

# 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.

**JUNE 28, 2011**

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

**9:20 A.M. YUBA COUNTY IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY**

- A. Roll Call - Directors Vasquez, Nicoletti, Griego, Abe, Stocker
- B. Approve Memorandum of Understanding between Service Employees International Union (SEIU) United Healthcare Workers West (SEIU-UHW) and the County In-Home Supportive Services Public Authority through June 30, 2014, and authorize the Chairman to execute same.
- C. Adjourn

**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. Approve agreement with Atkins North America for development and implementation of a Flood Preparedness Website for Yuba County and authorize the Chairman to execute same. (Public Facilities Committee recommends approval) (269-11)

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

- 1. Approve minutes of the regular meeting of June 14, 2011. (270-11)

**C. Community Development and Services**

- 1. Approve agreement with Botanica Landscapes for countywide park and streetscape maintenance and authorize the Chairman to execute same. (271-11)
- 2. Approve 2012-2013 Community Services Block Grant Community Action Plan and authorize the Chairman to execute same. (272-11)
- 3. Approve plans, specification, and estimate and authorization for advertisement of bids, for Rose Avenue improvement project, with a tentative bid opening date of July 21, 2011 and authorize The Chairman to execute same. (273-11)
- 4. Approve agreement with Leonard Shippen for caretaker services at Sycamore Ranch and authorize the Chairman to execute same. (274-11)
- 5. Authorize Budget Transfer in the amount of \$12,605 from Account No. 101-3600-426-2300 (Professional Services) to Account No. 101-3600-426-0208 (Unemployment Insurance) to cover higher than anticipated unemployment expenditures for Fiscal Year 2010-2011. (275-11)

D. County Administrator

1. Authorize a Regional Waste Management Authority grant application to the California Department of Resources Recycling and Recovery (CalRecycle) on the County's behalf for the Used Oil Payment Program for Fiscal Year 2011-2012, by approving submittal of the County Administrators letter. (276-11)
2. Consider extending employment for Richard Arrow, Assistant Auditor-Controller from July 1, 2011 through September 30, 2011 for the purpose of conducting year-end close activities and beginning the coordination of the Fiscal Year 2010-2011 audit. (Ten minute estimate) (289-11)

E. District Attorney

1. Adopt resolution authorizing the District Attorney to apply and enter into agreements with the United States Bureau of Justice Assistance for grant funding and act as the signing authority on behalf of the County to execute required grant documents. (277-11)

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. **ITEM OF PUBLIC INTEREST**

- A. Tsi-Akim Maidu Tribe request approval for exclusive use of Sycamore Ranch Park October 7 - 10, 2011 for the 13th Annual Indigenous Peoples Days; block off a portion of the road along Yuba River for runners on October 8, 2011; and erect a temporary Bark House. Letty Litchfield (Fifteen minute estimate) (287-11)

VI. **COUNTY DEPARTMENTS**

A. Auditor-Controller

1. Adopt resolution repealing and enacting certain sections of the Administrative and Policy and Procedures Manual regarding Government Accounting Standards. (Ten minute estimate) (278-11)

B. Board of Supervisors

1. Receive information on Memorandum of Understanding regarding Sacramento Area Council of Governments sustainable communities' regional planning grant and take action as appropriate. Joe Concannon (No background information) (Fifteen minute estimate) (279-11)
2. Adopt amended resolution establishing a compensation reduction for management employees and elected officials of the County of Yuba including Board of Supervisors. (Ten minute estimate) (282-11)

C. Community Development and Services

1. Establish a policy on Public Works participation in the proposed Lower Yuba River Access Coalition. (Ten minute estimate) (280-11)

D. Library

1. Adopt interim hours of operation for the Library starting July 5, 2011 and ending December 31, 2011. (Ten minute estimate) (281-11)

E. Sheriff-Coroner

1. Adopt resolution authorizing the imposition of booking fees through the Yuba County Sheriff's Department from arresting agencies pursuant to California Government Code Section 29550. (Fifteen minute estimate) (286-11)

- VII. **ORDINANCES AND PUBLIC HEARINGS:** If you challenge in court the action or decision of the Yuba County Board of Supervisors regarding a zoning, planning, land use or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues you or someone else raised at such public hearing, or in written correspondence delivered to the Yuba County Board of Supervisors at, or prior to, such public hearing.
- A. Ordinance - Hold public hearing, waive reading, and introduce ordinance repealing and reenacting Chapter 8.79 of the Yuba County Ordinance Code for Hammon Grove Park and Sycamore Ranch and resolution to establish reservation processing and fees at same. (Land Use and Public Works Committee recommends approval) (Ten minute estimate) (283-11)
  - B. Public Hearing - Hold public hearing and adopt findings of fact, conclusions of law and orders authorizing the assessment of administrative and abatement costs and penalties in the amount of \$15,719.40 and the recording of a lien located at 7655 State Highway 70, Marysville (Rajinder S. and Paramdeep Chohan) (Ten minute estimate) (284-11)
  - C. Public Hearing - Hold public hearing and adopt resolution for an amended Community Development Block Grant (CDBG) Program Income Reuse Plan governing program income from CDBG assisted activities. (Ten minute estimate) (285-11)
- VIII. **CORRESPONDENCE** - (288-11)
- A. Memorandum from Sutter Yuba Mental Health Board enclosing annual report for Fiscal Year 2010-11.
  - B. Area 4 Agency on Aging Financial Statements and Supplementary Information for Year Ending June 30, 2010.
  - C. Memorandum from Agricultural Commissioner enclosing the Yuba County Agricultural Crop Report for 2010.
- 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. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 016-350-003 Negotiating Parties: Kevin Mallen, Mike Lee, and Robert Bendorf Negotiation: Terms, Conditions and/or Purchase Price
  - B. Personnel pursuant to Government Code §54957 - Public Appointment/Instructions/Library Director
  - C. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDA/DSA/MSA/YCEA/Unrepresented and County of Yuba
  - D. Pending litigation pursuant to Government Code §54956.9(a) - Sprint Telephony PCS, L.P., et al v. California State Board of Equalization, et al. San Francisco County Superior Court Case No. CGC-11-511398
  - E. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Agricultural Commissioner
- XI. **ADJOURN**

## NO COMMITTEE MEETINGS

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**



# 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



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

Phone: (530) 749-6366

**TO:** IHSS Public Authority Governing Board  
Yuba County

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

**DATE:** June 28, 2011

**SUBJECT:** Memorandum of Understanding (MOU) between Service Employees International Union (SEIU) United Healthcare Workers West (SEIU-UHW) and the Yuba County In-Home Supportive Services Public Authority (IHSS PA).

**RECOMMENDATION:** Accept and Approve the Memorandum of Understanding (MOU) between Service Employees International Union (SEIU) United Healthcare Workers West (SEIU-UHW) and the Yuba County In-Home Supportive Services Public Authority (IHSS PA) through June 30, 2014.

**BACKGROUND:** The initial MOU between the Public Authority and SEIU was negotiated and approved for the period December 14, 2004 to November 30, 2006. From October 2006 through March 2007, negotiation sessions were held with representatives from SEIU and Public Authority, effectively continuing the terms of the MOU through negotiations. The second MOU was approved for the period July 10, 2007 through June 30, 2010, including an addendum in June 2010 that extended the MOU period to June 30, 2011.

On April 5, 2011, the PA was given the authority by your board to begin negotiations in good faith for a new MOU and scheduled a negotiating session with SEIU-UHW to occur on May 6, 2011. The IHSS PA negotiating team, led by consultant and Chief Negotiator Robert J. Muszar, successfully completed negotiations that day and achieved a tentative agreement that produced the MOU before you today.

**DISCUSSION:** The MOU is effective for the period July 1, 2011 through June 30, 2014. Provider's wages will be \$10.00 per hour worked for the period covered by this MOU. The health care benefits are provided through the Health Care Employees/Employers Dental and Medical Trust (Trust), which performs as the plan administrator for benefits provided to Yuba County IHSS Providers. The Public Authority will pay \$.60 per IHSS hour worked to the Trust fund for provision of health care benefits for qualified providers.

**FISCAL IMPACT:** Funds for the costs associated with this MOU are included in the Health and Human Services Department budget for FY 2011/2012 and are funded through Federal, State and realignment. There are no County General Funds included.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**YUBA COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY**

**AND**

**SEIU UNITED HEALTHCARE WORKERS WEST**

**July 1, 2011- June 30, 2014**

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## **INTRODUCTION**

This Memorandum of Understanding, hereinafter referred to as "Memorandum" or "MOU", is made by and between the Yuba County In-Home Supportive Services Public Authority hereinafter referred to as the "IHSS Public Authority" or "Public Authority" and the SEIU - United Healthcare Workers West hereinafter referred to as "SEIU-UHW" or "Union", representing those Independent IHSS Providers hereinafter referred to as "IHSS Providers" or "Providers" who are members of the In-Home Supportive Services Bargaining Unit. This Memorandum constitutes the result of meeting and conferring in good faith pursuant to the California Government Code and the IHSS Public Authority Employer Employee Relations Resolution.

It is recognized that the Public Authority is an independent legal entity separate and apart from the County of Yuba. The Public Authority has no power to bind the County to any contractual or legal obligations, nor may the obligees of the Public Authority seek recourse against the County of Yuba for any financial or legal obligation of the Public Authority.

This Memorandum formalizes the unique employer-employee relationship defined in law between the IHSS Public Authority and the Union. It is recognized by the parties that the IHSS Public Authority does not employ or manage the IHSS Provider workforce in the role of a traditional employer. The Union and the IHSS Public Authority commit themselves in this MOU to some goals that not only benefit this workforce but are also intended to benefit consumers of IHSS services.

The IHSS Public Authority and the Union recognize that, due to the nature of the relationship between them and the role of that relationship in the IHSS program, the implementation of various provisions of this Memorandum will require the assistance and cooperation of agencies that are not party to this Memorandum. The IHSS Public Authority and the Union agree to work together in good faith in order to secure the assistance of the appropriate entities when required by the provisions of this Memorandum.

## **SECTION 1 RECOGNITION**

### **1.1 Recognition**

The IHSS Public Authority recognizes SEIU - United Healthcare Workers West as the exclusive representative of IHSS Providers in the County of Yuba. This Agreement does not apply to others affiliated with, contracted by or employed by the IHSS Public Authority, including without limitation, administrative and operational staff.

## **SECTION 2 MUTUAL RESPECT**

### **2.1 Mutual Respect**

The Public Authority and the Union agree that all represented IHSS Providers and Public Authority employees regardless of position, profession, or rank, will treat each other with courtesy, dignity and respect. The foregoing shall also apply in providing services to the public, specifically including IHSS consumers. Alleged violations of the Mutual Respect Section shall not be subject to the Grievance Procedures described in Section 9 of this MOU.

## **SECTION 3 NO DISCRIMINATION**

### **3.1 No Discrimination**

There shall be no discrimination in the interpretation, application, or enforcement of the express terms of this MOU because of sex, race, creed, color, national origin, sexual orientation, age, disability or participation or non-participation in union activities against any Provider by the IHSS Public Authority or by the Union.



## **SECTION 4 CONSUMER, MANAGEMENT, AND UNION RIGHTS**

### **4.1 Consumer Rights**

The parties reaffirm that under the state law and County ordinance establishing the IHSS Public Authority IHSS Consumers have the sole and undisputed right to:

- (a) Hire Providers of their choice;
- (b) Fire and/or remove Providers from their service, at will;
- (c) Supervise and direct the work of the Providers who are providing services to them within the scope of authorized services.
- (d) Determine in advance and at anytime and under all circumstances who may and may not enter and or remain in their home; and,

The Union shall neither seek nor receive information regarding the name, address, phone number or any other personal information regarding consumers. Union representatives and IHSS Providers shall maintain strict standards of confidentiality regarding consumers and shall not disclose personal information obtained, from whatever source, pertaining to consumers, unless disclosure is compelled by legal process or otherwise authorized by law. If consumer information is disclosed pursuant to this section, the consumer and the IHSS Public Authority shall be notified of such release or disclosure immediately.

### **4.2 Consumer Privacy**

The Union shall have no contact with either the consumer or the Provider at the consumer's home without the express permission of the consumer. It is recognized that the Union may, from time to time, inadvertently contact a Provider at the Consumer's home because Providers sometimes use Consumer's home addresses and/or phone numbers for contact purposes without informing the Union of this fact. However, once the Union becomes aware that a contact address or phone number belongs to a Consumer, the Union shall immediately comply with the provisions of this Section. This section does not apply to contact with the Provider when the Provider and the consumer share the same residence.

### **4.3 Management Rights**

It shall be the exclusive right of the IHSS Public Authority, except as may be provided otherwise by this Memorandum, to make all decisions of a managerial or administrative character, including but not limited to:

- (a) Determine the policies, standards, procedures, methods, means and personnel by which IHSS Public Authority operations are to be conducted.
- (b) Take whatever actions may be necessary to carry out the mission of the IHSS Public Authority in situations of emergency.
- (c) Manage its operations in the most economical and efficient manner consistent with the best interests of all the consumers of In-Home Supportive Services in Yuba County.

#### 4.4 Union Rights

The Union shall have the following rights:

(a) Representation: Upon request, to meet and confer in good faith with appropriate levels of IHSS Public Authority management, or their designated representatives, regarding matters within the scope of representation.

(b) Advance Notice: Except in cases of emergency, the Union shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation, proposal or other action directly relating to matters within the scope of representation proposed to be adopted by the IHSS Public Authority and shall be given the opportunity to meet and confer in good faith with IHSS Public Authority management, or designated representative, prior to its adoption. Written notice will customarily be provided by furnishing the Union with advance copies of the agenda of the Governing Board meetings.

In cases of emergency when IHSS Public Authority management determines that an ordinance, resolution, rule or regulation must be adopted immediately without prior notice or negotiations with the Union, IHSS Public Authority management shall provide such notice and opportunity to negotiate at the earliest practicable time following the adoption of such ordinance, resolution, rule or regulation, proposal, or other action.

(c) Lists and Information: The IHSS Public Authority shall, on a monthly basis, provide to the Union a list of all current Providers, including name, address, Social Security number, telephone number, languages, authorized hours and hours worked, if available. The list shall be provided in an agreed upon computerized format.

The Union shall defend, indemnify, and hold harmless the Public Authority and its respective boards, directors, officers and employees from any and all claims, demands, costs, suits, liabilities for damages and/or injury arising from the IHSS Public Authority's disclosure to the Union of information pursuant to this Section of the Memorandum. SEIU agrees to indemnify and hold the Public Authority harmless from any claim arising out of the reuse of this information for other than the purposes of this Agreement. This includes but is not limited to the Public Authority's attorney fees and costs.

(d) Official Representatives, Stewards: The Union shall provide a current Official Representatives List to the IHSS Public Authority Manager. The list shall include the name, title, telephone number, mailing address and e-mail address (if any) of the Union's official representatives, including stewards. The Union shall notify the IHSS Public Authority Manager of any changes to the List. The official representatives and stewards shall not be recognized by the IHSS Public Authority until such list or changes are provided to the Public Authority Manager.

(e) Dues Deduction: To the extent that the Public Authority may determine such matters, during the term of this Memorandum the Union shall have the privilege of dues deduction for all IHSS Providers assigned to this bargaining unit.

(f) New Provider Orientations: The IHSS Public Authority shall provide reasonable notice to the Union of scheduled new provider group orientations. The IHSS Public

Authority shall provide an opportunity for Union representatives to make presentations at such gatherings.

Nothing in this Section is intended to abrogate the IHSS Public Authority's right to provide orientations on a drop-in basis. The IHSS Public Authority agrees to distribute a sealed packet of Union information to each provider attending a drop-in orientation. The Union will provide information packets for this purpose. The Union likewise agrees to make materials provided by the IHSS Public Authority available at Union events.

(g) Bulletin Boards: The Public Authority will provide bulletin board space in each of its offices that the Union may use, provided the communications displayed have to do with official Union business. Postings of a nature that would not otherwise be allowed on Public Authority bulletin boards and postings of a political nature are prohibited. For the purposes of this Section, the term "political nature" shall include postings that tend to support, oppose or criticize a candidate for public office or an elected public official or, postings that are intended to influence the outcome of a publicly held election.

The IHSS Public Authority reserves the right to remove any material posted in violation of this Section. If the Public Authority does remove posted material from the Union bulletin board, it will notify the Union in writing.

(f) Agency Shop: The Union agrees that it has a duty to provide fair and non-discriminatory representation to all providers in the unit regardless of whether they are members of the Union.

