

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.

MARCH 1, 2011

8:30 A.M. YUBA COUNTY WATER AGENCY - CANCELLED

6:00 P.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Nicoletti
- 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. Administrative Services

1. Approve memorandum of understanding with Yuba County Water Agency for geographic information system services and authorize the Chairman to execute same. (Public Facilities Committee recommends approval) (082-11)

B. Clerk of the Board of Supervisors

1. Approve minutes of the meetings of February 15 and 16, 2011. (083-11)
2. Reappoint Michael Pitzner as the residential representative in lieu of a technical representative to the Plumas Lake Specific Plan Design Review Committee for a term to expire March 1, 2012. (084-11)

C. Community Development and Services

1. Approve Amendment No. 2 to the agreement with Condor Earth Technologies, Inc. for professional services regarding the Beale Air Force Base access road project and authorize the Chairman to execute same. (085-11)
2. Adopt resolution authorizing the Community Development and Services Director to complete purchase of single family residences identified as APN 013-130-074, 014-494-011, 020-111-001, and 014-664-002 as part of the neighborhood stabilization program and to execute all documents needed for completion of the purchase, rehabilitation, and resale. (086-11)
3. Approve cooperative agreement and relinquishment agreement with Caltrans for right of way pertaining to Feather River Boulevard Interchange at State Route 70 and authorize the Chairman to execute same. (087-11)
4. Approve agreement with Yuba Sutter Training Zone for recreation coordinator services and authorize the Chairman to execute same. (088-11)

D. County Administrator

1. Approve letters of support for the proposal to revalidate the transportation tax swap and authorize the Chairman to execute same. (089-11)

2. Approve letters of support for AB 434 as it relates to use of excess DNA Identification Funds for related collection, identification, and administrative work and authorize the Chairman to execute same. (090-11)

E. Health and Human Services

1. Approve agreement with Yuba Community College for services for the independent living program and authorize the Chairman to execute same. (Human Services Committee recommends approval) (091-11)

IV. SPECIAL PRESENTATION

- A. Receive presentation for Yuba County Trails Commission regarding activities. (no background material) (Ten minute estimate) (092-11)

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

VI. COUNTY DEPARTMENTS

A. Health and Human Services

1. Authorize 30-day notice no later than March 1 to stop payment of services provided by residential treatment facilities to students who were placed under Assembly Bill 3632 and notify all affected school districts and parents of students impacted. (Human Services Committee recommends approval) (Ten minute estimate) (093-11)

VII. CORRESPONDENCE - (094-11)

- A. Letter from High Sierra Resource Conservation and Development Area regarding annual plan and report.
- B. Letter from Reclamation District 784 advising of appointment of David L. Gothrow, Sr. and Sarbdeep Atwal as trustees.
- C. Letter from Federal Emergency Management Agency regarding letter of map revision for floodplain management purposes and flood insurance policies.
- D. Letter from Teichert Aggregates regarding the Hammonton Biomass Energy Plant and grant funding.
- E. Notice of meeting from California Wildlife Conservation Board for February 24, 2011 in Sacramento.
- F. Notice from California Fish and Game Commission regarding proposed regulatory action to sport fishing, mammal hunting, and Southeast Farallon Island special closure.

VIII. **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.

IX. ADJOURN

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

COMMITTEE MEETINGS

5:30 P.M. Human Services Committee - (Supervisors Stocker and Vasquez - Alternate Supervisor Abe)

- A. Consider closing the Library on May 28, July 2, and September 3, 2011 - Library (Five minute estimate) (095-11)
- B. Consider memorandum of understanding with Sutter Yuba Mental Health Services for therapeutic services - Health and Human Services (Ten minute estimate) (096-11)

03/03/2011
4:30 P.M. **Marysville City/County Liaison Committee**
City of Marysville
Covillaud Room
526 C Street
Marysville, Ca 95901

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

To place an item on the agenda, contact the office of the Clerk of the Board of Supervisors at (530) 749-7510.

PUBLIC INFORMATION

PUBLIC COMMUNICATIONS: Members of the public shall be allowed to address the Board of Supervisors on items not appearing on the agenda which are of interest to the public and are within the subject matter jurisdiction of the Board, provided that no action shall be taken unless otherwise authorized by law. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes.

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

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

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

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

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

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

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

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

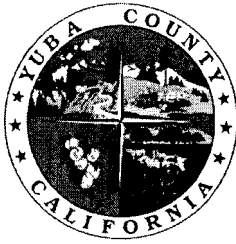
End

THIS PAGE INTENTIONALLY LEFT BLANK

CONSENT

AGENDA

THIS PAGE INTENTIONALLY LEFT BLANK



Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
 Angil Morris-Jones, County Counsel
From: Doug McCoy, Director, Administrative Services *TomferD Mc*
Date: March 1, 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 aide 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, aide in election redistricting and mapping of key YCWA resources and facilities.

Committee Finding

Recommended for approval by the Public Facilities Committee on February 22, 2011.

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.

THIS PAGE INTENTIONALLY LEFT BLANK

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.

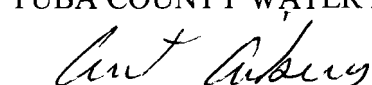
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this _____ day of _____, 2011.

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

BOARD OF SUPERVISORS

FEBRUARY 15, 2011 – MINUTES



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

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

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

A. Clerk of the Board of Supervisors

- 1. Approve minutes of the regular meeting February 1, 2011. (065-11) Approved as written.

B. Community Development and Services

- 1. Release Performance Bond with Plumas Lake Investment Company, LLC for River Oaks Boulevard Improvements and substitute alternate security in the form of a Deferred Improvement Agreement and authorize the Public Works Director to execute agreement. (066-11) Approved.
- 2. Adopt resolution accepting Feather River Air Quality Management District (FRAQMD) grant agreement No. VF10-03 for replacing three diesel trucks with one heavy duty diesel truck and authorizing the Public Works Director to execute any and all related administrative documents. (067-11)
 Adopted Resolution No. 2011-12, which is on file in Yuba County Resolution Book No. 42 entitled: "A RESOLUTION ACCEPTING FRAQMD GRANT AGREEMENT NO. VF10-03 FOR REPLACING THREE DIESEL TRUCKS WITH ONE NEW HEAVY DUTY DIESEL TRUCK AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN."

C. Sheriff-Coroner

- 1. Authorize Budget Transfer in the amount of \$25,527 from Account No. 151-9400-410-90-11 (Auto Fund Reimbursements) to Account No. 151-9400-410-62-00 (Auto Fund Fixed Assets) for the purchase of a replacement vehicle assigned to Hill Patrol. (068-11) Approved.

IV. PUBLIC COMMUNICATIONS:

Ms. Freda Calvert, Marysville, expressed concern regarding a third replacement of her electric "smart meter."

V. ITEM OF PUBLIC INTEREST

- A. Adopt resolution approving special event permit request from Scott Davis, E Street MX, for a national motocross race to be held on Shad Pad and adjacent property owned by applicant scheduled March 11 through 13, 2011 and the fee of \$3,587. (Community Development and Services) (Ten minute estimate) (069-11) Mr. Davis recapped the request for the permit and scheduled event advising of concurrence with the proposed resolution and responded to Board inquiries.

Supervisor Griego urged consideration to include a percentage of the proceeds and a safety compliance review.

Following Board discussion, Administrative Services Director Doug McCoy and Planning Director Wendy Harman advised of ongoing discussions regarding revisions to the conditional use permit for expanded uses on the at the Shad Pad and the adjacent property.

Following further Board discussion, Community Development and Services Director Kevin Mallen suggested amending the proposed resolution to include language for future discussion on uses to be considered.

The Board recessed at 10:05 a.m. and reconvened at 10:24 a.m. with all Board members present as indicated above including Supervisor Roger Abe. Chairman Abe presided.

Mr. Mallen briefly recapped previous discussion and recommended language to be added to the resolution advising Mr. Davis was in concurrence.

MOTION: Move to adopt resolution with the added language as 23b "Permitee shall enter into discussions with County to address covering the direct cost for services, consideration of event fees, consideration of access to Yuba River, and consideration of facility and event safety concerns.

MOVED: John Nicoletti

SECOND: Andy Vasquez

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

NOES: Roger Abe ABSENT: None ABSTAIN: None

Adopted Resolution 2011-13, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION GRANTING A TEMPORARY EVENT PERMIT TO E STREET MX FOR AN AMA DISTRICT 36 CROSS COUNTRY CHAMPIONSHIP SERIES RACE AT THE SHAD PAD AND E STREET MX PROPERTIES."

VI. COUNTY DEPARTMENTS

A. Administrative Services

1. Approve fleet management program with Enterprise Fleet Management; approve Master Equity Lease agreement, Maintenance Management agreement, and Maintenance agreement, and authorize the Chairman to execute same; adopt a resolution authorizing the Director of Administrative Services to execute lease schedules with Enterprise Fleet Management. (Public Facilities Committee recommends approval) (Ten minute estimate) (070-11) Administrative Services Director Doug McCoy recapped the savings to changing fleet management and responded to Board inquiries. County Administrator Robert Bendorf advised the fleet had been reduced over the last several years and anticipated more savings and reduction of fleet after meeting with Departments.

MOTION: Move to adopt

MOVED: Andy Vasquez

SECOND: John Nicoletti

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

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2011/14, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AUTHORIZING THE DIRECTOR OF ADMINISTRATIVE SERVICES TO EXECUTE LEASE SCHEDULES WITH ENTERPRISE FLEET MANAGEMENT."

B. County Administrator

1. Receive Mid-year Financial Report; authorize Budget Transfers in the total amount of \$5,119,322 with \$271,049 from General Fund Contingency; approve mid-year personnel request; and approve mid-year fixed assets requests. (Thirty minute estimate) (071-11) County Administrator Robert Bendorf recapped the second quarter financial report related to general funds revenues and expenditures, building permit activities, decrease in foreclosure activity, CalWORKS employment activity, food stamp activity, and briefly recapped the current status of the state budget plan.

Management Analyst Grace Mull recapped recommended departmental budget transfers and use of contingency funds to departments for early retirement and payouts, overtime, and correction of salary estimates.

Mr. Bendorf recapped personnel changes recommended for approval including a layoff of one Building Inspector II and one Supervising Building Official. Mr. Bendorf further recapped fixed assets request and responded to Board inquiries.

Economic Development Coordinator John Fleming advised of new local businesses, pending business opportunities bringing 100 jobs to the county and future prospective which would further bring over 100 jobs.

Chief Operating Officer Ms. Brenda Stranix, Yuba Sutter Economic Development Corporation, advised there were currently 30-40 hot leads for retail within in Yuba County, and one lead for a recreational aircraft factory. Ms. Stranix commented on a recent study to assist local businesses, a veteran's facility, activities with Beale and responded to Board questions.

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

VII. CORRESPONDENCE - (072-11)

- A. Notice from California Wildlife Conservation Board regarding acceptance of Yuba Highlands Conservation Easement Phase 1 and meeting scheduled February 24, 2011 at 10:00 in Sacramento. Received.
- B. Letter from California Department of Veterans Affairs regarding Veterans Services Officer work securing benefits for local veterans and their families. Received.

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

Supervisor Vasquez: Response from Counsel on ordinance code changes to be received by end of month and reconsideration of policy changes within ordinance

Following Board discussion, Chairman Abe advised discussion on policy changes would be added to the Board agenda for the Board meeting of February 22, 2011.

Supervisor Nicoletti:

- Meetings with various department heads on activities and concerns
- Suggested having County Counsel and County Administrator sit on the dais

Supervisor Griego:

- First 5 Yuba Commission policy ad hoc meeting held February 14, 2011
- OPUD Liaison Committee meeting held February 11, 2011

Supervisor Stocker: Fire Safe Council Board meeting regarding strategic fire breaks within the foothills and water grants

Supervisor Abe: Attended Hallwood Ladies Club meeting held February 14, 2011

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

A. Potential litigation pursuant to Government Code §54956.9(b) - Seven Claims/Bock

The Board returned from closed session at 12:26 p.m. with all present as indicated above, including Supervisor Abe.
There was no reportable action taken.

X. ADJOURN: 12:26 p.m. by Chairman Abe.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

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

FEBRUARY 16, 2011 – MINUTES



The Honorable Board of Supervisors of the County of Yuba reconvened the meeting of February 9 in regular session on the above date, commencing at 1:03 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Abe presided.

I. ROLL CALL – Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – All present

II. ORDINANCES AND PUBLIC HEARINGS

Public Hearing - Provide direction regarding comments received on Draft General Plan 2030 and Draft Environmental Impact Report; and direct staff to prepare Final Environmental Impact Report and response to comments. (064-11) (Public Hearing held February 9, 2011)

Community Development and Service Director Kevin Mallen provided brief recap of the public hearing held February 9, 2011 and a Power Point recapping and discussing the following:

- Board Recommended Changes to the following:
 - Remove 4/5 vote requirements with exception to valley growth boundaries and consideration of vote to amend requirement
 - Green house gas efficiency thresholds move from policy to an action item
 - Deer herds and corridors
 - NCCP/Habitat Conservation Plan support
 - Incorporation and Sphere of Influence
 - Stronger coordination with Local Agency Formation Commission
 - Water policies for new urban growth
 - Preservation of wetlands and riparian areas
 - Septic systems in high groundwater recharge areas consistent with policy and regulation
 - Floodplains
 - Fire safety and evacuation routes
 - Definitions
 - Language modifications regarding transit
 - Waste collection in urban areas
 - Road standards regarding slopes
 - Schools facilities planning
 - Support for levee work
 - Revisions to vision chapter more city coordination
 - Modifications to Housing

- Modifications regarding phasing language
- Modifying groundwater resources policy
- Board provided Policy direction on:
 - Land use on Highway 65 identified as Planning Reserve changed to Employment Village with added policies
 - Reference of activities on attracting business
 - Land use in the Woodbury area to remain identified as Planning Reserve
 - Planning Reserve Policy review and change "shall" to "should"
 - Stronger Jobs/Housing balance policies and change "should" to "will"
 - Stronger agricultural policies

The Board recessed at 3:05 p.m. and reconvened at 3:18 p.m. with all present as indicated above and continued with discussion and direction on the following:

- Mining on agricultural land to add policy to address bringing hazardous materials into County
- Natural Resource Policy 8.6 to provide more flexibility
- Waste management policies need added text to explain current functions
- Medical/Education Services in foothills to add language regarding rural community centers
- No changes to State highway system related policies
- Review entire document where "should" could be changed to "will"

Mr. Mallen recapped the next steps regarding the Board recommended changes and bringing back the Plan Board for re-consideration in late March 2011.

III. ADJOURN: at 4: 27 p.m. by Chairman Abe.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

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

Subject: Plumas Lake Specific Plan Review Committee – Residential Representative

Date: March 1, 2011

Recommendation

Reappoint Michael Pitzner as residential representative (in lieu of technical representative) to the Plumas Lake Specific Plan Design Review Committee for a term to expire March 1, 2012.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. Applicant currently serves on the committee and requests reappointment as his term has expired.

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

Fiscal Impact

None

Committee Action

None required.

Attachment

The County of Yuba



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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO

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

PLUMAS LAKE SPECIFIC PLAN REVIEW COMMITTEE

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

APPLICANT NAME: Michael Pitzner
MAILING ADDRESS: [REDACTED]
PHYSICAL ADDRESS: Same as mailing
TELEPHONE: HOME: [REDACTED] WORK: [REDACTED]
EMAIL ADDRESS: [REDACTED]
OCCUPATION/PROFESSION: Project Coordinator / Governance Specialist
SUPERVISOR/ DISTRICT NUMBER:

REASONS YOU WISH TO SERVE ON THIS BODY: To have an active voice in the development of my community
QUALIFICATIONS:

LIST PAST AND CURRENT PUBLIC POSITIONS HELD: Resident Representative for PLSPRC

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

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

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

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

[Signature]
SIGNATURE

1/20/10
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☒ APPLICANT APPOINTED: 2-16-2010

☐ OTHER: _____

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

March 1, 2011



085-11

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

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: AMENDMENT NO. 2 OF PROFESSIONAL SERVICES AGREEMENT – BEALE AFB
ACCESS (SMARTVILLE ROAD) PROJECT (CONTRACT # 2010-2209)

RECOMMENDATION:

That the Board approve the Professional Services Agreement Amendment #2 for Professional Geotechnical and Materials Testing Services for the Beale AFB Access (Smartville Road) Project and to authorize the chairman to execute the amendment. The Consultant for this project is Condor Earth Technologies, Inc.

BACKGROUND:

To comply with state and federal requirements for quality control, the consultant provided material testing and analysis for the cold foam pavement rehabilitation process for the Beale AFB access project. The contractor provided an estimated number of working days to complete the cold foam process. The consultant's work scope and cost were based on this estimate. The contractor estimated 7 working days to complete the cold foam portion of the project. The actual number of workings days required was 12. The additional working days increased both the number of material tests and the number of days the consultant was required to be on the project site.

DISCUSSION:

The consultant contract amount is currently \$54,526 and would be increased by \$22,268 to cover the additional testing and days of labor required due to the increased time taken by the contractor to complete the cold foam process. The total consultant contract amount will be \$76,794.

COMMITTEE ACTION:

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

FISCAL IMPACT:

The project is funded by 80% Federal Demonstration funds with a 20% local match of Proposition 1-B funds.

