2861, 5521, 6653, 8420(e) and 8500, Fish and Game Code; and Sections 36700(e), 36710(e), 36725(a) and 36725(e), Public Resources Code.

**FISH AND GAME COMMISSION**  
**STATEMENT OF FACTS CONSTITUTING NEED FOR EMERGENCY ACTION**

Emergency Action to Amend Section 632, Title 14, CCR,  
Re: Stewarts Point State Marine Reserve

**I. INTRODUCTION**

The Marine Life Management Act (MLMA, Stats. 1998, ch. 1052) created a broad programmatic framework for managing fisheries through a variety of conservation measures, including Marine Protected Areas (MPAs). The Marine Life Protection Act (MLPA, Stats. 1999, ch. 1015) established a programmatic framework for designating such MPAs in the form of a statewide network. AB 2800 (Stats. 2000, ch. 385) enacted the Marine Managed Areas Improvement Act (MMAIA), among other things, to standardize the designation of Marine Managed Areas (MMAs), which include MPAs. The overriding goal of these acts is to ensure the conservation, sustainable use, and restoration of California's marine resources. Unlike previous laws, which focused on individual species, the acts focus on maintaining the health of marine ecosystems and biodiversity in order to sustain resources.

The MLPA requires that the Fish and Game Commission ("Commission") adopt a Marine Life Protection Program that, in part, contains an improved marine reserve (now state marine reserve) component [Fish and Game Code (FGC) subsection 2853(c)(1)] and protects the natural diversity of marine life and the structure, function, and integrity of marine ecosystems [FGC subsection 2853(b)(1)]. This protection may help provide sustainable resources as well as enhance functioning ecosystems that provide benefits to both consumptive and non-consumptive user groups. The program may include MPAs with various levels of protection, from no take of any kind to those that allow for specified commercial and recreational activities, provided that these activities are consistent with the objectives of the area and the goals and guidelines of the MLPA.

The planning process to implement the MLPA in the north central coast, defined as state waters between Alder Creek, near Point Arena (Mendocino County) and Pigeon Point (San Mateo County), was conducted pursuant to the processes defined in the Commission's revised draft Master Plan for MPAs. The MLPA North Central Coast Regional Stakeholder Group (NCCRSG) began meeting in May, 2007 to develop alternative MPA proposals for the north central coast region. The NCCRSG met during eight one- to two-day meetings and three work sessions between May 2007 and March 2008 before forwarding three proposals to a Blue Ribbon Task Force (BRTF). The BRTF was appointed by the Secretary for Resources to provide policy guidance and oversight to the process. The BRTF created an Integrated Preferred Alternative proposal (IPA) by selecting, and in some cases slightly modifying, MPAs from each of the three NCCRSG proposals with the intent to meet scientific guidelines and achieve the MLPA goals, while also bridging some of the remaining areas of divergence among the NCCRSG proposals. The BRTF recommended that the Commission select the IPA as the regulatory preferred alternative for the north central coast.

On August 5, 2009, the Fish and Game Commission adopted the IPA regulations to implement MPAs for California's north central coast, including the Stewarts Point State Marine Reserve (SMR) in which take of all living marine resources is prohibited. These regulations became effective May 1, 2010.

The Commission has prepared this Emergency Action Statement under the Administrative Procedure Act (APA) (Gov. Code, § 11340 et seq.) in connection with its amendments to Section 632 of Title 14 of the California Code of Regulations. The Commission's amendment of Section 632 as an emergency action under the APA is based, in part, on authority provided by FGC Section 240. This amendment of Section 632 will establish the Stewarts Point State Marine Conservation Area (SMCA) and will provide for the recreational take from shore of marine aquatic plants other than sea palm, marine invertebrates, finfish by hook and line, surf smelt by beach net, and species authorized in Section 28.80 (including surf smelt) by hand-held dip net in the SMCA.

As set forth below, the Commission finds that amendment of Section 632 pursuant to FGC 240 constitutes a necessary emergency action by the Commission under the APA. The health and safety of the people of the Kashia Band of Pomo Indians of the Stewarts Point Rancheria are jeopardized by the existing regulation which prohibits them from gathering food for their families. Kashia people fish and gather along the coast within their ancestral lands for subsistence as well as ceremonial purposes. The existing Stewarts Point State Marine Reserve designation is depriving Kashia families of the Stewarts Point Rancheria of access to food.

## **II. FACTS CONSTITUTING THE NEED FOR EMERGENCY ACTION**

The APA defines an "emergency" to mean "a situation that calls for immediate action to avoid serious harm to the public peace, health, safety, or general welfare." (§11342.545.) To make a finding of emergency, the agency must describe the specific facts supported by substantial evidence that demonstrate the existence of an emergency and the need for immediate adoption of the proposed regulation. (*Id.*, §11346.1, subd. (b)(2).) Some of the factors an agency may consider in determining whether an emergency exists include: (1) the magnitude of the potential harm, (2) the existence of a crisis situation, (3) the immediacy of the need, i.e., whether there is a substantial likelihood that serious harm will be experienced unless immediate action is taken, and (4) whether the anticipation of harm has a basis firmer than simple speculation. The Commission has considered all of these factors and the definition of an emergency provided in the APA, as well as pertinent authority in FGC Section 240. Under this latter authority, notwithstanding any other provision of the FGC, the Commission may adopt an emergency regulation where doing so is necessary for the immediate preservation of the public peace, health and safety, or general welfare. The Commission finds that such necessity exists in the present case.

The recent creation of the Stewarts Point SMR created an unforeseen situation. Creation of the Stewarts Point SMR inadvertently prohibited Kashia people from fishing and gathering for subsistence purposes. The issue of Kashia Pomo tribal uses of coastal resources was not considered by the BRTF which proposed the North Central Coast regulation to the Commission.

Immediate action is needed to avoid serious harm to the health and safety and general welfare of the Kashia people. There are approximately 800 Tribal members, about 450 of whom are adults. Approximately 150 adults fish and gather; of those, less than 20 (who live on the Rancheria at Stewarts Point) fish or gather two or three times per week. There are probably 100 members who regularly engage in gathering. Much of the gathering is done by younger tribal members for elders. The Rancheria has 80 percent unemployment, is in a remote location, with a poor access road, and with few opportunities within a long, winding drive. Fishing is a source of food. Gathering sea weed and shellfish is also a source of food. Younger tribal members gather for the elders of the Rancheria who can no longer gather food for themselves. Rancheria residents do not fish or gather for commercial purposes; they do not smoke, can or otherwise store food in bulk. The current prohibition on take of living marine resources in Stewarts Point SMR denies the Kashia people access to food, shrinks appreciably the available sources of food, and by forcing them to go elsewhere, increases the time, cost and risk of gathering food (Stewarts Point is accessible; there are no steep hills, high bluffs, sheer drops, which make access to the resources unsafe.) Access to a primary source of food is a health and safety issue, directly related to the general welfare of the community.

### **III. Express Finding of Emergency**

Pursuant to the authority vested in the Commission by FGC Section 240, and for the reasons set forth above, the Commission expressly finds that the adoption of this regulation is necessary for the immediate preservation of the health and safety and general welfare. The Commission specifically finds that the amendment of this regulation will avoid serious harm to the health and safety and general welfare of the Kashia people by allowing them to take living marine resources for subsistence purposes.

### **IV. Authority and Reference Citations**

Authority: Sections 200, 202, 203.1, 205(c), 219, 220, 240, 1590, 1591, 2860, 2861 and 6850 of the Fish and Game Code, and Sections 36725(a) and 36725(e) of the Public Resources Code.

Reference: Sections 200, 202, 203.1, 205(c), 219, 220, 240, 1580, 1583, 2861, 5521, 6653, 8420(e), and 8500 of the Fish and Game Code, and Sections 36700(e), 36710(e), 36725(a) and 36725(e) of the Public Resources Code.

## **V. Informative Digest**

### **A. Laws Related to the Emergency Regulation**

The Marine Life Management Act (MLMA, Stats. 1998, ch. 1052) created a broad programmatic framework for managing fisheries through a variety of conservation measures, including Marine Protected Areas (MPAs). The Marine Life Protection Act (MLPA, Stats. 1999, ch. 1015) established a programmatic framework for designating such MPAs in the form of a statewide network. AB 2800 (Stats. 2000, ch. 385) enacted the Marine Managed Areas Improvement Act (MMAIA), among other things, to standardize the designation of Marine Managed Areas (MMAs), which include MPAs. The overriding goal of these acts is to ensure the conservation, sustainable use, and restoration of California's marine resources. Unlike previous laws, which focused on individual species, the acts focus on maintaining the health of marine ecosystems and biodiversity in order to sustain resources.

The MLPA requires that the Commission adopt a Marine Life Protection Program that, in part, contains an improved marine reserve (now state marine reserve) component [Fish and Game Code (FGC) subsection 2853(c)(1)] and protects the natural diversity of marine life and the structure, function, and integrity of marine ecosystems [FGC subsection 2853(b)(1)]. This protection may help provide sustainable resources as well as enhance functioning ecosystems that provide benefits to both consumptive and non-consumptive user groups. The program may include MPAs with various levels of protection, from no take of any kind to those that allow for specified commercial and recreational activities, provided that these activities are consistent with the objectives of the area and the goals and guidelines of the MLPA.

On August 5, 2009, the Fish and Game Commission adopted regulations to implement MPAs for California's north central coast, defined as state waters between Alder Creek, near Point Arena (Mendocino County) and Pigeon Point (San Mateo County), including the Stewarts Point State Marine Reserve (SMR) in which take of all living marine resources is prohibited. These regulations became effective May 1, 2010.

### **B. Effect of the Emergency Action**

This amendment of Section 632 will establish the Stewarts Point State Marine Conservation Area (SMCA). The general boundaries of the SMCA will be from the mean high tide line to a line that approximates a distance of 1000 feet offshore, and from the northern boundary of the existing Stewarts Point SMR to just below Rocky Point, approximately four miles south. All commercial take of living marine resources will be prohibited. The recreational take of marine aquatic plants other than sea palm, marine invertebrates, finfish by hook and line, surf smelt by beach net, and species authorized in Section 28.80 (including surf smelt) by hand-held dip net will be authorized consistent with other applicable law.

The proposed SMCA would leave three miles of coastline in SMR status, which meets the minimum science guidelines for coastal protection of nearshore habitats.

### **C. Policy Statement Overview**

The objective of this emergency regulation is to create the Stewarts Point SMCA and to allow specified recreational take of living marine resources within the SMCA.

## **VII. Specific Agency Statutory Requirements**

The Commission has complied with the special statutory requirements governing the adoption of emergency regulations pursuant to FGC Section 240. The Commission held a public hearing on this regulation on June 24, 2010, and the above finding that this regulation is necessary for the immediate preservation of the health and safety and general welfare meets the requirements of Section 240.

## **VIII. Impact of Regulatory Action**

The potential for significant statewide adverse economic impacts that might result from the emergency regulatory action has been assessed, and the following determinations relative to the required statutory categories have been made:

- (a) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:  
  
None.
- (b) Nondiscretionary Costs/Savings to Local Agencies:  
  
None.
- (c) Programs Mandated on Local Agencies or School Districts:  
  
None.
- (d) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:  
  
None.
- (e) Effect on Housing Costs:  
  
None.

