

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 22, 2011

8:30 A.M. YUBA COUNTY WATER AGENCY

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

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

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. Authorize the Administrative Services Director to release Request for Qualifications for Architectural Consultant services for design and construction of new Sheriff's Department facility. (Public Facilities Committee recommends approval) (116-11)
2. Approve contract extension with Applied Forest Management for timber management at the 4H property and authorize the Chairman to execute same. (Public Facilities Committee recommends approval) (117-11)

B. **Clerk of the Board of Supervisors**

1. Reappoint Robert Mathews, Gerald Norene, and John Waskiewitz to the Resource Conservation District for terms to expire November 30, 2014. (118-11)
2. Appoint Rich Gable to the Yuba County Economic Development Advisory Committee as the District two Representative to serve at the pleasure of the Board. (119-11)
3. Approve minutes for the regular meetings of March 1 and 8, 2011. (120-11)

C. **Community Development and Services**

1. Adopt resolution authorizing Yuba County Community Development and Services Agency Director to complete purchase of single family residences APN 013-290-071 and APN 014-550-020 as part of the Neighborhood stabilization program and execute all documents needed for completion of purchase, rehabilitation and resale. (121-11)
2. Adopt resolution authorizing Yuba County Community Development and Services Agency Director to complete purchase of a single family residence APN 021-181-029 as part of the Neighborhood stabilization program and execute all documents needed for completion of purchase, rehabilitation and resale. (122-11)
3. Adopt resolution authorizing applying for CalRecycle waste tire enforcement grant for Fiscal Years 2010-11 through 2015-16 and authorizing the County Administrator or Director of Environmental Health to execute all grant related documents. (123-11)
4. Authorize Budget Transfer in the amount of \$140,000 from Account No. 113-0000-371-98-99 (2010 Community Development Block Grant) to various line items to appropriate Grant No. 10-STBG-6748. (124-11)

IV. **SPECIAL PRESENTATION**

- A. Recognize Peace Officer of the Year Deputy Nelson Magana and Probation Officer of the Year Tara Moseley. (Ten minute estimate) (125-11)
- B. Present County employee service awards. (Thirty minute estimate) (126-11)

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. Board of Supervisors

- 1. Adopt resolution approving the Bi County Solid Waste Independent Hearing Panel Procedures Manual. (127-11)

B. Health and Human Services

- 1. Authorize solicitation of proposals for Yuba County's Child Abuse Prevention Intervention and Treatment, Community Based Child Abuse Prevention and the County Childrens Trust Fund funds for Differential Response. (Ten minute estimate) (128-11)

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

- A. Public Hearing - Hold public hearing and adopt resolution approving application for funding from the Economic Development allocation of the State Community Development Block Grant Program and authorizing the County Administrator to execute necessary documents. (Yuba-Sutter Economic Development Corporation) (Ten minute estimate) (129-11)

VIII. **CORRESPONDENCE - (130-11)**

- A. Letter from City of Marysville advising Mr. Ricky Samayoa had been appointed to serve as the City Representative on the Yuba County Trails Commission.
- B. Letter from United States Department of Agriculture enclosing 2009 Single Audit Desk Review for the County of Yuba.
- C. Notice from United States Department of Homeland Security, National Flood Insurance Program regarding a revision to the effective Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for Yuba County.
- D. Memorandum from Community Development and Services Agency regarding residential care facilities.
- E. Notice from State of California Fish and Game Commission regarding receipt of amended petition to list the American pika as a threatened species.

IX. **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.

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

- A. Personnel pursuant to Government Code §54957 - Public Appointment/County Surveyor
- B. Threatened litigation pursuant to Government Code §54956.9(b) - One Claim/Cuthbert

C. Pending litigation pursuant to Government Code §54956.9(a) regarding the following:

- 1) Broughton v. Shotwell and County of Yuba
- 2) Carter v. Comar and County of Yuba
- 3) Cox v. County of Yuba
- 4) Martinov v. County of Yuba
- 5) Donahoe v. Yuba-Sutter Transit and County of Yuba
- 6) Hernandez v. County of Yuba
- 7) Holston v. Debranca and Spadini
- 8) Justice v. County of Yuba
- 9) Lindsay v. Fryson and County of Yuba
- 10) Saechao v. County of Yuba
- 11) Ybarra v. County of Yuba

XI. **ADJOURN**

COMMITTEE MEETINGS

11:30 A.M. Land Use and Public Works Committee - (Supervisors Abe and Stocker - Alternate Supervisor Nicoletti)

- A. Consider resolution to apply for grant funds from the Statewide Park Program to acquire land and develop a community park in East Linda - Community Development and Services (Five minute estimate) (131-11)

Protective Inspection Committee - (Supervisors Vasquez and Abe - Alternate Supervisor Griego)

- A. Consider resolution authorizing the Agricultural Commissioner to execute certain contracts/agreements for Fiscal Year 2011/2012 - Agricultural Commissioner (Five minute estimate) (132-11)

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

- A. Consider memorandum of understanding with Sierra-Sacramento Valley Emergency Medical Services Agency for the provision of fiscal administrative services of the Hospital Preparedness Program funds - Health and Human Services (Ten minute estimate) (133-11)

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

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

PUBLIC INFORMATION

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

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

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

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

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

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

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

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

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

End



CONSENT
AGENDA

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116-11

Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
Angil Morris-Jones, County Counsel
From: Doug McCoy, Director, Administrative Services
Date: March 22, 2011
Re: Request for Qualifications for Architectural Services

Recommendation

Recommend the Board of Supervisors authorize the Director of Administrative Services to release the attached Request for Qualifications in order to solicit an Architectural Consultant to support the design and construction of the new facility for the Yuba County Sheriff.

Background

The County has acquired the building located at 720 Yuba Street in Marysville. In order to build out a new facility for the County Sheriff Administration and Operations, the first step is to select an architectural consultant to program and design the new space.

Discussion

The County Purchasing and Contract Policy Manual states it is the Board's decision to make the final selection of the contract award. This Request for Qualifications will begin the process of accepting documents outlining the qualifications of area architectural firms. The documents submitted will be reviewed by an evaluation committee comprised of members from the Sheriff, Administrative Services, and County Administration who will 'short list' the proposals, entertain presentations from the short list, and make a recommendation to the Board. The Board will make the final decision. Upon the Board's decision, Administrative Services will begin contract negotiations with the selectee.

Committee Action

The Public Facilities Committee has approved bringing this forward for review by the full Board of Supervisors.

Financial Impact

When we do engage an architect and incur fees, they will be funded by Law Enforcement Impact Fees. We do not anticipate impact to the general fund at this time.



County Of Yuba
CALIFORNIA

Request for Qualifications

for

Architectural Design Services

Yuba County Sheriff Facility

SUBMISSION DEADLINE

February 28, 2011
By 2:00PM

Department of Administrative Services
Purchasing Division
Suite 119
915 8th Street
Marysville, CA 95901

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Sample Professional Services Agreement		

COUNTY OF YUBA
1. NOTICE INVITING REQUESTS FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN that sealed Qualifications will be received at the Office of the Purchasing Agent, c/o Administrative Services, Suite 119, 915 8th Street, Marysville California, phone (530) 749-7880, until **2:00 p.m. on February 28, 2011**, by submitting the qualifications for the following:

“REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL DESIGN SERVICES”

The County of Yuba is accepting qualifications from Architect Consultant firms to provide Architectural Design Services for a new Sheriff Central Office Facility.

Interested firms may submit their qualifications for individual Architectural Design Services as listed in the RFQ for which they are qualified to provide Architectural Services. Selection will be made by an evaluation committee representing the Sheriff, County Administration, and Purchasing. The committee’s recommendation will be presented to the Board of Supervisors. Upon a decision by the Board of Supervisors, final contract negotiations will take place.

Detailed information and scope of Architectural Design Services may be obtained from <http://www.co.yuba.ca.us/Departments/Admin%20Services/purchasing%20solicitaions.aspx> or the County Purchasing Office located in Administrative Services 915 8th Street, Suite 119, Marysville CA at (530) 749-7882. The scope of Architectural Design Services, submission forms and contract documents are hereby referred to and incorporated herein, and made a part hereof by reference and all submissions must strictly comply therewith. Late submitted qualifications shall not be considered for review.

The County of Yuba reserves the right to reject any and all RFQ’s and to waive minor irregularities, to accept any RFQ or portion thereof, and to take all RFQ’s under advisement for a period of ninety (90) days.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code, Labor Code Section 1735 requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, or sex of such persons, except as provided in Government Code Section 12940. Compliance with apprenticeship employment standards established by the State Director of Industrial Relations will be required.

County of Yuba hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority / disadvantaged business enterprises will be afforded full opportunity to submit submissions in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for the award.

2. SCOPE OF SERVICES

2.1 INTRODUCTION

The County of Yuba is accepting qualifications from firms to provide Architectural Design Services. The County of Yuba will select the consultant firm based on their qualified expertise to perform the Architectural Design Services in their specialized field. This is for a specific project with unique features and needs. The County prefers a partner firm with experience in design of a public safety, police, sheriff, or similar municipal facility but will certainly consider prospective partners with other experiences of a similar size and/or scope. The following is an outline of tasks required of this project. The tasks should include, but not be limited to, what is outlined below. Consultants preparing a response should elaborate on these tasks in their response.

2.2 ARCHITECTURAL DESIGN SERVICES

The County seeks a consultant with qualifications to provide architectural services for improving our recently acquired facility; an existing 55,000 square foot building in the City of Marysville. The facility is of a tilt-up style construction that was formerly an office building for a state agency. We are seeking a potential architectural consultant aid in the redesign of this facility to meet the needs of our Sheriff. These operations will include all of the Sheriff's operations with the *exception* of the jail and the Sheriff Civil function.

The County's intent is to relocate our Sheriff from their current location in the Yuba County Courthouse in Marysville, CA. This will be a remodel / tenant improvement of an existing facility, as well as an auxiliary building(s). We are looking for an architectural partner capable of leading the programming and design of this facility, including:

A. Municipal Building

1. Remodel of existing building; it is our intention to initially remodel / improve approximate 44,000 SF of the existing facility; leaving the remaining floor space undeveloped for future expansion.
2. Design of new building; it is also our intention to construct a storage facility for storage of specialty vehicles, and to house an indoor shooting range. The County expects to locate this 'out building' on an adjacent one (1) acre vacant lot property or as an alternative, on the primary parcel adjacent to the main facility.
3. Adherence to all American Disability Act Requirements relating to the development of a public safety facility.

B. Interior Design

1. Office Space Planning, programming and adjacencies
2. Office Lighting Design
3. Interior Design including colors, materials and furniture (FF&E)

C. General Requirements for Architectural Design Services

The general scope of work would include completing key phases of the design effort including schematic design phase, design development phase, construction documents, bid phase, and construction phase. The County seeks qualified firms to provide architectural design services including but not limited to:

1. Working drawing plans including site plan, floor plan, roof plan, framing plans, foundation plans, interior and exterior elevations, plumbing and electrical site plans, and specifications according to building code and/or owner's criteria, and all details necessary to clearly communicate the work involved. Plans of the existing building are available.
2. Able to design Leadership Energy Environmental Design (LEED) Building and register building for certification.
3. Assist in identifying any applicable Pacific Gas & Electric (PG&E) incentive opportunities
4. Maximize use of 'green' or environmentally friendly products. Provide list of products and/or specifications.
5. Provide specifications and lists for standardized services, equipment or materials that are used throughout County buildings or new construction to create compatibility throughout existing and new buildings.
6. Complete constructability reviews.
7. American Disabilities Act compliance methods to be used; including ADA guidelines currently in effect or anticipated to be in effect at time of completion.
8. Provide Storm Water Pollution Prevention Plan (SWPPP) drawings for project as required.
9. Provide check off lists for each phase of construction showing what is needed at which stage to minimize any "missed" items or work steps that need to be completed before moving to next phase.
10. Locate and plan the relocation of existing utilities and easements.
11. Estimate the cost of utility relocation and points of connection from private utility companies for construction budget purposes. This need to be coordinated in the project planning stage with County Planning / Civil Engineer.
12. County Planning Commission / Civil Engineering services including lot line adjustment(s) or right of way dedication if required.
13. Preliminary grading and final grading plans.
14. Structural engineering services.
15. Prepare landscape and irrigation plans.
16. Survey services.

17. Must be well versed in environmental issues as well as knowledgeable in requirements for Feather River Air Quality Management District (FRAQMD).
18. Prepare cost estimates for project.
19. Submit plans for plan check and owner's review process, including making revisions as necessary to obtain all required approvals.
20. Photo copies of program prints and pick up.
21. Participate in construction and project oversight as needed/required.
22. Prepare bid documents incorporating the County's bid specifications, special provisions and project's specifications.
23. Provide "as-built" drawings in an electronic format to be mutually determined.
24. Must have a written plan for closing out project in conjunction with the County's responsibility for project finalization.
25. Prepare design sample boards, color renderings and/or models.
26. Make presentations to County Staff, County Board of Supervisors, County Commissions, and others as required.
27. Bring in additional design and consultative resources as necessary to complete communications and network design; including:
28. Space planning for IT equipment and communications equipment
29. Design of networking pathways
30. Design of UPS and generator systems
31. Design of server rooms, networking closets, and supporting systems (i.e.,: dedicated HVAC, electrical, etc)

2.3. SPECIAL STUDIES SERVICES including but not limited to the following:

- A.** Indoor shooting range
- B.** Property / evidence room
- C.** Special communications needs (i.e., tower)
- D.** Interrogation room(s)
- E.** Parking design
- F.** Lighting design

General Requirements for Special Studies Services

The general scope of work would include completing key phase of the design effort including schematic design phase, design development phase, construction documents, bid phase, and construction phase. The County seeks qualified firms to provide special studies services including but not limited to:

1. Working drawing plans including site plan, landscaping plans, irrigation plans, plumbing and electrical site plans, foundation plans where applicable, and specifications according to current building code and/or owner's criteria, and all details necessary to clearly communicate the work involved.
2. Working with the Sheriff's Office to define specific requirements regarding shooting range, storage facility, property room, interrogation room(s), communications tower (and any other custom or specific communication needs), Federal Aviation Administration and hazardous material regulations.
3. Working with County Officials regarding needs for the County regarding public parking lot and lighting design.

3. INSTRUCTIONS TO PROPOSERS

3.1 SUBMISSION TIMELINE AND LOCATION

CLOSING DATE: February 28, 2011 @ 2:00 p.m.

LOCATION: Purchasing Office
c/o Administrative Services
Suite 119
915 8th Street
Marysville, CA 95901

3.2 PROPOSER'S EXAMINATION

Before submitting a response, the proponent shall carefully examine the scope of services and other contract documents, and ensure that he/she has a clear understanding of the requirements of the contract work regarding the performance of work. By submitting a response, the applicant represents that it has thoroughly examined and become familiar with the contents of the solicitation and conditions of the standard County contract documents, and that it is capable of performing quality work to achieve the County of Yuba's objectives.

3.3 INTERPRETATION OF SUBMISSIONS AND DOCUMENTS

If any person contemplates submission of a response for the proposed contract and is in doubt as to the true meaning of any part of the scope of services, or other proposed contract documents, or finds discrepancies in, or omissions from the document, he/she may submit to the Purchasing Office a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents and will be posted on the County website. The Purchasing Office will not be responsible for any other explanation or interpretation of the proposed documents.

3.4 NOTICE TO PROPONENTS

The proponents shall be considered based on the best overall value to the County. The County Board of Supervisors shall decide in its sole and absolute discretion whether to enter into a contract at all, even if there are one or more qualified proponents. As this is a request for qualifications, the County **shall not be limited to awarding to the lowest responsive proponent**, but instead shall be entitled to select the consultant they feel **will best understand its requirements, and most able to respond to its needs**.

It can then negotiate for the best overall value to the County. The County staff may, but is not obligated to, conduct interviews with proponents. The County may automatically disqualify any submission that does not meet the terms and conditions set forth in these Section 3 - Instructions to Proposers.

3.5 LEGAL RESPONSIBILITIES

All responses must be submitted, filed, made, and executed in accordance with State and Federal laws relating to submissions for contracts of this nature whether the same are expressly referred to herein or not. Any Proposer submitting a response shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in scope of services, contract documents, and to full compliance therewith.

3.6 WITHDRAWAL OF SUBMISSIONS

A Submission may be withdrawn by a written request signed by the proposer. Such request must be delivered to the Purchasing Office's designated official prior to the hour due stipulated in the Section 4.1 – Submittal Information. The withdrawal of a submission will not prejudice the right of the proposer to submit a new submission, providing there is time to do so.

3.7 IRREGULAR SUBMISSIONS

Unauthorized conditions, limitations, or provisions attached to a response will render it irregular and may cause its rejection. The completed submission forms shall be without interlineations, alterations, or erasures. Alternative responses will not be considered unless specifically requested. No oral, telegraphic, or telephonic submission, modification, or withdrawal will be considered.

3.8 ADDENDA OR BULLETINS

All proposers are advised as to the possibility of issuance of addenda affecting the items, scope or quantity of the service required for this project. Each proposer shall be fully responsible for informing themselves as to whether or not any such addenda have been issued. The effect of all addenda to the contract documents shall be considered in the response, and said addenda shall be made a part of the contract documents and shall be returned with them. Failure to cover in the response any such addenda issued may render the submission irregular and may result in its rejection by the County.

3.9 NON-COLLUSION AFFIDAVIT

Proposer shall declare that the only persons or parties interested in the response as principals are those named therein; that no office, agent, or employee of the County of Yuba is personally interested, directly or indirectly, in the response; that the submission is made without connection to any other individual, firm, or corporation making a response for the same work; and that the response is in all respects fair and without collusion or fraud.

3.10 COMPETENCY OF CONTRACTOR

No submission will be accepted from or contract awarded to a proponent who is not licensed in accordance with the law, who does not hold a license qualifying them to perform work under this contract, to whom a submission form has not been provided and who has not successfully performed on projects of similar character and scope. The proponent may be required, before the award of any contract, to show, to the complete satisfaction of the County, that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner. Generally, contractor history and references are required at a minimum. The County may make reasonable investigations deemed necessary and proper to determine the ability of a contractor to perform the work, and the contractor shall furnish the County all information requested for this purpose.

3.11 QUESTIONS AND COMMENTS

Questions and comments regarding this solicitation must be submitted in writing, either by mail, email or facsimile to the Purchasing Office's designated official, no later than seven (7) days before the Submission Deadline. The questioner's company name, address, phone / fax number, and contact name must be included with the question(s) or comment(s). Responses, if any, made by the County will be sent in writing to all known response holders and posted on the website.

3.12 CORRESPONDENCE

All correspondence is to be submitted to:

Andrea Armstrong
Administrative Services
Purchasing Office
Suite 119
915 8th St
Marysville, CA 95901
aarmstrong@co.yuba.ca.us

3.13 DELIVERY OF SUBMISSIONS

Five (5) copies of the response, and a digital 'soft' copy, shall be submitted in response to this solicitation. Submissions may be mailed or delivered by messenger. However, it is the proponent's responsibility alone to ensure delivery of the document to the hands of the County Purchasing Office or designated official prior to the hour due stipulated in the "Request for Qualifications." Late submittals will not be considered. Fax submittals will not be accepted. Submissions shall be enclosed in a sealed envelope plainly marked on the outside, "Architectural Design Services."

3.14 AWARD OF CONTRACT

Issuance of this Request for Qualifications and receipt of submission does not commit the County to award a contract. After evaluation of all submittals for Architectural

Design Services, an Architectural firm will be chosen based on their qualifications by the Yuba County Board of Supervisors.

3.15 TERM OF CONTRACT

Contract period shall be limited to this specific project. Proposer understands that this contract shall not bind nor purport to bind the County of Yuba for any contractual commitment in excess of the original contract period. In the event the County exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period, unless otherwise mutually agreed to in writing by both parties.

3.16 WORKER'S COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with the section and Section 1861 of the State Labor Code, the consultant shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to County of Yuba along with the other required contract documents, prior to performing any services.

3.17 INSURANCE

Prior to the commencement of any services hereunder, Consultant shall provide to the County certificates of insurance with the County named as additional insured. Such policies shall be subject to approval by the County and shall require thirty days notice to the County before any cancellation. Failure to furnish such evidence, if required, may be considered default of the Consultant.

- (1) Worker's Compensation Insurance covering all employees and principals of the Consultant, in a minimum amount of \$2 million per accident, and meeting the laws of the State of California;
- (2) Commercial General Liability Insurance covering third party liability risks; including without limitation contractual liability, in a minimum amount of \$5 million 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 shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit;
- (3) Commercial Auto Liability and Property Insurance covering "any auto" with a minimum amount of \$2 million combined single limit per accident for bodily injury and property damage.
- (4) Errors and omissions professional liability insurance appropriate to Consultant's profession. Such insurance shall be in an amount not less

than \$1 Million per claim (final amount may be negotiated depending on final scope of work), and shall be endorsed to include contractual liability. In addition, such insurance shall be maintained for a period of five (5) years following completion of the Project.

4. SUBMISSION DOCUMENTS

4.1 SUBMITTAL INFORMATION

- A. Submittal of Response:** Five (5) copies of each response and a digital file (PDF format) shall be submitted in response to this RFQ. The response(s) shall be submitted no later than **2:00 p.m. on February 28, 2011** and be addressed as follows:

County of Yuba
Administrative Services
Purchasing Office
Suite 119
915 8th Street
Marysville, CA 95901

Late submittals will not be considered. Fax submittals will not be accepted.

- B. Examination of the content of the RFQ:** By submitting a response, the applicant represents that it has thoroughly examined and become familiar with the contents of the RFQ's and conditions of the standard County contract documents (Professional Services Agreement - attached), and that it is capable of performing quality work to achieve the County of Yuba's objectives.
- C. Pre-Contractual Expenses:** The County shall not be liable to pay any cost incurred by any firm or persons in submitting a response(s) to this request for qualification.
- D. Contract Award:** Issuance of this RFQ and receipt of submission does not commit the County to award a contract. The County reserves the right to accept or reject any or all responses received in response to this RFQ; reject or cancel in part or in its entirety this request for response. Similarly, all responses to this request for qualifications shall become the property of the County and will be retained or disposed of accordingly.

4.2 EVALUATION AND SELECTION PROCESS

- A. Submittal Review:** Submissions will not be opened in public; they will be opened by an evaluation committee comprised of members from the Sheriff's Office, County Administration, and Purchasing. The committee will review and evaluate each submittal to determine if it meets the submission requirements for Architectural Design Services as defined in Section 4 Submission Documents and all subsections. Failure to meet the requirements will be cause for eliminating the applicant from further consideration. The committee will also communally develop scoring criteria by which to quantitatively rank

the Submissions *prior* to opening. A *sample* of the ranking criteria is in Section 4.4 of this document. Once the committee has conducted a review of the submitted responses, the committee may decide to create a short list of applicants to schedule for oral interviews.

- B. Oral Interview: Applicants meeting the submittal requirements may be requested to participate in an oral interview at County's discretion. Applicants will be notified in writing of the time and place for the interview. Failure to appear for the oral interview will be cause to disqualify the firm from further consideration.
- C. Selection: Based on the committee's evaluation and utilizing the RFQ's scoring method of each applicant's qualifications, additional data submission and oral interview, the firms will be ranked by the evaluation committee.
- D. Final Selection Process: After the document review and the interviews, the evaluation committee will make their final recommendation to the Board of Supervisors. The selection by the Board of Supervisors will be final.

Once the Board has made their final selection, the Purchasing Office will initiate the contract negotiations with the selectee. **If the Selectee and the County cannot come to an agreement, the Board may direct negotiations to occur with the second choice Consultant.**

Errors and Omissions Insurance will be required prior to contract execution. The Consultant shall obtain and provide and maintain at its own expense during the term of this agreement, a policy or policies of liability insurance of the type and amounts described in more detail in the RFQ.