THIS PAGE INTENTIONALLY LEFT BLANK

**PROFESSIONAL SERVICES AGREEMENT
YUBA COUNTY Professional Geotechnical and Materials Testing SERVICES**

AMENDMENT # 2

This is the SECOND amendment to the agreement, dated August 3, 2010, for Professional Geotechnical and Materials Testing services between the County of Yuba (COUNTY) and CONDOR EARTH TECHNOLOGIES, INC. (CONSULTANT). The reason for this amendment is to address the additional funds owed to the consultant for performing work that exceeded the base contract fee determined in amendment 1. The base contract fee of the original agreement was based on seven (7) working days to perform the cold foam operations but the actual number of working days to complete the cold foam process was twelve (12) days. The construction contractor underestimated the number of working days prior to the beginning of work.

Pursuant to Operative Provision D.22, "Modifications," of the basic agreement, the following changes are hereby made:

(3) Attachment B, Payment, Section B.1 is changed to read:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed SEVENTY SIX THOUSAND SEVEN HUNDRED AND NINETY FOUR DOLLARS (\$76,794); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed SEVENTY SIX THOUSAND SEVEN HUNDRED AND NINETY FOUR DOLLARS (\$76,794) without a formal written amendment to this Agreement approved by the COUNTY.

All other terms and conditions remain unchanged.

In witness thereof, the parties hereto have executed this Amendment # 2 to the Agreement on _____, 20__.

"COUNTY"
County of Yuba

Board Chair

"CONSULTANT"
Condor Earth Technologies, Inc.

Ron Steggs G.E. #2295
Div. Manager 2/1/11

INSURANCE PROVISIONS APPROVED

Martha Wilson
Martha Wilson,
Risk Manager

Osama El-Fiky
Osama El-Fiky, G.E. #2803

APPROVED AS TO FORM

Thomas E. Jones
Angil Morris-Jones
County Counsel

Senior Engineer Feb 1, 11

ATTEST:

Date: _____

Donna C. Stottlemeyer, Clerk of the Board

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424

915 8th Street, Suite 123

Marysville, California 95901

www.co.yuba.ca.us



086-11

BUILDING

749-5440 • Fax 749-5616

CODE ENFORCEMENT

749-5455 • Fax 749-5424

ENVIRONMENTAL HEALTH • CUPA

749-5450 • Fax 749-5454

HOUSING & COMMUNITY SERVICES

749-5460 • Fax 749-5464

PLANNING

749-5470 • Fax 749-5434

PUBLIC WORKS • SURVEYOR

749-5420 • Fax 749-5424

To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director
Sean Powers, CDSA Finance and Administration Manager

Date: March 1, 2011

Subject: Acquisition of Single Family Residences APN 013-130-074, APN 014-494-011, APN 020-111-001, and APN 014-664-002 for the Neighborhood Stabilization Program

Recommendation:

Adopt the attached resolution authorizing the Community Development Director to complete the purchase of single family residences APN 013-130-074, APN 014-494-011, APN 020-111-001, and APN 014-664-002 as part of the Neighborhood Stabilization Program and execute all documents needed for completion of purchase, rehabilitation, and resale.

Background:

The goal of the County of Yuba Neighborhood Stabilization Program is to stabilize property values and homeownership rates in neighborhoods impacted by foreclosures. The County of Yuba has been awarded \$1,709,395.00 under the Neighborhood Stabilization Program allocation per agreement 09-NSP1-6129 for acquisition, rehabilitation, and resale single family homes. The activities are to be performed in the census tract numbers 0401.00, 0402.00, 0403.00, 0404.00, 0405.00, 0406.00 and 0407.00, in the following areas: Marysville, Linda, Olivehurst and Plumas Lake.

Discussion:

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

Committee Action:

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

Fiscal Impact:

The purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program. The purchase price of for the following APNs are estimated to be:

APN 013-130-074	\$83,000
APN 014-494-011	\$91,000
APN 020-111-001	\$90,000
APN 014-664-002	\$124,000

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

**RESOLUTION AUTHORIZING YUBA COUNTY)
COMMUNITY DEVELOPMENT AND SERVICES)
AGENCY DIRECTOR TO COMPLETE PURCHASE)
OF SINGLE FAMILY RESIDENCES APN 013-130-074,)
APN 014-494-011, APN 020-111-001, AND)
APN 014-664-002 AS PART OF THE NEIGHBORHOOD) STABILIZATION PROGRAM AND EXECUTE ALL)
DOCUMENTS NEEDED FOR COMPLETION OF)
PURCHASE, REHABILITATION AND RESALE)**

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program and the purchase price of APN 013-130-074 is estimated to be \$83,000, the purchase price of APN 014-494-011 is estimated to be \$91,000, the purchase price of APN 020-111-001 is estimated to be \$90,000, and the purchase price of APN 014-664-002 is estimated to be \$124,000.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors authorizes the Yuba County Community Development and Services Agency Director to complete the purchase, rehabilitation and resale of APN 013-130-074, APN 014-494-011, APN 020-111-001, and APN 014-664-002, and execute any necessary documents, subject to County Counsel review.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2011 by the following vote:

AYES:

NOES:

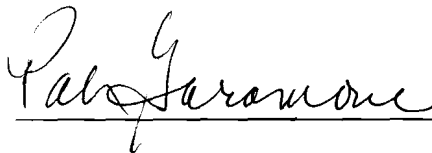
ABSENT:

ABSTAIN:

CHAIR

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



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

March 1, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: APPROVE COOPERATIVE AGREEMENT AND RELINQUISHMENT AGREEMENT
WITH CALTRANS FOR RIGHT OF WAY PERTAINING TO THE FEATHER RIVER
BOULEVARD INTERCHANGE AT SR 70



087-11

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

RECOMMENDATION:

Approve the attached Cooperative Agreement and Relinquishment Agreement with Caltrans outlining the State's and County's responsibilities pertaining to right of way for the Feather River Boulevard Interchange at SR 70 and authorize the Chair to execute the same.

BACKGROUND:

Yuba County is proposing to replace the existing at-grade signalized intersection of Feather River Boulevard and State Route 70 with an interchange. Since this is a project largely to be constructed on the State's facilities, a Cooperative Agreement is required between the County and State, outlining each agencies responsibilities for each phase of work. These agreements pertain to the right of way phase only, and a construction agreement will follow in the future. County staff is comfortable with the wording in the attached agreements and recommends approval. County Counsel has approved the agreements as to legal form.

DISCUSSION:

The Agreements essentially specify that Caltrans is responsible to perform all right of way activities necessary to acquire the remaining needed property for the interchange, including funding 100% of the acquisition and support costs. The County agrees to accept title to the property, and hold/maintain the property for purposes of the Interchange project.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed due to the routine nature of cooperative agreements.

FISCAL IMPACT:

None on County. Caltrans is responsible for remaining right of way acquisition capital and support costs. County previously contributed \$950,000 to Caltrans for right of way acquisition pertaining to this project.

THIS PAGE INTENTIONALLY LEFT BLANK

COOPERATIVE AGREEMENT

THIS AGREEMENT, entered into effective on _____, is between the State of California, acting by and through its Department of Transportation, herein referred to as "CALTRANS," and the

COUNTY OF YUBA, a political subdivision of the State of California, referred to herein as "COUNTY".

RECITALS

1. CALTRANS and COUNTY, collectively referred to herein as "PARTIES", pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) right of way (R/W) within COUNTY's jurisdiction.
2. CALTRANS will acquire R/W parcels (PARCELS) shown on Exhibit B attached to and made a part of this Agreement. Acquisition of PARCELS are necessary for construction and future maintenance of the interchange at State Route 70 and Feather River Boulevard (Interchange Project). PARCELS will be purchased in the name of COUNTY.
3. CALTRANS will fund the acquisitions of PARCELS using State Transportation Improvement Program – Interregional Improvement Program (STIP-IIP).
4. COUNTY will accept ownership of PARCELS and will hold and maintain them for purposes of the Interchange Project.
5. PARTIES intend to define herein as to who is going to acquire PARCELS and who will own, operate, and maintain them.

SECTION I

CALTRANS AGREES:

1. To perform and complete all R/W activities necessary to acquire PARCELS.
2. To fund one hundred percent (100%) of PARCELS acquisition capital and support costs estimated to be \$209,000, as shown on Exhibit A attached to and made a part of this Agreement.
3. CALTRANS shall acquire PARCELS, as shown on Exhibit B, in the name of COUNTY, as part of R/W necessary for aspects of the Interchange Project.

SECTION II

COUNTY AGREES:

1. To accept title to PARCELS and hold and maintain them for purposes of the Interchange Project.
2. To be responsible for the operation, maintenance and be liable for PARCELS purchased in COUNTY's name.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
2. All applicable laws, regulations, and policies relating to the use of Federal funds and State gas tax funds shall apply, notwithstanding other provisions of this Agreement.
3. Execution of this Agreement by PARTIES grants CALTRANS the right to enter on COUNTY controlled lands at no cost to CALTRANS or its agents, to perform necessary R/W activities.

4. If, during performance of R/W activities, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and if NEPA applies, NEPA, this Agreement will be amended to include completion of those additional tasks by COUNTY as an Interchange Project cost. The CEQA Lead Agency and if NEPA applies, NEPA Lead Agency, shall review, comment and approve the additional environmental documentation.
5. CALTRANS and COUNTY will coordinate, obtain, implement, renew and amend the necessary regulatory agency permits, agreements, and/or approvals. The cost to coordinate, obtain, implement, renew and amend the necessary regulatory agency permits, agreements, and/or approvals is an Interchange Project cost.
6. CALTRANS and COUNTY will comply with all of the commitments and conditions set forth in the environmental documentation, permits, approvals, and applicable agreements as those commitments and conditions apply to each party's responsibilities in this Agreement.
7. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permits, agreements, and/or approval(s) for Interchange Project, all legal costs associated with those said legal challenges shall be an Interchange Project cost.
8. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for Interchange Project will be held in confidence to the extent permitted by law, and where applicable, the provisions of California Government Code section 6254.5(e) shall govern the disclosure of such documents in the event said documents are shared between the Parties. Parties will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the work described herein this Agreement without the written consent of the party authorized to release them, unless required or authorized to do so by law.
9. The party that discovers any hazardous material (HM) will immediately notify the other party to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by Interchange Project or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by Interchange Project.

10. CALTRANS, independent of Interchange Project, is responsible for any HM-1 found within existing SHS R/W. CALTRANS will undertake HM-1 management activities with minimum impact to Interchange Project schedule and will pay all costs associated with HM-1 management activities.

CALTRANS has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS R/W. COUNTY, independent of Interchange Project, is responsible for any HM-1 found within Interchange Project limits outside existing SHS R/W. COUNTY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to Interchange Project schedule, and COUNTY will pay, or cause to be paid, all costs associated with HM-1 management activities.

11. If HM-2 is found within the limits of Interchange Project, the public agency responsible for advertisement, award, and administration (AAA) of the Interchange Project construction contract will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is an Interchange Project construction cost.
12. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
13. CALTRANS' acquisition of or acceptance of title to any property on which any hazardous material is found will proceed in accordance with CALTRANS' policy on such acquisition.
14. A separate Cooperative Agreement or agreements will be required to cover responsibilities and funding for the construction phase of Interchange Project.
15. Nothing within the provisions of this Agreement is intended to create rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
16. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY and/or its agents shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions

of liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under this Agreement.

17. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents, under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS and/or its agents shall fully defend, indemnify and save harmless COUNTY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
18. Prior to the commencement of any work pursuant to this Agreement, either CALTRANS or COUNTY may terminate this Agreement by written notice to the other party.
19. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
20. This Agreement will terminate upon completion of acquisition of PARCELS and when both parties have met all scope, cost, and schedule commitments included in this Agreement and have signed a cooperative agreement closure statement, which is a document signed by parties that verifies the completion of acquisition of PARCELS.

However, all indemnification, document, retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.


**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

COUNTY OF YUBA

GARY S. SIDHU, Deputy District Director
D3 Programming & Project Management

Chair, Board of Supervisors

Approved as to form and procedure:



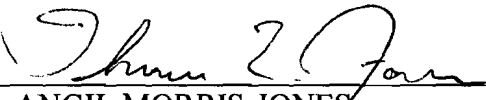
MEERA DANDAY, Attorney
Department of Transportation

DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

Certified as to funds:


REBECCA PIKE
District Project Control Officer

Approved as to form and procedure:




ANGIL MORRIS-JONES
County Counsel

Certified as to financial terms and policies:



ANGIE VILORIA
Accounting Administrator



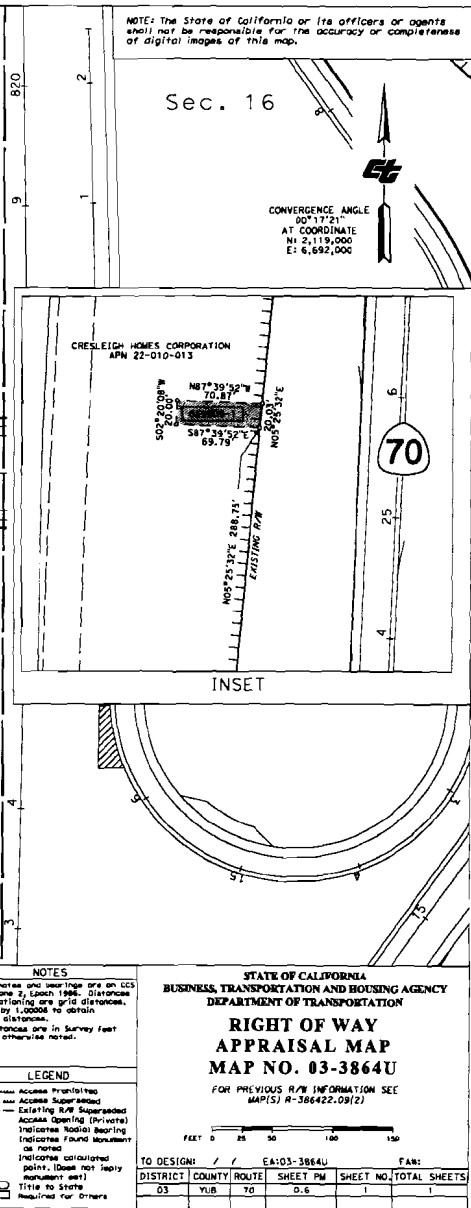
Fiscal Officer

03-YUB-70 PM R 0.35
Feather River Blvd I/C
EA: 03-3864U
Cooperative Agreement No. 03-0471

EXHIBIT A

PARCELS ACQUISITION COST ESTIMATE

DESCRIPTION	STATE (STIP-IIP FUNDS)
CAPITAL	\$122,000
SUPPORT	\$ 87,000
TOTAL	\$209,000

[illegible]

RELINQUISHMENT AGREEMENT

THIS AGREEMENT, entered into effective on _____,
is between the State of California, acting by and through its Department of Transportation,
herein referred to as "CALTRANS," and the

COUNTY OF YUBA, a political
subdivision of the State of California,
referred to herein as "COUNTY".

RECITALS

1. CALTRANS and COUNTY, pursuant to Streets and Highways Code section 73 and 130, are authorized to enter into a Cooperative Agreement in order to relinquish to COUNTY a portion of a State Highway within COUNTY's jurisdiction.
2. CALTRANS will relinquish to COUNTY that portion of parcels along State Route (SR) 70 as shown in Exhibit A, attached to and made a part of this Agreement, referred to hereinafter as "RELINQUISHED FACILITIES". This relinquishment is based on non-motorized transportation facilities. COUNTY is willing to accept said RELINQUISHED FACILITIES upon approval by the California Transportation Commission (CTC) of a Resolution of Relinquishment and STATE's recording of said Resolution in the County Recorder's Office.
3. CALTRANS and COUNTY agree that RELINQUISHED FACILITIES are currently in a state of good repair.
4. The parties hereto intend to define herein the terms and conditions under which RELINQUISHED FACILITIES is to be accomplished.

SECTION I

COUNTY AGREES:

1. Execution of this Agreement constitutes COUNTY's waiver of CALTRANS' obligation to provide ninety (90) days prior notice of CALTRANS' "Intention to Relinquish" as set forth in Streets and Highways Code section 73.
2. To accept ownership, including all of CALTRANS' current obligations, rights, title and interest in RELINQUISHED FACILITIES upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and to thereafter operate, maintain, and be liable for RELINQUISHED FACILITIES at no additional cost to CALTRANS.

SECTION II

CALTRANS AGREES:

1. To relinquish, upon the approval of the CTC's Resolution of Relinquishment, the RELINQUISHED FACILITIES.
2. To submit the CTC Resolution of Relinquishment to the County Recorder's Office for recording.
3. To transfer to COUNTY, within sixty (60) days of the recordation of the CTC's Resolution of Relinquishment, copies of all available CALTRANS records and files for RELINQUISHED FACILITIES, including, but not limited to, plans, survey data and right of way information.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of any funds by the CTC.