**FISH AND GAME COMMISSION  
REQUEST FOR READOPTION OF EMERGENCY REGULATIONS**

Emergency Action to Readopt Amendments to Section 632, Title 14, CCR,  
Re: Stewarts Point State Marine Reserve  
and Stewarts Point State Marine Conservation Area

**Request for Readoption of Emergency Regulation:**

The Fish and Game Commission ("Commission") requests to readopt amendments to Section 632, Title 14, California Code of Regulations ("CCR") [Office of Administrative Law (OAL) file number 2010-0709-02E]. The Findings of Emergency for this file containing the following information: Statement of Facts Constituting Need for Emergency Action; Authority and Reference Citations; Informative Digest; Fiscal Impact Statement; Standard Form 399, is hereby incorporated by reference. The objective of this regulation is to maintain the Stewarts Point State Marine Conservation Area (SMCA) to allow specified recreational take of living marine resources within the SMCA while the Commission completes its standard rulemaking process for this regulation.

**Emergency Regulation in Effect to Date:**

On June 24, 2010, the Commission adopted emergency regulations to establish the Stewarts Point SMCA and provide for the recreational take from shore of marine aquatic plants other than sea palm, marine invertebrates, finfish by hook and line, surf smelt by beach net, and species authorized in Section 28.80, Title 14, CCR, (including surf smelt) by hand-held dip net in the SMCA. Pursuant to Government Code ("GC") sections 11346.1(e) and (h), emergency regulations are effective for 180 days. OAL may approve two readoptions, each for a period not to exceed 90 days. In the absence of readoption, the 2084 regulation will expire on January 18, 2011.

**Statement of Emergency:**

The APA defines an "emergency" to mean "a situation that calls for immediate action to avoid serious harm to the public peace, health, safety, or general welfare." (§11342.545.) To make a finding of emergency, the agency must describe the specific facts supported by substantial evidence that demonstrate the existence of an emergency and the need for immediate adoption of the proposed regulation. (*Id.*, §11346.1, subd. (b)(2).) Some of the factors an agency may consider in determining whether an emergency exists include: (1) the magnitude of the potential harm, (2) the existence of a crisis situation, (3) the immediacy of the need, i.e., whether there is a substantial likelihood that serious harm will be experienced unless immediate action is taken, and (4) whether the anticipation of harm has a basis firmer than simple speculation. The Commission has considered all of these factors and the definition of an emergency provided in the APA, as well as pertinent authority in Section 240 of the Fish and Game Code ("FGC"). Under this latter authority, notwithstanding any other provision of the FGC, the Commission may adopt an emergency regulation where doing

so is necessary for the immediate preservation of the public peace, health and safety, or general welfare. The Commission finds that such necessity exists in the present case.

The recent creation of the Stewarts Point State Marine Reserve (SMR) created an unforeseen situation. Creation of the Stewarts Point SMR inadvertently prohibited Kashia people from fishing and gathering for subsistence purposes. The issue of Kashia Pomo tribal uses of coastal resources was not considered by the Blue Ribbon Task Force which proposed regulations for marine protected areas on the North Central Coast to the Commission.

Immediate action is needed to avoid serious harm to the health and safety and general welfare of the Kashia people. There are approximately 800 Tribal members, about 450 of whom are adults. Approximately 150 adults fish and gather; of those, less than 20 (who live on the Rancheria at Stewarts Point) fish or gather two or three times per week. There are probably 100 members who regularly engage in gathering. Much of the gathering is done by younger tribal members for elders. The Rancheria has 80 percent unemployment, is in a remote location, with a poor access road, and with few opportunities within a long, winding drive. Fishing is a source of food. Gathering sea weed and shellfish is also a source of food. Younger tribal members gather for the elders of the Rancheria who can no longer gather food for themselves. Rancheria residents do not fish or gather for commercial purposes; they do not smoke, can or otherwise store food in bulk. The current prohibition on take of living marine resources in Stewarts Point SMR denies the Kashia people access to food, shrinks appreciably the available sources of food, and by forcing them to go elsewhere, increases the time, cost and risk of gathering food (Stewarts Point is accessible; there are no steep hills, high bluffs, sheer drops, which make access to the resources unsafe.) Access to a primary source of food is a health and safety issue, directly related to the general welfare of the community.

Given that the emergency circumstances that necessitated the original emergency regulation are continuing and unchanged, the Commission requests that the previous Finding of Emergency be incorporated to supplement this justification.

## **Compliance with Readoption Criteria**

### **(1) Same or Substantially Equivalent:**

Pursuant to GC section 11346.1(h), the text of a readopted regulation must be the "same or substantially equivalent" to the text of the original emergency regulation. The proposed language for the readopted emergency regulation is the same as the language of the original emergency regulation. The text of both regulations establishes the Stewarts Point SMCA and provides for the recreational take from shore of marine aquatic plants other than sea palm, marine invertebrates, finfish by hook and line, surf smelt by beach net, and species authorized in Section 28.80, Title 14, CCR, (including surf smelt) by hand-held dip net in the SMCA.



**(2) Substantial Progress:**

GC section 11346.1(h) specifies that the emergency rulemaking agency must demonstrate that it is making "substantial progress and has proceeded with due diligence" to comply with the standard rulemaking provisions. The Commission has complied with this requirement publishing notice of its intent to adopt this regulation pursuant to the standard rulemaking process. The notice (OAL Notice #Z2010-1109-05) was published on November 19, 2010. The Commission held a discussion hearing on the proposed regulation on December 16, 2010 and is scheduled to consider adoption of the regulation on February 3, 2011.

**Specific Agency Statutory Requirements**

The Commission has complied with the special statutory requirements governing the adoption of emergency regulations pursuant to FGC Section 240. The Commission held a public hearing on this regulation on December 16, 2010, and the finding that this regulation is necessary for the immediate preservation of the health and safety and general welfare meets the requirements of Section 240.



## COMMITTEE MEETINGS

**1:30 P.M.**

**Land Use and Public Works Committee** - (Supervisors Abe and Stocker - Alternate Supervisor Nicoletti)

- A. Consider summary vacating bike easement over lot "H" of Tract Map No. 98-578, Rio Del Oro subdivision - Community Development and Services (Ten minute estimate) (007-11)

**Human Services Committee** - (Supervisors Stocker and Vasquez - Alternate Supervisor Abe)

- A. Consider approval of Children's Medical Services (CMS) Plan Guidelines for Fiscal Year 2010-2011 and authorizing the Chair to sign CMS Certification Statements included in the plan - Health and Human Services Department (Ten minute estimate) (030-11)



# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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749-5470 • Fax 749-5434

**PUBLIC WORKS • SURVEYOR**  
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**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

**DATE:** January 4, 1011

**TO:** YUBA COUNTY LAND USE AND PUBLIC WORKS COMMITTEE

**FROM:** MICHAEL LEE, DIRECTOR OF PUBLIC WORKS 

**SUBJECT:** SUMMARY VACATION OF THE BIKE EASEMENT OVER LOT "H" OF TRACT MAP NO. 98-578, RIO DEL ORO, LARGE LOT FINAL MAP

**RECOMMENDATION:** The Public Works Department recommends approval of the summary vacation of the bicycle easement over Lot "H" as shown on the Large Lot Map of Tract Map No. 98-578, Rio Del Oro subdivision.

**BACKGROUND:** The "Large Lot Final Map for Tract Map No. 98-578, Rio Del Oro" was filed in the Recorder's office on October 16, 2003 in Book 75 of Maps at page 22. Item (F) of the Owner's Statement, provides for an irrevocable offer of dedication for an "easement for the installation and maintenance of a bike trail, together with any and all appurtenances pertaining thereto on, over and across the lands designated "Bike Easement" (BE)." The main purpose of Lot "H" as shown on the final map is to accommodate a linear detention pond as a part of the Master Drainage Plan for Reclamation District 784. Lot "H" is currently in the process of being deeded to RD 784 by the owner, Rio Del Oro Farms #2, LLC. However, due to the increased liability of having a bike path located in close proximity of the detention pond, the Reclamation District is unwilling to take title to the land that is encumbered by the bike easement.

**DISCUSSION:** The bike trail as proposed has not yet been constructed. Lot "H" is currently also encumbered by an open space easement and a drainage easement. This proposed vacation of the bike easement will have no effect on those easements. The vacation will also have no effect on any public utility facilities.

**FISCAL IMPACT:** None.

Recorded at the Request of:  
After Recording Please return to:

Clerk of the Board of Supervisors  
915 8<sup>th</sup> Street, Suite 107  
Marysville, CA 95901

---

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

**RESOLUTION SUMMARILY     )  
VACATING BIKE EASEMENT     )  
OVER LOT "H" OF TRACT MAP)  
NO. 98-578, RIO DEL ORO     )**

**RESOLUTION NO. \_\_\_\_\_**

WHEREAS, the vacation which is the subject of this resolution is made pursuant to Division 9, Part 3, Chapter 4 of the California Streets and Highways Code commencing at section 8333; and

WHEREAS, the County of Yuba acquired and accepted an offer of dedication for a bike easement over Lot "H" of Tract Map No. 98-578, Rio Del Oro, filed on October 10, 2003, in Book 75 of Maps at page 22, in the office of the recorder of Yuba County; and

WHEREAS, the bike easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation; and

WHEREAS, no public money has been expended for the construction of or the maintenance of such bike trail within Lot "H";

NOW, THEREFORE, the Yuba County Board of Supervisors hereby finds, declares, orders and resolves:

1. That the foregoing recitals are true and correct.

2. That this vacation is made pursuant to Streets and Highways Code section 8333 et seq.

3. That the bike easement hereinabove described is hereby summarily vacated.

4. That from and after the date this resolution is recorded, the bike easement hereby summarily vacated shall no longer constitute a bike trail.

5. The Clerk of the Board of Supervisors shall cause a certified copy of this resolution to be recorded in the office of the County Recorder, County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote:

AYES:

NOES:


ABSENT:

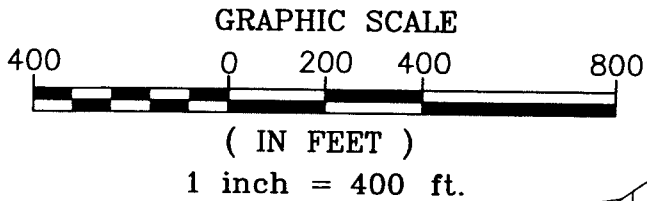
\_\_\_\_\_  
Chairman of the Board of Supervisors

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

APPROVED AS TO FORM  
Angil Morris-Jones, County Counsel

By: \_\_\_\_\_

By: \_\_\_\_\_



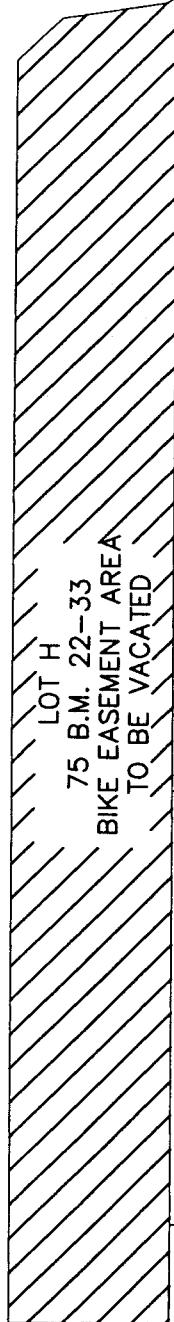
RIO DEL ORO  
VILLAGE 8  
79 B.M. 29-34

RIO DEL ORO  
VILLAGE 9  
79 B.M. 36-39

RIO DEL ORO  
VILLAGE 10  
79 B.M. 40-42

RIO DEL ORO  
VILLAGE 12  
80 B.M. 44-50

LOT DD  
75B.M. 22-33



**LEGEND**



BIKE EASEMENT AREA  
TO BE VACATED

**YUBA COUNTY PUBLIC WORKS DEPT.**

**EXHIBIT "B"**  
**FOR**

**BIKE EASEMENT VACATION**

AS SHOWN ON THE MAP OF ARBOGA COLONY UNIT #2 FILED IN  
BOOK 2 OF MAPS, PAGE 15, YUBA COUNTY RECORDS.