4.3 RESPONSE TO SUBMISSION

Response shall be submitted using a simple method of fastening and shall include a digital file (PDF format) with the document.

- A. Introduction: This document at a minimum must contain the following:
 - 1. Identification of the offering firm including name, address, telephone, fax number, and email address;
 - 2. Acknowledgment of the receipt of RFQ addenda (if any); and
 - 3. Name, title, address and telephone number of contact person during the evaluation period.
 - 4. List of Sub-Consultants

- B. Qualifications: The overall capabilities of the consultant's and sub-consultants organization should be discussed in this section. Include a brief summary of the firm's history, its recent related experience, top level management and ability of persons assigned to perform the work. Include possession(s) of appropriate licenses and certifications.
- C. Personnel: This section must delineate the experience and/or background of the personnel that would be *dedicated to this specific project* and provide an organizational chart.
- D. Reference: List three (3) clients for whom comparable services have been performed within last five years. Include the name, mailing address, email address, and telephone number of each client's principal representative.
- E. Authorization: The submission shall be signed by an official or combination of officials authorized to bind the firm on the enclosed response for (Section 4.5).
- F. Insurance: Insurance certificates will be required prior to contract execution. Special attention is directed to review the indemnification and insurance requirements in the contract documents (Professional Services Agreement). **Document must state that Consultant has read the County of Yuba indemnification and insurance requirements and shall meet these requirements upon selection.**
- G. Response: Submissions shall be typed and submitted on 8 ½ " x 11" paper, using a simple method of fastening. Excessive or lengthy narrative is discouraged; presentation shall be clear and concise. At a minimum the Responses shall be submitted using tabs with the following format:
- Tab 1 – Introduction and Response Form
 - Tab 2 - Qualifications
 - Tab 3 - Personnel
 - Tab 4 - Reference

4.4 <<<DRAFT>>> SUBMISSION EVALUATION FORM

Proposer's Name:

FACTOR	WEIGHT	SCORE (0-4)	WEIGHT SCORE
1. QUALIFICATIONS OF COMPANY / CONSULTANT			
Relevant experience of company / public safety experience	15		
Area(s) company excels	10		
Relevant experience of staff assign	20		
Reputation of company based upon references	5		
2. TECHNICAL APPROACH			
Consultant methodology <ul style="list-style-type: none"> ○ Research ○ Project Approach ○ Clarity of Submission 	20		
Responsiveness to meet or exceed request for qualifications	10		
Design intent	10		
Quality of Illustrative Materials	5		
3. SERVICE SCHEDULE			
Demonstrate ability to complete assignments in a timely and budgeted manner.	5		
TOTAL	100		
SCORE: 0=Unacceptable 1=Poor 2=Fair 3=Good 4= Excellent			

4.5 RESPONSE FORM

TO: **County Of Yuba**

FROM:

Company Name

Address

City / State / Zip

Phone Number

Fax Number

Email Address

Authorized Signature

Title

Authorized Signature (*Print Name*)

Date

The above-signed agrees to furnish to the County of Yuba with the scope of services and conditions set forth in the Submission in detail without exceptions other than by mutual agreement.

4.6 INTENTION TO RESPOND FORM

To be on the proposal holder list, and to be assured of receiving all addendums and all Request for Qualification questions and updates, the following information must be submitted to County of Yuba via email at: aarmstrong@co.yuba.ca.us

All questions and inquiries must also be submitted via email to this address. All responses will be shared with all who have submitted this form as well as posted on our internet site:

<http://www.co.yuba.ca.us/Departments/Admin%20Services/purchasing%20solicitaions.aspx>

Company Name: _____

Mailing Address: _____

Primary Contact Address: _____

Primary Contact Email: _____

Primary Contact Phone: _____

Secondary Contact Address: _____

Secondary Contact Email: _____

Secondary Contact Phone: _____

Addenda and questions/answers will be sent via email to both primary and secondary contacts.

ATTACHMENT “A”

PROFESSIONAL SERVICES AGREEMENT

The draft that follows is the County’s standard Professional Services Agreement. This may be substituted with the standard AIA Agreement(s) by mutual consent of the Parties.

< < < **DRAFT** > > >
**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT for _____ services ("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

"_____
CONSULTANT"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date:

Termination Date:

The term of this Agreement shall become effective on _____, and shall continue in force and effect for a period of _____ () year(s), 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 CONSULTANT AND COUNTY approval.

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

failure to continue purchase of all or any such services from CONSULTANT.

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

(Name of Position, not person) , is the representative of the COUNTY and will administer this Agreement for the COUNTY. _____ is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions

Attachment E – Insurance Provisions

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

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2011.

"COUNTY"

"CONSULTANT"

COUNTY OF YUBA

Chair
Board of Supervisors

Owner / Principal

INSURANCE PROVISIONS APPROVED

Martha Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

Angil Morris-Jones,
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties include the following:

A.1.1.

A.1.2.

A.1.3.

A.1.4.

A.1.5.

A.1.6.

A.1.7.

A.1.8.

A.2. TIME SERVICES RENDERED.

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

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

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

COUNTY OF YUBA

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed _____ (\$); 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 _____ (\$) without a formal written amendment to this Agreement approved by the COUNTY.

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

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

ATTACHMENT C

OTHER TERMS

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

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

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

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

C.5 HAZARDOUS MATERIALS. CONSULTANT shall identify all hazardous materials as required under the California Code of Regulations and the State Health Safety Code. CONSULTANT shall provide Material Safety Data Sheets (MSDS) for all products that may contain hazardous materials to the COUNTY.

C.6 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever

corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONSULTANT.

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

C.8 SECURITY CLEARANCE AND BACKGROUND CHECK. CONSULTANT shall comply with all COUNTY facility security requirements in effect during the contract period and any extension. CONSULTANT personnel assigned to perform services pursuant to this agreement, are required to pass a background check and security clearance. Such background and security check shall be conducted at the CONSULTANT's expense and shall be coordinated by the CONSULTANT with the Yuba COUNTY Probation Department, 215 5th St. Marysville, CA 95901. CONSULTANT personnel shall provide the following information to the COUNTY Probation Department for security and background check: date of birth, Social Security number, driver's license number, and current address. This requirement shall apply to any new personnel due to employee turnover.

CONSULTANT will provide names of all persons who are scheduled to perform services pursuant to this agreement, to the COUNTY's authorized representative named in this Agreement along with results of background and security check prior to start of work. The COUNTY reserves the right to review the personal background information and to conduct further security clearances on the CONSULTANT's assigned personnel. CONSULTANT personnel must be cleared by the COUNTY prior to start of work. Any person or persons not acceptable to the COUNTY shall be prohibited from working on COUNTY facilities. Infractions in the background investigation may be grounds for disqualification. It will be the responsibility of the CONSULTANT to meet with the COUNTY's authorized representative to discuss these matters. The Agreement may be terminated if the CONSULTANT is unable to perform the work with persons acceptable to the COUNTY.

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

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

removal of such person or persons.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on

the CONSULTANT's financial interest. The County Administrator shall determine in writing if CONSULTANT has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

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

If to "COUNTY":

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

With a copy to:

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

If to "CONSULTANT":

Insert Consultant name / address

ATTACHMENT E
INSURANCE PROVISIONS

<<to be added>>

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117-11

Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
Angil Morris-Jones, County Counsel
From: Doug McCoy, Director, Administrative Services
Date: March 22, 2011
Re: Applied Forest Management Contract Extension

Recommendation

Consider and authorize the Chair to sign the attached Agreement extension to our contract with Applied Forest Management.

Background

Applied Forest Management (AFM) is the timber manager for the County's 4H property in Dobbins/Oregon House. They are preparing to submit the Timber Harvest Plan on the County's behalf to the State in preparation for a timber harvest on Camp property when market conditions are most appropriate.

Discussion

Our contract has expired with AFM but there continues to be work to do. The original value of the current contract, \$30,000, has not yet been fully expended and thus it was deemed most appropriate to extend the current agreement in order to complete the timber harvest plan and to submit it to the State.

Committee Action

The Public Facilities Committee has recommended this be brought forward to the Board with their approval.

Financial Impact

We do not anticipate impact to the general fund at this time. Invoices from Applied Forest Management are paid from the 4H Holding Fund.

**AMENDMENT TO
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF YUBA
AND
APPLIED FOREST MANAGEMENT**

WHEREAS, the County of Yuba, referred to herein as "Owner" and Applied Forest Management, referred to herein as "AFM," entered into a Standard Agreement for Professional Services, referred to herein as "Agreement," on June 19, 2007; and

WHEREAS, that Agreement has not been fully performed; and

WHEREAS, there has been a larger than expected harvest volume creating a need for additional reseeding under that Agreement, circumstances not anticipated by the parties when the agreement was made.

NOW, THEREFORE, Owner and AFM hereby agree to amend paragraph four of the Agreement to provide that compensation to AFM under this Amended Agreement shall not exceed \$30,000 without written authorization from the Yuba County Board of Supervisors.

Except as expressly set forth above, all remaining provisions of the Agreement, including the remaining provisions of paragraph four shall remain in full force and effect.

In Witness Whereof, the parties have executed this Amended Agreement by their duly authorized representatives this _____ day of _____ 2011

COUNTY OF YUBA

Chair, Board of Supervisors

APPLIED FOREST MANAGEMENT


Stevan W. Andrews
Manager, Applied Forest Management

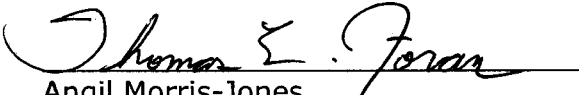
ATTEST: Donna Stottlemeyer

Clerk of the Board of Supervisors

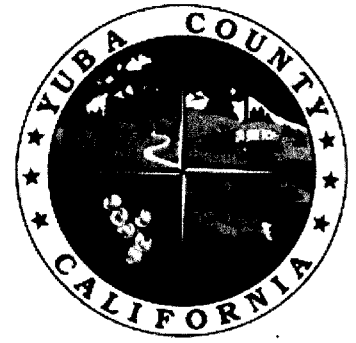
Approved as to Risk


Martha Wilson
Director, Personnel/Risk Management

APPROVED AS TO FORM:


Angil Morris-Jones
County Counsel

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: **Resource Conservation District – Three Scheduled Vacancies**

Date: March 22, 2011

Recommendation

Reappoint Robert Mathews, Gerald Norene, and John Waskiewitz to the Resource Conservation District for terms to expire November 30, 2014.

Background and Discussion

The Local Appointment List of all Boards/Commission/Committees is continually posted indicating vacancies, appointments, terms of office, qualifications and meeting information as is updated monthly. Applicants must be a Landowner within the Reclamation District or, in accordance with Public Resources Code Section 9352(b)(2), a designated agent of a resident landowner within the district.

Applications have been received from Robert Mathews, Gerald Norene, and John Waskiewitz and are attached for your review and consideration. Applicants meet the qualifications to serve and have the signatures of ten qualified registered voters within Yuba County.

In light of the expressed interest and recommendation it would be appropriate to appoint two individuals at this time.

Fiscal Impact

None

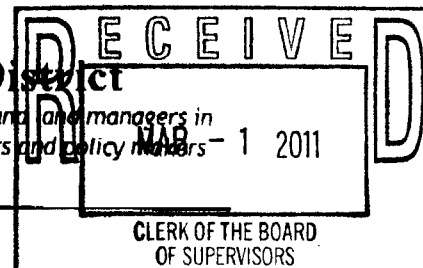
Committee Action

None required.

ds:rf
attachments

Yuba County Resource Conservation District

"The Yuba County Resource Conservation District (YCRCD) assists our landowners and land managers in providing stewardship of the County's natural resources and educates stakeholders and policy makers about the County's natural resource base."



DIRECTOR APPLICATION

Pursuant to section 9314 of the Public Resources Code, the Board of Supervisors may appoint Directors from those candidates who have filed an application.

Please complete this form and return to the Clerk of the Board of Supervisors of Yuba County, 915 8th Street, Suite 109, Marysville, CA 95901 Phone: (530) 749-7510 Fax: (530) 749-7353

Last Name	First Name/ Middle Initial	Phone	Address	City	State/Zip
MATTHEWS	Robert	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Check one: I currently own Farmland ☒ Residential Lot ☒ Other ☒

Please state your qualifications and/or reasons for wishing to serve on the District Board:

Rice Grower and long time resident in Yuba co.
--

Have you ever been convicted of a felony ☐ Yes ☒ No. A felony conviction may preclude you from service.
I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature [Signature]

Date 2-22-11

Signatures of ten registered voters within Yuba County required, excluding Cities of Marysville and Wheatland.

	Print Name/Signature	Phone	Address
1. ✓	Edna Alexander	[REDACTED]	[REDACTED]
2. ✓	[REDACTED] Dale Harvey	[REDACTED]	[REDACTED]
3. ✓	RAJINDER PAUL	[REDACTED]	[REDACTED]
4. ✓	Bernita L. Tull	[REDACTED]	[REDACTED]
5. ✓	BARBARA L. HURLBUT	[REDACTED]	[REDACTED]
6.	Gerald M	[REDACTED]	[REDACTED]
7. ✓	Dana Perin	[REDACTED]	[REDACTED]
8. ✓	Brian Goss	[REDACTED]	[REDACTED]
9. ✓	Kristy KRISTY Goss	[REDACTED]	[REDACTED]
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Yuba County Resource Conservation District

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DIRECTOR APPLICATION

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Last Name	First Name/ Middle Initial	Phone	Address	City	State/Zip
Mathews	Robert				

Check one: I currently own Farmland ☒ Residential Lot ☒ Other ☒


Please state your qualifications and/or reasons for wishing to serve on the District Board:

Rice Grower and long time Resident in Yuba Co.
--

Have you ever been convicted of a felony ☐ Yes ☒ No. A felony conviction may preclude you from service.

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

Signature



Date

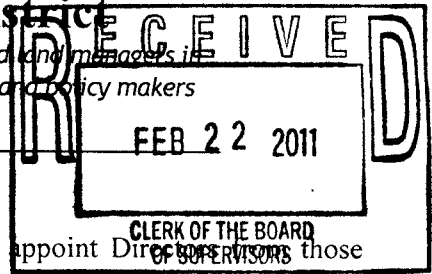
2-22-11

Signatures of ten registered voters within Yuba County required, excluding Cities of Marysville and Wheatland.

	Print Name/Signature	Phone	Address
1.	✓ John Coker		
2.	✓ Laurie Marie Norene		
3.	✓ Gerald M. Norene		
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Yuba County Resource Conservation District

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DIRECTOR APPLICATION

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Last Name	First Name/ Middle Initial	Phone	Address	City	State/Zip
Norene	Gerald M				

Check one: I currently own Farmland ☒; Residential Lot ☐; Other ☐

Please state your qualifications and/or reasons for wishing to serve on the District Board:

Have you ever been convicted of a felony ☐ Yes ☒ No. A felony conviction may preclude you from service.
I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature Gerald M Norene Date 2/22/2011

Signatures of ten registered voters within Yuba County required, excluding Cities of Marysville and Wheatland.

	Print Name/Signature	Phone	Address
1.	✓ John Coker		
2.	✓ Shirley Murray		
3.	✓ Roger L. Murray		
4.	✓ Frank Webb		
5.	✓ Laurie Marie Norene		
6.	✓ Catharina Weststegen		
7.	✓ John B. Weststegen		
8.	✓ MICHAEL E BUE		
9.	✓ Michael Basawala		
10.	✓ Douglas Russell		
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Yuba County Resource Conservation District

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DIRECTOR APPLICATION

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Last Name	First Name/ Middle Initial	Phone	Address	City	State/Zip
Norene	Gerald M.				

Check one: I currently own Farmland ☒; Residential Lot ☐; Other ☐

Please state your qualifications and/or reasons for wishing to serve on the District Board:

Have you ever been convicted of a felony ☐ Yes ☒ No. A felony conviction may preclude you from service.
I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature Gerald M Norene Date 2/22/2011

Signatures of ten registered voters within Yuba County required, excluding Cities of Marysville and Wheatland.

	Print Name/Signature	Phone	Address
1. ✓	Bernita L. Tull		
2. ✓	BARBARA L. HURLEY		
3. ✓	ROBERT MATTHEWS		
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Yuba County Resource Conservation District

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DIRECTOR APPLICATION

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Please complete this form and return to the Clerk of the Board of Supervisors of Yuba County, 915 8th Street, Suite 109, Marysville, CA 95901 Phone: (530) 749-7510 Fax: (530) 749-7353

Last Name	First Name/ Middle Initial	Phone	Address	City	State/Zip
WASKIEWKZ	JOHN L.				

Check one: I currently own Farmland ☒; Residential Lot ☐; Other ☐

Please state your qualifications and/or reasons for wishing to serve on the District Board:

CURRENT CHAIR OF RCD

Have you ever been convicted of a felony ☐ Yes ☒ No. A felony conviction may preclude you from service.
I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature [Signature] Date March 4, 2011

Signatures of ten registered voters within Yuba County required, excluding Cities of Marysville and Wheatland.

	Print Name/Signature	Phone	Address
1.	John [Signature]		
2.	Kevin Perkins		
3.	Kelly McHally		
4.	Hong V. Yang	744-5462	1206 Broad Park Way
5.	Laura LaFranchi		
6.	Ryan Mahony		
7.	KEVIN STALLAN		
8.	Randy Fletcher		
9.	MARK ZAMORA		
10.	Stirling O Swift		
11.	MICHAEL PAUL		
12.	Adelia L. Litchfield		
13.	Alex Lukeman		
14.			

Yuba County Resource Conservation District

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DIRECTOR APPLICATION

Pursuant to section 9314 of the Public Resources Code, the Board of Supervisors may appoint Directors from those candidates who have filed an application.

Please complete this form and return to the Clerk of the Board of Supervisors of Yuba County, 915 8th Street, Suite 109, Marysville, CA 95901 Phone: (530) 749-7510 Fax: (530) 749-7353

Last Name	First Name/ Middle Initial	Phone	Address	City	State/Zip
Waskiewicz	John				

Check one: I currently own Farmland ☒; Residential Lot ☐; Other ☐

Please state your qualifications and/or reasons for wishing to serve on the District Board:

Current chair

Have you ever been convicted of a felony ☐ Yes ☒ No. A felony conviction may preclude you from service.

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

Signature *John Waskiewicz* Date March 1, 2011

Signatures of ten registered voters within Yuba County required, excluding Cities of Marysville and Wheatland.

	Print Name/Signature	Phone	Address
1.	<i>John Coker</i>		
2.	<i>Laurie Marie Norene</i>		
3.	<i>Gerald M Norene</i>		
4.	<i>Robert Matthews</i>		
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The County of Yuba

119-11

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

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

Subject: Yuba County Economic Development Advisory Committee – District Two Representative

Date: March 22, 2011

Recommendation

Appoint Rich Gable to the Yuba County Economic Development Advisory Committee as the District two Representative to serve at the pleasure of the Board.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This vacancy was posted as a unscheduled vacancy due to the resignation of Mr. Tom King. One application was received from Mr. Gable and is attached for your review and consideration

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

Fiscal Impact

None

Committee Action

None required.

/rf

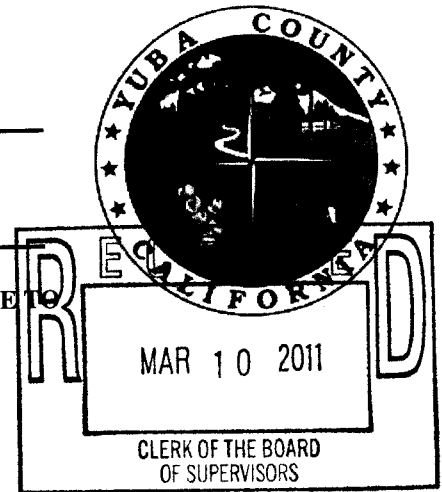
attachment

The County of Yuba

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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO

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



Economic Development Advisory Committee

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

APPLICANT NAME: Rich Gabel
MAILING ADDRESS: Frank M. Booth Inc.
222 3rd Street, Marysville, CA
PHYSICAL ADDRESS: [REDACTED]
TELEPHONE: HOME: [REDACTED] WORK: (530) 749-3729

OCCUPATION/PROFESSION: Chief Financial Officer
SUPERVISOR/ DISTRICT
NUMBER: DISTRICT 2

REASONS YOU WISH TO
SERVE ON THIS BODY: Was invited by John Fleming; hopefully I can bring another perspective to the decision making process.

QUALIFICATIONS: 35 years of private industry financial management, past Chairman, Chamber of Commerce, past President of Marysville Rotary

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD: Workforce Investment Board Member

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

March 8, 2011
DATE

THIS SECTION FOR OFFICE USE ONLY

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

The County of Yuba

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

MARCH 1, 2011 – MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 6:00 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. PLEDGE OF ALLEGIANCE - Led by Supervisor Nicoletti
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – All present
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

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

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) Approved.

B. Clerk of the Board of Supervisors

1. Approve minutes of the meetings of February 15 and 16, 2011. (083-11) Approved.
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) Approved.

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) Approved.
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) Adopted Resolution No. 2011-16, which is on file in Yuba County Resolution Book No. 42 entitled: "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."

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)
Approved.
4. Approve agreement with Yuba Sutter Training Zone for recreation coordinator services and authorize the Chairman to execute same. (088-11) Approved.

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) Approved.
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) Approved.

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) Approved.

IV. SPECIAL PRESENTATION

- A. Receive presentation for Yuba County Trails Commission regarding activities. (no background material) (Ten minute estimate) (092-11) Trails Commissioners Diana Culver and Alyssa Lindman provided a Power Point presentation recapping the goals and activities to provide trails within the County.

V. PUBLIC COMMUNICATIONS:

Economic Development Coordinator John Fleming recapped 2010 third quarter sales tax income to the County.

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) Health and Human Services Director Suzanne Nobles recapped board and care services provided to children with serious emotional disabilities at a cost of \$8,900 per month which the

county has been responsible for since the mandate was suspended and retroactive to July 1, 2010. Ms. Nobles advised five children in placement would be affected. Yuba County Office of Education Representative Rusty Gordon recapped impacts to the district and some of the services which were provided. Dr. Brad Luz, Sutter Yuba Mental Health, responded to Board inquiries regarding funding and services stopped for non-medical patients in Sutter County.

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

VII. CORRESPONDENCE - (094-11)

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

- 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.
- B. Letter from Federal Emergency Management Agency regarding letter of map revision for floodplain management purposes and flood insurance policies.
- C. Letter from Teichert Aggregates regarding the Hammonton Biomass Energy Plant and grant funding.
- C. Notice of meeting from California Wildlife Conservation Board for February 24, 2011 in Sacramento.
- D. 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: Reports were received on the following:

Supervisor Vasquez:

- New Supervisor Institute held February 24 and 25, 2011
- California State Association of Counties presentation on March 8, 2011 at 2 p.m. regarding realignment constitutional amendment for county management and Board

Supervisor Nicoletti:

- Library Pony Express Essay Contest held February 28, 2011
- Chamber of Commerce Government Affairs Committee meeting held March 1, 2011
- County Administrator's lunch briefings for County employees
- AMGEN Bicycle Tour of California which routes through Beale AFB and Wheatland on Monday, May 16, 2011
- Received consensus for Chairman to execute letter to Assemblyman Neilson supporting funding for County fairs

Supervisor Stocker:

- Growth in pension benefits since 1932
- Memorial Adjournment - Mr. Roy Ledbetter
- Snow level at 2,000 feet and power outages due to tree/branches falling

Supervisor Griego:

- Meeting with residents and Pacific Gas and Electric regarding aging gas lines
- Received Chairman's concurrence to sit on Ordinance Ad Hoc committee
- Memorial Adjournment – Ms. Allene Faye Corbett Bailey
- California Association of Local Agency Formation Commissions meeting held February 17, 2011
- Beale Air Show April 30 and May 1, 2011

Supervisor Abe:

- County Administrator's lunch briefings for County employees
- California Resources Board meeting held February 27, 2011
- Outreach meetings held February 25, 2011
- North Central Counties Consortium meeting held February 24, 2011
- California State Association of Counties working committees conference call held February 25, 2011
- Library Pony Express Essay Contest held February 28, 2011
- Commended Public Works Road crew during recent storms

County Administrator Robert Bendorf:

- Yuba County Trails Commission and assistance from recreational staff
- Realignment Constitutional Amendment
- Bok Kai Celebration March 5, 2011
- City of Wheatland master tax sharing agreement

IX. ADJOURN: 7:33 p.m. in memory of Ms. Allene Faye Corbett Bailey and Mr. Roy Ledbetter 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

MARCH 8, 2010 – MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:46 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, Deputy County Counsel Pat Garamone, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Vice Chair Abe presided.