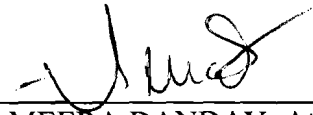
2. CALTRANS reserves the right to enter, at no cost to CALTRANS, RELINQUISHED FACILITIES, to modify or add signage, drainage, and other improvements necessary for State Highway operations. COUNTY agrees to allow CALTRANS access to operate, maintain, add, remove, or modify CALTRANS' facilities retained in those collateral facilities.
3. RELINQUISHED FACILITIES may be recaptured by CALTRANS for future transportation project at no cost to CALTRANS and COUNTY agrees to reconvey property when so requested.
4. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.
5. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, shall fully defend, indemnify and save harmless COUNTY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this Agreement.
6. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
7. This Agreement shall terminate upon recordation of the CTC's Resolution of Relinquishment for RELINQUISHED FACILITIES in the County Recorder's Office, except for those provisions which relate to indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CINDY McKIM
Director of Transportation

GARY S. SIDHU, Deputy District Director
D3 Programming & Project Management

Approved as to form and procedure:



MEERA DANDAY, Attorney
Department of Transportation

Certified as to funds:

REBECCA PIKE
District Project Control Officer

Certified as to financial terms and policies:



ANGE VILORIA
Accounting Administrator

COUNTY OF YUBA

Chair, Board of Supervisors

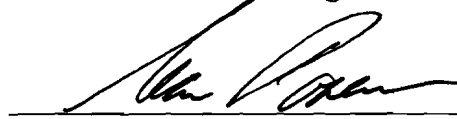
DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

Approved as to form and procedure:



ANGIL MORRIS-JONES
County Counsel

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and the purpose of payment to STATE stated in this Agreement.



Fiscal Officer

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY
RELINQUISHMENT INDEX MAP**

MAP NO. _____

FOR PREVIOUS R/W INFORMATION SEE
MAPS 005078, R-386422.09(2)
AND R-386422.09E(2)

FEET 0 25 50 100 150

TO DESIGN: _____ EAI 03-3864(4) FARI: _____

DISTRICT	COUNTY	ROUTE	SHEET	PM	SHEET NO.	TOTAL SHEETS
03	TUL	0	0.6		1	2

DATE _____



R/W PROJECT SURVEYOR		BY
DATE	REVISIONS	
-		
-		
-		
-		

RIGHT OF WAY RELINQUISHMENT MAP
IN THE COUNTY OF YUBA
STATE ROUTE 70 - AT FEATHER RIVER BOULEVARD
TO THE COUNTY OF YUBA Sec. 16

CONVERGENCE ANGLE
00°17'21"
AT COORDINATES
N: 2,119,000
E: 6,692,000

SEGMENT 3
TO BE RELINQUISHED

SEGMENT 2
TO BE RELINQUISHED

APPROXIMATE SECTION LINE


T. 13 N. R. 4 E. M.D.M.

LEGEND

```

##### Access Prohibited
####  Access Superseded
----- Existing R/W Superseded

```

* Indicates calculated point. (Does not imply monument set)
 Land to be relinquished to the County of Yuba

FILED FOR RECORD IN

STATE HIGHWAY MAPBOOK NO.

DATE: _____ AT PAGE _____

RECORDERS INDEX NO. _____

RECORDS OF YUBA COUNTY

(In compliance with Sections 128 & 129 of the
STREETS & HIGHWAYS Code)

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
DISTRICT 3

RIGHT OF WAY ENGINEERING

**RELINQUISHMENT MAP
FOR RELINQUISHMENT TO THE
COUNTY OF YUBA
RELINQUISHMENT REQUEST
NO. _____**

DATE: OCTOBER 19, 2010

SCALE: 1"=50'

DISTRICT	COUNTY	ROUTE	P.M.	E.A.	SHEET NO.
03	YUB	70	0.6	03-3864-U	2 of 2

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



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

MARCH 1, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR 
 RYAN McNALLY, PARKS AND LANDSCAPE COORDINATOR 

SUBJ: APPROVE AGREEMENT WITH THE YUBA SUTTER TRAINING ZONE TO PERFORM RECREATION COORDINATOR SERVICES

RECOMMENDATION:

Approves the Agreement with the Yuba Sutter Training Zone to provide recreational programming targeted toward families with children aged 0 – 5 years, funded by a grant from First Five Yuba.

BACKGROUND:

In support of our recreation program, the Yuba Sutter United Way has done a commendable job serving as our contractor by providing recreational program services since May 2009. As we are approaching the end of our Agreement with the United Way however, the County recently initiated a Request for Proposal to determine who would succeed them as this program continues.

Surprisingly, the results of that RFP yielded only one responsive bidder, the Yuba Sutter Training Zone (formerly Pro Fitness Health Club). Other candidates that we felt were likely competitors either graciously declined or were unresponsive. As a result, staff has met with the Yuba Sutter Training Zone on several occasions to develop an understanding of their operation and their intent to become a contributing asset to the County.

DISCUSSION:

The proposal submitted by the Yuba Sutter Training Zone was comprehensive and met all of the requirements of the program as set by the Community Development and Services Agency. If awarded, they will continue the successful legacy of the United Way in nearly a seamless manner and even dramatically cut facility costs in the process by offering their newly expanded facility for programming. This will allow more grant funds to be invested in actual programming and create an opportunity for greater outreach.

The overall programming will remain the same but the overall convenience to the public will increase significantly. As a component of their proposal, the Yuba Sutter Training Zone offers web registration and credit card acceptance which has been a challenge to the County since the program's inception.

COMMITTEE ACTION:

On February 01, 2010, the Land Use and Public Works Committee recommended approval by your full Board.

FISCAL IMPACT:

No fiscal impact as this is a budgeted item paid for by First Five Yuba grant funds.

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT for RECREATION COORDINATOR ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

YUBA SUTTER TRAINING ZONE
"CONTRACTOR"

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", 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-4.

2. TERM.

Commencement Date: **March 1, 2011**

Termination Date: **June 30, 2012**

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 thirty (30) 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.

Director of Community Development and Services Agency is the representative of the COUNTY and will administer this Agreement for the COUNTY. Chris Gill, Owner, 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

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

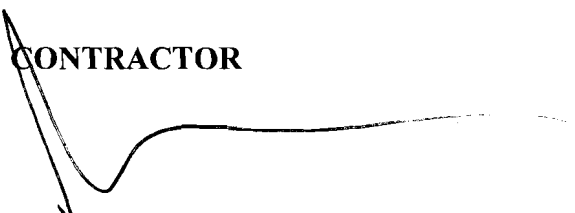
IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2011.

COUNTY


_____, Chair
Yuba County Board of Supervisors

CONTRACTOR



Chris Gill, Owner
Yuba Sutter Training Zone

INSURANCE PROVISIONS
APPROVED

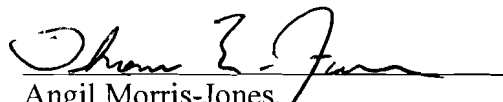


Martha K. Wilson,
Risk Manager

ATTEST:

Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Angil Morris-Jones,
County Counsel

COUNTY OF YUBA

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

Incorporated fully herein is the attached Scope of Services proposed by Yuba Sutter Training Zone, which consists of nine (9) pages and details the organization's intent and qualifications to achieve the following milestones:

A.1.1 Provide contracted services to the County as a dedicated Recreation Coordinator;

A.1.2 Comply with direction and milestones as provided by the Recreation Committee or other County delegates as directed by the Director of Community Development and Services Agency to achieve the following;

A.1.3 Offer recreational programming to children aged 0-5 using First Five Yuba Commission funds;

A.1.4 Offer fee based recreational programming to all other demographics once infrastructure is in place and sustainability is achieved. CONTRACTOR shall not expend any grant funds obtained from the FIRST FIVE YUBA Commission on programs other than those directly benefiting the 0-5 age group and their families;

A.1.5 Offer recreational services to ALL residents of the County by facilitating programming through collaboration in various communities and incorporated areas including but not limited to:

- Marysville
- Wheatland
- Linda
- Olivehurst
- Beale AFB
- Foothill communities

A.1.6 Provide detailed records of program registrants monthly to the COUNTY including:

- Name
- Age

- Sex
- Ethnicity
- Primary Language
- Special Needs
- Address
- Enrollment Date
- Enrollment Location
- Registration Paid
- Program

A.1.7 Provide a web or network based mechanism allowing joint access to track registrants and program enrollment so as to not double or over book programs due to lack of communication between multiple sign up locations.

A.1.8 Assume full responsibility, including liability, in providing and executing all programs including but not limited to coordination, selecting and hiring of instructors, background checks, locations, lease agreements and procuring adequate liability insurance coverage for programming. All costs associated with this provision may be paid for utilizing grant funds as long as the program is available to children aged 0-5 years.

A.2. TIME SERVICES RENDERED.

Commencing from the date of this agreement until June 30, 2012.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. Furthermore, CONTRACTOR shall be given a copy of and be responsible for providing services consistent with the AGREEMENT in place between the COUNTY and FIRST FIVE YUBA. 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 except for:

A.4.1 OFFICE FACILITY– COUNTY may elect to provide office space and amenities for the CONTRACTOR to execute the duties specified herein for the term of this Agreement. This would include but is not limited to:

- Cubicle style desktop area
- Computer
- Dedicated email access on County server

- Telephone with dedicated line for Recreation Program
- Multiple conference rooms for meetings and programs
- Front counter access for public interaction
- Administrative support staff

These amenities would be provided at:

Yuba County Government Center
915 Eighth Street, Suite 123
Marysville, CA 95901

A.4.2 RECREATION EQUIPMENT – Pursuant to this program, the County has available the following resources to be used for recreational programming:

AQUATICS PROGRAM

QTY	RESOURCE
1	Bodyboard
3	Large Umbrella Stands
3	Large Umbrellas
1	Folding Table
1	Mini Water Cooler
1	EZ Up Shade Structure
16	Pool "Noodles"
1	Broom
1	Deck Squeegee
1	Trash Picker Upper
30	Kickboard
3	Packages Water Diapers
2	Pool Banners
4	Floating Characters for Swim Lessons
6	Water Balls for Swim Lessons
8	Pool Sticks for Swim Lessons
5	Life Jackets
1	Water Pitcher
1	AED Kit
1	Floor Fan
8	"No Diving" Cones
1	Lap Timer
	Swim Evaluations
	Swim Certificates
	Open Swim Wrist Bands
1	First Aid Kit
1	4' X 8' Program Plywood Sign

DANCE PROGRAM

QTY	RESOURCE
9	5' X 6' Glassless Mirrors
1	8' Freestanding Unit w/ Bar on 2 Sides
2	Memorex CD "Boombox"
1	Floor Fan
1	Tote of Numerous Donated Tap Shoes
1	Tote of Numerous Donated Ballet Shoes
1	Tote of Numerous Donated Jazz Shoes

GYMNASTICS PROGRAM

QTY	RESOURCE
1	Stratum Vaulting Board
1	5' X 10' X 32" Pit
1	4 Spring Jr Board - Weight Limit 120lbs
1	Adjustable Training Beam
1	Low Padded Beam
4	EZ-Roll (6' X 42' X 1.38")
1	Fig Firm V-27.5 X 15
1	Throw Mat (5' X 10')
1	Fig Firm CM 7.5 X 12
1	Mini Bar with 120lb Weight Limit
1	Cartwheel Beam / Mat
1	Donut Half
1	Deluxe Folding Incline
1	Panel Mat

MIXED MARTIAL ARTS PROGRAM

QTY	RESOURCE
10	Tiger Claw Kick Shields
9	Tiger Claw Kick Mitts
1	First Aid Kit

PARENT AND ME HIT THE TEE PROGRAM

QTY	RESOURCE
5	Small Child Baseball Gloves

MISCELLANEOUS

QTY	RESOURCE
1	Cork Board
1	Folding Stool Seat
2	Travel Folding Chairs
75	Books
10	Training Cones
1	Yuba County Recreation Program Banner
2	Variety Programs Banner
1	Variety Programs Plywood Sign
	Binders / Office Supplies

COUNTY OF YUBA

RECEIVED

DEC 09 2011

Community Development &
Services Agency

REQUEST FOR PROPOSAL FORM

(This form should be included with your Proposal)

The undersigned has carefully checked all figures in his/her proposal and understands the County of Yuba will not be responsible for any errors or omissions in preparing this proposal. The proposal shall remain valid for any and all services provided for a period of sixty days.

RFP NAME: RECREATION PROGRAM SERVICES

FIRM NAME: YUBA SUTTER TRAINING ZONE

CONTACT NAME: CHRIS GILL

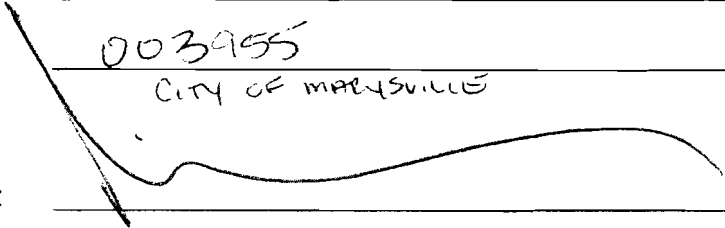
ADDRESS OF FIRM: 424 D STREET
MARYSVILLE, CA 95901

TELEPHONE: (930) 742-7473

EMAIL ADDRESS: chrisgill67@yahoo.com

FEDERAL ID NUMBER: 20-3686248

LICENSE NUMBER: 003955
CITY OF MARYSVILLE

AUTHORIZED SIGNATURE: 

TITLE: OWNER

STATEMENT OF QUALIFICATIONS

When exploring the attributes of a happy and successful community, little compares to the impact of a fulfilling parks and recreation component. By their very nature, people long for what they consider fun and meaningful activities and it has been the tradition of local municipalities to answer that call. Over the past couple of years we have watched Yuba County transform this demand into reality and as a result, our community has benefited tremendously.

In response to the Recreation Department's newest Request for Proposal, it is the intent of the Yuba-Sutter Training Zone to forge a partnership with Yuba County and endeavor to improve on a program which has been hailed a success on behalf of the Recreation Department and our predecessor, the Yuba Sutter United Way. Our proposal will undoubtedly streamline and improve existing processes, making them more efficient and cost effective to allow a maximum amount of revenue to be reinvested in the program. As you will see, though unconventional, our proposal will combine the accessibility of local government with the efficiency of private industry to develop a model that will certainly provide more return on investment than any other foreseeable option.

Organization

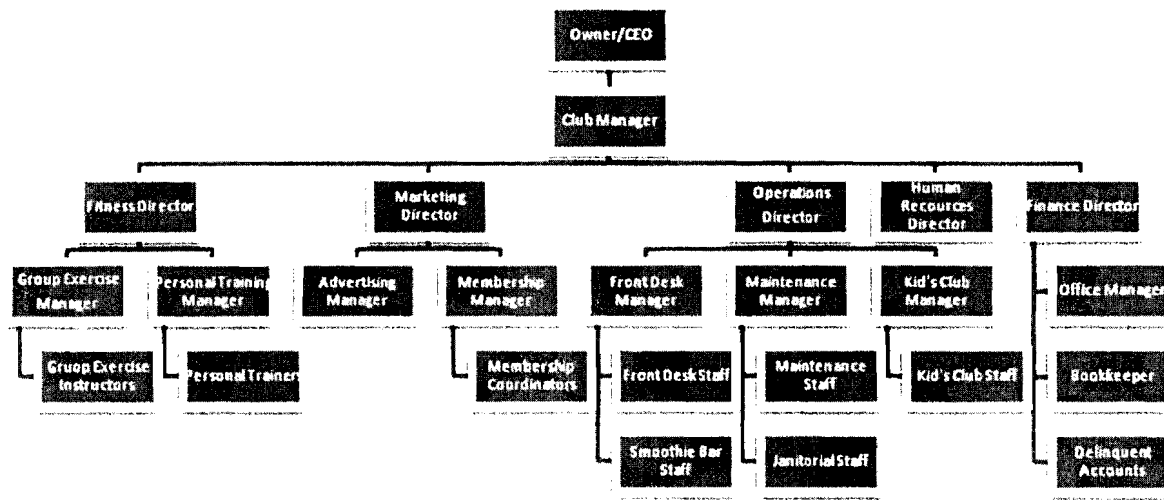
Located in downtown Marysville at 424 D Street, Yuba-Sutter Training Zone (formerly Pro Fitness) is Yuba County's only full-service fitness facility with a member base of approximately 1,800 people and 85% of who are Yuba County residents. Our facility caters to all demographics and has something to offer everyone regardless of age or fitness levels. Since purchasing this facility in 2005, we have made tremendous improvements to coincide with our goal of helping people to lead a healthier lifestyle. We promote a family friendly atmosphere by offering various classes hereby establishing a foundation for a healthy lifestyle.

Our venture with Pro Fitness and the Yuba-Sutter Training Zone has been a proverbial "labor of love" with healthy lifestyle being a passion of ours and a critical cornerstone of our operation. Our dedicated staff of certified personal trainers, instructors, and I operate with a driving philosophy that we are here to help those who want to succeed and give them the tools necessary to do so. It is our mission to ensure that our community is given every opportunity to overcome obstacles and mindsets that often hinder their progress toward physical well-being.

To the dismay of many in our organization, it was recently published in the 2010 County Health Rankings that Yuba County ranked number 52 out of the 56 California counties. Yuba County ranked at an alarming 53 out of 56 for mortality rates and access to healthy foods at a lowly 42%. Due to the lack of improvement in recent years, we felt compelled to do our part in finding a solution. The first step toward a solution has been our regular involvement on the Yuba County Health and Wellness Committee. In addition, we have fostered an ongoing partnership with Yuba County Recreation in support of the "Kid Fit" program by offering our facility's resources free of charge.

In the past year, our business model has proven to be a tremendous success and because our family is growing larger by the day, we have embarked on an aggressive expansion project by acquiring and developing the adjoining building to the north at 430 D Street. This expansion has increased our available operating space by 20,000 square feet. The 166% increase in size over our previous facility has dramatically enhanced our capacity for services.

