

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 8th Street, the County Library, 303 Second Street, Marysville, and www.co.yuba.ca.us. Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

FEBRUARY 22, 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 letter supporting California Fire Safe Councils request for three (3) million dollars of the remaining proposition 84 funds to be used to fund Fire Safe Coordinators in the Sierras and authorize the Chairman to execute same. (073-11)

B. **Board of Supervisors**

1. Approve removing Paul Shelgren from the Fish and Game Advisory Commission as recommended by the Commission. (Ten minute estimate) (074-11)

C. **Clerk of the Board of Supervisors**

1. Approve minutes of the meetings of February 8 and 9, 2011. (075-11)

D. **Community Development and Services**

1. Award contract to R.M. Harris Company, Inc., apparent low bidder, for the Honcut Creek Bridge project and authorize the Chair to execute same upon review and approval of Counsel. (076-11)

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

V. **COUNTY DEPARTMENTS**

A. **Health and Human Services**

1. Adopt resolution authorizing the Director of Health and Human Services Department to submit proposals to the State of California, Department of Veterans Affairs to obtain funding for the purposes of improving utilization of veterans benefits for California veterans and authorizing the Chairman to accept, if awarded, any and all funds on behalf of the County. (Ten minutes estimate) (077-11)

B. Board of Supervisors

1. Consider letter from Bridget Barnes regarding Ostrom Road Landfill Conditional Use Permit and take action as appropriate. (Continued from February 8, 2011) (Thirty minute estimate) (065-11)

VI. **CORRESPONDENCE - (078-11)**

- A. Letter from State of California Department of Child Support Services regarding medical support requirement in child support orders to comply with Senate Bill 580, effective January 1, 2011.
- B. Two letters from Mr. Jeffrey Olson requesting support of a resolution for General Vang Pao's burial at Arlington National Cemetery and the naming of a county conference room in honor of Ms. Sandy Fonley.

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

VIII. **ADJOURN**

COMMITTEE MEETINGS

9:15 A.M. Finance and Administration Committee - (Supervisors Abe and Stocker - Alternate Supervisor Vasquez)

- A. Consider Memorandum of Understanding with Yuba County Water Agency for Geographic Information System Services - Administrative Services (Five minute estimate) (079-11)

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

- A. Consider agreement with Yuba Community College for services for the Independent Living Program in the amount of \$58,645, for the term of July 1, 2010 through June 30, 2011 - Health and Human Services (Ten minute estimate) (080-11)
- B. Consider Director of Health and Human Services providing a 30-day notice no later than March 1, 2011 to stop payment for services provided by residential treatment facilities to students who were placed in these facilities under Assembly Bill (AB) 3632, and to notify all affected school districts in Yuba County and the parents impacted by this action - Health and Human Services (Ten minute estimate) (081-11)

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.

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CONSENT
AGENDA

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The County of Yuba

Agricultural Commissioner – Weights & Measures
915 8th Street, Suite 127 – Marysville, CA 95901

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




073-11

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

KEVIN ROUSH
ASSISTANT
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES

TO: Honorable Board of Supervisors, Yuba County

FROM: Louie B. Mendoza Jr., Agricultural Commissioner 

SUBJECT: **California Fire Safe Councils – Prop 84:** Letter of Support

DATE: February 22, 2011

Recommendation

Approve letter of support for the California Fire Safe Councils request for three (3) million dollars of the remaining proposition 84 funds to be used to fund Fire Safe Coordinators in the Sierras and authorize the Chairman of the Board of Supervisors to execute.

Background

The Yuba Watershed Protection and Fire Safe Council Coordinator position has been funded by HR 2389 and 1424 for past nine years. Given the federal budget climate, it is doubtful that this funding will be reauthorized by Congress. Currently, the Agricultural Commissioner oversees the funds and contract for the Fire Safe Coordinator position. There are sufficient funds to maintain a Fire Safe Coordinator position for the remaining fiscal year and for the 2011/12 fiscal year. The future loss of the Yuba Watershed Protection and Fire Safe Council Coordinator position will greatly reduce the amount of work that can be achieved by the Yuba Watershed Protection and Fire Safe Council.

Discussion

The Sierra Nevada Conservancy (SNC) through proposition 84 has three (3) million dollars in remaining funds that can be used to fund Fire Safe Coordinator positions in the Sierras. The Yuba Watershed Protection & Fire Safe Council has implemented over two (2) million dollars in grant projects that have played a major role in stopping three wildfires and protecting the Yuba River watershed. Their work supports actions that are identified in the Sierra Nevada Forest and Community Initiative that calls for collaborative efforts to address catastrophic fire's threat to Sierra communities, watersheds and wildlife.

By supporting the California State Fire Safe Councils request, it will provide funds to extend the current Fire Safe Coordinator position for the Yuba Watershed Protection and Fire Safe Council an additional three (3) years and allow the Council to continue their successful endeavors.

Committee Action:

This item is being brought directly to the board due to time constraints.

Fiscal Impact:

No funding impact to the county general fund is associated with this letter of support

Attachments: - Letter of Support

H:\Louie's folder\Fire Safe\Board Memo for california fire safe councils support Feb_22_2011.doc

Board of Supervisors letterhead

Mr. Jim Branham
Executive Officer
Sierra Nevada Conservancy
11521 Blocker Drive
Suite 205
Auburn, CA 95603

Dear Mr. Branham,

The Yuba County Board of Supervisors is sending this letter to express support for the California Fire Safe Councils request for three million dollars of the remaining Proposition 84 funds. This funding will be used to extend the Fire Safe Council coordinator positions in the Sierras for three years. In our County, the Yuba Watershed Protection & Fire Safe Council has implemented over two (2) million dollars in grant funded projects that have played a major role in stopping three wildfires and protecting the Yuba River watershed. Their work supports actions that are identified in the Sierra Nevada Forest and Community Initiative that calls for collaborative efforts to address catastrophic fire's threat to Sierra communities, watersheds and wildlife. The coordinator position has been funded by HR 2389 and 1424 for the past nine years. Given the federal budget climate, it is doubtful that this funding will be reauthorized by Congress. The loss of the Coordinators position will greatly reduce the amount of work that can be achieved for the safety of Yuba County businesses and residents.

We request your support of the California State Fire Safe Council's request to extend Fire Safe coordination extending for three years in Yuba County and ensure continuance of their successful endeavors.

Sincerely,

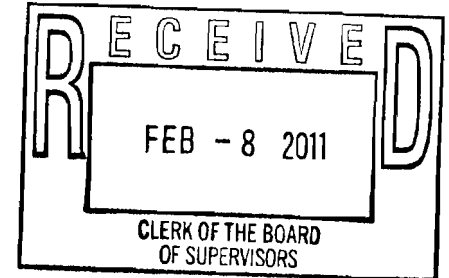
Roger Abe
Chairman of the Board

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The County of Yuba

Fish and Game Commission



To: The Honorable Board of Supervisors
From: Todd Quist, Commission Secretary
Subject: Fish & Game Commission member termination
Date: February 8, 2011

At the Yuba County Fish & Game Commission meeting on February 3, 2011, the Commission unanimously voted to recommend the termination of Paul Shelgren as a member of the Commission. As per the Fish & Game Commission bylaws, specifically 92-070, "If a Commission member fails to attend three regular meetings in the calendar year, a majority vote shall be taken to recommend termination." Mr. Shelgren has not been to a Commission meeting since December 3, 2009.

It is the recommendation of the Yuba County Fish & Game Commission to remove Mr. Shelgren from the Commission in order to allow someone to fill his position that will actively participate in Fish & Game meetings.

If you have any questions, feel free to contact me at 749-5413.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Quist", written over a horizontal line.

Todd Quist, Commission Secretary

*Yuba County Fish and Game Commission
Deborah Byrne, Chair
Yuba County Agriculture Department
915 8th Street, Suite 127
Marysville, CA 95901*

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The County of Yuba

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

FEBRUARY 8, 2011 – MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:51 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 Abe presided.

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Abe

Chairman Abe announced in the matter of the one case of Threatened litigation the name of the claimant is Billy Wilden Sr.

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: Andy Vasquez

SECOND: John Nicoletti

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

A. Community Development and Services

1. Approve lease agreement with North Yuba Little League for joint use and associated improvements at the North Yuba Little League complex known as Sperbeck Field in Browns Valley and authorize the Chairman to execute same. (Land Use and Public Works Committee recommends approval) (056-11) Approved.
2. Adopt resolution summarily vacating bike easement over lot "H" of Tract Map No. 98-578, Rio Del Oro, Large Lot Final Map. (Land Use and Public Works committee recommends approval.) (057-11) Adopted Resolution No. 2011-11, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION SUMMARILY VACATING BIKE EASEMENT OVER LOT "H" OF TRACT MAP NO. 98-578, RIO DEL ORO."
3. Approve Memorandum of Understanding with City of Yuba City regarding routine maintenance responsibilities for the Fifth Street Bridge and authorize Chairman to execute same. (058-11) Approved.

B. County Administrator

1. Approve authorization of a Regional Waste Management Authority grant application on the County's behalf for the Local Government Waste Tire Cleanup and Amnesty Event Grant Program by authorizing the County Administrative Officer to execute submittal letter. (059-11) Approved.

IV. SPECIAL PRESENTATION

1. Present proclamation to Virgil Zimmerman honoring his years of service on the Planning Commission. (Five minute estimate) (060-11) Supervisor Vasquez presented the proclamation to Mr. Zimmerman.