DRAWN BY GS

SCALE: 1"=300'

DATE: 12-16-2010



# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT

**Suzanne Nobles, Director**

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




030-11

**Joseph W. Cassady, D.O.,  
Health Officer**

Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

**FROM:**   
Suzanne Nobles, Director  
Health & Human Services Department

**DATE:** February 1, 2011

**SUBJECT:** Children's Medical Services (CMS) Plan Guidelines for  
FY 2010-2011

**RECOMMENDATION:** Board of Supervisors approval of the attached CMS Plan Guidelines for FY 2010-2011 and authorization for the Chairman to sign CMS Certification Statements included in this plan is recommended.

**BACKGROUND:** The Department of Health Care Services (DHCS) has delegated the responsibility of administering the CMS program which includes Child Health and Disability Prevention (CHDP), California Children Services (CCS) and the Health Care Program for Children in Foster Care (HCPCFC), to county health departments. DHCS allocates administrative funds to the Health Services Division of the Health and Human Services Department to provide these ongoing, mandated services upon the submission and approval of the CMS Plan Guidelines.

**DISCUSSION:** The CMS Plan Guidelines for FY 2010-2011 includes the combined plan, budget, and scope of work to continue the administration of the CMS, CHDP, CCS and HCPCFC programs in Yuba County. The total CMS budget is \$401,004.00; which includes the CHDP budget of \$112,872., the HCPCFC budget of \$51,135., and the CCS budget of \$236,997. This revenue source covers salaries and benefits for 3.905 Full Time Employees (FTEs), in addition to the costs of services and supplies associated with administering these programs.

**COMMITTEE:** The Human Services Committee recommended approval on January 11, 2011.

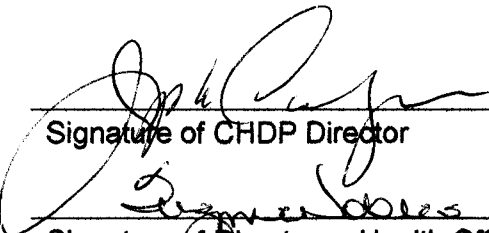
**FISCAL IMPACT:** There is a County match of \$16,565. for the CCS program, which will be paid through Health Realignment Funds.

**Certification Statement - Child Health and Disability Prevention (CHDP) Program**

County/City: Yuba County

Fiscal Year: 2010-11

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

  
\_\_\_\_\_  
Signature of CHDP Director

12-2-10  
\_\_\_\_\_  
Date Signed

  
\_\_\_\_\_  
Signature of Director or Health Officer

12/1/10  
\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature and Title of Other – Optional

\_\_\_\_\_  
Date Signed

I certify that this plan has been approved by the local governing body.

\_\_\_\_\_  
Signature of Local Governing Body Chairperson

\_\_\_\_\_  
Date

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

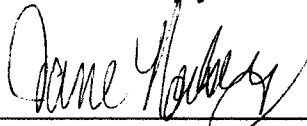
BY: Maria Bryant-Pollard

**Certification Statement - California Children's Services (CCS)**

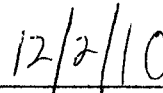
County/City: Yuba County

Fiscal Year: 2010-11

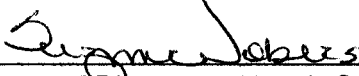
I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.



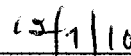
Signature of CCS Administrator



Date Signed



Signature of Director or Health Officer



Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: Marion Bryant-Pollard

**Children's Medical Services (CMS)  
California Children's Services (CCS)  
Child Health & Disability Prevention (CHDP)  
Health Care Program for Children in Foster Care  
(HCPCFC)**

**Plan Guidelines**

**FY 2010-2011**

**Children's Medical Services  
California Children's Services (CCS)  
Child Health & Disability Prevention (CHDP)  
Health Care Program for Children in Foster Care  
(HCPCFC)**

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2. Budget Worksheet .....	N/A
3. Budget Justification Narrative .....	N/A

**Plan and Budget Required Documents Checklist****MODIFIED FY 2010-2011**County/City: Yuba CountyFiscal Year: 2010-2011

Document		Page Number
1.	<b>Checklist</b>	3 - 4
2.	<b>Agency Information Sheet</b>	5
3.	<b>Certification Statements</b>	
	A. Certification Statement (CHDP) – Original and one photocopy	6
	B. Certification Statement (CCS) – Original and one photocopy	7
4.	<b>Agency Description</b>	
	A. Brief Narrative	8
	B. Organizational Charts for CCS, CHDP, and HCPCFC	Retain locally
	C. CCS Staffing Standards Profile	Retain locally
	D. Incumbent Lists for CCS, CHDP, and HCPCFC	9 - 11
	E. Civil Service Classification Statements – Include if newly established, proposed, or revised	N/A
	F. Duty Statements – Include if newly established, proposed, or revised (Includes Class Specification – PHN I/II)	12 - 25
5.	<b>Implementation of Performance Measures</b> – Performance Measures for FY 2009-10 are due November 30, 2010.	N/A
6.	<b>Data Forms</b>	
	A. CCS Caseload Summary	26
	B. CHDP Program Referral Data	27-28
7.	<b>Memoranda of Understanding and Interagency Agreements List</b>	
	A. MOU/IAA List	29
	B. New, Renewed, or Revised MOU or IAA	N/A
	C. CHDP IAA with DSS biennially	Retain locally
	D. Interdepartmental MOU for HCPCFC biennially	Retain locally
8.	<b>Budgets</b>	
	A. CHDP Administrative Budget (No County/City Match)	
	1. Budget Summary	30
	2. Budget Worksheet	31

Children's Medical Services Plan and Fiscal Guidelines for Fiscal Year 2010-11

County/City: Yuba County

Fiscal Year: 2010-2011

Document		Page Number
3.	Budget Justification Narrative	32
B.	CHDP Administrative Budget (County/City Match) - Optional	
1.	Budget Worksheet	N/A
2.	Budget Justification Narrative	N/A
3.	Budget Justification Narrative	N/A
C.	CHDP Foster Care Administrative Budget (County/City Match) - Optional	
1.	Budget Summary	N/A
2.	Budget Worksheet	N/A
3.	Budget Justification Narrative	N/A
D.	HCPCFC Administrative Budget	
1.	Budget Summary	33
2.	Budget Worksheet	34
3.	Budget Justification Narrative	35
E.	CCS Administrative Budget	
1.	Budget Summary	36
2.	Budget Worksheet	37-38
3.	Worksheet to Determine Healthy Families Funding Source	39
4.	Budget Justification Narrative	40
G.	Other Forms	
1.	County/City Capital Expenses Justification Form	Yes, only if applicable
2.	County/City Other Expenses Justification Form	Yes, only if applicable
9.	<b>Management of Equipment Purchased with State Funds</b>	
1.	Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	Yes, only if applicable
2.	Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	Yes
3.	Property Survey Report Form (STD 152)	Yes, only if applicable



**Agency Information Sheet****County/City:** Yuba County**Fiscal Year:** 2010 - 11**Official Agency**

<b>Name:</b>	County of Yuba (Health and Human Services Agency)	<b>Address:</b>	5730 Packard Avenue, Suite 100
<b>Health Officer</b>	Joseph Cassady, D.O.		Marysville, CA 95901

**CMS Director (if applicable)**

<b>Name:</b>		<b>Address:</b>	
<b>Phone:</b>			
<b>Fax:</b>		<b>E-Mail:</b>	

**CCS Administrator**

<b>Name:</b>	Jane Norberg, Supervising PHN	<b>Address:</b>	5730 Packard Avenue, Suite 100
<b>Phone:</b>	530-749-6805		Marysville, CA 95901
<b>Fax:</b>	530-749-6397	<b>E-Mail:</b>	jnorberg@co.yuba.ca.us

**CHDP Director**

<b>Name:</b>	Joseph Cassady, D.O.	<b>Address:</b>	5730 Packard Avenue, Suite 100
<b>Phone:</b>	530-749-6366		Marysville, CA 95901
<b>Fax:</b>	530-749-6397	<b>E-Mail:</b>	jocassady@co.yuba.ca.us

**CHDP Deputy Director**

<b>Name:</b>	Jane Norberg, Supervising PHN	<b>Address:</b>	5730 Packard Avenue, Suite 100
<b>Phone:</b>	530-749-6805		Marysville, CA 95901
<b>Fax:</b>	530-749-6397	<b>E-Mail:</b>	jnorberg@co.yuba.ca.us

**Clerk of the Board of Supervisors or City Council**

<b>Name:</b>	Donna Stottlemeyer, Clerk of the County Board of Supervisors	<b>Address:</b>	915 8 <sup>th</sup> Street, Suite 109
<b>Phone:</b>	530-749-7510		Marysville, CA 95901
<b>Fax:</b>	530-749-7353	<b>E-Mail:</b>	dstottlemeyer@co.yuba.ca.us

**Director of Social Services Agency**

<b>Name:</b>	Suzanne Nobles, Director	<b>Address:</b>	5730 Packard Avenue, Suite 100
<b>Phone:</b>	530-749-6271		Marysville, CA 95901
<b>Fax:</b>	530-749-6281	<b>E-Mail:</b>	snobles@co.yuba.ca.us

**Chief Probation Officer**

<b>Name:</b>	Jim Arnold	<b>Address:</b>	215 5 <sup>th</sup> Street
<b>Phone:</b>	530-749-7550		Marysville, CA 95901
<b>Fax:</b>	530-749-7364	<b>E-Mail:</b>	jamold@co.yuba.ca.us

**Certification Statement - Child Health and Disability Prevention (CHDP) Program**

County/City: Yuba County

Fiscal Year: 2010-11

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

\_\_\_\_\_  
Signature of CHDP Director

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Director or Health Officer

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature and Title of Other – Optional

\_\_\_\_\_  
Date Signed

I certify that this plan has been approved by the local governing body.

\_\_\_\_\_  
Signature of Local Governing Body Chairperson

\_\_\_\_\_  
Date

**Certification Statement - California Children's Services (CCS)**

County/City: Yuba County

Fiscal Year: 2010-11

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

\_\_\_\_\_  
Signature of CCS Administrator

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Director or Health Officer

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature and Title of Other – Optional

\_\_\_\_\_  
Date Signed

I certify that this plan has been approved by the local governing body.