Our organization employs 28 people who range from program managers to instructors and trainers to sales staff. In terms of this proposal, the person charged with managing this venture will be Debbi Goode. She has a Bachelor's Degree in Fitness Management and a Master's Degree in Education. She has almost 20 years experience in the Health and Fitness Industry. Debbi is currently the Fitness Director at the Yuba-Sutter Training Zone. Our organizational staff structure is as follows:



One of the central ideas for the Yuba-Sutter Training Zones is to collaborate with other community businesses and organizations and develop fun recreational programs and activities. The Yuba-Sutter Training Zone is affiliated with the Yuba-Sutter Chamber of Commerce, Marysville BID and IHRSA (International Health, Racquet, and Sports Association).

In the past year, we have assimilated the Extreme Sports MMA program, developed a quality Jiu-Jitsu program by affiliating with Cassio Werneck BJJ, and partnered with Studio B to offer dance classes for children and adults. We have organized a large Power Lifting and Fitness Challenge every year for the past five years. The event attracts participants and their families from the surrounding communities and acts as a fund-raising event for local charities.

Because much of the funding for this program is funded directly by the First Five Yuba Commission, it is important to know that the Yuba-Sutter Training Zone's mission, programs and services coincide with three of the four outcome areas detailed by the First Five Yuba Commission's Strategic Plan - *Improved Family Functioning*, *Improved Child Development* and *Improved Child Health*. We cater to people of ALL ages, including expectant mothers and children aged 0-5 by providing an atmosphere where families can exercise together. We have a staff nutritionist who can educate and encourage families to improve their nutritional habits. Physical fitness and proper nutrition have a huge impact on children's learning abilities and school readiness.

Proposal

Personnel and Collaboration

Personnel expenses associated with private enterprises are exceedingly more competitive than public agencies and many non-profits. Therefore, we are certain we can exceed expectations with less expenses dedicated toward staff.

Although the Yuba-Sutter Training Zone is open to Yuba County staffs recommendations during a transition period, it is our belief that under the guidance of Debbi Goode, we can significantly reduce direct staff expenses in addition to reduced hours. Although a dedicated joint staff person will be necessary at the Recreation Department as well as our D Street location, our team's combined work will reduce the need for a 40 hour work week position. The resulting cost savings will in turn be reinvested in the venture to offset cost overruns in programs which have difficulty achieving self sustainment.

As a team effort, our staff will work with County delegates to capitalize on existing resources. This would include your financial team, customer service and outreach partnerships. In addition, the Yuba-Sutter Training Zone is proud to be an e-commerce enterprise with the ability to accept all major credit cards and online registration. If awarded this opportunity, we would immediately propose to establish a relationship with your information technology team to create a 'store front' directed from your website which would allow registrants to access this online capability. All information would then be shared with the county for accurate and efficient record keeping. This will help afford Yuba County residents the utmost convenience in registering for programs with the flexibility of online credit card payments as well as two fixed locations for walk in registration.

Our staff is always required to dress in a professional manner to maintain a welcoming environment. They are required to wear collared shirts at the gym. Those assigned to your office would have even higher expectations as it is an office setting with professional public interactions. Our staff appointed to this position will be required to conform to all County policies and procedures and will be expected to report to your delegate as they would if employed by your agency.

Another key to success is establishing successful partnerships that allow for the efficient use of resources without duplicating services. As Yuba County's only comprehensive health club facility, our diverse membership, which includes many key personnel from various organizations, allows us to bond unconventional partnerships with other community providers. It is our intent to work with these, and other organizations to accomplish this milestone.

Collaboration may be the single most important component to this equation as self sustainment most likely will not occur without partnerships. Programs that create high overhead charges to this venture will require creative thinking and collaboration with existing providers. As you will see, our organization has the ability to host many programs at our facility, but there are other programs, especially aquatics, which will require special partnerships. Some of these partnerships may include:

- Allyn Scott Youth and Community Center
- Friday Night Live
- Marysville Joint Unified School District
- Marysville Public Works / Parks
- Olivehurst Community Center
- Olivehurst Public Utility District
- Plumas Lake School District
- Yuba City Parks and Recreations / Aquatics
- Yuba County Office of Education
- Yuba County Public Works / Parks

Program providers who are not already employed by the Yuba-Sutter Training Zone or the Recreation Department will be hired as subcontractors to further reduce liability expenses. As accountability and safety are among our chief concerns, all providers will undergo a background check and fingerprinted via "live scan."

Programs

At the Yuba-Sutter Training Zone, we have the ability to offer many existing programs in house and propose to work with the county to determine the demand and feasibility of new programs. In addition, many of the programs which have been successful under the Yuba Sutter United Way's administration are mainstays of our current operation. One successful program in particular, "Zumba" and the new "Zumbatonic" for kids, are exclusive to our facility in Yuba County.

Our proposed program curriculum would be as follows:

PROGRAM	FEE
Zumba	\$25/mo
Adult Ballet	\$35/mo
Yoga	\$25/mo
Pilates	\$25/mo
Spin	\$25/mo
Outdoor Boot Camp	\$40/mo
Baby Boot Camp	\$50/mo
Kettlebell	\$40/mo
Women's Kickboxing	\$35/mo
Women's Self-Defense	\$35/mo
Jiu-Jitsu (5 days per week)	\$80/mo
Muay Thai (2 days per week)	\$60/mo
Tae Kwon Do (3-5 yrs old)	\$25/mo
Tae Kwon Do (6-12 yrs old)	\$30/mo
Tae Kwon Do (13 yrs-adult)	\$30/mo
Adult MMA (4 days per week)	\$80/mo
Kid's MMA [3-5 yrs old (1 day per week)]	\$30/mo
Kid's MMA [6-12 yrs old (5 days per week)]	\$80/mo
Kids Wrestling (5 – 12 yrs old)	\$25/mo

Ballet, Tap, Jazz (3-6 yrs old)	\$25/mo
Ballet, Tap, Jazz (7-16 yrs old)	\$25/mo
Little Stars Music and Movement (3-5 yrs old)	\$30/mo
Kids Zumbatonic (4-12 yrs old)	\$40/mo
Kids Gymnastics (4- 5 yrs old)	\$35/mo
Kids Gymnastics (6- Adult)	\$40/mo
Kid Fit (2-5 yrs old)	\$20/ 6 week session
Kidz Fit [4 – 12 yrs old (2 days per week)]	\$25/mo
Little Tykes [2- 5 yrs old (2 days per week)]	\$25/mo
Aquatics	TBD
Baby 101	FREE
Love and Logic	\$40 per person
Adult/Youth Basketball (3-on-3 leagues)	\$30/ 6 week session
Indoor Soccer (6 yrs and under)	\$45/ 8 week session
Indoor Soccer (8 yrs and under)	\$45/ 8 week session
Parent & Me Hit the Tee	\$25/1 day event
Art Lessons (6 yrs and under)	\$5/class
Climbing Wall (6yrs and older)	\$25/mo
Fencing (13 and up)	\$40/mo
Camptonville/South Sutter PE classes	\$59/mo

The above highlighted classes are associated with children aged 0-5 and their families, and may be eligible for funding from the First-Five grant. A large part of the costs for these classes will be instructor wages. Most of the instructors will be retained as subcontractors thereby reducing the program's insurance cost. Use of the Yuba-Sutter Training Zone location for classes will greatly reduce facility costs, which can be the majority of the expense associated with programming. Much of the equipment needed for these classes has either been purchased by the Yuba County Recreation Department or is currently owned by the Yuba-Sutter Training Zone. The First Five funding could be used to supplement class costs not covered by enrollment dues. The eventual goal for the Recreation Department would be to be self-sustaining and not require any grant funding.

To increase the impact of this program it is paramount to offer low cost and no cost programs. It is our understanding that scholarships are awarded to recipients based on established criteria and it will be a primary focal point to work with the County and First Five Yuba to ensure this critical opportunity continues.

We understand however that there is a fluid nature to this program, which will require a heightened awareness of costs to ensure the balance between affordability and sustainability. We propose to work with the County continuously to achieve this balance. We can certainly achieve steps toward self sustainability based on our business model, but this will require an in depth analysis of budget data and projected revenues. As a result, the above fees may be subject to change once we as a team, have a chance to reevaluate them.

Resources

To ensure the absolute best service available, Yuba-Sutter Training Zone proposes to leverage the funds from the First Five Yuba, registration fees and existing County resources with a multitude of our own internal resources in conjunction with this program.

As is the case with most ventures, facility costs are second only to personnel expenses. Our advantage comes with our recent expansion which allows us to dramatically reduce any facility costs you may have incurred to date. Included with this proposal is full access to the following resources which will not incur additional expenses:

- Indoor Basketball Court
- Dance Studio
- Children's Workout Area
- MMA / Martial Arts Studio
- Rock Climbing Wall
- Multi-purpose Room

Outreach and Marketing

The Yuba-Sutter Training Zone currently utilizes a variety of marketing tools from local radio advertising to print ads to social media. The Yuba-Sutter Training Zone can minimize advertising costs for the Yuba County Recreation Department by including Recreation Department programming along with Yuba-Sutter Training Zone advertising. It would be comparatively inexpensive to advertise Recreation Department programs with Yuba-Sutter Training Zone print media such flyers, facility brochures, mailers and door hangers. Recreation Department programming information can be extended to the Yuba-Sutter Training Zone's current and past membership base via e-mail blasts, Facebook and a website link between the Yuba-Sutter Training Zone website and the Yuba County Recreation Department website. The Yuba-Sutter Training Zone has almost four hundred members per day attend our facility. A bulletin board advertising Recreation Department programming in a strategic position within the club can provide immense exposure at a minimal cost.

The Yuba-Sutter Training Zone participates in numerous community events. These events include the Peach Festival, National Night Out, Relay for Life, Winter Stroll, Christmas Parade, local running races and several health fairs throughout the year. These events will be an excellent outreach opportunity to spread the word about the Recreation Department programming to citizens throughout Yuba County again at little or no cost.

One of the most important outreach programs is to the Yuba County Schools. As previously mentioned, physical activity has an enormous impact on children's learning abilities and school preparation. Sending information home with students is a great way to let parents know about Recreation Department programming. This is especially important for lower -income families who perhaps do not have access to the internet or other print media. The Yuba-Sutter Training Zone would like to offer **NO** cost fitness classes for preschool children and their families at rotating school sites. The classes could be held outside, weather permitting, and indoors with the approval of MJUSD. Our depth of staff with experienced and knowledgeable instructors give us the necessary resources to take recreational programming to low-income families who may not have the transportation nor the means to otherwise access these programs.

Budget

Although it is our intent to work with the Recreation Department and First Five Yuba in creating a budget after we develop goals and strategies, attached are preliminary figures as a starting point:

YEAR ONE

ITEM	AMOUNT
Salary and Benefits	\$9,000.00
Instructor Fees	\$2,500.00
Outside Facilities (<i>Includes \$8,000 for Aquatics</i>)	\$9,500.00
Program Materials	\$1,500.00
Marketing	\$1,500.00
Equipment	\$500.00
YEAR ONE TOTAL	\$24,500.00

YEAR TWO

ITEM	AMOUNT
Salary and Benefits	\$36,000.00
Instructor Fees	\$12,500.00
Outside Facilities (<i>Includes \$8,000 for Aquatics</i>)	\$14,000.00
Program Materials	\$6,000.00
Marketing	\$3,000.00
Equipment	\$4,000.00
YEAR TWO TOTAL	\$75,500.00

The above budget reflects our total proposal cost of **\$100,000.00** and although it is somewhat unconventional to propose the full budgeted amount in an RFP, our belief in this particular circumstance is that no funds should be left on the table because any cost savings should be reinvested in the success of this program as we have demonstrated.

We are living in a new economic era where public and private partnerships are becoming the “think outside the box” solution to rising costs and unsustainable programs. Forging ahead with this partnership will create a winner’s circle where the community basks in the success of our endeavor and achieves our mutual goal toward a happier, healthier society.

Thank you for your consideration.

Sincerely,

Chris Gill
Owner

Yuba-Sutter Training Zone
(530) 301-0485

References

1. Jilleen Foy-Menghini, Owner
Studio B
2431 Railroad Avenue
Yuba City, CA 95991
(530) 755-2501
2. Cassio Werneck, Owner
Cassio Werneck Brazilian Jiu-Jitsu
3732 Auburn Blvd
Sacramento, CA 95821
(916) 482-2505
3. Chris Mahurin, School Director
C.O.R.E Charter School
The Camptonville Academy
922 G Street
Marysville, CA 95901
(530) 742-2786 X 202
4. Rachel Farrell
Harmony Health
1908 North Beale Road
Marysville, CA 95901
(530) 743-6888
5. Nicole Salle
Salle Orchards
3947 Wheatland Road
Wheatland, CA 95692
(530) 633-0805

COUNTY OF YUBA

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed **\$150,000.00**; CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. All work and invoices completed under this agreement must be inspected and approved by COUNTY before payment is made. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$150,000.00 without a formal written amendment to this Agreement approved by the COUNTY.

B.2 REVENUES COLLECTED. The COUNTY shall receive from CONTRACTOR all associated registration fees and/or revenue pursuant to this program which have been collected at sites other than County offices no later than the tenth (10th) day of the month following provision of services. The total monthly revenue shall correlate to the number of registrants and detailed records shall be provided or made available which must be inspected and approved by COUNTY before payment is made pursuant to Provision B.1.

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 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 a formal written agreement signed by both parties in advance of performing additional services.

COUNTY OF YUBA

ATTACHMENT C

OTHER TERMS

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

C.2 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.

CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations.

CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

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

C.4 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C.5 CONFIDENTIALITY. 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.6 OSHA AND CALOSHA COMPLIANCE. All work performed shall be in compliance with appropriate CalOSHA and OSHA standards, as well as all Federal, State, County, and local ordinances and regulations and includes all notifications and costs.

COUNTY OF YUBA

ATTACHMENT D

GENERAL PROVISIONS

D.1 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 a 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 a 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 a 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 project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by 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":

Community Development and Services Agency
County of Yuba
Attn: Kevin Mallen, Director
915 8th Street
Suite 125
Marysville, CA 95901

and

First Five Yuba
Attn: Jenny Sharkey, Executive Director
1114 Yuba Street, Suite 121
Marysville, CA 95901

With a copy to:

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

If to "CONTRACTOR":

Yuba Sutter Training Zone
ATTN: Chris Gill, Owner
424 D Street
Marysville, CA 95901

COUNTY OF YUBA
Cal, Inc. – Courthouse Abatement

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 damage 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. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions.

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

- | | | |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | \$2,000,000 | 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: | \$1,000,000 | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |

4. Employers Liability	\$1,000,000	Each accident, \$1,000,000 policy limit
---------------------------	--------------------	---

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, Automobile Liability, Contractors Pollution Liability and/or Asbestos Pollution 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) The Automobile Liability Policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by the Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- (c) CONTRACTOR'S Pollution Liability and/or Asbestos Pollution. No policy shall containing an "Insured v. Insured" exclusion.
- (d) 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.

- (e) 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) days prior written notice has been provided to the COUNTY.
- (f) The Automobile Liability Policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by the Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

E.1.5 If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and definition of "Pollution" shall include microbial matter including mold.

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 worked 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 if admitted. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverage's are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best's rating of A:X or higher. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

E.4. VERIFICATION OF COVERAGE. Contractor shall furnish County with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the County, unless the insurance company will not use the County's form. All 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. As an alternative to the County's forms, the Contractor's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

E.6 SUB-CONTRACTORS. CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.



The County of Yuba

Office of the County Administrator

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

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

DATE: March 1, 2011
 TO: Board of Supervisors
 FROM: Russ Brown, Communications & Legislative Affairs Coordinator *RB*
 SUBJECT: Revalidate of the transportation tax swap

Recommended Action: Authorize Chair to sign letters supporting Governor's proposal to revalidate the transportation tax swap.

Background & Discussion: Proposition 26 approved by voters last November will invalidate the 17.3-cent excise tax on gasoline and 1.75 percent sales tax rate on diesel, both of which were enacted to replace Proposition 42 revenues eliminated in the gas tax swap adopted by the Legislature and signed by the Governor in March of 2010. Further, Proposition 22 limits the use of gas taxes or Highway User Tax Account (HUTA) funds for bond debt and general fund relief as agreed to in the swap.

Loss of this funding would severely hamper the County's efforts to maintain our vast network of roads. If the state fails to find a way to replace these funds, Yuba County could see a 50 percent reduction in its Public Works road crew.

The proposed solution by the Governor would retain replacement revenues and also provide nearly \$1 billion in state General Fund relief by paying transportation bond debt with truck weight fees.

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

Fiscal Impact: None

THIS PAGE INTENTIONALLY LEFT BLANK

March 1, 2011

The Honorable Dan Logue
California State Assembly, 3rd District
State Capitol Room 4158
Sacramento, CA 94249-0003

RE: Revalidation of transportation tax swap

Dear Assembly Member Logue:

I am writing on behalf of the Yuba County Board of Supervisors and residents of Yuba County to urge your support of Governor Brown's budget proposal to re-validate the transportation tax swap. The Legislature needs to act now to avoid the loss of \$2.5 billion in vital transportation funding statewide, which in Yuba County would translate to the loss of half our road crew and further deterioration of our roads. The funding is necessary to maintain one of the most basic responsibilities of government to provide a safe and effective transportation system.

