

# BOARD OF SUPERVISORS

## AGENDA

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



Agenda materials are available at the Yuba County Government Center, 915 8<sup>th</sup> Street, the County Library, 303 Second Street, Marysville, and [www.co.yuba.ca.us](http://www.co.yuba.ca.us). Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

MAY 10, 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. **Auditor-Controller**
    1. Receive amended Treasurer's statement of assets for quarter ending December 31, 2010. (Continued from April 26, 2011) (165-11)
  - B. **Clerk-Recorder/Elections**
    1. Authorize Budget Transfer in the amount of \$133,000 from Account No. 101-0000-3671-88-01 (Elections Revenue) to Account No. 101-4800-415-28-00 Special Department Expense) to offset expenses associated with special election anticipated in 2011. (199-11)
  - C. **Sheriff-Coroner**
    1. Approve agreement with Yuba Sutter Mental Health for continued laundry services performed by Yuba County inmates and authorize the Chairman to execute same. (200-11)
    2. Approve a Memorandum of Understanding and a Letter of Understanding with BGE Yuba to provide supplemental law enforcement services at the Sleep Train Amphitheatre and authorize the Chairman to execute same. (201-11)
- IV. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.
- V. **COUNTY DEPARTMENTS**
  - A. **Sheriff-Coroner**
    1. Receive 2010 Annual Report and presentation. (Ten minute estimate) (202-11)

- VI. **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 confirming diagram and assessments within Gledhill Landscaping and Lighting District for Fiscal Year 2011/2012. (Five minute estimate) (203-11)
- B. Public Hearing - Hold public hearing and adopt resolution determining and imposing assessments within Linda Street Lighting Maintenance District for Fiscal Year 2011/2012. (Five minute estimate) (204-11)
- VII. **ITEM OF PUBLIC INTEREST**
- A. Provide direction regarding Proposed Final Yuba County General Plan 2030, release for public comment, and set Final Hearing for June 7, 2011. (60 minute estimate) (205-11)
- VIII. **CORRESPONDENCE** - (206-11)
- A. Letter from Assemblyman Jim Nielsen regarding funding for the California fair network.
- B. Schedule from State Board of Equalization for Taxpayers' Bill of Rights hearings.
- 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(a) - Labor Negotiations - DDA/DSA/MSA/YCEA/Unrepresented and County of Yuba
- B. Personnel pursuant to Government Code §54957 - Public Appointment/Instructions/Library Director
- C. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Agricultural Commissioner
- XI. **ADJOURN**

**2:00 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY - SPECIAL MEETING**

## COMMITTEE MEETINGS

**11:45 A.M. Human Services Committee** - (Supervisors Stocker and Vasquez - Alternate Supervisor Abe)

- A. Consider amendment to agreement with Yuba Community College for services for the Independent Living Program for the term of July 1, 2010 through June 30, 2011 - Health and Human Services (Ten minute estimate) (207-11)
- B. Consider resolution establishing Yuba County's commitment to improving our citizens' health and wellness - Health and Human Services Department (Ten minute estimate) (208-11)

**05-10-2011 - 4:30 P.M. Wheatland City/County Liaison Committee CANCELLED**  
**Wheatland City Hall**  
**111 C Street**  
**Wheatland, California**

**05-13-2011 - 11:00 A.M. Olivehurst Public Utility District/County Liaison Committee**

**OPUD Board Room**

**1970 9th Avenue**

**Olivehurst, California 95961**

- A. Discuss the 2011 OPUD Fire Suppression Special Benefit Assessment; differences between 2011 and 2003 or commercial, government, and schools.
- B. Discuss Wheeler Ranch parcel east of Richard Doug Donahue Park; skate park, dog park, and parking.
- C. Other Reports
- D. Adjourn

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**

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*CONSENT*  
*AGENDA*

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INDEPENDENT ACCOUNTANT'S REPORT ON THE  
TREASURER'S STATEMENT OF ASSETS

To the Honorable  
Board of Supervisors  
County of Yuba  
Marysville, CA 95901

We have reviewed the accompanying Treasurer's Statement of Assets of the County of Yuba as of December 31, 2010 and for the quarter then ended , in accordance with California Government Code Section 26920(a) and Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in the Treasurer's Statement of Assets is the representation of the Treasurer-Tax Collector of the County of Yuba.

A review consists principally of inquiries of departmental personnel and analytical procedures applied to the financial data. It is substantially less in scope than an audit in accordance with auditing standards generally accepted in the United States of America, the objective of which is the expression of an opinion regarding the Treasurer's Statement of Assets. Accordingly, we do not express such an opinion.

Based on our review, are not aware of any material modifications that should be made to the accompanying Treasurer's Statement of Assets in order for it to be in conformity with accounting principles generally accepted in the United States of America.

*Yuba County Auditor Controller*

March 15, 2011

cc: Dan Mierzwa, Treasurer-Tax Collector  
Robert Bendorf, County Administrator

Amended

COUNTY OF YUBA  
TREASURER'S STATEMENT OF ASSETS  
FOR THE QUARTER ENDED DECEMBER 31, 2010

	BOOK VALUE
Cash on Hand	\$ 31,640
Deposits with Financial Institutions:	
U.S. Bank	\$ 3,415,705
Investments:	
CAMP Operating Account	4,750,000
Local Agency Investment Fund	50,000,000
Union Bank Money Market	-
State Municipal Investments	10,074,600
Negotiable Certificates of Deposit	25,000,000
Federal Agency Issues	117,400,814
Commercial Paper	-
Medium Term Corporate Notes	79,311,859
Local Agency Investment Bond	100,000
Total Pool Portfolio	\$ 286,637,273
Bonds	
Black Rock Tobacco Securitization	3,146,816
Yuba County Community College CAMP	40,869,671
Marysville Joint USD CAMP	7,175,333
Yuba County Water Agency Special Investments	16,586,414
Total Bonds:	\$ 67,778,234
Yuba Levee Financing Authority	
Federal Agency Issues	19,490,467
Medium Term Corp. & Municipal Notes	7,037,300
U.S. Bank Sweep Account	1,802,857
YLFA CAMP	844,175
Total Yuba Levee Financing Authority Portfolio	\$ 29,174,799
Grand Total, All Cash and Investments:	\$ 387,037,651



# The County of Yuba

## ELECTIONS DIVISION

915 8<sup>th</sup> STREET, SUITE 107 - MARYSVILLE, CA 95901-5273



199-11

Ms. Terry A. Hansen

(530) 749-7855

**TO:** Board of Supervisors

**FROM:** Terry A. Hansen, Clerk/Recorder – Registrar of Voters *Terry A. Hansen*

**SUBJECT:** Authorize Budget Transfer in the Amount of \$133,000

**DATE:** April 27, 2011

### Recommendation:

Authorize Revenue Increase in the amount of \$133,000 to Account 101-0000-371-8801 (Elections Revenue) and increase line item Account 101-0800-415-2800 (Special Department Expense) in the same amount.

### Background & Discussion:

Additional revenue was received from the State of California for reimbursement of costs associated with the May 2009 Special Election. Additional revenue was also received from special districts for reimbursement of costs associated with the November 2010 General Election.

Additional revenue is being captured to offset expenses associated with a special election anticipated in 2011.

### Committee Action:

Routine, not required.

### Fiscal Impact:

Positive impact to the general fund in the amount of \$133,000.

Attachment: Request for Transfer or Revision of Appropriation, Estimated Revenue or Funds

WHITE - AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. \_\_\_\_\_

*DeSella*

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

DATE: APRIL 27 20 11

DEPARTMENT ELECTIONS

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 11

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-0000-371-8801		133,000

ACCOUNT NO.	NAME	AMOUNT
101-0800-415-2800		133,000
SPECIAL DEPT EXP		

**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:

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR:

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

# Yuba County Sheriff's Department

*Steven L. Durfor, Sheriff - Coroner*

200-11

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

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

MAY 10, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER



RE: AGREEMENT BETWEEN THE COUNTY OF YUBA AND YUBA-SUTTER  
MENTAL HEALTH SERVICES

## **RECOMMENDATION:**

Approve the agreement with Yuba-Sutter Mental Health Services to continue to provide laundry services performed by Yuba County Inmates.

## **BACKGROUND:**

For the past seventeen years, the Yuba-Sutter Mental Health Services has contracted with the Yuba County Sheriff's Department for laundry services provided by Yuba County Inmates. The purpose of the new agreement is to allow for an increase in the service rates, reflecting current inflationary costs.

## **DISCUSSION:**

This is a continuation of an agreement that has been beneficial to both agencies. The new agreement will extend services for an additional three (3) years, expiring on June 30, 2014.

## **FISCAL IMPACT:**

None. The County of Yuba will be fully reimbursed by Yuba-Sutter Mental Health Services for services provided.