\_\_\_\_\_  
Signature of Local Governing Body Chairperson

\_\_\_\_\_  
Date

## Brief Narrative

Yuba County's CHDP Program is currently composed of a Supervising Public Health Nurse who serves as the CHDP Deputy Director, (two) Public Health Nurse I/II and an Office Specialist. The program is part of the CMS Unit which includes CHDP, HCPCFC and CCS. The unit is directly supervised by a Supervising Public Health Nurse. The unit is one of three within the Health Services Division which is managed by the Director of Nurses with medical oversight provided by the Health Officer (Director of CHDP). The Health Services Division is part of the Health and Human Services Department which also includes CHDP's partners in Public Assistance (also referred to as Social Services or Eligibility) and Children's Services Division (also referred to as Child Welfare Services or Child Protective Services). The Foster Care Nurse in the HCPCFC program is stationed in the Children's Services Division. This position is part of the CMS Unit and is supervised by the Supervising Public Health Nurse. This position receives program direction and input from both the CHDP Deputy Director and staff from the Children's Services Division.

Yuba County is a CCS dependent county under the direction of the Sacramento Regional Office (SRO). CHDP staff, the CCS Administrator, the CCS Case Manager, and the CCS Medical Case Manager collaborate in performing CMS functions. The CCS Case Manager informs eligible CCS clients of the CHDP program and provides CHDP brochures. The CCS Medical Case Manager reviews all requests for needed medical services and intervenes in high-risk client case management. CHDP staff refers children identified on the PM 160 with possible CCS eligible condition(s) to the CCS Case Manager. The HCPCFC PHN makes referrals to the CCS program and assists CCS staff with foster children on their caseload as needed. Since the entire CMS unit is located in the same building, the three programs network on a regular basis.

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services Branch

### Incumbent List - California Children's Services

For FY 2010-11, complete the table below for all personnel listed in the CCS budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

Identify Nurse Liaison positions using: MCMC for Medi-Cal Managed Care; HF for Healthy Families; IHO for In-Home Operations, and; RC for Regional Center.

County/City: Yuba County Fiscal Year: 2010-11

Job Title	Incumbent Name	FTE % on CCS Admin Budget	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Supervising Public Health Nurse	Jane Norberg	5%	Yes	No
Public Health Nurse II	Robert Hogan	90%	Yes	No
Case Manager	Michele Clark	90%	Yes	No
Public Health Nurse II	Cheryl Andersen	21%	Yes	No
Veronica Villalobos	Office Assistant (Bilingual)	5%	Yes	No
Account Technician	Donna Clark	3%	Yes	No

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services Branch

**Incumbent List - Child Health and Disability Prevention Program**

For FY 2010-11, complete the table below for all personnel listed in the CHDP budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: **Yuba County**Fiscal Year: **2010-11**

Job Title	Incumbent Name	FTE % on CHDP No County/ City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Supervising PHN, CHDP Deputy Director	Jane Norberg	25%	None	5% CCS, 6.5%HCPCFC, 63.5% General	Yes	No
Public Health Nurse I/II	Cheryl Andersen	50%	None	21% CCS, 29% General	Yes	No
Public Health Nurse I/II	Cherisse Lacoste	10%	None	22% Ims Coordinator, 68% General	Yes	No
Office Specialist	Kathleen Harriger	30%	None	70% General	Yes	No
Accounting Technician	K. Goss	5%	None	95% General	Yes	No

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services Branch

**Incumbent List - Health Care Program for Children in Foster Care**

For FY 2010-11, complete the table below for all personnel listed in the HPCFC and CHDP Foster Care Administrative (County/City) budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: Yuba County

Fiscal Year: 2010-2011

Job Title	Incumbent Name	FTE % on HPCFC Budget	FTE % on FC Admin County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Supervising PHN	Jane Norberg	6.5%	None	25% CHDP, 5% CCS, 63.5% General	Yes	
Public Health Nurse I/II	Paulette Almeida	50%	None	50% Children's Services	Yes	No

## **DUTY STATEMENT**

**TITLE:** Supervising Public Health Nurse & CHDP Deputy Director  
(25% CHDP, 5% CCS, 6.5% HCPCFC, 63.5% General.)  
Jane Norberg

**REPORTS TO:** Director of Nursing

**DEFINITION:** Under the direction of the Director of Nurses assigns, directs, and reviews the work of all assigned nursing personnel and related staff; assists in program planning, implementation and evaluation of nursing and related programs; performs the full range of public health nursing services including teaching, health assessment, and counseling services in connection with adverse health conditions.

**DUTIES:**  
**CHDP**

- 4.25% Determine the medical rationale to ensure timely referral for medical and/or dental health assessment services.
- 6% Interpret information regarding the applicant/client's health status and his/her needs for preventive health services; explain the significance of actual and suspected medical conditions to clients and their families; identify resources and encourage clients to follow up on medical, dental, nutritional, and mental health conditions found during health assessment screens.
- 4% Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.
- 3% Collaborate with groups of physicians, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and CalWorks staff to improve the availability and use of medical services.
- 3% Interpret the medical aspects of CHDP, including the CHDP Health Assessment Guidelines, to recruit and maintain medically qualified providers.
- 0.5% Participate in coordination activities to develop the program in relation to other agencies such as Regional Centers, Medi-Cal field offices, local education agencies, public health agencies (including maternal, child, and adolescent health services), Medi-Cal Managed Health Care Programs.
- 0.5% Coordinate/network with other program/services such as WIC immunization, oral health, child abuse, and injury prevention.
- 0.5% Participate in multi-year planning to develop goals, objectives, activities, and evaluation tools in order to measure outcomes.
- 0.5% Develop, monitor, and revise yearly budgets to implement program plan within program allocations in accordance with CMS Plan and Fiscal Guidelines.
- 0.25% Develop and review program standards, regulations, policies, procedures, health-related educational materials.
- 1% Develop, conduct, and/or participate in provider in-services and/or workshops and state-conducted medical training sessions/meetings.



- 0.5% Attend professional education programs relevant to the role of the medical professional and/or medical administration of the program(s).
- 0.5% Provide annual updated training and informing materials consistent with federal informing requirements.
- 0.5% Conduct site reviews and chart audits to assure quality exams according to periodicity, calibrate equipment, and appropriately-stored vaccines.

### **CCS**

- 1.25% Furnish medical opinions on decisions relating to adjudication of administrative appeals based on program medical eligibility and benefit laws, regulations, and policies.
- 1.25% Collaborate with groups of physicians, health department staff (e.g. public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff to improve the availability and use of medical services.
- 1.25% Participate in coordination activities to develop the program in relation to other agencies such as Regional Centers, Medi-Cal field offices, local education agencies, public health agencies (including maternal, child, and adolescent health services), Medi-Cal Managed Health Care Programs, hospitals, and special care centers.
- 1.25% Participate in multi-year planning to develop goals, objectives, activities, and evaluation tools in order to measure outcomes. Review CCS data, and analyze and utilize in program-related needs assessments, program planning, and evaluation. Develop, monitor, and revise yearly budgets to implement program plan within program appropriations in accordance with CMS Plan and Fiscal Guidelines. Recruit, orient, supervise, and evaluate personnel responsible for implementing the CCS program according to the Staffing Standards. Assure that CCS funded personnel perform only allowable functions, audit trail is maintained for all expenditures, and staff complete time studies a minimum of one month a quarter and retain on file. Prepare program-related reports, documents, and correspondence
- 0.75% Develop and review medically related regulations, policies and procedures, and other health care service standards. Interpret CCS program standards and policy letters to physicians and other health care professionals.
- 0.75% Perform county, regional, and state program reviews; evaluate performance, attainment of goals/ objectives, measure outcomes, etc. Develop and utilize medical criteria to review claims, reporting forms, and client charts for the purpose of evaluating the appropriateness and adequacy of medical and allied professional health care

### **HCPCFC**

- 1.625% Participate on advisory boards and commissions to interpret the health care services needs of clients in foster care. Assure medical input into the negotiation, implementation, and monitoring of the PHN role and activities as outlined in the HCPCFC Memorandum of Understanding with the local departments of social services and probation. Participate in coordination activities to develop the

medical and health care services role of the public health nursing program in foster care in relation to other agencies such as Regional Centers, Medi-Cal field offices, local education agencies (LEAs), public health agencies (including maternal, child, and adolescent health services), Medi-Cal Managed Care Plans, hospitals, and CCS Special Care Centers.

- 1.625% Participate in multi-year planning to develop goals, objectives, activities, and evaluation tools in order to measure outcomes. Review and use HCPCFC data in program planning and evaluation. Develop, monitor, and revise annual budgets within program appropriations, in accordance with CMS Plan and Fiscal Guidelines. Recruit and evaluate PHN personnel responsible for implementing the HCPCFC program in accordance with the Welfare and Institutions Code, Sec. 16501.3 and the HCPCFC Model Scope of Work activities. Assure that HCPCFC funded PHN personnel perform only allowable functions and complete time studies a minimum of one month a quarter. Assure that an audit trail is maintained and all appropriate documentation is retained on file. Evaluate the impact of the PHN on the foster care team and the health status of clients in foster care. Prepare program-related reports, documents, and correspondence.
- 1.625% Review medical and social services literature and research articles, requiring medical expertise, with a focus on clinical issues, health care service delivery, and ongoing evaluation of the health care needs of clients in foster care. Provide supervision and evaluation of the PHN(s) in the performance of their professional program activities.
- 1.625% Conduct joint reviews of case records for documentation of medical, dental and health care services with child welfare services agencies and probation departments.

## DUTY STATEMENT

- Title:** Public Health Nurse I/II  
(50% CHDP, 21% CCS, 29% General)  
Cheryl Andersen, PHN II
- Reports To:** CHDP Director and the Supervising Public Health Nurse
- Definition:** The CHDP PHN works under the direction of the Deputy Director. The role of the PHN in the CHDP program is to provide support to the Deputy Director in the areas of Administrative Medical Case Management and Quality Management of CHDP providers.
- Duties:** Using skilled professional medical expertise:  
CHDP
- 10% Determine the medical rationale to ensure timely referral for medical and/or dental health assessments services.
  - 30% Interpret information regarding the applicant/client's health status and his/her needs for preventive health services; explain the significance of actual and suspected medical conditions to clients and their families; identify resources and encourage clients to follow up on medical, dental, nutritional, and mental health conditions found during health assessment screens.
  - 2% Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.
  - 1% Interpret the medical aspects of CHDP, including the CHDP Health Assessment Guidelines, to recruit and maintain medically qualified providers.
  - 0.5% Coordinate/network with other program/services such as WIC immunization, oral health, child abuse, and injury prevention.
  - 4% Develop, conduct, and/or participate in provider in-services and/or workshops and state-conducted medical training sessions/meetings.
  - 0.5% Attend professional education programs relevant to the role of the medical professional and/or medical administration of the program(s).
  - 2% Conduct site reviews and chart audits to assure quality exams according to periodicity, calibrated equipment, and appropriately-stored vaccines.
- CCS
- 4% Ensures appropriate medical follow-up.
  - 10% Collects and interprets the applicant/clients medical status and his/her needs for medical services; identify resources and referrals needed to support a patients medical condition in the home.
  - 4% Reviews literature and researches articles to determine eligibility and/or benefits relating to a specific clients medical condition.
  - 3% Provides information on specialized medical program services available to medically high-risk children and their families.