Proposition 26 approved by voters last November will invalidate the 17.3-cent excise tax on gasoline and 1.75 percent sales tax rate on diesel, both of which were enacted to replace Proposition 42 revenues eliminated in the gas tax swap adopted by the Legislature and signed by the Governor in March of 2010. Further, Proposition 22 limits the use of gas taxes or Highway User Tax Account (HUTA) funds for bond debt and general fund relief as agreed to in the swap.

Yuba County strongly supports the proposed solution to retain these replacement revenues and also provide nearly \$1 billion in state General Fund relief by paying transportation bond debt with truck weight fees. Passage of these two elements together is critical not only to maintain the parameters of the agreement in the transportation swap, but to preserve a bare bones revenue stream that is already meeting less than half of annual state and local maintenance and safety improvement project needs.

The Yuba County Board of Supervisors asks you to support this comprehensive fix, which includes validating the replacement taxes at no additional cost to the taxpayer and shifting the truck weight fees for general fund relief.

Sincerely,

Roger Abe, Chairman
Board of Supervisors

cc: Melissa White, Regional Council of Rural Counties
DeAnn Baker, California State Association of Counties

March 1, 2011

The Honorable Doug LaMalfa
California State Senate, 4th District
State Capitol Room 3070
Sacramento, CA 94248-4004

RE: Revalidation of transportation tax swap

Dear Senator LaMalfa:

I am writing on behalf of the Yuba County Board of Supervisors and residents of Yuba County to urge your support of Governor Brown's budget proposal to re-validate the transportation tax swap. The Legislature needs to act now to avoid the loss of \$2.5 billion in vital transportation funding statewide, which in Yuba County would translate to the loss of half our road crew and further deterioration of our roads. The funding is necessary to maintain one of the most basic responsibilities of government to provide a safe and effective transportation system.

Proposition 26 approved by voters last November will invalidate the 17.3-cent excise tax on gasoline and 1.75 percent sales tax rate on diesel, both of which were enacted to replace Proposition 42 revenues eliminated in the gas tax swap adopted by the Legislature and signed by the Governor in March of 2010. Further, Proposition 22 limits the use of gas taxes or Highway User Tax Account (HUTA) funds for bond debt and general fund relief as agreed to in the swap.

Yuba County strongly supports the proposed solution to retain these replacement revenues and also provide nearly \$1 billion in state General Fund relief by paying transportation bond debt with truck weight fees. Passage of these two elements together is critical not only to maintain the parameters of the agreement in the transportation swap, but to preserve a bare bones revenue stream that is already meeting less than half of annual state and local maintenance and safety improvement project needs.

The Yuba County Board of Supervisors asks you to support this comprehensive fix, which includes validating the replacement taxes at no additional cost to the taxpayer and shifting the truck weight fees for general fund relief.

Sincerely,

Roger Abe, Chairman
Board of Supervisors

cc: Melissa White, Regional Council of Rural Counties
DeAnn Baker, California State Association of Counties



The County of Yuba

Office of the County Administrator

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

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

DATE: March 1, 2011
 TO: Board of Supervisors
 FROM: Russ Brown, Communications & Legislative Affairs Coordinator *RB*
 SUBJECT: Assembly Bill 434 – Use of excess DNA Identification Funds

Recommended Action: Authorize Chair to sign letters supporting AB 434, a bill allowing the use of excess DNA Identification Funds for related DNA sample collection, identification, and administrative work.

Background & Discussion: Last year Yuba County sponsored AB 2009, a bill that would have allowed local law enforcement to use excess dollars in the DNA Identification Fund to pay for private labs to conduct testing on time sensitive samples. Up to that point, the Fund was to be used for samples sent to the Department of Justice Lab. Back when language for the bill was being developed, the DOJ lab had some problems with backlogged cases and delayed results. AB 2009 passed through both houses but was vetoed by the governor, who voiced concerns over use of labs that may not adhere to protocols to place information into a national database.

Over the past year, the DOJ lab turnaround times have improved dramatically. AB 434 language is a result of discussion between Yuba County DA and state officials, and the bill offers a sensible solution to utilizing the excess dollars in the DNA Investigation Fund. The bill allows the Board of Supervisors to pass a resolution to apply some of those funds to related law enforcement investigative activities locally.

This bill fits with earlier Board direction to support bills that assist in the reduction or control of overall costs to local programs.

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

Fiscal Impact: None

THIS PAGE INTENTIONALLY LEFT BLANK

March 1, 2011

The Honorable Doug LaMalfa
California State Senate, 4th District
State Capitol Room 3070
Sacramento, CA 94248-4004

RE: Assembly Bill 434 – Funding for DNA Analysis

Dear Senator LaMalfa:

I am writing on behalf of the Yuba County Board of Supervisors to express our sponsorship and support for Assembly Bill 434, a measure introduced at the request of Yuba County. This important bill will establish some flexibility in the use of available funds for DNA testing to streamline vital DNA testing results.

Yuba County law enforcement officials abide by the DNA Fingerprint, Unresolved Crime and Innocence Act. This act calculates monies made available to the state to support DNA testing and made available separately to county law enforcement agencies to reimburse their local costs related to mandated DNA collection. Currently, Yuba County's local DNA trust fund monies are under-utilized and the available balance grows each year.

Local law enforcement agencies currently have forensic DNA work done either through a county-funded public crime lab or through the state Department of Justice Bureau of Forensic Services laboratories, which service a majority of the Northern California counties. AB 434 proposes to expand the permissible use of any local trust fund balance by allowing counties that do not have a local crime laboratory to use, upon approval of the Board of Supervisors, those funds for expedited DNA testing and analysis from a DOJ lab servicing that county.

AB 434 provides a unique opportunity for local law enforcement agencies to facilitate rapid DNA testing work without sacrificing the integrity of the results. Public safety and the rights of those accused of crime would be served by such expedited analysis.

With this letter, Yuba County goes on the record as fully supporting Assembly Bill 434. Please feel free to contact our District Attorney Pat McGrath with any questions.

Sincerely,

Roger Abe, Chairman
Board of Supervisors

CC: Melissa White, Regional Council of Rural Counties
Gary Olson, Assembly Republican Public Safety Consultant
Elizabeth Howard, California State Association of Counties
Cory Salzillo, California District Attorneys Association

March 1, 2011

The Honorable Dan Logue
California State Assembly, 3rd District
State Capitol Room 4158
Sacramento, CA 94249-0003

RE: Assembly Bill 434 – Funding for DNA Analysis

Dear Assemblyman Logue:

I am writing on behalf of the Yuba County Board of Supervisors to express our sponsorship and support for Assembly Bill 434, a measure you introduced at the request of Yuba County. This important bill will establish some flexibility in the use of available funds for DNA testing to streamline vital DNA testing results.

Yuba County law enforcement officials abide by the DNA Fingerprint, Unresolved Crime and Innocence Act. This act calculates monies made available to the state to support DNA testing and made available separately to county law enforcement agencies to reimburse their local costs related to mandated DNA collection. Currently, Yuba County's local DNA trust fund monies are under-utilized and the available balance grows each year.

Local law enforcement agencies currently have forensic DNA work done either through a county-funded public crime lab or through the state Department of Justice Bureau of Forensic Services laboratories, which service a majority of the Northern California counties. AB 434 proposes to expand the permissible use of any local trust fund balance by allowing counties that do not have a local crime laboratory to use, upon approval of the Board of Supervisors, those funds for expedited DNA testing and analysis from a DOJ lab servicing that county.

AB 434 provides a unique opportunity for local law enforcement agencies to facilitate rapid DNA testing work without sacrificing the integrity of the results. Public safety and the rights of those accused of crime would be served by such expedited analysis.

With this letter, Yuba County goes on the record as fully supporting Assembly Bill 434.

We appreciate your willingness to carry this bill forward. Please feel free to contact our District Attorney Pat McGrath with any questions.

Sincerely,

Roger Abe, Chairman
Board of Supervisors

CC: Melissa White, Regional Council of Rural Counties
Gary Olson, Assembly Republican Public Safety Consultant
Elizabeth Howard, California State Association of Counties
Cory Salzillo, California District Attorneys Association

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



091-11

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

Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

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

DATE: March 1, 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.

COMMITTEE: The Human Services Committee recommended approval on February 22, 2011.

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.

THIS PAGE INTENTIONALLY LEFT BLANK

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 _____, 201

"COUNTY"

COUNTY OF YUBA

"CONTRACTOR"

YUBA COLLEGE

Chair
Yuba County Board of Supervisors

President
Board of Trustees

INSURANCE PROVISIONS
APPROVED

Martha K. Wilson
Martha K. Wilson,
Risk Manager

Dr. Nicki Harrington
Dr. Nicki Harrington,
Chancellor

APPROVED AS TO FORM:
COUNTY COUNSEL

for Maria Bryant-Pollard
Angil Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:

Suzanne Nobles
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.
---	----------------------	--

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>
_____	_____

COUNTY

DEPARTMENTS

THIS PAGE INTENTIONALLY LEFT BLANK

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



093-11

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

Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

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

DATE: March 1, 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. 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.

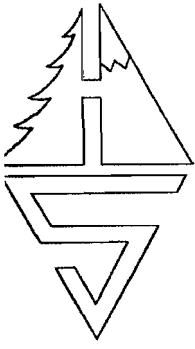
BACKGROUND: In 1984, California mandated that county mental health agencies provide mental health services to students with serious emotional disabilities when these services are required as part of an individualized educational plan (IEP) developed jointly with the involvement of parents, school districts, 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.

DISCUSSION: Currently, there are five (5) Yuba County children in placement through the AB 3623 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.

COMMITTEE: This item was reviewed and approved by the Human Services Committee on February 22, 2011.

FISCAL IMPACT: There will 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.

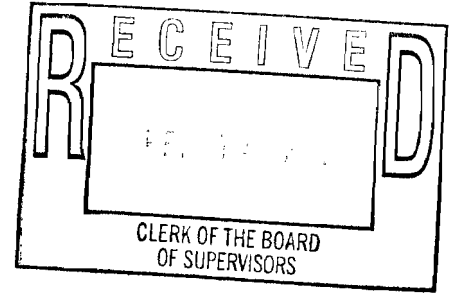


HIGH SIERRA RESOURCE CONSERVATION & DEVELOPMENT AREA

251 AUBURN RAVINE ROAD, SUITE 105, AUBURN, CALIFORNIA 95603

(530) 823-5687

094-11



December 30, 2010

To: Georgetown Divide RCD
El Dorado County RCD
Nevada County RCD
Placer County RCD
Sierra Valley RCD
Yuba County RCD
Nevada County Land Trust

Sierra Planning Organization
El Dorado County Board of Supervisors
Nevada County Board of Supervisors
Sierra County Board of Supervisors
Placer County Board of Supervisors
Yuba County Board of Supervisors

Subj: High Sierra RC&D Council FY 2010/2011 Sponsorship Contributions

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

Dear Sponsors,

Enclosed you will find the Budget for FY 2010-2011, the FY 2010-2011 Annual Plan, and the Annual Report for FY 2009-2010 as approved. The activities completed and to be addressed in the upcoming year are in keeping with our newly updated long term *Area Plan*. Council members, representing you as a sponsor of the High Sierra RC&D Area, have approved these activities. We are always looking for new projects and look to our sponsors to bring these ideas to the Council.

We have enclosed an invoice for your FY 2010-2011 sponsorship. We have again kept our contribution request at \$250.00 and ask that you continue to support the activities of the Council. The Council has leveraged our sponsors' contributions and is managing over \$487,000 in projects and project another \$200,000.00 this year. If you have any questions or desire a presentation on the activities of the Council and its effect on your organization please call the High Sierra RC&D Area office at (530) 823-5687 Ext. 5.

We appreciate your continued support and sponsorship of the High Sierra RC&D Council.

William J. Bennett, President
High Sierra RC&D Council, Inc.

cc: Bill Bennett - Georgetown Divide RCD
Dale Pierce - El Dorado Co. RCD
~~Eric Carr~~ - Nevada Co. RCD *Lynn Horenson*
Eileen Rose - Sierra Valley RCD
Robert Wiswell - Placer Co. RCD
John Waskiewicz - Yuba Co. RCD
John Taylor - Nevada Co. Land Trust

Brent Smith - SEDCorp
Ray Nutting - El Dorado Co.
Jeff Pylman - Nevada Co.
Tim Beals - Sierra Co.
Jennifer Montgomery - Placer Co.
Roger Abe - Yuba Co.

High Sierra Resource Conservation And Development Council, Inc.
FY 09/10 Approved Budget
For the Period July 1, 2009 through June 30, 2010

ADOPTED FY 2010/2011 BUDGET

<i>Category</i>	<i>06/07 Actual</i>	<i>07/08 Actual</i>	<i>08/09 Actual</i>	<i>09/10 Actual</i>	<i>10/11 Adopted</i>
REVENUE					
Grant Funds Received					
Federal Grants	\$ 44,518.18	\$ 183,007.12	\$ 22,392.11	\$ 162,766.87	\$ 150,000.00
State Grants	\$ 155,312.44	\$ 60,160.00	\$ 61,730.33	\$ 32,400.00	\$ 50,000.00
Local/Private Foundations	\$ -	\$ 9,835.00	\$ 19,260.25	\$ 1,000.00	\$ 75,000.00
Reimbursable/Donations	\$ (14,246.95)				
Total Grant Funds Received	\$ 185,583.67	\$ 253,002.12	\$ 103,382.69	\$ 196,166.87	\$ 275,000.00
EXPENSES					
Grant Funds Expended					
Farm & Barn Tour & Mandarin Magic		\$ 1,800.00	\$ 14,956.50	\$ -	\$ 15,000.00
Advertising/Promotion	\$ 85.80	\$ -	\$ -	\$ 450.00	\$ 500.00
Postage	\$ 37.16	\$ -	\$ 8.22	\$ -	\$ 200.00
Grant Administration	\$ 8,773.05	\$ 15,860.37	\$ 14,219.79	\$ 16,768.79	\$ 20,000.00
Contractual Services	\$ 260,430.74	\$ 225,113.00	\$ 71,334.23	\$ 168,357.50	\$ 220,000.00
Insurance - Grant				\$ 504.77	\$ 500.00
Equipment	\$ -			\$ -	\$ 500.00
Supplies/Materials	\$ 3,723.09	\$ 13,141.31	\$ 4,749.21	\$ -	\$ 15,000.00
Ads and Legal Notices	\$ 59.81	\$ -	\$ -	\$ -	\$ 100.00
Meetings				\$ 623.25	\$ 1,000.00
Travel and Transportation	\$ 854.40	\$ -	\$ 690.97	\$ 2,180.47	\$ 1,500.00
Printing and Publications		\$ 469.21	\$ 552.34	\$ 326.95	\$ 500.00
Website Hosting			\$ 158.37	\$ 175.00	\$ 200.00
Total Grant Funds Expended	\$ 273,964.05	\$ 256,383.89	\$ 106,669.63	\$ 189,386.73	\$ 275,000.00
					Page 1 of 2
Budget 2010/2011					

High Sierra Resource Conservation And Development Council, Inc.
FY 09/10 Approved Budget
For the Period July 1, 2009 through June 30, 2010

Category	06/07 Actual	07/08 Actual	08/09 Actual	09/10 Actual	10/11 Adopted
REVENUE					
Operations Funds Received					
Sale of Publications	\$ 355.60	\$ 100.00	\$ 50.00	\$ 25.00	\$ 100.00
Grant Administration	\$ 8,773.05	\$ 15,860.37	\$ 14,219.79	\$ 16,768.79	\$ 19,000.00
Sponsor Contributions	\$ 7,650.00	\$ 2,750.00	\$ 3,000.00	\$ 3,250.00	\$ 3,250.00
Interest Income	\$ (484.14)	\$ 106.27	\$ 565.71	\$ 461.13	\$ 500.00
Syneperine Study Funds		\$ 15,750.00	\$ 7,550.00	\$ -	\$ 10,000.00
Small Farm Progress Days			\$ 1,885.00	\$ 829.00	\$ 500.00
Placer Ag Futures - Scholarships			\$ 2,515.50	\$ -	\$ 500.00
Mobile Poultry Processor Unit		\$ 4,100.00	\$ 2,098.02	\$ 1,408.00	\$ 2,500.00
Total Operations Funds Received	\$ 16,294.51	\$ 38,666.64	\$ 31,884.02	\$ 22,741.92	\$ 36,350.00
EXPENSES					
Operations Funds Expended					
Office Supplies	\$ 20.00	\$ 73.91	\$ 173.06	\$ 183.67	\$ 200.00
Postage	\$ 12.75	\$ 15.87	\$ -	\$ 75.64	\$ 100.00
Bookkeeping Services	\$ 14,300.00	\$ 16,135.00	\$ 18,015.00	\$ 18,022.50	\$ 19,000.00
Liability Insurance	\$ 504.00	\$ 1,242.45	\$ 2,637.75	\$ 1,932.25	\$ 2,000.00
Membership Fees	\$ 637.50	\$ 650.00	\$ 1,050.00	\$ 650.00	\$ 1,000.00
Meetings Expense	\$ 51.80	\$ -	\$ -	\$ 525.25	\$ 1,000.00
Contributions/Project Support	\$ 1,000.00	\$ 1,700.00	\$ 350.00	\$ 1,250.00	\$ 1,500.00
Taxes Expense	\$ 70.00	\$ 105.00	\$ 105.00	\$ 60.00	\$ 100.00
Travel and Transportation	\$ 685.18	\$ 1,224.12	\$ 999.88	\$ 238.00	\$ 500.00
Printing and Publications	\$ -	\$ 50.01	\$ -	\$ 10.00	\$ 100.00
Audit/Review	\$ 3,000.00	\$ 500.00	\$ 600.00	\$ 4,750.00	\$ 3,500.00
Mobile Poultry Processor		\$ 2,702.62	\$ 1,498.02	\$ 1,233.35	\$ 2,000.00
Website		\$ -	\$ -	\$ 418.92	\$ 2,000.00
Placer Ag Futures - Scholarships			\$ 370.00	\$ 275.00	\$ 500.00
Syneperine Study		\$ 15,718.96	\$ -	\$ -	\$ -
Total Operation Funds Expended	\$ 20,281.23	\$ 40,117.94	\$ 25,798.71	\$ 29,624.58	\$ 33,500.00
Contingency					\$1,000
Carry Over to Next Fiscal Year					\$ 1,850.00
					Page 2 of 2
Budget 2010/2011					

High Sierra Resource Conservation and Development Council

Annual Plan of Work

Fiscal Year 2010-2011

Our Mission: The High Sierra RC&D Council will provide regional leadership and assistance to communities to strengthen the local economy, rural heritage, conservation and management of our natural resources.