(1) Except as provided in Section (2) below, IHSS Providers who work twenty (20) or more hours per month shall, as a condition of employment, either:

- (a) Become and remain a member of the Union; or
- (b) Pay to the Union an agency fee in an amount that does not exceed an amount that may be lawfully collected under applicable laws; or
- (c) Do both of the following:

(1) Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and

(2) Pay a sum equal to the agency shop fee described above to a non-religious, non-labor, charitable fund chosen by the employee from among the following charities:

- (a) FREED
- (b) Yuba-Sutter Senior Legal Center
- (c) Local United Way Chapter
- (d) Local Hospice

- (2) It shall be the sole responsibility of the Union to determine an agency shop fee, which meets the above criteria. The Union shall provide the IHSS Public Authority Manager with a copy of the Union's agency fee procedure and each revision thereof, and shall provide notice of said procedure to bargaining unit members as required by all applicable laws. Failure by an employee to invoke the said procedure within one month after actual notice shall be a waiver by the employee of his/her right to contest the amount of the agency fee, unless otherwise required by law.
- (3) Annually, the Union shall provide the Public Authority Manager with copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959. Such report shall be available to employees in the unit within sixty (60) days after the end of the fiscal year.
- (4) Such dues or fees shall, as a condition of continued employment, be deducted from the provider's paycheck on a monthly basis starting the first day of the month following the completion of thirty (30) days of employment, subject to the limitations and practices of the State's payroll system.
- (5) The provider's earnings must be sufficient after required deductions are made to cover the amount of the dues or agency shop fees. When a provider is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. When an individual provider is authorized less than twenty (20) hours during any month, no dues payment or agency shop fee will be withheld or due for that month. All required deductions have priority over Union dues and agency shop fees.
- (6) The IHSS Public Authority and the Union will cooperate in the implementation and subsequent administration of this section.
- (7) The IHSS Public Authority shall provide the above information concerning the fair share provisions, including the fair share/union membership form, to all new IHSS providers who become covered by this MOU after the effective date of the MOU.
- (8) The Union shall defend, indemnify and hold harmless the IHSS Public Authority, its officers and employees, from any claims, demands, suits, or any other action, from any parties other than the Union, arising from the Agency Shop agreement and/or other Union-related deductions from providers' paychecks, including contributions to the SEIU Committee on Political Education (COPE) Fund.

## **SECTION 5**

### **PAYROLL**

#### **5.1 Payroll**

To promote a timely and accurate payroll system, the Public Authority and the Union shall work together to identify causes and solutions to problems resulting in late, lost or inaccurate paychecks and similar issues. The Public Authority shall not be responsible to correct payroll problems that are beyond its control. When the causes of problems are outside the Public Authority's direct control, the Public Authority and Union shall work cooperatively to bring the problems to the attention of the responsible agencies.

The Public Authority shall provide the Union and all home care workers with the appropriate phone number to call regarding payroll related inquiries.

The Public Authority and the Union shall share information on the causes and potential solutions for payroll issues in good faith and in a spirit of cooperative problem solving. Allegations regarding the Public Authority's compliance with the provisions of this section shall be subject to the Grievance Procedures described in Section 9 of this MOU. The Public Authority shall not be held responsible to solve or to provide remedies for payroll problems that are not within its area of administrative responsibility or control. When an inquiry made by the Public Authority on behalf of a Provider indicates that the problem is not within the administrative control of the Public Authority, the results of such inquiry shall not be grievable.

## **SECTION 6**

### **WAGES AND OTHER COMPENSATION**

#### **6.1 Wages**

- A. Except as provided in Section 6.1 B, below, the wages for all represented IHSS Providers shall be \$10.00 per hour for the duration of the MOU.
- B. During the period of August 15 through October 15, 2013 the Union may request in writing to re-open negotiations on wages only. If the Union does request to re-open negotiations pursuant to this Section, the Public Authority and the Union will meet and confer in good faith regarding the subject of wages only.

#### **6.2 Wage Contingency**

- A. The above-described wage increases in Section 6.1 A shall be provided subject to the following:
  - 1. The federal waiver affecting the administration of the state's Residual Program continues in effect as such waiver existed on November 30, 2006; and
  - 2. The state participation level for wages is included in the state's budgets for the fiscal years covered by this MOU or is otherwise guaranteed by the state to remain at or above the amounts described above through the term of this Agreement.
- B. If, during the term of this Agreement, either state or federal participation levels are reduced or, either the state or federal sharing formula is modified or, the federal waiver is modified in any manner, relative to the baseline numbers described below, that would result in an increased cost to the Public Authority to maintain the wage level described in this MOU, wages will be reduced by an amount necessary to keep the total cost to the Public Authority the same as such cost existed on the day prior to the effective date of such reduction or modification.
  - 1. The following shall serve as the baseline cost sharing ratios applicable to Section 6.2 B of this MOU.
    - (a) Throughout the term of this MOU, the state and federal governments shall share in costs of wages in the following manner:
      - 1) The state will pay 65% of the non-federal share of wage costs and the County will pay 35% of the non-federal share of wage costs.
      - 2) The federal government shall pay a minimum of 50% of the costs of wages for each Personal Care Services Program (PCSP) service hour and those hours covered by the federal waiver as such waiver existed on November 30, 2006.
  - 2. The Public Authority shall provide to the Union a detailed written description of any adjustments to be made pursuant to this section at least thirty (30) days prior to the effective date of such adjustments.

- (a) Upon receipt of a written request from the Union to do so, the Public Authority will meet and confer regarding the impact of the above-described loss of funding, but in no case shall the Public Authority be required to increase its contribution toward wages.
  - (b) If, the Public Authority agrees to temporarily delay the implementation of appropriate adjustments during meet and confer, the final adjustments adopted by the Public Authority may be an amount necessary to keep the end-of-agreement costs to the Public Authority the same as those costs would have been had the appropriate adjustments been made without delay.
  - (c) The above paragraphs notwithstanding, increases in caseload shall not be a cause for any reduction in wages or benefit levels.
3. If, during the term of this MOU, state or federal cost sharing ratios increase without requiring an increased county match and without coming at the expense of another county program or budget item or, the county hourly share of total wage costs decreases, the parties shall meet and confer at the soonest mutually agreeable date.

### **6.3 Training Incentives**

The Public Authority shall budget \$2,000 in total during the term of this MOU to provide training incentives. This agreement does not obligate the Public Authority to spend this total amount. Rather, this amount will be made available for training incentives during the term of the MOU. Because attendance at training sessions is voluntary, actual expenditures may be less than the amount budgeted for this purpose. The budget amount is dependent upon approval of this item in the Public Authority's claim rate and upon the availability of federal cost sharing.

The Public Authority and the Union will meet and confer to determine the actual training incentives to be provided and the conditions that must be satisfied in order to qualify for such incentives.

## **SECTION 7 BENEFITS**

### **7.1. Health Care Benefits**

Effective January 1, 2011, the Health Care Employees/Employers Dental and Medical Trust (Trust) shall act as the plan administrator for benefits provided to Yuba County IHSS Providers. The Trust shall set all eligibility criteria, premium shares, benefit levels and manage enrollments, terminations, and other administrative functions as required. The Public Authority shall provide the Union, or their designee, with the necessary data files via secure means as soon as available.

### **7.2. Benefits Payment**

The Public Authority shall pay \$.60 per hour worked into the Trust fund for provision of health care benefits.

### **7.3. Benefit Contingency / Future Contributions**

- A. The above described enhanced health, dental and vision benefits shall be provided only if the state participation level for health related benefits is included in the State's budgets for the fiscal years covered by this MOU and remains at the current level of \$.60 per hour or higher.

1. If, during the term of this Agreement, either state or federal participation levels are reduced or, either the state or federal sharing formula is modified in any manner, relative to the baseline numbers described below, that would result in an increased cost to the Public Authority to maintain the benefit levels described in this MOU, the Public Authority contributions paid pursuant to Section 7.2 above, will be reduced by an amount necessary to keep the total cost to the Public Authority the same as such cost existed on the day prior to the effective date of such reduction or modification.

- (a) The following shall serve as the baseline cost sharing ratios applicable to Section 7.3 A.1 of this MOU.

1. Throughout the term of this MOU, the state and federal governments shall share in the costs of benefits in the following manner:
  - a) The state will pay 65% of the non-federal share of benefit costs up to a monthly maximum state contribution of \$.60 per hour multiplied by the total number of all paid IHSS hours in the given month and the County will pay 35% of the non-federal share of benefit costs.
  - b) The federal government shall pay a minimum of 50% of the costs of wages and benefits, if any, for each Personal Care Services Program (PCSP) service hour.



2. The Public Authority shall provide to the Union a detailed written description of any adjustments to be made pursuant to this section at least thirty (30) days prior to the effective date of such adjustments.

## **SECTION 8 REGISTRY**

### **8.1. Registry Services**

It is recognized that one of the IHSS Public Authority's primary missions is provide registry services to facilitate the referral of providers for recipients to consider for hiring. The operation of the Registry will be conducted in such a way as to respect the rights and needs of both Consumers and Providers.

Registry services may be utilized by both Providers and Consumers as a relief service to assist in providing short-term temporary respite replacement for Providers and to provide emergency short-term coverage for Consumers who are unexpectedly without a provider. Whenever possible, Consumers and/or Providers should give reasonable advance notice before requesting this assistance. The Public Authority shall make good faith efforts to provide respite workers whenever they are requested however, emergency and respite relief services shall be dependant upon the availability of qualified Providers who are willing to accept the work.

The IHSS Public Authority retains the exclusive right to list and/or refer with or without comment an individual provider from the Registry. Except as specifically provided below, the Public Authority retains the right to suspend or remove an individual Provider from the Registry.

The IHSS Public Authority and the Union agree to meet and confer regarding those Registry matters, if any, which impact the terms and conditions of employment, which are controlled by the IHSS Public Authority.

### **8.2. Removal From The Registry**

The IHSS Public Authority will give written notice to any IHSS Provider who is listed on the Registry of any adverse decision affecting the Provider. Such notice shall inform the affected IHSS Provider of his/her right to file an appeal, his/her right to union representation and the union telephone number. A copy of the written notice will be sent to the Union. The IHSS Public Authority also shall forward to the IHSS Provider a copy of all non-confidential materials that were relied upon by the Public Authority when making its decision.

Either the Union or the IHSS Provider may file a written appeal for such adverse decision to the Public Authority Manager within thirty (30) days after notice of the decision.

The affected Provider or the Union may appeal through Step 2 of the grievance procedure of the MOU. If the appeal is unresolved at Step 2, the Union may appeal through Step 3 of the grievance procedure of the MOU. The Step 3 decision will be the final level of administrative appeal.

### **8.3. Application**

This Section only applies to IHSS providers seeking employment through the Public Authority's Registry, and is not intended to abrogate in any way the rights of Consumers as set forth in Section 4 of this Memorandum.

## **SECTION 9 GRIEVANCE PROCEDURE**

### **9.1 Definition**

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum excluding, however, the introduction, the outcome of Labor-Management Committee discussions and those provisions of this MOU which specifically provide that the decision of any IHSS Public Authority official or Consumer shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process.

### **9.2 IHSS Provider Participation**

IHSS Provider participation in the grievance procedure in any capacity shall be solely on the provider's own time, and shall not be treated as being within any Consumer's allocated service hours, or as paid time.

### **9.3 Filing Deadline**

Grievances must be filed within thirty (30) days of the date that the grievant became aware of or reasonably should have become aware of the incident or occurrence giving rise to the grievance.

### **9.4 Procedural Steps**

Grievances shall be processed in the following manner:

- (a) **Step 1 (Informal):** Either the Union or any IHSS Provider who believes that a provision of this MOU has been violated shall discuss the grievance with the Public Authority Director. The IHSS Public Authority Director or such representative as the Public Authority Director may designate shall issue his/her decision within ten (10) days following the discussion.
- (b) **Step 2 (Formal):** If a grievance is not satisfactorily resolved at Step 1 above, the grievant or the Union may submit the grievance to the Public Authority Director in writing within ten (10) days of notice of the Step 1 decision. The grievance shall state which provision of the MOU has been violated, and the remedy sought, if any.

The Public Authority Director or his/her designee shall have ten (10) days in which to respond to the grievance in writing. If the grievant or the Union requests a meeting with the Public Authority or designee, such a meeting will be held. If a meeting is held, the Public Authority or designee shall issue a written response within ten (10) days following the meeting.

- (c) **Step 3 (Personnel Director/Risk Manager):** If the grievance is not resolved at Step 2 above, either the Union or the IHSS Public Authority may, within ten (10) days of notice of the Step 2 decision file written notification with the other party that the grievance is being advanced to Step 3 with the Personnel Director/Risk

Manager (pursuant to agreement for services between the Public Authority and County of Yuba, effective March 1, 2003).

The Personnel Director/Risk Manager or designee shall have ten (10) days in which to respond to the grievance in writing. If the Union requests a meeting with the Personnel Director/Risk Manager or designee, such meeting will be held. If a meeting is held, the Personnel Director/Risk Manager or designee shall issue a written response within ten (10) days following the meeting.

- (d) Step 4 (Advisory Arbitration): If the grievance is not resolved at Step 3 above, either the Union or the IHSS Public Authority may, within thirty (30) days of notice of the Step 3 decision file a written notification with the other party that the grievance is being advanced to Step 4, Advisory Arbitration.

Upon receipt of a request for Advisory Arbitration the Personnel Director will contact the State of California, Office of Administrative Hearings to request the assignment of a Hearing Officer to hear the grievance. In the event the Office of Administrative Hearings cannot provide an Administrative Law Judge to preside over the hearing within thirty (30) days from the date of the request, the Personnel Director may obtain a list of five (5) hearing officers submitted by the American Arbitration Association. Within twenty (20) days of receipt of the list the parties will select a Hearing Officer by alternatively striking names until one name remains. The party to strike the first name shall be selected by lot. The parties to the hearing may directly select a neutral third party to hear the matter and render a decision.

The Hearing Officer shall have no authority to add to, delete from or amend the Memorandum of Understanding. The Hearing Officer shall issue written findings of fact and recommendations and, shall forward such findings and recommendations to the Clerk of the Governing Board.

The cost of the hearing officer and court reporter, if used, shall be shared equally by the parties. Each party shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

The hearing officer shall render his/her decision within twenty (20) days following the hearing.

The decision of the Hearing Officer shall be advisory to the Governing Board of the IHSS Public Authority.

- (e) Step 5 (Governing Board): The findings and recommendations of the Hearing Officer shall be presented to the Governing Board within twenty (20) days after the Hearing Officer has issued his/her decision. Representatives of the Union and the Public Authority shall be provided the opportunity to address the Governing Board for the purpose of making a presentation in support each party's position regarding the acceptance, rejection or modification of the Hearing Officer's recommendations. Such presentations shall rely solely on the evidence and information previously presented to the hearing officer.

The Board will take the findings and recommendations of the Hearing Officer under advisement and will render a decision within twenty (20) days after the presentation of said findings and recommendations to the Board. The Board may accept, reject or modify the recommendations of the Hearing Officer.

#### **9.5 Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. If the grievant or the Union fails to file or advance a grievance within the above specified time limits, the grievance shall be forfeited. If the IHSS Public Authority fails to respond within above specified time limits, the grievant or the union, whichever is appropriate, may advance the grievance to the next Step.

The Union and the Public Authority may mutually agree to waive the time limits for the processing of a grievance. Such waivers shall be in writing and shall be for a specified period of time.

#### **9.6 Union Notification**

If a represented IHSS Provider files a grievance at Step 2, but is not represented by the Union in the processing of said grievance, the Public Authority shall give the Union a copy of all grievance materials.

## **SECTION 10 TRAINING**

### **10.1 Training**

Consistent with California Welfare and Institutions Code Section 12301.6, the Public Authority shall provide for the training of homecare Providers and Consumers. The Public Authority will develop and implement a training plan with input from the Union and the Labor-Management Committee. The Public Authority shall provide reasonable notice to the Union of provider training classes.

## **SECTION 11 HEALTH AND SAFETY**

### **11.1 Protective Equipment and Supplies:**

The IHSS Public Authority will make available standard gloves (including non-latex gloves), masks and disinfectant hand wipes at no charge to providers and consumers who request the supplies. The Public Authority shall have no obligation to reimburse Providers for purchases of supplies. Nothing in this section will be construed to limit or interfere with the consumer's right to establish conditions of a Provider's employment.

### **11.2 Other Health and Safety Issues:**

Other health and safety issues will be referred to the Labor-Management Committee, including but not limited to the adequacy of protective equipment and supplies and their distribution.

## **SECTION 12**

### **LABOR-MANAGEMENT COMMITTEE**

#### **12.1 Labor Management Committee**

In order to encourage open communication, promote harmonious relations and resolve matters of mutual concern, the parties agree to create a labor-management committee. The committee will be governed by the following:

- A. The committee will meet as mutually agreed to by the parties. Agenda items shall be submitted to the designated individual at least seven days prior to each scheduled meeting. The proposed agenda shall be distributed to each committee member five (5) days prior to the meeting. Absent mutual agreement to do otherwise, only those items listed on the prepared agenda may be discussed at a labor-management committee meeting.
- B. The role of the committee will be advisory in nature. The committee will have no authority to delete from, add to or modify this MOU. Committee meetings will not serve as a substitute for nor will they satisfy the parties' mutual obligation to meet and confer in good faith regarding matters within the scope of bargaining.
- C. The committee will be composed of three (3) representatives appointed by the Public Authority and three representatives appointed by the Union. The Public Authority Director will be one of the committee members. At least one of the Union representatives will be a Union official (a representative or steward who has authority to reach agreements).



**SECTION 13**  
**FULL UNDERSTANDING, SEVERABILITY AND TERM**

**13.1 Full Understanding**

The IHSS Public Authority and the Union agree that this Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other party shall not be required to meet and confer during the term of this MOU with respect to any matter covered herein, except regarding the interpretation of this MOU. Nothing in this Section is intended to prevent the IHSS Public Authority and the Union from meeting and conferring during the term of this agreement regarding matters covered herein upon the mutual agreement of the parties to do so.