V. PUBLIC COMMUNICATIONS:

Mr. Glen Green, West Linda, voiced concerns regarding Pacific Gas and Electric underground utilities and lack of Board representation at a meeting held February 4, 2011.

Mr. Charlie Foster, West Linda, expressed concerns regarding the age of the gas lines and advised his property is situated between two lines.

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

- A. Public Hearing - Hold public hearing and approve amended Conflict of Interest Codes for the Marysville Levee Commission, Wheatland Cemetery District, Yuba Local Agency Formation Commission, Yuba County, and Yuba County Water Agency. (061-11) Deputy County Counsel Pat Garamone provided a brief recap and responded to Board inquiries.

Chairman Abe opened the public hearing. No one came forward.

MOTION: Move to approve amended Conflict of Interest Codes

MOVED: John Nicoletti

SECOND: Hal Stocker

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

VII. COUNTY DEPARTMENTS

A. Board of Supervisors

1. Consider letter from Bridget Barnes regarding Ostrom Road Landfill Conditional Use Permit and take action as appropriate. (Fifteen minute estimate) (065-11) Community Development and Services Director Kevin Mallen advised staff has reviewed the letter provided and are in the process of gathering information and preparing a report to present to the Board at the February 22, 2011 meeting and responded to Board inquiries.

Counsel Angil Morris-Jones responded to specific questions regarding procedures for complaints to the Planning Commission.

The following individuals spoke:

- Ms. Sandra Gilbert, Wheatland, raised concerns regarding the possibility of hazardous waste, and sewer sludge leaking into best slough.

- Mr. Mike Comant, Rio Oso, urged the Board to review the Farm Bureau Policy Handbook sections regarding property rights, air quality, waste disposal, hazardous materials, inspections and regulations and sewage disposal.
- Ms. DD Levine, U C Davis student, expressed concerns regarding landfill liner longevity and shared an article from the American Medical Association.
- Ms. Brigit Barnes, voiced concerns regarding changes in the design and operations of the Ostrom Road Landfill facility through a series modifications to their use permit which had not been presented to the Board of Supervisors for review and requested the Board establish a procedure to review changes made to the existing use permit.
- Dr. Richard Paskowitz, Yuba Group Against Garbage (YUGAG), urged transparency in decisions regarding the landfill and adequate information be readily available
- Mr. Roy Crabtree, Wheatland, urged the Board to consider impacts to public health from airborne contaminants and fungus.
- Mr. Dave Vaughn, Recology Vice President, stated Recology looks forward to working with the County, Ms. Barnes, and the Yuba Group Against Garbage to try to resolve these matters.

Following Board discussion staff was directed to prepare reports and return to the Board on February 22, 2011.

Chairman Abe formed an ad hoc committee appointing Supervisors Vasquez and Stocker to review host tipping fees to remain active until December 31, 2011.

VIII. CORRESPONDENCE - (062-11)

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

- A. Letter from Federal Emergency Management Agency revalidating determinations for properties in letters of map changes previously issued.
- B. Brochure from National Association of Counties regarding April 2011 as National County Government Month.
- C. Letter from Reclamation District (RD) 784 requesting abandonment of Murphy Road west of Feather River Boulevard. Referred to Community Development.
- D. Memo from RD 784 enclosing a copy of Escrow documents from Leslye Rossiter of North State Title Company concerning conveyance of portions of Ella Basin to RD 784 and payment of pro-rata taxes. Referred to Auditor.
- E. Memo from Amador County Board of Supervisors regarding Tax Neutrality Guidelines for Pacific Gas and Electric donated lands.
- F. Letter from Area 4 Agency on Aging Advisory Council advising of three vacancies.

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

Supervisor Griego:

- Local Area Formation Commission meeting held February 2, 2011
- Sacramento Area Council of Governments meeting held February 3, 2011
- Tri-County Education Awards held in Colusa
- Feather River Air Quality Management District meeting held February 4, 2011

Supervisor Nicoletti:

- Peach Tree Health Care working retreat and Marysville City/County liaison meetings held February 4, 2011
- Reduction in Community Services Commission funding will effect senior meals and other outreach efforts
- Three Rivers Levee Improvement Authority is tracking FEMA de-accreditation letter
- Request input from Community Development staff regarding aging Pacific Gas and Electric gas mains

Supervisor Abe:

- Attended Local Area Formation Commission meeting held February 2, 2011
- Feather River Air Quality Management District meeting held February 4, 2011

X. CLOSED SESSION: The Board retired into closed session at 11:28 a.m.

A. Threatened litigation pursuant to Government Code §54956.9(b) - One claim/Billy Wilden Sr.

The Board returned from closed session at 11:33 a.m. with all members present as indicated above.

Counsel advised the Board voted unanimously to deny the claim of Billy Wilden Sr., and authorized referral to Porter Scott.

XI. RECESS: The Board recessed at 11:34 a.m. and reconvened at 2:00 p.m. with all Board members present as indicated above.

XII. 2:00 P.M. SPECIAL PRESENTATION

A. Receive information on Draft General Plan 2030 and Draft Environmental Impact Report contents. (No additional background) (90 minute estimate) (063-11)

Community Development and Services Director Kevin Mallen provided a Power Point presentation recapping the following and responded to Board inquiries:

- Definition of a General Plan
- Balancing local priorities with State mandates
- Mitigating burdens on future growth
- 4 year process developing plan
- Adoption of plan with updates of zoning, building standards, and fees to follow

Planner Dan Cucchi continued with the Power Point presentation recapping the following:

- General Plan Over-Arching Regulatory Structure and Policy
- Process to date, public participation, and community outreach and input
- Implement Strategic Plan and Vision to:
 - Accommodate jobs and housing

- Improve quality of life
- Provide economic independence
- Create a sustainable vibrant valley community
- Preserve rural lifestyle
- Resource protection
- General Plan Themes:
 - Economic, environmental, and social sustainability
 - Managed growth and development
 - Use and conservation of resources
 - Protect public health, safety, and welfare
 - Regional coordination; rural lifestyle
 - Local quality of life
- Contents of Plan
- Community Development:
 - Economic Development
 - Valley Growth Boundary and review every eight years
 - Focal points of built environment
 - Rural Communities/Community Plans
 - Infrastructure, facilities, services and circulation
- Public Health and Safety:
 - Flood protection, fire risk, emergency preparedness
 - Airports, air quality, climate changes
 - Hazards
 - Noise and vibration
- Natural Resource:
 - Open and Recreational Space
 - Cultural, farmland biological, mineral resources
 - Water supply
 - Renewable energy technologies
- Draft Environmental Impact Report released December 10, 2010

Mr. Cucchi and Planning Director Wendy Hartman responded to specific Board inquiries regarding preparation of zoning ordinance and adoption; growth plan assumptions; agricultural resources; inclusion of Magnolia Ranch and Woodbury projects; and growth plan assumptions.

Planning Director Wendy Hartman continued the Power Point presentation recapping the following:

- Public comments received
- Analysis of comments and categorized them as Recommended Changes; Policy Direction Needed; and No Change Recommended
- Recommended changes on comments
- Policy direction needed on comments
- No changes recommended on comments

Ms. Hartman responded to specific Board inquiries regarding climate changes policies and compliance; and job housing balance.

Supervisor Griego left the meeting at 3:22 p.m. and did not return.

Mr. Mallen commented on recommended changes for Board consideration, policy direction needed, and the process for the public hearing scheduled February 9, 2011.

County Administrator Robert Bendorf commented on navigating through the process of the General Plan and laying a foundation for moving forward, encouraged the Board to provide direction and any recommended changes, and commended the community for their participation and staff efforts.

XIII. RECESS: 3:40 p.m. to February 9, 2011 at 3:00 p.m. by Chairman Abe.

The Board reconvened on February 9, 2011 at 3:02 p.m. with all Board members present.

XIV. ORDINANCES AND PUBLIC HEARINGS: The Clerk read the disclaimer

A. Public Hearing - Hold public hearing to receive public comments on the Draft General Plan 2030 and Draft Environmental Impact Report; provide direction regarding comments received; and direct staff to prepare Final Environmental Impact Report and response to comments. (064-11)

Planner Dan Cucchi provided a Power Point presentation recapping the following:

- Over-arching Policy and Framework for Zoning and Development Standards
- General Plan Themes
- Draft Environmental Impact Report
 - Released December 10, 2010
 - Based on Build out of the General Plan
 - Includes Significant and Unavoidable Impacts
 - Build out of General Plan Description
- Two Types of Significant and Unavoidable Impacts
 - Loss of Important Farmland and Conversion of Ag Land to Non Ag Uses
 - Need for New/Expanded Parks and Recreation Facilities and Potential for Accelerated Deteriorating of Existing Parks and ensuring adequate provisions of parkland as County grows

Chairman Abe opened public hearing. The following individuals spoke:

- Ms. Alyssa Lindman, Planning Commissioner, commented on the sense of distrust in community, and the lack of Planning Commission involvement which is allowed by California Environmental Quality Act
- Mr. Rod Hisken, Oregon House, commented on larger parcel size, jobs, and slowing down the process
- Mr. Frank Cecil, Browns Valley, on behalf Emily Gordon requesting postponing the update
- Mr. Tom Eres, Hofman Ranch, expressed concerns about the process, inadequate EIR, and to pause the process
- Mr. Randy Collins, Woodbury Specific Plan, discussed plan, designation as a natural resources and requested a valley neighborhood designation
- Ms. Tiffany Wright, Woodbury Specific Plan, commented on the designation requested assisting in reducing the significant impacts in the EIR stating changing of designation would not trigger recirculation of the EIR
- Mr. Erik Johnson, Marysville Road, submitted letters of request for certain parcels to be included in the Oregon House/Dobbins Community or in the Collins Lake Community Boundary if formed
- Mr. Nick Spaulding felt dialog was needed on performing on minimum side of climate change regulations and commented on LAFCO and Fish and Game letters submitted
- Mr. Greg Crompton, Dobbins, felt the EIR does not adequately consider fire disaster within the county