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

MOTION: Move to approve MOVED: Mary Jane Griego SECOND: John Nicoletti
AYES: Mary Jane Griego, John Nicoletti NOES: None ABSENT: None ABSTAIN: None

A. Administrative Services

1. Approve lease agreement with Yuba County Office of Education for space occupied at the One Stop in Marysville and authorize the Chairman to execute same. (097-11) Approved.

B. Clerk of the Board of Supervisors

1. Reappoint John P. Taylor as residential representative in lieu of technical representative and Donald Rae as residential representative to Plumas Lake Specific Plan Design review Committee for terms to expire March 8, 2012. (098-11) Approved.
2. Approve minutes of the regular meeting of February 22, 2011. (099-11) Approved as written.

C. Community Development and Services

1. Adopt resolution to approve the submittal of an application to CalRecycle for rubberized asphalt concrete and chip seal projects on various county roads and authorize the Public Works Director to execute the grant and any related documents for the administration of the grant. (100-11)
Adopted Resolution No. 2011-17, which is on file in Yuba County Resolution Book No. 42 entitled: "APPROVE THE SUBMITTAL OF AN APPLICATION TO CALRECYCLE FOR RUBBERIZED ASPHALT CONCRETE AND CHIP SEAL PROJECTS ON VARIOUS COUNTY ROADS AND TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO EXECUTE THE GRANT AND ANY RELATED DOCUMENTS FOR THE ADMINISTRATION OF THE GRANT."

2. Approve agreement with MHM Inc. for updating South Yuba Drainage Master Plan, authorize the Chairman to execute same, and authorize Budget Transfer in the amount of \$15,000 from Trust 253 to various line items to cover shortfall. (101-11) Pulled for discussion by Chairman Abe.

Ms. Frances Hofman, Forty Mile Road, voiced concerns regarding allowing drainage water into the Reeds and Hutchinson Creeks.

Following Board discussion, direction was provided to staff to investigate the drainage issue and proceed with the study.

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

D. Emergency Services

1. Authorize Budget Transfer in the amount of \$100,000 to allocate additional revenue from California Emergency Management Agency/Public Safety Interoperable Communication funding. (102-11) Approved.

E. Health and Human Services

1. Approve memorandum of understanding with Sutter Yuba Mental Health Services for therapeutic services and authorize the Chairman to execute same. (Human Services Committee recommends approval) (103-11) Approved.

F. Library

1. Approve closing the Library on May 28, July 2, and September 3, 2011. (Human Services Committee recommends approval) (104-11) Approved.

IV. SPECIAL PRESENTATION

- A. View video entitled "Yuba County, A California Gem." (No background material.) (Fifteen minute estimate) (105-11) Economic Planning and Development Coordinator John Fleming presented the video and responded to Board inquiries.

Following Board discussion, Mr. Fleming advised of pursuing means to share the video with the public via streaming on the internet, providing copies to various schools, local business and working with Comcast Cable for airing on local channels. In response to inquiries regarding project cost, Mr. Fleming advised the total cost was approximately \$6,000, took a year to complete, and utilized local talent.

Responding to inquiries from the Board, Mr. Ken Miller, film maker, advised he has additional high definition pictures that were not used in the video but available to the County.

County Administrator Robert Bendorf commended John Fleming, Russ Brown, and Ken Miller on the completed video.

V. PUBLIC COMMUNICATIONS: No one came forward.

VI. COUNTY DEPARTMENTS

A. Administrative Services

1. Adopt resolution approving the environmental purchasing policy for Yuba County. (Five minute estimate) (106-11) Administrative Services Director Doug McCoy recapped the purchasing policy and responded to Board inquiries.

Adopted Resolution No. 2011-18, which is on file in Yuba County Resolution Book No. 42 entitled: "ADOPT THE ENVIRONMENTAL PURCHASING POLICY FOR YUBA COUNTY."

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

B. Community Development and Services

1. Retroactively approve Change Order No. 1; accept La Porte Road Pavement Rehabilitation ARRA Project as complete; and retroactively approve Public Works Director executing notice of completion. (Five minute estimate) (107-11) Public Works Director Mike Lee recapped the necessity for finalizing this project and responded to Board inquiries regarding the related audit process.

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

C. Human Resources

1. Adopt resolution amending the Departmental Position Allocation Schedule No. 2010-112 by abolishing a Senior Welfare Fraud Investigator and establishing a Supervising Welfare Fraud Investigator; and adopt a resolution amending the Classification System - Basic Salary Schedule No. 2009-89, as they relate to Health and Human Services Department effective March 1, 2011. (Ten minute estimate) (108-11) Human Resources Director Martha Wilson recapped the need to correct the structure of the unit to allow for more functionality and responded to Board inquiries.

Adopted Resolution No. 2011-19, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AMENDING THE DEPARTMENTAL POSITION ALLOCATION SCHEDULE NO. 2010-112"; and adopted Resolution No. 2011-20, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AMENDING THE CLASSIFICATION SYSTEM-BASIC SALARY SCHEDULE NO. 2009-89", as they relate to Health and Human Services Department effective March 1, 2011.

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

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

- A. Public Hearing - Hold public hearing and adopt findings of fact, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$5,261.50 and the recording of a lien located at 5792 A Rupert Avenue, East Linda (Wayne W. and Patricia A. Wallis). (Ten minute estimate) (109-11) Code Enforcement Manager Jeremy Strang recapped the abatement action, provided photos of the location, and responded to Board inquiries.

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

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

- B. Public Hearing - Hold public hearing and adopt findings of fact, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$8,284.25 and the recording of a lien located at 6137 Park Avenue, East Linda (Bank of America). (Ten minute estimate) (110-11) Code Enforcement Manager Jeremy Strang recapped the abatement action, provided photos of the location, and responded to Board inquiries.

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

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

- C. Public Hearing - Hold public hearing and adopt findings of fact, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$27,274.00 and the recording of a lien located at 4847 North Beale Road, East Linda (Francis L. Cook). (Ten minute estimate) (111-11) Code Enforcement Manager Jeremy Strang recapped the abatement action, provided photos of the location, and responded to Board inquiries.

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

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

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

Supervisor Stocker:

- Memorial Adjournment - Mr. Donald Schweitzer
- Memorial Adjournment - Mr. Richard William Peacemaker
- Voting Rights Act article in the Sacramento Bee

Supervisor Griego:

- Local Agency Formation Commission (LAFCO) meeting and workshop held March 2, 2011
- Sacramento Area Council of Governments Air Quality Sub Committee meeting held March 2, 2011
- First Thursday dinner held March 3, 2011

- Community meeting at the Moose Lodge regarding the Pacific Gas and Electric transmission line
- American Society of Civil Engineers awards dinner Wednesday, March 9, 2011 for the Feather River Setback Project
- 10 year anniversary of the Olivehurst Cleanup April 2011
- South County Economic and Image Improvement Committee hosting a chili cook off Saturday, March 5, 2011 at the Olivehurst Park between 11:00 a.m. and 2:00 p.m.

Supervisor Vasquez:

- Memorial Adjournment - Command Sergeant Major E.G. Winters
- Read Across America at Cedar Lane and Edgewater Schools held March 2, 2011
- Out of state March 3 and 4, 2011
- 131st Annual Bok Kai Parade March 5, 2011
- Requested staff provide additional information on article on pension reform from the Little Hoover Commission
- Local business preference ordinance
- Yuba County Ordinance update

Supervisor Nicoletti:

- Voting rights issue and redistricting process
- Read Across America held March 2, 2011
- 131st Annual Bok Kai Parade held March 5, 2011
- Out of state March 22 – 27, 2011 for the National Health Care Conference in Washington, DC
- Request the Yuba County Assessor be appointed to the Redistricting Committee

MOTION: Move to add to the agenda appointing Yuba County Assessor to the Redistricting Committee, as the need to take action arose subsequent to the agenda being posted

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

ADDED TO AGENDA:

Board of Supervisors: Appoint Yuba County Assessor to the Redistricting Committee (114-11)

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

Supervisor Abe:

- LAFCO meeting and workshop held March 2, 2011
- 131st Annual Bok Kai Parade held March 5, 2011
- Read Across America at Cobblestone School held March 2, 2011
- United States Department of Agriculture Job Forum held March 2, 2011
- Recent awards received by Comfort Suites and The Country Butcher
- Interested in a local artesian business to promote tourism

County Administrator Robert Bendorf: California State Association of Counties and Regional Council of Rural Counties letters relating to the Governors proposed realignment.

Community Development and Services Director Kevin Mallen: Draft General Plan Update meeting scheduled March 21, 2011 at 6:00 p.m. to review proposed changes

IX. CLOSED SESSION:

Former Building Maintenance Manager Steve Zaniroli urged to the Board to consider allowing him to formally resign should the Board uphold the Administrative Judge's ruling.

The Board retired into closed session at 11:18 a.m. to discuss the following:

- A. Threatened litigation pursuant to Government Code §54956.9(b) - Seven Claims/Bock
- B. Pending litigation pursuant to Government Code §54956.9(a) - James Brown vs. Patrick McGrath et al/Case No. 110000140
- C. Pending litigation pursuant to Government Code §54956.9(a) - Yuba County vs. Tull et al/Five Cases
- D. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 016-350-003 Negotiating Parties: County of Yuba Kevin Mallen Negotiation: Terms of Payment
- E. Personnel pursuant to Government Code §54957 - Public Employee Discipline/Dismissal/Release
- F. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Agricultural Commissioner

The Board returned from closed session at 11:58 a.m. with all Board and staff present as indicated above.

Counsel Angil Morris-Jones advised "as to the matter of the threatened litigation, the Board by unanimous vote denied the claim as a late claim; Pending litigation of Brown vs. McGrath was referred to Porter Scott; Pending litigation of Tull et al/Five Cases direction was provided to counsel in that matter to request a stay of proceedings for settlement; Real property negotiations staff was given direction; Personnel Public Employee Discipline/Dismissal/Release the Board upheld the Administrative Judges decision but gave discretion to counsel to allow resignation. All actions by unanimous vote."

The Board returned to closed session at 12:00 p.m. with the exception of Supervisor Abe, who recused himself from discussion due to a conflict.

The Board returned from closed session at 12:41 p.m. with all staff present as indicated above. Vice-Chairman Stocker advised there was no action taken.

- X. ADJOURN: 12:41 by Vice-Chairman Stocker in honor of Mr. Donald Schweitzer, Mr. William Richard Peacemaker, and Command Master Sergeant E.G. Winters.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

By: Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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121-11

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To: Yuba County Board of Supervisors

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

Date: March 22, 2011

Subject: Acquisition of Single Family Residences APN 013-290-071 and
APN 014-550-020 for the Neighborhood Stabilization Program

Recommendation:

Adopt the attached resolution authorizing the Community Development Director to complete the purchase of single family residences APN 013-290-071 and APN 014-550-020 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 013-290-071	\$65,000
APN 014-550-020	\$59,000

**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 013-290-071)
AND APN 014-550-020 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 013-290-071 is estimated to be \$65,000 and the purchase price of APN 014-550-020 is estimated to be \$59,000.

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 013-290-071 and APN 014-550-020, 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

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PUBLIC WORKS • SURVEYOR

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To: Yuba County Board of Supervisors

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

Date: March 22, 2011

Subject: Acquisition of Single Family Residence APN 021-181-029
for the Neighborhood Stabilization Program

Recommendation:

Adopt the attached resolution authorizing the Community Development Director to complete the purchase of single family residence APN 021-181-029 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 APN 021-181-029 is estimated to be \$78,000

**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 021-181-029)
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 021-181-029 is estimated to be \$78,000.

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 021-181-029 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:





Yuba-Sutter
Local Enforcement Agency

915 8th Street, Suite 123, Marysville, CA 95901

E n v i r o n m e n t a l H e a l t h D i v i s i o n

Phone: (530) 749-5450

Fax: (530) 749-5454

Web: <http://www.yubacomdev.com>

TO: Board of Supervisors

123-11

FROM: Tejinder Maan/ Environmental Health Director *TM*
Jagjinder Sahota, Yuba-Sutter LEA *JS*

SUBJECT: Approval of Resolution to apply for the Waste Tire Enforcement Grant

Date: March 22, 2011

Recommendation: Authorize the Chair of the Board of Supervisors to approve a resolution authorizing the County of Yuba to apply for and enter into agreement with the Department of Resources Recycling and Recovery (CalRecycle) for a grant to implement the Waste Tire Enforcement Program in Yuba and Sutter Counties.

Background: CalRecycle offers the Waste Tire Enforcement Grant Program to provide funding to solid waste Local Enforcement Agencies (LEAs) and city and county agencies in California for waste tire enforcement activities per Section 42889(d) of the Public Resources Code (PRC). A fee on new tires sold in California provides funding for the Waste tire Enforcement Grant Program. The Environmental Health Department has applied for and successfully completed all Grant requirements every year since 1997.

Discussion: This Grant provides funds to develop and implement the Waste Tire Enforcement Program as defined in PRC 42889(d). The Grant further provides funds to the LEA for equipment, training, administration and activities related to implementation of Waste Tire Program pursuant to PRC section 42872(a). This section further allows for the awarding of grants to entities involved in activities and applications that result in reduced landfill disposal or stockpiling of waste tires.

Fiscal Impact: The Environmental Health Department proposes to enter into an agreement with CalRecycle to receive a grant which provides funding to implement the Waste Tire Enforcement Program. This is a reimbursement type Grant and the hours spent by the LEA staff enforcing the Waste Tire Program will be reimbursed during the same fiscal year by CalRecycle.

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:)
)
 RESOLUTION AUTHORIZING THE COUNTY OF YUBA) Resolution No. _____
 TO APPLY FOR CALRECYCLE WASTE TIRE)
 ENFORCEMENT GRANT)
 FISCAL YEARS 2010/2011-2015/2016)

WHEREAS, Public Resources Code section 40000 et seq. identifies the goal of the State of California (State) to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, the Department of Resources, Recycling and Recovery (CalRecycle) administers various Grant Programs in furtherance of that goal; and

WHEREAS, funds are allocated and available from the CalRecycle for Grants to cities, counties and counties with regulatory authority within the city and county government to perform enforcement/compliance and surveillance activities at waste tire facilities; and

WHEREAS, CalRecycle has been delegated the responsibility for the administration of the grant program within the State; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish necessary procedures governing the application, awarding and management of the Grants; and

WHEREAS, procedures established by the State and CalRecycle require each Applicant's governing body to certify by resolution its approval of the submittal of Grant Application[s] to CalRecycle; and

WHEREAS, if awarded, the County of Yuba for itself and on behalf of the participating jurisdictions will enter into a Grant Agreement with the CalRecycle for implementation of a regional waste tire enforcement program;

NOW, THEREFORE, BE IT RESOLVED that the Yuba County Board of Supervisors authorizes the submittal of a Collaborative Application on behalf of the Participating Collaborative Jurisdictions (as shown by the attached authorizing Resolutions and Letters of Permission) to the CalRecycle for all available Grants for which the County of Yuba is eligible for the period of fiscal years beginning with 2010-2011 through 2015-2016.

BE IT FURTHER RESOLVED that the County Administrator, or the Director of Environmental Health, or his/her designee, is hereby authorized and empowered to execute in the name of the County of Yuba all Grant-related documents, including but not limited to, Applications, Agreements, Amendments and requests for payment, necessary to secure Grant funds and implement the approved Grant project.

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:

Chairman

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

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March 22, 2010



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TO: Board of Supervisors

FROM: Wendy Hartman, Planning Director *W. Hartman*
Debra J. Phillips, Housing and Community Services Manager *D. Phillips*

SUBJECT: **Appropriation of Funds for 2010 Community Development
Block Grant #10-STBG-6748**

Recommendation:

It is recommended that the Yuba County Board of Supervisors approve appropriation of funds for the 2010 Community Development Block Grant (CDBG) funds.

Background:

The 2010 CDBG application for funding was approved, and contract with the Department of Housing and Community Development was executed per Resolution #2010-69.

Discussion:

The attached request allocates the County's 2010 CDBG funds for FY 10/11. This appropriation covers anticipated payments and program administration costs through June, 2011.

Fiscal Impact:

These activities are at no cost to the general fund. Appropriates grant funds.

DJP

H:\COMMON\CDBG\10-STBG-6748\APPROPRIATION \$ BOS.DOC



Community Services Commission



Housing Authority

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

Dr. Sola

COUNTY OF YUBA
REQUEST FOR TRANSFER OR
REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DATE: MARCH 9, 2011

DEPARTMENT CDSA HOUSING & COMMUNITY SERVICES

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2011

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
113-0000-371-98-99	2010 CDBG	140,000.

ACCOUNT NO.	NAME	AMOUNT
113-8012-456-28-01		10,000.
113-8012-456-28-02		100,000.
113-8012-456-28-03		20,000.
113-8012-456-28-04		10,000.

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: New Grant

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR: Robert Bentley

Signature

Date

TITLE

Approved as to Availability of Budget Amounts and Balances
in the Auditor/Controllers Office.

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date



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**HONORING
PEACE OFFICER OF THE YEAR 2010
DEPUTY NELSON MAGANA**

WHEREAS, Nelson Magana grew up in Yuba County beginning his law enforcement career with the Yuba County Sheriff's Department in 1999 as part of its newly developed cadet program and graduated from Lindhurst High School in 2000; and

WHEREAS, in 2002 Deputy Magana began work as a reserve deputy in the jail, and few months later was hired full time as a jail deputy, during which time he attended the modular police academy at Yuba College and graduated in 2005; and

WHEREAS, that same year in July Deputy Magana was promoted to patrol deputy, where his supervisors recognized him for his proactivity and team work. Nelson is in the Honor Guard and is a sniper on the SWAT Team. In July 2007, Nelson was assigned to the Detective Division's new in-house Gang Intelligence Unit as an investigator; and

WHEREAS, Nelson helped establish policies, procedures, goals and a solid intelligence foundation to get the Gang Unit up and running; Nelson's supervisors soon found his background in the community, and his knowledge of the neighborhoods and residents was an invaluable asset to his position in the Gang Unit. Nelson's knowledge of local gang members, Hispanic culture and bi-lingual ability, proved crucial in the apprehension of suspects in a drive-by shooting; and

WHEREAS, During his time in the Gang Unit, Nelson assisted with the arrest of 261 gang members, 42 of which saw additional gang enhancements, and resulted in additional sentences of 211 years and 2 life sentences; and

WHEREAS, Nelson returned to patrol in January 2010, where his supervisors noted he consistently works hard to help other deputies and the public, and has taken on a mentor role to less experienced deputies.

NOW, THEREFORE, the Yuba County Board of Supervisors commends Deputy Nelson Magana for his service and commitment to the citizens of Yuba County and congratulates him on being selected Peace Officer of the Year for 2010.

**HONORING
PROBATION OFFICER OF THE YEAR 2010
TARA LYNN MOSELEY**

WHEREAS, Tara grew up in Oroville California, graduated from Las Plumas Union High School in 1989, then graduated from California State University, Chico in May of 1995 with a Bachelor of Arts Degree in Social Work; and

WHEREAS, Tara began her career with Yuba County as a Probation Officer I in November 1996, ultimately promoting to a Deputy Probation Officer II in December 1997; and Deputy Probation Officer III in January 2006; and

WHEREAS, in January 2007, Tara was promoted to Senior Deputy Probation Officer. While Tara has worked in all facets of the probation field, she has excelled in juvenile placement and is currently assigned to the Juvenile Unit. Tara has earned commendations praising her commitment to the youth of Yuba County; and

WHEREAS, Tara has earned the respect of her peers, who actively seek her guidance and mentoring, and has been chosen by her peers for recognition as Probation Officer of the Year for 2010.

NOW, THEREFORE, the Yuba County Board of Supervisors commends Tara Lynn Moseley for her service and commitment to the citizens of Yuba County and congratulates her on being selected Probation Officer of the Year for 2010.

10 Years

Tammy Anderson
 Jamie Bartolome
 Melanie Bendorf
 Richard Carter
 Craig Cornett
 Jennifer Cotter
 Asha Davis
 Brandy Dewitt
 Kathleen Easley
 Bonnie Eyraud
 Theresa Gallier
 Maria Garcia
 Kimberly Garner

Scott Gillett
 Ronald Gordon
 Kathy Gregg
 Meta Gutierrez
 Betty Hackett
 Sherry Haines
 Valeree Hammes
 Denise Hamon
 Jolene Harper
 John Harvey
 Kathleen Hering
 Maria Hicks
 Linda Hornyak

Melinda Hotchkiss
 Randy Inman
 Sherran Japhet
 Eduardo Jimenez
 Willie Kardatzke
 Stephanie Kendall
 Angelika Klug
 Jennifer Kugelman-Reilly
 Vina Lobaugh

15 Years

Cleotha Adams
 Brandon Barnes
 Tina Beeler
 Diana Clavel
 Jeannine Friemark
 Daniel Harris
 Elizabeth Holcomb

Wanda Horn
 Twila Kardatzke
 Stephen Lacouture
 Paul Nacin
 Thomas Nightingale
 Miguel Rodriguez
 Erich Runge

Cynthia Sadlowski
 Hal Stocker
 Carolyn Weatherup
 Seth Welker
 Judith Zirion

20 Years

Terri Ayers
 Shirley Baker
 Teena Carlquist
 Thomas Clark

Herbert Cooley
 Tracy Enriquez
 Terese Johnson
 Mark Lee

Charles Moore
 Erma Thurman
 Krista Trimble
 Robert Umino

25 Years

Paula Dent
 Kenneth Jones
 Mary Long

Angelica Martinez
 John Nash
 Karen White

Richard Wise

30 Years

Frank Sorgea

John Wyant

35 Years

Ladonna Choate

Dean Sellers

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COUNTY
DEPARTMENTS

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BI-COUNTY SOLID WASTE INDEPENDENT HEARING PANEL**PROCEDURES MANUAL****MARCH 14, 2011****1. BACKGROUND**

Assembly Bill (AB) 939 was signed into law on September 29, 1989. AB 939 requires that all cities and counties have Integrated Waste Management Plans and created the California Integrated Waste Management Board (CIWMB). The role of the CIWMB is to oversee and coordinate all solid waste issues throughout the State, including implementation of enforcement and permitting activities at solid waste facilities. A Local Enforcement Agency (LEA) can be certified by the CIWMB to implement certain permitting and enforcement activities within a jurisdiction.

Since 1992, the Yuba Sutter Solid Waste Local Enforcement Agency has been designated by the Yuba County Board of Supervisors as the Local Enforcement Agency (LEA) for Yuba County. The Yuba County Environmental Health Department within the Community Development and Services Agency implements all LEA duties. The LEA enforces State solid waste laws and regulations pertaining to permitting and enforcement at solid waste facilities.