## **COMMTTEE ACTION:**

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

## **AGREEMENT**

This Agreement, effective July 1, 2011, is made and entered into by and between the Sutter-Yuba Mental Health Services, hereinafter referred to as "Mental Health", and the Yuba County Sheriff Department (hereinafter referred to as "Contractor"), whose business address is 215 Fifth Street, Marysville, California 95901.

For valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**1. TERM:** It is the intention of the parties that between the period of July 1, 2011 and June 30, 2014, Contractor will provide laundry services to Mental Health as described in Exhibit A, (see attached).

**2. SERVICE DESCRIPTION:** Services under this Agreement shall commence on July 1, 2011 and shall terminate on June 30, 2014. If the Contractor continues to provide services after the termination date of this Agreement, such services shall be provided under the same terms and conditions of this Agreement until replaced by a subsequent Agreement or amendment to this Agreement, or until this Agreement is terminated pursuant to paragraph 4.

**3. CLAIM FOR SERVICES:** Contractor shall provide Mental Health with an itemized statement for services rendered. Mental Health will render payment to Contractor within thirty days of submission of such itemized statement providing it includes dates and a description of the services rendered, and the total amount charged (itemized on an hourly or by charges for specific services). Mental Health shall pay to Contractor for services rendered during this Agreement up to an annual maximum amount not to exceed:

**Fiscal Year 2011-2012**

**Eighteen Thousand Two Hundred Sixty and NO/100 Dollars  
(\$18,260.00)**

**Fiscal Year 2012-2013**

**Eighteen Thousand Eight Hundred Eight and NO/100 Dollars  
(\$18,808.00)**

**Fiscal Year 2013-2014**

**Nineteen Thousand Three Hundred Seventy Two and NO/100 Dollars  
(\$19,372)**

**4. TERMINATION:** Notwithstanding the provisions of paragraph 2 above, this Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party.

**5. TOOLS AND INSTRUMENTS:** The Contractor shall supply all tools and instruments required to perform assigned duties under this Agreement.

**6. ENTIRE AGREEMENT:** This agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor and contains all the covenants and agreement between the parties with respect to the rendering of such services in any manner whatsoever.

**7. ASSIGNMENT OF AGREEMENT:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of both parties.

**8. AMENDMENTS:** This agreement may be modified at any time only by a written agreement executed by all of the then parties to this Agreement.

**9. WAIVER:** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition. No waiver shall be binding unless executed in writing by the party making the waiver.

**10. GOVERNING LAW:** This Agreement has been finally executed and delivered in the State of California and all matters affecting its validity and construction shall be determined according to the laws of that state.

**11. INDEMNIFICATION:**

(a) Contractor shall indemnify, defend, and hold harmless Mental Health, Sutter County and Yuba County and their officers, employees, and agents against all liabilities, claims, demands, damages and costs (including attorneys' fees and litigation costs) that arise in any way from Contractor's acts or omissions while performing under this agreement. Contractor's obligations under this section include, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including Mental Health's, Counties' and Contractor's officers, employees and agents) and from damage to or destruction of any property (including Mental Health's, Counties' and Contractor's real and personal property).

(b) Sutter-Yuba Mental Health shall indemnify, defend and hold harmless Contractor and their officers, employees and agents against all liabilities, claims, demands, damages and costs (including attorneys' fees and litigation costs) that arise in any way from Mental Health's acts or omissions while performing under this agreement. Mental Health's obligations under this section include, but are not limited to liabilities, claims, demands, damages and costs arising from injury to or death of any persons (including Mental Health's, Counties' and Contractor's officers, employees, and agents)

and from damage to or destruction of any property (including Mental Health's, Counties and Contractor's real or personal property).

**12. AUDIT:** The following audit requirements apply from the effective date of this agreement until three years after Mental Health's final payment under this agreement:

(a) Contractor shall allow Mental Health's authorized representatives to inspect, audit, and copy Contractor's records as needed to evaluate and to verify any invoices, payments, and claims that Contractor submits to Mental Health in connection with this agreement. "Record " includes but is not limited to correspondence, accounting records, subcontract files, and any other supporting evidence relevant to the invoices, payments or claims.

(b) Mental Health and Contractor shall be subject to the examination and audit of the State Auditor, at the request of Mental Health or as part of any audit of Mental Health. Such examinations and audits shall be confined to matters connected with the performance of this agreement, including but not limited to administrative costs.

This section shall survive the expiration or termination of this agreement.

**13. INDEPENDENT CONTRACTOR:**

(a) It is specifically agreed that Contractor, and its employees, is an independent contractor and not subject to the direction and control of Mental Health, except as to final result or as otherwise specified in this Agreement. Contractor agrees to indemnify and hold Mental Health harmless from any liability which it may incur to the Federal or State Governments as a consequence of this Agreement. Contractor shall be solely responsible to pay all required taxes and obligations, including but not limited to, worker's compensation, liability insurance (including professional liability insurance), benefits of every kind, including social security and withholding taxes. Contractor, or its employees, shall not have any claim under this agreement against Mental Health, the Counties of Sutter and Yuba, their officers, agents or employees, for vacation pay, sick leave, retirement benefits, social security, workers compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

(b) All films, booklets, pamphlets or similar informational material on Mental Health services for which Contractor has received payment from Mental Health shall contain a statement that Contractor is a contract provider of Services under the Mental Health Program operated by the County.

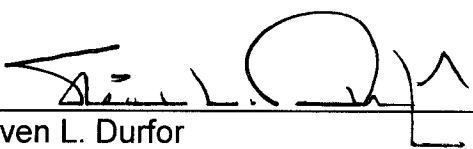
**14. PRIOR APPROVAL REQUIRED:** Notwithstanding any provision of this Agreement, this Agreement shall not be effective until such time as the Sutter and Yuba Boards of Supervisors adopt a budget appropriation to cover the cost of Services to be provided.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates of their signatures.

SUTTER-YUBA MENTAL HEALTH SERVICES

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brad Luz, Ph.D.  
Assistant Director Human Services Mental Health

YUBA COUNTY SHERIFF DEPARTMENT

By:  \_\_\_\_\_ Date: 04/25/11  
Steven L. Durfor  
Yuba County Sheriff/Coroner

SUTTER COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
Donna Johnston  
Clerk

\_\_\_\_\_  
Ronald S. Erikson  
County Counsel

YUBA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair

ATTEST

APPROVED AS TO FORM

\_\_\_\_\_  
Donna Stottlemeyer  
Clerk

 \_\_\_\_\_  
Angil Morris Jones  
County Counsel

## **ATTACHMENT 'A'**

1. The Contractor will provide laundry service to Sutter-Yuba Mental Health Services.
2. The laundry operation will be supervised by Contractor's staff and work performed by Yuba County Jail Inmates.
3. The Contractor's staff will pick up and deliver Mental Health laundry three (3) times per week.
4. The soiled Mental Health laundry will be counted, washed, dried, folded, recounted and bagged.
5. The Contractor's staff will insure laundry workers maintain sanitary practices when handling Mental Health laundry. Laundry workers will wear gloves and insure that no other laundry is in the area when Mental Health laundry is being processed. Clean laundry will be bagged and laundry carts will be cleaned with disinfectant after each use.
6. The Contractor shall be compensated for performance at an annual amount not to exceed:

### **Fiscal Year 2011-2012**

**Eighteen Thousand Two Hundred Sixty and NO/100 Dollars  
(\$18,260.00)**

### **Fiscal Year 2012-2013**

**Eighteen Thousand Eight Hundred Eight and NO/100 Dollars  
(\$18,808.00)**

### **Fiscal Year 2013-2014**

**Nineteen Thousand Three Hundred Seventy Two and NO/100 Dollars  
(\$19,372)**



# **Yuba County Sheriff's Department**

***Steven L. Durfor, Sheriff - Coroner***

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

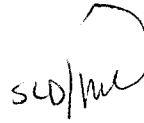
***Ph: 530-749-7777 • Fax: 530-741-6445***

201-11

MAY 10, 2011

TO: YUBA COUNTY BOARD OF SUPERVISOR'S

FR: STEVEN L. DURFOR, SHERIFF-CORONER



RE: MEMORANDUM OF UNDERSTANDING AND LETTER OF AGREEMENT  
WITH SLEEP TRAIN AMPHITHEATRE (BGE YUBA, LLC)

## **RECOMMENDATION:**

Approve the Memorandum of Understanding and the Letter of Understanding between the County of Yuba and BGE Yuba, to provide supplemental law enforcement services at the Sleep Train Amphitheatre.

## **BACKGROUND:**

The Sheriff's Department has negotiated the attached Memorandum of Understanding with BGE Yuba for supplemental law enforcement services at the Sleep Train Amphitheatre. Sheriff's Department personnel will provide general law enforcement services, as well as assist the California Highway Patrol with traffic related duties. The contract will guarantee full salary reimbursement, at an overtime rate, to the County of Yuba for all Sheriff's Department personnel assigned to work at the venue.

## **DISCUSSION:**

This is the twelfth year that this agreement will be in effect. The Memorandum of Understanding and Letter of Understanding covers the period of January 1, 2011 through December 31, 2011.