- Mr. Al Montna, Magnolia Ranch Project, urged project site location removed from planning reserve to employment village
- Mr. Charles Sharp, Oregon House, felt the process was out of sequence and not within the intent of the law
- Ms. Janet Marchant, Dobbins, felt the public needed their questions answered and the Board needed to listen to constituents
- Mr. Paul Myers, provided comments from Yuba County Republican Party and Yuba Sutter Tea Party Patriots opposing the plan without changes and not approving the plan until concerns of citizens have been addressed
- Mr. John Taylor, Plumas Lake, Citizen Advisory Committee for General Plan Update, felt there was not going to be a consensus and it was time to allow process to move to the next stage
- Mr. Dan Lucero, Dobbins, felt consultants outside of county prepared plan which was not representative of the people of the county, was not feasible, and does not fit with county characteristics
- Mr. Clarence Weckman, Brownsville, felt references to environmental issues engineer a way of life and consequences, housing element defined control areas, and the plan should be scraped or entirely revised
- Mr. Henry Davis, Dobbins, felt the area on cultural resources was inadequate, mitigation measures not feasible, and set a bad precedent for managing cultural resources
- Ms. Cathy LeBlanc, Camptonville, felt many people participated in process which ideas were included in the plan
- Ms. Debbie Byrne, Loma Rica, questioned acceptance of written comments from the Fish and Game Commission and felt there had not be substantive discussion with the public and closing the hearing was not conducive to the process (Community Services Director Kevin Mallen advised all correspondence was received and included.)
- Mr. Greg Forest, representing Magnolia Ranch Project, commented on climate change and compliance, specific policies being out of character for the county, and concurred with submitted comments from the Building Industry Association

The Board recessed at 4:54 p.m. and reconvened at 5:06 p.m. with all Board members present as indicated

Mr. David Soares, Dobbins-Oregon House Community Plan Chair, commented on the community plan being included within the GPU.

MOTION: To close the public hearing

MOVED: Hal Stocker SECOND: Mary Jane Griego

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

NOES: None ABSENT: None ABSTAIN: None

Mr. Mallen provided comments on making changes within the plan.

Planner Dan Cucchi recapped repercussions of scaling back on climate change policies and responded to Board inquiries regarding same.

Supervisor Stocker left meeting at 5:28 p.m. and did not return.

Following board discussion, Mr. Mallen recapped the vision and policies were to provide a layer of protection for future development at same time not inhibiting the county's vision and plan for growth thresholds.

Ms. Hartman outlined revising the jobs per housing unit and jobs per labor force to .8 jobs per labor force, updated the Board on the status of the Woodbury and Magnolia Ranch projects.

Chairman Abe continued the matter to Wednesday, February 16, 2011 at 1:00 p.m.

XV. RECESSED: 6:02 p.m. by Chairman Abe.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

BY: Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

915 8th Street, Suite 123
Marysville, California 95901

www.co.yuba.ca.us



076-11

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

February 22, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: TIM YOUNG, ASST. DIRECTOR OF PUBLIC WORKS *TY*

SUBJ: AWARD OF CONSTRUCTION CONTRACT – HONCUT CREEK BRIDGE PROJECT

RECOMMENDATION:

That the Board award the construction contract for the subject project to the apparent low bidder, and authorize the chairman to execute the contract pending approval by County Counsel.

BACKGROUND:

This project will entail replacing the bridge and bridge approaches on Honcut Road crossing Honcut Creek at the Yuba/Butte County line. The construction of this project is funded 100% through the HBP program as a Toll Credit Project. There is no local match required.

On Wednesday, February 9, 2011 bids were opened for the subject project. The bid prices ranged from \$1,528,595.60 to \$2,055,021.00. The three low bids are listed below:

R.M. Harris Company, Inc.:	\$1,528,595.60
Shasta Constructors, Inc.:	\$1,569,791.50
Viking Construction Company:	\$1,582,504.00

DISCUSSION:

The work in general will consist of removing the old bridge and replacing it with a wider, taller concrete box girder structure, raising and reconstructing the roadway approaches, replacing irrigation drainage structures and relocating utilities. The bridge will be closed to traffic from mid May through early November. The Engineer's Estimate was \$2,120,035. The project is expected to be completed by November 2011.

COMMITTEE ACTION:

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

FISCAL IMPACT:

The construction of this project utilizes Toll Credits and is 100% funded through the HBP program.

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COUNTY
DEPARTMENTS

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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




077-11

**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

DATE: February 22, 2011

SUBJECT: Authorize the Director of Health and Human Services to submit proposals to receive funds from the California Department of Veteran Affairs (CDVA).

RECOMMENDATION:

The Yuba County Board of Supervisors is requested to approve a resolution delegating authority to the Director of the Health and Human Services Department to submit two (2) proposals to the California Department of Veteran Affairs (CDVA) for Veteran outreach programs.

BACKGROUND:

Two funding opportunities are available: 1) CVSO Project Funding which is specifically dedicated for use in expanding county veteran service office operations; and 2) Veterans Services Project Funding open to all veteran service organizations, public or private veteran service providers for outreach and improved utilization of veteran benefits, and authorizing the chair to accept those funds if awarded is recommended.

The primary objective of these funds is to increase the number of trained, professional Veteran Services Representatives in California at local sites where there is access to a significant portion of the local Veteran population who may not be aware of the benefits available to them and the resources on hand for their assistance. These grant funds are intended to improve the utilization of Veteran benefits in local areas where Veterans, especially combat Veterans, are underserved. For the award of these funds, the CDVA will focus on rural characteristics and low participation rates.

The utilization of veteran benefits is measured by a participation rate. While the rate for the Yuba-Sutter jurisdiction is slightly ahead of the state rate of 12.86 percent, there remains a low percentage of participation for local Veterans that warrants enhanced outreach and every effort to enhance local Veterans' utilization of benefits.

There are approximately 12,600 Veterans in residence in Yuba and Sutter Counties combined, and we are serving only a portion of that number due to our severely limited staff numbers. In addition, there are many local Veterans who are unaware that they are eligible for well-deserved benefits; the outreach capacity afforded by these grant funds would benefit those Veterans as well.

DISCUSSION:

The CDVA released a Request for Proposal (RFP) inviting county VSO's and local Veteran Services Organizations to competitively apply for two (2) funding opportunities dedicated for use in expanding county Veteran Services Office operations. These funds are goal-specific toward improving outreach to local Veterans and enhancing the capabilities and access of our Yuba-Sutter VSO.

Veterans in rural and foothill locales within each county as well as skilled nursing facilities, homeless shelters and senior centers experience serious limitations on their access to the VSO, and will benefit from available assistance in negotiating the myriad complexities associated with VA benefits and claims applications, denials and appeals.

Grant requirements include the addition of qualified and trained Veteran Services Representatives, as well as expansion into new territory in each county in which there is no Representative to provide access to Veterans and other outreach activities. Our current staff performs an outstanding job but is simply overwhelmed with the sheer numbers of Veterans, their spouses and dependents who are in need of claims assistance and negotiating the complex and sometimes frustrating requirements of the federal Veterans Administration. Currently, a local Veteran can anticipate a wait of approximately 6-8 weeks to schedule their first appointment with VSO staff. As recently as 2010, the anticipated wait for the same type of appointment was 8-10 days.

Each proposal, due on March 1, 2011, will request funding for one (1) FTE in the Veteran Services Representative classification plus related overhead to meet these objectives. The addition of this staff will be necessary to fulfill the requirements of the California Department of Veteran Affairs. The proposals will include a budget plan for a three (3) year period, and will require an annual Memorandum of Understanding (MOU) with the California Department of Veteran Affairs.

State Senator Doug La Malfa (R-4th District), Representative Dan Logue (R-3rd District), and Representative Jim Nielsen (R-2nd District) have each provided their letter of support for the Yuba-Sutter Veteran Services Office in the application for these funds.

COMMITTEE:

Due to the restrictive timeline identified in the RFP for the deadline to submit a proposal, this item was submitted directly to the Board of Supervisors.

FISCAL IMPACT:

There is no impact to the County General Fund. If either grant is awarded, these funds will be used to add one (1) FTE for the position of Veteran Services Representative plus related overhead.

Disabled American Veterans
Chapter #9, Marysville, California



PO Box 12
Marysville, CA 95901

5 February 2011

It has come to our attention that the California Department of Veteran Affairs has identified the need to outreach to the Veterans within this state. This effort is welcomed and encouraged by Post / Chapter of Disabled Americans Veterans Chapter 9 of Marysville, California. Part of this outreach effort by CDVA is the opportunity for the Yuba – Sutter County Veteran Service Office to submit for a grant which will help in this effort. This Post / Chapter of the Disabled Americans Veterans Chapter 9 of Marysville, California is in full support of the Yuba – Sutter CVSO application. The Yuba – Sutter CVSO has been a great local asset in obtaining benefit for our Veterans. Without their help, many of our veterans would not have been granted Disability / Pension benefits from the Department of Veteran Affairs. The tireless efforts of the Yuba – Sutter CVSO are to be commented and should be rewarded with the award of their grant application.