## **DUTY STATEMENT**

**Title:** CHDP Public Health Nurse I/II  
(10% CHDP, 23% Immunization, 67% General)  
Cherisse Lacoste

**Reports To:** CHDP Director and the Supervising Public Health Nurse

**Definition:** The CHDP PHN works under the direction of the Deputy Director. The role of the PHN in the CHDP Program is to provide support to the Deputy Director in the areas of Administrative Case Management and Quality Management of CHDP Providers.

**Duties:** Using skilled professional medical expertise:

- 1% Determine the medical rationale to ensure timely referral for medical and/or dental health assessment services.
- 8% Interpret information regarding the applicant/client's health status and his/her needs for preventive health services; explain the significance of actual and suspected medical conditions to clients and their families; identify resources and encourage clients to follow up on medical, dental, nutritional, and mental health conditions found during health assessment screens.
- 1% Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.

## CLASSIFICATION SPECIFICATION



**CLASSIFICATION:** Public Health Nurse I/II  
**ALLOCATION:** Health & Human Services  
**FLSA STATUS:** Non-exempt  
**UNION AFFILIATION:** YCEA

**ESTABLISHED:** Prior to 1990  
**REVISED:** July 2010

### **JOB SUMMARY:**

Provides the full range of public health nursing services including teaching, health assessment, and counseling services in homes, clinics, schools and community centers in connection with the prevention and control of diseases and adverse health conditions; performs related work as assigned.

Public Health Nurse I is the entry level in the public health nursing class series. Initially under close supervision, incumbents learn and perform a variety of public health nursing duties in assigned program areas. As experience is gained, assignments become more complex and are performed under more general supervision. This class is alternately staffed with Public Health Nurse II and incumbents may advance to the higher level after gaining experience and demonstrating proficiency which meet the requirements for the higher level class.

Public Health Nurse II is the working level in this class series, fully qualified to provide public health nursing services for complex cases and to review the work of para-professional or support staff assigned to a nursing team. This class is distinguished from Public Health Nurse III in that the latter has programmatic responsibility and may provide lead direction of staff in addition to performing the full range of public health nursing duties.

### **CLASS CHARACTERISTICS:**

This position reports directly to Supervising Public Health Nurse.

### **EXAMPLES OF DUTIES:**

#### **Essential:**

#### **Public Health Nurse I:**

- Participates on a health services team with other professionals and paraprofessionals in the delivery of public health nursing services.
- Performs case management activities which includes evaluating the health needs for individuals or special population groups and identifying the symptoms of physical, mental or emotional problems; provides referrals for individuals or families to medical providers, appropriate community agencies or other support services; follows up to ensure services have been obtained and meet the client's needs.
- Develops plans for individuals and families to meet their health care needs, such as coping with care for a family member such as a child, spouse or parent.
- Identifies at-risk populations; develops strategies to meet identified needs and to provide primary prevention and health promotions services to the community.
- Recommends prenatal and post-partum nursing; provides family planning information and counseling.
- Participates in epidemiological investigations in the home, school and the community.
- Provides professional instruction, counseling and guidance to individuals and groups related to the prevention of disease and the promotion of health.
- Assists in the preparation and presentation of community outreach programs for specialized programs and activities.
- Acts as the patient liaison and advocate with medical service resources.
- Responds to public health emergencies and disasters as needed, utilizing the nursing skills authorized under their professional scope of practice.
- Updates and maintains a variety of records, files and charts reflecting patient care activities, progress and results.

#### **Public Health Nurse II (in addition to the above):**

- Interviews and instructs diagnosed and contact cases of communicable disease to promote cure and prevent contagion.
- Participates in the planning, operation and appraisal of a variety of public health clinics.
- Participates in a variety of community screening, educational and related outreach programs;

- conducts presentations, addresses community and school groups related to public health programs.
- Coordinates community health nursing activities with those of other County human service departments.
- Gathers and compiles data related to specialized health assessment and public nursing activities; analyzes statistical information and prepares reports of findings.

**Important:**

- Comply with all County equipment and safety policies and procedures, and California Occupational Safety and Health Administration (CalOSHA) rules and regulations.
- Maintains accurate records and prepares periodic and special reports as required.
- Uses standard office equipment, including a computer, in the course of the work.

**EMPLOYMENT STANDARDS:**

**Knowledge of:**

**Public Health Nurse I:**

- Principles, practices and techniques of providing public health nursing services including diagnosis, treatment, control and prevention of communicable and chronic illness, nutrition and its effect upon various age groups, normal growth and development, including aging and health guidelines for all age groups.
- Principles and practices of health education, counseling, interviewing, instruction and history taking.
- Procedures involved in promoting maternal and child health.
- Information and treatment techniques related to symptoms, treatment alternatives, drug properties and interactions, and preventive health-care measures.
- Applicable laws, codes and regulations, including the California Nurse Practice Act.
- Proper techniques for documenting services provided.
- Community and public agency resources available to the clients served, including extended nursing care.
- Mandatory reporting responsibilities related to suspected abuse or neglect of children, dependent adults, and the elderly.
- Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds.
- Computer applications related to the work.

**Public Health Nurse II (in addition to the above):**

- Demographic, bio-statistical and data collection methods used in evaluating public health rules and regulations.
- Sociological and emotional problems in care of patients with long term-care of individuals.
- Basic techniques and methods used in training design, teaching and instruction for individuals and groups.

**Skill In:**

**Public Health Nurse I:**

- Performing nursing assessment and specified diagnostic tests and instructing others in continuing required treatments.
- Assessing normal health and behavior and developing, implementing and managing effective treatment plans
- Interpreting, applying and explaining laws, rules, policies, procedures and technical information.
- Communicating clear and accurate information regarding clients to physicians and other health providers.
- Preparing clear and accurate procedures, educational materials, reports, correspondence and other written materials.
- Dealing successfully with a variety of individuals from various socio-economic, ethnic and cultural backgrounds.
- Identifying cultural differences on community health care practices.

**Public Health Nurse II (in addition to the above):**

- Using initiative and independent judgment within established policy and procedural guidelines.

- Organizing own work, setting priorities and meeting critical deadlines.
- Interpreting explaining and applying complex requirements, rules and regulations.
- Carrying assigned analytical projects through, from data gathering to completion.

**Ability to:**

- Exercise initiative and sound judgment and make appropriate recommendations.
- Assess and prioritize multiple tasks, projects and demands.
- Interpret, apply and adapt County and department policies, procedures, rules and regulations.
- Communicate and work effectively with public health personnel, health professionals, representative of other agencies and the public.
- Give full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate and not interrupting at inappropriate times.
- Use patience, tact and courtesy
- Maintain accurate records and files.

**Physical Demands:** The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential function of the job, with or without accommodation. Prospective employees must complete a pre-employment medical exam (Occupational Group V) which will measure the ability to:

- See well enough to read fine print and view a computer screen; speak and hear well enough to understand, respond, and communicate clearly in person and on the telephone; independent body mobility sufficient to stand, sit, walk, stoop and bend to access the work environment and a standard office environment; manual dexterity and sufficient use of hands, arms and shoulders to repetitively operate a keyboard and to write; and the ability to sit or walk for prolonged periods of time.
- Mobility to work in a typical clinic setting and use equipment standard to the field.
- Work with infected individuals and tolerate exposure to communicable diseases.
- Lift, carry, push and/or pull equipment and supplies weighing up to 25 pounds on a routine basis.
- Drive a personal motor vehicle in order to visit various work sites and/or attend meetings.

Accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

**Work Environment:**

- Work in a standard office or clinic setting.
- Work may require exposure to sources of potentially contagious pathogens in the course of field duties, while wearing personal protective equipment.
- May be required to work extended hours.
- May be required to attend meetings outside of normal business hours.
- Will be required to be available for call back in emergency situations.

**QUALIFICATIONS:**

The minimum and preferred requirements are listed below. While the following requirements outline the minimum qualifications the County reserves the right to select applicants for further consideration who demonstrate the best qualifications match for the job. Meeting the minimum qualifications does not guarantee further participation in selection procedures:

**Licenses and Certification:**

- The ability to obtain a valid California Class C driver's license within ten (10) days of employment.
- Possess license as a Registered Nurse in the State of California.
- Possess certification as a Public Health Nurse in the State of California.

**Special Requirements:**

- Successfully complete an extensive and thorough background investigation which includes Live Scan fingerprinting.

**Education and Experience:**

**Public Health Nurse I**

**Minimum:** Graduation from a four year college or university with major course work in nursing and possession of a license as a Registered Nurse and a Public Health Nurse certificate.

**Preferred:** In addition to the minimum, some experience in nursing.

**Public Health Nurse II**

**Minimum:** Graduation from a four year college or university with major course work in nursing, possession of a license as a Registered Nurse, a Public Health Nurse certificate, and one year of experience equivalent to the County's class of Public Health Nurse I.

**Preferred:** In addition to the minimum two years experience equivalent to the County's class of Public Health Nurse I.

**This class specification lists the major duties and requirements of the job. Incumbent may be expected to perform job-related duties other than those contained in this document.**

Dept Approval: Department Head  
Date:

Signature: \_\_\_\_\_

Personnel Approval: Analyst  
Date:

Signature: \_\_\_\_\_



## DUTY STATEMENT

**Title:** Office Specialist  
CHDP Clerk  
(30% CHDP, 70% General)  
Kathleen Harriger

**Reports To:** Supervising Public Health Nurse / CHDP Deputy Director

**Definition:** Under the direction of the CHDP Deputy Director, the CHDP Clerk is responsible for the clerical duties of the CHDP program. (S)He performs technical clerical work and exercises independent judgment. (S)He works with providers and consumers to inform them of the CHDP program guidelines.

<b>Duties:</b>	<b><u>CHDP</u></b>	
	2%	Performs activities which include a combination of oral and written information associated with follow-up contacts to clients referred from local social service departments including telephone calls, letters, and home visits with respective documentation required on Social Services forms (PM 357).
	1%	Orders, maintains, and distributes program materials for outreach purposes.
	6.75%	Informs and assists clients and their families in accessing program services.
	6.75%	Identifies and follows up on the need for support services such as scheduling appointments and transportation to assure that the client can access services.
	6.75%	Receives and processes PM160 exams, prepares those designated by a medical or dental provider for further follow-up services.
	4%	Prepares reports, documents and correspondence that relate to the program.
	.5%	Participates in training sessions for providers on claiming program policy and regulations.
	.25%	Maintains current list of CHDP medical and dental providers.
	2%	Provide general clerical support.

## **DUTY STATEMENT**

**Title:** Office Assistant  
(5% CCS, 95% General)  
Veronica Villalobos

**Reports To:** CHDP Deputy Director

**Definition:** Interprets and translates for Spanish speaking CHDP clients to inform them about program requirements, services, and follow-up with recommended medical care.

**Duties:**

- 2.5% Identify barriers and assist the applicant/client, whose primary language is other than English, to secure medical services related to the client's medical condition.
- 2.5% Provide translation to assist the applicant/client, whose primary language is other than English.