**13.2 Severability of Provisions**

If any section, subsection, sentence, clause or phrase of this MOU is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The IHSS Public Authority Board declares that it would have passed this MOU and every section, subsection, sentence, clause or phrase, regardless of the fact that any one or more section, subsection, sentence, clause or phrase be declared unconstitutional or invalid.

**13.3 Term**

This Agreement shall become effective the first business day following final approval by the Public Authority Governing Board and shall terminate on June 30, 2014.

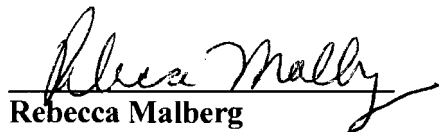
## SIGNATURES

This Memorandum of Understanding is made and entered into on this \_\_\_\_ day of June, 2011.

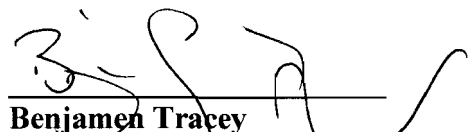
**For The Union:**



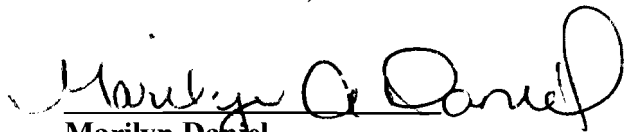
**Dave Regan**  
**President, SEIU UHW**



**Rebecca Malberg**  
**Director, SEIU UHW**



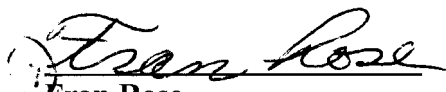
**Benjamin Tracey**  
**Assistant Director, SEIU UHW**



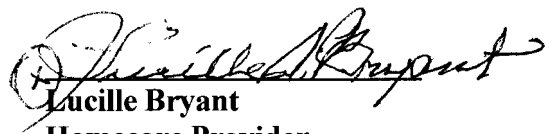
**Marilyn Daniel**  
**Homecare Provider**



**Etoye Wright**  
**Homecare Provider**




**Fran Rose**  
**Homecare Provider**



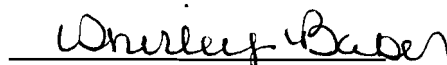
**Lucille Bryant**  
**Homecare Provider**

**For The Public Authority:**

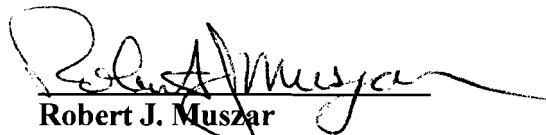
**Roger Abe**  
**Chair, Board of Directors**



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



**Shirley Baker, Director**  
**IHSS Public Authority**



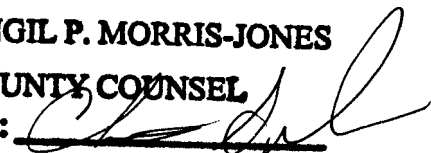
**Robert J. Muszar**  
**Chief Negotiator**

**APPROVED AS TO FORM**

**ANGIL P. MORRIS-JONES**

**COUNTY COUNSEL**

**BY:**



6-21-11

*CONSENT*

*AGENDA*

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# The County of Yuba

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## DEPARTMENT OF ADMINISTRATIVE SERVICES

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DOUG McCOY - Director

TARA REPKA FLORES - Assistant Director



269-11

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(530) 749-7880  
FAX (530) 749-7884

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June 28, 2011

To: Board of Supervisors  
From: Doug McCoy, Director of Administrative Services  
Subject: Approve Chair to approve agreement with Atkins North America for a Flood Control Website

### **RECOMMENDATION**

Recommend the Board of Supervisors approve an agreement with Atkins North America for the development and implementation of a Flood Preparedness Website for Yuba County and authorize Chair to execute same.

### **BACKGROUND/DISCUSSION**

The County has entered into a memorandum of understanding with the Yuba County Water Agency for grant funds for the purpose of flood preparedness, recovery and response activities conducted by the County Office of Emergency Services (OES). This funding has been approved for the purpose of developing a Flood Preparedness Website that will include the technological advancements needed to provide flood awareness and information to the community.

The County has a history of high water and flood events. In recent years, there have been significant efforts made to improve the structure and integrity of our levee system. Though these efforts still continue, it is recognized that there is still a need to create a tool that will prepare and inform the community of the possible risk of high water and a flood and to alert them in case of an event.

To better prepare the community for such events, and in the event of an actual flood, the goal of this website is to offer up-to-date river level information, advanced warnings, shelter locations, preparedness information, serve as a media hub, and many other tools that the community can utilize to become more informed. In addition, there will be a mobile version to allow smart phone and portable device users the ability to receive alerts and a condensed offering of the web version.

The website will be hosted from an off-site location. This will ensure its safety and reliability in the event of a flood while also allowing County staff to remotely access this site for updates as necessary.

## **ANALYSIS**

A formal Request for Proposal (RFP) was let on February 10, 2011 for agencies to provide proposals for both marketing and technical services for website development. The RFP closed on February 28, 2011 and resulted in the receipt of four proposals: Atkins North American (formally PBS&J), Wag the Frog, Chico Web Design and Moonrise Productions. Interviews with the top three candidates were conducted on March 28, 2011. The evaluation committee consisted of members of the Yuba County Water Agency, County Administrator's Office, Information Technology and Administrative Services. The decision was made to award to Atkins North America with Kim Floyd Communications as their subcontracted marketing partner.

## **COMMITTEE ACTION**

This item was presented to the Public Facilities Committee on June 21, 2011 and was recommended for approval.

## **FISCAL IMPACT**

The funding for this project is being provided by a grant from the Yuba County Water Agency.

Projects costs for the design, implementation and the first three years of website hosting and maintenance are estimated at \$125,000.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT for marketing, development and execution of a Flood Control Website, hereafter referred to as "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

Atkins North America  
"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: June 28, 2011

Termination Date: June 30, 2014

Notwithstanding the term set forth above, and unless this contract is terminated by the COUNTY prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a thirty (30) day written notice to the CONTRACTOR. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

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

### **3. PAYMENT.**

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

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

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

### **5. ADDITIONAL PROVISIONS.**

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

### **6. GENERAL PROVISIONS.**

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

### **7. DESIGNATED REPRESENTATIVES.**

The County's Purchasing Agent is the representative of the COUNTY and will administer this Agreement for the COUNTY. Donna Huey, Senior Vice President 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 – Scope of Work
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Flood Control Website Request for Proposal
- Attachment G – Request for Proposal



9. **TERMINATION.** COUNTY shall have the right to terminate this Agreement upon thirty (30) days written notice to the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this

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

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA

\_\_\_\_\_  
Chair

for Robert Scott Lawton  
Donna Huey,  
Senior Vice President

INSURANCE PROVISIONS  
APPROVED

DEPARTMENT APPROVAL

Martha K. Wilson  
Martha K. Wilson,  
Risk Manager

Doug McCoy  
Doug McCoy,  
Director of Administrative Services

APPROVED AS TO FORM:  
COUNTY COUNSEL

Maria Bryant-Pelland  
for Argil Morris-Jones,  
County Counsel

**COUNTY OF YUBA**  
Flood Control Website – Atkins North America

**ATTACHMENT A**

**SCOPE OF WORK**

**A.1 SCOPE OF SERVICES AND DUTIES.** Sections A.1.1 through A.1.6 detail the project expectations to be provided by the CONTRACTOR. The full RFP and CONTRACTOR’S proposal can be found in Attachments F & G.

**A.1.1** CONTRACTOR shall work with COUNTY to provide a website that displays Yuba County’s excellence and leadership in emergency management and flood protection and preparedness, which can easily be utilized as a forward thinking communication center for our citizens, emergency responders, educators, employees and the media. The focus of the solution shall be quality subject matter content, simplicity in design and ease of use and maintenance.

A collaborative effort will be made between the CONTRACTOR and COUNTY to determine what the best options are for marketing, development and execution of the website. These specific items will take place during development meetings and will be defined in a project plan and project schedule. Sections A.1.2 through A.1.3 and all subsections are the minimum requirements of the CONTRACTOR.

**A.1.2 MARKETING EXPECTATIONS AND DELIVERABLES:** The CONTRACTOR will be responsible to create branding and lead the overall site concept and design. Branding will include logos, slogans and other graphics to identify publicize and otherwise brand our website project. The marketing results shall drive the final list of pages to be included in the site. Community involvement is crucial to and a community involvement plan should be included in the overall project plan and should include publicity, various types of community meetings and an email marketing distribution plan.

The COUNTY Office of Emergency Services will be the authorized signor for the content that will be on each page.

The following is a list of marketing deliverables that shall be provided by CONTRACTOR. The actual order that these deliverables are completed will be dependent on how the project plan is structured and what the COUNTY approves. These expectations will tie to actual milestones as outlined in Attachment B, Payment.

**A.1.2.1** All branding, design, publicity, print and campaigning for the public and the website are to be completed by CONTRACTOR.  
CONTRACTOR is to present at least two branding concepts to

COUNTY for selection. COUNTY shall have final approval of branding concepts, and shall have the ability to ask for additional branding concepts if the first sets presented are not acceptable to COUNTY. All graphics created for use in the project shall be provided to COUNTY in appropriate quality format to be used for future print and electronic materials by COUNTY.

- A.1.2.2 Plan for community involvement, which shall be reviewed and approved by COUNTY prior to implementation.
- A.1.2.3 Appropriate documentation capturing community input.
- A.1.2.4 Visual design/mock up of site, in conjunction with technical partner, for approval by COUNTY prior to implementation. Consider community input to approve approach.
- A.1.2.5 Detailed listing of all pages to be included and content for each page, with sign off from COUNTY.
- A.1.2.6 Content for each page.
- A.1.2.7 Creation of publicity plan for website.
- A.1.2.8 Email marketing plan for information distribution of information.
- A.1.2.9 Implementation of publicity and email marketing plans.

**A.1.3 TECHNICAL EXPECTATIONS AND DELIVERABLES:** Use of best practices for development of a web site, and coordinate with County in developing the site so that it is easily maintainable by either vendor or county staff. The site shall be visually appealing, with a common theme and consistent design that is easy to navigate.

CONTRACTOR is responsible for design, development and implementation of an enterprise level web site focused on flood preparedness and to provide as a communication hub to the public.

The following is a list of technical deliverables that shall be provided by CONTRACTOR. The actual order that these deliverables are completed will be dependent on how the project plan is structured and what the COUNTY approves. These expectations will tie to actual milestones as outlined in Attachment B, Payment.

#### **Creative Design**

- A.1.3.1 The number of pages to be built will be dependent on what the COUNTY find necessary. COUNTY estimates the number of pages to be completed to be between 30-50.
- A.1.3.2 Site shall be compatible with all latest generation web browsers and backward compatible with IE versions back to 6.0 or earlier.

- A.1.3.3** The site shall be easy and intuitive to use and quick to load and operate.
- A.1.3.4** Partner has selected SharePoint tools for use in development of website. Partner shall obtain and provide to COUNTY licenses for all tools required to update, maintain and expand web page that COUNTY does not already own.
- A.1.3.6** Design of web site must be accessible according to ADA requirements, wherever feasible. CONTRACTOR is responsible for identifying all ADA accessibility requirements. The DOJ has issued an Advanced Notice of Proposed Rulemaking which would require accessibility in government web pages. CONTRACTOR should be familiar with these requirements and incorporate the necessary items to make this an accessible site as defined in the proposed rulemaking, as well as any other applicable rules and requirements for website accessibility, such as section 508 subsection 1194.22 of the Rehabilitation Act. CONTRACTOR is solely responsible for understanding all legal requirements for accessibility and implementing a site that is compliant. A Bobby Certified site is desired.
- A.1.3.7** Design, develop, test and implement a multi-page traditional web site and companion mobile site. Careful consideration must be given to the ability to update content in an emergency event, and for the information to be available in an emergency event.
- A.1.3.8** Implement GIS maps and ability to update on the fly, potentially without availability of typical development environment. Creative approaches on how to do this simply and effectively are encouraged and welcomed. The COUNTY intends for existing maps and technologies to be leveraged wherever possible. The COUNTY has a GIS division, and technical partner should plan to work with COUNTY GIS function to understand what we currently have in place that can be utilized, in order to be as cost effective as possible. Tool selection for support of any GIS functionality should take into account existing COUNTY environment.
- A.1.3.9** Project management of the entire project, with development of milestones and COUNTY sign offs at appropriate intervals, which shall include a communication plan, regular (weekly at a minimum) communication and status updates.
- A.1.3.10** Site should be key word searchable.
- A.1.3.11** Design of all communication tools must carefully consider the impact to communication systems during an actual emergency event. Low bandwidth messaging should be used wherever possible, because

simultaneous sending of thousands of messages may impact communication systems. CONTRACTOR shall carefully understand this situation and make recommendation on how to best handle this and implement agreed solutions.

- A.1.3.12** Appropriate integration with Facebook and Twitter which may include integration with existing COUNTY presence on these sites.
- A.1.3.13** Implementation of RSS feed.
- A.1.3.14** Implementation of email list management and email distribution services. Provide licensing to COUNTY for ongoing use. Develop recommendation in close concert with COUNTY technical staff as COUNTY desires to have one solution in this space. Recommendation and implementation of tools in this area may become COUNTY standard for other unrelated projects. Current solution is not considered robust enough for expanded uses.
- A.1.3.15** Develop and implement navigation strategy for the site.
- A.1.3.16** Recommend animation and video to be part of the site in key areas where animation and video will be particularly effective. Number of animations and videos is yet to be determined. COUNTY has some video production capacity and may opt to do all or portions of the video production in house. This will be negotiated with CONTRACTOR.

#### **Website Implementation**

- A.1.3.17** Provide up to 24 hours of training to COUNTY staff which shall include written course materials and instruction on how the site was developed, how to maintain it, and how to use and maintain the site using SharePoint.
- A.1.3.18** Provide fully documented source code and system documentation to COUNTY.
- A.1.3.19** Provide all tools and appropriate licenses to COUNTY.
- A.1.3.20** CONTRACTOR will secure a domain name for the COUNTY at the COUNTY'S request.
- A.1.3.21** Provide six (6) months of site support upon final website acceptance and launch (post implementation support).
- A.1.3.22** Provide development of new functionality for up to one year after website implementation based on the hourly rate indicated in Attachment B, Payment, Section B.2, Additional Work. This work should be conducted on a work order basis and approved in writing prior to the commencement of work.

- A.1.3.23** The CONTRACTOR will optimize the COUNTY'S web site with appropriate titles, keywords, descriptions and text and thereafter submit the COUNTY'S web site to each of the major search engines and directories.

**Hosting**

- A.1.3.24** Recommend proper hosting solution and implement upon agreement of selected hosting company by COUNTY. This contract shall provide for three (3) years of hosting. CONTRACTOR will provide pricing options to continue hosting beyond the initial three years.
- A.1.3.25** The COUNTY agrees to select a web hosting service that allows the hosting company (to be determined) full access to the web site and a cgi-bin directory and at minimum by FTP and tenet. The COUNTY further understands that if the web hosting service's operating system is not a Unix system, standard CGI software may not work, and providing a substitute may incur additional services.
- A.1.4** The first project meeting will take place within 2 weeks of contract execution.
- A.1.5** A full project plan and project schedule will be created to meet the needs of the project. This should be completed within 30 days from the first project meeting.
- A.1.6** Branding concepts and marketing plan within 30 days of first project meeting.
- A.1.7** Any changes made to the project plan or schedule shall be approved by the COUNTY'S Assistant Director or Chief Administrative Officer (CAO) in writing prior to the commencement of work.
- A.1.8** Milestones will be created within the project plan and schedule and movement to the next phase of the project should not commence until the COUNTY has approved and accepted the preceding phase.
- A.1.9** The COUNTY expects that the website will go live no later than November 30, 2011. If any changes are required to amend this date, the COUNTY and CONTRACTOR will negotiate such changes and make a written agreement as to such.
- A.1.10** CONTRACTOR may display credit for the work that has been conducted to create the website. This credit is to be displayed as the company's name and/or logo at the very bottom of the website's landing page. A link to the CONTRACTOR'S company cannot be displayed on any page of the website.

**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 materials, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

**COUNTY OF YUBA**  
Flood Control Website – Atkins North America

**ATTACHMENT B**

**PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee not to exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00). Payment for services will be based on milestones reached in the project as outlined below:

**Marketing Milestones:**

Initial Payment

Not to Exceed \$10,000

Completion of 80% of the items indicated in Attachment A, Section A.1.2.

Not to Exceed \$ 7,000

Completion of Website Testing and County Acceptance

Not to Exceed \$ 2,000

Retention – Completion of the remaining items as indicated in Attachment A, Section A.1.2

Not to Exceed \$ 1,000 to be released at project completion & COUNTY acceptance

**Total Marketing Portion should not exceed \$20,000.**

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**Technology Milestones:**

Initial Payment

Not to Exceed \$10,000

Creative Design Acceptance

Not to Exceed \$10,000

Final Content Design Acceptance

Not to Exceed \$10,000

Website Implementation

Not to Exceed \$15,000

Retention

Not to Exceed \$25,000 to be released at project completion  
& COUNTY acceptance

**Total Technology Milestones should not exceed \$70,000.**

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**Hosting:**

Final Hosting Solution for the period of three years will be determined as the project is developed and the final determination is made as to what type of hosting is necessary. This amount will vary based on the final hosting solution that is chosen.