A handwritten signature in black ink, appearing to read "Josephine Mueller". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Josephine Mueller

Commander Disabled American Veterans
Chapter 9
Marysville, California

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0002
(916) 319-2002
FAX (916) 319-2102

DISTRICT OFFICE
280 HEMSTED DRIVE, SUITE 110
REDDING, CA 96002
(530) 223-6300
FAX (530) 223-6737

EMAIL
assemblymember.nielsen@assembly.ca.gov

Assembly California Legislature



JIM NIELSEN
ASSEMBLYMEMBER, SECOND DISTRICT

COMMITTEES
VICE CHAIR, APPROPRIATIONS
VICE CHAIR, BUDGET
RULES

February 8, 2011

California Department of Veteran Affairs
Attention: Veteran Services RFP
1227 'O' Street, Suite #105
Sacramento, CA 95814

To whom it may concern:

I am happy to provide this letter of support for the efforts of the Yuba-Sutter bi-county Veteran Services Office (VSO) to apply for grant funds made available by the California Department of Veterans Affairs (DVA). I understand that the DVA will offer funding to successful bidders through the County Veteran Services Office (CVSO) Project, in which \$5M is dedicated for use in expanding county veteran services office operations and enhancing outreach activities to local veterans. A primary obstacle preventing Veterans from applying for compensation and pension benefits is their lack of awareness of these benefits.

These funds are specifically dedicated to expanding the bi-county Veteran Services Office operations, improving outreach and enhancing assistance to local veterans in applying for benefits and negotiating the myriad complexities associated with VA benefits and claims applications, denials and appeals. These grant funds are intended to improve the utilization of Veteran benefits in local areas where Veterans, especially combat Veterans, are underserved.

Yuba and Sutter counties combined have approximately 13,000 veterans in residence, and the Yuba-Sutter VSO is serving only a portion of that number due to their severely limited staff numbers, lack of outreach capacity and single site of operations in Marysville. A large proportion of local Veterans are unaware that they are eligible for well-deserved benefits; the outreach capacity afforded by these grant funds would benefit those Veterans as well and greatly increase the utilization of benefits participation rate.

Ultimately, these funds will provide the resources so urgently needed to improve and expand the assistance and outreach to local Veterans, and thereby improve the utilization rate of the benefits they so richly deserve. Thank you for your attention to this matter. If I can ever be of assistance to you please feel free to call me. I can be reached at the office at (916) 319-2002.

Sincerely:

A handwritten signature in black ink that reads "Jim Nielsen". The signature is written over a large, loopy circular flourish that extends from the bottom left of the signature area.

JIM NIELSEN
Assemblyman, Second District

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING THE) DIRECTOR OF HEALTH & HUMAN) SERVICES DEPARTMENT TO SUBMIT) PROPOSALS TO THE STATE OF) CALIFORNIA, DEPARTMENT OF) VETERANS AFFAIRS, TO OBTAIN) FUNDING FOR THE PURPOSES OF) IMPROVING UTILIZATION OF) VETERANS BENEFITS FOR) CALIFORNIA VETERANS AND) AUTHORIZING THE CHAIRMAN TO) ACCEPT, IF AWARDED, ANY AND ALL) FUNDS ON BEHALF OF THE COUNTY) _____))	Resolution No. _____
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WHEREAS, the State of California, California Department of Veterans Affairs (CDVA), has invited County Veteran Services Offices (CVSO) to submit proposals and obtain funding for the purposes of improving utilization of veterans benefits for California’s veterans; and

WHEREAS, the State of California, California Department of Veterans Affairs, has made two funding programs available for which the County may submit proposals 1) *CVSO Project Funding* – funding specifically dedicated for use in expanding county veteran services office operations; and 2) *Veterans Services Project Funding* – funding open to all veteran service organizations, public or private veteran service providers, and CVSO’s; and

WHEREAS, it is in the best interest of the residents of the County of Yuba that the veterans in the Yuba-Sutter area have access to veteran benefits and improved utilization of veteran benefits.

NOW, THEREFORE, BE IT RESOLVED the Yuba County Board of Supervisors hereby authorizes the Director of Health and Human Services to submit proposals to obtain funding from the two funding programs 1) CVSO Project Funding and 2) Veterans Services Project Funding.

BE IT FURTHER RESOLVED the Yuba County Board of Supervisors hereby authorizes the Chairman to accept, if awarded, any and all funds.

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:

ABSTAIN:

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

County of Yuba

BY: _____

BY: _____
Chairman

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

By: Maria Bryant-Pelland

REQUEST TO PLACE REVIEW OF CURRENT OSTROM ROAD LANDFILL
CONDITIONAL USE PERMIT ON AGENDA FOR FEBRUARY 8, 2011

Recology has made substantial changes in the design and operation of its Ostrom Road Landfill facility since 2000 without any review or comment by this body, AND those changes may have serious impacts on the environment and the health and welfare of the local community. Use Permit 92-06 requires that design and operation of the landfill is consistent with the Environmental Impact Report (draft and final EIR) that was certified in 1999. Recology should not be permitted to continue processing its request for modification to the Use Permit until the BOS determines that it is in compliance with the existing Use Permit.

When the Conditional Use Permit for the landfill was approved in 2000, the Conditions of Approval required that Recology comply with all the CUP conditions and the mitigation measures in the EIR to the satisfaction of the County. [CUP 92-06 (a2) Conditions of Approval 1 and 12, March 21, 2000; Ostrom Road Landfill Permit Modifications, Final Environmental Impact Report, June 23, 1999.]

However, Recology has made significant changes in the design and operation of the landfill in its Waste Discharge Requirements without Yuba County BOS review. These changes are inconsistent with the EIR and raise serious issues relating to potential contamination of Best Slough (immediately adjacent to the landfill) and shallow groundwater. Since changes in the Conditions of Approval and EIR mitigation measures

2/1/11:Received from Brigit Barnes during Board meeting under Public Communications/ds

OstromLandfill/BOS Meeting 2.1.11

1 of 6

2/8/11:BOS: Directed Staff To return 2/22/11 with response to questions/rf
BOS-Formed Ad Hoc Committee to review Tipping Fees (AV/HS) rf

for the Ostrom Road Landfill have been made without review by the BOS, those issues need to be reviewed by the BOS prior to any consideration of further modifying the CUP.

As stated in the EIR (Table S.1, III.C-1), the low-lying portions of the landfill adjacent to the Best Slough may be subject to flooding in extreme events and are a potentially significant environmental impact. Areas of the landfill are separated from the Best Slough with berms, and uncertainty remains requiring reassessment of the magnitude of the 100-year flood event, because a potential significant impact was identified to still remain after the EIR. Recology is required by the EIR mitigation measures to evaluate available 1997 and 1998 runoff data and raise the minimum height of the perimeter berms to a height that will protect the Ostrom Road landfill from floods. The BOS was never provided an opportunity to review and comment on whether Recology's proposal for the this floodplain is satisfactory.

According to the EIR (Table S.1, III.C-2), the potential for groundwater contamination will be increased by the quantity of leachate and possible increase in concentrations of contaminants in leachate resulting from the substantial raising of the landfill – a significant environmental impact. Instead of increasing protections as promised during its public hearings, Recology has proposed reduction of the leachate collection and recovery system gravel thickness from 12 inches to 9 inches in the future cells and received approval from the Water Board for these changes without any review by the BOS.

Recology submitted liner demonstration reports to the Water Board for the liners for Cell 2 (currently in use) and for all future cells without any review by the BOS. [Waste Discharge Requirements, Liner Performance Demonstration, Paragraphs 45-48.] The liner requirements originally promised to the BOS were intended to provide an additional margin of protection and reduce (but not eliminate) the risk of a failure or leakage. The liners do not entirely eliminate the possibility of contaminants entering and traveling through the groundwater system over the life of the landfill. [EIR Table S.1, III.C-2.]

According to WDRs (paragraph 56), only 15% of the landfill (primarily in the vicinity of proposed Phase 4 of Cell 1—adjacent to Best Slough) may have groundwater separation distances of only 2.5 to 5 feet between wastes and the highest anticipated groundwater. The mitigation measure proposed in the draft and final EIR to address groundwater separation from landfill waste is to pump groundwater to artificially create and maintain a 5-foot separation. [EIR Table S.2, III.C-2.]

However, in response to Recology's October 1, 2002 submittal of an alternative design for separation from groundwater, the Water Board determined that standard requiring a minimum of 5 feet separation for the rest of the landfill would be unreasonable and unnecessarily burdensome, again with no review or comment by the BOS.

Other changes Recology has made at the landfill site, with no review by the BOS, include but are not limited to a biosolids management facility – surface impoundments for

dewatered sewage sludge storage and a land treatment unit and a gas-to-energy facility (owned and operated by G2 Energy).

In addition to a BOS review on the potential endangering of the water quality of the Best Slough and the risk of polluting the shallow groundwater where there may be less than 5 feet between the groundwater and the wastes disposed of in the landfill, there are other issues with potentially significant impact to the environment and the local community that the BOS needs to review as well; such as,

- How Recology is counting alternative daily cover (ADC) and how that affects the life of the landfill; and
- The amount of time that this landfill will be available for waste disposal before having to site a new landfill;
- The amount host fees collected for waste disposal are reduced by not counting daily alternative cover (ADC) as waste tonnage (or the trucks hauling it) as Recology proposes, even when it is disposed of in the landfill;
- Not counting ADC wastes used for cover and disposed of in the landfill, seriously impacts the life and capacity of the landfill.