## **DUTY STATEMENT**

**Title:** Accounting Technician  
(5% CHDP, 95% General)  
Kathy Goss

**Reports To:** Fiscal Manager

**Definition:** Provides financial and accounting support for the CHDP and CCS grants. This includes performing technical accounting work such as billing, claims, and monitoring expenditures.

**Duties:**

- 1.5% Reviews fiscal procedures and activities to evaluate program compliance/effectiveness.
- 2% Works with CHDP Deputy Director and CCS Administrator in developing budgets and monitors the use of the program funds.
- 1.5% Prepares fiscal reports, documents, and related correspondence.

## **Duty Statement**

**Title:** Public Health Nurse I/II  
CCS Medical Case Manager  
(90% CCS Case Manager, 10% General)  
Robert Hogan

**Reports To:** CCS Administrator

**Definition:** Responsible for the day to day CCS Medical Case Management activities. This must be a Skilled Professional Medical Person (SPMP).

**Duties:** Using skilled professional medical expertise to:

**70%** Perform administrative medical case management activities such as:

Determining the medical rationale to ensure timely and appropriate medical follow-up.

Collecting and interpreting information regarding the applicant/client's medical status and his/her needs for medical services; conducting hospital-based utilization review activities to determine number of days for approval; identifying resources and referrals needed to support a patient's care in the home for his/her medical condition.

Initiating a proactive medical case management plan, including a review of the adequacy and availability of medical services for the applicant/client and participation in medical case management conferences to coordinate medical service needs and program benefits.

Reviewing literature and research articles to determine eligibility and/or benefits relating to a client's specific medical condition.

Reviewing complex physician billing and making fee determinations.

Providing information on specialized medical program services available to medically high-risk children and their families.

Furnishing medical opinions on decisions relating to adjudication of administrative appeals based on program medical eligibility and benefit laws, regulations, and policies.

Determining the estimated cost of medical care for exceptional cases.

Determining the authorizations to be issued for medical services and benefits to paneled medical/allied health providers and vendors based on knowledge and application of program standards and county requirements.

**5%** SPMP Intra/Interagency Collaboration activities such as:

Collaborating with physician groups, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff

to improve the availability and use of medical services.

**5%      Participating in SPMP Program Planning and Policy Development and Quality Management activities such as:**

Developing educational resources regarding CCS services and benefits for use by patients/families, providers, and community agencies.

Interpreting CCS program standards and policy letters to physicians and other health care professionals.

Participating in county program reviews; evaluate performance, attainment of goals/objectives, measure outcomes, etc.

**5%      SPMP and Non-SPMP training activities such as:**

Participating in county, regional, and state-conducted medical training sessions/meetings and attending professional education programs relevant to the role of the medical professional and/or to medical administration of the program(s).

Participating in program-required and/or county, regional, and statewide workshops, meetings, and educational sessions relating to the scope of program benefits and changes in program management.

**5%      Program Specific Administration activities such as:**

Reviewing program standards, regulations, policies, procedures, and health-related educational materials.

Reviewing literature and research articles to apply up-to-date knowledge in delivery of health care services.

Preparing program-related reports, documents, and correspondence.

## **DUTY STATEMENT**

**Title:** CCS Case Manager  
(90% CCS, 10% General)  
Michele Clark

**Reports To:** CCS Administrator

**Definition:** Under the direction of the CCS Administrator and the Director of Nursing, performs duties necessary to the workings of the CCS program in Yuba County. (S)he works closely with the State Regional Office (SRO), providers, families, Health Division staff, and associated agencies in other counties in performing his/her duties.

**Duties:**

- 1% Coordinates and participates in screening programs to facilitate identification of at risk patient population who are eligible for program services.
- 2% Orders, maintains, and distributes CCS/MC program materials to families, community agencies, and health care providers.
- 35% Determines financial and residential eligibility for CCS, conducts interviews of applicant/client family, including screening potential eligibility for Medi-Cal.
- 5% Informs and assists applicant/client and family in accessing other Medicaid program services, as they related to the client's medical condition such as Medi-cal and supplemental services.
- 3% Identifies barriers and assists the applicant/client, whose primary language is other than English, to secure medical services.
- 7% Participates in coordination of activities as required to meet the program(s) mandate in relation to other agencies such as Regional Center, Medi-Cal field office, local education agencies, public health agencies to include Maternal, Child and Adolescent Health services, Medi-Cal managed care programs, hospitals, and special care centers.
- 1% Reviews literature and researches articles to apply up-to-date knowledge in delivery of health care services.
- 2% Develops and reviews program standards, regulations, policies, procedures, and health related educational materials.
- 30% Prepares reports, documents, and correspondence related to the program.
- 2% Participates in program required/conducted county, regional and statewide workshops, meetings, and educational sessions relating to the scope of program benefits and changes in program management.

- 2% Participates in training/education programs which will improve the skill level of the individual staff member in meeting and serving the medical needs for the applicant/client.

## **DUTY STATEMENT**

- Title:** Foster Care Public Health Nurse (PHN)  
(50% CHDP-Foster Care, 50% Children's Services)  
Paulette Almeida
- Reports To:** Supervising Public Health Nurse
- Definition:** Under the direction of the CHDP Deputy Director and in support of the CHDP Program the PHN I/II position will perform a variety of public health nursing duties focused on the concepts of health care coordination for children in foster care. The PHN is expected to exercise independent, professional judgment in dealing with the complex needs and problems faced by children in foster care, their families and service providers. Additionally the PHN must have a thorough and detailed knowledge of the laws, regulations, and procedures governing other health programs available to Medi-Cal patients and children in foster care who do not have Medi-Cal.
- 2.5% Inform and assist child/youth in foster care and foster care providers with the need to obtain preventive health services within 30 days of placement.
- Inform and assist child/youth and foster care providers with the need for support services such as finding appropriate resources and scheduling appointments for medical, dental, mental health and developmental services.
- Promote an understanding of the need to maintain a link to health care services provided through the Child Health and Disability Prevention, Medi-Cal, and Denti-Cal programs.
- 15% Collect and interpret information regarding the client's health status and his/her needs for services to caseworkers, foster care providers, judicial court officers, health care providers; explain the significance of actual and suspected medical conditions to clients, caseworkers, foster care providers and others; identify resources and assist clients, their caseworkers and foster care providers in obtaining comprehensive assessments and treatment services.
- 5% Evaluate and prioritize the client's medical and health care needs based on information obtained from interviews of biological parents, medical and school record reviews, and other medical documentation, etc.
- 5% Consult with the caseworker, foster care provider, and health care provider to develop and update a health plan in the client's case plan.
- 5% Provide follow-up consultation on changes in health status, service needs, and effectiveness of services provided to promote continuity of care.
- 2.5% Collaborate with the caseworker, biological parent and foster care provider to ensure that all necessary medical/health care information is available to those responsible for providing health care for the client, including the Health and Education Passport or its equivalent.
- 2.5% Interpret medical information on specialized health services for medically high-



risk clients and assist the caseworkers and foster care providers to obtain referrals for necessary services.

- 1% Collaborate with caseworkers, medical, dental, mental and developmental health providers, Independent Living Skills Program coordinators, foster care providers, Foster Family Agencies, Group Homes, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff to improve the availability and use of medical services.
- 2.5% Interpret the health care needs of clients in foster care to the medical provider network, other health care service providers, caseworkers, juvenile court officers, and foster care providers.
- 3% Assure that the Health and Education Passport or its equivalent is present and updated as necessary.
- 1% Prepare program-related reports, documents, and correspondence.
- 3% Participate in program-required and/or county, regional, and statewide workshops, meetings, and educational sessions relating to the scope of program benefits and changes in program management.
- 1% Provide program information to caseworkers, juvenile court officers, foster care providers, foster family agencies, group homes, and other service agencies on the public health nursing services available through the HCPCFC.
- 1% Review medical and social services literature and research articles, requiring medical expertise, with a focus on clinical issues, health care service delivery, and ongoing evaluation of the health care needs of clients in foster care.

# California Children's Services Caseload Summary Form

County: Yuba

Fiscal Year: 2010-2011

		A	B				
	CCS Caseload 0 to 21 Years	07-08 Actual Caseload	% of Grand Total	08-09 Actual Caseload	% of Grand Total	09-10 Estimated Caseload based on first three quarters	% of Grand Total
<b>MEDI-CAL</b>							
1	Average of Total Open (Active) Medi- Cal Children	242	61.58%	264	58.54%	290	75%
2	Potential Case Medi-Cal	18	4.58%	20	4.43%	0	0%
3	TOTAL MEDI-CAL (Row 1 + Row 2)	260	66.16%	284	62.97%	290	75%
<b>NON MEDI-CAL</b>							
<b>Healthy Families</b>							
4	Average of Total Open (Active) Healthy Families	65	16.54%	69	15.29%	66	17%
5	Potential Cases Healthy Families	1	0.25%	2	0.44%	0	0%
6	Total Healthy Families (Row 4 + Row 5)	66	16.79%	71	15.73%	66	17%
<b>Straight CCS</b>							
7	Average of Total Open (Active) Straight CCS Children	40	10.18%	66	14.63%	31	8%
8	Potential Cases Straight CCS Children	27	6.87%	30	6.65%	0	0%
9	Total Straight CCS (Row 7 + Row 8)	67	17.05%	96	21.28%	31	9%
10	TOTAL NON MEDI- CAL (Row 6 + Row 9)	133	33.84%	167	37.03%	97	36%
<b>GRAND TOTAL</b>							
11	(Row 3 + Row 10)	393	100%	451	100%	387	100%

## CHDP Program Referral Data

Complete this form using the Instructions found on page 4-8 through 4-10.

County/City:	FY 07-08	FY 08-09	FY 09-10
<b>Basic Informing and CHDP Referrals</b>			
1. Total number of CalWORKs/Medi-Cal cases informed and determined eligible by Department of Social Services	6525		7332
2. Total number of cases and recipients in "1" requesting CHDP services	6992		
a. Number of CalWORKs cases/recipients	289	622	377
b. Number of Foster Care cases/recipients	49	75	51
c. Number of Medi-Cal only cases/recipients	130	247	169
3. Total number of EPSDT eligible recipients and unborn, referred by Department of Social Services' workers who requested the following:			
a. Medical and/or dental services	158	114	70

b. Medical and/or dental services with scheduling and/or transportation	308	279	173
c. Information only (optional)	478	276	56
4. Number of persons who were contacted by telephone, home visit, face-to-face, office visit, or written response to outreach letter	119	61	103
<b>Results of Assistance</b>			
5. Number of recipients actually provided scheduling and/or transportation assistance by program staff	0	0	0
6. Number of recipients in "5" who actually received medical and/or dental services	0	0	0

**Memoranda of Understanding/Interagency Agreement List**

List all current Memoranda of Understanding (MOUs) or Interagency Agreements (IAAs) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOUs and IAAs that are new, have been renewed, or have been revised. For audit purposes, counties or cities should maintain current MOUs and IAAs on file.