Our Vision: The High Sierra RC&D area is made up of strong, economically viable communities and that its natural resources are conserved for future generations.

Key to Priorities:

- A Top priority – current staff, council members and/or contractors will work on these projects.
- B Medium priority – these projects will be implemented if grant or other funding or an alternative lead agency provide for sufficient staffing
- C Low priority – these projects will be implemented if the Natural Resources Conservation Service refills the vacant resource conservationist position
- * ***Proposed Projects 2010-2011 (Approved 1/21/2011 Council Meeting)***
- ** ***Need Council Review (Reviewed and Updated 1/21/2011 at Council Meeting)***

ELEMENT 1: LAND CONSERVATION					
GOAL: Less than 10,000 acres of forest burn per county within the High Sierra RC&D Council boundaries yearly by 2013.					
OBJECTIVE: Facilitate ten fuel reduction workshops and other pre-fire measure projects along with education within the five counties to ensure fewer yearly catastrophic fires within the High Sierra RC&D area by 2012					
Strategies:	Project	Priority	Project Cost	Lead Staff Partners	Notes
1. Provide assistance to 5 local/county Fire Safe Councils, Resource Conservation Districts, local governments and other partners to develop project plans, seek funding, implement projects, and get information out to the public.	Placer County Chipper Program	A	TBD	Council Coordinator RCD's Fire Safe Councils	
2. Serve as the fiscal sponsor for the Yuba Watershed Protection and Fire Safe Council to allow them to focus their time and energy on working with landowners and the implementation of projects.	Forbestown Fuelbreak Phase 2	A	\$68,700	Council Coordinator Fire Safe Councils	Completed
	Forbestown-Environmental Compliance	A	\$22,000		
	Forbestown Fuelbreak Phase 4	A	\$60,000		

**High Sierra Resource Conservation and Development Council
Annual Plan of Work
Fiscal Year 2010-2011**

ELEMENT 1: LAND CONSERVATION					
GOAL: Less than 10,000 acres of forest burn per county within the High Sierra RC&D Council boundaries yearly by 2013.					
OBJECTIVE: Facilitate ten fuel reduction workshops and other pre-fire measure projects along with education within the five counties to ensure fewer yearly catastrophic fires within the High Sierra RC&D area by 2012					
Strategies:	Project	Priority	Project Cost	Lead Staff Partners	Notes
3. Co-host/participate in one fire safe/biomass tour within the Council area yearly.	Woody Biomass to Energy Field Tour, November 17 th 2010 (completed)	A	\$20	Council Coordinator Fire Safe Councils CARC&DC	Completed
4. Coordinate publishing a "Living in the Foothills" booklet that includes fire safe information and brush clearance regulations as well as where to go for technical assistance for all five counties by 2012	5 counties "Living in the Foothills" booklet *El Dorado "Moving to the Foothills" program	B	\$25,000	Council Coordinator RCD Cal Fire Safe Council	Approved 1/21/11
5. Assist three communities/counties with completing/updating their wildfire protection plans by 2011	*Volcanoville CWPP	A	\$28,000	Council Coordinator Fire Safe Councils Federal/County Agencies	Approved 1/21/11
6. By 2012 complete the GIS inventory of water resources available for fire fighting in all five counties	*GIS inventory of water resources, 5 county area	A	TBD	Council Coordinator Fire Safe Councils RCD NRCS	Approved 1/21/11
7. Complete one biomass feasibility study each year to look for economic uses of materials cleared from forest lands and fuel reduction projects and serve as a biomass facility incubator	Sierra-At-Tahoe Phase II (completed)	A	\$21,000	Council Coordinator Fire Safe Councils CARC&DC	Completed
	Yuba County Phase I (completed)	A	\$2,500		
	Yuba County Phase II (completed)	A	\$30,000		

**High Sierra Resource Conservation and Development Council
Annual Plan of Work
Fiscal Year 2010-2011**

ELEMENT 2: WATER MANAGMENT					
GOAL: Increase protection of our water resources (both surface & ground), including water quality and water use, by completing five watershed projects by 2013.					
OBJECTIVE: Coordinate with project sponsors to ensure they have useable information and needed technical assistance to complete five watershed projects by 2013.					
Strategies:	Project	Priority	Project Cost	Lead Staff Partners	Notes
1. Ensure all five counties have updated and digitized soil surveys that have web-based information available by 2013	TBD	A		Council Coordinator RCD's NRCS	Reviewed & Updated 1/21/11
2. Use GIS mapping to identify high risk areas – slopes, roads, fuels, population on five projects by 2013.	TBD	A		Council Coordinator RCD's	Reviewed & Updated 1/21/11
3. Identify funding sources to fund five high risk area projects by 2013.	Volcanoville Community Water Tank Project (in progress)	A	\$85,000	Council Coordinator Fire Safe Council Rural Development	
4. Work with partners to develop and monitor regional measurements of supply and use by 2012.	TBD	B		Council Coordinator NRCS	Reviewed & Updated 1/21/11
5. Work with the five counties and ten farmers on developing local water quality monitoring programs and water conservation activities by 2012.	<i>*Cherry Hill Farm, *Sinclair Family Farm, *Fortezza Vineyard</i>	A	0	Council Coordinator RCD's NRCS	Approved 1/21/11
6. Update the High Sierra Erosion and Sediment Control Guidelines by 2011.	TBD	B		Council Coordinator RCD's NRCS	Reviewed & Updated 1/21/11
7. Work with partners to conduct five small-scale landowner workshops that include such topics as pond management, irrigation water efficiency, water quality and water quantity.	Ag Futures	A	\$25,700	Council Coordinator	
	(completed 12/10) Sierra CRAFT	A	\$30,650	RCD's Extensions Ag Commissioners	

**High Sierra Resource Conservation and Development Council
Annual Plan of Work
Fiscal Year 2010-2011**

ELEMENT 3: COMMUNITY DEVELOPMENT					
GOAL 1: By 2013 provide assistance to improve the economic sustainability of the Council area by development of ten agricultural related businesses.					
OBJECTIVE 1: Promote opportunities in our area that will attract business leading to 25 full-time jobs related to natural resources by 2013.					
Strategies	Project	Priority	Project Cost	Lead Staff Partners	Notes
1. Complete projects that improve the employment in the counties of the region by 10%.	(See 5)			Council Coordinator Rural Development SED Corp	
2. Complete five natural resource based business activities that lead to taxable income for the counties that can be used to provide greater assistance to projects in the area by 2013.	(See Land Conservation 7)	B		Council Coordinator Rural Development SED Corp	
3. Complete the feasibility studies and planning for ten new businesses to support the agricultural producers in the Council area by 2013.	*Regional Distribution Center (See 5)	B	TBD	Council Coordinator Rural Development SED Corp	Approved 1/21/11
4. Work with partners to create five community gardens by 2013.	*Sierra College Community Garden"	C	TBD	Council Coordinator Extensions	Council Requested Approval from Sierra College Board 1/21/11
5. Conduct feasibility studies for the potential of three processing facilities for meat, vegetables and fruit by 2012.	*Certified Juicing Facility	A	\$5,000	Council Coordinator Extensions	Approved 1/21/11
	Small Scale Harvesting, Cut & Wrap Facility	A	\$74,000	Ag Commissioners Federal Agencies	
6. Coordinate the development of two certified kitchens by 2012.	*Mobile Certified Kitchen	A	\$100,000	Council Coordinator Extensions Environmental Health Ag Department	Approved 1/21/11

**High Sierra Resource Conservation and Development Council
Annual Plan of Work
Fiscal Year 2010-2011**

ELEMENT 3: COMMUNITY DEVELOPMENT					
GOAL 1: By 2013 provide assistance to improve the economic sustainability of the Council area by development of ten agricultural related businesses.					
OBJECTIVE 1: Promote opportunities in our area that will attract business leading to 25 full-time jobs related to natural resources by 2013.					
Strategies	Project	Priority	Project Cost	Lead Staff Partners	Notes
7. Complete phases 2 and 3 in the Mandarin Synephrine Study by 2012	Synephrine Study Funding	B	\$200,000	Council Coordinator	Reviewed & Updated 1/21/11

ELEMENT 3: COMMUNITY DEVELOPMENT					
GOAL 1: By 2013 provide assistance to improve the economic sustainability of the Council area by development of ten agricultural related businesses.					
OBJECTIVE 2: Increase the viability of local agricultural community by conducting a more unified regional effort by conducting five agritourism events, ten promotional activities and two regional market efforts by 2013.					
Strategies:	Project	Priority	Project Cost	Lead Staff Partners	Notes
1. Development of five brand identification programs for different commodities/counties in the area by 2012.	*Regional Goat Milk Processing Co-op	B	TBD	Council Coordinator Extensions	Approved 1/21/11
	*Mountain Mandarin Growers Association	A	\$120,000	Federal Agencies Local Grown Communities	
	*Missouri Flat Farmers Market	B	TBD	MMGA	
2. Complete yearly county agricultural guides to showcase local producers and products available.	PlacerGROWN Ag Guide	B	0	Council Coordinator	
	Buy Fresh Buy Local Guide	B	0	Extension Ag Commissioners	

**High Sierra Resource Conservation and Development Council
Annual Plan of Work
Fiscal Year 2010-2011**

ELEMENT 3: COMMUNITY DEVELOPMENT					
GOAL 1: By 2013 provide assistance to improve the economic sustainability of the Council area by development of ten agricultural related businesses.					
OBJECTIVE 2: Increase the viability of local agricultural community by conducting a more unified regional effort by conducting five agritourism events, ten promotional activities and two regional market efforts by 2013.					
Strategies:	Project	Priority	Project Cost	Lead Staff Partners	Notes
3. Increase the viability of local agricultural community by conducting two regional marketing efforts by 2011.	PlacerGROWN Food & Farm Conference 2011	A	\$10,000.	Council Coordinator Extensions	Approved 1/21/11
	*NevadaGROWN Farm Conference	A	\$10,000	PlacerGROWN Risk Management NevadaGROWN	
4. Co-coordinate five regional agritourism events by 2013.	2011 Placer Farm & Barn	A	0	Council Coordinator Extensions	
	2011 Wine & Mandarin Tour	B	0	Ag Commissioners MMGA Placer County Wine Makers	
5. Research 2 heritage corridor projects by 2011.	North Star House Baley House	C	TBD	Council Coordinator	
6. Co-coordinate ten decision maker educational events by 2013.	Biofuels Forum (completed)	A	0	Council Coordinator	
	2011 Placer Ag Tour	A	0	RCD's	
	2011 Placer & Oregon House Job Forums	A	0	Extensions Ag Commissioners Federal Agencies	

**High Sierra Resource Conservation and Development Council
Annual Plan of Work
Fiscal Year 2010-2011**

ELEMENT 3: COMMUNITY DEVELOPMENT					
GOAL 2: High Sierra RC&D Council will increase Council Sponsors by 4 and will have a \$50,000 funding reserve by 2013.					
OBJECTIVE: High Sierra RC&D Council will have diversified funding and 2 contract employees available to fulfill the mission and accomplish the goals and objectives of this Area Plan by 2013.					
Strategies:	Project	Priority	Project Cost	Lead Staff Partners	Notes
1. High Sierra will maintain financial accountability by conducting a yearly financial review/audit and review of financial policies to ensure that it is up-to-date.	Yearly Audit	A	\$1,000	Council Coordinator	
2. High Sierra RC&D Council will increase their non-restrictive funds by \$25,000 through creative business ideas and projects by 2012.	Mobile Poultry Processing Unit	A	0	Council Coordinator	
	EnSave Energy Audits	A	0	NRCS Farm Bureau	
3. High Sierra RC&D Council will identify 5 new sponsors by 2013.		A		Council Coordinator	Reviewed & Updated 1/21/11
4. High Sierra RC&D Council will have 2 contract employees to assist sponsors and other organizations within the council area with organizational development, administrative activities and planning.	Technical Assistance for Rural Micro-entrepreneurs and Micro-enterprise Development (in progress)	A	\$116,000	Council Coordinator NRCS	
	Circle of Diamonds	A	0		
5. Design a framework by 2012 for consolidated regional activities for efficiency of economic realities and to avoid overlap of activities while maintaining locally led leadership.	(See 4)			Council Coordinator	

**High Sierra Resource Conservation and Development Council
Annual Plan of Work
Fiscal Year 2010-2011**

ELEMENT 4: LAND MANAGEMENT					
GOAL 1: Maintain a healthy watershed environment by increasing watershed related projects by completing 10 projects by 2013.					
OBJECTIVE: Work with partners to increase watershed projects in the Council area by securing funding to 10 projects by 2013					
Strategies:	Project	Priority	Project Cost	Lead Staff Partners	Notes
1. Partner with Sierra Nevada RC&D Coalition to sponsor two Sierra wide projects by 2012.	TBD	A		Council Coordinator Sierra Nevada RC&D Coalition	Reviewed & Updated 1/21/11
2. Secure funding to restore Finnon Lake by 2012.	TBD	C		Council Coordinator RCD's	Reviewed & Updated 1/21/11
3. Yearly work with the Council Sponsors and other partners to ensure they understand funding potentials through the Farm Bill such as AWEF and CCPI.	Area DC to present at next council Meeting	A		Council Coordinator RCD's Area DC	Reviewed & Updated 1/21/11
4. Five communities will develop watershed plans by 2013.	TBD Re-evaluate needs	C		Council Coordinator RCD's	Reviewed & Updated 1/21/11
5. Improve watershed health by completing three watershed projects by 2013.	TBD	C		Council Coordinator RCD's	Reviewed & Updated 1/21/11

**High Sierra Resource Conservation and Development Council
Annual Plan of Work
Fiscal Year 2010-2011**

ELEMENT 4: LAND MANAGEMENT					
GOAL 2: High Sierra RC&D Council will develop and implement ten regional educational programs for natural resource conservation issues and land management issues that tie to economic development by 2013.					
OBJECTIVE: High Sierra RC&D Council will conduct three outreach programs yearly that educate the public and opportunities and project for economic development, land management and natural resource conservation.					
Strategies:	Project	Priority	Project Cost	Lead Staff Partners	Notes
1. Establish an agricultural internship program by 2010 to get more people interested in becoming agricultural producers.	Placer County Ag Futures Scholarships	A	\$1,870	Council Coordinator Extensions Ag Commissioners	Completed
2. Create a regional educational outreach coordinator to assist the five county areas by 2012.	(See Community Development 4)	B		Council Coordinator Extensions Ag Commissioners RCD	
3. Create a web based information sharing site for natural resource issues, land management issues and economic development issues by 2010.	Sierra CRAFT	A		Council Coordinator Extensions Ag Commissioners	
4. Demonstrate the existing and new technology scaled for use in the region and to provide crop specific training to small-scale farmers and ranchers.	Small Farm Progress Days See 3	A A	\$761	Council Coordinator Extensions Ag Commissioners	
5. Work with three tribes to implement cultural/natural resources projects by 2013.	TBD	A		Council Coordinator	Reviewed & Updated 1/21/11
6. Work with the American River Land Trust with the establishment of the Wakamatsu Tea and Silk Colony restoration project by securing funding to complete the acquisition by 2011.	<i>Remove from list as property has been acquired.</i>			Council Coordinator RCD's Land Trusts	Reviewed & Updated 1/21/11
7. Yearly conduct 2 educational events to educate agricultural producers.	Sierra CRAFT	A		Council Coordinator Extensions Ag Commissioners	

**High Sierra Resource Conservation and Development Council
Annual Plan of Work
Fiscal Year 2010-2011**

ELEMENT 4: LAND MANAGEMENT					
GOAL 2: High Serra RC&D Council will develop and implement ten regional educational programs for natural resource conservation issues and land management issues that tie to economic development by 2013.					
OBJECTIVE: High Sierra RC&D Council will conduct three outreach programs yearly that educate the public and opportunities and project for economic development, land management and natural resource conservation.					
Strategies:	Project	Priority	Project Cost	Lead Staff Partners	Notes
8. Establish agricultural producer scholarship programs in all five counties to help limited resource producers attend training opportunities by 2011.	PlacerGROWN Conf Sierra CRAFT Small Farm Progress Days Ag Futures	A		Council Coordinator Extensions Ag Commissioners	

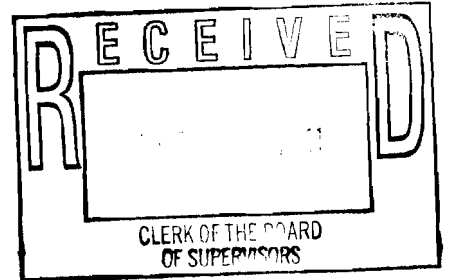
THIS PAGE INTENTIONALLY LEFT BLANK



Yuba County, California

February 10, 2011

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



Subject: Reclamation District 784 Appoints Two New Trustees

Dear Board Members,

At 10:00 AM on February 1, 2011, Reclamation District 784 Trustees appointed David L. Gothrow Senior and Sarbdeep Atwal to serve the remaining terms of former members whom had resigned. The new Trustees will serve until December 6th, 2011. Both new Trustees are long time Yuba County residents and bring knowledge and experience to the Board.