## **FISCAL IMPACT:**

There is no fiscal impact to the General Fund. The County of Yuba will be fully reimbursed by BGE Yuba for services provided by the Sheriff's Department.

## **COMMITTEE ACTION:**

None. This agreement is a routine item submitted on an annual basis.

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## **Memorandum of Understanding**

This Memorandum of Understanding (hereafter "MOU") is effective for one year (January 1, 2011, through December 31, 2011), by and between the County of Yuba (hereafter "County") on behalf of its Sheriff's Department (hereafter "Sheriff's Department") and BGE Yuba LLC, d/b/a Sleep Train Amphitheatre (hereafter "BGE Yuba").

### **Recitals**

WHEREAS, BGE Yuba requires the special services of the Sheriff's Department for concerts held at the Sleep Train Amphitheatre (hereafter "Amphitheatre"); and

WHEREAS, Government Code section 53069.8(a) provides that the Yuba County Board of Supervisors may contract on behalf of the Sheriff to provide supplemental law enforcement services to private individuals or private entities to preserve the peace at special events or occurrences that happen on an occasional basis; and

WHEREAS, concerts held at the Sleep Train Amphitheatre are such a special event; and

WHEREAS, the provision of supplemental law enforcement services shall not reduce the normal and regular ongoing service that the Sheriff's Department provides to the citizens of Yuba County;

NOW, THEREFORE, the parties hereto agree as follows:

#### **1. Term**

The term of this MOU, as stated above, is for January 1, 2011, through December 31, 2011. Either party may terminate this MOU prior to that date by providing a written notice of termination to the other party no less than thirty (30) days in advance.

#### **2. Staffing**

BGE Yuba agrees to use law enforcement personnel from the Sheriff's Department at every concert produced by BGE Yuba at the Sleep Train Amphitheatre. If BGE Yuba contracts with another entity to produce or sponsor a concert at the Amphitheatre, BGE Yuba shall guarantee the full terms of the approved security plan, traffic management plan, and this MOU are met and complied with by that entity. BGE Yuba agrees to specifically reference this MOU in any and all contracts it makes with another entity or other entities and to fully incorporate this MOU therein.

Should BGE Yuba sponsor, book, and/or promote an event other than a concert at the Amphitheatre, BGE Yuba agrees to notify the Sheriff's Department at least ten (10) days in advance. If BGE Yuba and the Sheriff's Department mutually agree supplemental law enforcement services is needed, they shall agree on the staffing level pursuant to the conditions

set forth in this MOU. The same holds true should an entity other than BGE Yuba sponsor, book, and/or promote an event at the Amphitheatre.

The Sheriff's Department will provide personnel for general law enforcement and traffic related duties.

The Sheriff's Department will assign a minimum of four (4) Deputy Sheriffs and two (2) supervisors (liaisons) at every concert sponsored by BGE Yuba or any other entity producing or sponsoring a concert at the Amphitheatre. Additional staffing will be assigned with the mutual agreement of the Sheriff's Department and BGE Yuba. Should the Sheriff's Department and BGE Yuba mutually agree on less than the minimal staffing requirements as stated above, BGE Yuba shall only be obligated to pay for the number of Sheriff's Department personnel actually provided.

Supervisors from the Sheriff's Department are responsible for supervising Sheriff's Department personnel and will act as liaisons to BGE Yuba personnel.

The Sheriff's Department will use Captains, Lieutenants and Sergeants (as determined in the Sheriff's sole discretion) to staff supervisory positions. Deputy Sheriffs and Reserve Deputy Sheriffs will be used to staff non-supervisory positions. Community Service Officers may be used to staff traffic control positions only. Captains, Lieutenants and Sergeants may be used to staff non-supervisory positions with the mutual consent of both the Sheriff's Department and BGE Yuba.

One Communications Clerk (Dispatcher) will be assigned to every concert in which eight (8) or more Deputy Sheriffs are scheduled to work. The Communications Clerk will be assigned to the Sheriff's Department's Communications Center and is responsible for processing calls for service and law enforcement radio traffic related to the Amphitheatre.

One Deputy Sheriff I will be assigned to work in the Yuba County Jail for any concert in which (8) or more Deputy Sheriffs are scheduled to work the event. This Deputy Sheriff I is responsible for the receiving, booking, and general processing of prisoners brought to jail as a result of the concert.

The Sheriff's Department and BGE Yuba will continuously meet and confer on law enforcement staffing levels for each concert. The number of Sheriff's Department personnel used will be based on, but not limited to, the number of patrons, crowd behavior, and the history of similar events at this and other venues. If a mutual agreement cannot be reached on staffing levels, the final decision will rest with the Sheriff.

### **3. Undercover Operations**

The Sheriff's Department and BGE Yuba agree to meet and confer on the need for undercover operations at certain events. The decision to use undercover personnel shall be a mutual one.

BGE Yuba will pay for all personnel costs associated with undercover operations BGE Yuba and the Sheriff's Department have mutually agreed to.

#### **4. Reimbursement for Services**

BGE Yuba agrees to compensate the Sheriff's Department for actual personnel costs incurred. The Sheriff's Department agrees to bill BGE Yuba for the actual time assigned to the event. This may include pre-event briefings. These personnel costs are as follows:

a. Captain	\$550.00/concert
b. Lieutenant	\$67.00/hour
c. Sergeant	\$56.00/hour
d. Deputy Sheriff III	\$46.00/hour
e. Deputy Sheriff II	\$47.00/hour
f. Deputy Sheriff I	\$38.00/hour
g. Communications Dispatcher	\$41.00/hour
h. Community Services Officer	\$37.00/hour
i. Reserve Deputy Sheriff	\$27.00/hour

The Sheriff's Department agrees to bill BGE Yuba only for time assigned to the Amphitheatre. This includes pre-event briefings.

The Sheriff's Department will charge BGE Yuba one-hundred and fifty dollars (\$150.00) per concert to off-set administrative costs associated with the Amphitheatre.

The Sheriff's Department will not charge BGE Yuba for the cost of booking prisoners into the Yuba County Jail.

The Sheriff's Department will not charge BGE Yuba for the use of department owned equipment.

The Sheriff's Department will not charge BGE Yuba for costs associated with responses for mutual aid assistance from outside agencies. "Mutual Aid" is defined as the emergency response of on-duty law enforcement personnel from any agency other than the Yuba County Sheriff's Department.

If the Sheriff's Department and BGE Yuba mutually agree to use law enforcement personnel from another law enforcement agency to supplement staffing levels, BGE Yuba must make separate and direct payment to that other agency for services received. This does not apply to emergency mutual aid responses.

The Sheriff's Department will submit a detailed invoice to BGE Yuba on a monthly basis for services provided pursuant to this MOU. BGE Yuba agrees to pay all bills in full no later than thirty (30) days after receiving the bill. The Sheriff's Department agrees to provide BGE Yuba with a written invoice at the conclusion of each concert. This invoice will estimate costs for

Sheriff's Department personnel for that event. The Sheriff's Department agrees to make any necessary adjustments to the written invoice in the subsequent monthly invoice.

#### **5. Pedestrian and Traffic Devices**

BGE Yuba agrees to provide, at their cost, all control devices (i.e., signs, cones, barricades, fencing, lighting, etc.) designed for the use of crowd control and/or traffic control. The type of devices and their placement shall be determined by the approved traffic management plan. Any modifications in the type or placement of such devices will only be made with the mutual consent of BGE Yuba, the Yuba County Sheriff's Department and the California Highway Patrol.

#### **6. Insurance and Indemnification**

The County of Yuba is self-insured.

The Yuba County Sheriff's Department shall, to the fullest extent permitted by law and at its own cost and expense, defend, indemnify, and hold BGE Yuba, its parents, affiliated and related companies and their partners, directors, officers, employees, servants, representatives and agents harmless from and against any and all claims, loss (including attorney's fees, witness' fees, and all court costs), damages, expenses, and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property to the extent arising out of any negligent act of the Yuba County Sheriff's Department or its agents, employees, appointees, or designees which act was performed in the fulfillment of this MOU.

BGE Yuba shall, to the fullest extent permitted by law and at its own expense, defend, indemnify and hold the County of Yuba and the Yuba County Sheriff's Department, their agents, employees, appointees, and designees harmless from and against any and all claims, loss (including attorney's fees, witness' fees and all court costs), damages, expenses and liability resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or willful misconduct act by BGE Yuba, its parents, affiliates and related companies and their partners, directors, officers, employees, servants, representatives and agents which act was performed in the fulfillment of this MOU.

BGE Yuba shall provide proof of general liability insurance in the face amount of at least two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall be twice the required occurrence limit the County of Yuba shall be named as an additional insured and with a carrier acceptable to the County of Yuba. BGE Yuba shall provide Worker's Compensation insurance as required by the State of California. BGE Yuba shall also maintain Employer's Liability in the amount of one million dollars (\$1,000,000) per each accident, one million dollars (\$1,000,000) policy limit bodily injury by disease, and one million dollars (\$1,000,000) each employee bodily injury by disease. Proof of insurance shall be provided to the County of Yuba.