In order to become certified, the Public Resources Code requires the LEA have a Hearing Panel or hearing officer in place to act as the local appeals body for solid waste permitting and enforcement issues. The Yuba County Board of Supervisors has established a Bi-County Solid Waste Independent Hearing Panel as the local hearing body. Independent Hearing Panel policy and procedures are to be developed individually at the local level within the requirements established in the Public Resources Code. Therefore, each hearing panel may operate somewhat differently.

Many of the individuals who are chosen to be Hearing Panel members may not have previous experience conducting or participating in public hearings. Furthermore, new members may not be familiar with LEA duties. This procedure manual is provided to assist the Bi-County Solid Waste Independent Hearing Panel in understanding its roles and responsibilities and to familiarize it with LEA duties and level of responsibility. It will attempt to provide information about the laws affecting the Solid Waste Independent Hearing Panel and the procedures commonly followed in a public hearing.

2. OVERVIEW of the LEA**A. *Introduction***

The LEA issues, denies, revokes, suspends, and modifies Solid Waste Facilities Permits. According to the Public Resources Code Section 40194, a "Solid, Waste Facility" includes a solid waste transfer or processing station, a composting facility, a transformation facility, and a disposal facility. The LEA regulates solid waste facilities by performing compliance inspections.

The LEA enforces the following laws and regulations:

- Public Resources Code (PRC), Divisions 30 and 31
- Title 14 of the California Code of Regulations (CCR), Division 7
- Title 27 of the California Code of Regulations (CCR), Division 2

Typical LEA duties include:

- Solid waste facility inspections
- Permitting of solid waste facilities
- Closure/post-closure activities for solid waste landfills
- Investigation and inspection of closed, illegal and abandoned disposal sites
- Five-year permit reviews and review of solid waste facility plans
- Response to complaints against solid waste facilities

B. The LEA and the Hearing Panel

Each solid waste facility must comply with the requirements in the laws and regulations, and any conditions or requirements of any Solid Waste Facilities Permit issued by the LEA for a given solid waste facility. Compliance is usually obtained by the LEA via inspection reports and compliance schedules. As long as the affected party shows a good faith effort toward correction, the LEA will work with the party involved.

If a solid waste facility operator fails to meet the requirements as provided in the laws and regulations, then the LEA will issue a written Notice of Violation. Failure to comply within the timeframes prescribed in the Notice of Violation will result in the LEA issuing an enforcement order (Stipulated Order, Notice and Order, or Cease and Desist Order). Non-compliance with an enforcement order can result in initiating the required procedures to revoke, suspend, or modify the Solid Waste Facilities Permit. In addition, the LEA may also pursue assessing civil penalties against a recalcitrant owner or operator. It is expected that disputes will be discussed in good faith for dispute resolution before filing an appeal with the Hearing Panel.

The Hearing Panel may be convened for any of the following reasons:

- before the LEA can take action to deny, suspend, or revoke a Solid Waste Facilities Permit, or
- to hear appeals regarding enforcement actions (requested by the facility subject to the action, "action" generally being an enforcement order;) or
- to hear appeals to permit conditions deemed inappropriate by the applicant after the permit has been issued; or
- to contest administrative civil penalties issued by the LEA; or
- upon a petition to the enforcement agency from any person requesting the enforcement agency to review an alleged failure of the LEA to act as required by law or regulation.

The Hearing Panel will review the LEAs actions or proposed actions based on the facts as well as the applicable laws and regulations as they apply to each specific case brought before them.

3. HEARING PANEL

A. Introduction

The Hearing Panel consists of 3 members: at least one member of the Hearing Panel is a technical expert with knowledge of solid waste management methods and technology, one member is a representative of the public at-large and one member is from the Yuba County Board of Supervisors. The members of the Hearing Panel are selected for their legal, administrative or technical abilities in areas relating to solid waste management. The members of the Hearing Panel are selected based on their ability to evaluate the information presented to them and to make an informed decision based on their evaluation.

B. *Selection of a Hearing Panel*

The County Board of Supervisors appoints the members of the Hearing Panel after receiving recommendations from the LEA.

C. *Length of Term of the Hearing Panel Member*

Hearing Panel members serve for a term of four years. They may serve more than one term, but no more than two consecutive terms. If a member does not complete his or her term, the Board of Supervisors may appoint a new member to the Independent Hearing Panel to fill the seat vacated. The replacement selected will serve for four years, and may, if selected, serve one more consecutive term or additional nonconsecutive terms.

Any member who requests to be relieved from the duties of the Solid Waste Independent Hearing Panel shall continue to fulfill the duties as a member until a successor has been authorized by the Yuba County Board of Supervisors.

D. *Compensation of Independent Hearing Panel Members*

Public Resource Code section 44308(c) allows members of the Independent Hearing Panel to receive per diem and reasonable compensation for activity associated with the Solid Waste Independent Hearing Panel. Panel members will serve gratis unless the Board of Supervisors approves a per diem compensation.

E. *Actions*

All actions taken by the hearing panel shall be decided by a simple majority vote.

F. *Chairperson of the Independent Hearing Panel*

The Hearing Panel Chairperson will be the panel member from the Yuba County Board of Supervisors unless determined otherwise through a majority vote by the Solid Waste Independent Hearing Panel. It is the responsibility of the Chairperson to preside at the hearings ensure that each hearing proceeds according to protocol. The Chairperson will also control the Solid Waste Independent Hearing Panel's calendar, sign letters for the Solid Waste Independent Hearing Panel and assign tasks to panel members.

G. *Staff for the Hearing Panel and Their Duties*

Staffing for the Solid Waste Independent Hearing Panel is provided by the LEA, except when the LEA'S actions is the subject of the hearing and in such case the Clerk of the Board of Supervisors shall serve as staff for the Hearing Panel. Duties include:

- Scheduling the hearing and meetings
- Accepting and filing petitions
- Sending out Notice of Hearings
- Preparing and posting announcements: Agenda, Notice of Adjournment, Notice of Continuance
- Ensuring minutes are recorded
- Draft findings for the hearing panel

4. TYPES OF CASES

A. *Introduction*

Division 30 of the Public Resources Code deals with solid waste facilities. It sets forth the types of cases which involve the LEA and Solid Waste Independent Hearing Panel and provides the authority for the LEA regarding denial, suspension or revocation of permits and administrative enforcement. It also provides for review of LEA actions by the Solid Waste Independent Hearing Panel.

B. *Permit Denial*

Permit denial is outlined in Public Resources Code, section 44300 and is initiated by the LEA. Before a permit is denied, the Solid Waste Independent Hearing Panel must be convened to hear the reasons and to decide that permit denial is warranted. Reasons to deny a permit are:

1. Incomplete permit application.
2. The permit will not comply with CEQA.
3. The proposed facility will not meet minimum regulatory standards for operating a solid waste facility.
4. The application contained significant false or misleading information or significant misrepresentations.
5. The applicant was, during the past three years, convicted of or issued a final order for recurring and or uncorrected violations of the Integrated Waste Management Act (Public Resources Code) or the regulations promulgated under the Act (Title 14 and Title 27) or the terms and conditions of a solid waste facility permit and:
 - a. The violation demonstrates a chronic pattern of non-compliance that posed or may pose a significant risk to public health and safety or the environment; and
 - b. Violation has not been corrected or reasonable progress toward correction has not been achieved.

C. *Revocation of a Solid Waste Facilities Permit*

Permit revocation is outlined in Public Resources Code, section 44306 and is initiated by the LEA. If a permit is to be revoked, the Solid Waste Independent Hearing Panel must be convened prior to revocation to hear and decide that it is warranted. Reasons to revoke a permit are:

1. The permit was obtained by a material misrepresentation or failure to disclose relevant factual information.
2. The operator has, during the previous three years, been convicted of, or been issued a final order for, one or more violations of Division 30 of the Public Resources Code, regulations adopted pursuant to Division 30 of the Public Resources Code division, or the terms and conditions of the permit, and the violation meets both of the following criteria:
 - a) The violation demonstrates a chronic recurring pattern of noncompliance that has posed, or may pose, a significant risk to public health and safety or to the environment.
 - b) The violation has not been corrected or reasonable progress toward correction has not been achieved.
 - c) The operator has failed to pay in full any monetary penalty imposed pursuant to section 45000 et seq. of the Public Resources Code within 90 days from

the date when the penalty is required to be paid and after expiration of the time period during which the operator may appeal the ruling or after the denial of the operator's timely appeal, up to, and including an appeal to the superior court.

D. Suspension of a Solid Waste Facilities Permit

The procedure for suspending a Solid Waste Facilities Permit is outlined in PRC Section 44305. A Solid Waste Facilities Permit may be suspended by the LEA under one of two circumstances:

1. If the LEA determines that a condition exists that represents a significant threat to public health and safety or the environment. In this case, the LEA shall initiate review by the Solid Waste Independent Hearing Panel prior to suspension of the permit; or
2. If the LEA determines that there is an imminent and substantial threat to public health and safety or the environment. The Solid Waste Independent Hearing Panel must meet within three days of the LEA's suspension or Notice of Intent to Suspend the Solid Waste Facilities permit, if requested by an aggrieved party, when a permit is suspended due to an imminent and substantial threat.

E. Change of Solid Waste Facility Design

PRC Section 44004 outlines the requirements of all parties when a change to a solid waste facility is proposed. The Solid Waste Independent Hearing Panel may be convened by request of an operator who disagrees with a decision made by the LEA to disallow a change at a solid waste facility or to require a Solid Waste Facilities Permit revision. In such cases, the operator may request the Solid Waste Independent Hearing Panel to hear the facts of the case and render a decision regarding the LEA's actions.

F. Enforcement Actions or Permit Conditions

PRC section 44307 allows a hearing to be requested for the following:

1. Applicant contesting permit conditions imposed by the LEA after the permit has been issued;
2. Operator contesting LEA enforcement actions;
3. Allegations by any person that the LEA has failed to act as required by law or regulation.

5. THE BROWN ACT AND ADDITIONAL PROVISIONS UNDER THE PRC FOR PUBLIC NOTICE

A. Introduction

All portions of the hearing, including presentation of issues, deliberations, and voting of the Panel members shall be open and public. Public Resources Code, section 44305 provides that the Brown Act is applicable to these proceedings.

B. Notice of Hearings

At least 15 days prior to a hearing, except for suspensions, notice shall be sent to the applicant or permittee and the LEA telling them of the time, date and location of the hearing. Public notice shall also be provided a minimum of 72 hours prior to the hearing and state the date, time and

place of the hearing and such other information as may be necessary to reasonably apprise the nature and purpose of the hearing.

The LEA may collect a reasonable charge for the sending of this notice based on the estimated cost of the service (Government Code Section 54954.4),

C. Posting of an Agenda

An agenda, specifying the time and location of the hearing and a brief description of each item, shall be posted at least 72 hours before a regular hearing. It must be posted in a location that is accessible to the public, and action may be taken only on those action items appearing on the agenda.

D. Notice of Adjournment and Continuance

When a hearing is adjourned to another date, time or place, a copy of the order of adjournment must be posted within 24 hours on or near the door of the place where the hearing was held.

If an order or notice of continuance is given for less than 24 hours, then the order or notice shall be posted immediately at the location where the hearing was held.

E. Closed Sessions

All members of the public can be excluded from the hearing, under certain specific circumstances. For example, a closed session may be held to discuss documents that are exempt from disclosure under provisions of the Public Records Act, such as trade secrets exempted under Government Code, Section 6254.7(d).

6. PROCEDURES FOR HEARINGS

A. Initiation of Proceedings

The Solid Waste Independent Hearing Panel shall meet only on an as needed basis, after a request for a hearing by the LEA, the applicant for a Solid Waste Facilities Permit, the entity subject to an enforcement action, or petition by any person as provided in the Public Resource Code.

B. Absence of Person (applicant, operator, individual or business) requesting the Hearing

The hearing will proceed as normal whether the person requesting the hearing is present or not. A person's failure to appear at the hearing will forfeit their opportunity to present information to the Independent Hearing Panel. The Solid Waste Independent Hearing Panel may act without taking further evidence,

C. Scope of Hearing

The scope of the hearing will consist of:

1. The elements required by statute for the LEA to deny, suspend or revoke a permit; or
2. The issues raised by the applicant or operator contesting conditions in a permit it deems inappropriate or the terms of an enforcement action or order, including civil penalties; or

3. The issue statement provided by the person, entity or organization, as required by PRC 44310 alleging the failure of the LEA to act as required by law or regulation.

D. Burden of Proof

The party requesting relief has the burden of proof. That party must prove by a preponderance of the evidence every fact necessary to support its claim for relief. Merely supplying a larger quantity of witnesses is not sufficient. The panel measures the quality of witnesses, documents, exhibits, etc., and the focus should be on that which is more credible and convincing.

E. Conduct of the Hearing

The hearing does not need to be conducted with a strict adherence to the technical rules relating to evidence and witnesses. The panel shall consider any relevant information to the issues raised in the petition or by the person requesting the hearing. Relevant information can include the authority and action of the LEA, written and oral arguments submitted by the parties, and any other relevant information that, in the judgment of the panel, should be considered to effectuate and implement the laws and regulations of the state and county pertaining to solid waste for which the LEA has authority to implement relevant to the issues before the panel.

The hearing should flow in an orderly fashion. The Solid Waste Independent Hearing Panel may require a list of witnesses to be provided to the panel and all parties in advance of the hearing.

As an option, the following may be used as a guideline by the Solid Waste Independent Hearing Panel should a less formal procedure not meet the needs of the panel. The following guidelines demonstrate the flow of an individual case. In most cases, the party seeking relief (normally, the operator or the party petitioning the hearing) will present evidence first, followed by the LEA. In some cases, the LEA may need to present evidence first. Additionally, in some instances, the parties will reach agreements (stipulations) to evidence, (in most cases, documents,) that will be submitted to the panel to review and consider.

1. To begin each pending case, the party requesting the hearing will present the facts of its case, including its testimony and documents.
2. Each witness must swear or affirm to the members of the Independent Hearing Panel to tell the truth. This can be done collectively before any testimony is taken. Witnesses testify to the facts or lay a foundation for the introduction of evidence, or the opinions of an expert witness. The process by which the party elicits this testimony is called direct examination. It takes the form of questions to, and answers from, each witness.
3. After each witness has been questioned on direct examination, the other parties (including the LEA and the operator/permittee (when the real party in interest)) are permitted to question the witness regarding statements or answers given during direct examination. This process is known as cross-examination.
4. After cross-examination of a witness, the panel members may, with the permission of the Chairperson, ask questions of the witness.
5. In some instances, the party initiating the hearing may ask the witness additional questions relating to the questions asked during cross-examination. This is known as redirect examination. The other parties may ask additional questions relating to the answers given to the redirect examination. This is known as re-cross examination.
6. The process may continue in this manner until there are no more questions or until the Chairperson curtails the questioning as repetitive and unproductive.

7. After the party initiating the hearing has presented all of its witnesses and exhibits, it will rest its case. Then, the other party or parties, one at a time, will follow the same procedures.
8. The parties will be given an opportunity to present a closing statement that highlights the important facts and testimony of the case.
9. Findings and Decisions

The matter is then considered closed and the panel will discuss the item and make a decision in the open. The decision of the panel is based on a majority of panel members approving a motion to grant or deny relief to the party requesting such action, in making its decision, the Solid Waste Independent Hearing Panel must consider only the evidence received during the proceeding. Solid Waste Independent Hearing Panel members may not go on their own fact-finding mission without affording all parties the right to accompany them. Similarly, Hearing Panel members may not engage in off-the-record, private communications with parties or witnesses regarding the matter under consideration. Such communication gives the impression of unfairness and may result in a decision based on information not on the record of proceeding.

Pursuant to Public Resources Code Section 44310, a decision must be issued within 5 days after conclusion of the hearing. The decision shall be in writing and shall contain findings of fact, a determination of the issues presented and the penalty amount, if any. Copies of the decision shall be sent to all parties and to the CIWMB.

F. Date Decision Becomes Effective

The decision becomes effective immediately upon service, unless the executive director of the CIWMB issues a stay under PRC section 45017.

7. APPEALS OF HEARING PANEL DECISIONS

A. Reason for Appeal:

PRC section 45030 outlines the appeal process. Any party to the Hearing Panel may appeal to the CIWMB or the Superior Court to:

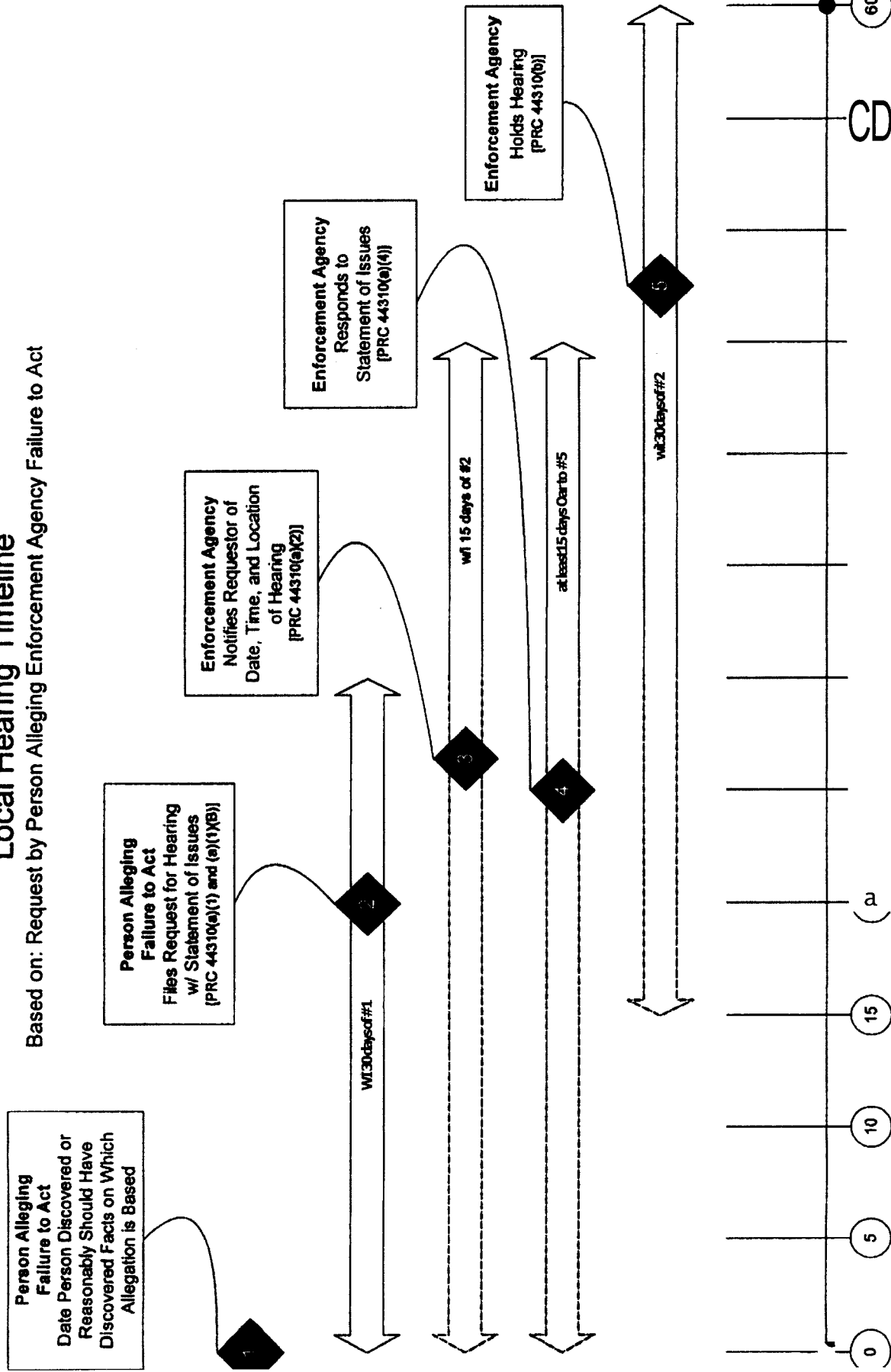
1. Review the written decision of the Independent Hearing Panel.
2. Review the request or petition for a hearing if the Independent Hearing Panel failed to render a decision or hold a hearing with 45 days.
3. Review a decision by the governing body not to direct the Independent Hearing Panel to hold a public hearing.

B. Appeal Request Deadline:

1. Within 10 days from the date of a written decision by a Hearing Panel.
2. Within 45 days from the date of written request for a hearing if the Independent Hearing Panel fails to render a decision or consider a petitioner's request.

Local Hearing Timeline

Based on: Request by Person Alleging Enforcement Agency Failure to Act



Explanation: The double-headed arrows depict the possible range within which a task could occur; the location of the diamonds depict one possible scenario.

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

**RESOLUTION ADOPTING THE SOLID WASTE)
INDEPENDENT HEARING PANEL PROCEDURES)
MANUAL AS RECOMMENDED BY THE PANEL)** **RESOLUTION: _____**

WHEREAS, since 1992 the Yuba-Sutter Solid Waste Local Enforcement Agency has been designated by the Yuba County Board of Supervisors as the Local Enforcement Agency (LEA) for Yuba County.; and

WHEREAS, the Yuba County Environmental Health Department within the Community Development and Services Agency implements all LEA duties. The LEA enforces State solid waste laws and regulations pertaining to permitting and enforcement at solid waste facilities; and

WHEREAS, the State of California Public Resources Code, section 44308(a) requires all hearings regarding Local Enforcement Agency (LEA) activity or enforcement action pertaining to solid waste facilities to be conducted by either a hearing officer or a hearing panel; and

WHEREAS, in order to become certified, the Public Resources Code requires the LEA have a Hearing Panel or hearing officer in place to act as the local appeals body for solid waste permitting and enforcement issues. The Yuba County Board of Supervisors has established a Solid Waste Independent Hearing Panel as the local hearing body; and

WHEREAS, State laws and regulations do not provide specific procedures for conduct of hearing held by the Independent Hearing Panel; and

WHEREAS, the Yuba-Sutter Solid Waste Hearing Panel had a meeting on March 14, 2011, to consider the adoption of the proposed Hearing Panel Procedure Manual; and

WHEREAS, the Yuba-Sutter Solid Waste Independent Hearing Panel voted to adopt the proposed Hearing Panel Procedure Manual and such vote serves as a recommendation to the Yuba County Board of Supervisors.

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors hereby adopts the attached Procedures Manual marked as "Exhibit A" and by this reference incorporated herein as though set forth in full as the procedures for conducting hearings held by the Solid Waste Independent Hearing Panel.

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:

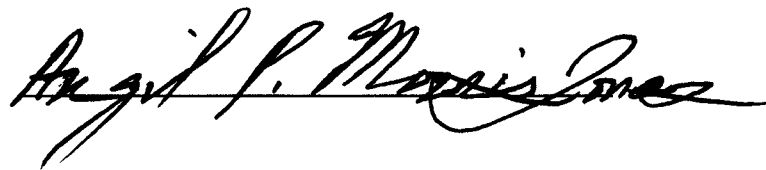
ABSENT:

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

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

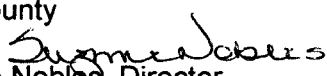


128-11

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

Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: 
Suzanne Nobles, Director
Health and Human Services Department

DATE: March 22, 2011

SUBJECT: Requests For Authorization to Solicit Proposals for Yuba County's Child Abuse Prevention Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP) and the County Children's Trust Fund (CCTF) funds for Differential Response

RECOMMENDATION: Board of Supervisors approval authorizing the Health and Human Services Department to solicit proposals for Yuba County's Child Abuse Prevention Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP) and the County Children's Trust Fund (CCTF) funds for Differential Response is recommended.