**This payment shall be made and paid for upon this final decision and should not exceed \$30,000.**

For payment to be made, all work completed under this agreement must be inspected and approved by COUNTY at the aforementioned milestones and at project completion. In no event shall total compensation paid to CONTRACTOR exceed (\$125,000.00) without a formal written amendment to this Agreement approved by the COUNTY.

**B.2 ADDITIONAL WORK.** CONTRACTOR will provide development of new functionality for up to one year after website implementation based on the following hourly rates. This work should be conducted on a work order basis and approved in writing prior to the commencement of work:

<b>Project Manager</b>	<b>Sr. Software Developer</b>	<b>Software Developer</b>
\$160/per hour	\$130/per hour	\$100/per hour

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

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

**COUNTY OF YUBA**  
Flood Control Website – Atkins North America

**ATTACHMENT C**

**ADDITIONAL PROVISIONS**

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

**C.2 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.** CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, COUNTY, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

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

**C.5 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 (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 CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days

following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

**C.7 LIEN WAIVERS.** Prior to beginning work, CONTRACTOR shall provide COUNTY with a comprehensive list of all sub CONTRACTORs to be used on the project. CONTRACTOR shall provide lien waivers to COUNTY for all sub CONTRACTORs utilized on project within 10 days of final payment by COUNTY.

**C.8 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.9 SECURITY CLEARANCE AND BACKGROUND CHECK.** CONTRACTOR shall comply with all COUNTY facility security requirements in effect during the contract period and any extension. CONTRACTOR 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 CONTRACTOR'S expense and shall be coordinated by the CONTRACTOR with the Yuba COUNTY Probation Department, 215 5<sup>th</sup> St. Marysville, CA 95901. CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR'S assigned personnel. CONTRACTOR 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 CONTRACTOR to meet with the COUNTY's authorized representative to discuss these matters. The Agreement may be terminated if the CONTRACTOR is unable to perform the work with persons acceptable to the COUNTY.

**C.10 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.

**C.11 COPYRIGHTS AND TRADEMARKS.** The COUNTY represents to CONTRACTOR and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to CONTRACTOR for inclusion in web pages are owned by COUNTY and the COUNTY has permission from the rightful owner to use each of these elements, The CONTRACTOR will hold harmless, protect, and defend the COUNTY from any claim or suit arising from the use of such elements furnished by the CONTRACTOR.

**C.12 OWNERSHIP TO WEB PAGES AND GRAPHICS.** Copyright to the finished assembled work of web pages and graphics produced by the CONTRACTOR shall be vested with the COUNTY upon final payment for the project. This ownership is to include, design, photos, graphics, source code, work up files, text, and any program(s) specifically designed or purchased on behalf of the COUNTY for completion of this project.

**COUNTY OF YUBA**  
Flood Control Website – Atkins North America

**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 Operative Provision No. 9.

**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.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

Donna Huey, Senior Vice President  
Attn: Dan Henderson, Senior Project Manager  
Atkins North America  
1200 Second Street  
Sacramento, CA 95814

**COUNTY OF YUBA**  
Flood Control Website – Atkins North America

**ATTACHMENT E**

**INSURANCE 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 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. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. Professional Errors and Omissions Liability Insurance is required, 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, as applicable.)	<b>\$1,000,000</b>	Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	<b>\$1,000,000</b>	Per accident for bodily injury and property damage.
3. Workers' Compensation:	As required by the State of California	

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

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

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

- a. The COUNTY, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the CONTRACTOR; or automobiles owned, leased or borrowed by the CONTRACTOR.
- 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 CONTRACTORs 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 vendor by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

**E.3 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

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

**E.5 SUB-CONTRACTORS.** CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

**COUNTY OF YUBA**  
Perimeter Network Upgrade – Evolve Technology

**ATTACHMENT F**

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**CONTRACTOR'S PROPOSAL**

The terms and conditions indicated in the following CONTRACTOR'S proposal do not supersede those indicated in the previous Attachments and Provisions of this contract.

CONTRACTOR proposal dated March 15, 2011



# Proposal Details

*PBS&J proposes a Microsoft SharePoint solution that is commercially available, sustainable, and provides great flexibility for the County.*

## 1. Summary of Overall Approach

As the goals of this project state, Yuba County is seeking to demonstrate its leadership in flood control initiatives through the use of a web portal that can be accessed by citizens, emergency responders, educators, and the media. This portal should be accessible 24/7/365 during emergency and nonemergency situations in a secure off-site hosting facility. Simplicity of design is key, but the solution should be scalable and perform effectively and efficiently under emergency situations. The site should also be designed to ensure that nontechnical staff can maintain it through a web content management system.

In addition to the technical requirements, there is potential to help improve Yuba County's Community Rating System (CRS) rating from its current rating to 7 or better with the implementation of this website. The team will bring to bear its extensive experience with the CRS and National Flood Insurance Program (NFIP) requirements to design tools that are usable by all stakeholders and improve flood management in the county.

The consultant team of PBS&J and Kim Floyd Communications will work closely with County staff to effectively design and implement a site that takes advantage of work already completed for similar projects. This will ensure that proven technologies and marketing approaches are utilized and help to conserve costs associated with web development. Our team will construct a website that is enterprise in nature and consistent with both the marketing design and industry.

## 2. Allocation of Services

PBS&J will serve as the technical partner on this contract; Kim Floyd Communications will serve as the marketing partner. Our team is willing to take an award of only marketing or technical services.

## 3. Marketing Approach

### Community Engagement Plan

In close consultation with the County, Kim Floyd Communications will produce a community involvement plan to serve as a guide for engaging stakeholders (both internal and external) in all phases of website development. Engagement activities will be structured to feature varying levels of participation, providing opportunities for ongoing and/or one-time input using a variety of strategies. Elements of the plan will include an analysis of internal and external stakeholder groups, and specific tactics for outreach and engagement for each. The plan may include, but is not limited to, the following:

- **Technical Advisory Group.** Consisting of a group of internal stakeholders, such as the Yuba County Water Agency (YCWA) and County Departments (Child Support Directors Association, Public Information Office, Office of Emergency Services, Health and Human Services, Sheriff, etc.), along with representatives from the cities, levee districts, school districts, and emergency responders/hospitals, this working group will provide high-level input and review of website concepts, content development, and functionality on an ongoing basis. Participants will be hand-selected for participation, in consultation with the County. A meeting schedule will be determined based upon the project timeline. The project team will be responsible for identifying meeting purpose, developing meeting agendas and materials, facilitation, and providing summaries of outcomes.



- **Community Advisory Group.** This working group, which will include interested community members and representatives of organized business/civic groups, will be charged with providing input on the information and features included in the website, and serve as the "sounding board" for testing key messages, content, and tools. Each member will be provided with information and resources to solicit and encourage input from community members within their spheres of influence, broadening the base for public input and increasing interest in the project. Interactive, creative meeting formats will be employed. Participants will be selected based on an open call for participation. A meeting schedule will be developed to match key project milestones. The project team will be responsible for determining meeting purpose, developing agendas and materials, facilitating, and providing summaries of outcomes.
- **Public Outreach.** At project inception, the project team will work with the County on the development of online and paper surveys to query potential users on their wants and needs related to an emergency preparedness and information hub related to flood protection. A web-based forum will be developed and moderated to encourage community brainstorming, discussion, response to specific questions, and feedback on proposed ideas. The project team will also assist the County in preparing presentations to civic, business, and neighborhood associations (at project startup and completion).

Stakeholder feedback will be evaluated and reported to the County on an ongoing basis; a final report will be presented following the completion of the project.

## Branding

The flood protection website brand will need to communicate a clear message, connect emotionally with users, and convey credibility. To achieve these objectives, the needs and wants of the stakeholders must be identified and understood. Kim Floyd will lead all aspects of brand development. At least one Technical Advisory Group and Community Working Group meeting will be partially dedicated to identifying needs and wants of stakeholders, the results from which will be further tested through web-based and paper surveys. At least two branding concepts will be presented for consideration; brand concepts may include logos, text treatments, and mottos. The project team will provide high-resolution graphics to the County for ongoing and related use once a final brand has been selected. The brand will be fully integrated in all marketing materials.

## Website Content Plan and Development

Using findings from the community engagement process, the consultant team will develop a menu of web pages and a navigation "map" for County review and approval, and presentation to the Technical Advisory Group. Following the approval of the website menu, Kim Floyd and PBS&J will capitalize on their in-depth knowledge of and experience with flood and emergency management issues to lead the content development process. Prior to mocking up the site, the County will have the opportunity to review and provide input on all content (without graphics). Following general content approval, a mockup will be developed and presented to the Technical and Community Advisory Groups, as appropriate, and revised based upon input from these groups. Prior to finalizing and launching the website, Kim Floyd will conduct usability testing with ten community members not previously involved in the website development process (to eliminate bias). The usability testing will be a focused research activity that will address content, navigation, and functionality. Results will be used to improve and refine the website prior to launch.

## Marketing Plan Development and Implementation

Prior to launch, Kim Floyd will create a creative marketing plan designed to increase public awareness of, interest in, and use of the website. Wherever possible, the plan will capitalize on low- to no-cost strategies, such as taking full advantage of existing communication vehicles to advertise and promote the site (such as web-based forums, neighborhood association and industry newsletters, public service announcements, and partnerships with organizations represented in the Technical and Community Advisory Groups). An exhaustive audience analysis will be conducted as part of the plan's development to ensure that marketing strategies and tactics are targeted and far-reaching. The plan will also employ easy-to-use, low-cost, web-

based information distribution tools (such as eNews, alerts, etc.), and evaluation measures to determine effectiveness. The consultant team will be responsible for implementation upon approval from the County.

#### 4. Technical Approach

To meet the many needs of Yuba County for the Community Flood Information Website, PBS&J proposes the use of Microsoft SharePoint 2010 (SP10) supported with MicroSoft SQL Server and .NET coding environment. This software is commercially available, sustainable, and provides great flexibility for the County. The proposed solution will provide a series of well integrated portals that will cleanly separate topic areas to focus the user-specific messages and showcase the County's strong leadership in flood control initiatives.

The use of SharePoint will specifically meet the County's goals in that it is:

- Highly flexible and scalable to meet the changing needs of the County and the community over time.
- Easy-to-update environment suitable for nontechnical staff to keep data current and fresh to engage and educate the community.
- Technically robust to support geographic information systems (GIS) integration, video and multi-media feeds, and advanced social networking capabilities.

PBS&J is highly skilled and experienced in the design, development, deployment, hosting, and maintenance of enterprise websites integrated with GIS. Coupled with our expansive portfolio of technology services for the flood management industry, we are confident that this technical solution and approach will meet the County's needs.

Below are details of our approach as it relates to specifically identified County requirements:

- PBS&J has a mature software development business practice. Our standards and best practices for delivering technology solutions are outlined in the next section.
- SharePoint provides for the use of "skins" and other design elements that will ensure that the themes, artwork, logos, and overall look and feel of the website are reflective of the marketing plans.
- SharePoint is compatible with all the latest web browsers. Specifically regarding Internet Explorer (IE), SP10 is compatible with IE versions 7 and higher, with later versions most likely able to take advantage of more advanced feature integration with MS Office products. We have found backward compatibility to this version meets the needs of today's public community stakeholders without issue.
- The overall architecture and design of the underlying SharePoint product provides intuitive features for developers and content managers to quickly update information in a user-friendly environment. Additionally, our experience in designing and managing SharePoint sites for public use will ensure that this intuitive experience extends to the public audience.
- PBS&J has the necessary hardware and software tools to support the immediate deployment of a SharePoint-based website for the County. At this point, there are no other third-party tools envisioned that will be necessary to deploy and maintain the website. No additional tools are anticipated to be required by County staff to support content management based on this approach.
- SharePoint provides the infrastructure to support a website design that is fully compliant with the 2010 American Disabilities Act (ADA) Standards for Accessible Design ([http://www.ada.gov/2010ADASTandards\\_index.htm](http://www.ada.gov/2010ADASTandards_index.htm)). Our experience working with SharePoint and supporting ADA-compliant features and functions will be a key advantage in the design and requirements phase of this project to ensure all features and functions proposed in the final design meet these needs. The site, based on this final design, will then be developed to ensure that these compliance criteria are met, and the site in final form will be Bobby certified. Our experience tells us that some of the features desired, such as GIS integration, may not readily lend themselves to full ADA compliance. However, PBS&J has been successful in other projects to provide similar features and functions in parallel to the GIS so that

the same information can be retrieved by the user even though the entirety of the mapping function may not be.

- The SharePoint environment can leverage web parts and portals that provide great flexibility both in terms of "on-the-fly" content update and management for emergency events and also supports content interaction from mobile devices such as Apple, Android, and Blackberry smart phones. Authentication to all or portions of the site can be managed through role-based access managed by the built-in SP10 security administration. This security level allows you to distribute content management responsibilities, manage content remotely, and allows us to create different content for different user groups accessible only through their managed security access.
- The SharePoint software supports a highly scalable environment. The software can be deployed on a single server and can scale upwards to an environment composed of multiple servers working together in a "farm" scenario.
- ESRI has recently made available a SharePoint plug-in to support GIS integration with SP10. PBS&J has previously integrated GIS with SharePoint and proposes the use of ESRI's new tools to enhance the customer experience. To control costs, we propose a basic mapping portal for the initial website deployment that leverages readily available and formatted data. Over time, this feature can be easily expanded as data and budget allow. PBS&J's brings world-class software and flood hazard technology developers to work on this project, the same staff who created the FloodMap™ suite of services (FloodMap™ Desktop, FloodMap™ Online, and FloodMap™ Mobile). The County has access to development staff specifically trained and experienced in flood hazard communication and visualization.
- Our Project Management Institute (PMI)-certified project manager, Dan Henderson, will ensure proper documentation and consistent communication with the County throughout the project so that the entire project team is thoroughly informed. This will include development of a project charter at the onset of the project outlining all milestones, communications protocols, and success criteria.
- Keyword searches will be enabled on this website through the standard SP10 features.
- Email notification will be enabled during flood events or for other communications from the County.
- SharePoint provides standard syndication tools to send and receive Really Simple Syndication (RSS) information feeds to RSS readers which integrate with social networking sites (e.g., Facebook and Twitter) and personal mobile devices during emergency events when bandwidth and communication systems are limited. These features can also be highly valuable during non-emergency periods to promote flood risk awareness across the County.
- The website will allow users to register for information and updates that are sent from the website to users' email inboxes, which keeps them up-to-date in near-real-time for the information that is most important to them. This user email registry can be designed for export to be leveraged by both the Marketing Partner and the County for other communication needs. Users will have the ability to unsubscribe to the registry as well.
- SharePoint can readily include video animation as a web part. PBS&J has in-house capabilities to support the County if needed. However, to control costs for initial site development and deployment, PBS&J proposes use of County or other industry-available video and photography. Our experience provides knowledge of good material ready for use to minimize up front investment in this area.
- PBS&J will provide training to County staff for the website. Two levels of instruction can be provided. One level involves training appropriate County staff on how the website was developed, how to navigate and use the site, and how to maintain the site. A second level of training can be provided for those County staff specifically responsible for aspects of site administration and content management. Training manuals will be provided for both levels in printed (hard) and digital (soft) formats.
- As a result of our software development best practices, the fully documented systems requirements and specification documentation will be delivered to the County along with any additional and appropriate release notes or technical administration and maintenance information.

- PBS&J will provide hosting and support for the website for a minimum of six months with an option of up to three years. During the initial six months, the support will include very minor site changes and technical assistance as needed for County content managers. A specific number of changes will be defined by the client. If new features are proposed in the six-month timeframe, each will be specifically documented and estimated as to the scope of each request so that the County can make informed decisions regarding updates to features.

## **PBS&J Software Development Best Practices**

The PBS&J team philosophy in designing, programming, deploying, and maintaining software applications and tools is derived from our extensive experience in application development for numerous government agencies and private-sector clients. We strongly believe that to achieve success in information management projects, it is critical to involve the end users and stakeholders throughout the process to obtain their buy-in for the proposed solution. We feel it is crucial to maintain executive support by keeping the vital decision makers regularly informed on activity progress and anticipated return on investment for proposed projects. The following paragraphs describe our process.

### **Requirements Gathering**

- Define Current State.** Participant Interviews. During this phase, the team will conduct interviews with the stakeholders and subject matter experts defined by the County. The objective of these interviews will be to gather information about the County's current processes with a special focus on data management (sources, ownership, relations, users, etc.).  
The team will also collect information regarding any issues, constraints, or perceived inefficiencies in the current processes. This information will be collected without attribution to the interviewees to ensure their comfort in sharing potential improvements. We will also ascertain the stakeholders' critical success factors and their expectations regarding the desired future state.
- Analyze Data.** Subsequent to interviews, the team will assemble the collected data into business process maps reflecting the current state. The process mapping takes the form of diagrams and documents clearly describing the current process as it stands to provide a baseline of current state, as well as perceived bottlenecks and areas for improvement.
- Validate Findings.** To validate the process findings, the team will conduct a series of meetings with the various work groups. The draft process maps will be presented to the original interviewees to collect any missing information and correct any misunderstandings or inconsistencies.
- Requirements Elicitation and Documentation.** Our work with the stakeholders and subject matter experts—who are intimately involved in the processes—presents a unique opportunity to maximize the potential of these interviews to not only capture processes, but also to understand technology needs. Business analysts will perform much of the business requirements capture in parallel to the process documentation effort, collecting software needs from the stakeholders and project managers. In addition, they will meet with technical support personnel and others who can provide the required detailed information regarding the existing architecture and information technology (IT) standards in use by the County, ensuring that the County's current technology standards are maintained throughout the solution implementation.
- Requirements Approval.** At the conclusion of the requirements-gathering process, the business requirements document will be approved, baselined, and used as the basis of functional requirements development and system specification, which are part of the design phase.