With Kindest Regards,

A handwritten signature in cursive script that reads "Steve Fordice".

Steve Fordice, General Manager
Reclamation District 784
1594 Broadway
Arboga, CA 95961
Phone: 530-742-0520
Cell: 530-682-0303
Fax: 530-742-3021

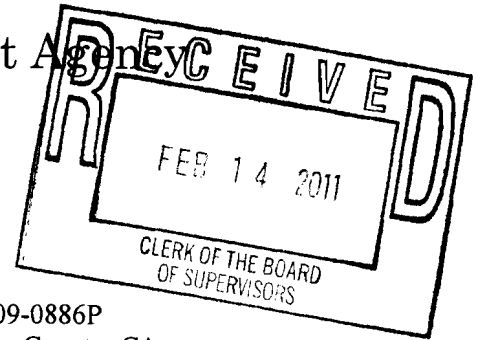
THIS PAGE INTENTIONALLY LEFT BLANK



Federal Emergency Management Agency

Washington, D.C. 20472

February 10, 2011



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Mary Jane Griego
Chairperson, Yuba County Board
of Supervisors
915 Eighth Street, Suite 109
Marysville, CA 95901

IN REPLY REFER TO:

Case No.: 11-09-0886P
Community Name: Yuba County, CA
Community No.: 060427
Effective Date of
This Revision: February 22, 2011

COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD

Dear Ms. Griego:

The Flood Insurance Rate Map for your community has been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed which provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in Oakland, California, at (510) 627-7175, or the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Sincerely,

Beth A. Norton

Beth A. Norton, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

For: Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

List of Enclosures:

Letter of Map Revision Determination Document
Annotated Flood Insurance Rate Map

cc: The Honorable Enita Elphick
Mayor, City of Wheatland
City Hall

Mr. Stephen L. Wright
City Manager
City of Wheatland

Mr. Michael Lee
Director, Public Works
Yuba County

Mr. Michael C. Nowlan, P.E., CFM
Wood Rodgers, Inc.

BOS CORRESPONDENCE C



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	Yuba County California (Unincorporated Areas)	LEVEE	LEVEE CERTIFICATION HYDRAULIC ANALYSIS
	COMMUNITY NO.: 060427		
IDENTIFIER	Bear River North Levee Rehabilitation Project	APPROXIMATE LATITUDE & LONGITUDE: 38.992, -121.449 SOURCE: USGS QUADRANGLE DATUM: NAD 83	

ANNOTATED MAPPING ENCLOSURES			ANNOTATED STUDY ENCLOSURES
TYPE: FIRM*	NO.: 06115C0440D	DATE: February 18, 2011	NO REVISION TO THE FLOOD INSURANCE STUDY REPORT
TYPE: FIRM*	NO.: 06115C0445D	DATE: February 18, 2011	
TYPE: FIRM*	NO.: 06115C0475D	DATE: February 18, 2011	
TYPE: FIRM*	NO.: 06115C0505D	DATE: February 18, 2011	

Enclosures reflect changes to flooding sources affected by this revision.

* FIRM - Flood Insurance Rate Map; ** FBFM - Flood Boundary and Floodway Map; *** FHBM - Flood Hazard Boundary Map

FLOODING SOURCE(S) & REVISED REACH(ES)

Bear River - from approximately 1,200 feet northeast of the intersection of Wheatland Road and Bexter Avenue to approximately 11,200 feet southwest of the intersection of Camp Far West Road and Wintun Way

Grasshopper Slough - from approximately 1,220 feet upstream of Spenceville Road to approximately 8,000 feet upstream

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Bear River	Zone A	Zone X (shaded)	NONE	YES
Grasshopper Slough	Zone A	Zone X (unshaded)	NONE	YES

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Beth A. Norton

Beth A. Norton, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

122451 PT202.BKR.11090886P.H15

102-D



Federal Emergency Management Agency
Washington, D.C. 20472

LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)

OTHER COMMUNITIES AFFECTED BY THIS REVISION

CID Number: 060460 Name: City of Wheatland, California

AFFECTED MAP PANELS

TYPE: FIRM*	NO.: 06115C0440D	DATE: February 18, 2011
TYPE: FIRM*	NO.: 06115C0445D	DATE: February 18, 2011
TYPE: FIRM*	NO.: 06115C0505D	DATE: February 18, 2011

AFFECTED PORTIONS OF THE FLOOD INSURANCE STUDY REPORT

NO REVISION TO THE FLOOD INSURANCE STUDY REPORT

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Beth A Norton

Beth A. Norton, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State or local requirements to which the regulations apply.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance flood discharges computed in the FIS for your community without considering subsequent changes in watershed characteristics that could increase flood discharges. Future development of projects upstream could cause increased flood discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on flood discharges subsequent to the publication of the FIS report for your community and could, therefore, establish greater flood hazards in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State law have been obtained. State or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This revision involves an accredited levee system. Your community is responsible for maintaining and disseminating information, such as the estimated level of protection provided (which may exceed the base flood level) and Emergency Action Plan, for the levee system(s) shown as providing protection. To mitigate flood risk in residual risk areas, property owners and residents are encouraged to consider flood insurance and floodproofing or other protective measures. For more information on flood insurance, interested parties should visit the FEMA Website at <http://www.fema.gov/business/nfip/index.shtm>.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Beth A Norton

Beth A. Norton, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

122451 PT202.BKR.11090886P.H15

102-D



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Ms. Sally M. Ziolkowski
Director, Mitigation Division
Federal Emergency Management Agency, Region IX
1111 Broadway Street, Suite 1200
Oakland, CA 94607-4052
(510) 627-7175

STATUS OF THE COMMUNITY NFIP MAPS

We are processing a revised countywide FIRM and FIS report for Yuba County, California and Incorporated Areas. The revised countywide FIRM, which includes flood hazard information for your community, will become effective on February 18, 2011. Because the effective date has already been established, we will not incorporate the modifications made by this LOMR into the countywide FIRM before they become effective. However, the modifications made by this LOMR will supersede the countywide FIRM after it becomes effective.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Beth A Norton

Beth A. Norton, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

122451 PT202.BKR.11090886P.H15

102-D



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

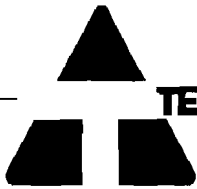
PUBLIC NOTIFICATION OF REVISION

This revision will become effective on February 22, 2011. Any requests to review or alter this determination should be made within 30 days and must be based on scientific or technical data.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076. Additional Information about the NFIP is available on our website at <http://www.fema.gov/nfip>.

Beth A Norton

Beth A. Norton, Program Specialist
Engineering Management Branch
Federal Insurance and Mitigation Administration

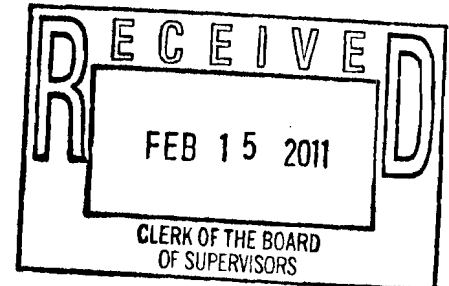
**TEICHERT AGGREGATES**

Established 1887

**RECEIVED BY EACH
BOARD MEMBER**

February 15, 2011

Chairman Roger Abe
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901
Faxed: 530-749-7353



Dear Chairman Abe:

A. Teichert & Son, Inc., one of California's oldest and most respected construction companies, has been working with the Yuba Watershed Protection and Fire Safe Council, UC Davis Agricultural Extension, and various local governmental agencies to protect the forest and generate "green" energy. The proposed *Hammonton Biomass Energy Plant* will have the capacity to generate up to 20 MW of electricity using a mix of forest waste, agricultural waste, and urban green waste. To further our research into the feasibility of this project we are applying for a federal grant from the US Department of Agriculture Forest Service. The grant funding is critical to completion of more detailed engineering and feasibility studies and will be important to securing project financing.

After a thorough preliminary study, the Yuba Fire Safe Council selected the Teichert site (located on Hammonton Smartville Road in Marysville) as a prime location for more detailed analysis. The Teichert site offers a number of benefits, including proximity to electrical transmission lines, ease of access, and proper land use designations. The project itself will provide a number of benefits to the local community while simultaneously contributing to our nation's pursuit of cleaner and renewable energy sources.

A few of the benefits include:

1. Creation of 20- 30 primary, and 20- 40 secondary jobs in an area with unemployment of 20.7 %
2. Consumption of local green waste materials that would otherwise end up in landfills
3. Reduction of pile and burn activities by local farmers
4. Reduction of fire risk by consuming organic debris removed from National and private forestland
5. Stimulation of local economy with multi-million dollar construction project
6. Generation of "green" energy and reduction of overall carbon footprint

The Forest Service 2011 Woody Biomass Utilization Grant (WBU Grant) offers funding to programs that focus on National Forests, fuels reduction, and produce renewable energy. The amount of the grant being requested is \$250,000.

The success of our application benefits greatly from the support of stakeholders such as yourself and I am writing to request a letter of support from your office. In order to ensure that the application deadline is met, I am requesting letters by February 21st. I have attached a sample letter of support for your use or reference. Should you have any questions or need more information please do not hesitate to contact me. Please address your letter to me in c/o Mr. Bill Quiroz.

Sincerely,

 Dana Davis

Senior Vice President of A. Teichert & Son, Inc.

BOS CORRESPONDENCE D

Organization Masthead
(As per grant instructions, please use Microsoft Word Arial font #11)

Janice Gauthier
USDA Forest Service, Pacific Southwest Region
1323 Club Drive
Vallejo, CA 95492-1110

Dear Ms. Gauthier:

I am writing in support of Teichert's request for grant funding for further study of a biomass cogeneration plant near Marysville, Ca.

Teichert, one of California's oldest and most respected construction companies, has been working with various stakeholders in the Yuba County area to identify a suitable location for a 20MW biomass cogeneration plant. The Yuba Watershed Protection and Fire Safe Council recently completed a preliminary study suggesting the site owned by Teichert on Hammonton-Smartville road meets or exceeds initial selection criteria.

In order to continue studying the site and project, Teichert is applying to your agency for a \$250,000 federal grant (The Forest Service 2011 Woody Biomass Utilization Grant) to fund next step engineering and feasibility.

Some of the benefits of the proposed project include:

1. Creation of jobs in an area with unemployment of 20.7 %
2. Consumption of local green waste materials
3. Reduction of pile and burn activities by local farmers
4. Consumption of organic debris removed from National and private forestland
5. Stimulation of local economy with multi-million dollar construction project
6. Generation of "green" energy and reduction of overall carbon footprint

I support Teichert's grant funding request and urge you to approve their application.

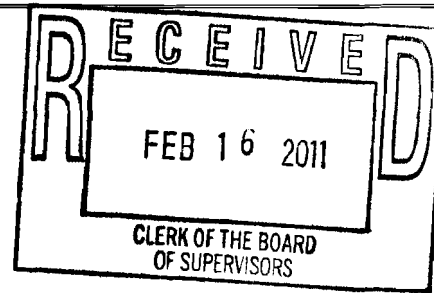
Sincerely,

(Your name and position title)

DEPARTMENT OF FISH AND GAME

WILDLIFE CONSERVATION BOARD

1807 13TH STREET, SUITE 103
SACRAMENTO, CALIFORNIA 95811
(916) 445-8448
FAX (916) 323-0280
www.wcb.ca.gov

**NOTICE OF MEETING****WILDLIFE CONSERVATION BOARD**

February 24, 2011
10:00 AM
1/ State Capitol, Room 112
Sacramento, California 95814

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

ITEM NO.**PAGE NO.**

- | | |
|---|---|
| 1. Roll Call | 1 |
| 2. Funding Status — Informational | 2 |
| 3. Proposed Consent Calendar (Items 4—19) | 6 |
| *4. Approval of Minutes — November 18, 2010 | 6 |
| *5. Recovery of Funds | 7 |

* Proposed Consent Calendar

1/ These facilities are accessible to persons with disabilities

ITEM NO.**PAGE NO.**

- *6. Yuba Highlands, Phase I
Yuba County

\$15,000.00 10

To consider the acceptance of a fifty percent (50%) assignment of interest in a conservation easement for the Department of Fish and Game (DFG) from The Trust for Public Land, as part of a cooperative project with the United States Department of Defense, the California Department of Transportation and the Yuba Foothills Associates for protection of 833 ± acres of oak woodlands, riparian woodlands and agricultural open space areas located adjacent to Beale Air Force Base and the DFG's Spenceville Wildlife Area, in Yuba County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of deer, oak woodland and mountain lion habitat. [Habitat Conservation Fund (Proposition 117), Section 2786(a)]

- *7. San Joaquin Multi-Species
Conservation Plan (2007) – Barron
Contra Costa County

\$978,930.00 13

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning Land Acquisition grant and the approval to subgrant these federal funds to the East Contra Costa County Habitat Conservancy, and to consider a Wildlife Conservation Board grant to East Contra Costa County Habitat Conservancy for a cooperative project with the East Bay Regional Park District to acquire 798± acre of land for the protection and preservation of existing regional wildlife linkages, including valley floor and foothill grassland, oak woodland, oak woodland savannah, riparian woodland, emergent wetland, and vernal pool habitat areas within the East Contra Costa County Natural Community Conservation Plan/Habitat Conservation Plan. The property is located south of the City of Pittsburg, in unincorporated Contra Costa County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of habitat that assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Section 75055(c) (SB8)]

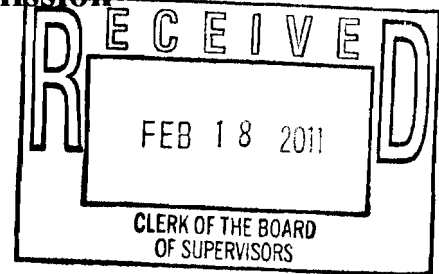
COMMISSIONERS
Jim Kellogg, President
Discovery Bay
Richard Rogers, Vice President
Montecito
Michael Sutton, Member
Monterey
Daniel W. Richards, Member
Upland
Jack Baylis, Member
Los Angeles

EDMOND G. BROWN, JR.



1416 Ninth Street
Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
(916) 653-5040 Fax
fgc@fgc.ca.gov

STATE OF CALIFORNIA
Fish and Game Commission



February 18, 2011

This is to provide you with a copy of the notices of proposed regulatory action relating to Central Valley sport fishing, Klamath River sport fishing, ocean salmon sport fishing, mammal hunting, and Southeast Farallon Island Special Closure, which will be published in the California Regulatory Notice Register on February 18, 2011.

The notices are separated by colored sheets in this packet.

Please refer to the individual notices for more information.

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst

Attachments

COMMISSIONERS
Jim Kellogg, President
Discovery Bay
Richard Rogers, Vice President
Montecito
Michael Sutton, Member
Monterey
Daniel W. Richards, Member
Upland
Jack Baylis, Member
Los Angeles

EDMOND G. BROWN, JR.



1416 Ninth Street
Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
(916) 653-5040 Fax
fgc@fgc.ca.gov

STATE OF CALIFORNIA
Fish and Game Commission

February 18, 2011

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

This is to provide you with a copy of the notice of proposed regulatory action relative to sections 7.00 and 7.50, Title 14, California Code of Regulations, relating to Central Valley sport fishing, which will be published in the California Regulatory Notice Register on February 18, 2011.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Mr. Stafford Lehr, Chief, Fisheries Branch, Department of Fish and Game, phone (916) 327-8840, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst

Attachment

COMMISSIONERS
Jim Kellogg, President
Discovery Bay
Richard Rogers, Vice President
Montecito
Michael Sutton, Member
Monterey
Daniel W. Richards, Member
Upland
Jack Baylis, Member
Los Angeles

EDMOND G. BROWN, JR.



1416 Ninth Street
Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
(916) 653-5040 Fax
fgc@fgc.ca.gov

STATE OF CALIFORNIA
Fish and Game Commission

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

February 18, 2011

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 7.50, Title 14, California Code of Regulations, relating to Klamath River sport fishing, which will be published in the California Regulatory Notice Register on February 18, 2011.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Mr. Mark Pisano, Acting Fisheries Program Manager, Northern Region, Department of Fish and Game, phone (530) 225-2280, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst

Attachment

COMMISSIONERS
Jim Kellogg, President
Discovery Bay
Richard Rogers, Vice President
Montecito
Michael Sutton, Member
Monterey
Daniel W. Richards, Member
Upland
Jack Baylis, Member
Los Angeles

EDMOND G. BROWN, JR.