**7. Authority**

All parties to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, estates, or firms represented and 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 MOU have been complied with fully.

**8. Amendments**

This MOU may be modified at any time only by written Amendment executed by all of the parties hereto.

**9. Construction**

This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

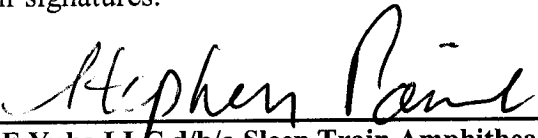
**10. Entire Agreement**

This MOU constitutes the entire agreement between the parties with respect to the subject matter and supercedes all prior and contemporaneous agreements and understandings of the parties.

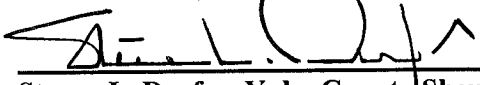
**11. Governing Law**

The laws of the State of California shall govern this MOU

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the dates of their signatures.

  
\_\_\_\_\_  
BGE Yuba LLC d/b/a Sleep Train Amphitheatre

4/25/2011  
\_\_\_\_\_  
Date

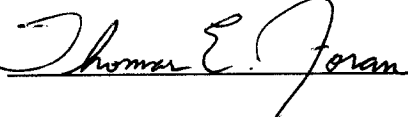
  
\_\_\_\_\_  
Steven L. Durfor, Yuba County Sheriff-Coroner  
Pursuant to Resolution No. \_\_\_\_\_

04/26/11  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Approved as to Form  
Angil Morris-Jones  
County Counsel

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

## Letter of Understanding

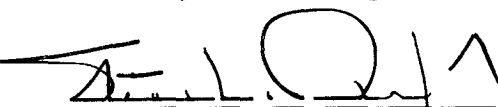
The Yuba County Sheriff's Department and the County of Yuba have negotiated a Memorandum of Understanding with BGE Yuba (Live Nation, Inc.) to provide supplemental law enforcement services at the Sleep Train Amphitheatre. This Memorandum of Understanding guarantees the County of Yuba is fully reimbursed for all personnel costs associated with the supplemental services provided by the Sheriff's Department at this venue.

During the previous eleven concert seasons, the Sheriff's Department utilized Sheriff's Captains as supervisors at the amphitheatre. The Sheriff's Department intends to do the same in 2011. Since Sheriff's Captains are exempt from overtime compensation, the County of Yuba agrees to pay Captains a premium of five-hundred and fifty dollars (\$550.00) for each concert worked. BGE Yuba agrees to fully reimburse the County of Yuba pursuant to their Memorandum of Understanding with the County.

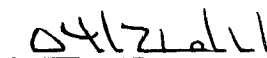
A similar arrangement exists with the use of Reserve Deputy Sheriffs at the amphitheatre. BGE Yuba agrees to reimburse the County of Yuba a rate of twenty-seven dollars (\$27.00) per hour for Reserve Deputy Sheriffs assigned to a concert at the amphitheatre. The County of Yuba agrees to pay Reserve Deputy Sheriffs twenty-seven dollars (\$27.00) per hour when assigned to the amphitheatre.

The terms of this Letter of Understanding are consistent with the terms used during the previous eleven concert seasons. The Letter of Understanding will commence on the dates of the signatures of the parties listed below. It will terminate on December 31, 2011. The County of Yuba agrees to negotiate the terms of this Letter of Understanding as part of the County of Yuba's negotiations with BGE Yuba on their Memorandum of Understanding.

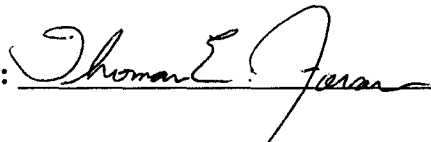
\_\_\_\_\_  
**Chairman**  
**Yuba County Board of Supervisors**

  
\_\_\_\_\_  
**Steven L. Durfor, Yuba County Sheriff-Coroner**  
**Yuba County Sheriff's Department**

\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Date**

**Approved as to Form**  
**Angil Morris-Jones**  
**County Counsel, County of Yuba**

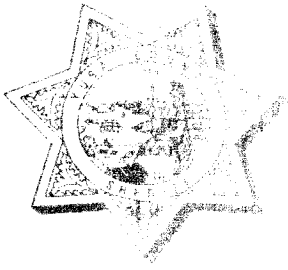
By: 





*COUNTY*  
*DEPARTMENTS*

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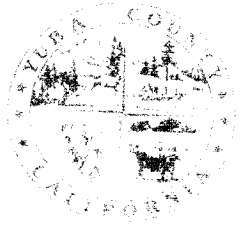


# Yuba County Sheriff's Department

*Steven L. Durfor, Sheriff - Coroner*

215 5th Street, Suite 150, Marysville, CA 95901  
Ph: 530-749-7777 • Fax: 530-741-6445

202-11



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

April 25, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER

RE: PRESENTATION OF THE YUBA COUNTY SHERIFF'S DEPARTMENT'S 2010  
ANNUAL REPORT

**RECOMMENDATION:**

Receive the Sheriff's Department's 2010 Annual Report and a brief presentation.

**BACKGROUND:**

This is the fourth consecutive Annual Report published by the Sheriff's Department after a 13 year lapse in providing such reports. The purpose of the report is to inform the Board and the public of statistical information and the programs and activities of their Sheriff's Department.

**DISCUSSION:**

There are a limited number of these reports available and as such, only eight copies of the document have been provided; however, the document is on file in the Clerk of the Board's office for review and will be available on the Sheriff's Department website.

**FISCAL IMPACT:**

None.

**COMMITTEE ACTION:**

Committee action is not required as this is an information item requiring no Board action.

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*ORDINANCES  
AND  
PUBLIC HEARINGS*

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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



**BUILDING**  
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**CODE ENFORCEMENT**  
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**ENVIRONMENTAL HEALTH • CUPA**  
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**HOUSING AND COMMUNITY SERVICES**  
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**PLANNING**  
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**PUBLIC WORKS • SURVEYOR**  
749-5420 • Fax 749-5424

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

**TO:** Yuba County Board of Supervisors

**FROM:** Michael Lee, Public Works Director 

**SUBJECT:** Gledhill Landscaping and Lighting District

**DATE:** May 10, 2011

### *Recommendation*

Approve the attached resolution confirming the diagram and assessments within the Gledhill Landscaping and Lighting District.

### *Background*

On April 12, 2011, your Board approved a resolution adopting the Engineer's Report and declaring an intention to levy and collect assessments within the District and established that a public hearing be held on May 10, 2011 at 9:30 a.m. in the Board of Supervisors Chambers.

### *Discussion*

The assessment, shown in the Engineer's Report, will provide revenue needed to operate the district for fiscal year 2011/2012. There has been no change in the assessment rate from last year's rate. There are 3,670 dwelling units that are assessed at \$13.20 for the total revenue of \$48,444.00 for the fiscal year 2011/2012. These funds are used to maintain landscaping, repair recreational equipment, improve existing irrigation, install new irrigation and landscaping, and other work required to operate the district.

### *Committee Action*

The Land Use & Public Works Committee was bypassed as this action is routine in nature and occurs annually.

### *Fiscal Impact*

No impact to the General Fund. Assessments collected are used to operate and maintain the District.

Attachment

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

RESOLUTION CONFIRMING THE )  
 DIAGRAM AND ASSESSMENTS WITHIN )  
 GLEDHILL LANDSCAPING AND LIGHTING )  
 DISTRICT )

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

**WHEREAS**, pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code, Division 15, Part 2, Section 22631) the Board of Supervisors shall adopt a resolution confirming the Diagram and Assessment for Gledhill Landscaping and Lighting District for fiscal year 2011/2012, and

**WHEREAS**, on April 12, 2011, the Board of Supervisors adopted a resolution declaring its intention to levy and collect assessments within Gledhill Landscaping and Lighting District and held a public hearing on said intention on May 10, 2011 in the Board of Supervisors Chambers, 915 Eighth Street, Marysville, California, and,

**WHEREAS**, said public hearing was held as ordered, and all interested parties and proponents were heard.

**NOW THEREFORE BE IN RESOLVED**, the Board of Supervisors hereby finds, declares and orders:

- 1) Pursuant to and in accordance with orders contained in the aforesaid Resolution, notice was duly published in the Appeal Democrat, a newspaper of general circulation published in Yuba County, one time pursuant to Government Code Section 6061.
- 2) A public hearing was held and ordered and said Board of Supervisors met to hear any protests or objections to the intention to levy and collect assessments at the aforesaid time and place.
- 3) At said public hearing all persons present were given an opportunity to hear and be heard with respect to any matter relative to intention to levy and collect assessments.
- 4) The diagram for the district is confirmed (Appendix A).
- 5) Order levy and collection of assessments for the maintenance, operation and improvements to all district parks for fiscal year 2011/2012.