### **Detailed Design**

Once the team completes and thoroughly analyzes the functional specifications, use cases, and mockups, they will begin the detailed design phase. The system architect will create high-level documentation about the system architecture and proceed to design the development, integration, and quality assurance environments that will host the application components during their development life cycles.

A high-level model consisting of all of the major subsystems of the application will be created. It will define the high-level interaction between subsystems and the technologies used to implement each one. The system architect will work with team members with the required expertise to design and develop each subsystem to the component level. When working with pre-existing systems that are to be enhanced, the current code base will be reviewed to find the best approach to add new functionality.

The system architect will present the work in progress to the client on the dates established in the schedule. During this time, any adjustment necessary to the model will be completed so that all of the stakeholders are in agreement.

### **Solution Coding**

Once the system architecture design is completed and approved, the development team will start the coding phase. The team will set up an appropriate work environment for developing, integrating, and testing the software through the development life cycle, as documented by the team lead and the business analyst. Developers are responsible for ensuring that all components pass their individual unit tests, as applicable, prior to promoting the components to the integration environment. The team lead will work with the developers to ensure established best practices are followed and development tasks are performed as scheduled. The team lead will also interact with the business analyst and project manager to ensure that the solution is built in accordance with the approved requirements and design.

Our preferred development approach is iterative in nature, where the stakeholders can review the system as individual components and features are completed. This level of stakeholder interaction in the development process gives the entire project team an opportunity to evaluate components from the specified solution before final delivery and to take any appropriate measure, if needed.

### **Testing and Deployment**

After a successful system testing in our integration environment, the application will be migrated to the County's user acceptance testing (UAT) instance for full system testing. This phase of testing is highly structured and is conducted by our test analyst and the County stakeholders. If, at any point during testing of the application, it does not pass the relevant tests, defects will be documented, prioritized, and rectified. Since the development life cycle is an iterative process, once the defects are resolved, unit testing, system testing (integration testing), and UAT will be conducted again on the revised application.

### **Change Management**

During any phase of development, it is possible that the County may need a specific element to be revised from what was originally specified. This process is called "change management," which entails the documentation of the necessary changes and any impacts on project schedule or budget. Depending on the nature of the issue, the change might be a simple modification of the implementation that could be resolved without major change to the user requirements or design specifications. However, the requested change might also be significant and could require modifying the original functional specifications, re-computing estimates, and rescheduling the implementation milestones. Due to these possibilities, all changes will be documented and tracked. In addition, all necessary approvals from the assigned County liaison will be obtained, and all impacts to the schedule will be noted.

### **Value-Added Options**

PBS&J's long history in both flood management and technology solutions allows us to present certain value-added options in conceiving the County's premier Community Flood Information Website.

- Export kml for use in Google:
  - Integrate key features from our Flood Map™ Online technology. Search by address, stream, parcel, or coordinate (or Pick-a-Point feature to identify unknown addresses)

- Generate Risk Profile PDF
- Link to flood hazard study map and data including:
  - Effective Flood Insurance Rate Map (FIRM) Flood Zones and Base Flood Elevations
  - Letter of Map Amendment (LOMA) status
  - Changes since Last FIRM
- Visualize the wealth of information available through Flood Map™ Data
- Create companion smartphone applications through our Flood Map™ Mobile technology:
  - Visit at <http://itunes.apple.com/us/app/floodmap-mobile/id392069902?mt=8>
  - Deploy county-specific mapping data and spatially-relevant disaster information to users in peace and disaster situations.
  - Enable inputs from community members regarding inundation levels during flood events
- Leverage Flood Map™ Data holding to enhance community awareness:
  - Depth grids will tell the user how deep the water is at their location. Combine with U.S. Army Corps of Engineers (USACE) depth/damage curves to annualize their losses.
  - Velocity grids will calculate swift water and areas that are to be avoided or are at greater peril than can be seen on a typical flood map.
  - Surface grids created at varying return period intervals creating 3D flood models or providing percent flooding chance over 30-year mortgages — information a user can relate to.
  - Historical event and insurance information to help users understand the disaster history of their location.
  - Multi-peril information for earthquake, wind, hail, lightening, fire, and others to produce comprehensive risk awareness and preparedness.

## 5. Project Team

Our project team organization chart is presented in Section 1. The following paragraphs contain brief bios of proposed staff members, and resumes are provided at the end of this section.

**Daniel L. Henderson, PMP, CFM, GISP, Project Manager.** Mr. Henderson is a senior project manager with 14 years of GIS project management, technical, and academic experience including flood management, Federal Emergency Management Agency (FEMA) NFIP and Community Rating System (CRS) programs, GIS application development, and public outreach for local agencies. Mr. Henderson also has experience in GPS survey data collection, flood mapping, levee database development, GIS-integrated urban land-use studies, imagery and light detection and ranging (LiDAR) processing, 3D visualization, environmental modeling, and emergency management. He manages a variety of projects locally and across the country implementing enterprise GIS applications for clients including desktop and web-based solutions. Much of his experience involves integration of data between federal, state, and local agencies to increase efficiency and maximize return on investment. In addition, he has more than five years of GIS training and teaching experience including classroom instruction for entry to advanced level GIS users and on-the-job training of GIS technical staff.

**Joshua P. Price, GISP, CFM, Subject Matter Advisor.** Mr. Price has a solid background in watershed hydrology and hydraulic studies, FEMA Flood Insurance Studies (FIS) and map production, IT software development, GIS, and project management. He has managed integrated engineering and GIS staff in producing thousands of digital flood insurance rate maps (DFIRM) for FEMA and Cooperating Technical Partners (CTP) across the nation including Colorado Water Conservation Board; South Dakota Emergency Management; North Dakota State Water Commission; Montana Department of Natural Resources (DNR); Papio-Missouri River Natural Resource District (NRD); City of Lincoln, Nebraska; Georgia DNR; and FEMA Regions V, VII, and X.

Mr. Price serves FEMA headquarters as the Risk MAP (Mapping, Assessment, and Planning) IT Program Area Manager that oversees operations such as the Mapping Information Platform (MIP), the National Flood Hazard Layer (NFHL), and MIP Black Belts. He is also leading the new LiDAR specifications development known as Procedure Memorandum 61. He is the manager for PBS&J Flood Map™ technologies including: Flood Map™ Desktop, Flood Map™ Mobile, Flood Map™ Online, Flood Map™ Data, and Flood Map™ Services.

**Kim Floyd, Marketing/Communications Lead.** Ms. Floyd has nearly 17 years of experience as a communications professional skilled in public outreach, strategic communication planning, public opinion research, public affairs, and community relations. She focuses on strategic communications planning and implementation for public sector clients, specifically those within the integrated flood management and water resources industries.

Ms. Floyd has expertise in the development of interactive program websites using research-based approaches that include stakeholder involvement and usability testing. She designed and implemented public outreach programs for the Three Rivers Levee Improvement Authority and the Sutter Butte Flood Control Agency to support the formation of benefit assessment districts. She designed and implemented Yuba County's "It's Flood Season. Get Covered." public awareness campaign and recently provided public outreach support for the County's FEMA DFIRM implementation. She also provides public outreach counsel to the California Department of Water Resources Floodplain Management Division for its Flood Risk Notification Program.

**Ian R. Griffin, Technical Lead.** Mr. Griffin is a senior software developer with over seven years experience with all phases of the development life cycle from planning and analysis through design and maintenance of applications built to solve any business need. He has proven experience developing applications of all sizes targeted at a small group of users or an entire enterprise. In addition, Mr. Griffin places an emphasis on customer service to assure that every project meets or exceeds customer expectations and is delivered within budget and time constraints dictated by the customer.

Supporting Mr. Griffin in providing the technical services for this contract will be Soraya Saflicki and Jeremy S. Huckeba. Ms. Saflicki is a technical coordinator with ten years of experience primarily involving networking and software/hardware applications. She is skillful in assessing requirements, determining priorities, analyzing courses of action, and making adjustments for peak efficiency and profitability in fast-paced and dynamic environments. Ms. Saflicki's current general responsibilities with PBS&J include creating and maintaining all SharePoint sites, creating all user accounts on the SharePoint server, maintaining and developing several websites, conducting quality assurance and testing for several projects, and keeping track of all billing for all SharePoint sites and ATG-hosted websites.

Mr. Huckeba has over ten years of IT experience, most recently specializing in software design, architecture, and development at all levels of the application life cycle. His skills demonstrate expertise in the area of requirements analysis, design, and development including advanced programming, conceptual diagrams, graphic user interface (GUI) designs, screen layouts, animation, training, and proposal writing.

## **Statement of Work**

County desires a turn-key, excellent solution that showcases our leadership in flood control. We envision a site with three (3) main areas of focus: Community Education, Preparedness, and Flood Emergency Communication Center.

## **Marketing Partner Expectations**

The Marketing Partner shall act as the creative partner in the design of the project. Creative concept is particularly important on this project. The County desires a design that is unique in its simplicity and thus functionality, and is not typical of government websites. We desire excellent graphic design and layout, coupled with enterprise level technology implementation.

We will look to the marketing partner to create branding and lead overall site concept and design. Technical team must be involved to ensure design concept is possible from a technical perspective. Branding may include logos, slogans and other graphics to identify, publicize and otherwise brand our website project. Additionally, the Marketing partner shall obtain input from project stakeholders including Yuba County Office of Emergency Services (OES), other government agencies in the county, educators, and residents of the county about desired content. The marketing partner shall drive the final list of pages to be included in this site based on the input from the community. The Marketing Partner shall propose an appropriate plan for community involvement along with "not to exceed" pricing, but shall work with the county to finalize the community involvement plan, which may include community meetings, surveys, and other outreach mechanisms to be proposed. We welcome creative and thoughtful ideas on how to best engage the community in designing the type of content desired, as well as validating the proposed design and content. We expect the community outreach to require significant on-site time. The Marketing Partner shall be solely responsible for conducting the community outreach program that is developed with input and final acceptance from County.

Marketing Partner shall be responsible for development of all graphics for the site. Marketing partner shall be responsible for developing the *content* for each page. County resources shall provide available information for input into this process, but it is expected that the marketing partner shall actually develop content in a manner that is consistent with OES policies, standards and procedures. Content shall be developed in close communication with OES, and all content shall be approved by County before being considered complete. Content developed shall be information rich while being crisp and easy to digest. Marketing partner shall be responsible for recommending areas which should include animation and video and shall coordinate with technical partner on creation of said items. Recommend appropriate email marketing plan for distribution of information from this site on an ongoing basis, appropriate to the specialized needs of this type of site in an emergency situation.

Marketing partner shall be responsible for developing and implementing the publicity plan to launch this website.



## **Terms and Conditions**

**Contract Term.** The term of the agreement resulting from this solicitation will be annual with two one year extensions at the county's option. The contract is expected to start as early in 2011 as practically possible following selection. It is expected that the primary project scope will be completed in an expedited manner and shall be complete absolutely no later than November 2011. Extensions shall be for support, hosting and new project development purposes only.

**Project Schedule.** Once selected, proposer will complete contract and agree upon start date and work schedule. County desires for work to begin as early as possible in 2011. Project shall be completed as early in 2011 as possible, and County expects vendor to begin work as soon as contract is executed. Website shall be completed no later than October 31, 2011. Maintenance and change order work may continue beyond October.

**Subcontractors and Key Personnel.** No portion of work shall be subcontracted to a third party vendor, and no change in key personnel shall be made, without prior written consent from County. Failure to comply with this term may result in cancellation of contract and elimination of any obligation from County.

**Work Product.** County shall be sole owner of all writings, source, graphics and other work product produced during the course of performance of the contract once awarded.

**Liquidated Damages.** County and Vendor recognize County will suffer extensive damages if the Work is not completed within the time specified above in Project Schedule, the exact amount of which is difficult to ascertain. Accordingly, if Contractor fails to achieve 100 percent completion of the Work within the time specified above, Owner shall be entitled to retain or recover from Contractor, as liquidated damages for delay (but not as a penalty) the sum of **\$500** per day commencing on the expiration of the time specified above and continuing until the actual date of 100 percent completion. Owner may deduct liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Agreement.

**Submittal Instructions.** Before submitting a proposal, Contractors shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. Copies of FIVE unbound proposals must be submitted clearly marked as follows:

***"Flood Control Website"*** to:

Yuba County Department of Administrative Services  
Attn: Purchasing and Contracts  
915 Eighth Street, Suite 119  
Marysville, California 95901

No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.

**Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than Monday, February 28, 2011 at 5:00pm.

**Proposal Validity.** Proposals must be valid for a period of not less than ninety (90) days after the solicitation closing date.

**Background Checks.** County may require background checks at their discretion. County typically *will* require background checks of any personnel with unrestricted access to county physical sites, or requiring logon access to County computer systems. Vendor should be prepared to have employees background checked at their own expense, upon request by County. This would typically include fingerprinting and subsequent checks of Department of Justice and Federal Bureau of Investigation records. The cost of this type of back ground check differs depending on where the check is initiated, but is typically less than \$100 per person.

**Addendums.** Contractors are responsible for ensuring that their proposal includes any changes or additions made by Addendum. These Addenda, if applicable, will be emailed and or mailed to the contact provided in the Qualifications Appraisal Phase.

**Contact Information.** Andrea Armstrong, Contracts and Purchasing Administrator for Administrative Services, is the designated contact person for questions related to this Request for Proposal. All questions must be received in writing via email, fax, or USPS mail service. Responses will be returned in writing and only the answers in writing will constitute an amendment as the correct, accurate and binding response from the County. All questions and responses will be posted and shared with all participants, applicants and Contractors. Andrea's contact information is: email [aarmstrong@co.yuba.ca.us](mailto:aarmstrong@co.yuba.ca.us), fax 530-749-7884.

All questions received in writing must be received by Monday, February 21, 2011.

## **Additional Requirements**

- 1) The contractor must demonstrate they have the technical expertise, experience, facilities, capabilities and financial resources necessary to perform the work in a satisfactory manner.
- 2) Part of the selection process will include a credit check and financial evaluation of the business.
- 3) Selection will be made by a County Evaluation Team. The Evaluation Team may deem it necessary to schedule presentations and or/interview applicants and key personnel. County may choose to interview all respondents, or only a short list of respondents based on the review of the paper submission, at the County's option. The County retains the right to interview applicants as part of the selection process. Members of the Evaluation Team are not to be contacted by the proposers.
- 4) All work performed and completed under the resulting agreement is subject to the acceptance of the County or its authorized representative.

## Evaluation Criteria

The County reserves the right to cancel this Request for Proposal for any reason without any liability to any proposer or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment or offer of purchase. The County may select any Option or combination of Options outlined in the scope of work at its own discretion. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all proposals at its sole discretion, or award portions of outlined scope to multiple respondents.

The contract, if awarded, will be awarded to a proposer whose proposal is considered the best value to the County. Best value will be determined based on price, responsiveness, capability and responsibility. The following factors will be taken into account to determine price, responsiveness, capability and responsibility:

- 1) Demonstrated ability of the firm to deliver a project with the creative design elements and technical elements desired.
- 2) Proposer's understanding of the needs and objectives of the county.
- 3) The qualifications of the vendor and our perception of the ability of the vendor to meet the terms of the RFP which may include:
  - a. reference, credit and other pertinent checks,
  - b. qualifications of the professional personnel who would be assigned to the project measured by experience and education.
- 4) The demonstrated creative and design ability of the firm based on prior work and references.
- 5) Soundness of approach described in proposal.
- 6) Financial terms of proposal.
- 7) Fiscal soundness of firm.
- 8) Completeness and professionalism of submission.
- 9) County may require presentations/interviews as part of selection process of all vendors or of a shortlist of vendors.
- 10) Submissions which are deemed incomplete may be eliminated as not being responsive.
- 11) Upon selection, county may negotiate final terms of contract with selected partners so that contract and scope and pricing of said scope is clear to all parties involved and within budget.

The County reserves the right to modify the scope of required services based on pricing of proposals, available budget, and priority of requested services. The final determination will be incorporated in the final agreement for services.

## **Pre-Proposal Meeting**

An optional pre-proposal meeting will take place on Wednesday February 16<sup>th</sup>, 2011 from 10-11:30am. You may attend in person or via Conference Bridge. The county makes no guarantees that the conference bridge will be functional. Questions may be submitted via writing in advance. This will be an opportunity to ask questions about existing environment and tools, clarify scope and ask other general questions. County shall document all responses and provide via mail/email to all qualified proposers. Only documented responses shall be considered incorporated into the RFP and will be issued as addenda to the RFP.