County/City: Yuba county

Fiscal Year: 2010-11

Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates From / To	Date Last Reviewed by County/ City	Name of Person Responsible for this MOU/IAA?	Did this MOU/IAA Change? (Yes or No)
Vision Service Plan	MOU	1998	2010	Supervising PHN / Jane Norberg	No
Health Net	MOU	1998	2010	Supervising PHN / Jane Norberg	No
Access Dental	MOU	1998	2010	Supervising PHN / Jane Norberg	No
DentiCare	MOU	1999	2010	Supervising PHN / Jane Norberg	No
HCPCF	MOU	July 2009 - June 2011	11/2010	Supervising PHN / Jane Norberg	No
Health Families and CCS MOU	MOU	2000	2010	Supervising PHN / Jane Norberg	No
DSS	IAA	July 2009 – June 2011	11/2010	Supervising PHN / Jane Norberg	No
Safe Guard Vision	MOU	2005	2010	Supervising PHN / Jane Norberg	No
Blue Cross	MOU	2006	2010	Supervising PHN / Jane Norberg	No
Eyemed Vision Care	MOU	2005	2010	Supervising PHN / Jane Norberg	No

**CHDP Administrative Budget Worksheet for FY 2010-2011**  
**No County/City Match**  
**State and State/Federal**

County/City Name: YUBA

Column	1A	1B	1	2A	2	3A	3	4A	4	5A	5
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	CHDP % or FTE	Total CHDP Budget	Total Medi-Cal %	Total Medi-Cal Budget (4 + 5)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
<b>Personnel Expenses</b>											
1. Sup PHN - Norberg	25%	\$79,944	\$19,986	0%		100%	\$19,986	80%	\$15,989	20%	\$3,997
2. PHN II - Anderson	50%	\$67,840	\$33,920				\$33,920	80%	\$27,136	20%	\$6,784
3. PHN II - Lacoste	10%	\$57,459	\$5,746				\$5,746	80%	\$4,597	20%	\$1,149
4. Office Spec. - Harriger	30%	\$34,968	\$10,490				\$10,490			100%	\$10,490
5. Acct. Tech. - Goss	5%	\$41,958	\$2,098				\$2,098			100%	\$2,098
6.											
7.											
8.											
9.											
10.	1.20										
Total Salaries and Wages			\$72,240				\$72,240		\$47,722		\$24,519
Less Salary Savings											
Net Salaries and Wages			\$72,240				\$72,240		\$47,722		\$24,519
Staff Benefits (Specify %) (Actual)			\$21,435				\$21,435		\$13,507		\$7,928
<b>I. Total Personnel Expenses</b>			\$93,675				\$93,675		\$61,228		\$32,447
<b>II. Operating Expenses</b>											
1. Travel			\$300				\$300		\$240		\$60
2. Training			\$300				\$300		\$240		\$60
3. Office Expense			\$1,250				\$1,250				\$1,250
4. Educational Materials			\$1,700				\$1,700				\$1,700
5. Space Rent			\$4,925				\$4,925				\$4,925
6. Communications			\$254				\$254				\$254
7. Provider Training			\$1,100				\$1,100				\$1,100
8.											
9.											
10.											
<b>II. Total Operating Expenses</b>			\$9,829				\$9,829		\$480		\$9,349
<b>III. Capital Expenses</b>											
1.											
2.											
3.											
4.											
5.											
<b>III. Total Capital Expenses</b>											
<b>IV. Indirect Expenses</b>											
1. Internal (Specify %) 10.00%			\$9,368				\$9,368				\$9,368
2. External (Specify %) 0.00%											
<b>IV. Total Indirect Expenses</b>			\$9,368				\$9,368				\$9,368
<b>V. Other Expenses</b>											
1.											
2.											
3.											
4.											
5.											
<b>V. Total Other Expenses</b>											
<b>Budget Grand Total</b>			\$112,871		\$0		\$112,871		\$61,708		\$51,163

Prepared By (Signature)

CHDP Director or  
Deputy Director

Date Prepared

Date

530-749-3278

Phone Number

kgoss@co.yuba.ca.us

Email Address

530-749-6805

Phone Number

jnorberg@co.yuba.ca.us

Email Address

## CHDP Administrative Budget Summary for FY 2010-11

No County/City Match

County/City Name: YUBA

Column	1	2	3	4	5
Category/Line Item	Total Budget (2 + 3)	Total CHDP Budget	Total Medi-Cal Budget (4 + 5)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$93,676	\$0	\$93,676	\$61,228	\$32,447
II. Total Operating Expenses	\$9,829	\$0	\$9,829	\$480	\$9,349
III. Total Capital Expenses					
IV. Total Indirect Expenses	\$9,368	\$0	\$9,368		\$9,368
V. Total Other Expenses					
Budget Grand Total	\$112,872	\$0	\$112,872	\$61,708	\$51,164

Column	1	2	3	4	5
Source of Funds	Total Funds	Total CHDP Budget	Total Medi-Cal Budget	Enhanced State/Federal	Nonenhanced State/Federal
State General Funds	\$0	\$0			
Medi-Cal Funds:			\$112,872		
State	\$41,009		\$41,009	\$15,427	\$25,582
Federal (Title XIX)	\$71,863		\$71,863	\$46,281	\$25,582

Prepared By (Signature) Kathy Goss Date Prepared 11/1/10 Phone Number 530-749-6278 Email Address kgoss@co.yuba.ca.us

CHDP Director or Deputy Carrie York Date 10/2/10 Phone Number 530-749-6805 Email Address inorberg@co.yuba.ca.us  
 Director (Signature)

CHDP  
Budget Narrative  
Fiscal Year 2010-2011

I. **PERSONNEL EXPENSES**

Total Salaries:	\$72,240
Total Benefits:	\$21,435

<b>Total Personnel Expenses:</b>	<b>\$ 93,675</b>
----------------------------------	------------------

II. **OPERATING EXPENSES**

1 <u>Travel</u>	\$300	Includes travel to Statewide conferences, regional meetings, travel for approved training, daily business, personal vehicle use mileage at current approved Co. rate. and per diem for lodging/meals.
2 <u>Training</u>	\$300	Cost of registration for conferences and workshops
3 <u>Office Expense</u>	\$1,250	Office supplies, Copies, Postage and various materials for day to day operations
4 <u>Educational Material</u>	\$1,700	Public Health is working towards lowering the percentage of obese children in the community. CHDP staff during outreach activities will hand out educational material to health providers and the community.
5 <u>Space Rental</u>	\$4,925	1.2 FTE's x 150 Sq Ft per x \$2.28 per sq. ft x 12 months
6 <u>Communications</u>	\$254	\$17.64 per FTE x 12 months x 1.2 FTE
7 <u>Provider Training</u>	\$1,100	Materials & Supplies for training of new providers

<b>Total Operating Expenses:</b>	<b>\$ 9,829</b>
----------------------------------	-----------------

III. **CAPITAL EXPENDITURES**      \$ -

IV. **INDIRECT EXPENSE**

1 <u>Internal</u>	\$ 9,368	10% of Total Personnel Expense to cover indirect expenses.
2 <u>External</u>	\$ -	

<b>Total Indirect Expenses:</b>	<b>\$ 9,368</b>
---------------------------------	-----------------

V. **Other Expenses**

<b>Total Other Expenses:</b>	<b>\$ -</b>
------------------------------	-------------

<b><u>BUDGET GRAND TOTAL:</u></b>	<b><u>\$ 112,872</u></b>
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## HCPFC Administrative Budget Summary

Fiscal Year 2010-11

County/City Name: Yuba

Column	1	2	3
Category/Line Item	Total Budget (2 + 3)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$45,678	\$25,811	\$19,866
II. Total Operating Expenses	\$890	\$445	\$445
III. Total Capital Expenses			
IV. Total Indirect Expenses	\$4,568		\$4,568
V. Total Other Expenses			
Budget Grand Total	\$51,135	\$26,256	\$24,878

Column	1	2	3
Source of Funds	Total Funds	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
State Funds	\$19,003	\$6,564	\$12,439
Federal Funds (Title XIX)	\$32,132	\$19,693	\$12,439
Budget Grand Total	\$51,135		

Lorrie Synak

10/18/2010 (530) 749-6233

lsynak@co.yuba.ca.us

Prepared By (Signature)

Date Prepared

Phone Number

Email Address

CHDP Director or Deputy Director

(Signature)

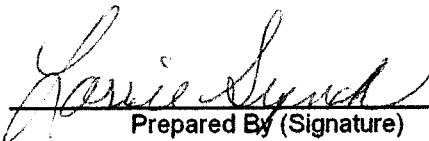
Date

Phone Number

Email Address

**HPCFC Administrative Budget Worksheet**  
**Fiscal Year 2010-11**  
**County/City Name: YUBA**

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
<b>I. Personnel Expenses</b>							
1. Almeida, Paulette -PHN I/II - 32 hrs	50%	\$61,624	\$30,812	60%	\$18,487	40%	\$12,325
2. Norberg, Jane- Supervising PHN	6.5%	\$79,944	\$5,196	20%	\$1,039	80%	\$4,157
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Salaries and Wages	56.5%		\$36,008		\$19,526		\$16,482
Less Salary Savings							
Net Salaries and Wages			\$36,008		\$19,526		\$16,482
Staff Benefits (Specify %) Actual			\$9,669		\$6,285		\$3,384
<b>I. Total Personnel Expenses</b>			\$45,679		\$25,811		\$19,866
<b>II. Operating Expenses</b>							
1. Travel			\$290	50%	\$145	50%	\$145
2. Training			\$600	50%	\$300	50%	\$300
<b>II. Total Operating Expenses</b>			\$890		\$445		\$445
<b>III. Capital Expenses</b>							
1.							
2.							
<b>III. Total Capital Expenses</b>							
<b>IV. Indirect Expenses (10% Cap)</b>							
1. Internal (Specify %) 10.00%			\$4,568				\$4,568
2. External							
<b>IV. Total Indirect Expenses</b>			\$4,568				\$4,568
<b>V. Other Expenses</b>							
1.							
2.							
<b>V. Total Other Expenses</b>							
<b>Budget Grand Total</b>			\$51,136		\$26,256		\$24,880

  
 Prepared By (Signature)

10/18/2010

Date prepared

(530) 749-6233

Phone Number

lsynak@co.yuba.ca.us

Email Address

  
 CHDP/Director or Deputy Director (Signature)

12/2/10  
Date(530) 749-6805  
Phone Numberjnorberg@co.yuba.ca.us  
Email Address

HCPCFC  
Foster Care  
Budget Narrative  
FY 2010-2011

I. **PERSONNEL EXPENSES**

Total Salaries: \$36,008

Total Benefits: \$9,669

Benefits are calculated as actuals

**Total Personnel Expenses: \$ 45,678**

II. **OPERATING EXPENSES**

1 Travel \$290

Personal vehicle use mileage at current approved Co. rate and per diem for lodging/meals.

2 Training \$600

Cost of registration for conferences and workshops

**Total Operating Expenses: \$ 890**

III. **CAPITAL EXPENDITURES** \$ -

IV. **INDIRECT EXPENSE**

1 Internal \$4,568

10% of Total Personnel Expense to cover indirect expenses.