These issues apply to both the Use Permit and the Solid Waste Facility Permit. On December 31, 2010, YuGAG sought an administrative hearing by the Local Enforcement Agency (Yuba County Environmental Health), which has so far been ignored.

Yuba County must review realistic projections of the life of the landfill, before Recology starts bringing more wastes from San Francisco, to be sure there is more than a 15-year life of the landfill for the local community as required by law.

First, it is the policy of CalRecycle (formerly the Waste Board) to count ADC as diversion from waste disposal, BUT THIS ONLY APPLIES to disposal fees to the Board of Equalization. It DOES NOT APPLY to the daily and total waste tonnage or the total waste-hauling trucks, or to host fees, because ADC is waste material.

The projected life of the landfill must be reviewed for a more accurate determination to be sure there will be more than 15 years of life left for the local community. If the waste disposal continues at the current rate with a 2 percent increase per year, the current landfill is projected to last until 2066. But if waste disposal is increased to the maximum allowable tonnage, which would happen if the San Francisco wastes are hauled to Ostrom Road for disposal, the life of the landfill is projected to be reduced to 2030, 19 years from now.

HOWEVER, the accuracy of these Recology projections is highly questionable. The current projections of the life of the landfill are based on calculations using a waste to cover ratio of 10 to 1, whereas, Recology's Joint Technical Document states that ADC will be used in a ratio of 4 to 1, which is less waste counted and more cover not counted resulting in a shorter life of the landfill than is currently projected. CalRecycle's records of the amount of wastes versus the amount of cover ranged between 5 or 6 and 8 between 2006 and 2008, again showing a potentially much shorter life of the landfill.

Prepared by ~~Bridget~~ Barnes



**NOTICE OF PUBLIC SCOPING MEETING FOR PREPARATION OF AN INITIAL STUDY
FOR THE RECOLOGY OSTROM ROAD LANDFILL RAIL SPUR PROJECT CUP2009-0001**

NOTICE IS HEREBY GIVEN that Yuba County will prepare an Initial Study for the proposed Recology Ostrom Road Landfill Rail Spur Project and a Public Scoping Meeting will be held on **February 23, 2011 at 6:00 pm** at the **Wheatland Community Center** located at **101 C St. Wheatland, CA 95692**. Yuba County is seeking input on the scope and content of the Initial Study.

CUP 2009-0001: The Recology Ostrom Road Landfill Rail Spur Project includes the construction and operation of a 1.5-mile long rail spur and staging area to allow for the delivery and unloading of daily waste and beneficial reuse materials for use at the Recology Ostrom Road Landfill and additional rail improvements. The project also proposes an amendment to the Recology Ostrom Road Landfill Conditional Use Permits 92-02 and 92-06 to clarify the terms of the permit related to materials brought to the site for alternative daily cover (ADC). The Project site is located at 5900 Ostrom Road and travels through portions of three parcels totaling 723 acres (APN 015-070-011, 015-070-088, and 015-080-018) that are owned by Recology in the southern portion of Yuba County.

Comments on the scope and content of the Initial Study may be given at the meeting or sent in writing to the Yuba County Planning Department, 915 8th Street, Suite 123, Marysville, CA 95901, and must be received by **March 2, 2011**. If you have any questions, you may contact Dan Cucchi at (530) 749-5470.

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CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES

P.O. Box 419064, Rancho Cordova, CA 95741-9064



078-11

February 7, 2011

FEB - 7 2011

CSS LETTER: 11-02

ALL IV-D DIRECTORS
ALL COUNTY ADMINISTRATIVE OFFICERS
ALL BOARDS OF SUPERVISORS

Reason for this Transmittal

- ☒ [X] State Law or Regulation Change
☒ [X] Federal Law or Regulation Change
☐ [] Court Order or Settlement Change
☐ [] Clarification requested by One or More Counties
☒ [X] Initiated by DCSS

SUBJECT: MEDICAL SUPPORT

REFERENCE: 45 CFR 303.31, Federal Register / Vol. 73, No. 140 / Monday, July 21, 2008 / Rules and Regulations, OCSE AT-10-10, 22 CCR 115510, 115520, FC 3751, 4061, 4062, 4063, 17400, 17422. Supersedes FSDIN No. I-57-98.

The purpose of this letter is to communicate statewide policy to local child support agencies (LCSAs) regarding medical support requirements in child support orders to comply with Senate Bill (SB) 580 (Chapter 103, Statutes of 2010), effective January 1, 2011.

SB 580 provides compliance with federal regulations pertaining to medical support orders by:

- Amending Family Code (FC) Section 3751(a)(2) to define health insurance as reasonable if the cost does not exceed five percent of the obligor's gross income. When applying the five percent standard, cost is the difference between self-only and family coverage. Health insurance is deemed unreasonable if the obligor is entitled to a low-income adjustment, unless a court decides otherwise. Previously, health insurance was presumed to be reasonable if it was provided by an employer.
- Amending FC Section 4063 (g)(1) to define accessible health insurance as coverage that provides services within 50 miles of the supported child's residence. Accessibility was not previously delineated in numeric terms.
- Amending FC Section 4061 to require parents to share uninsured medical expenses in all orders as cash medical support. This provision was previously optional.

Reasonable

A provision for health insurance must be included in every child support order. If insurance is not immediately available, it must be ordered to be provided when it

BOS CORRESPONDENCE A

DCSS-PR-2011-POL-0001

becomes available at no cost or at reasonable cost. As of January 1, 2011, "reasonable" is rebuttably presumed to be not more than five percent of the obligor's gross income. The cost to add coverage for the child(ren) subject to the support order to an obligor's individual policy is subject to the five percent standard.

All available information should be examined to determine whether health insurance is available at reasonable cost; however, LCSAs are not required to research health insurance costs for parents. Documents that may be presented for review by the LCSA include, but are not limited to, pay stubs, tax returns, proof of insurance and insurance quotes. In the absence of any information regarding health insurance coverage, health insurance cost should be presumed to be reasonable.

In addition to private health insurance, the federal Office of Child Support Enforcement's Action Transmittal 10-10 allows for, and the California Department of Child Support Services has determined that, other health care coverage such as Medicaid (known as Medi-Cal in California), Children's Health Insurance Program (known as Healthy Families in California), other state coverage plans and cash medical support, meet the requirement for medical support.

Health insurance shall be presumed unreasonable if the obligor is entitled to a low-income adjustment. The court retains jurisdiction to determine that this presumption would be unjust and inappropriate in a particular case.

Accessible

Health insurance is presumed to be accessible unless evidence is presented to rebut that presumption. LCSAs are not required to research service areas for parents.

Cash Medical

To comply with the federal requirement in 45 CFR 303.31 that cash medical support be paid toward medical costs not covered by insurance, all orders shall contain a provision that reasonable uninsured health care costs must be shared by the parents. This provision is no longer optional. Costs are to be divided one-half to each parent unless a court determines that a sum-certain amount or another proportion is appropriate.

The following language should be included in all orders: "Obligor is required to pay fifty percent (50%) of the reasonable uninsured health care costs for the children as provided in Family Code Section 4062."

LCSAs shall only enforce cash medical support to the extent it is included in a court order as ongoing medical support or lump-sum reimbursement. The LCSA is not

responsible for obtaining orders for reimbursement. This does not change previous practice.

Review and Adjustment

If the provisions for health insurance and cash medical support outlined in this letter were not included when the order was established or last modified, LCSAs must address these provisions when seeking modifications.

The court is not precluded from making an alternative finding on the record.

If you have any questions regarding this matter, please contact Cindi Pocoroba at (916) 464-5883.

Sincerely,

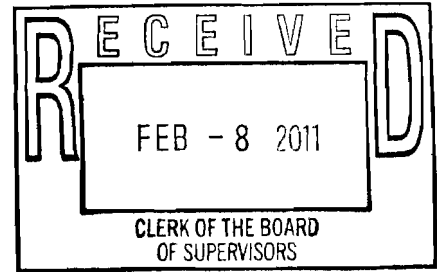
/os/

BILL OTTERBECK
Deputy Director
Child Support Services Division

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Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, Ca 95901

RECEIVED BY EACH
BOARD MEMBER



Re: Resolution for General Vang Pao

To Whom It May Concern:

I am a member of District 5, Hal Stocker's, at 6855 Mountain View Terrace in Browns Valley, Ca. Gen. Vang Pao recently passed away and many are hoping he is allowed to be buried at Arlington National Cemetery, alongside American Troops. As a son of an army veteran, and whose lived in this military influenced community for 35 years, I feel it would be amazing if the Yuba County Board of Supervisors passed a resolution demonstrating it's support for General Vang Pao to be buried in one of our most honored national treasures.

General Vang Pao saved many lives and was an important link to bringing several thousand Hmong to the United States. With his funeral beginning in Fresno today, it is obvious that he has a huge following, not just among the Hmong people but the Fresno community and the military veterans of the Vietnam War. The Yuba County community has many Vietnam War veterans and one of the largest Hmong population concentrations in the United States.

I have worked with Vietnam Veterans and worked at events such as Veteran's Stand Down to aid our nations military veterans. I feel we are indebted to them for protecting our nation. I feel that General Vang Pao equally deserves that appreciation.

By passing a resolution to support General Vang Pao's burial at Arlington National Cemetery would be an honorable gesture toward our Vietnam Veterans who served with him, all of our military veterans, and the Hmong Community as a whole. Please consider this request.