BACKGROUND: The County of Yuba has \$90,000.00 of CAPIT/CBCAP/CCTF funds available for distribution. These funds are for the provision of community based child abuse and neglect prevention, intervention and treatment services. The Board of Supervisors delegated responsibility of these funds to the Yuba County Child Abuse Prevention Council (CAPC) in Resolution #2011-005 on January 11, 2011. On March 2, 2011 the CAPC recommended the release of the RFP.

DISCUSSION: On July 6, 2010, the Board of Supervisors of Yuba County approved the System Improvement Plan (SIP) for State Fiscal Years 2010-2013. The guidelines of this plan require collaboration and input from the community and other agencies for the implementation of CAPIT/CBCAP/CCTF. The SIP included plans to release an RFP using CAPIT/CBCAP/CCTF to invite proposals from community-based organizations to implement Differential Response services. The Health and Human Services Department has created an RFP to obtain responses from community-based organizations interested in providing Differential Response services. The CAPC will make recommendations to the Board of Supervisors for awards to responsible applicants whose proposals are determined to be the most responsive to the requirements of the RFP and the SIP.

FISCAL IMPACT: The CAPIT/CBCAP/CCTF RFP provides a maximum award of \$90,000.00 for the provision of Differential Response. The cost is funded by state and federal dollars and there is no County Match requirement.

**COUNTY OF YUBA
HEALTH AND HUMAN SERVICES DEPARTMENT
CHILD WELFARE SERVICES DIVISION (CWS)
REQUEST FOR PROPOSAL**

**CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT
(CAPIT) AND COMMUNITY BASED CHILD ABUSE PREVENTION
(CBCAP) COUNTY CHILDREN'S TRUST FUND (CCTF)**

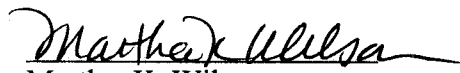
DIFFERENTIAL RESPONSE



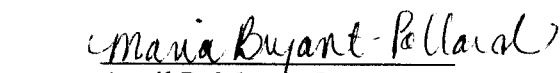
PROPOSAL CLOSING DATE:

***Friday, April 22, 2011
at 5:00pm***

RISK MANAGEMENT


Martha K. Wilson,
Risk Manager

COUNTY COUNSEL


Angil P. Morris-Jones,
County Counsel

**COUNTY OF YUBA
HEALTH AND HUMAN SERVICES DEPARTMENT
CHILD WELFARE SERVICES DIVISION (CWS)
REQUEST FOR PROPOSAL**

**CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT
(CAPIT) AND COMMUNITY BASED CHILD ABUSE PREVENTION
(CBCAP) COUNTY CHILDREN'S TRUST FUND (CCTF)**

DIFFERENTIAL RESPONSE



PROPOSAL CLOSING DATE:

***Friday, April 22, 2011
at 5:00pm***

Opens: March 23, 2011
Proposals Due: April 22, 2011

INTRODUCTION

Yuba County, through the Health and Human Services Department, is inviting qualified public or private-nonprofit agencies and organizations (including faith based and institutions of higher education) with recognized expertise in child welfare to submit proposals for the provision of child abuse and neglect prevention, intervention services and activities in accordance with Welfare and Institutions Code (W&I C), Sections 18960 - 18967. This is summarized in pertinent part as follows;

1. Priority **shall** be given to primary prevention¹ programs through non-profit agencies, including, where appropriate, programs that identify and provide services to isolated families, particularly those with children five (5) years of age or younger, high quality home visiting programs based on research-based models of best practice, and services to child victims of crime. Applicants must provide leadership roles for the meaningful involvement of parents in the development, operation, evaluation, and oversight of programs and services.
2. Services provided shall be culturally and linguistically appropriate to the population served.
3. Services may include, but not be limited to, family counseling, day care, respite care, teaching, and demonstrating homemakers, family workers, transportation, temporary in-home caretakers, psychiatric evaluations, multidisciplinary teams services and special law enforcement services.
4. Applicants shall demonstrate the existence of a 10 percent cash or in-kind match, other than funding provided by this RFP, that will support the goals of child abuse and neglect prevention and intervention.
5. Priority for services shall be given to children who are at high risk, including children who are being served by county welfare departments for being abused and neglected and other children who are referred for services by legal, medical and social services agencies.
6. Services to minority populations shall be reflected in the funding projects.
7. Projects shall be related to the needs of children, especially those 14 years and under.
(Excerpt W&I Section 18961)

¹ The W&I Code does not include a specific definition for "primary prevention," a survey completed by Child Abuse Prevention Councils in spring of 2000 provided the following definition for primary prevention: Any activities that prevent abuse or neglect from occurring at all.

The proposal will be for the provision of Path #1 and Path #2 Differential Response (DR) services including child abuse and neglect prevention, intervention services and activities.

A brief description of DR Services follows:

Every year, California county child welfare agencies receive more than one-half million reports of suspected child abuse and neglect. Of these referrals, the vast majority of the cases receive no services, despite assessments that indicate families would benefit from services and support to prevent child abuse and neglect.

Differential Response offers additional services for ensuring child safety – which include engaging families whenever possible to help identify solutions to the challenges that they may be facing and that are posing risks to a child's safety and wellbeing. The outcome for Yuba County is that child abuse and situations of risk in the home will be reduced, and more children and families will get the support they need to help keep children safely in their homes. The children served by this program are potential candidates for out-of-home placement unless these preventive services are provided.

Path #1: Community Response. This path is chosen when allegations do not meet statutory definitions of abuse or neglect, yet there are indications that a family is experiencing problems that could be addressed by community services. Under California's traditional child welfare system, more than one-third of all cases are re-referrals from the previous year, indicating that there are continued challenges facing these families and their children. With Differential Response, these families are linked to services in the community through expanded partnerships with local organizations.

Path #2: Child Welfare Services (CWS) and Community Response. This path is chosen when reports meet statutory definitions of abuse and neglect, and assessments indicate that with targeted services a family is likely to make needed improvements to improve child safety. Assessments determine a child's risk is low to moderate. In this situation, families work with representatives of county child welfare agencies, other county agencies and community based organizations to identify their risks and strengths and to participate in services for improving child and family well-being. The focus of this path is on a family's willingness to make needed improvements. If a family situation deteriorates and a child's safety is in danger, child welfare officials intervene as needed.

To learn more about DR Services go to:

<http://www.cfpic.org/pdfs/BSCDifferentialResponseCA.pdf>.

The current fiscal year CAPIT/CBCAP/Local Children's Trust Fund amount available for release in Yuba County is \$90,000.00. The funding cycles are July 1, 2010 through June 30, 2011; July 1, 2011 through June 30, 2012; and, July 1, 2012 through June 30, 2013.

This Request for Proposal (RFP) does not commit the County to award a contract nor to pay any costs incurred in preparing a proposal. The County reserves the right to accept or reject any or all proposals. Items that may be negotiated include type or scope of services and activities, budget, and administrative and program structure. This is a process to select service providers with whom the County may subsequently enter into a written contract. The County reserves the right to waive deviations from this RFP.

Upon recommendation from the Children's Council (who acts as Yuba County's Child Abuse Prevention Council), and approval by the Board of Supervisors, qualified contractors will be selected to provide services and activities within Yuba County upon contract commencement date through June 30, 2013. Funding is contingent upon satisfactory performance and subject to availability of CAPIT and CBCAP funds. The County reserves the right to decrease the maximum amount of funds awarded depending on the amount of funds allocated for the CAPIT and CBCAP programs.

Proposals will be reviewed by a committee of the Children's Council for completeness and adherence to RFP instructions. The Committee will evaluate and score proposals, as the process is competitive. They may require interviews during scoring to discuss proposals. Applicants may be required to provide proof of liability insurance, current audited financial statements, or other documents deemed necessary to assist the Committee in developing funding recommendations.

Any and all contracts awarded will contain at least, but will not be limited to, the provisions outlined in the *Agreement for Professional Services* (Attachment 1).

SCOPE OF SERVICES

A. Differential Response (DR) Program Description

The purpose of the DR program is to identify families where there is an early risk of possible child abuse or neglect, but insufficient risk to require a CWS investigation. The DR Provider will offer neighborhood-centered services to families referred for DR by Yuba County CWS. In a neutral, strength-based manner, services will be designed to help families identify problems, access services, strengthen the family unit, and promote the safety and well-being of children.

1. Referrals designated as Path 1 referrals will come from CWS, and will meet the following criteria:
 - a. The family lives in the geographic area served by the Contractor.
 - b. Any previous CWS history has been reviewed and the referral is determined appropriate for Differential Response services.
 - c. The referral is not being assigned for an in-person investigation.
2. Referrals designated as Path 2 referrals will meet the following criteria:
 - a. The family lives in the geographic area served by the Contractor.

- b. Any previous CWS history has been reviewed and the referral is determined appropriate for Differential Response services.
- c. The referral will be jointly assessed by CWS and the Contractor.

3. Please describe how you will:

- a. Conduct an evaluative review of the safety factors, risks and strengths of the families, and develop a plan for delivering pre-placement prevention services.
- b. Conduct safety assessments on the first visit to determine whether there is such risk to the child that the case should be referred back to CWS. If the case will not be referred back, a service plan, created with the family's participation, will address the identified problems and also identify and make available needed services to the extent possible.
- c. Provide services that are neighborhood-centered. When services cannot be provided in the community, describe how you will work with the family to reduce barriers by assisting with appropriate transportation, scheduling, translation, or other help.
- d. Provide outreach to the referred families, develop the case plan, and provide case management services.
- e. Assist families in identifying problems without fear that they will be stigmatized within the child welfare system.
- f. Support the DR case manager, such as through monthly meetings and other regular contacts with Yuba County CWS staff.
- g. Provide statistical and other data on the progress of DR services through monthly reporting, possible input into data systems, participation at regular meetings and information for evaluation purposes.

4. The Contractor's program management staff will meet monthly with the CWS program management to review the progress of the program and review policy and procedures.

B. Responsibilities

1. Contractor Responsibilities:

- a. Services will be based on a service plan developed with the family, and will continue for no more than three consecutive months. Services may continue for an additional three months with the approval of CWS.

Deliverable: Contractor will be able to show the County a written service plan upon request for purposes of program evaluation or program quality assurance throughout the contract period.

- b. Services will be culturally sensitive, provided in the community to the extent possible, and coordinated so that there are no gaps in services or duplications.

Deliverable: Families will receive services throughout contract period.

- c. The DR management staff, case manager or service provider staff will attend monthly meetings with staff from CWS to consult on cases and send a representative to the Child Abuse Prevention Council Meetings throughout contract.

Deliverable: Staff attendance at regular monthly CWS meetings as well as Child Abuse Prevention Council Meetings.

- d. Provide monthly Multidisciplinary Team (MDT) meetings where participants, including Yuba County Child Welfare Services staff, may use the meeting to raise issues of concerns with the families with whom they are working, or any issues raised by the family members.

Deliverable: Conduct and chair monthly MDT meetings, to include case review, case consultation and Information on DR training; invite relevant participants and family for case consultation as appropriate; compile meeting notes and attendance sheets beginning on or after July 1, 2011 (or whenever the contract is signed) and continuing throughout contract period ending June 30, 2013.

- e. Participate in efforts to monitor DR program and service delivery.

Deliverable: Provide statistical and other data on the progress of the program through monthly and annual reporting, input into data systems, participation at regular meetings and information provided for evaluation purposes. Participate in efforts to evaluate DR program and service delivery. Provide necessary information to CWS to evaluate the DR program. The evaluation will be conducted no later than 30 days from the end of the contract period.

- f. Assist in tracking DR data. This will be done through the use of monthly reports to CWS staff or a Supervisor.

Deliverable: Monthly Reports. Beginning on the 10th of the month following service to first family served.

2. County Responsibilities:

- a. Refer families who meet the DR criteria to Contractor, when the family lives in the Contractor's geographic area.
- b. Provide case consultation and technical assistance, as needed and available, for the Contractor. In addition to the monthly meeting the Contractor will have access to a CWS Social Worker Supervisor for consultation on any case where there are questions or concerns.
- c. Training on Strength-Based approaches, family engagement and risk assessment will be made available to Contractor's DR staff, as appropriate.
- d. Training in DR methods and strategies will be provided by throughout contract period by CWS as available.
- e. CWS will provide at least one Social Worker Supervisor with experience in either Emergency Response or supervising out-stationed staff to participate regularly in

the monthly meetings.

C. Monthly Reporting

1. In addition to attending monthly case consultation meetings the Contractor will provide a *Differential Response Monthly Reporting* form (Attachment 2) and the *CAPIT/CBCAP Service Goals and Outcomes Plan Summary* (Attachment 3) to the Yuba County CWS.
2. Reports will be due no later than 10 days after the end of the report month. If the 10th day falls on a weekend or holiday the report will be due the following work day.
Reports will be sent to:
Differential Response Program
Yuba County Child Welfare Services Division
P.O. Box 2320
Marysville, CA 95901
3. Reimbursement for expenses for the month will not be authorized until the monthly reports and invoices are received and approved by the Child Welfare Services Program Manager.

D. Evaluation

Contractor will participate in an evaluation at least once during the contract period, and will assist the County in any data gathering or coordination that is needed to facilitate the evaluation.

Components to evaluate the degree to which DR services are offered in a manner that is accessible, responsive, and accountable, may include:

- Site visits
- Parent surveys to identify any barriers to family involvement
- Interviews or telephone surveys

PROPOSAL FORMAT

Proposals must be developed in accordance with the described format. Use forms where provided. Proposals that deviate from this format *will not* be considered for funding.

A. Narrative

Page requirements: 8.5" x 11" paper, 1" margins, 12 pt. font, double-spaced. Submit a maximum of 12 pages (not including the "Introduction" page and the "Programmatic Organizational Chart") identifying each segment by corresponding number in addressing the following:

1. Introduction:

Using the form titled "**APPLICATION**" (Attachment 4) provide all information including organization name, address, contact person, telephone, original signature of agency official authorized to submit proposal and budget summary.

2. Qualifications:

Briefly describe the applicant organization's qualifications to operate the proposed program, including a description of the organization's expertise in child welfare.

(Value = 5%)

3. Need/problem:

Clearly identify unmet prevention as reported in the 2010 County Self Assessment..

(Value = 10%)

4. Program:

Priority **shall** be given to primary prevention programs through non-profit agencies, including, where appropriate, programs that identify and provide services to isolated families, particularly those with children five years of age or younger, high quality home visiting programs based on research-based models of best practice, and services to child victims of crime.

Describe the proposed program, each service, and how the services will meet the needs of families of children at risk. Each service must be linked to unmet needs identified in the 2010 County Self Assessment. Describe how the services will be delivered, and the method of determining eligibility. Give a breakdown of tasks to be used in completing the program, with time lines.

Please note similar existing services within Yuba County and describe enhancements or expansions of services the program will provide without creating a duplication of services. Applicants are required to describe how they partner with existing service providers through an effective network of community-based family resource and support programs. These networks should be composed of local, collaborative, public-private partnerships directed by interdisciplinary structures with balanced representation of private and public

sector members, consumers, nonprofits, individuals and organizations with experience serving families with special needs children

Parent/family involvement is an important component in program design and implementation. Describe how parent/families are involved in program design and/or evaluation. Also describe how parent/families will be provided opportunities to attend meetings, conferences and training events.

Applicants are required to include public education and outreach as part of their program. Please describe implementation, expansion or enhancement of a local network of child abuse prevention programs to strengthen the local Child Abuse Prevention Council. Define how you plan to use the local media to provide public education and outreach in the community to prevent child abuse.

A peer review process designed to ensure quality assurance in services and service delivery must exist. The State Office of Child Abuse Prevention (OCAP) will continue to refine this process in partnership with county liaisons and funded local service providers.

Please attach a **Programmatic organizational chart** depicting where this program will fit into your organization. Describe how services will be culturally and linguistically appropriate to populations served.

(Value = 40%)

5. Evaluation:

Evaluation of the funded CAPIT/CBCAP program is a critical function in assuring program effectiveness and efficiency.

- a. Please describe your organization's capacity to transmit evaluation data *electronically* to the funder via email.
- b. Explain how you will collect, analyze, and report information on the proposed program to accomplish the following:
 - Report the number of families served;
 - Determine and report what is and is not working in the program;
 - Determine and report what is and is not working for the participants;
 - Convey to the community what services are available from prevention programs and how these services benefit participants and the community; Identify agency/program strengths and weaknesses.
- c. The CAPIT/CBCAP program primarily focuses on child abuse prevention. Services provided must measure at least four (4) or more of the safety and well-being goals/outcomes that are identified in the Child Welfare Services System Improvement Plan (SIP) program as follows:

Goals/Outcomes

- Children are protected from abuse and neglect.
- Children are safely maintained in their homes whenever possible and

appropriate.

- Children have permanency and stability in their living situations.
- The continuity of family relationships and connections is preserved for children.
- Families have enhanced capacity to provide for their children's needs.
- Children receive appropriate services to meet their educational needs.
- Children receive adequate services to meet their physical and mental health needs.
- Youth aging out of the foster care are prepared to transition to adulthood.

Given the program's chosen safety and well-being goals/outcomes, develop measures to capture outcome indicators on service impact. Listed below are four (4) levels of outcome indicators that must be clearly described:

- *Engagement Outcomes*- Describe your tool for collecting engagement outcomes to show successful client participation, recruitment, and high participant satisfaction rates. (Example: Client Satisfaction Survey)
- *Short-term Outcomes*- Describe the outcome and how you will capture changes in knowledge, attitudes, skills, and aspirations of participants.
- *Intermediate Outcomes*- Describe your program's intermediate outcomes and how you will measure them. Examples of intermediate outcomes *might* include; increased uses of positive discipline skills, improvement in school grades and completion of a job-training course.
- *Long-Term Outcomes*- Describe how you will measure your program's success of decreasing the incidence of child abuse and neglect in families served.
(Value = 25%)

6. Fiscal Plan:

An effective fiscal plan consists of determining available resources and preparing for possible funding reductions. Describe what process your agency would use to continue to operate in the event that CAPIT/CBCAP funding is reduced or eliminated. Please describe, in detail, the required match (minimum cash or in-kind match of 10%) you will provide and describe potential ideas for leveraging dollars.

(Value = 10%)

B. Budget

Complete the *Cost Justification Worksheet* (Attachment 5), identifying all costs and funds to be used in proposed program. Budget forms must be completed for each fiscal year of the contracted period. Years 2 and 3 budgets should be projected at \$120,123.00 each year. Include sufficient information to give a clear description of how the money will be used to accomplish the program goals.

NOTE: Outside independent audits are a contractual requirement of these funds

and are due annually. No more than 10percent of the funded amount may be included in your budget to cover administrative costs.
(Value = 10%)

C. Board Resolution

A copy of the applicant's governing Board Resolution authorizing the submission of the proposal with evidence of 501 (c)(3), including Employer ID Number , *must* be submitted as an attachment. If the Resolution is not available, a letter stating the date it will be available must be attached.

D. Letters of Support

Letters of support *may* be submitted as an attachment to the narrative and though not required, they are strongly encouraged. The letters serve as evidence to demonstrate broad-based community support; proposed services are not duplicated in the community and are based on the needs of children at risk, and are supported by local public agency(s).

APPLICANT'S CONFERENCE

The County has attempted to provide all information available with regard to the service components described. It is the responsibility of each applicant to review, evaluate and, where necessary, request any clarification of information. In order to assist in that process, an Applicant's Conference will be held.

The informational Applicants' Conference will be held in the County of Yuba, Health and Human Services in the Gold Fields Room located at 5730 Packard Avenue, Marysville, California, on Wednesday March 30, 2011 from 1:00 p.m.-3:00 p.m. The purpose of this Conference is to explain program requirements and to answer questions regarding completion of proposals, time frames, and the RFP process.

If Applicants have questions they are directed to contact Program Manager, Tony Roach by email: troach@co.yuba.ca.us.

PROPOSAL DEADLINE

One (1) original and eight (8) copies (9 total) must be received on or before April 22, 2011 no later than 5:00 p.m. *Faxed proposals will not be accepted.*

Proposals must be ***delivered*** in envelopes to the Main reception area at:

Yuba County Health and Human Services
Administration Department
5730 Packard Ave
Marysville, California
Attn: Tony Roach, Program Manager

NO PROPOSAL WILL BE ACCEPTED AFTER THIS DATE AND TIME.

Proposals must be clearly labeled "***Differential Response Proposal***" on the front of each envelope. It is the sole responsibility of the applicant to see that the proposal is received by the Tony Roach, Program Manager prior to the deadline noted above.

Proposals received beyond the deadline will not be considered.

TIMELINE FOR PROPOSAL

Date	Milestone
March 23, 2011	Release / Post RFP notice
March 30, 2011	Applicant's Conference
April 22, 2011 5:00 p.m.	Close RFP – all proposals received no later than 5:00 p.m.
April 25-29, 2011	Proposal Review Committee evaluates all proposals
May 5, 2011	Committee recommends award to successful applicant; all applicants notified of recommendation; begins protest period
May 12, 2011	Protest period ends
May 27, 2011	Completion of negotiation, finalization and submission of contract (along with finalized Board Resolution) to County Counsel for expedited review
June 2011	Board review and approval of award, contract and Board Resolution

PROTEST PROCEDURE

Protests or Appeals with respect to the solicitation or award of the Yuba County Health and Human Services Child Abuse Prevention Intervention and Treatment and Community Based Child Abuse Prevention, Children's Trust Fund will be required to follow current requirements of the California Department of Social Services Management and Office Procedures (Chapter 23-600) regarding purchase of service, as well as the Yuba County Purchasing and Contract Policy Manual. The Yuba County Purchasing Manual states:

10.0 Protest and Appeals

Any actual or prospective bidder, offer or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services. The protest shall be submitted in writing within five (5) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

10.1 Director of Administrative Services

The Director of Administrative Services shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken;*
- (b) Inform the protestants that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after mailing of the decision by the Director of Administrative Services.*

Written protest must be delivered no later than May 12, 2011, to:

Doug McCoy, Director
Administrative Services
915 8th St. Suite 119
Marysville, California 95901

BUDGET FORMAT

The Proposal Budget shall be submitted using the following format. The Cost Justification Worksheet is a tool used to identify and support the individual expenses included in determining the cost of providing a unit of services. The Sample Cost Justification displays an example of an in-depth cost justification worksheet.

Please create and complete an operating budget utilizing the *Cost Justification Worksheet* format shown in Attachment 5 showing the individual costs of expenses necessary to provide services, the methodology used in determining the costs of these expenses, the total cost of services provided, and the calculated service unit amount.

COMPLETION OF THE COST JUSTIFICATION WORKSHEET

1. Personnel Expense

Salary: Show the salary cost for each staff member performing services, based on actual salary and the expected time to be spent performing services. Staff should be identified by name, as well as position/classification title.

Benefits: Show cost of benefits paid by type of benefit for each staff member performing services. If the benefits are for employees whose time spent performing services are at different percentages, the benefits should be broken out by individual staff. Benefits can only include those benefits that are paid by the employer on behalf of the employee, such as Health Insurance, Worker's Compensation, Unemployment Insurance, etc.

2. Operating Expense:

Under Operating Expense, show the costs of individual expenses directly associated with providing services. For costs such as office supplies, postage, educational materials, and communication, best estimates based upon the activities and services to be performed should be shown. For operating expense costs such as rent, more detail and/or methodology should be shown. *For example:*

Rent - if the rent is based upon office space plus common space of 150 sq. ft. per person for the staff listed in Exhibit I – Sample Cost Justification Worksheet, the methodology and cost would be estimated as follows:

Counselor II: 150 sq ft x \$1.00 per sq ft. x 80% x 12 mos. = \$1,440

Interv. Coord: 150 sq ft x \$1.00 per sq ft x 50% x 12 mos. = \$ 900

Total Rent \$2,340

For the above example, the methodology, "150 sq. ft. \$1.00 x Prorated Share or FTE %x 12 mos." would be shown on the Cost Justification Worksheet.