1416 Ninth Street
Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
(916) 653-5040 Fax
fgc@fgc.ca.gov

STATE OF CALIFORNIA
Fish and Game Commission

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

February 18, 2011

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 27.80, Title 14, California Code of Regulations, relating to ocean salmon sport fishing, which will be published in the California Regulatory Notice Register on February 18, 2011.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Ms. Marija Vojkovich, Marine Region Manager, Department of Fish and Game, phone (805) 568-1246, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,



Sherrie Fonbuena
Associate Governmental Program Analyst

Attachment

COMMISSIONERS
Jim Kellogg, President
Discovery Bay
Richard Rogers, Vice President
Montecito
Michael Sutton, Member
Monterey
Daniel W. Richards, Member
Upland
Jack Baylis, Member
Los Angeles

EDMOND G. BROWN, JR.



Governor

1416 Ninth Street
Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
(916) 653-5040 Fax
fgc@fgc.ca.gov

STATE OF CALIFORNIA

Fish and Game Commission

**COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD**

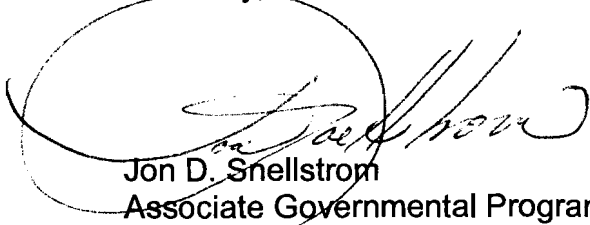
February 18, 2011

This is to provide you with a copy of the notice of proposed regulatory action relative to Sections 353, 354, 360, 361, 362, 363, 364, 365, 366.702, 708, 711 and new Sections 708.1, 708.2, 708.3, 708.4, 708.5, 708.6, 708.7, 708.8, 708.9, 708.10, 708.11, 708.12, 708.13, 708.14, 708.15, 708.16 and 708.17, Title 14, California Code of Regulations, relating to Mammal Hunting Regulations, which will be published in the California Regulatory Notice Register on February 18, 2011.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Mr. Dan Yparraguirre, Wildlife Program Manager, Department of Fish and Game, phone (916) 928-6881, has been designated to respond to questions on the substance of big game changes and Ms. Maria Melchiorre, License and Revenue Branch, Department of Fish and Game, phone (916) 928-6881, has been designated to respond to questions on the substance of permit procedures in the proposed regulations.

Sincerely,



Jon D. Snellstrom
Associate Governmental Program Analyst

Attachment

COMMISSIONERS
Jim Kellogg, President
Discovery Bay
Richard Rogers, Vice President
Montecito
Michael Sutton, Member
Monterey
Daniel W. Richards, Member
Upland
Jack Baylis, Member
Los Angeles

EDMOND G. BROWN, JR.



1416 Ninth Street
Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
(916) 653-5040 Fax
fgc@fgc.ca.gov

STATE OF CALIFORNIA
Fish and Game Commission

**COPY OF REFERENCED
DOCUMENT ON FILE
CLERK OF THE BOARD**

February 18, 2011

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 632, Title 14, California Code of Regulations, relating to Southeast Farallon Island Special Closure, which will be published in the California Regulatory Notice Register on February 18, 2011.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments.

Ms. Marija Vojkovich, Marine Region Manager, Department of Fish and Game, phone (805) 568-1246, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst

Attachment

COMMITTEE MEETINGS

5:30 P.M.

Human Services Committee

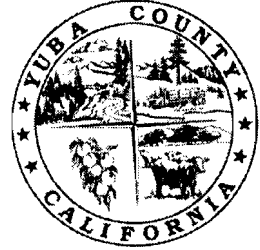
(Supervisors Stocker and Vasquez - Alternate Supervisor Abe)

- A. Consider closing the Library on May 28, July 2, and September 3, 2011 - Library (Five minute estimate) (095-11)
- B. Consider memorandum of understanding with Sutter Yuba Mental Health Services for therapeutic services - Health and Human Services (Ten minute estimate) (096-11)

THIS PAGE INTENTIONALLY LEFT BLANK

Yuba County Library

303 Second Street
Marysville, CA 95901
FAX: (530) 741-3098 TELEPHONE: (530) 749-7380



Memorandum

To: Human Services Committee
From: Loren MccRory, Library Director *Loren MccRory*
Date: March 1st, 2011
Subject: Closure of Library on 5/28/2011, 7/2/2011 & 9/3/2011

Recommendation:

The library requests the Human Services Committee approve the modified closure schedule for the library: Saturday, 28th May 2011, Saturday 2nd July, 2011 and Saturday, 3rd September, 2011.

Background:

The usage of the library during long weekends is traditionally very low. Therefore the library requests approval to be closed on Saturday, 28th May 2011, for the legal holiday of Memorial Day on 5/30/2011. Saturday 2nd July, 2011, for the Independence Day holiday on 7/4/2011. Saturday, 3rd September, 2011 for the Labor Day holiday on 9/5/2011.

Fiscal Impact:

There is no fiscal impact.

THIS PAGE INTENTIONALLY LEFT BLANK

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



096-11

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

TO: Human Services Committee
Yuba County

FROM: 
Suzanne Nobles, Director
Health & Human Services Department

DATE: February 22, 2011

SUBJECT: Memorandum Of Understanding (MOU) with Sutter-Yuba Mental Health Services for therapeutic services

RECOMMENDATION: Board of Supervisors approval of the attached two original copies of the MOU between Sutter-Yuba Mental Health Services and the County of Yuba, on behalf of its Health and Human Services Department, for therapeutic services provided under the Supportive and Therapeutic Options Program (STOP) is recommended.

BACKGROUND: Health and Human Services is annually allocated State General funds for the STOP program, which provides funding for therapeutic treatment and services for at risk children and their families who are unable to access needed services through other existing funding mechanisms.

DISCUSSION: Since 2001, the Health and Human Services and Probation Departments of Yuba County have joined in a collaborative arrangement with Sutter-Yuba Mental Health Services for the provision of therapeutic treatment and services to youth incarcerated in the Yuba-Sutter Bi-County Juvenile Hall under the STOP program. This MOU is a two-year renewal of that agreement for the term of July 1, 2010 through June 30, 2012. The STOP allocation for fiscal year 20010/2011 is \$21,392.00 and the same amount of allocation is anticipated for fiscal year 2011/2012. Funding for STOP is shared at 70 percent state and 30 percent matching county funds. Sutter-Yuba Mental Health will invoice Yuba County Health and Human Services for the entire cost of services provided and Sutter-Yuba Mental Health will be reimbursed the amount claimable (70 percent) to STOP funding. The 30 percent county match is met by the unreimbursed costs for services provided by Sutter-Yuba Mental Health Services. By utilizing the STOP funds in this manner, the County is providing needed therapeutic services to children who would not otherwise have access to these services.

FISCAL IMPACT: Approval of this MOU will not impact County funds. Through STOP funding, this MOU will allow Sutter-Yuba Mental Health Services to be reimbursed 70 percent of its costs for providing therapeutic treatment services.

**MEMORANDUM OF UNDERSTANDING BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND SUTTER-YUBA MENTAL HEALTH SERVICES**

This Memorandum of Understanding (hereafter "MOU") is effective as of July 1, 2010, by and between the Yuba County Health and Human Services Department, (hereafter "YCHHSD") and Sutter-Yuba Mental Health Services (hereafter "MENTAL HEALTH") for the provision of therapeutic services under the Supportive and Therapeutic Options Program ("STOP").

RECITALS

WHEREAS,

- a. YCHHSD is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. MENTAL HEALTH is a Bi-County Program operated under a Joint Powers Agreement between Yuba and Sutter Counties and overseen by Sutter County; and
- c. YCHHSD is responsible for the administration of its STOP program pursuant to its STOP County Plan approved by the California Department of Social Services; and
- d. MENTAL HEALTH has the experience and the expertise to provide therapeutic services under the STOP program.

THEREFORE, YCHHSD and MENTAL HEALTH hereto mutually agree as follows:

1. TERM

Commencement Date: July 1, 2010

Termination Date: June 30, 2012

Notwithstanding the term set forth above, and unless this MOU is terminated by either party prior to its termination date, the term of this MOU shall be automatically extended for ninety days. The purpose of this

RECEIVED

JAN 21 2011

MENTAL HEALTH SERVICES

automatic extension is to allow for continuation of services, and to allow YCHHSD time in which to complete a novation or renewal agreement for MENTAL HEALTH and YCHHSD approval.

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

2. DESIGNATED REPRESENTATIVES

Suzanne Nobles is the representative of YCHHSD and will administer this Agreement for YCHHSD. Brad Luz is the authorized representative for MENTAL HEALTH. Changes in designated representatives shall occur only by advance written notice to the other party.

3. MENTAL HEALTH shall:

- A. Provide therapeutic services to youth incarcerated in the Yuba-Sutter Bi-County Juvenile Hall either with MENTAL HEALTH staff or through a separate agreement with a subcontractor. Under this MOU, two therapists will provide a combination of assessment, crisis intervention, and individual, group and family counseling services to these youth in compliance with the program requirements of the STOP program.
- B. MENTAL HEALTH agrees to collect, compile and provide all statistical data on the youths served pursuant to this MOU, as required under the STOP program for reporting purposes. This data shall include but may not be limited to:
 - The number and ages of children that received "aftercare" services;
 - The number and ages of children that received "prevention" services;
 - The living arrangement of the children served at the time services began; and
 - The types of services provided.

C. To provide this data, MENTAL HEALTH agrees to complete and submit the Quarterly Statistical Report (Attachment A) for each fiscal quarter for which MENTAL HEALTH submits an invoice for STOP funding. This Quarterly Statistical Report shall include all of the data requested for the children that MENTAL HEALTH provided therapeutic services to during the report period. The report period for the Quarterly Statistical Report shall coincide with the fiscal quarter invoiced.

4. FISCAL PROVISIONS

A. Upon receipt of proper claims, YCHHSD agrees to reimburse MENTAL HEALTH for the cost of services provided in accordance with the following schedule:

- 1) The maximum initial reimbursement from YCHHSD to MENTAL HEALTH in accordance with this schedule shall be 70 percent of the amount invoiced. The maximum initial amount reimbursed by YCHHSD to MENTAL HEALTH shall not exceed the amount of \$21,392.00 (Twenty-One Thousand Three Hundred Ninety Two Dollars) allocated YCHHSD for the STOP program by the California Department of Social Services for each fiscal year during the term of this MOU. By mutual agreement, at the beginning of the second fiscal year in which this MOU is in effect, the maximum initial amount payable under this MOU may be reviewed, renegotiated and amended as agreed upon by both parties.
- 2) MENTAL HEALTH shall submit detailed invoices, with copies of back-up documentation and a completed Quarterly Statistical Report attached, for payment after completion of services on a quarterly basis. Such invoices shall be submitted no later than the fifteenth (15th) day of the month following the end of the fiscal quarter in which services were provided (*i.e. Fiscal Quarter: July through September; invoice due by 10/15*).
- 3) Once the maximum initial reimbursable amount of \$21,392.00 (Twenty-One Thousand Three Hundred

Ninety Two Dollars) has been paid to MENTAL HEALTH for any fiscal year in which this MOU is in effect, MENTAL HEALTH shall continue to submit detailed invoices for services, which YCHHSD shall report to the California Department of Human Services. In the event that, as a result of an annual audit closeout, the California Department of Human Services allocates additional unspent funds for any fiscal year in which this MOU is in effect, YCHHSD shall utilize these funds to reimburse MENTAL HEALTH 70 per cent of the costs of services invoiced but unpaid by the initial allocation, to the extent covered by the additional funds made available for that particular fiscal year.

4) MENTAL HEALTH agrees and understands that in order to receive reimbursement through STOP funding, the costs of services provided by MENTAL HEALTH must be funded by other than state or federal funds.

B. Services performed by MENTAL HEALTH and not authorized in this MOU shall not be paid for by YCHHSD. Payment for additional services shall be made to MENTAL HEALTH by YCHHSD if, and only if, this MOU is amended by both parties in advance of performing additional services and the amendment is approved by both the Yuba and Sutter Boards of Supervisors.

C. This MOU is valid and enforceable only if sufficient funds are made available to YCHHSD from state and federal sources for the purpose of this program. In addition, this MOU is subject to any additional restrictions or conditions enacted by Congressional or Legislative process which affect the provision or terms of this MOU in any manner.

D. YCHHSD shall be held harmless from any State disallowance resulting from payments made to MENTAL HEALTH pursuant to this MOU. If MENTAL HEALTH has received payments, it shall be liable for any State disallowance made with respect to those payments. MENTAL HEALTH shall reimburse the

YCHHSD for any such disallowance in the manner authorized by applicable laws and regulations.

5. GENERAL PROVISIONS

- A. This MOU constitutes the entire agreement between the parties with respect to the subject matter and supercedes all prior and contemporaneous agreements and understandings of the parties. This MOU may be amended only by the written, mutual consent of both parties.
- B. It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services, claims to obtain funding and payment records for a period of four (4) years after final payment under this MOU. Therefore, the parties agree to retain such records for the recited four (4) year period.
- C. MENTAL HEALTH 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.
- D. MENTAL HEALTH warrants that it is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. MENTAL HEALTH agrees that its employees will execute appropriate certifications relating to reporting requirements.
- E. MENTAL HEALTH 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. MENTAL HEALTH agrees that its employees will execute appropriate certifications relating to Drug Free Workplace.
- F. This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

6. TERMINATION

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

7. ENTIRE AGREEMENT

This MOU supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by MENTAL HEALTH and contains all the covenants and agreements between parties with respect to the rendering of such services in any manner whatsoever. This MOU may be modified only by written agreement executed by all of the parties to this MOU.

8. NOTICES

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

Notices shall be addressed as follows:

If to YCHHSD:
Suzanne Nobles, Director
Yuba County Health and
Human Services Department
5730 Packard Avenue, Ste 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:
County Counsel
County of Yuba
915 8th St., Ste 111
Marysville, CA 95901

If to MENTAL HEALTH:
Brad Luz, Director
Sutter-Yuba Mental Health
Services
1965 Live Oak Blvd
P.O. Box 1520
Yuba City, CA 95992

With A copy to:
County Counsel
County of Sutter
1160 Civic Center
Dr.
Yuba City, CA 95991

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

YUBA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

by: Suzanne Noodles
Suzanne Noodles, Director

On: 2/10/2011
(Date)

APPROVED AS TO FORM:

Pat Garamone
Angil P. Morris-Jones
YUBA COUNTY COUNSEL

YUBA COUNTY BOARD OF
SUPERVISORS

ATTEST:
DONNA STOTTMMEYER
YUBA COUNTY CLERK OF THE
BOARD

Roger Abe, Chair (Date)

SUTTER-YUBA MENTAL HEALTH

by: Brad Luz
Brad Luz, Director

On: 1/24/2011
(Date)

APPROVED AS TO FORM:

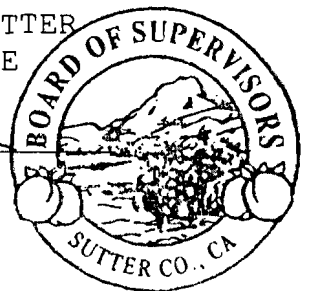
Ronald S. Erickson
RONALD S. ERICKSON
SUTTER COUNTY COUNSEL

SUTTER COUNTY BOARD OF
SUPERVISORS

James Gallagher 2-1-11
James Gallagher, Chair (Date)

ATTEST:
Donna Johnston, SUTTER
COUNTY CLERK OF THE
BOARD

Lisa Bush



YUBA COUNTY SUPPORTIVE and THERAPEUTIC OPTIONS PROGRAM (STOP)

Quarterly Statistical Report

Agency Name: _____ Report Period: _____

Name of Person Completing Report: _____

Telephone Number of Above Person: _____

I. NUMBERS SERVED

For those youth served for whom STOP funds will be claimed for the Report Period, please identify:

- 1 Of the number of children that received "Aftercare" services,
 - a The total unduplicated count of children ages 0-18 served _____
 - b The total unduplicated count of children over age 18 and up to age 19 served _____
2. Of the number of children that received "Prevention" services,
 - a The total unduplicated count of children ages 0-18 served _____
- 3 Of the children served, the total unduplicated number residing in each type of living arrangement at the time or immediately prior to services claimed :
 - a. Group Home _____
 - b. Foster Family Home _____

*Of those is foster Family Homes, how many were under the umbrella of FFA? _____
 - c. At home (parent/relative) _____

II. SERVICES DELIVERY

For those children that received "Aftercare" services and for whom STOP funds will be claimed for the Report Period, please check the services provided:

Individual counseling	_____	GED preparation	_____
Group counseling	_____	Day treatment	_____
Family counseling	_____	Vocational skills training	_____
Respite care	_____	Recreational services	_____
Crises response	_____	Parent Education	_____
Anger Management	_____	Job counseling	_____
Tutoring	_____	Transportation	_____
Other (List)	_____	Medical/Dental	_____

For those children that received "Prevention" services and for whom STOP funds will be claimed for the Report Period, please check the services provided:

Individual counseling	_____	GED preparation	_____
Group counseling	_____	Day treatment	_____
Family counseling	_____	Vocational skills training	_____
Respite care	_____	Recreational services	_____
Crises response	_____	Parent Education	_____
Anger Management	_____	Job counseling	_____
Tutoring	_____	Transportation	_____
Other (List)	_____	Medical/Dental	_____

Attachment A