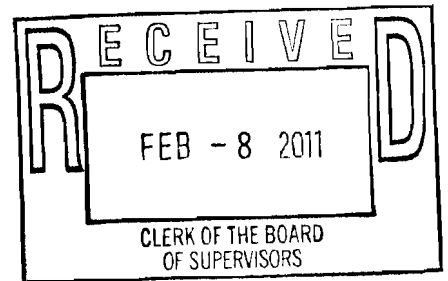
Thank you for your time.

Jeffrey J. Olson
6855 Mountain View Terrace
Browns Valley, Ca. 95918

BOS CORRESPONDENCE B

Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, Ca 95901

RECEIVED BY EACH
BOARD MEMBER



Re: Room Dedication to Sandy Fonley

To Whom It May Concern:

I am a member of District 5, Hal Stocker's, at 6855 Mountain View Terrace in Browns Valley, Ca. Recently Sandy Fonley passed away, as I am sure you all know. I won't go over her accomplishments because I assume that you all are aware of them. I will say that her service to our county in both as a county worker and a public servant are both well respected, documented, and just plain remarkable. I don't think I ever met Mrs. Fonley and only know about her because of what people have told me and what I have read in the newspaper. I feel that she deserves a special recognition for what she accomplished in her life.

I am asking the board to investigate and consider renaming one of our county meeting rooms to the Sandy Fonley room. I know of at least one meeting room (Dean Sellers Library) is named after a community member so this is not something out of the ordinary. Cost of the conversion should be minimal. The IT department could change the name on their intranet very quickly and there should only be a small cost of changing a name plate for the room. The family or another community member could donate a photograph and frame to be placed in the room, another frame could be donated to frame a resolution from this board.

I think it is very valuable for our county to honor it's citizens that have devoted their time and efforts to making a difference. There are many notable people who have passed away that may deserve such an honor but I am requesting for Mrs. Fonley. If it is a matter of money, if the board saw fit to okay it, I am sure many of us would be willing to raise the funds to make the changes.

Thank you for your time.

Jeffrey J. Olson
6855 Mountain View Terrace
Browns Valley, Ca. 95918

COMMITTEE MEETINGS

9:15 A.M.

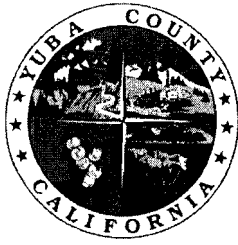
Finance and Administration Committee - (Supervisors Abe and Stocker - Alternate Supervisor Vasquez)

- A. Consider Memorandum of Understanding with Yuba County Water Agency for Geographic Information System Services - Administrative Services (Five minute estimate) (079-11)

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

- A. Consider agreement with Yuba Community College for services for the Independent Living Program in the amount of \$58,645, for the term of July 1, 2010 through June 30, 2011 - Health and Human Services (Ten minute estimate) (080-11)
- B. Consider Director of Health and Human Services providing a 30-day notice no later than March 1, 2011 to stop payment for services provided by residential treatment facilities to students who were placed in these facilities under Assembly Bill (AB) 3632, and to notify all affected school districts in Yuba County and the parents impacted by this action - Health and Human Services (Ten minute estimate) (081-11)

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079-11

Administrative Services Memorandum

To: Public Facilities Committee
CC: Robert Bendorf, County Administrator
Angil Morris-Jones, County Counsel
From: Doug McCoy, Director, Administrative Services *for* *fr* *me*
Date: February 22, 2011
Re: Memorandum of Understanding between Yuba County and the Yuba County Water Agency for GIS Services

Recommendation

Recommend for approval a Memorandum of Understanding (MOU) between Yuba County and the Yuba County Water Agency for geographic information system (GIS) services.

Background/Discussion

The Yuba County Water Agency would like to take advantage of the professional, technologically advanced skill set of the Yuba County Information Technology GIS team in order to develop and enhance the Yuba County Water Agency's (YCWA) GIS system. Therefore, the YCWA has requested the use of the Yuba County Information Technology staff to provide technical assistance for the aid in legal research (property boundary, property ownership), computer aided drafting, and GIS research, analysis and map generation for various projects. Including but not limited to adjustments to district boundaries, aid in election redistricting and mapping of key YCWA resources and facilities.

Financial Impact

The cost for such services will be reimbursed to Yuba County by the Yuba County Water Agency based on the rate published in Title XIII of the Yuba County Consolidated Fee Ordinance.

The total allotment of staff time to the Yuba County Water Agency for the duration of this MOU is not to exceed \$40,000.

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MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY ADMINISTRATIVE SERVICES DEPARTMENT,
INFORMATION TECHNOLOGY DIVISION
And
YUBA COUNTY WATER AGENCY

This Memorandum of Understanding (MOU) is between the Yuba County Water Agency, hereinafter referred to as "YCWA", and the Yuba County Administrative Services Department, Information Technology Division, hereinafter referred to as "IT DIVISION".

That the parties hereto, for and in consideration of the mutual covenants, conditions and agreements herein contained, do hereby agree as follows:

1. IT DIVISION will provide technical assistance in the form of staff time for the aide in legal research (property boundary, property ownership), computer aided drafting, and Geographic Information Systems (GIS) research, analysis and map generation for various projects sponsored by YCWA; including but not limited to, adjustments to district boundaries, aide with election redistricting and mapping of key YCWA resources and facilities.
2. IT DIVISION will provide personnel, equipment and materials necessary to provide the assistance with items detailed above on a "Per Request" basis from YCWA. Staff time will be provided at the current hourly rate for services provided by Information Technology, published in Title XIII, Yuba County Consolidated Fee Ordinance. Total allotment of staff time to YCWA for the duration of this MOU is not to exceed \$40,000.
3. IT DIVISION will provide staff to act as communication lead between IT DIVISION and YCWA for the purpose of coordinating requests from YCWA and communicating availability of staff time and project schedules that may have conflicting or concurrent work durations.
4. YCWA will provide staff to act as communication lead between IT DIVISION and YCWA for the purpose of submitting / receiving requests for assistance as detailed in Item 1 above.
5. IT DIVISION, provide reports and invoices on a monthly basis for work performed to YCWA. YCWA will make payment to IT DIVISION within 30 days of receiving such reports and invoices.

6. TERM: Commencement Date: December 1, 2010
Termination Date: June 30, 2011
7. PAYMENT: IT DIVISION Administrative Services Department will submit detailed monthly invoices to YCWA which will include actual amounts of time worked and any direct costs incurred related to the services provided. All IT DIVISION staff time will be provided at the current hourly rate for services provided by Information Technology, published in Title XIII, Yuba County Consolidated Fee Ordinance.
- YCWA will remit payment to the IT DIVISION Administrative Services Department within thirty (30) days of date of invoice.
8. YCWA shall furnish the use of facilities and equipment, which may be required for providing the services pursuant to this MOU.
9. GENERAL PROVISIONS:
- a. IT DIVISION has been contracted to provide technical GIS services for the YCWA.
 - b. In its performance under this MOU, IT DIVISION shall fully comply with the requirements of Yuba County Ordinances, Policies and Procedures, and all Federal and State laws and regulations.
 - c. This MOU may be amended only by the written, mutual consent of both parties.
 - d. This MOU may be terminated by either party, with or without cause, upon 30 (thirty) days written notice to the other party.
10. DESIGNATED REPRESENTATIVE: The Director of Administrative Services located at 915 8th Street Suite 119 Marysville, CA 95901, is the representative for the IT DIVISION and will administer this MOU for the IT DIVISION. The General Manager of the Yuba County Water Agency located at 1220 F Street Marysville, CA 95901, is the authorized representative for YCWA. Changes in designated representatives shall occur only with advance written notice to the other party.
11. TERMINATION: IT DIVISION and YCWA shall each have the right to terminate this MOU upon thirty (30) days written notice to the other party.
12. INDEMNITY: YCWA shall defend, indemnify, and hold harmless IT DIVISION, 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 YCWA, or any of YCWA'S officers, agents, or employees.

13. NOTICES: Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. Notices shall be addressed as follows:

If to IT DIVISION:

Administrative Services Department
Attn: Director of Administrative Services
County of Yuba
915 8th Street, Suite 119
Marysville, CA 95901

AND

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

If to YCWA:

Yuba County Water Agency
Attn: General Manager
1220 F Street
Marysville, CA 95901

This Memorandum of Understanding shall continue to and terminate on the 30th day of June 2011, unless succeeded by a new Memorandum of Understanding, or may be terminated upon 30 days written notice by either party.


IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this _____ day of _____, 2011.

YUBA COUNTY ADMINISTRATIVE SERVICES DEPARTMENT



Doug McCoy
Director of Administrative Services

YUBA COUNTY WATER AGENCY

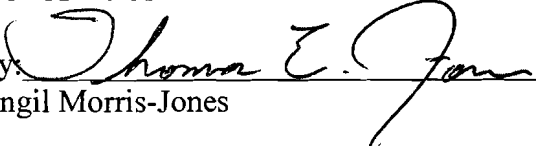


Curt Aikens
General Manager for the Yuba County Water Agency

YUBA COUNTY BOARD OF SUPERVISORS

Roger Abe
Chair

APPROVED AS TO FORM
YUBA COUNTY COUNSEL

By: 

Angil Morris-Jones

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



080-11

**Joseph W. Cassady, D.O.,
Health Officer**
Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

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

DATE: February 22, 2011

SUBJECT: Agreement with Yuba College for Services for the Independent Living Program (ILP)

RECOMMENDATION: Board of Supervisors approval of the Agreement between Yuba County, on behalf of its Health and Human Services Department, and Yuba Community College for services for the ILP program in the amount of \$58,645.00 for the term of July 1, 2010 through June 30, 2011 is recommended.