3. Subcontractors:

Identify and show the cost of services provided through a sub-contractual agreement, including the methodology used for determining these costs. A copy of the subcontract must be provided. The subcontract must specify the means by which the actual costs of activities or services rendered are determined and paid.

Payment under a subcontract cannot be based on a flat rate nor paid incrementally on the basis of a flat rate.

4. Indirect Expense:

Indirect expenses are those costs not directly identified with the performance of activities or services and whose costs cannot be specifically identified. The amount of Indirect Expense shown on the Cost Justification Worksheet cannot exceed 10 percent of the Total Personnel Expense. A brief summary of costs should be shown under methodology.

5. Direct Expenses / Service Costs:

Direct Expenses/Service Costs are those costs directly identified with the delivery of activities or services that are not personnel related. A brief summary of estimated costs should be shown under methodology.

For example:

Transportation – Bus passes or gasoline vouchers to attend counseling.

Food – Temporary food assistance.

Housing – Assistance with cleaning supplies or renting a carpet cleaner or a dumpster to make a place habitable.

6. Cost Per Service Unit:

The cost per service unit is the rate to be charged for the cost of providing service. The methodology applied to the Total Amount to Service Cost to determine this rate should be described and the service of unit identified under "methodology". *For example: in the Sample Cost Justification Worksheet, the service unit is the cost of providing monthly counseling services to one family, based upon an average of 10 families per month.*

7. Audit:

An audit of the costs for services rendered and claimed will not be required. However, contractors will be required to provide a copy of the report for the most recent annual audit performed for their organization. The audit must have been made by an independent auditor in accordance with generally accepted auditing standards and must include the entire organization.

8. Invoice:

Contractors will be required to submit a summary invoice for payment on a monthly basis by the specified deadline and in the format specified (Attachment 6). The summary invoice will contain a certification statement to be signed by the Authorized Representative specified by the contractor. Payment will be issued within thirty (30) days of receipt complete and accurate summary invoices. Advance payment will not be made; payments will only be made in arrears for the actual costs of services provided.

9. Other:

Any contractor awarded a contract as a result of this RFP and who is also funded from multiple contracts, directly or indirectly, must demonstrate that the funds are

used for the sole purpose of the specific contracted services for which intended. The contractor's request for reimbursement from multiple contracts cannot exceed 100 percent of the cost incurred for employees, overhead, or operating costs.

SAMPLE COST JUSTIFICATION WORKSHEET

PERSONNEL EXPENSE:

Salary	% of Time		Annual Amount	
Position/Class.	Name	to Serv.	Salary	to Service
Counselor II	J. Jones	80%	\$2,800/mo.	\$26,880
<i>(Salary range x % of time x number of pay periods)</i>				
Intervention Coord.	S. Gee	50%	\$10.00/hr	\$10,400
<i>(Hourly wage x Hours per week x number of pay periods)</i>				

Total Salaries **\$37,280**

Benefits	% of Time		Annual Amount	
Position./Class	Type	to Serv.	Rate	to Service
Counselor II	Health Ins.	80%	\$200/mo	\$ 1,920
	Work Comp.	80%	\$ 50/mo	\$ 480
Intervention Coord.	Health	50%	\$200/mo	\$ 1,200
	Work Comp.	50%	\$ 50/mo	\$ 500
<i>(% FTE x actual benefit rate of Employer paid benefits; i.e. Health insurance, Unemployment Insurance, Worker's Compensation, Medicare, Retirement.)</i>				

Total Benefits **\$ 4,100**

Total Personnel Expense **\$41,380**

OPERATING EXPENSE

	<u>Methodology</u>	
Office Supplies	General office supplies	\$ 726
Postage	Mailing and general correspondence	\$ 200
Communication	Phone, internet, cell phone, etc.	\$ 235
Rent	350 sq ft x \$1/sq ft x FTE % X 12 mos.	\$ 4,200
Utilities	Prorated share - explain methodology	\$ 150
Insurance	Prorated share - explain methodology	\$ 100
Travel	4 regional meeting & 3-day conference	\$ 1,250
Training	Registration and fees for contract staff	\$ 250
Total Operating Expense		<u>\$ 8,061</u>

SUBCONTRACTORS

	<u>Methodology</u>	
XYZ Agency	50% of \$833.32 monthly salary X 12 for consultant services	<u>\$ 5,000</u>

INDIRECT

<u>Methodology</u>	
Departmental administrative costs, including contract, policy, and procedure admin.	<u>\$ 4,138</u>

DIRECT

<u>Methodology</u>	
Direct costs associated with services delivered to families; bus passes, gas cards, cleaning supplies (estimated at \$210.00 per family)	<u>\$ 5,250</u>

TOTAL ANNUAL AMOUNT TO SERVICE **\$ 63,829**

Cost Per Service Unit **\$ 531.91**

Total Annual Amount divided by 12 mos.
divided by 10 families per mo.

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.

(Name of Position, not person) , is the representative of the COUNTY and will administer this Agreement for the COUNTY. _____ 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

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT for _____ services ("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"), on behalf of its Health and Human Services Department, and _____ ("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-3.

2. TERM.

Commencement Date:

Termination Date:

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

6.

7. 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.

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"

"CONTRACTOR"

COUNTY OF YUBA

Doug McCoy,
Purchasing Agent

Owner

INSURANCE PROVISIONS APPROVED

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

Angil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:

Suzanne Nobles, Director
Yuba County Health and
Human Services Department

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.1.1.

A.1.2.

A.1.3.

A.2. TIME SERVICES RENDERED.

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

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 _____ (\$); 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. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed _____ (\$) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 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.3 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

(NOTE: Provisions included may address funding availability, confidentiality, record keeping, duty to file statement of economic interest, etc. Listed below are samples of language that may be utilized. If there are no provisions to be included in this attachment, state, "There are no applicable provisions under this Attachment C for this Agreement.")

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and not be 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 (for medical contracts). 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.

C.3 CHILD ABUSE/ADULT ABUSE (for Social Services contracts). 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.4 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.5 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.6 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.

C.7 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is

caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.8 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 of 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.9 CONFIDENTIALITY. 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.

C.10 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/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.11 HAZARDOUS MATERIALS. CONTRACTOR shall identify all hazardous materials as required under the California Code of Regulations and the State Health Safety Code. CONTRACTOR shall provide Material Safety Data Sheets (SDS) for all products that may contain hazardous materials to the COUNTY.

C.12 ACCEPTANCE. All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. 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 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.13 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.14 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data,

computer programs or software and source code, and documents developed or modified under this Agreement.

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":

Suzanne Nobles
Director
Yuba County Health and
Human Services Department
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":

ATTACHMENT E

INSURANCE PROVISIONS

(Please check with Risk Manager for specific \$ amount requirements)

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.) | \$1,000,000 | 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. Employer's Liability: | \$1,000,000 | Each accident, \$1, 000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |
| 5. Professional | \$1,000,000 | Per occurrence. |

Errors and
Omissions
Liability (if
required):

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 if 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.5 Sub-contractors. CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

DIFFERENTIAL RESPONSE MONTHLY REPORTING FORM

Agency: _____ Month _____

1. Total active DR cases at beginning of month: _____
2. DR cases closed this month: _____
3. # of families referred for DR this month: _____
4. # of families accepting DR services this month: _____
5. # of cases where DR was declined this month: _____
6. # of DR case plans developed and signed this month: _____
7. Total DR cases at end of month: _____

Services / Outcomes

Identified Service Needs: areas that parents have identified for themselves or for their children. Multiple needs may be counted for each family

Safety in community: _____	Food Security: _____
Safety issues in the home (ex: dom. violence): _____	Drug/alcohol abuse: _____
Health Care: _____	Relationship issues: _____
Mental Health: _____	Parenting education: _____
Social Isolation: _____	Child development: _____
Employment: _____	School/ pre-school related: _____
	Daycare: _____

Service Outcomes: areas that parents have identified as having improved as a result of services being offered. Multiple areas of improvement may be counted for each family

Safety in community: _____	Food Security: _____
Safety issues in the home (ex: dom. violence): _____	Drug/alcohol abuse: _____
Health Care: _____	Relationship issues: _____
Mental Health: _____	Parenting education: _____
Social Isolation: _____	Child development: _____
Employment: _____	School/ pre-school related: _____
	Daycare: _____

Case example of service needs/outcomes during this period:

Signature of person responsible for filling out report:

CAPIT/CBCAP Service Goals and Outcomes Plan Summary

INSTRUCTIONS: Please provide information as requested. Check box designating whether report is for CAPIT or CBCAP. This summary is Service Focused. Clients may access multiple services and shall be counted each time a service is provided during the reporting period. Count families only when services are provided to the entire family unit.

Agency: _____ Date: _____ Report Period: _____ TO _____

CAPIT ☒ CBCAP ☒

Client Centered Services:

	ages 0 - 5				ages 6 - 18				Adults (19 years - older)				Families	
	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities
Family Counseling														
Parent Education and Support														
Home Visiting														
Psychiatric Evaluations														
Respite Care														
Day Care/Child Care														
Transportation														
Multidisciplinary Team Services														
Teaching and Demonstrating Homemakers														
Family Workers														
Temp In-Home Caretakers														
Health Services														
Special Law Enforcement														
Voluntary Home Visiting														
Parenting Program (Classes)														
Parent Mutual Support														
Family Resource Center														
Family Support Program														
Other: Specify														
Other: Specify														
Other: Specify														
Other: Specify														
TOTALS	0 to 5 with disabilities	0 to 5 without disabilities	6 to 18 with disabilities	6 to 18 without disabilities	Adults with disabilities	Adults without disabilities	Adults with disabilities	Adults without disabilities	Adults with disabilities	Adults without disabilities	Adults with disabilities	Adults without disabilities	Families with disabilities	Families without disabilities

Service Goals and Outcome Summary Report for the Month of:

Client Characteristics:	Total number of clients receiving services										Gender			
	ages 0-5		ages 6-18		Adults (19year-older)		Children		Adult					
	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	Female	Male	Female	Male	Female	Male		
White (non-Hispanic)														
Hispanic														
Black														
Asian														
Native American														
Other (specify)														
TOTALS	0	0	0	0	0	0	0	0	0	0	0	0		
NUMBER OF PARTICIPANTS														
Agency Centered Activities:														
Parent(consumer of services)	County agency staff		Private nonprofit staff		Child Abuse Council Staff		Other (specify)							
State or Regional Training														
Peer Review														
Evaluation/Research														
Other (Specify)														

(County Use Only)

RFP Application #: _____ Date & Time received: _____ / _____

**Yuba County Health and Human Services
Child Abuse Prevention, Intervention and Treatment (CAPIT), and
Community Based Child Abuse Prevention (CBCAP), County
Children's Trust Fund (CCTF)
Request for Proposal
DIFFERENTIAL RESPONSE**

Application

Requesting Agency: _____ **Date:** _____

Mailing Address: _____

Contact Person: _____ **Phone:** _____

Agency Official Authorized to Submit this Proposal: Non-profit agencies must submit a Board Resolution authorizing submission of this proposal with evidence of 501(c)(3) status, including EIN number as attachments. If the Resolution is not available, a letter stating the date it will be available must be attached.

Name and Title

Signature

Priority Geographic Area of Service: _____

COST JUSTIFICATION WORKSHEET**PERSONNEL EXPENSE:**

<u>Salary</u>		<u>% of Time</u>		<u>Annual Amount</u>
<u>Position/Class.</u>	<u>Name</u>	<u>to Serv.</u>	<u>Salary</u>	<u>to Service</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Salaries				_____

<u>Benefits</u>		<u>% of Time</u>		<u>Annual Amount</u>
<u>Position/Class</u>	<u>Type</u>	<u>to Serv.</u>	<u>Rate to Service</u>	
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Benefits				_____

Total Personnel Expense**OPERATING EXPENSE****Methodology**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Operating Expense**SUBCONTRACTORS****Methodology****INDIRECT****Methodology****DIRECT****Methodology****TOTAL ANNUAL AMOUNT TO SERVICE**

Cost Per Service Unit

INVOICE FORMAT

Contractor's Name:

Contractor's Address:

Contact Name & Phone Number:

Period of Service:

<u>Services</u>		<u>Invoice</u>	
<u>Type</u>	<u>Rate Basis</u>	<u># of Services</u>	<u>Amount</u>
_____	_____	_____	_____
<u>Invoice Grand Total</u>			_____

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 invoice and monthly reporting form to:
Yuba County Health and Human Services Department
Attention: Fiscal
P.O. Box 2320
Marysville, CA 95901



*ORDINANCES
AND
PUBLIC HEARINGS*

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STAFF REPORT

TO: The Honorable Roger Abe, Chairman
Members of the Yuba County Board of Supervisors

FROM: Jackie Slade, Officer
Yuba-Sutter Economic Development Corporation

SUBJECT: Community Development Block Grant (CDBG)
2010/2011 Enterprise Fund Application
Application Submittal Phase

DATE: March 22, 2011

BACKGROUND

The County of Yuba is eligible to submit a grant application to the State of California Department of Housing and Community Development (HCD) for participation in the Enterprise Fund Community Development Block Grant (CDBG) program for economic development in the amount of \$300,000. This is a competitive process, these funds, if awarded, can be used to make loans to Yuba County businesses to purchase land and buildings, machinery and equipment, an existing business, working capital for purchase of inventory, supplies, payment of wages, marketing and advertising or start-up costs.

The County of Yuba has applied for and received ten (10) grants totaling \$4,100,000 from HCD under the same program from 1993 through 2010.

The primary purpose of the Loan Fund program is to create and/or retain jobs. Consequently, every business that participates in the program must agree to create at least one (1) full time job for every \$35,000 borrowed. Additionally, fifty-one percent (51%) of the jobs created must be filled by individuals from low to moderate-income families (households earning less than 80% of the Yuba County median income), commonly referred to as the "Targeted Income Group.

The demand for these loans remains high as traditional financing is increasingly more difficult to obtain in these economic times.

CDBG loan funds are not intended to take the place of private sector lending, they are intended for use by those businesses unable to obtain total project financing through private sector debt or equity sources alone.

This application will be submitted in response to HCD's "Notice of Funding Availability" (NOFA) for fiscal year 2010/2011. Based on HCD required percentages, the application will request a grant fund allocation as follows:

- \$235,875 for business assistance lending.
- \$ 41,625 for activity delivery expenses.
- \$ 22,500 for general administration expenses.

(A copy of the grant application is available for review in the office of the Clerk of the Board of Supervisors)

Before the grant application can be submitted to the Department, two (2) public hearings must be held to solicit comments from the public. This is required as part of the County's "Citizen Participation Plan". To meet this requirement, a public hearing was properly noticed and held at the Yuba-Sutter Economic Development Corporation on Wednesday, February 16, 2011 to receive public comment with regard to program design. This is the second of the two required public hearings. A "Notice of Public Hearing" was published at least ten (10) days prior to this date and this time. The deadline for submission of the application to HCD is Monday, March 28, 2011.

Fiscal Impact

We anticipate no fiscal impact as a result of this agenda item.

Action Requested

Approve the resolution to submit an Application for funding from the Enterprise Fund component of the Economic Development allocation of the State Community Development Block Grant (CDBG) program in the amount of \$300,000 and authorize the execution of a Grant Agreement and any amendments thereto with the State of California for the purpose of this grant and, authorize the Board Chairman or his designee to sign and execute the grant application on behalf of the County.

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

**A RESOLUTION APPROVING AN APPLICATION AND)
CONTRACT EXECUTION FOR FUNDING FROM THE)
ECONOMIC DEVELOPMENT ALLOCATION OF THE)
STATE COMMUNITY DEVELOPMENT BLOCK GRANT)
(CDBG) PROGRAM AND AUTHORIZING THE EXECUTION)
OF A GRANT AGREEMENT AND ANY AMENDMENTS)
THERE TO WITH THE STATE OF CALIFORNIA FOR)
THE PURPOSE OF THIS GRANT)**

RESOLUTION NO. _____

BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows:

SECTION 1.

1. The Board of Supervisors has reviewed and hereby approves application for: State Community Development Block Grant (CDBG Program) for \$300,000 from the Enterprise Fund Component:

General Administration	\$22,500
Business Assistance Loan Program	\$235,875
Business Assistance Activity Delivery	\$41,625

SECTION 2.

The Board of Supervisors has reviewed the Citizen Participation Plan for compliance with federal statute and has determined that this plan was followed for the development of this application.

SECTION 3.

The County Administrative Officer is hereby authorized and directed to act on the County's behalf in all matters pertaining to the application.

SECTION 4.

If the application is approved, the **County Administrative Officer** is authorized to enter into and sign the grant agreement and any amendments thereto with the State of California for the purposes of this grant.

THE FOREGOING RESOLUTION of the Board of Supervisors of the County of Yuba was duly and regularly introduced, PASSED AND ADOPTED at a regular meeting thereof on the 22nd day of March, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

A handwritten signature in black ink, reading "Angil P. Morris-Jones", written over a horizontal line.

STATEMENT OF ASSURANCES (2010)

The County of Yuba hereby assures and certifies that:

1. Legal Authority

It possesses legal authority to apply for the grant and to execute the proposed program.

2. Application Authorization

Its governing body has duly adopted or passed as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information as may be required.

3. Citizen Participation

It has or will comply with all citizen participation requirements, which include, at a minimum, the following components:

- a. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction; and
- b. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title; and
- c. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee; and
- d. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include one public meeting during the program design, annual performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal; and
- e. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and

- f. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can reasonably be expected to participate.

4. National Objective

The CDBG Program has been developed so as to primarily benefit targeted income persons and households, and each activity in the program meets one of the three national objectives: benefit to low- and moderate-income persons, elimination of slums and blight, or meets an urgent community need certified by the grantee as such.

5. NEPA Environmental Review

Consents to assume the responsibilities for environmental review and decision-making in order to ensure compliance with NEPA by following the procedures for recipients of block grant funds as set forth in 24 CFR, Part 58, titled "Environmental Review Procedures for Title I Community Development Block Grant Programs." Also included in this requirement is compliance with Executive Order 11988 relating to the evaluation of flood hazards, and Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) regarding purchase of flood insurance, and the National Historic Preservation Act of 1966 (16 USC 470) and implementing regulations (36 CFR 800.8).

6. CEQA

Consents to assume the role of either Lead Agency as defined by Section 21067 of the California Public Resources Code, or if another public agency is or will be designated Lead Agency, it consents to assume the role of Responsible Agency as defined by Section 21069 of the California Public Resources Code, in order to ensure compliance with CEQA.

7. Audit/Performance Findings

Has resolved any audit findings or performance problems for prior CDBG grants awarded by the State.

8. Growth Control

Certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

- a. Imposes a moratorium on residential construction, to protect the health and safety, for a specified period of time which will end when the public health and safety is no longer jeopardized; or
- b. Creates agricultural preserves under Chapter 7 (commencing with Section 51200) of Part 2 of Division 1 of Title 5 of the Government Code; or
- c. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or
- d. The applicant has an adopted housing element which the Department has found to be in compliance, unless a final order has been used by a court in which the court determined that it is not in compliance with Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code; or
- e. The use of the funds applied for in this application is restricted for housing for the targeted income group.

9. Uniform Administrative Requirements

Will comply with the regulations, policies, guidelines, and requirements of OMB Circular Numbers A-87, A-133, A-122, and 24 CFR Part 85, where appropriate, and the State CDBG regulations.

10. Nondiscrimination

Shall comply with the following regarding nondiscrimination:

- a. Title VI of the Civil Rights Act of 1964 (Public Law 88-352).
- b. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
- c. Section 109 of the Housing and Community Development Act of 1974, as amended.
- d. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- e. Executive Order 11246, as amended by Executive Orders 11375 and 12086.
- f. Executive Order 11063, as amended by Executive Order 12259.
- g. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.
- h. The Age Discrimination Act of 1975 (Public Law 94-135).
- i. The prospective contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

11. Anti-Displacement/Relocation

Will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.) and certifies that it will follow the state's residential anti-displacement and relocation plan located in Appendix L of the State's 2005-2010 Consolidated Plan. The Plan can be found at: <http://www.hcd.ca.gov/hpd/hrc/rep/fed/conplan05-10final.pdf>.

12. Labor Standards

Will comply with the following regarding labor standards:

- a. Section 110 of the Housing and Community Development Act of 1974, as amended.
- b. Section 1720 et seq. of the California Labor Code regarding public works labor standards.
- c. Davis-Bacon Act as amended (40 USC. 276a) regarding prevailing wage rates.
- d. Contract Work Hours and Safety Standards Act (40 USC 3702) regarding overtime compensation.
- e. Anti-Kickback Act of 1934 (41 USC 51-58) prohibiting "kickbacks" of wages in federally assisted construction activities.

13. Architectural Barriers

Will comply with the Architectural Barriers Act of 1968 (42 USC 4151-4157) and implementing regulations (24 CFR Part 40-41).

14. Conflict of Interest

Will enforce standards for conflicts of interest, which govern the performance of their officers, employees, or agents, engaged in the award and administration, in whole or in part, of State CDBG grant funds (Section 7126 of the State regulations).

15. Limitations on Political Activities

Will comply with the Hatch Act (5 USC 1501 et seq.) regarding political activity of employees.

16. Lead-Base Paint

Will comply with the Lead-Based Paint Regulations (24 CFR Part 35) which prohibits the use of lead-based paint on projects funded by the program.

17. Debarred Contractors

The applicant or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG program, per the Excluded Party List System (www.epls.gov). In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG program under the provisions of 24 CFR part 24.

18. Inspection of Grant Activities

Will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

19. Cost Recovery

Will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by targeted income persons unless:

- a. CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding; or
- b. For the purposes of assessing properties owned and occupied by targeted income persons who are not of the lowest targeted income group, it does not have sufficient CDBG funds to comply with the provisions of "a" above.

20. Procurement

Will follow the federal procurement policies per 24 CFR Sec. 85.36

21. Excessive Force

Will adopt and enforce policies:

- a. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and
- b. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

The Certification is made under penalty of perjury under the laws of the State of California.

NAME OF CERTIFYING OFFICIAL:

Robert Bendorf

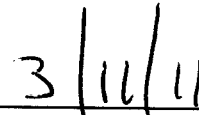
CHIEF ADMINISTRATIVE EXECUTIVE:

County Administrator

Signature

A handwritten signature in black ink, appearing to be 'R. Bendorf', written over a horizontal line.

Date certified

A handwritten date '3/11/11' in black ink, written over a horizontal line.

16. NEPA Environmental Clearance

1. Finding of Exemption

It is the finding of the **County of Yuba** that the activities proposed in this application for State Community Development Block Grant funds are exempt from environmental review requirements under NEPA because they are defined as exempt activities in 24CFR Part 58.34. The activity(s) judged exempt consist(s) of:

List each Exempt Activity with a Brief Description	NEPA Citation
1. General Administration	58.34 (a) (3)
2. Microenterprise Technical Assistance	N/A
3. Microenterprise General Support	N/A
<u>Wendy W. Hartman</u> Printed Name of Authorized Official	<u>Wendy W. Hartman</u> Signature
<u>Director of Planning</u> Title	<u>March 10, 2011</u> Date

FORM 58.6

ACTIVITY DESCRIPTION FOR EACH PROPOSED EXEMPT ACTIVITY:

- 1) General Administration Activities
- 2) Microenterprise Technical Assistance
- 3) Microenterprise General Support

Level of Environmental Review Determination: Exempt per 24 CFR. 58.6

(Exempt per 24 CFR 58.34, Categorically excluded not subject to statutes per § 58.35(b), Categorically excluded subject to statutes per § 58.35(a), Environmental Assessment per § 58.36, or EIS per 40 CFR 1500)

STATUTES and REGULATIONS listed at 24 CFR 58.6

FLOOD DISASTER PROTECTION ACT

1. Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard?