**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:

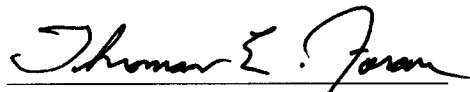
ABSTAIN:

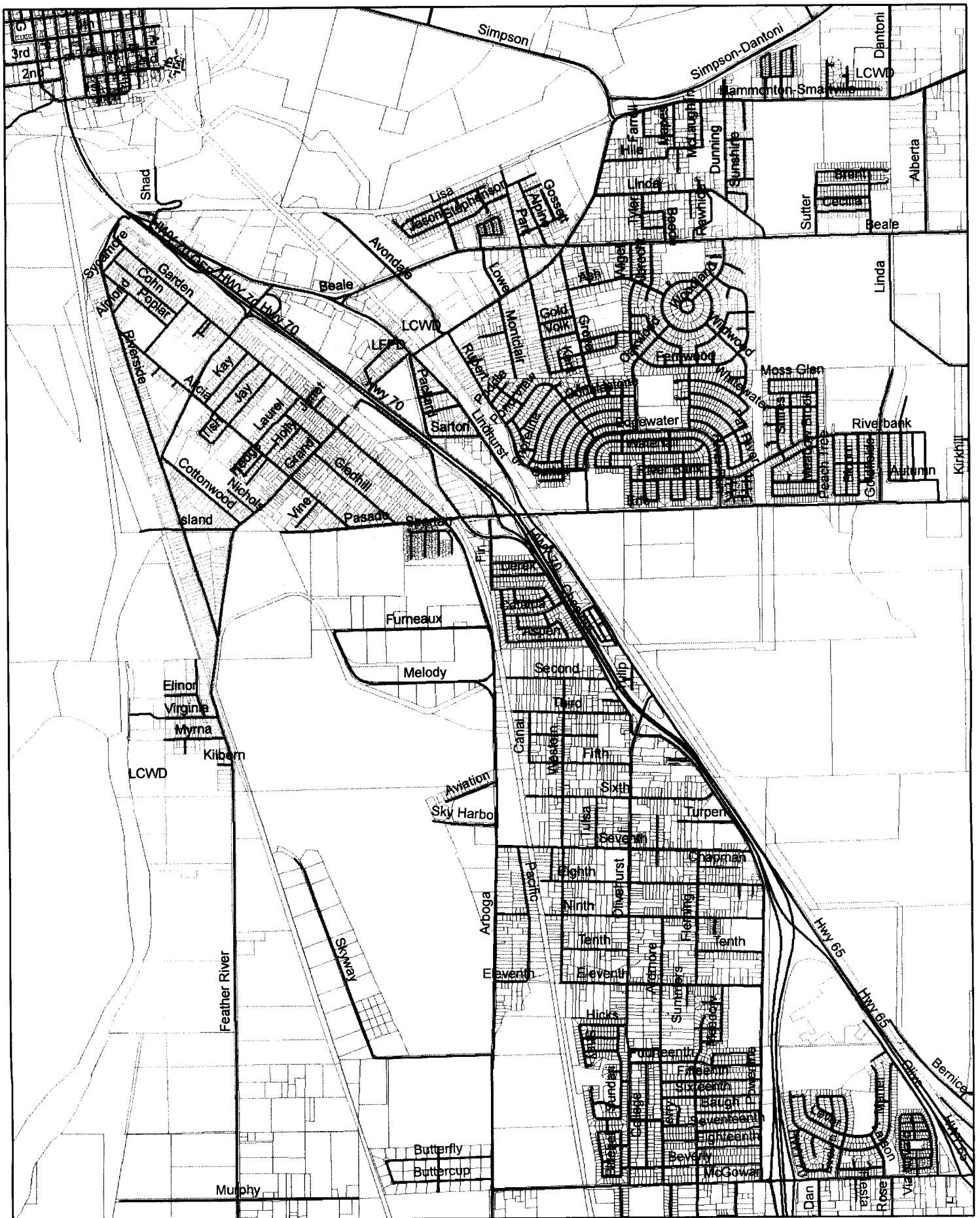
\_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

by: \_\_\_\_\_

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

  
\_\_\_\_\_



APPENDIX "A"

GLEDHILL LIGHTING & LANDSCAPING DISTRICT

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901

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

**TO:** Board of Supervisors

**FROM:** Michael Lee, Public Works Director

**SUBJECT:** Linda Street Lighting Maintenance District

**DATE:** May 10, 2011



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

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

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

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

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

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

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

### *Recommendation*

Adopt the attached Resolution determining and imposing assessments within the Linda Street Lighting Maintenance District for fiscal year 2011-2012.

### *Background*

The Linda Street Lighting Maintenance District was formed on August 7, 1967, pursuant to the Improvement Act of 1911 (Streets and Highways Code, Division 7, part 3, Chapter 26, commencing with section 5830). Annual assessments are imposed upon each parcel of real property within the district on the basis of the estimated benefit to the parcel in a cumulative amount sufficient to cover the annual expense of maintenance and operation of an electrical street lighting system owned, maintained and operated by Pacific Gas and Electric Company.

### *Discussion*

Streets and Highways Code section 5830.1 requires lighting maintenance assessments to be levied pursuant to Chapter 6.1 (commencing with Section 54703) of part 1 of Division 2 of Title 5 of the Government Code (The Benefit Assessment Act of 1982). Government Code section 54717, subdivision (c), authorizes the Board of Supervisors to annually determine the cost of the service, which is financed by the assessment and by ordinance or resolution, determine and impose the assessment.

The proposed assessment for fiscal year 2011-2012 is \$12 per unit, the same as for fiscal year 2010-2011. There are a total of 3,901 parcels that are assessed \$12.00 per parcel for the total revenue of \$46,812.00 for the fiscal year 2011-2012. These funds are used to maintain and operate the street lights.

### *Committee Action*

The Land Use & Public Works Committee was bypassed as this action is routine in nature and occurs annually.

### *Fiscal Impact*

No impact to the General Fund. Assessments collected are used to operate and maintain the District.

### *Attachment*

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

**RESOLUTION DETERMINING                    )**  
**AND IMPOSING ASSESSMENT                )**  
**WITHIN LINDA STREET LIGHTING         )**  
**MAINTENANCE DISTRICT                    )**

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

**WHEREAS**, Linda Street Lighting Maintenance district was formed on August 7, 1967, pursuant to the Improvement Act of 1911 (Streets and Highways Code, Division 7, Part 3, Chapter 26, commencing with section 5830); and

**WHEREAS**, subsequent to formation, annual assessments have been imposed upon each parcel of real property within the district on the basis of the estimated benefit to the parcel in a cumulative amount sufficient to cover the annual expense of maintenance and operation of an electrical street lighting system owned, maintained and operated by Pacific Gas and Electric Company; and

**WHEREAS**, the current \$12.00 per unit assessment was imposed on August 23, 1995; and

**WHEREAS**, Streets and Highways Code section 5830.1 requires lighting maintenance assessments to be levied pursuant to Chapter 6.1 (commencing with Section 54703) of Part 1 of division 2 of Title 5 of the Government Code (The Benefit Assessment Act of 1982). Government Code section 54715(a), authorizes the Board of Supervisors to determine and propose for adoption an annual assessment on each parcel of real property within the jurisdiction of the local agency, by ordinance or resolution, adopted after notice and public hearing.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Supervisors hereby:

1. Finds that the estimated cost of maintaining and operating the street lights within the Linda Street Lighting Maintenance District during fiscal year 2011-2012 is \$115,000.00.
2. Finds that the estimated benefit to each unit within the Linda Street Lighting Maintenance District for the ensuing fiscal year 2011-2012 is Twelve Dollars (\$12.00).
3. Hereby levies an assessment of Twelve Dollars (\$12.00) per unit on each parcel of real property within the Linda Street Lighting Maintenance District for the ensuing fiscal year.
4. The diagram for the district is confirmed (Appendix A).