BACKGROUND: ILP provides services to youths in foster care between the ages of 16 years to 18 years of age and can be extended to youths up to 21 years of age who were in foster care at the time of their 18th birthday. These services, which train and assist these youths in successfully transitioning into adulthood and out of the foster care living environment, include: training in employment preparation and attainment, securing housing, money management, and instruction on computer assembly as well as use of various computer applications. Additionally, the services provided focus on increasing and supporting the self-image and self-esteem of participating youths and providing them with the opportunity to connect with activities they may not have had exposure to; such as community services, the arts, and other positive avenues. Since July 2000, Yuba County has contracted with Yuba College to provide these services for ILP. This is a renewal of that agreement.

DISCUSSION: The ILP program is designed for youths to participate in weekly training activities, which cover a wide range of areas to meet the goals of the program, as well as attend a computer camp. The activities, incentives, and training areas are developed through the collaborative efforts of foster parents with youth in ILP, Child Welfare Services staff of Sutter and Yuba Counties, Yuba Community College staff and emancipated youth who have participated in the ILP program.

FISCAL IMPACT: Approval of this Agreement with Yuba Community College for services for the ILP program will not impact County General Funds. The \$58,645 in costs for these services will be funded through the ILP Service allocation.

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for services ("Agreement") for the Independent Living Program (ILP) 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"), on behalf of its Health and Human Services Department ("YCHHSD"), and Yuba College ("CONTRACTOR").

The purpose of this Agreement is to set forth the respective responsibilities between both parties relative to the Independent Living Program. An ILP Allocation is provided by the State to counties to provide services to foster care youth between the ages of 16 years to 18 years old. Such services can be extended up to the age of 21 to youths who were in foster care at the time of their eighteenth birthday. The purpose of the program is to provide services that will train and assist the youth in successfully transitioning into adulthood and out of the foster care environment; such as employment preparation and skills necessary to secure a job, how to secure housing, how to develop a monthly budget which shows both expenses and income, and knowledge of local resources in their community which they may access. The ILP program is further intended to increase and support the youth's self-esteem and provide them with activities to which they may not otherwise have exposure, such as community service, the arts, and other positive venues that they may use to enhance their life while living on their own.

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR 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: July 1, 2010

Termination Date: June 30, 2011

The term of this Agreement shall become effective on July 1, 2010, and shall continue in force and effect for a period of one (1) year, unless sooner terminated in accordance with the terms of this Agreement.

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

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

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A", Provision A-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 the Yuba County Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Dr. Nicki Harrington, Chancellor, is the authorized representative for CONTRACTOR. Changes in

designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Insurance Provisions
- Attachment F - Budget
- Attachment G - Cost Justification -
Weekly ILP Class Fee
- Attachment H - Invoice Format
- Attachment I - Monthly Statistical Report

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

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2010.

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA

YUBA COLLEGE

Mary Jane Griego, Chair
Yuba County Board of Supervisors

President
Board of Trustees

INSURANCE PROVISIONS
APPROVED

Martha K. Wilson,
Risk Manager

Dr. Nicki Harrington,
Chancellor

APPROVED AS TO FORM:
COUNTY COUNSEL

for _____
Angil Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:

Suzanne Nobles, Director
Yuba County Health and
Human Services Department

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by both parties include the following:

A.1.1. CONTRACTOR shall:

- A. Provide weekly training to former and current foster care youths beginning between the ages of 16 and 18 and continuing up to age 21. Trainings shall be conducted in two classroom settings with ILP youths assigned on the basis of competency areas.
- B. Select, secure and schedule presenters for weekly trainings.
- C. Arrange site support, including equipment, presentation materials and refreshments as appropriate for the trainings.
- D. Select, secure and schedule activities.
- E. Develop, print, mail, and e-mail all activity announcements to the ILP youth as well as their foster parents.
- F. Register participants for the planned enrichment activities.
- G. Arrange for lodging when needed for participants and/or presenters.
- H. Purchase computer, printer, and other necessary equipment and provide two days of training on how to operate the computer and printer for fifteen (15) identified ILP youths during each fiscal year of the term of this Agreement.
- I. Provide two (2) day retreats for selected ILP youth which includes trainings, site support, and meals.
- J. Plan, facilitate, and carry out all activities for the ILP program. Additionally, CONTRACTOR shall identify new and emerging activities, ideas, and issues surrounding the youth in regards to the ILP program which would benefit the youth and strengthen their resources.
- K. CONTRACTOR shall meet and confer on a monthly basis with YCHHSD staff, Workforce Investment Act (WIA) staff and other adults who participate in the weekly trainings or activities.

A.1.2. YCHHSD shall:

- A. Mail and e-mail letters and flyers to promote participation in the activities.
- B. Provide input on activity content.
- C. Attend and support the weekly ILP trainings as well as the enrichment activities.
- D. Meet and confer regularly with CONTRACTOR staff and other interested parties.
- E. Maintain ongoing communication and coordination between the youth in the ILP program and CONTRACTOR staff.

A.2. TIME SERVICES RENDERED.

The trainings shall be conducted by CONTRACTOR in the identified areas of competency on a weekly basis on Wednesday evenings during the term of this Agreement.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

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

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Fifty-Eight Thousand Six Hundred Forty-Five Dollars (\$58,645.00), as specified in Attachment F – Budget. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Fifty-Eight Thousand Six Hundred Forty-Five Dollars (\$58,645.00) without an amendment to this Agreement approved by the Yuba County Board of Supervisors.

B.2 FISCAL PROVISIONS.

B.2.1 Payment for services rendered pursuant to this Agreement shall be made after the invoice is received from CONTRACTOR. CONTRACTOR shall submit quarterly invoices (with back-up documentation for all direct service charges attached) in a format in accordance with Attachment H – Invoice Format to COUNTY after completion of services but no later than the tenth (10th) day of the month following provision of services.

B.2.1.1 For services rendered for the quarter of April through June during the term of this Agreement, CONTRACTOR shall submit a quarterly invoice in accordance with the format specified in Attachment H– Invoice Format, based upon the actual services rendered in the months of April and May and estimated costs of services to be rendered in June no later than June 10th. CONTRACTOR shall submit a final quarterly invoice based on actual costs of services rendered no later than the tenth (10th) day of the month following the provision of services. YCHHSD shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, either CONTRACTOR shall reimburse YCHHSD the entire amount overpaid immediately upon receipt of written notice by YCHHSD or the amount overpaid shall be offset against future invoice payments, whichever YCHHSD prefers.

B.2.2 CONTRACTOR agrees to submit a Monthly Statistical Report (Attachment I) for each month of the payment period for which a quarterly invoice is submitted for payment. The Monthly Statistical Report shall provide the statistical information requested pertaining to the provision of services rendered for which payment is being requested

B.3 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

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

ATTACHMENT C

ADDITIONAL PROVISIONS

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

C.2 HEALTH AND SAFETY STANDARDS. CONTRACTOR agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

CONTRACTOR shall ensure that appropriate standards of health and safety in work and training situations shall be maintained and energy efficiency standards as stated in the State Conservation Plan (Title 24, California Code of Regulations) shall be maintained.

CONTRACTOR shall comply with Section 306 of the Clean Air, Section 508, Executive Order 11738 and Environment Protection Regulations.

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

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

C.5 CONTRACTOR has been selected to receive a portion of the Independent Living Allocation for the ILP program through its affiliation with the state community college system. The Independent Living Program shall provide services in accordance with the provisions of this Agreement and all exhibits attached hereto.

C.6 In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the State of California Department of Social Services (CDSS) regulations and Yuba County's policies and procedures to the extent each apply to CONTRACTOR.

C.7 The Children's Services Program Manager on behalf of COUNTY shall be the primary contact with CONTRACTOR. The CONTRACTOR's Project Director for ILP shall be the primary contact with COUNTY.

C.8 If the regulations promulgated to the Independent Living funds are revised, CONTRACTOR shall comply with such revisions.

C.9 In the event of any termination, all property or unfinished documents, photographs, data, studies and reports, or unused supplies prepared or purchased by CONTRACTOR under this Agreement shall be disposed of in accordance with policies set by COUNTY. In addition, any tools and/or equipment furnished to CONTRACTOR by COUNTY and/or purchased with funds pursuant to this Agreement shall be limited to the use pursuant to this Agreement and shall remain the property of COUNTY. Upon termination of this Agreement, CONTRACTOR shall immediately return such tools and/or equipment to COUNTY or dispose of them in accordance with the policies of COUNTY. CONTRACTOR shall be given the opportunity to purchase any or all the furniture, equipment and computers at the value determined by COUNTY pursuant to Government Code 25363, 25365, 25504, as appropriate.

C.10 At the expiration of the term of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for this purpose of the Agreement shall revert to COUNTY.

C.11 Cash Management. CONTRACTOR shall establish such fiscal controls and fund accounting procedures as required by State and COUNTY regulations to assure the proper dispersal of and accounting for FCE funds paid to COUNTY by the CDSS.