☒ No: Cite Source Document: CDBG Economic Development General Administration Activities Only
This factor is completed.

☐ Yes: Source Document:

2. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

☐ Yes (Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file).

☐ No (**Federal assistance may not be used in the Special Flood Hazards Area**).

COASTAL BARRIERS RESOURCES ACT

1. Is the project located in a coastal barrier resource area?

☒ No; Cite Source Documentation:

There are no coastal barrier resource areas in California
(This element is completed).

☐ Yes – **Federal assistance may not be used in such an area.**

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone or a Military Installation's Clear Zone?

☒ No, CDBG Economic Development General Administration Activities Only. No sale or acquisition.

☐ Yes; **Disclosure statement must be provided** to buyer and a copy of the signed disclosure must be maintained in this Environmental Review Record.

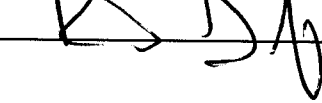
Jackie Slade, Jackie Slade, 3/7/11
Preparer Signature / Print Name / Date

Wendy W Hartman Wendy W Hartman 3/10/11
Responsible Entity Official Signature / Print Name / Date

17. Official (s) Authorized to Sign the Application

Name: Robert Bendorf

Title: County Administrative Officer

Signature: 

Date: 3/11/11

ADDITIONAL SIGNATURES REQUIRED FOR JOINT APPLICATIONS ONLY

Name: N/A

Title: N/A

Signature: _____

Date: _____

COMPLIANCE WITH OMB CIRCULAR A-133

Office of Management and Budgets (OMB) Circular A-133 is issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. It sets forth the standards for obtaining consistency and uniformity among Federal agencies for the audit of states, local governments, and non-profit organizations expending Federal awards. Cities and counties not exempted from the requirements of OMB Circular A-133 must submit their audits to the State Controller. Non-profit organizations not exempted must submit their audits to the California Department of Housing and Community Development.

Pursuant to the requirements of OMB Circular A-133, please check the appropriate box(s) and certify at the bottom of the page:

☐ The **County of Yuba** has expended more than \$500,000 in Federal funds in fiscal year 2009/2010 and is required to conduct a single audit or program specific audit for this year in accordance with the provisions of OMB Circular A-133.

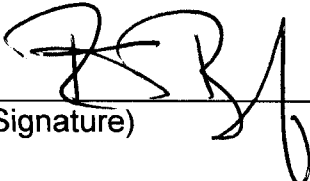
☐ The audit has been completed and has been submitted to the appropriate control agency.


☐ The audit has not been completed. It is anticipated that the audit will be completed and submitted to the appropriate control agency by: _____.

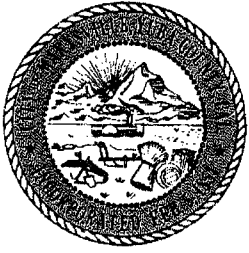
☐ The **County of Yuba** has expended less than \$500,000 in federal funds in fiscal year 2009/2010 and is exempt from the requirements of OMB Circular A-133. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and the General Accounting Office.

I certify on behalf of **County of Yuba**, that the above is a true and accurate statement.

Robert Bendorf, County Administrator


(Signature)


(Date signed)



CITY OF MARYSVILLE

130-11

526 "C" Street • P.O. Box 150 • Marysville, CA 95901 • (530)749-3901 • Fax (530)749-3992

March 1, 2011

Mr. Ed Palmeri
Yuba County Community Development & Services Agency
Planning Department
915 Eighth Street, Suite 123
Marysville, CA 95901

Dear Ed:

Benjamin Wirtschafter is no longer serving on the Marysville City Council and is no longer the City Representative on the Yuba County Trails Commission.

Ricky Samayoa has been appointed to serve as the City Representative on the Yuba County Trails Commission and he will attend the Trails Commission Meeting today at 4 p.m. in Conference Room #4. Mr. Wirtschafter forwarded the information regarding the Trails Commission Meeting to me and I have forwarded it to Mr. Samayoa.

You may contact Ricky by e-mail at rsamayoa@marysville.ca.us and his cell number is 218-5630. If you have any other questions, please call me at 749-3947. Thank you.

Sincerely,

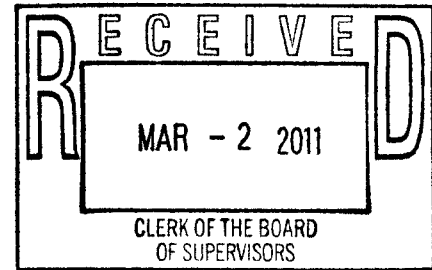
Billie J. Fangman
City Clerk



UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF INSPECTOR GENERAL - AUDIT
Eastern Region Field Office - Audit
401 West Peachtree Street NW., Suite 2328
Atlanta, Georgia 30308
TEL: 404-730-3210 FAX: 404-730-3221



FEB 25 2011



County of Yuba, California
ATTN: Board of Supervisors
915 8th Street, Suite 105
Maryville, California 95901

Subject: Fiscal Year (FY) 2009 Single Audit Desk Review – County of Yuba

Dear Board of Supervisors:

We have completed our desk review of the single audit performed by Gallina, LLP, which included Federal assistance programs administered by the County of Shasta, California, for the fiscal year ended June 30, 2009. We obtained the report from the Federal Audit Clearinghouse (FAC).

Our review was limited to an examination of the audit reporting package. We did not examine the related audit documentation to evaluate the adequacy of the audit work performed. In our opinion, the audit report did not meet Federal reporting requirements. As such, corrective action, as discussed below in Recommendation 1, is required

Issue 1: The *Independent Auditor's Report* stated other auditors audited First Five Children and Families Yuba Commission and Yuba County Water Authority. However, the *Report on Internal Control Over Financial Reporting and On Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards* and the *Report on Compliance with Requirements Applicable to Each Major Program and on Internal Control Over Compliance in Accordance with Office of Management and Budget (OMB) Circular A-133* both stated that other auditors audited the Yuba County Housing Authority and Yuba County Water Authority. We confirmed with Gallina, LLP that the language in the *Independent Auditor's Report* was correct.

Recommendation 1: The audit firm needs to revise and reissue the *Report on Internal Control Over Financial Reporting and On Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards* and the *Report on Compliance with Requirements Applicable to Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133* to properly reflect what work was performed by other auditors. In addition, the corrected report needs to be submitted to the FAC.

3-3-11/CC: Yuba County Auditor/County Administrator/rf

BOS CORRESPONDENCE B

Issue 2: The data collection form (SF-SAC) and Schedule of Expenditures of Federal Awards (SEFA) both improperly identified Catalog of Federal Domestic Assistance (CFDA) 10.553 and 10.555 as direct awards. According to the U.S. Department of Agriculture Food and Nutrition Service, these awards are pass-through awards, not direct.

Recommendation 2: No corrective action is required for FY 2009. However, since resubmission of your audit reporting package is required to address Recommendation 1, you may, at your discretion, revise and resubmit your SF-SAC. In subsequent years, please ensure that all awards are properly classified on the SEFA and SF-SAC.

Issue 3: The audit reporting package was not timely submitted to the FAC. In accordance with *OMB Circular A-133*, section .320(a), the audit reporting package should be submitted no later than 9 months after the end of the audit period. This would have required the audit be submitted by March 31, 2010. However, the audit was not submitted to the FAC until April 7, 2010.

Effective in FY 2010, this will result in the auditee being ineligible for “low-risk auditee” status, as defined by *OMB Circular A-133*, section .530(a). The 2010 Compliance Supplement further explains this in appendix VII, section III.

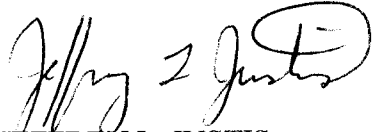
Recommendation 3: No corrective action is required for FY 2009, however, under the new guidance, the County of Yuba should not be considered a “low-risk auditee” for FYs 2010 and 2011.

Instruction for submitting a revised report to the FAC may be found at http://harvester.census.gov/fac/collect08/main_instruct.pdf, page 52. Once the report has been revised and resubmitted to the FAC, please notify Marbie Baugh, National Single Audit Coordinator for the U.S. Department of Agriculture at the email address in the following paragraph.

A copy of this report is being provided to the auditor who conducted this audit and to each Federal funding agency that was identified on the SEFA to make them aware of the results of our review. All audit opinions were unqualified. There was one financial statement finding that was a material weakness. There were also four findings related to Federal awards, three of which were material weaknesses and one was a significant deficiency. These compliance findings were all associated with Health and Human Services programs, CFDA 93.563, 93.778, and 93.558. Additionally, two

of these material weaknesses were repeat findings, previously reported in FY 2007. If you any questions regarding this letter, please contact Marbie Baugh, National Single Audit Coordinator for the U.S. Department of Agriculture, at (404) 730-3763, or via email at marbie.baugh@oig.usda.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey L. Justis". The signature is fluid and cursive, with the first name "Jeffrey" and last name "Justis" clearly distinguishable.

JEFFREY L. JUSTIS

Acting Regional Inspector General
for Audit

cc:

Gallina, LLP, ATTN: Brad Constantine, Partner

U.S. Department of Health and Human Services, ATTN: National Single Audit Coordinator

U.S. Department of Homeland Security, ATTN: National Single Audit Coordinator

U.S. Department of Housing and Urban Development, ATTN: National Single Audit
Coordinator

U.S. Department of Justice, ATTN: National Single Audit Coordinator

U.S. Department of Transportation, ATTN: National Single Audit Coordinator



NATIONAL FLOOD INSURANCE PROGRAM

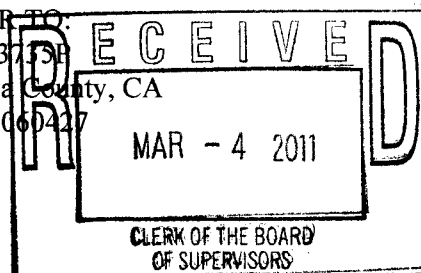
FEMA PRODUCTION AND TECHNICAL SERVICES CONTRACTOR

February 28, 2011

RECEIVED BY EACH
BOARD MEMBER

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

IN REPLY REFER TO:
Case No.: 10-09-3758P
Community: Yuba County, CA
Community No.: 060427



316-PMR

Dear Ms. Griego:

This is in reference to a request for a revision to the effective Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the above referenced community. Information pertinent to this revision request is listed below.

Requester:	Michael C. Nowlan, P.E., CFM, Wood Rodgers, Inc.
Project Identifier:	Bear River North Levee Rehabilitation Project
Flooding Source:	Bear River
FIRM Panel Affected:	06115C0440D, 0445D, 0475D, 0485D and 0505D

We have completed our review of the submitted data and determined that this request should be processed as a Physical Map Revision (PMR). As a result of this PMR, the flood hazard information will be revised for areas along the Bear River from approximately 6,700 feet downstream of Pleasant Grove Road to approximately 12,500 feet upstream of Southern Pacific Railroad.

The Federal Emergency Management Agency (FEMA) is programming funds to process a larger map revision that will update the FIRM and FIS report for Yuba County, California and Incorporated Areas. We will incorporate the modifications required by this PMR into the map revision.

A separate Letter of Map Revision (LOMR) (Case No. 11-09-0886P), requested by Mr. Nowlan which became effective on February 22, 2011 to incorporate a portion of the effects of this project into the February 18, 2011 FIRM, that affects the City of Wheatland and the unincorporated areas of Yuba County. As a result of the LOMR request, the flood hazard information on FIRM panels 06115C0440D, 0445D, 0475D, and 0505D was revised along the Bear River, from approximately 1,200 feet northeast of the intersection of Wheatland Road and Baxter Avenue to approximately 11,200 feet southwest of the intersection of Camp Far West Road and Wintun Way, and along Grasshopper Slough from approximately 1,220 feet upstream of Spenceville Road to approximately 8,000 feet upstream. The LOMR had superseded the flood hazard information shown on the February 18 FIRM panels for the revised area.

3-4-2011:CC County Administrators Office/rf

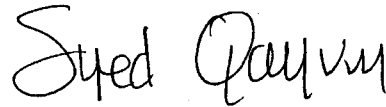
BOS CORRESPONDENCE C

LOMC Clearinghouse, 7390 Coca Cola Drive, Suite 204, Hanover, MD 21076 PH: 1-877-FEMA MAP

Because this revision request also affects the unincorporated areas of Sutter County and Placer County, and the City of Wheatland, separate letters for those communities were issued on the same date as this letter.

If you have general questions about this case, the review and revision process, FEMA policy, or the National Flood Insurance Program, please call the FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627). If you have specific questions concerning the PMR, please contact Mr. Eric Simmons, FEMA Regional Engineer by e-mail at eric.simmons@dhs.gov or at (510) 627-7029.

Sincerely,

A handwritten signature in black ink, reading "Syed Qayum". The signature is fluid and cursive, with the first name "Syed" and last name "Qayum" clearly distinguishable.

Syed Qayum, CFM
LOMR Technical Manager
BakerAECOM

cc: (see attached list)

List of Courtesy Copies – Yuba County, CA

The Honorable Enita Elphick
Mayor, City of Wheatland

The Honorable James Gallagher
Chairperson, Board of Supervisors
Sutter County

The Honorable Kirk Uhler
Chairperson, Board of Supervisors
Placer County

Mr. Stephen L. Wright
City Manager
City of Wheatland

Mr. Michael Lee
Director
Department of Public Works
Yuba County

Mr. Douglas Gault
Director
Department of Public Works
Sutter County

Mr. Ken Grehm
Director
Department of Public Works
Placer County

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



County of Yuba

Community Development & Services Agency

915 8th Street, Suite 123, Marysville, CA 95901

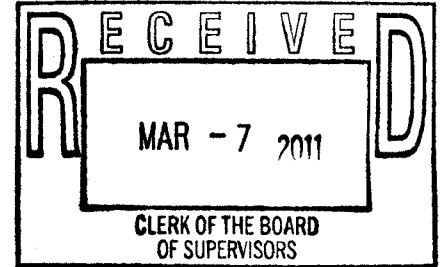
Planning Department

Phone: (530) 749-5470

Fax: (530) 749-5434

Web: <http://www.co.yuba.ca.us>

Memorandum



To: Board of Supervisors
CC: Robert Bendorf, Kevin Mallen, and Angil Morris-Jones
From: Wendy W. Hartman *[Signature]*
Date: March 7, 2010
Re: Residential Care Facilities – Joshua House

Several months ago residents from the "Brophy Farming Community" spoke at a Board meeting to share their concerns related to a sober living facility (Joshua House) being operated by Crossroads Church on Hammonton Smartville Road. Several issues were raised including but not limited to: personal safety, property values, types of residents that will be living at the facility, state license requirements, and county zoning and land use regulations. County staff has remained in contact with this group to keep them informed of the status of the facility as well as researching their concerns related to land use and state licensing.

Staff met several times with representatives of Crossroads Church to gather information regarding the facility. Based on the information submitted, it appears Joshua House is a residential substance abuse treatment program requiring a license to operate. However, licensing of such facilities is solely within the jurisdiction of the State. Based on this information, Planning was directed to submit a complaint to the State Alcohol & Drug Program. The complaint was submitted on August 31, 2010. County staff, the residents of the Brophy Farming Community and staff from Assemblyman Logue's office have made several inquiries to the State regarding the status of the complaint. The State Alcohol & Drug Program has indicated that they cannot provide any information until they have completed their investigation and they do not have a time frame of when the investigation will be completed. Once we have received a response from the State it will be forwarded to the Board and the residents of the Brophy Farming Community.

Planning staff has been working with County Counsel to address concerns related to County zoning & land use and what authority we have to regulate small residential care facilities such as Joshua House. Below is a summary of our findings.

In the event that the State determines that Joshua House is exempt from licensure then County Counsel has indicated that the facility must operate within the definition of “family” in order to be located within the Exclusive Agriculture (AE) zone district. While the County’s definition of “family” states

“an individual or two or more persons related by blood, marriage, or adoption, or a group of not more than five persons (excluding servants) who need not be related by blood, marriage, or adoption, living together in a dwelling unit.”

This definition was called into question when the County’s Housing Element was updated. Housing Element Action H-3.1.4 requires the County, when updating the Zoning Ordinance, to either eliminate the definition of family or modify it to be consistent with state law. County Counsel has also confirmed that our definition of “family” is outdated.

Further, under the Fair Housing Act, individuals in recovery from drug and alcohol addiction are defined as disabled, and therefore arguably Joshua House and similar types of facilities could be considered housing in which some services are provided for persons with disabilities. Because housing in which some services are provided for persons with disabilities can operate in some instances legally without a license, Counsel has indicated that we should proceed with caution in regard to any attempts at regulating Joshua House or similar facilities with six or fewer residents in a manner different from any other single family residence. Specifically, County Counsel has provided the following items for consideration in regulating Joshua House or any other type of small residential care facility with six or fewer residents (excludes staff):

1. Under present California law, licensed facilities with six or fewer residents must be treated as single family homes.
2. Efforts to pass legislation in California to allow for different treatment of unlicensed facilities have been unsuccessful.
3. Presently California law prohibits discrimination in zoning and land use actions based on, among other categories, familial status and disability.
4. While there are no California cases that deal directly with this issue, other jurisdictions have held that unlicensed homes are not to be treated differently than licensed homes.
5. Restricting residence on the basis of disability (i. e., not allowing a residence with six or fewer occupants, all of whom are recovering drug/alcohol abusers) places the County at risk of being held to have violated the federal Fair Housing Act and equal protection requirements. Although, as mentioned above, there is no California case directly on point, in other jurisdictions courts have looked with particular disfavor at local decisions that appear to have been influenced by neighborhood opposition to the types of persons residing in the residence.
6. There may be specific behaviors that the community in general would like to restrict in the area where Joshua House is located. Parking is an example of such a behavior. Parking can be regulated by ordinance but it is important to remember that any such ordinance must be for a public purpose/good and any such regulation by ordinance would have to apply “neutrally” to all residents or the zoning area of the regulation would be considered discriminatory.

The property at 4004 Hammonton Smartville Road has historically been used as a small residential care home for the elderly (Ursula’s Care Home & Christina’s Care Home). Based on

the information provided above, staff recommends that the Board classify Joshua House and any other small residential care home serving six or fewer residents (regardless of the clients served or requirement of a State license) as a single family residence that should be allowed in any zone district that allows such use.

Therefore, unless directed otherwise, staff will regulate Joshua House and any of the other existing and future small residential care facilities located in the unincorporated area of the County as a single family residence.

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

EDMUND G. BROWN, JR.



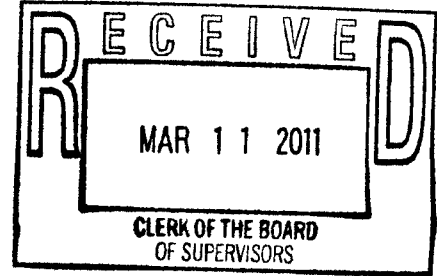
Governor

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

March 8, 2011



TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a Notice of Receipt of Amended Petition to list the American pika (*Ochotona princeps*) as a threatened species. This notice will appear in the California Regulatory Notice Register on March 11, 2011.

Sincerely,

Sheri Tiemann
Staff Services Analyst

Attachment

**CALIFORNIA FISH AND GAME COMMISSION
NOTICE OF RECEIPT OF AMENDED PETITION**

NOTICE IS HEREBY GIVEN that, pursuant to Court remand in *Center for Biological Diversity v. California Fish and Game Commission* California Superior Court for the County of San Francisco, Case No. CPF-09-509927, the California Fish and Game Commission, at its February 3, 2011, meeting in Sacramento, accepted for consideration the amended petition submitted to list the American pika (*Ochotona princeps*) as a threatened species.

The American pika inhabits talus fields fringed by suitable vegetation on rocky slopes of alpine areas throughout western North America.

Pursuant to Section 2073.7 of the Fish and Game Code, on February 10, 2011, the Commission transmitted the amended petition to the Department of Fish and Game for review pursuant to Section 2073.5 of said code. Interested parties may contact Dr. Eric Loft, Wildlife Branch, Department of Fish and Game, 1812 Ninth Street, Sacramento, CA 95811, or telephone (916) 445-3555 for information on the petition or to submit information to the Department relating to the petitioned species.

Fish and Game Commission

March 1, 2011

Jon K. Fischer
Acting Executive Director

COMMITTEE MEETINGS

11:30 A.M.

Land Use and Public Works Committee - (Supervisors Abe and Stocker - Alternate Supervisor Nicoletti)

- A. Consider resolution to apply for grant funds from the Statewide Park Program to acquire land and develop a community park in East Linda - Community Development and Services (Five minute estimate) (131-11)

Protective Inspection Committee - (Supervisors Vasquez and Abe - Alternate Supervisor Griego)

- A. Consider resolution authorizing the Agricultural Commissioner to execute certain contracts/agreements for Fiscal Year 2011/2012 - Agricultural Commissioner (Five minute estimate) (132-11)

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

- A. Consider memorandum of understanding with Sierra-Sacramento Valley Emergency Medical Services Agency for the provision of fiscal administrative services of the Hospital Preparedness Program funds - Health and Human Services (Ten minute estimate) (133-11)

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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 22, 2011

TO: LAND USE AND PUBLIC WORKS COMMITTEE

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

SUBJ: CONSIDER RESOLUTION TO APPLY FOR THE SECOND ROUND OF CALIFORNIA STATEWIDE PARK PROGRAM GRANT FUNDS.

RECOMMENDATION:

Consider the attached resolution to apply for the second round of the California Statewide Park Program Grant Funds for the acquisition and development of a community park in East Linda.

BACKGROUND:

On November 7th 2006, California voters passed Proposition 84, known as the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006." Of this \$5.4 billion initiative, the "Sustainable Communities and Climate Change Reduction" chapter allocated \$368 million for competitive grants for the creation of new parks and recreation opportunities in proximity to the most critically underserved communities across California, with priority given to the creation of new parks in existing neighborhoods.

This grant is unique in that it allows for the acquisition AND development for projects resulting in a new recreational opportunity. Virtually all recreational features are eligible, including athletic fields, gymnasiums, trails, picnic areas, playgrounds, skate parks, sprayparks, swimming pools, and all the support amenities including restrooms and landscaping. This grant opportunity allows its recipients to develop and bring to fruition a comprehensive, turn-key park facility for the community with a maximum \$5 million application.

Public Works previously applied for the first round of this program on July 1st, 2010 and although considered competitive, was ultimately unsuccessful. However, the State has since encouraged us to solicit additional public input, which is a major criterion, and re apply July 1st, 2011.

DISCUSSION:

After reviewing the grant requirements and favorable criteria, staff seeks to apply for the maximum amount of \$5 million with the intent to develop a 30+ acre community park on Hammonton Smartsville Road adjacent to a school site proposed by the Marysville Joint Unified School District. This site meets all the criteria detailed by the grant and is identified in the Parks Master Plan as well as the East Linda Specific Plan. Based on the Community Fact Finder database (www.parkinfo.org/caparks/grantee) as required by the grant itself, the proposed location is described to have zero acres of park space within a one half mile radius, with 2,665 residents and 778 families living below the poverty line in the same radius. In terms of parks, this proved to be the most underserved community per capita in the County, thus improving our competitiveness for the grant.