2 External \$ -

**Total Indirect Expenses: \$ 4,568**

V. **OTHER EXPENSES** \$ -

**BUDGET GRAND TOTAL: \$ 51,135**

## CCS Administrative Budget Summary for FY 21 FY 2010-11

County Name: YUBA

CCS CASELOAD	Actual Caseload	Percent of Grand Total
<b>MEDI-CAL</b>		
Average of Total Open (Active) Medi-Cal Children	290	75%
Potential Cases Medi-Cal	0	0%
<b>TOTAL MEDI-CAL</b>	290	75%
<b>NON MEDI-CAL</b>		
Healthy Families		
Average of Total Open (Active) HF Children	66	17%
Potential Cases HF	0	0%
<b>Total Healthy Families</b>	66	17%
<b>Straight CCS</b>		
Average of Total Open (Active) Straight CCS Children	31	8%
Potential Cases Straight CCS	0	0%
<b>Total Straight CCS</b>	31	8%
<b>TOTAL NON MEDI-CAL</b>	97	25%
<b>GRAND TOTAL</b>	387	100%

Column	1	2	3	4	5
Category/Line Item	Total Budget	Non-Medi-Cal County/State/HF Co/State/Federal	Total Medi-Cal State/Federal	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expense	\$198,200	\$49,680	\$148,520	\$96,010	\$52,510
II. Total Operating Expense	\$11,980	\$3,003	\$8,977	\$513	\$8,464
III. Total Capital Expense					
IV. Total Indirect Expense	\$19,820	\$4,967	\$14,853		\$14,853
V. Total Other Expense	\$6,999	\$1,754	\$5,245		\$5,245
<b>Budget Grand Total</b>	<b>\$236,999</b>	<b>\$59,404</b>	<b>\$177,595</b>	<b>\$96,523</b>	<b>\$81,072</b>

Column	1	2	3	4	5
Source of Funds	Total Budget	Non-Medi-Cal County/State/HF Co/State/Federal	Total Medi-Cal State/Federal	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
<b>Straight CCS</b>					
State	\$9,492	\$9,492			
County	\$9,492	\$9,492			
<b>CCS Healthy Families</b>					
State	\$7,073	\$7,073			
County	\$7,073	\$7,073			
<b>Federal (Title XXI)</b>					
Federal (Title XXI)	\$26,272	\$26,272			
<b>Medi-Cal Funds:</b>					
State	\$64,667		\$64,667	\$24,131	\$40,536
<b>Federal (Title XIX)</b>					
Federal (Title XIX)	\$112,929		\$112,929	\$72,392	\$40,536

Prepared by (Signature) *Donna Clark* Date Prepared *12-1-2010*  
 CCS Administrator (Signature) *Donna Clark* Date *12/1/10*  
 YUBA COUNTY Phone Number (530) 749-6467 Email Address *dclark@co.yuba.ca.us*  
 Phone Number (530) 749-6805 Email Address *jnorberg@co.yuba.ca.us*

## CCS Administrative Budget Worksheet for FY 2010-11

County Name: YUBA

CCS CASELOAD	Actual Caseload 07/08	Percent of Grand Total
<b>MEDI-CAL</b>		
Average of Total Open (Active) Medi-Cal Children	290	75%
Potential Cases Medi-Cal	0	0%
<b>TOTAL MEDI-CAL</b>	290	75%
<b>NON MEDI-CAL</b>		
Healthy Families		
Average of Total Open (Active) HF Children	66	17%
Potential Cases HF	0	0%
<b>Total Healthy Families</b>	66	17%
<b>Straight CCS</b>		
Average of Total Open (Active) Straight CCS Children	31	8%
Potential Cases Straight CCS	0	0%
<b>Total Straight CCS</b>	31	8%
<b>TOTAL NON MEDI-CAL</b>	97	25%
<b>GRAND TOTAL</b>	387	100%

Column	1	2	3	4A	4	5A	5	6A	6	7A	7
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5)	% FTE	Non-Medi-Cal County/State (50/50)	% FTE	Medi-Cal (6 + 7)	% FTE	Medi-Cal Enhanced	% FTE	Medi-Cal Nonenhanced State/Federal (50/50)
<b>I. Personnel Expense</b>											
Program Administration											
Norberg, Jane - Supervising PHN	5%	\$79,944	\$3,997	25%	\$1,003	75%	\$2,995			100%	\$2,995
Clark, Donna - Admin Analyst	3%	\$71,103	\$2,133	25%	\$536	75%	\$1,598			100%	\$1,598
Subtotal		\$151,047	\$6,130		\$1,539		\$4,594				\$4,594
Medical Case Management											
Hogan, Robert - PHN II	90%	\$76,953	\$69,258	25%	\$17,359	75%	\$51,899	97%	\$50,342	3%	\$1,557
Anderson, Cheryl - PHN II	21%	\$67,840	\$14,246	25%	\$3,571	75%	\$10,676	97%	\$10,355	3%	\$320
Subtotal		\$144,793	\$83,504		\$20,930		\$62,574		\$60,697		\$1,877
Other Health Care Professionals											
Subtotal											
Ancillary Support											
Clark, Michele - CCS Case Manager	90%	\$51,996	\$46,796	25%	\$11,729	75%	\$35,067			100%	\$35,067
Subtotal		\$51,996	\$46,796		\$11,729		\$35,067				\$35,067
Clerical and Claims Support											
Veronica Villalobos, Office Assist.	5%	\$31,104	\$1,555	25%	\$390	75%	\$1,165			100%	\$1,165
Subtotal			\$1,555		\$390		\$1,165				\$1,165
FTE 2.14											

Column	1	2	3	4A	4	5A	5	6A	6	7A	7
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5)	% FTE	Non-Medi-Cal County/State (50/50)	% FTE	Medi-Cal (6 + 7)	% FTE	Medi-Cal Enhanced	% FTE	Medi-Cal Nonenhanced State/Federal (50/50)
Total Salary and Wages			\$137,986		\$34,588		\$103,400		\$60,687		\$42,703
Less Salary Savings											
Net Salary and Wages			\$137,986		\$34,588		\$103,400		\$60,687		\$42,703
Staff Benefits (Specify %)			\$50,212	25%	\$15,092	75%	\$45,120		\$35,313		\$9,807
I. Total Personnel Expense			\$198,198		\$49,680		\$148,520		\$96,010		\$52,510
II. Operating Expense											
1. Travel			\$375	25%	\$94	75%	\$281	80%	\$263	20%	\$18
2. Training			\$450	25%	\$113	75%	\$337	80%	\$250	20%	\$87
3. Office Expense			\$2,031	25%	\$508	75%	\$1,522				\$1,522
4. Space Rent			\$8,706	25%	\$2,182	75%	\$6,524				\$6,524
5. Communication			\$418	25%	\$105	75%	\$313				\$313
II. Total Operating Expense			\$11,960		\$3,003		\$8,977		\$513		\$8,464
III. Capital Expense											
II. Total Capital Expense											
IV. Indirect Expense											
1. Internal			\$19,820	25%	\$4,968	75%	\$14,852			100%	\$14,852
2. External											
IV. Total Indirect Expense			\$19,820		\$4,968		\$14,852				\$14,852
V. Other Expense											
1. Maintenance and Transportation			\$7,000	25%	\$1,755	75%	\$5,245			100%	\$5,245
V. Total Other Expense			\$7,000		\$1,755		\$5,245				\$5,245
Budget Grand Total			\$236,997		\$59,404		\$177,595		\$96,523		\$81,072

Prepared By (Signature) *[Signature]* Date Prepared *12-1-2010* dclark@co.yuba.ca.us  
 Phone Number (530) 749-6467 email address  
 PCS Administrator (Signature) *[Signature]* Date Signed *12-1-2010* jnorberg@co.yuba.ca.us  
 Phone Number (530) 749-6805 email address

## Combined

**WORKSHEET**  
**TO DETERMINE FUNDING SOURCES FOR ADMINISTRATIVE ACTIVITIES**  
**RELATED TO HEALTHY FAMILIES FOR FY 2010-11**  
 County      YUBA

**\*\* This worksheet is formula driven. Fill in shaded areas and the calculations will be entered automatically**

**Caseload Percentages**

<b>1</b>	Enter the total Non Medi-Cal Caseload (from the Caseload Box on the Budget Summary)
<b>2</b>	Enter The total Healthy Families Caseload (from Caseload Box on the Budget Summary) and divide by the total Non Medi-Cal Caseload (line 2a divided by line 1(a))
<b>3</b>	Enter the Total CCS Caseload (from the caseload box on the Budget Summary) and divide by the total Non Medi-Cal Caseload (line 3(a) divided by line 1(a))

**(a)****(b)**

97
66
31

68.04%

31.96%

**SOURCE OF FUNDS****Straight CCS**

<b>4</b>	Enter Budget Grand Total for Non Medi-Cal (from Budget Summary, Column 2)
<b>5</b>	Total Straight CCS Dollars (multiply CCS percentage, line 3(b) x line 4(a))
<b>6</b>	State (Line 5(a) x 50%)
<b>7</b>	County (subtract Line 6(b) from Line 5(a))

\$59,404

\$18,985

(Transfer to Budget Summary, Column 2)

\$9,492

(Transfer to Budget Summary, Column 2)

\$9,492

**CCS Healthy Families**

<b>8</b>	Determine Total Healthy Families Dollars (HF percentage from line 2, column b above x total Straight CCS dollars, Line 4, column a)
<b>9</b>	State/County (35%) (multiply Total Healthy Families Dollars, line 8, column (a) by 35%)
<b>10</b>	State (multiply line 9, column (a) by 50%)
<b>11</b>	County (subtract line 10(b) from line 9(a))
<b>12</b>	Federal Title XXI (65%) (multiply Total Healthy Families Dollars, line 8, column (a) by 65%)

\$40,419

\$14,147

(Transfer to Budget Summary, Column 2)

\$7,073

(Transfer to Budget Summary, Column 2)

\$7,073

(Transfer to Budget Summary, Column 2)

\$26,272

**Budget Grand Total (equals Budget Grand Total for Non Medi-Cal from Budget Summary)**

**\$59,404**

CCS  
Budget Narrative  
Fiscal Year 2010-2011

I. **PERSONNEL EXPENSES**

Total Salaries:	\$137,986
Total Benefits:	\$60,212
<b>Total Personnel Expenses:</b>	<b>\$ 198,198</b>

II. **OPERATING EXPENSES**

1 <u>Travel</u>	\$375	Includes travel to statewide conferences, regional meetings, travel for approved training, daily business, personal vehicle use mileage at current Co. approved rate , and per diem for lodging/meals.
2 <u>Training</u>	\$450	Cost of registration for conferences and workshops
3 <u>Office Expense</u>	\$2,031	Office supplies, printing, copies, educational material postage.
4 <u>Space Rental</u>	\$8,706	2.14 FTE's x 150 Sq Ft per x \$2.26 x 12 Months
5 <u>Communications</u>	\$418	Long distance charges for program usage. \$16.28 per FTE x 12 months x 2.14 FTE

**Total Operating Expenses: \$ 11,980**

III. **CAPITAL EXPENDITURES**                      \$ -

IV. **INDIRECT EXPENSE**

1 <u>Internal</u>	\$19,820	10% of Total Personnel Expense to cover indirect expenses.
2 <u>External</u>	\$ -	
<b>Total Indirect Expenses:</b>	<b>\$ 19,820</b>	

V. **OTHER EXPENSES**

1 <u>Maintenance &amp; Transportation</u>	\$7,000
<b>Total Other Expenses:</b>	<b>\$ 7,000</b>

**BUDGET GRAND TOTAL:**                      **\$ 236,997**