Date and time: February 16<sup>th</sup>, 2011 from 10-11:30am

Location:        Yuba County Government  
  
                     Center Conference Room 2  
  
                     915 8<sup>th</sup> Street  
  
                     Marysville, CA 95901

Conference Bridge:

Vendors may take part in meeting by toll teleconference.\*

Number: 1-978-964-0049

Passcode: 9355638

\*County makes no guarantees that the technology will be functioning.

## **Proposal Instructions**

Proposal should not exceed 35 pages and should include a discussion of your proposed design approach/solution, including the features, benefits and uniqueness of your solution. Please number all pages in your submission. Proposals should be inclusive of travel costs. Proposal should include the following:

### **Section 1 – Vendor Profile**

- 1) General Business Information (complete this section for primary firm and any subcontractors)
  - a. Firm Name
  - b. Ownership Type (corporation, private, public etc)
  - c. Gross and net revenues/billings over last 5 years. Address fiscal soundness of firm to demonstrate ability of firm to perform project.
  - d. Total number of employees.
  - e. Number of employees who would be assigned to this project.
  - f. What percentage of your business is website development?
  - g. Has your firm been involved in any litigation in the last three years with another customer? If yes briefly describe.
  - h. Please provide three references with contact information and details of services provided.
  - i. Please provide 3-5 sample websites where similar services were provided. Please indicate for each if a content management system was utilized in the project. Also please indicate if partners participated in website, and what partners provided in completion of project. Provide a clear understanding of what actual work was completed by your firm on the project.
  - j. Please provide proof of continuous Workers Compensation coverage (either a copy of previous Insurance Acords, or a letter from your provider stating the number of years of continuous coverage will suffice)
  - k. Please provide any additional pertinent details that would help the County understand your proposal or qualifications in regards to this RFP.

### **Section 2 – Proposal Details**

- 1) Provide a summary of overall approach.
- 2) Please indicate if you are willing and able to provide marketing, technical or both services. If you are able to provide both, please indicate if you are willing to take an award of only marketing or technical services.
- 3) Describe the marketing approach which would be used to complete all deliverables listed in the marketing section of the RFP.

- 4) Describe the content management tool you would use and the benefits of this tool; describe key features you feel would be pertinent to making this project successful.
- 5) Describe development standards and best practices you would use.
- 6) Define the style standards you would apply to the web site.
- 7) Identify the individuals who would be assigned to work on this project, define the role they would play, and the qualifications of each to play that role including education and experience.
- 8) Provide a sample of coding standards which would apply to this project.
- 9) Describe briefly how you would implement the ability to do key word searches.
- 10) Describe your recommended hosting solution and how it is properly scalable in an emergency event.
- 11) Describe the other technologies that would be used to implement the page. Include languages and best practices that will be used.
- 12) Provide any additional information that outlines technical capability to complete project.
- 13) Outline Service Level Agreements for support.

### Section 3 - Bid Sheet

The price you quote should be inclusive. If your price excludes fees and charges that may be assumed in this type of project, or are stated as expected in the statement of work above, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.

Vendors may include additional detailed pricing information in addition to this bid sheet in order to provide clarity, if needed.

<b>Company Information</b>		
<b>Project:</b>	Yuba County Flood Control Web Site	
<b>Company Name:</b>		
<b>Address:</b>		
<b>Primary Contact Name/Title:</b>		
<b>Primary Contact Phone:</b>		
<b>Primary Contact Alt Phone:</b>		
<b>Primary Contact Email:</b>		
<b>Pricing Proposal (please name tools)</b>		
	Price	Comment/Notes
<b>Marketing Price total</b>		
<b>Technical Price Breakdown</b>		
Website Development		
Mobile Site Development		
*Tool/license		
Tool/license		
Tool/license		
Tool/license		
Video Production		
3 years hosting		
Additional technical costs (please specify)		
<b>Total Technology Cost</b>		
<b>Total Marketing and Technology Cost (Include 6 months of maintenance):</b>		

<b>Price proposal for additional costs</b>	
<b>3 years of site maintenance &amp; support:</b>	
<b>Hourly Rate for new development over three years:**</b>	

\*List each tool needed for maintaining site, and pricing for each tool/licenses.

\*\*May include multiple rates for different resources.



## **Insurance Requirements for Contractors/Consultants**

Contractor shall produce 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.

### **Performance Bond Requirements**

Selected partner is required to furnish a Performance Bond (Bond) in connection with said contract guaranteeing faithful performance thereof. Bond shall be for 100% of the contract price.

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

### **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- |  |   |  |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | <b>\$1,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.  |
| 3. Workers' Compensation:  | As required by the State of California. |  |
| 4. Employer's Liability:   | <b>\$1,000,000</b>                      | each accident, <b>\$1,000,000</b> policy limit bodily injury by disease, <b>\$1,000,000</b> each employee bodily injury by disease.  |

If the contractor maintains higher limits than the minimums shown above, the County shall be entitled to coverage for the higher limits maintained by the contractors.

### ***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.

### ***Other Insurance Provisions***

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's 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.
2. 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.
3. 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.

### ***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 affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all worked performed by the contractor, its employees, agents and subcontractors.

### ***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.

***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 effecting the coverage required by these specifications at any time.

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

# Yuba County Flood Control Website Request for Proposal – Addendum

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## Questions and Answers as of 2/22/2011

- Q1: There are a number of open source .NET CMS options available. Does the County have any preferences? We assume that a custom CMS solution could also be considered depending on the County's desires and requirements
- A: We are looking for your professional recommendation. We are not currently using a CMS. Anything open source which is recommended must have appropriate licensing for an enterprise.
- Q2: To maintain a reliable yet cost effective hosting solution, we are considering a high performance system that can be activated with minimal advance notification. This would minimize daily operational costs yet provides sound support in the event of an emergency. If this is practical, can you provide us with "worst case scenario" advance notice?
- A: Yes, typically in a flood event, we know there is a potential issue before such incident occurs. Methodology for notification would need to be very clear.
- Q3: Please disclose the type of GIS software the County is currently using. This will be helpful in gaining a better understanding of the technology to recommend for integration to support "on-the-fly" dynamic mapping.
- A: We don't expect to have a full fledged GIS map development set up on the host server. We look for creative ways to display needed map information. This may be a combination of maps developed in advance as part of this project that can be easily toggled to indicate current conditions, during an event by County staff or something else we haven't yet considered. We look for creative solutions that have the most impact for the investment.
- Q4: Is it the County's intention to require ADA compliance for the GIS map functionality?
- A: It is understood that this is a difficult thing to do, especially with dynamic maps. The spirit of the request for ADA compliance is two-fold. First and foremost, we want to make sure that a disabled person can access information on the website in the case of an emergency. Second, we want to be in compliance with regulatory requirements for accessibility. With these in mind, our recommendation is for prepared maps that they may be readable by a screen reader where possible. For example, if there is a map displaying shelter locations that the

## **Flood Control Website Addendum**

shelter location information be able to be read by a screen reader. This information alternatively could be displayed separately from the map in text so to be accessible. Maps such as inundation areas would be much harder to represent in text and that is understood. Wherever possible, we'd like to include the spirit of accessibility. Vendors can do that in any reasonable way. In cases where it is impossible or extremely cost prohibitive to do, vendors simply need to explain that.

Q5: What is included in the 35 page limit? Does it include covers, TOC, tabs, cost sheets? What about insurance certificates and litigation list?

A: The intent of the limit is to make the amount of material to review manageable and we ask that you keep that in mind and present content that is meaningful and concise as possible. You do not need to count pages that are table of contents, tabs, litigation details, the county supplied cost sheet or insurance certificates. If you provide additional more detailed cost sheets that are extensive, that should be included in your pages of content.

Q7: On sample websites, the RFP requests 3-5 samples. Does Yuba County want us to submit 3-5 samples for the technical partner and 3-5 for the marketing partner or 3-5 samples in total?

A: 3-5 for each partner team if the samples being presented aren't joint projects. If the marketing partner doesn't have 3-5 website samples independently, you may state this and present whatever is available. Please make sure to be clear what work on each sample site was actually done by the proposer, as opposed to another entity.

Q8: Will County staff be updating the website during emergencies or will the technical partner be asked to update the site?

A: We expect the County staff to be updating the website content during emergencies.

Q9: How would you like pricing to be structured?

A: One lump sum budget for Technical and Marketing with those items spelled out as indicated on the cost sheet in the RFP.

Q10: What type of architecture/platform would you like this website to be developed using?  
i.e. .NET, PHP, ASP.NET, ASP Old Style?

A: The County's preference is .NET for ease of maintenance because it is consistent with what we are currently doing but we are open to considering any solution.

## **Flood Control Website Addendum**

Q11: What GIS is currently being used?

A: The County is currently using ESRI products/Arc suite, Arc MIS to serve output; moose point and geosmart for application building. The County plans to utilize Arc server in the future.

Q12: What are the hosting requirements?

A: We want the ability to be able to have updates conducted regardless of a cell phone tower being down. It must be able to handle high traffic in the event of an emergency but this ability is not necessary when an event is not taking place. The solution should be able to scale the amount of traffic and accessibility requirements.

Q13: Does the website need to offer an option for different languages?

A: Please include the option of access to other languages in the event of an emergency.

Q14: Will the marketing partner be developing Branding or just Logos?

A: They will design the logos but not necessarily have to develop the layout.

Q15: Will payments be delayed due to county sign off process?

A: The steering committee will gather and sign off fairly quickly. The county takes approximately 45 days to issue payment from date of receipt of your invoice.

Q16: What are the requirements for mobile device viewing?

A: During an emergency event this would be the most crucial. We are asking for your professional opinion to tell us what best fits the need. Please specify in your proposal how you plan to provide this in a clear fashion.

Q17: #23 Source Code – What does this entail?

A: Provide to the County in a way that will allow the County staff to manage the website in the event that County staff would need to maintain or provide work to the site.

Q18: How many sessions/people do you expect to attend the CMS training being requested?

A: We expect the training to be conducted in one session and no more than 10 people for the overall training and 3-4 people for the content training. We are requesting that documentation also be provided at these trainings to aide in training, provide documentation and for future reference.

**Flood Control Website  
Addendum**

Q19: Marketing Partners: What should be included?

A: We are looking to the expertise of the marketing partner to determine what best suits the needs of the project.

Q20: You are asking for ownership of the work products. What does this include?

A: We expect to own the work product that results from this project and have licensing for tools that may be needed for maintenance. If there are items of specific concern, we can spell it out with the awarded contractor and include those items in the final contract.

Q21: Are we able to utilize the County's Print Shop to minimize printing/marketing costs?

A. Yes

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# *The County of Yuba*

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

JUNE 14, 2011 – MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:30 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. 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 Consent Agenda MOVED: Andy Vasquez SECOND: John Nicoletti  
 AYES: Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Hal Stocker  
 NOES: None ABSENT: None ABSTAIN: None

### A. Board of Supervisors

1. Appoint Roy Crabtree to the Community Services Commission as the District Four Representative for a term to end December 31, 2012. (240-11) Appointed.

### IV. PUBLIC COMMUNICATIONS:

Ms. Debbie Byrne, Fish and Game Advisory Commission, requested correspondence relating to Fish and Game activities be forwarded to the Agriculture Department.

Mr. Nick Spaulding, Oregon House, commented on questions that were presented in the Board of Supervisors meeting on June 7, 2011 relating to compliance with AB32 Greenhouse Gas Emissions, and AB758 Comprehensive Energy Efficiency Program.

### V. COUNTY DEPARTMENTS

#### A. Board of Supervisors

1. Appoint one technical representative to the Bi-County Solid Waste Independent Hearing Panel with term ending January 19, 2014. (Ten minute estimate) (235-11) The Deputy Clerk advised two additional applications had been received.

County Counsel Angil Morris-Jones responded to specific inquiries regarding how appointments were made and who can make those appointments.

The following individual spoke: Ms. Annie Embree, Law Office of Brigit Barnes on behalf of Yuba Group Against Garbage (YuGAG)

MOTION: Move to appoint Dennis Green as Technical Representative

MOVED: John Nicoletti

SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

2. Consider position on Assembly Bill 1178 Solid Waste: Place of Origin and take action as appropriate. (Fifteen minute estimate) (No background material) (236-11) Communications and Legislative Affairs Coordinator Russ Brown recapped Assembly Bill 1178 regarding landfills and responded to Board Inquiries.

Following Board discussion the following individual spoke: Mr. Richard Paskowitz, Wheatland

MOTION: Move to support a letter stating the County's opposition unless amended and concerns and authorized the Chair to execute same

MOVED: Roger Abe

SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

3. Consider reopening letter of support dated April 5, 2011 supporting Three Rivers Levee Improvement Authority Feather River Floodway Corridor project. (Fifteen minute estimate) (237-11) Supervisor Vasquez expressed concern regarding funding for ongoing security and maintenance of the floodway corridor.

Executive Director Paul Brunner advised an application had been filed with the State for the Feather River Floodway Corridor project for:

- \$9.5 Feather Flood Protection Corridor program
- 60% for maintenance of riparian habitat
- 10% for recreational trails and other activities
- 20% endowment for long term care and maintenance

The following individual spoke: Ms. Debbie Byrne, Yuba County Fish and Game Advisory Commission

Following additional Board discussion, Mr. Brunner advised he would make copies of the application and plan available to the Board members.

B. Sheriff-Coroner

1. Authorize the Sheriff's Animal Care Services Division to waive cat adoption fees during the month of June 2011, in recognition of Adopt-A-Shelter-Cat month. (241-11) Sheriff Durfor provided a brief recap and requested to amend the time frame to June 20, 2011 through July 15, 2011 with the option of extending the waiver through the end of July 2011.

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

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

A. Ordinance - Hold public hearing, waive reading, and adopt urgency ordinance adopting interim zoning provisions to ensure that physical development in the county occurs in conformity with the General Plan and amending Section 13.20.300 adding fees for administrative permits. (60 minute estimate) (238-11) Planning Director Wendy Hartman recapped the following:

- General Plan/Zoning Conformity
- Unified Development Code
  - 18 to 24 month to complete
- Climate Action Plan
  - 10 to 12 months to complete
- Interim Zoning Ordinance
  - Bridges the gap between current zoning and General Plan
  - Guidelines for determining General Plan conformity
  - Determination made by Community Development and Services Director
  - Planning Entitlement Process
  - Administrative Permit Process

Following Board discussion the following individuals spoke:

- Mr. Erik Johnson, Oregon House
- Mr. Bob Van Osterhout
- Ms. Lorrie Callahan
- Ms. Jeanette L Cavaliere, Oregon House
- Mr. John Larimer, Frakes Way
- Mr. Nick Spaulding, Oregon House
- Mr. Bill Bozza, Dobbins (comments read by David Soares)
- Ms. Debbie Byrne, Fish and Game Advisory Commission
- Mr. Eumie Davis, Oregon House
- Mr. David Soares, Dobbins
- Ms. Cheryl Hoyt, Dobbins

Responding to specific inquiries regarding the 300 foot notification area, County Counsel Angil Morris-Jones advised the ordinance could be amended to include a larger area.

Following additional Board discussion, the matter was continued to June 21, 2011.

IX. CORRESPONDENCE - (239-11)

- A. Letter from County Auditor Controller enclosing independent audit and financial records for District 10 Hallwood Community Services District for year ending June 30, 2010. Accepted.
- B. Letter from United States Census Bureau regarding online accessibility of Profile of General Population and Housing Characteristics 2010. Accepted.

- C. Letter from California Regional Water Quality Control Board enclosing a Notice of Public Hearings for the Sacramento River and San Joaquin River Basins, and the Tulare Lake Basin. Accepted.