Consistent with the State's recommendation, Public Works participated in the East Linda Reinvestment Advisory Committee meeting held on February 10, 2010 and has planned an additional park planning workshop scheduled on the evening of Thursday, April 28, 2011.

FISCAL IMPACT:

As is often the case with grant projects, this program requires the project expenses to be financed by the applicant, to be reimbursed by grant funds at completion. This project requires a minimum request of \$100,000 to a maximum of \$5,000,000. There is no match requirement.

If successfully awarded, this grant has no provisions for operations and maintenance and once the park is completed, the burden of those subsequent costs will become that of the County's. By using historical park maintenance costs at nearby 8 acre POW/MIA Park, we can extrapolate that the operations and maintenance expenses for this new park may be around approximately \$150,000 per year.

Funds from CSA 52 and possibly the Gledhill Landscaping District may be used to cover some of the O&M costs, but will not likely be adequate to cover them in full. If we are successful and awarded the grant, staff will come back to the Board with an O&M funding program prior to grant acceptance.

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

**APPROVE APPLICATION FOR)
GRANT FUNDS FROM THE)
STATEWIDE PARK PROGRAM TO)
ACQUIRE LAND AND DEVELOP A)
COMMUNITY PARK IN EAST LINDA)**

RESOLUTION NO. _____

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Program, setting up necessary procedures governing the Application; and

WHEREAS, said procedures of the State Department of Parks and Recreation require the applicant to certify by resolution of approval of application before submission of said application to the State; and

WHEREAS, Yuba County will enter into a Contract with the State of California to complete the East Linda Community Park (Project);

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba

1. Approves the filing of an application for the East Linda Community Park; and
2. Certifies that Yuba County has or will have available, prior to the commencement of any work on the project included in this application, sufficient funds to complete the Project; and
3. Certifies that Yuba County has or will have sufficient funds to operate and maintain the Project; and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Grant Administration Guide; and
5. Delegates authority to the Public Works Director as agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications,

agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project; and

6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

, Chair
Yuba County Board of Supervisors

ATTEST:

Donna Stottlemeyer, Clerk of the Board

APPROVED AS TO FORM:

ORIGINAL UNDER REVIEW

Angil Morris-Jones, County Counsel

The County of Yuba

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

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



132-11

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

KEVIN ROUSH
ASSISTANT
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES

March 10, 2011

TO: Honorable Board of Supervisors, Yuba County
Protective Inspection Committee

FROM: Louie B. Mendoza Jr., Agricultural Commissioner *LM*

SUBJECT: COMMITTEE APPROVAL OF RESOLUTION AUTHORIZING AGRICULTURAL
COMMISSIONER TO EXECUTE SPECIFIC ONGOING CONTRACTS,
AGREEMENTS AND COOPERATIVE AGREEMENTS

Recommendation:

Approve Resolution authorizing the Yuba County Agricultural Commissioner to execute specified ongoing contracts, agreements and cooperative agreements for Fiscal Year 2011/2012 or multi-year on behalf of the County of Yuba.

Background:

Yuba County Administrative Policy & Procedures Manual, Policy Number A-1, procedure 3 states, "It is the general policy of the County that all external documents (contract, leases, agreements, etc.) are to be executed by the Chairman of the Board of Supervisors. Exceptions should be properly authorized by the adoption of a resolution by the Board of Supervisors prior to execution of specific contracts, leases, agreements, etc. by the respective department head." In the past the Agricultural Commissioner has been authorized through Resolution of the Board of Supervisors to sign specific contracts and agreements.

Discussion:

The Agricultural Commissioner has historically sought out revenue sources to fund various activities of the department. These revenue sources typically require that Yuba County enter into contracts, agreements and cooperative agreements with the California Department of Food and Agriculture, Department of Pesticide Regulation, United States Department of Agriculture and other agencies or private contractors. In the interest of efficiency the Yuba County Board of Supervisors has in the past authorized the Agricultural Commissioner to execute specified contracts and agreements on the behalf of Yuba County. In Fiscal Year 2010/2011 the Board of Supervisors made such authorization through their approval of Resolution No. 2010-04.

This is to request that the Yuba County Agricultural Commissioner be authorized to sign on behalf of Yuba County, specified revenue generating contracts, agreements and cooperative agreements for Fiscal Year 2011/2012 or multi-year. Such contracts and agreements shall be handled in accordance with Yuba County Administrative Policy & Procedures Manual, Policy Number A-1, procedure 5. Specifically the Agricultural Commissioner will comply with procedure 5 prior to execution by the Agricultural Commissioner and procedure 6 upon execution.

Fiscal Impact:

Authorizing the Agricultural Commissioner to execute ongoing contracts, agreements and cooperative agreements is an efficiency matter which will save time for both the commissioner and the Board of Supervisors.

Enclosure: Resolution

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

**RESOLUTION AUTHORIZING THE AGRICULTURAL)
COMMISSIONER TO EXECUTE CERTAIN CONTRACTS/) RESOLUTION NO. _____
AGREEMENTS/COOPERATIVE AGREEMENTS FOR)
FY 2011/2012 OR MULTI YEAR AS LISTED BELOW)**

WHEREAS, on a periodic basis certain governmental agencies request that the County Agricultural Commissioner sign Agreements, Cooperative Agreements and/or Contracts for the provision of services to that governmental agency; and

WHEREAS, on a periodic basis certain private contractors request that the County Agricultural Commissioner sign Agreements, Cooperative Agreements and/or Contracts for the provision of services to that private contractor; and

WHEREAS, it is in the interest of efficient and effective county government for the Board of Supervisors to authorize the Yuba County Agricultural Commissioner to execute certain Contracts, Agreements and Cooperative Agreements on behalf of Yuba County.

NOW, THEREFORE, BE IT RESOLVED that the Yuba County Agricultural Commissioner, be and hereby is authorized to execute on behalf of Yuba County certain Contracts, Agreements and Cooperative Agreements for FY 2011/2012 or multi-year, as listed below and subject to approval of County Counsel and County Risk Management. A copy of each executed Contract, Agreement and Cooperative Agreement shall be filed with the Clerk of the Board of Supervisors of the County of Yuba.

**RESOLUTION AUTHORIZING THE EXECUTION OF CERTAIN
CONTRACTS/AGREEMENTS/COOPERATIVE AGREEMENTS FOR
FY 2011/2012 OR MULTI YEAR AS LISTED BELOW**

<u>Contract/Agreement/Coop. Agreement</u>	<u>Organization/Agency</u>
High Risk Pest Exclusion	California Department of Food & Agriculture (CDFA)
Japanese Dodder	CDFA and Private Contractors
Nursery Inspection	CDFA
California Organic Food	CDFA
Pierce's Disease Control Program/GWSS	CDFA
Asian Citrus Psylid	CDFA and Private Contractors
Weed Management Area	CDFA
Egg Inspection	CDFA
<u>Pest Detection Trapping</u>	CDFA and Private Contractors
Sudden Oak Death (SOD)	CDFA
Light Brown Apple Moth (LBAM)	CDFA
Seed Certification/Inspection	CDFA and Ca. Crop Improvement Assoc. (CCIA)
Petroleum Program	CDFA - Measurement Standards
Weighmaster Program	CDFA - Measurement Standards
Pesticide Use Enforcement	California Environmental Protection Agency(Cal EPA)
-Negotiated Work Plan-	Department of Pesticide Regulation
Pesticide Use Reporting Agreement	Cal EPA, Department of Pesticide Regulation
Structural Fumigation Enforcement Agmnt	Cal EPA, Department of Pesticide Regulation
Small Hive Beetle (SHB)	California Bee Breeder's Association (CBBA)
Agricultural Products Certification	Private Contractors
Rice Pesticide Water Monitoring	California Rice Commission (CRC)
Heavy Capacity Weight Truck Agmnt	
-Weights & Measures-	County of Nevada
Annual Work Plan for	United States Dept of Agriculture Animal & Plant Health
Wildlife Serves (APHIS-WS)	Inspection Service Wildlife Srvcs (USDA APHIS -WS)

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

AYES:

NOES:

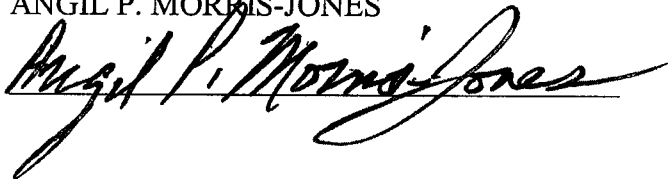
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



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The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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



133-11

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

Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

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

DATE: March 22, 2011

SUBJECT: Memorandum of Understanding (MOU) between the Yuba County Health and Human Services Department and the Sierra-Sacramento Valley Emergency Medical Services Agency (S-SV EMS) for the fiscal administration of Hospital Preparedness Program (HPP) funds

RECOMMENDATION: Board of Supervisors approval of the MOU between the Health and Human Services Department and S-SV EMS for the provision of fiscal administrative services of HPP funds is recommended.

BACKGROUND: The California Department of Public Health makes HPP funds available to county health departments to administer on behalf of local hospitals and supporting health care systems to provide funding for disaster preparedness. S-SV EMS is a Joint Powers Agency established by and between the Counties of Nevada, Placer, Sutter, Yolo, and Yuba to act as the local emergency medical services agency for its member counties. S-SV EMS has the experience and expertise to provide the fiscal administration of HPP funds for its member counties.

DISCUSSION: This MOU will authorize the S-SV EMS Agency to apply for and administer HPP funds for the Public Health Division of the Health and Human Services Department for Yuba County's local hospitals and supporting health care systems. Approval of this MOU will allow S-SV EMS Agency to apply for Yuba County's HPP funds and administer these funds to provide disaster preparation for the local hospitals and supporting health care systems of Yuba County.

FISCAL IMPACT: Approval of this MOU will not impact County Funds. The HPP grant does not require County Match. The HPP grant will compensate the S-SV EMS Agency for its provision of fiscal administration of HPP grant funds.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND
SIERRA-SACRAMENTO VALLEY EMS AGENCY**

This Memorandum of Understanding (hereafter "MOU") is effective as of July 1, 2010, by and between the County of Yuba hereafter, "COUNTY" on behalf of its Health and Human Services Department, (hereafter "YCHHSD") and Sierra-Sacramento Valley EMS Agency (hereafter "S-SV EMS").

The purpose of this MOU is to provide fiscal administration services for Hospital Preparedness Program funds in order to upgrade the preparedness of hospital and supporting health care systems of the County of Yuba to deliver coordinated and effective care to victims of terrorism and other public health emergencies.

RECITALS

WHEREAS,

- A. YCHHSD is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- B. S-SV EMS is a Joint Powers Agency established by the Joint Powers Agreement of February 11, 1992 by and between the Counties of Nevada, Placer, Sutter, Yolo, and Yuba to perform the duties and responsibilities of a local emergency medical services agency for the member counties; and
- C. Pursuant to the *Revised Continuing Appropriations Resolution, 2007 (Public Law 110-5)*, the California Department of Public Health (CDPH) makes Hospital Preparedness Program (HPP) funds available to county health departments; and
- D. YCHHSD, through its Public Health Division, is responsible for the administration of HPP funds to provide funding to the local hospitals and supporting health care systems of Yuba County for bioterrorism preparedness; and
- E. S-SV EMS has the experience and the expertise to provide fiscal administration services and has agreed to act as the fiscal agent on behalf of YCHHSD for its HPP funds.

THEREFORE, YCHHSD and S-SV EMS hereto mutually agree as follows:

1. TERM

The initial Term of this Agreement shall be from July 1, 2010 through June 30, 2011 to cover the grant period for the HPP federal grant. Said Agreement shall thereafter be automatically renewed from year to year without further action by either party unless terminated as stated or specified below.

2. DESIGNATED REPRESENTATIVES

Suzanne Nobles, Director of Yuba County Health and Human Services Department, is the representative of YCHHSD and will administer this Agreement for YCHHSD. Victoria Pinette, Regional Executive Director, is the authorized representative for S-SV EMS. Changes in designated representatives shall occur only by advance written notice to the other party.

3. S-SV EMS DUTIES AND RESPONSIBILITIES. **S-SV EMS SHALL:**

- A. Act as fiscal agent for YCHHSD for its HPP grant funds. In this capacity, S-SV EMS shall:
 - (1) Meet with representatives of YCHHSD and participating local service providers to identify current health care preparedness needs and establish the annual budget for HPP grant funds, and
 - (2) Apply annually to the California Department of Public Health (CDPH) for YCHHSD's HPP grant funds in accordance with the bioterrorism preparedness needs identified and the budget established in collaboration with the representatives of YCHHSD and its participating local service providers and provide YCHHSD with a copy of each fully executed HPP Funding Agreement entered into on behalf of YCHHSD; and
 - (3) Carry out activities to upgrade the County of Yuba's local preparedness for and response to outbreaks of infectious disease and other public health threats and emergencies, in accordance with the HPP Funding Agreement including , but not limited to: making approved expenditures, submitting invoices, and compiling and submitting required reports.
- B. Provide personnel to act as the HPP Coordinator in meeting with representatives of YCHHSD and its participating local service providers and in facilitating and carrying out the activities specified by the HPP Funding Agreement.

- C. S-SV EMS shall, at their sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing its services pursuant to this MOU.

4. YCHHSD OBLIGATIONS AND DUTIES.

YCHHSD SHALL:

- A. Meet with S-SV EMS or its HPP Coordinator, along with representatives from local service providers, on a regular basis as agreed upon by all parties, in order to identify current health care preparedness needs, establish an annual HPP grant budget, and carry out the activities as specified for the HPP grant funds.
- B. Ensure a Hospital Preparedness Program Funding Memorandum of Understanding, (Attachment A), is completed by each local provider receiving HPP grant funds and that a copy of each executed form is forwarded to S-SV EMS or its HPP Coordinator.

5. FISCAL PROVISIONS

- A. As fiscal agent for YCHHSD for its HPP grant funds, S-SV EMS agrees to purchase the equipment and supplies selected by YCHHSD and its local service providers, in compliance with the HPP funding agreement, plan, and budget approved by CDPH.
- B. As compensation for its provision of fiscal administrative services, S-SV EMS shall be awarded administrative fees through each HPP grant applied for and administered under the terms of this MOU. Said administrative fees shall be specified in the HPP grant budget as "Fiscal Agent Administrative Fee" and shall not exceed 15 percent of the purchases to be made by S-SV EMS, as identified in the HPP grant as "Fiscal Agent Purchases".
- C. S-SV EMS shall establish, maintain, and keep adequate, consistent, and accurate fiscal documentation to ensure and demonstrate that expenditures made under the terms of this MOU are in accordance and as specified by the HPP funding plan and budget approved by CDPH. S-SV EMS shall retain such records for a minimum of three (3) years from the date of final payment from HPP grant funds or until all pending State, Federal and County audits are completed, whichever is later.
- D. Within sixty (60) days of the end of each HPP grant funding period, S-SV EMS shall provide YCHHSD with a detailed summary of the expenditure of HPP grant funds, including an inventory of supplies and equipment purchases made during the preceding HPP grant funding period.

6. INSURANCE PROVISIONS

A. S-SV EMS shall procure and maintain for the duration of this MOU contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the S-SV EMS, its consultants, its agents, representatives, or employees.

B. Minimum Scope of Insurance

B.1 Coverage should be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01)
- Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Errors & Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance

C.1 Consultant shall maintain limits no less than:

- | | | |
|---|--|--|
| 1. General Liability:
(including operations
products and completed
operations, as applicable.) | \$1,000,000 | 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. Employer's Liability: | \$1,000,000 | each accident, \$1,000,000 policy limit
bodily by disease, \$1,000,000 each
employee bodily injury by disease |
| 5. Errors & Omissions
Liability: | \$1,000,000 | per occurrence |

D. Deductibles and Self-Insured Retentions

- D.1 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 S-SV EMS shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration and defense expenses

E. Other Insurance Provisions

- E.1 The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- The County, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased or borrowed by the Consultant.
- For any claims related to this project, S-SV EMS 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 S-SV EMS insurance and shall not contribute with it.
- 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.

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

- The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 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, S-SV EMS must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
- A copy of the claims reporting requirements must be submitted to the County for review.

- 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 the definition of "Pollution" shall include microbial matter including mold.

G. Acceptability of Insurers

G.1 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

H. Verification of Coverage

H.1 S-SV EMS shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms provided those endorsements conform to County requirements. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

I. Waiver of Subrogation

I.1 S-SV EMS hereby agrees to waive subrogation which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. S-SV EMS agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

I.2 The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the consultant, its employees, agents and subcontractors.

7. GENERAL PROVISIONS

A. This MOU constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter of this MOU.

- B. Both parties understand that this MOU is subject to the requirement of the HPP Funding Agreement between CDPH and S-SV EMS. If there is any conflict between this MOU and the Master Grant Agreement, the requirements of the Master Grant Agreement shall prevail.
- C. This MOU may be amended only by an instrument signed by both parties.
- D. This MOU may be terminated by either party upon thirty (30) days written notice.
- E. Both parties agree and understand that if the state Budget Act and/or other state statute of the current year and/or any subsequent years covered under this MOU does not appropriate sufficient funds for the Hospital Preparedness Program, this MOU shall be of no further force and effect. Additionally, this MOU is subject to any additional restrictions, limitations, or conditions imposed by the United States Government, which may affect the provisions, terms, or funding of this MOU in any manner.
- F. YCHHSD and/or its participating local providers shall select the equipment and supplies furnished pursuant to this MOU. It is understood that, except for manufacturers' warranties, if any, the equipment and supplies provided under this MOU are being provided "as is", and all other warranties, expressed or implied, are disclaimed.
- G. It is understood that the equipment and supplies furnished pursuant to this MOU are being procured through the use of federal funds and that YCHHSD and/or its participating local providers may not sell, transfer or otherwise dispose of any said equipment or supplies without prior approval by CDPH.
- H. Both parties warrant that they are knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place.
- I. S-SV EMS agrees that its performance, place of business and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County of Yuba, the State of California, and the United States government and that all information and records obtained in the course of providing services pursuant to this agreement shall be subject to confidentiality and disclosure provision of applicable Federal and State statutes and regulations.
- J. Each party agrees to indemnify, defend, and hold harmless the other party and its elected and appointed councils, boards, commissions, officers, director, trustees, employees, and agents from liability for damage or

claims for damage for personal injury, including death, as well as for property damage, which may arise out of or result from the intentional or negligent acts or omissions of the indemnifying party or any of its Employees or Agents in connection with this MOU.

- K. Both parties understand and agree that CDPH shall not be liable for any damages or loss resulting from: the use (or misuse) of equipment or supplies purchased under this MOU, the failure of any party to provide services pertaining to the equipment or supplies as prescribed by this MOU, or any defects in the equipments or supplies purchased under the terms of this MOU.
- L. Both parties shall comply with all applicable federal, State, and local laws and regulations. Such laws include, but are not limited to the following : Title VII of the Civil Rights Act of 1964 as amended, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973 (Section 503 and 504), the California Fair Employment and Housing Act (Government Code sections 12900 et seq.), and California Labor Code sections 1101 and 1102.
- M. Both parties will perform all work and services described in this MOU as independent contractors and not as officers, agents, servants or employees of the other. It is understood by both parties that this MOU is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or associations. Neither party shall have the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except by the written consent of the other party or as explicitly provided in this MOU.
- N. The parties may not assign any right or obligation pursuant to this MOU. Any attempted or purported assignment of any right or obligation pursuant to this MOU shall be void and of no legal effect.
- O. If any term, covenant, condition, or provision of this MOU 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.
- P. 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.

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. Notices shall be addressed as follows:

If to YCHHSD:

Yuba County
Health and Human Services
Suzanne Nobles, Director
5730 Packard Ave., Suite 100
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111

If to S-SV EMS:

Victoria Pinette
Regional Executive Director
Sierra-Sacramento Valley EMS Agency
5995 Pacific St.
Rocklin, CA 95677

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

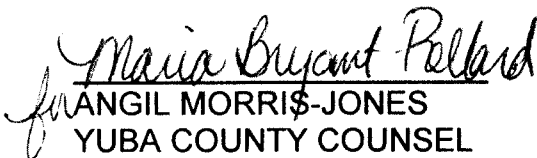
COUNTY OF YUBA

Chair (Date)
Yuba County Board of Supervisors

SIERRA-SACRAMENTO
VALLEY EMS AGENCY


Victoria Pinette (Date)
Regional Executive Director

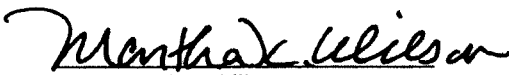
APPROVED AS TO FORM:


ANGIL MORRIS-JONES
YUBA COUNTY COUNSEL

ATTEST:

DONNA SOTTLEMEYER
YUBA COUNTY CLERK OF
THE BOARD

INSURANCE PROVISIONS
APPROVED


Martha K. Wilson
Risk Manager

ATTACHMENT A

HOSPITAL PREPAREDNESS PROGRAM GRANT FUNDING MEMORANDUM OF UNDERSTANDING

PROVIDER: Provider Name Here

MEMORANDUM OF UNDERSTANDING PERIOD: JULY 1, 2010 through JUNE 30, 2011

This memorandum of understanding is entered into by and between the Sierra-Sacramento Valley Emergency Medical Services Agency, hereinafter known as S-SV EMS, and Provider Name Here, hereinafter known as "HPP Provider."

Both parties agree as follows:

A. It is mutually agreed that:

1. The purpose of this memorandum of understanding, hereinafter known as MOU, is to facilitate the distribution and use of federal HHS Hospital Preparedness funds to community hospitals and others for the development of resources at the local level.
2. Funding for this contract is the responsibility of S-SV EMS. S-SV EMS is serving as contracting agent for the COUNTY NAME on behalf of its Health and Human Services Department, hereinafter known as LHD. Funding is contingent on availability of grant funding.
3. S-SV EMS retains state regulatory responsibilities for this program. The local HPP coordinator will provide guidance to HPP Provider regarding requirements of this MOU.
4. This MOU is part of a multiyear program and, therefore any unused funds for Fiscal Year 2010/2011 may be extended by the State into the Fiscal Year 2011/2012. This MOU will also serve as an instrument of agreement for this extended period, should an extension occur. Such amendments shall be in writing and duly executed by both parties.

B. HPP Provider agrees:

1. To expend all funds by June 30, 2011, in accordance with the budget submitted by the HPP Provider and so approved by the local planning group, under the direction of local HPP coordinator and S-SV EMS. This includes expending funds for equipment, supplies, consultants, salary reimbursements, and enrollment in approved education/exercises.
2. To provide reporting of actual expenditures by invoicing S-SV EMS, in the format provided by S-SV EMS. Reimbursement of expenditures will only be granted in the approved format given by S-SV EMS.

3. To meet all deliverables as outlined in the approved work plan and, upon request, to provide information to the local HPP coordinator and S-SV EMS related to the attainment of federal performance measures.
4. To seek approval from the local HPP coordinator and S-SV EMS for any changes necessary after the original budget has been submitted and approved.
5. To provide the name and contact number of a contact person to serve as a point of contact for the local HPP coordinator and S-SV EMS.
6. To provide quarterly grant progress reports on the forms provided by the local HPP coordinator and S-SV EMS, as required by the state.

C. S-SV EMS Agrees:

1. To provide guidance to the HPP Provider through the local HPP coordinator as to the budget and reporting requirements of the contract, including providing necessary forms for reporting.
2. To serve as a resource for information and assistance as needed.
3. To process reimbursement of the HPP Provider within 14 business days in single or multiple payments based on the approved budget and submittal of approved HPP Provider invoices.

SIGNATURES



Victoria Pinette, Regional Executive Director
Sierra-Sacramento Valley EMS Agency

4/28/11
Date

Authorized Official

Date

Printed Name: _____

Title: _____