**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:

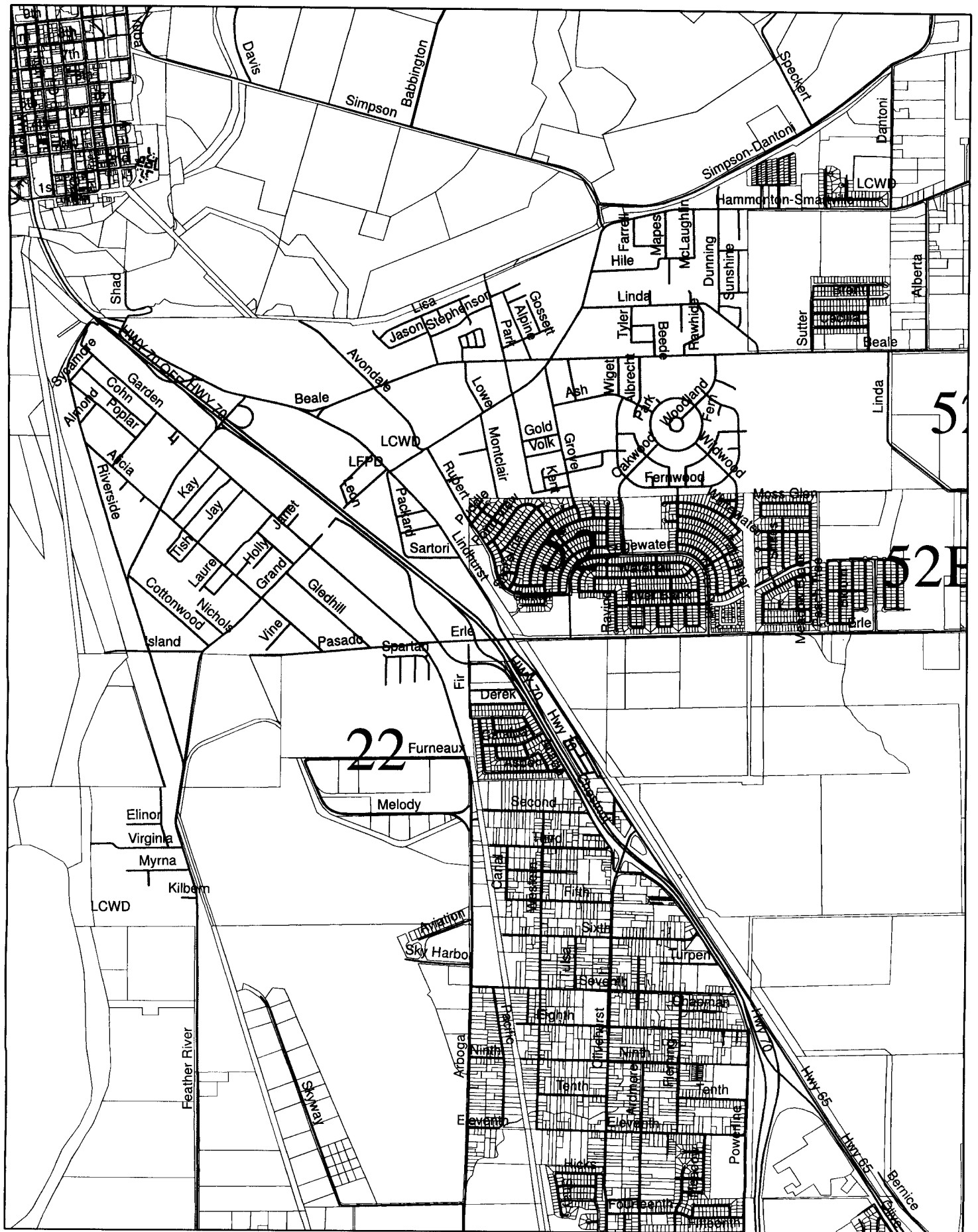
\_\_\_\_\_  
Chairman

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

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

  
\_\_\_\_\_



Text

# APPENDIX "A" LINDA LIGHTING DISTRICT



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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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

915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901

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



205-11

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

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

**TO:** Board of Supervisors

**FROM:** Wendy Hartman, Planning Director *WH*  
Dan Cucchi, Project Planner *DC*

**DATE:** May 10, 2011

**SUBJECT:** Proposed Final Yuba County General Plan 2030

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

### RECOMMENDATION

Provide direction regarding Proposed Final Yuba County General Plan 2030 (Final GP), release for public comment, and set Final Hearing for June 7, 2011.

### BACKGROUND

The Draft GP was released for public review on August 10, 2010. Since that time, staff has received a number of written and verbal comments on proposed changes to the Draft GP. A public hearing was held with the Board of Supervisors on February 9, 2011 to discuss staff's recommendations regarding changes to address the comments received and to receive direction on a list of policy issues. The meeting was continued to February 16, 2011 where staff was directed to prepare changes based on direction from the Board and return with proposed changes for the Board's consideration. Those changes were brought to the Board on March 21, 2011 and staff was directed to prepare some additional changes in preparation of a Proposed Final Yuba County General Plan 2030.

### DISCUSSION

Staff has prepared a redline-strikeout version of the Proposed Final GP to address the comments received consistent with direction from the Board (Attachment 1). Staff is requesting direction from the Board regarding releasing the revised document to the public for review and comment and setting a final hearing date currently proposed for June 7, 2011.

### COMMITTEE ACTION

This item is follow-up action from an item heard by the Board of Supervisors on March 21, 2011.

**FISCAL IMPACT:**

The changes included in Attachment 1 can be accommodated within the current scope and budget as approved.

**Attachments:**

1. Redline-strikeout pages of Proposed Final GP (entire document available online at [www.yubavision2030.org](http://www.yubavision2030.org))

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

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

EMAIL  
assemblymember.nielsen@assembly.ca.gov

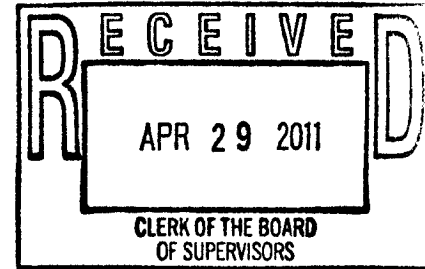
# Assembly California Legislature



**JIM NIELSEN**  
ASSEMBLYMEMBER, SECOND DISTRICT

COMMITTEES  
VICE CHAIR, BUDGET  
APPROPRIATIONS  
RULES

206-11



April 26, 2011

Chairman Roger Abe  
Yuba County Board of Supervisors  
915 8th St Ste 109  
Marysville, CA 95901-5273

Dear Chairman Abe:

Thank you for sharing you concerns regarding the governor's proposal to eliminate all funding for the California fair network.

While the budget is still early in the process, I share your concerns. I value and hold district fairs near to my heart, not only as an important county tradition, but also as a significant component to state and local economies. Additionally, district fairs play an important role in California's agriculture, and provide local communities with the opportunity to exhibit all the good things.

The state budget is a moving target and nothing is set in stone. I come from an agricultural background and I am a firm supporter of the state's Agriculture Districts that put on the various county Fairs. I will do everything in my power to protect them. In fact, in a recent budget conference committee, I asked advocates for the fair boards to present me some options that would ensure a bright financial future for the agriculture districts.

As vice-chair of the Assembly Budget Committee, I am committed to making structural changes to government and to the budget process which will give us a leaner, more accessible and responsible government. Now is the time to fix the budget without new taxes, gimmicks, or borrowing, and fix it once and for all.

Again, thank you for your continued leadership and support for our valued district fairs. I will give your comments serious consideration as I work with my colleagues to produce a balanced budget for the citizens of California.

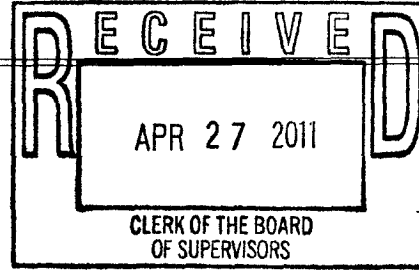
Respectfully,

JIM NIELSEN  
ASSEMBLYMAN, SECOND DISTRICT

**BOS CORRESPONDENCE 4**

STATE BOARD OF EQUALIZATION

TAXPAYERS' RIGHTS ADVOCATE OFFICE MIC: 70  
450 N STREET, SACRAMENTO, CALIFORNIA 95814-0070  
PO BOX 942879, SACRAMENTO, CALIFORNIA 94279-0070  
916-324-2798 • FAX 916-323-3319  
TOLL-FREE 888-324-2798  
www.boe.ca.gov



BETTY T. YEE  
First District, San Francisco

SEN. GEORGE RUNNER (RET.)  
Second District, Lancaster

MICHELLE STEEL  
Third District, Rolling Hills Estates

JEROME E. HORTON  
Fourth District, Los Angeles

JOHN CHIANG  
State Controller

KRISTINE CAZADD  
Interim Executive Director

April 26, 2011

TO: ASSESSMENT APPEALS BOARDS  
COUNTY ASSESSORS  
COUNTY AUDITOR-CONTROLLERS  
COUNTY BOARDS OF SUPERVISORS  
COUNTY CLERKS

COUNTY COUNSELS  
COUNTY RECORDERS  
COUNTY TAX COLLECTORS  
OTHER INTERESTED PARTIES

**RE: TAXPAYERS' BILL OF RIGHTS HEARINGS**

I am pleased to invite you to attend our annual Taxpayers' Bill of Rights public hearings before the Members of the California State Board of Equalization. The hearings will provide you, other local agency representatives and taxpayers with the opportunity to address the issues identified in the Taxpayers' Rights Advocate's 2009-10 Annual Report, to discuss means to correct problems described in the Report, and to comment on all Board-administered revenue programs or local property tax issues. Individuals can present their verbal or written proposals for changes to laws or to the Board's procedures, policies, or rules, including suggestions that may improve voluntary taxpayer compliance and the relationship between citizens and the state and local government employees who serve them. The hearings will be held at the locations listed below starting at approximately 1:30 p.m.:

**Tuesday  
June 21, 2011**

Board of Equalization District Office  
5901 Green Valley Circle, Suite 207, Culver City

**Tuesday  
September 20, 2011**

Board of Equalization Capitol Square Building  
1<sup>st</sup> Floor Board Room, Room 121  
450 N Street, Sacramento

I have enclosed flyers and/or posters for this year's hearings. Please display the posters in public areas of your office(s) and make the flyers available to taxpayers and other interested parties. You may download a copy of our Annual Report from the Board's website at [www.boe.ca.gov/tra/tra.htm](http://www.boe.ca.gov/tra/tra.htm).