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

Supervisor Stocker:

- Memorial Adjournment - Mr. Jerry Carter
- Memorial Adjournment - Mrs. Candace Silva
- CalTrans widening shoulders on Highway 20
- Redistricting meeting in Loma Rica held June 9, 2011
- Oregon Peak Fire Lookout training session on June 11, 2011
- Wild Hog Glory Daze meeting at the Loma Rica Lions Club
- Camptonville fundraiser for the Fire Department

Supervisor Griego:

- Feather River Air Quality Management District meeting on June 6, 2011
- Local Government Commission Directors conference call June 9, 2011
- Sacramento Area Council of Governments (SACOG) Transportation Committee meeting held June 9, 2011
- Yuba Sutter Transportation Authority Special Meeting June 2, 2011
- SACOG Board of Directors meeting June 16, 2011
- Redistricting meeting in Olivehurst held May 31, 2011

Supervisor Nicoletti:

- Out of county June 16 - 20, 2011
- Peach Tree Health Care Annual Financial Strategy meeting held June 10 – 12, 2011
- Feather River Air Quality Management District meeting held June 6, 2011

Supervisor Vasquez:

- Commended staff attendance at Wheatland, Linda, and Loma Rica Redistricting Meetings
- Area 4 Agency on Aging meeting held June 10, 2011
- Veterans Center Ground Breaking Ceremony in Yuba City held June 8, 2011
- Lindhurst High School Graduation Ceremony held June 8, 2011
- Yuba County Airport Golden West Fly-In June 10 – 12; commended Airport Manager Mary Hansen

Supervisor Abe:

- Rural Council of Regional Counties meeting May 24, 2011
- Senior Appreciation Day at Prestige Assisted Living, June 25, 2011
- California State Association of Counties Legislative Conference held June 1 – 2, 2011
- Redistricting meeting in Wheatland held May 26, 2011
- Olivehurst Public Utilities District park dedication held June 3, 2011
- Commended Wendy Hartman and Kevin Mallen for receiving CSAC Certificate of Completion
- Feather River Air Quality Management District meeting on June 6, 2011
- Veterans Center Ground Breaking Ceremony in Yuba City held June 8, 2011
- Marysville High School Graduation Ceremony held June 8, 2011

- Sierra Sacramento Valley EMS Directors meeting June 10, 2011
- Road dedication in honor of Joan Bechtel, Thursday, June 16, 2011 at 11:00 a.m. Sutter County Veterans Hall in Yuba City

XI. CLOSED SESSION: Postponed to June 21, 2011

A. Personnel pursuant to Government Code §54957 - Public Appointment/Instructions/Library Director

B. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - DDA/DSA/MSA/YCEA/Unrepresented and County of Yuba

XII. ADJOURN 1:16 p.m. by Chairman Abe in memory of Mrs. Candace Silva and Mr. Jerry Carter.

\_\_\_\_\_  
Chair

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

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

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

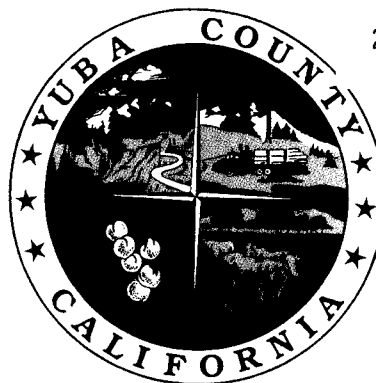
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# The County of Yuba

## 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



271-11 BUILDING  
749-5440 • Fax 749-5616

CODE ENFORCEMENT  
749-5455 • Fax 749-5464

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

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

PLANNING  
749-5470 • Fax 749-5434



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

FINANCE AND ADMINISTRATION  
749-5430 • Fax 749-5434

PARKS AND RECREATION  
749-5430 • Fax 749-5434

June 28, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

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

SUBJ: APPROVE A THREE YEAR AGREEMENT FOR CONTRACTOR SERVICES WITH BOTANICA  
LANDSCAPES FOR COUNTYWIDE PARK AND STREETScape MAINTENANCE

### RECOMMENDATION:

The Board of Supervisors approve the attached three (3) year agreement with Botanica Landscapes to provide maintenance services for various County and County Service Area (CSA) parks and streetscape corridors.

### BACKGROUND:

Public Works is charged with maintaining numerous parks and streetscape improvements throughout the County, a service which typically is contracted to an outside vendor. The preceding three year contract is scheduled to expire on June 30, 2011 and in anticipation, Public Works solicited bids for a new three year park and streetscape maintenance agreement. As a result of this process, Botanica Landscapes was the apparent low bidder by a fair margin.

### DISCUSSION:

As partners in the preceding agreement, Botanica Landscapes has served Yuba County commendably and is able to factor additional costs savings into the upcoming contract. In addition to their lower price, the County will be able to realize secondary savings in management costs as Botanica is already familiar with the County's complex Rainmaster Irrigation system, eliminating a learning curve or staff intervention. Furthermore, they have been able to streamline their services throughout Yuba County to create a more efficient process in handling routine maintenance as well as unforeseen callouts.

A new component of this Agreement is the addition of four parks which will further reduce the cost burden to the general fund and Gledhill Landscape and Lighting District. Historically, Fernwood Park, Friendship Park, Hammon Grove and now Sycamore Ranch have been maintained internally by County

staff. This new agreement will include the routine maintenance of these four parks for less than what would otherwise cost the County one full-time position.

COMMITTEE ACTION:

Due to time constraints, the Land Use and Public Works Committee was bypassed for this budgeted item.

FISCAL IMPACT:

Excluding the addition of the four parks as detailed above, the County will realize a cost savings of 5% compared to the preceding contract.

The addition of the four parks (Fernwood Park, Friendship Park, Hammon Grove and Sycamore Ranch), will help the County become more efficient in allocating labor. Although the savings as detailed in the bid amount equals less than one full time County staff position after weighted costs, this contract will not result in a force account labor reduction or loss of positions. Instead, it will give the County flexibility to better allocate staff toward more specialized assignments and projects.



YUBA COUNTY PARK AND STREETSCAPE MAINTENANCE CONTRACT  
May 27, 2011

	BOTANICA LANDSCAPES			LAWNS R US			SIERRA LANDSCAPING		
	MONTHLY	ANNUAL		MONTHLY	ANNUAL		MONTHLY	ANNUAL	
CSA 52	\$ 433.01	\$ 5,196.12	\$	\$ 1,280.00	\$ 15,360.00	\$	\$ 1,975.00	\$ 23,700.00	\$
CSA 52B	\$ 2,044.05	\$ 24,528.60	\$	\$ 1,100.00	\$ 13,200.00	\$	\$ 7,700.00	\$ 92,400.00	\$
POW/MIA Park	\$ 1,767.22	\$ 21,206.64	\$	\$ 1,200.00	\$ 14,400.00	\$	\$ 2,000.00	\$ 24,000.00	\$
NORTH BEALE ROAD	\$ 140.63	\$ 1,687.56	\$	\$ 450.00	\$ 5,400.00	\$	\$ 300.00	\$ 3,600.00	\$
CSA 66A	\$ 5,059.87	\$ 60,718.44	\$	\$ 5,775.00	\$ 69,300.00	\$	\$ 6,950.00	\$ 83,400.00	\$
CSA 66B	\$ 220.87	\$ 2,650.44	\$	\$ 950.00	\$ 11,400.00	\$	\$ 600.00	\$ 7,200.00	\$
CSA 66C	\$ 1,018.88	\$ 12,226.56	\$	\$ 500.00	\$ 6,000.00	\$	\$ 2,000.00	\$ 24,000.00	\$
CSA 66D	\$ 42.86	\$ 514.32	\$	\$ 300.00	\$ 3,600.00	\$	\$ 325.00	\$ 3,900.00	\$
CSA 66E	\$ 393.75	\$ 4,725.00	\$	\$ 600.00	\$ 7,200.00	\$	\$ 525.00	\$ 6,300.00	\$
CSA 69	\$ 35.89	\$ 430.68	\$	\$ 850.00	\$ 10,200.00	\$	\$ 525.00	\$ 6,300.00	\$
McGOWAN PARK AND RIDE	\$ 315.00	\$ 3,780.00	\$	\$ 380.00	\$ 4,560.00	\$	\$ 300.00	\$ 3,600.00	\$
PLUMAS LAKE PARK AND RIDE	\$ 324.84	\$ 3,898.08	\$	\$ 800.00	\$ 9,600.00	\$	\$ 300.00	\$ 3,600.00	\$
YUBA COUNTY AIRPORT	\$ 562.50	\$ 6,750.00	\$	\$ 800.00	\$ 9,600.00	\$	\$ 550.00	\$ 6,600.00	\$
SUBTOTAL	\$ 12,359.37	\$ 148,312.44	\$	\$ 14,985.00	\$ 179,820.00	\$	\$ 24,050.00	\$ 288,600.00	\$

ADDITIVE ALTERNATES:

FERNWOOD PARK	\$ 1,327.50	\$ 15,930.00	\$	\$ 600.00	\$ 7,200.00	\$	\$ 300.00	\$ 3,600.00	\$
FRIENDSHIP PARK	\$ 1,032.50	\$ 12,390.00	\$	\$ 1,000.00	\$ 12,000.00	\$	\$ 300.00	\$ 3,600.00	\$
HAMMON GROVE PARK	\$ 940.09	\$ 11,281.08	\$	\$ 1,600.00	\$ 19,200.00	\$	\$ 800.00	\$ 9,600.00	\$
SYCAMORE RANCH	\$ 657.92	\$ 7,895.04	\$	\$ 680.00	\$ 8,160.00	\$	\$ 600.00	\$ 7,200.00	\$
SUBTOTAL	\$ 3,958.01	\$ 47,496.12	\$	\$ 3,880.00	\$ 46,560.00	\$	\$ 2,000.00	\$ 24,000.00	\$
TOTAL		\$ 195,808.56	\$		\$ 226,380.00	\$		\$ 312,600.00	\$

APPARENT LOW BIDDER:

BOTANICA LANDSCAPES

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**AGREEMENT FOR  
CONTRACTOR SERVICES  
COUNTY PARK AND STREETSCAPE MAINTENANCE AGREEMENT**

THIS AGREEMENT for COUNTY PARK and STREETSCAPE MAINTENANCE ("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

**BOTANICA LANDSCAPES  
"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.6.

**2. TERM.**

Commencement Date: **July 01, 2011**

Termination Date: **June 30, 2014**

The contract may be extended for two (2) additional one (1) year periods for a total contract period, not to exceed five (5) years, upon satisfactory contract performance and upon approval each year by written, mutual 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 thirty (30) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR AND COUNTY approval.

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

**3. PAYMENT.**

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

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

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

**5. 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.

**6. DESIGNATED REPRESENTATIVES.**

Michael Lee, Public Works Director, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Ed Clavel is the authorized designated representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

**7. ATTACHMENTS.**

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

- Attachment A - Service Specifications
- Attachment B - Payment
- Attachment C - Bid Proposal
- Attachment D - General Provisions
- Attachment E - Insurance Provisions
- Attachment F - Site Locations and Maps
- Attachment G - Monthly Maintenance Checklist

**8. 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"**

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

  
Ed Clavel, Manager

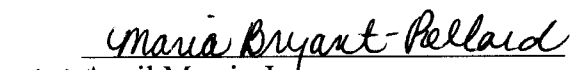
INSURANCE PROVISIONS  
APPROVED

  
Martha K. Wilson,  
Risk Manager

ATTEST:

\_\_\_\_\_  
Donna Stottlemeyer  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

  
for Angil Morris-Jones,  
County Counsel

**ATTACHMENT A**  
**COUNTY PARK AND STREETSCAPE MAINTENANCE AGREEMENT**  
**SERVICE SPECIFICATIONS**

**A.1 SPECIFICATIONS AND PLANS:**

The work embraced herein shall be done in accordance with the the Standard Specifications of the State of California, Department of Transportation, dated May 2006, the Standard Plans of the State of California, Department of Transportation, dated May 2006, the County of Yuba Improvement Standards dated February 1995, and Yuba County Standard Plans dated September 2009, American National Standards Institute (ANSI) A300 Standards for Tree Care Operations, as the same may apply, and these Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of the conflicting portions.

**A.2 SCOPE OF SERVICES AND DUTIES:**

**A.2.1 GENERAL**

The County of Yuba wishes to enter into a three (3) year agreement with a contractor to provide the service of landscape maintenance for various parks and streetscape corridors throughout the County. The contract may be extended for two (2) additional one (1) year periods for a total contract period, not to exceed five (5) years, upon satisfactory contract performance and upon approval each year by written, mutual Agreement.

Park and landscape maintenance for this contract will be in Central and South Yuba County. Any additional park and/or landscape area assumed by the County from July 01, 2011 to June 30, 2014 will also be added as an amendment to this contract. Please see Attachment F for detailed location information.

**A.2.2. STATE LICENSE**

Landscape Contractor shall be required to possess a State of California C-27 landscape contractor's license and a pesticide applicators/operators certificate prior to signing a written agreement with the County.

**A.2.3. SAFETY**

The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury in accordance with CAL OSHA regulations and shall take precautions required by all other applicable governmental regulations.

#### **A.2.4. WORK SCHEDULES**

All work schedules of the Contractor shall conform to all applicable County ordinances and be designed in a manner to provide the desired level of service. All work schedules shall be approved in advance by the Parks and Landscape Coordinator who may modify them at any time. No additional costs shall be incurred by the County for any work schedule modifications which do not increase frequencies. Hours of work shall not begin prior to 7:00 AM or extend beyond 9:00 PM Monday through Friday unless approved in writing by the County's Parks and Landscape Coordinator.

A schedule for each area is detailed in Attachment F, and all work detailed herein must be completed no later than as prescribed.

#### **A.2.5. RESPONSE TO CALLS AND EMERGENCY SITUATIONS**

The Contractor shall be required to respond immediately within two (2) hours to any inquiries, telephone calls, and emergency situations as directed by the Parks and Landscape Coordinator. The Contractor shall have the ability to be contacted by two-way radio service or paging/cell phone service from Contractor's office whenever such situations occur.

Should the Contractor fail to respond to emergency situations within two (2) hours, the County, at its sole discretion, may choose to correct or have corrected the emergency. Any costs incurred by the County will be subtracted from the Contractor's monthly compensation. Fallen tree limbs, broken glass or obstructions within play equipment areas and on hard surface paths causing potential hazardous conditions, malfunctioning controllers, valves or otherwise unscheduled running of water are considered examples of emergency situations.

#### **A.2.6. WORK DEFICIENCIES AND CORRECTIONS**

Irrigation-related work deficiencies shall be corrected within twenty-four (24) hours of oral or written notification from the County or prior to the past scheduled watering; whichever is earlier. Malfunctions resulting in continuously running water or water going to waste shall be repaired within two (2) hours of notification. All other work deficiencies of Contractor shall be corrected within five (5) days of oral or written notification from the County. Should the scheduled work activity frequencies be less than five (5) days, the schedule of work to be performed shall take precedent and the notice of non-conformance repair reduced accordingly. Written notification may be e-mailed, hand delivered or post mailed. As soon as the Contractor has corrected the listed deficiencies, the Contractor shall notify the Parks and Landscape Coordinator and request inspection of the corrective work. Deficiencies listed in the notice of deficiency shall not be considered as having been corrected until the Parks and Landscape Coordinator has inspected the site to verify that the listed deficiencies have been corrected and has approved the corrective work in writing.

#### **A.2.7. LITTER CONTROL**

All areas, including drainage inlets, pipes, drinking fountains, playground equipment areas, parking areas, pathways, pavement, concrete, skatepark surfaces, splashpad surfaces, bark or turf, shall be kept free of all leaf debris, trimmings, grass cuttings, and litter, including but not limited to broken glass, paper, plastic, bags, etc. Debris shall not be blown into streets or onto adjoining properties. The Contractor shall be responsible for the removal of such debris and emptying and replacing the liners of any trash receptacles within or adjacent to the landscape area at least once per week.

For all parks included or later added to this contract, the Contractor shall be responsible for the removal of such debris, emptying of trash receptacles and replacing the liners at least five times per week.

#### **A.2.8. MATERIALS TO BE PROVIDED BY THE CONTRACTOR**

The Contractor, at their own cost and expense, shall furnish all necessary equipment, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of maintenance. These supplies and materials shall include, but not be limited to:

- A. Lawn mower, edger, weed eater, hedge trimmer, blower, power washer and all necessary hand tools.
- B. All necessary gas, oil and parts for all equipment.
- C. All necessary pesticides including: fertilizers, herbicides, insecticides, and fungicides.
- D. All necessary horticultural supplies.

#### **A.2.9. IRRIGATION**

The Contractor shall have a comprehensive working knowledge of the operation and maintenance of the Rainmaster Evolution DX2 and/or the Rainmaster Oasis irrigation control system. This includes, but is not limited to, the irrigation controllers, repeaters, weather stations, remote access, and the capability to access the system from a computer terminal. The Contractor shall be expected to maintain the County's Rainmaster irrigation system, including the required adjustments from both the field and an accessible remote computer terminal. Formal training from John Deere's Greentech Division in the Evolution software is needed for the proper/correct operation of the systems, therefore it is strongly encouraged.

Irrigation shall be performed as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs, quick couplers, skinner lines and/or drip systems, potable tank water system, in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times to ensure the health of all plants, and to minimize inconvenience to people using the area. Automatic irrigation shall normally take place at night or early morning hours before 7:30 AM. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to



cause any pedestrian and/or vehicular liabilities including, but not limited to ponding or the formation of ice.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The Contractor shall check the effect of the all watering programs weekly. At least once every two (2) weeks, this review shall consist of probing in at least one (1) area covered by each sectional valve and ascertaining the anticipated water requirements and adjusting the system or watering schedule accordingly. During the wet weather months, the system shall be adjusted as needed to minimize water usage and overwatering during extended periods of rain.

Particular attention shall be given to avoid exceeding the soil absorption rate. Where more water is required than can be applied at one time, Contractor shall set the automatic timer for repeat cycles at short intervals to satisfy the water demand. In no case shall the holding capacity of the soil be exceeded to allow run-off of water to go to waste. All irrigation controllers shall be turned off or set to turn off during periods of rain by the Contractor, and turned on and reprogrammed at the completion of each rainy period. Irrigation schedules shall be provided on a schedule as determined by the original Landscape architect or the Parks and Landscape Coordinator.

The Contractor shall be responsible for the maintenance of all irrigation systems and their parts, excluding phone lines, electric pedestals and meters. Included in the system are: irrigation controllers, remote control valves and boxes, gate valves, quick coupling valves, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, "netafim," drip lines, backflow devices and vandal proof enclosures. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. All supplies, parts and labor in need of replacement or repair shall be provided at the County's expense. The Contractor is required to adjust the height of sprinkler heads in turf and groundcover areas to ensure proper coverage. Excavating around sprinkler heads in order to assure proper coverage from sprinklers is strictly prohibited.