- a) COUNTY may observe and monitor all conditions and activities of this Agreement.
- b) The Federal Government, County of Yuba, State of California or its designee shall have the right to investigate, examine and audit all records, books and papers or documents related to the conduct of this program funded by this Agreement.
- c) CONTRACTOR shall maintain such program and fiscal records and make such program statistical fiscal records as are required by COUNTY. CONTRACTOR agrees to comply with procedures established by COUNTY regarding timely completion and submission of required reports.
- d) CONTRACTOR agrees to retain all fiscal records, invoice documentation and property records pertinent to this Agreement for a period of not less than five (5) years following the termination date of this Agreement.
- e) CONTRACTOR shall ensure completion of a financial audit after the completion of this Agreement. The contractor's single audit, as prescribed in Public Law 98-502, shall fulfill the financial auditing requirement of the CDSS Manual of Policies and Procedures, Section 23-640.2. CONTRACTOR shall provide COUNTY with a copy of the final audit of this activity.
- f) CONTRACTOR shall maintain daily time study reports as required by COUNTY.
- g) Property procured with ILP funds shall be used for the specified purposes. CONTRACTOR shall adhere to procedures and recording requirements as may be

published by the Federal Government, State of California, and/or COUNTY in order to maintain accountability for property.

- h) CONTRACTOR shall be liable for all amounts which are determined to be due by the Federal Government and/or the State of California including, but not limited to, disallowed costs that are a result of CONTRACTOR's or its contractors conduct under this Agreement. CONTRACTOR shall be notified and shall participate in any controversy or proceeding between COUNTY and the State of California and/or the Federal Government arising from this Agreement.

C.12 Standard of Conduct

- a) General Assurance

Every reasonable course of action shall be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from personal, financial or political gain. CONTRACTOR, its executive staff and employees, in administering this Agreement shall avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

- b) Confidentiality

CONTRACTOR shall safeguard all confidential information in accordance with Welfare and Institutions Code, Section 10850 and 5328. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph. CONTRACTOR must maintain compliance with confidentiality regulations. At no time shall CONTRACTOR'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. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.13 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.14 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and

resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

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

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

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

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

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

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of

whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.19.1 NUMBER AND GENDER. In this Agreement, the 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 CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

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

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

If to "COUNTY":

Yuba County Health and Human Services
Attn: Suzanne Nobles, Director
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:

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

If to "CONTRACTOR":

Dr. Nicki Harrington
Chancellor
Yuba College
2088 North Beale Rd
Marysville, CA 95901

ATTACHMENT E

INSURANCE PROVISIONS

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

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. Worker's 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, with a coverage form subject to COUNTY approval.

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

- | | | |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | <u>\$1,000,000</u> | 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: | <u>\$1,000,000</u> | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |
| 4. Employer's Liability: | <u>\$1,000,000</u> | Each accident, <u>\$1,000,000</u> policy limit bodily injury by disease, <u>\$1,000,000</u> each employee |

5. Professional Errors and Omissions Liability (if required):	<u>\$0.00</u>	bodily injury by disease. Per occurrence.
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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 CONTRACTOR 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 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 insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, the CONTRACTOR'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 CONTRACTOR's 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. CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect 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 CONTRACTOR, its employees, agents and subcontractors.

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.

E.4. Verification of Coverage. CONTRACTOR shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY's forms, provided those endorsements or policies conform to the 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.6 Sub-contractors. CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

ATTACHMENT F
Independent Living Program Budget
7/1/2010 - 6/30/2011

Fee Services				
		No. of Trainings	Cost per Training	Total
Weekly Trainings		49	\$655	\$32,095
Computer Camp				
		No. of Youth	Cost per Youth	Total
	Fall 2010	7	\$600	\$4,200
	Spring 2011	8	\$1,500	\$12,000
Total				\$16,200
Direct Service Budget				
Graduations/Celebrations				
	Gifts	\$4,850		
	Meals	\$2,000		
	Subtotal			\$6,850
Day Retreats				
	Supplies	\$300		
	Consult/Presenter	\$600		
	Conference	\$2,600		
	Subtotal			\$3,500
Grand Total				\$58,645

ATTACHMENT G
Cost Justification -Annual Cost Of Weekly ILP Training Classes

Personnel Expense: (Staff Performing actual service)				
Salary				
Position/Class	Name	Annual Salary	% of Time	Annual Service Cost Amount
Prog Director	L. Scheuermann	\$ 105,560	3.0%	\$ 3,167
Prog Specialist	Diana Adams	\$ 21,554	30.0%	\$ 6,466
Prog Trainers	College Staff	N/A	N/A	\$ 1,200
Prog Presenters	Non-College Staff	N/A	N/A	\$ 1,000
Fiscal Technician	B. Jeffries	\$ 48,417	3.5%	\$ 1,695
Total Cost of Service Salary				\$ 13,528
Benefits (Employer Paid Benefits of staff performing actual service)				
Position/Class	Name	Annual Benefits	% of Time	Annual Service Cost Amount
Prog Director	L. Scheuermann	\$ 29,796	3.0%	\$ 894
Prog Specialist	Diana Adams	\$ 4,310	30.0%	\$ 1,293
Prog Trainers	College Staff	N/A	N/A	\$ 200
Fiscal Technician	B. Jeffries	\$ 26,688	3.5%	\$ 934
Total Cost of Service Benefits				\$ 3,321
OPERATING COSTS				
(Costs directly associated with services, i.e. office supplies, space rent, utilities, communication, etc.)				
Description				
				Annual Service Cost Amount
Meals	(Avg. Annual Cost			\$ 6,575
Printing, Postage	(Avg. Annual Cost			\$ 335
Mileage	(Avg. Annual Cost			\$ 100
Rentals	(Avg. Annual Cost			\$ 250
Activitiy Supplies	(Avg. Annual Cost			\$ 1,685
Instructional Suplies	(Avg. Annual Cost			\$ 600
Activities	(Avg. Annual Cost			\$ 2,325
Total Cost of Service Operating Costs				\$ 11,870
OVERHEAD ADMIN COSTS				
(Costs not directly associated with the performance of service)				
Agency Overhead	4.88% of \$69,145*			\$ 3,374
*for efficiency purposes, includes overhead for entire program services other than mentors				
Total Annual Cost				\$ 32,093
Cost per class event (49 class/events)				\$ 655

ATTACHMENT H
Invoice Format

Contractor Name: _____ **Contact:** _____
Address: _____ **Phone:** _____
Period of Service: _____

<u>Service</u>	<u>Rate</u>	<u># of Child Or Service Rendered</u>	<u>Amount</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Subtotal Service Fees _____

Direct Service Costs

Graduations/Celebrations

Gifts _____

Meals _____

Total Graduation/Celebration Expenses _____

Weekend Retreats

Supplies _____

Consultant/presenter _____

Conference _____

Total Weekend Retreats _____

Invoice Grand Total _____

Certification:

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

Authorized Signature

Date

Mail original and back-up documentation to:

Yuba County Health and Human Services Department

Attention: Fiscal

P.O. Box 2320, Marysville, CA 95901

ATTACHMENT I
Yuba College
Monthly Statistical Report
For
ILP Services

Report Month _____

1) Number of classroom trainings conducted during the report period _____

2) In the classroom trainings conducted:

a) The unduplicated number of emancipated or 18-year-old youths that attended _____

b) The unduplicated number of 16 and 17-year-old youths that attended _____

3) Enrichment activities were conducted and attended during the report period as follows:

<u>Activity</u>	<u>Number Attended</u>
_____	_____
_____	_____
_____	_____
_____	_____

4) <u>Computer Camp</u>	<u>Number Attended</u>
_____	_____

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




081-11

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

Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

FROM: 
Suzanne Nobles, Director
Health and Human Services Department

DATE: February 22, 2011

SUBJECT: Authorization for the Director of the Health and Human Services Department (HHSD) to provide 30-day notice to stop payment for services provided by residential treatment facilities under Assembly Bill (AB) 3632

RECOMMENDATION: The Yuba County Board of Supervisors is requested to authorize the Director of HHSD to provide 30-day notice no later than March 1, 2011, to stop payment for services provided by residential treatment facilities to students who were placed in these facilities under AB 3632, and to notify all affected school districts in Yuba County and the parents of students impacted by this action.

BACKGROUND: In 1984, California mandated that county mental health agencies provide mental health services to students with serious emotional disabilities when these services are required as part of an individualized educational plan (IEP) developed jointly with the involvement of parents, school districts, and mental health agencies. AB 3632 became Chapter 26.5 of the California Government Code and these services are frequently referred to as "26.5 services". Most 26.5 services are provided on an outpatient basis, however, some students require inpatient services. The board and care portion of the inpatient services have been funded by social services departments through the Foster Care program at an average cost of approximately \$8,900 per month per child in Yuba County. On October 8, 2010, Governor Schwarzenegger used his line-item veto to eliminate all funding that would reimburse counties for 40 percent of Foster Care residential placement costs retroactive to July 1, 2010, and declared the mandate suspended. This action makes county social service departments responsible for 100% of the residential placement costs for the current fiscal year. The discontinuance of AB 3632 funding for placement and mental health services shifts the responsibility for serving special education students back to the school districts. The 30-day notice will provide adequate time to arrange for the alternative placement and services for these children.

DISCUSSION: Currently, there are five (5) Yuba County children in placement through the AB 3632 mandate. In the past, the County's 60 percent of the placement costs were paid through realignment funds. The remaining 40 percent was the state's share. Elimination of the State's share, as a result of the Governor's line item veto and discontinuance of AB 3632 funding, puts a burden on the County of an additional \$232,036.00 this fiscal year.

In light of the elimination of the AB 3632 mandate, HHSD recommends that effective March 31, 2011, Yuba County will no longer fund the residential placement costs for the five (5) children currently identified as 26.5 eligible.

FISCAL IMPACT: There will be no impact on the General Fund. During the first three (3) quarters of Fiscal Year 2010/2011, Yuba County is projected to expend 100 percent of the costs, or approximately \$448,653.00 for residential placement of identified AB 3632 children through social services realignment funds.