If you have any questions regarding the hearings or would like to be scheduled as a speaker, please contact Mr. Mark Sutter at 916-324-2797 ([Mark.Sutter@boe.ca.gov](mailto:Mark.Sutter@boe.ca.gov)). If you would like additional copies of the flyer, poster, or Annual Report please contact Ms. Patricia Rochin at 916-445-0703 ([Patricia.Rochin@boe.ca.gov](mailto:Patricia.Rochin@boe.ca.gov)).

Sincerely,

A handwritten signature in black ink that reads "Todd Gilman".

Todd Gilman  
Taxpayers' Rights Advocate

**BOS CORRESPONDENCE B**

TG: ls  
Counties letter 2011.doc

Enclosures

## COMMITTEE MEETINGS

**11:45 a.m.**

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

- A. Consider amendment to agreement with Yuba Community College for services for the Independent Living Program for the term of July 1, 2010 through June 30, 2011 - Health and Human Services (Ten minute estimate) (207-11)
- B. Consider resolution establishing Yuba County's commitment to improving our citizens' health and wellness - Health and Human Services Department (Ten minute estimate) (208-11)

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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



207-11

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

Phone: (530) 749-6366

**TO:** Human Services Committee  
Yuba County

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

**DATE:** May 10, 2011

**SUBJECT:** First Amendment to the Agreement with Yuba College for Services  
for the Independent Living Program (ILP)

**RECOMMENDATION:** Board of Supervisors approval of the First Amendment to the Agreement between Yuba County, on behalf of its Health and Human Services Department, and Yuba Community College for services for the ILP program for the term of July 1, 2010 through June 30, 2011 is recommended.

**BACKGROUND:** Since July 2000, Yuba County has contracted with Yuba College to provide services for the ILP program. ILP provides services to youths in foster care between the ages of 16 and 18 years of age and to youths up to 21 years of age who were in foster care at the time of their 18<sup>th</sup> birthday. These services, which train and assist youths in successfully transitioning into adulthood and out of the foster care living environment include: training in employment preparation and attainment, securing housing, money management, and instruction on computer assembly as well as use of various computer applications.

**DISCUSSION:** The ILP program is designed for youths to participate in weekly training activities, which cover a wide range of areas to meet the goals of the program, as well as attend a computer camp. The activities, incentives and training areas are developed through the collaborative efforts of foster parents with youth in ILP, Children's Services staff of Sutter and Yuba Counties, Yuba Community College staff and emancipated youth who have participated in the ILP program. This Amendment will increase the amount payable under this Agreement from \$58,645.00 to \$65,530.00 to allow for interpretation services for ILP youths in the program.

**FISCAL IMPACT:** Approval of this First Amendment to the Agreement with Yuba Community College for services for the ILP program will not impact County Funds. The \$65,530 in costs for these services will be funded through the ILP Service allocation.

**FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN THE COUNTY OF YUBA  
AND  
YUBA COLLEGE**

This is the First Amendment to the Agreement between the County of Yuba ("COUNTY"), on behalf of its Health and Human Services Department, and Yuba College ("CONTRACTOR") entered into on March 1, 2011 for the provision of the Independent Living Program (ILP) services that provide training and assistance to foster care youth for the term commencing July 1, 2010 and ending June 30, 2011. The purpose of this First Amendment is to add interpreting services for the hearing impaired ILP youth effective November 1, 2010 and to increase the maximum amount payable under the terms of this Agreement. All other terms and conditions of the original Agreement entered into on March 1, 2011 shall remain in full force and effect.

This First Amendment amends Provision 1. Services, ATTACHMENT A, Subsection A.1.1 to read in its entirety as follows:

**A.1.1. CONTRACTOR shall:**

- A. Provide weekly training to former and current foster care youths beginning between the ages of 16 and 18 and continuing up to age 21. Trainings shall be conducted in two classroom settings with ILP youths assigned on the basis of competency areas.
- B. Select, secure and schedule presenters for weekly trainings.
- C. Arrange site support, including equipment, presentation materials and refreshments as appropriate for the trainings.
- D. Select, secure and schedule activities.
- E. Develop, print, mail, and e-mail all activity announcements to the ILP youth as well as their foster parents.
- F. Register participants for the planned enrichment activities.
- G. Arrange for lodging when needed for participants



and/or presenters.

- H. Purchase computer, printer, and other necessary equipment and provide two days of training on how to operate the computer and printer for fifteen (15) identified ILP youths during each fiscal year of the term of this Agreement.
- I. Provide two (2) day retreats for selected ILP youth which includes trainings, site support, and meals.
- J. Plan, facilitate, and carry out all activities for the ILP program. Additionally, CONTRACTOR shall identify new and emerging activities, ideas, and issues surrounding the youth in regards to the ILP program which would benefit the youth and strengthen their resources.
- K. CONTRACTOR shall meet and confer on a monthly basis with YCHHSD staff, Workforce Investment Act (WIA) staff and other adults who participate in the weekly trainings or activities.
- L. Provide qualified American Sign Language interpreting services to hearing impaired ILP youths during ILP training, retreats, and associated activities. Additionally, the interpreters will have had adequate training, experience, and certifications or screening as necessary to interpret in a variety of settings for hearing-impaired individuals.

This First Amendment amends Provision 3. Payment, ATTACHMENT B, Subsection B.1 Base Contract Fee to read in its entirety as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee not to exceed Sixty-Five Thousand, Five Hundred, and Thirty Dollars (\$65,530.00), as specified in Attachment F - Budget. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Sixty-Five Thousand, Five Hundred, and Thirty Dollars (\$65,530.00) without an amendment to this Agreement approved by the Yuba County Board of Supervisors.

This First Amendment amends ATTACHMENT F - Budget to read in its entirety as follows:

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

<b>Fee Services</b>				
		No. of Trainings	Cost per Training	Total
<b>Weekly Trainings</b>		49	\$655	<b>\$32,095</b>
<b>Computer Camp</b>				
		No. of Youth	Cost per Youth	Total
	Fall 2010	7	\$600	\$4,200
	Spring 2011	8	\$1,500	\$12,000
<b>Total</b>				<b>\$16,200</b>
<b>Direct Service Budget</b>				
<b>Graduations/Celebrations</b>				
	Gifts	\$4,850		
	Meals	\$2,000		
	<b>Subtotal</b>			<b>\$6,850</b>
<b>Day Retreats</b>				
	Supplies	\$300		
	Consult/Presenter	\$600		
	Conference	\$2,600		
	<b>Subtotal</b>			<b>\$3,500</b>
<b>Interpreter Services</b>				
		No. of Hours	Rate per Hour	
	Sign Language Interpreting	153	\$40.00	\$6,120
		No. of Days	Cost per Day	
	Travel Cost	51	\$15.00	\$765
	<b>Subtotal</b>			<b>\$6,885</b>
<b>Grand Total</b>				<b>\$65,530</b>

This First Amendment amends ATTACHMENT H - Invoice Format to read in its entirety as follows:

**ATTACHMENT H**  
**Invoice Format**

**Contractor Name:** \_\_\_\_\_ **Contact:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
**Period of Service:** \_\_\_\_\_

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

Subtotal Service Fees \_\_\_\_\_

**Direct Service Costs**

Graduations/Celebrations

Gifts \_\_\_\_\_

Meals \_\_\_\_\_

**Total Graduation/Celebration Expenses** \_\_\_\_\_

Weekend Retreats

Supplies \_\_\_\_\_

Consultant/presenter \_\_\_\_\_

Conference \_\_\_\_\_

**Total Weekend Retreats** \_\_\_\_\_

Interpreter Services

	<u>Hourly Rate</u>	<u># of Hours</u>	<u>Amount</u>
Sign Language Interpreting	_____	_____	_____

	<u>Travel Cost</u>	<u># of Days</u>	<u>Amount</u>
Travel Cost	_____	_____	_____

**Total Interpreter Services** \_\_\_\_\_

**Invoice Grand Total** \_\_\_\_\_

**Certification:**

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Mail original and back-up documentation to:

Yuba County Health and Human Services Department

Attention: Fiscal

P.O. Box 2320, Marysville, CA 95901

All remaining provisions of the Agreement between the County of Yuba, on behalf of its Health and Human Services Department, and Yuba College entered into on March 1, 2011 for the provision of ILP services to foster care youth shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment this \_\_\_\_\_ day of \_\_\_\_\_, 2011.


"COUNTY"

"CONTRACTOR"

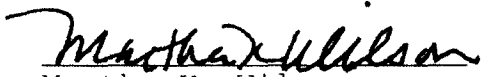
COUNTY OF YUBA


YUBA COLLEGE

\_\_\_\_\_  
Roger Abe, Chair  
Yuba County Board of Supervisors

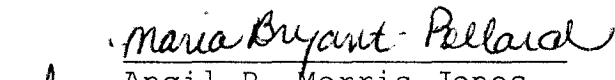
  
\_\_\_\_\_  
Dr. Kay Adkins, President  
~~Board of Trustees~~ Yuba College

INSURANCE PROVISIONS  
APPROVED


  
\_\_\_\_\_  
Martha K. Wilson,  
Risk Manager

  
\_\_\_\_\_  
Dr. Nicki Harrington,  
Chancellor

APPROVED AS TO FORM:  
COUNTY COUNSEL

  
\_\_\_\_\_  
for Angil P. Morris-Jones  
County Counsel

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Suzanne Nobles, Director  
Yuba County Health and  
Human Services Department

# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT



208-11

### Suzanne Nobles, Director

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

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

TO: Human Services Committee  
Yuba County

FROM: Suzanne Nobles, Director  
Health and Human Services Department

DATE: May 10, 2011

SUBJECT: Approval of Resolution Setting Forth Yuba County's Commitment to  
Healthy Lifestyles

**RECOMMENDATION:** The Health & Wellness Committee recommends approval of the attached Resolution supporting a commitment to the promotion of healthy lifestyles in Yuba County. The local resolution is intended to promote healthy lifestyle choices by affirming the Board of Supervisor's desire to implement community-based policies to address serious health issues facing Yuba County by encouraging healthy eating and active living; keys to preventing overweight and obesity.

**BACKGROUND:** The Health and Wellness (Yuba County Tackles Obesity) Committee, led by Supervisors Griego and Stocker, began meeting in September 2009 to address the serious obesity epidemic that threatens the health and life expectancy of all Americans, and to specifically explore the threats to Yuba County's citizens. The Committee is a "collaborative" of multiple health-related organizations and business working together to brain storm opportunities for creating a more unified, cost effective, and comprehensive approach to improve public health by reducing childhood and adult obesity through policy and environmental changes. The Local Government Commission (LGC), with funding from the Sierra Health Foundation, provided a staff person to facilitate the Committee meetings, arranged for a consultant to help the Committee refine a vision and develop priorities, and organized a number of educational opportunities, including hosting guest speakers from other California counties to share best practices and arranging a field trip to Butte County to allow Committee members to tour several projects in Chico which were designed and developed to prioritize healthy lifestyles through the built environment.

**DISCUSSION:** On March 30, 2011, the Robert Wood Johnson Foundation and the University of Wisconsin Population Health Institute released the second edition of the *County Health Rankings*. The *Rankings* provide nearly every county in the country with easy-to-understand information on data related to health outcomes and the crucial factors that drive health in communities. In California, Yuba County ranked 52 of 56 counties included in the *Rankings*. The *County Health Rankings'* measure of diet and exercise is based on county-level estimates of obesity, i.e., the percent of the adult population that has a body mass index greater than or equal to 30. In Yuba County, 32 percent of the adult population is considered obese, as compared to the California average of 23 percent. The *Rankings* measures obesity because it is a issue that can be addressed within communities by changing unhealthy environmental conditions that contribute to poor diet and exercise and increase the risks of heart disease, type 2 diabetes, high blood pressure, stroke, arthritis-related disabilities, depression, sleep disorders, some cancers and other chronic illnesses.

This local Resolution makes a statement of support by the Yuba County Board of Supervisors. It is a policy intention, with the acknowledgement that affecting the health and well-being of the

county's citizens goes well beyond the purview of local government, and requires collaboration among all sectors; including, but not limited to, private and public employers, health care providers, community organizations, schools, child care providers, and interested citizens, to successfully implement community-based obesity prevention strategies which will ultimately result in improved health outcomes, and healthier lifestyles, for the residents of Yuba County.

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

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

**RESOLUTION ESTABLISHING )  
YUBA COUNTY'S COMMITMENT )  
TO IMPROVING OUR CITIZENS' )  
HEALTH AND WELLNESS )  
\_\_\_\_\_ )**

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

**WHEREAS**, the United States Surgeon General has declared obesity a national epidemic and appealed for a call to action to prevent and decrease overweight and obesity<sup>1</sup>; and

**WHEREAS**, as of 2008, the Centers for Disease Control (CDC) reports that 31.6% of Yuba County adults are obese. This is the highest obesity percentage of any California County; and

**WHEREAS**, more than one in four Yuba County youth between the ages of 9 and 16 are overweight or obese<sup>2</sup>; and

**WHEREAS**, Yuba County ranks fourth among California counties in the percentage of adults who are physically inactive (22.4%)<sup>3</sup>; and

**WHEREAS**, overweight children and adults are at greater risk for numerous adverse health consequences, including stroke, diabetes, high blood pressure, high cholesterol, certain cancers, asthma, low self-esteem, depression, and other debilitating diseases<sup>4</sup>; and

**WHEREAS**, according to the California Health Interview Survey (2007), 59% of Yuba County residents visited a park or open space in the month prior to the survey, compared to 69% in the State overall<sup>5</sup>; and

**WHEREAS**, the current generation of children are expected to have shorter lives than their parents due to the consequences of obesity; and

**WHEREAS**, the annual cost to California, in medical bills, worker's compensation and lost productivity, for overweight, obesity and physical inactivity exceeds \$41 billion; and

**WHEREAS**, promoting the health of residents and the local workforce would decrease chronic disease and health care costs and increase productivity; and

**WHEREAS**, promoting the health of residents and the local workforce would decrease chronic disease and health care costs and increase productivity; and

**WHEREAS**, the quality of the built environment, including neighborhood safety, sidewalks, streets, public transportation, restaurant and convenience store density, access to parks, trails and grocery stores with access to healthy foods has a significant influence on obesity rates<sup>6</sup>; and

**WHEREAS**, programs and policies that promote healthy eating and active living have the potential to also provide significant co-benefits that contribute to community building, quality of life, air quality, and agricultural resource protection; and

**WHEREAS**, the Yuba County Board of Supervisors acknowledges their role as community leaders in improving the quality of life for residents and visitors alike.

**NOW, THEREFORE, BE IT RESOLVED**, that the Yuba County Board of Supervisors hereby recognizes obesity as a serious public health threat to adults, children and families in Yuba County; and

**BE IT FURTHER RESOLVED** that the Yuba County Board of Supervisors declares it a priority to seek and promote strategies to improve our citizens' health and wellness; and

**BE IT FURTHER RESOLVED** that Yuba County will encourage the inclusion of goals and policies in the general plan update that support physical activity and access to locally-grown healthy foods (e.g. farmer's markets, community gardens, etc.); and

**BE IT FURTHER RESOLVED** that the design and construction of County parks, neighborhoods, streets and business areas shall support healthy lifestyles by creating safe, comfortable and appealing environments for walking, biking, and other forms of physical activity, for all ages and abilities; and

**BE IT FURTHER RESOLVED** that the County supports the development of new recreational opportunities by maximizing the use of existing public facilities through the use of joint use agreements with schools and/or other partners; and

**BE IT FURTHER RESOLVED** that the County will promote worksite wellness programs throughout Yuba County.



**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:

\_\_\_\_\_  
CHAIRPERSON

ATTEST:      DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

YUBA COUNTY COUNSEL  
APPROVED AS TO FORM:

  
Angil P. Morris-Jones, County Counsel

<sup>1</sup> U.S. Department of Health and Human Services, Office of the Surgeon General, *The Surgeon General's Call to Action to Prevent and Decrease Overweight and Obesity*. Rockville: U.S. Department of Health and Human Services, Public Health Service, Office of the Surgeon General, 2001.

<sup>2</sup> University of Wisconsin Population Health Institute, *County Health Rankings 2011*.

<sup>3</sup> Centers of Disease Control and Prevention: National Diabetes Surveillance System. Available on-line at <http://apps.nccd.cdc.gov/DDTSTRS/default.aspx>. Retrieved 4/21/2011.

<sup>4</sup> *The Surgeon General's Call to Action to Prevent and Decrease Overweight and Obesity*, *supra* note 1.

<sup>5</sup> California Health Interview Survey (2007), University of California, Los Angeles.

<sup>6</sup> KM Booth, MM Pinkston, WS Carlos et.al., "Obesity and the Built Environment". Journal of the American Dietetic Association 2005: 105:S110-S117.