#### **A.2.10. FERTILIZATION**

The Contractor shall fertilize all turf grass a minimum of four (4) times a year on a schedule to be approved in advance by the Parks and Landscape Coordinator. All shrubbery and groundcover shall be fertilized once a year. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The turf grass fertilizer shall be a complete fertilizer such as 24-3-10 Turf K by Best Fertilizer and applied at the rate of 325 lbs. per acre. Shrubs and groundcover shall be fertilized with 15-15-15 at least once per year in the fall at the rate of 275 lbs. per acre.

#### **A.2.11. SOIL AERIFICATION**

The Contractor shall be responsible for soil aerification for all turf grass areas one (1) time per year, in the fall. Aerification shall be done with a power-driven or tractor-pulled aerifier using a 1/2-inch coring tine. The Parks and Landscape Coordinator shall be notified with a written schedule one (1) week prior to the date of aerification commencement. The contractor shall be responsible for repairing any damage caused by aerification at no additional cost to the County.

#### **A.2.12. PEST MANAGEMENT**

The Contractor shall be responsible for the control and elimination of insects, rodents, and diseases negatively affecting plant material or causing an unsafe physical environment.

The Contractor shall possess all permits and licenses required by the State of California, Department of Pesticide Regulation, prior to the application of any pesticide. Copies of all state licenses and permits to apply pesticides shall be provided to the County prior to beginning any pest control operations. These shall include, but not limited to, state licensed certified applicator, licensed state Agricultural Pest Control Advisor written recommendation(s), county monthly use reports, and state Agricultural Pest Control Business License/maintenance gardener. Any pesticide used shall be listed on the State of California, Department of Pesticide Regulation approved list. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Yuba County Agricultural Commissioner. All applications of pesticides shall be made under the direct control of a licensed pesticide operator/applicator. Upon completion of the application, the Contractor shall submit to the Parks and Landscape Coordinator a copy of all monthly pesticide use reports.

#### **A.2.13. WEED CONTROL**

The Contractor shall be responsible for the control and elimination of weeds and the like. All turf grass areas shall be evaluated and treated for broadleaf weed control two (2) times a year on a schedule and with a method and/or product as recommended by a State of California Department of Pesticide Regulation and Agricultural Pest Control Advisor to ensure maximum control. All planter bed and hardscape areas shall be kept in a friable condition and free of weeds at all times. Weeds sprouting within the gutter pan and hard surface parking areas shall also be treated. Weeds shall be treated or removed within five (5) days of emergence. Herbicides, which require more than three (3) days to effectively eradicate weeds, shall not be approved for use. No chemicals shall be applied to any vegetation in a detention basin or upon a slope leading into a drainage canal or waterway.

Hand weeding of the planters shall be the preferred method for weed control.

On parcels which require only annual or bi-annual weed abatement for fire prevention as needed, removal may consist of mowing, "weed-eating," tilling or grazing.

#### **A.2.14. MOWING AND EDGING**

The Contractor shall be responsible for mowing and edging all turf grass area. Turf grass shall be maintained and mowed to the height of three (3) inches.

Mowing shall normally occur once a week during the growing season and as needed during the colder months to maintain the proper height. No more than one-third ( $1/3$ ) the leaf blade shall be cut at one time to maintain proper turf height(s). All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods. Chemical spraying shall not be permitted around the base of trees in turf areas. Weed whipping shall only be used when tree guards are present and removal of soil does not occur around the base of the tree. A minimum clear area of between twelve (12) inches and eighteen (18) inches from the base of the tree around all sides shall be maintained free of sod and weeds. All turf areas shall be cleaned of all debris prior to the mowing operation.

#### **A.2.15. TREE MAINTENANCE**

The Contractor shall keep weed free, tie and stake trees, and maintain irrigation in all tree wells in the landscaped area. Maintenance shall include adding soil when necessary to maintain a safe grade level. Tree irrigation shall be by automated irrigation systems or manually with the use of hoses or water tank.

The Contractor shall ensure trees remain pruned for height. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position.

All trees shall receive major pruning once per year during the dormant season and no later than December 31<sup>st</sup> and conform to the following specifications:

1. All pruning shall follow American National Standards Institute (ANSI) A300 Standards for Tree Care Operations, an overview of which includes the following:
  - a. To remove all dead, dying, diseased, interfering, objectionable, and weak branches.
  - b. To remove all interior interfering branches and one of all crossed or rubbing branches where practicable so the removal thereof will not have large holes in the general form of the tree.
  - c. To remove trunk suckers and water sprouts especially where they are present above the upper one half ( $1/2$ ) of the tree.
  - d. To remove one branch of all structurally weak "V" crotches occurring along the main trunk or developing within the tree crown, particularly in smaller trees. Special attention shall be given to the effect removal of such branches will have on the ultimate form of the tree.

- e. To improve the appearance of the trees trimmed.
  - f. Maintain a minimum vertical (eighty (80) inches) clearance along all of the pedestrian paths of travel.
2. All final cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. Excessively deep flush cuts which produce large wounds or weaken the tree at the cut shall not be made. Sharp pruning tools and saws shall be kept sharpened to result in final cuts with smooth wood surface and secure bark remaining intact. All trees six inches or less in diameter shall be pruned with hand and/or hydraulic pruning tool only.
  3. Attention is to be given to the eventual symmetrical appearance of the trees. Appropriate pruning shall be done in order to maintain a tree-like form typical of the species of the tree being trimmed.
  4. It is necessary to precut branches that are too heavy to handle to prevent splitting or peeling the bark. When necessary, and to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.
  5. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or bleach solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.
  6. Equipment that will damage the bark and cambium layer should not be used on or in the tree. For example, the use of climbing spurs is not an acceptable work practice for tree pruning operations on live trees.

Periodic and more frequent maintenance trimming will be necessary to maintain the shape of the trees and the Contractor shall be responsible for the following:

1. Ensure trees maintain a symmetrical appearance and do not obstruct vehicle traffic or the safe operation of such. This includes maintaining a line of sight for all streets and roadways and ensuring no part of a tree obstructs the view of any traffic sign or signal.
2. Ensure all suckers and water sprouts are removed as they emerge.

Disposal of all logs, limbs, chips and debris generated by this work will be the responsibility of the contractor.

#### **A.2.16.        SHRUB AND GROUNDCOVER MAINTENANCE**

The Contractor shall be responsible for the pruning of all shrubs and groundcover. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood, or to control growth when an unshapely shrub might result. Pruning of certain shrubs in medians and wall planters that restrict visibility of motorists shall be done on an as needed basis or as directed by the Parks and Landscape Coordinator. All groundcover shall be edged as needed to prevent overgrowth on curb or sidewalk line. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Edging shall not be done by chemical methods. Spent flowers, flower stocks and leaves shall be removed no later than one week following bloom decline. Shrubs and groundcover shall not be allowed to encroach into or over roadway curbs or edges of any pedestrian paths of travel.

Every two (2) years, mow or prune ivy, hypericum or lantana type ground covers to four-inches above ground in order to renew growth, reduce woody appearance and provide density and attractiveness. Shrubs shall not be pruned or lifted at bases for the purpose of servicing planter areas. Shrubs which are improperly pruned shall be replaced by the Contractor at their sole expense.

#### **A.2.17.        PLANT REPLACEMENT**

At the County's cost, the Contractor will replace any dead plant material and plants that have been damaged beyond the control of the Contractor. The Contractor will be responsible for procuring and installing the replacement plants, which shall be invoiced to the County as time and materials consistent with the cost provided in Attachment C. Contractor will replace any plant material damaged or destroyed in the course of Contractor's maintenance procedures at cost to the Contractor.

#### **A.2.18.        VANDALISM AND THEFT**

The County shall be responsible for costs arising from acts of vandalism and/or theft to County property, which has not been caused by Contractor operations, Contractor, or their employees. The Parks and Landscape Coordinator shall be notified immediately by the Contractor in regards to any committed acts of vandalism and theft. The Parks and Landscape Coordinator must verify vandalism prior to repairs by the Contractor.

#### **A.2.19.        MAINTENANCE**

Maintenance, including that of the median islands, shall include the provision of all horticultural, irrigation services. Additionally, the hard-surface areas (asphalt concrete, stamped concrete, pavers) of the median islands and pathways shall be kept clean and free from weeds, debris, sand, etc.

Traffic lane closures (with all the necessary California Manual of Uniform Traffic Control Devices in place) when trimming vegetation shall not take place between 7:00-9:00 a.m. or 3:00-

6:00 p.m., Monday-Friday. Weekend work will be permitted only with prior written approval from the Parks and Landscape Coordinator.

#### **A.2.20. MAINTENANCE INSPECTIONS**

The Contractor shall meet on the site with the Parks and Landscape Coordinator for periodic walkthrough inspections. Inspections shall be both visual and operational. The Parks and Landscape Coordinator will schedule such meetings at the discretion of the County. In addition, the County will make routine independent inspections of sites, which may or may not be announced and do not require the presence of the Contractor.

#### **A.2.21. PLAYGROUND EQUIPMENT and PICNIC AREAS**

The Contractor shall be responsible for sanitizing all children's playground equipment for the parks included in this Agreement no less than once every three months.

The Contractor shall "powerwash" common picnic areas, including the concrete ground surface and associated benches and/or tables and drinking fountains once every two weeks from the months of April through September; and once per month from the months of October through March at the following location(s):

- POW/MIA Park – Gazebo near playground
- Hammon Grove – Picnic Area near Dry Creek

#### **A.2.22. FOUNTAIN AND POND MAINTENANCE**

The Contractor shall be responsible for maintaining any decorative fountain or pond associated with this Contract. This includes the application of chemicals, operating the pumps and timers and preserving the cleanliness and clarity of the water at the following location(s):

- Edgewater Fountain – Erle Road at Edgewater Circle

#### **A.2.23. GENERAL REPAIRS**

All repair work for issues including but not limited to malfunction, vandalism, damage, disease or other problems beyond the scope of routine monthly maintenance shall be approved by the Parks and Landscape Coordinator in writing or via email prior to beginning work. All proposals for repair shall include an estimated cost for review before proceeding.

#### **A.2.24. QUALIFICATIONS OF SUPERVISORY EMPLOYEES**

All on site supervisory personnel engaged in directing the work to be accomplished under this contract shall possess at least two (2) years recent satisfactory experience within the past five (5) years in landscape maintenance in a supervisory capacity for jobs similar in size to this contract. A supervisor, foreperson or lead worker must be on the jobsite each time work is performed under this contract. In addition, supervisors must speak, read, and write English, apply written

rules and follow written instructions. Please include this information in Sections 14 and 15 of the bid proposal form. Contractor will stipulate that the Supervisor shall be vested with the authority to speak for the Contractor, and all notices, directions, and instructions given to the Supervisor shall be binding as if given to the Contractor. In the event a new Supervisor is appointed, the Contractor shall submit to the Parks and Landscape Coordinator in writing within five (5) business days the effective date of change and the full name of the new Supervisor.

#### **A.2.25. BIDDER REFERENCES**

Bidders shall include in their response a list of at least two (2) organizations, which can be used as references for performance of similar services. Bidders should endeavor to include references from public sector agencies. Include the name and telephone number for the contact person. Selected organizations will be contacted to determine the quality of work performed and the personnel assigned to the job.

#### **A.2.26. CHANGES**

Should the County, at any time during the term of this contract, request any alterations, deviations, additions, or omissions from the contract specifications, it shall be at liberty to do so, and the same shall in no way effect or make void this contract, but will be added to or deducted from the amount of said contract price as the case may be by a fair and reasonable valuation.

#### **A.2.27. BUSINESS LICENSE**

All businesses doing work in the County of Yuba shall verify if they are required to be registered for and pay the Yuba County Business Tax(es) and/or License. The Contractor and/or subcontractor(s) who is/are awarded the bid shall pay all costs necessary to obtain these licenses and/or tax(es) and maintain them in full force and effect during the term of this Contract.

#### **A.2.28. BID PROPOSAL FORM**

Please provide monthly subtotals for landscape maintenance for each described area. Add the monthly subtotals together to get a grand total for one month. Award will be based on the lowest responsive and responsible bidder that meets all County service requirements. Additional pricing needs to be submitted for hourly charges for work performed outside of the above specifications.

Bidder shall also provide the hourly charge for services that would be performed outside the above specifications on the bid proposal form. The use of this hourly charge and a description of services that will be performed outside of the above scope must be approved by the Parks and Landscape Coordinator before charges are levied or labor is to be started. The County reserves the right to not pay the hourly charge for work performed outside of the scope of services that are completed without the approval of the Parks and Landscape Coordinator.

The bidder shall also provide an approximate cost per square foot for landscape maintenance, including turf maintenance, for any future projects which may be added to the contract.

The bidder shall also be aware that the County reserves the right to remove any of the specified maintenance as detailed on the Bid Proposal Form from this Agreement at any time due to cost concerns or if the County deems contracted maintenance is no longer necessary for that specific location.

#### **A.2.29 SAFETY AND TRAFFIC CONTROL**

Safety and traffic control shall conform to the provisions in Section 7-1.06, "Safety and Health Provisions," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications. A minimum of one smooth and safe traffic lane, not less than 10 feet wide shall be open for use by public traffic at all times. Contractor shall allow safe and clear access to all driveways.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefore.

#### **A.2.30 PRESERVATION OF PROPERTY**

The preservation of property and existing facilities shall conform to the provisions in Section 7-1.11, "Preservation of Property," and Section 8-1.10 "Utility and Non-Highway Facilities" of the current Caltrans Standard Specifications. This shall include the following: landscaping, irrigation, utility cabinets, pole lines, street lights, fences, walls, signs, markers, pavement markings or striping, monuments, conduits, pipelines, mailboxes, culverts etc., within and adjacent to the roadway. Said items are to be and shall be protected by CONTRACTOR.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefore.

#### **A.2.31. SUBMITTALS**

The Contractor shall, upon the request of the County, provide product submittals which apply to any work performed pursuant to the contract.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefore.

#### **A.2.32. ENVIRONMENTAL CONTROL**

Attention is directed to Section 7-1.01F, G, H and I of the Standard Specifications. The Contractor shall comply with all environmental control rules, regulations, ordinances and statues which apply to the project and any work performed pursuant to the contract. All waste materials removed shall be hauled away and disposed of at proper disposal sites by the Contractor.



Full compensation for conforming to the provisions in this section shall be considered as included in the contract prices paid for the various items of work involved and no separate payment will be made therefore.

**A.3            AREA DESCRIPTION / LOCATION**

Please see ATTACHMENT F for specific park and landscape locations included in this contract.

**A.4            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.5            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.6            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.

**A.7            PREVAILING WAGE.**

CONTRACTOR and any subcontractors under the contractor shall be responsible for compliance with the provisions in Section 7-1.0, "Legal Relations and Responsibility," of the Standard Specifications.

**ATTACHMENT B**  
**COUNTY PARK AND STREETSCAPE MAINTENANCE AGREEMENT**  
**PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE**

COUNTY shall pay CONTRACTOR an annual contract fee not to exceed:

<b>ONE HUNDRED NINETY FIVE THOUSAND EIGHT HUNDRED EIGHT DOLLARS and FIFTY SIX CENTS</b>	<b>(\$ 195,808.56 );</b>
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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, except for a formal written amendment to this Agreement approved by the COUNTY, shall the total monthly compensation paid to CONTRACTOR under this Provision B.1 exceed:

<b>SIXTEEN THOUSAND THREE HUNDRED SEVENTEEN DOLLARS and THIRTY EIGHT CENTS</b>	<b>(\$ 16,317.38 );</b>
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**B.2 TIME AND MATERIAL COSTS**

All repair work that is not routine in nature or arises from problems not caused by the CONTRACTOR, shall be approved in writing or via email from the Parks and Landscape Coordinator. All work proposals shall be submitted with an estimated cost for repair and labor rates shall correlate to the hourly amount as detailed in Attachment C.

**B.3 INVOICING**

All invoices for routine monthly maintenance (not including invoices for repairs or other time and material costs) shall be submitted with completed checklists (ATTACHMENT G) before the COUNTY will process payment.

Invoices for all repairs or work that is not routine in nature must include adequate detail of the work performed and location for record keeping purposes. Any repair or additional work that was not authorized in writing or via email prior to beginning is subject to be denied payment by the COUNTY.

Invoices for all work with the exception of the Yuba County Airport shall be delivered to:

*Parks and Landscape Coordinator  
Yuba County Public Works  
915 8<sup>th</sup> Street, Suite 125  
Marysville, CA 95901*

Invoices for work completed at the Yuba County Airport shall be delivered to:

*Yuba County Administrative Services  
915 8<sup>th</sup> Street, Suite 119  
Marysville, CA 95901*

#### **B.4 PRICING**

Only those charges that are identified in the Proposal and agreed upon by the COUNTY will be allowed. Charges shall remain firm for the initial twelve (12) month period of the contract. Annual increases in charges must be justified to the COUNTY and submitted in writing. The increases cannot exceed the Consumer Price Index (CPI) increase. The CPI will be calculated as outlined below.

Prices may be adjusted annually (on the day the contract was signed by The COUNTY and the CONTRACTOR) by an amount not to exceed the CPI for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period. Prices shall remain firm for the following 12-month period. The charges may be increased in the following manner: the numerator will be the CPI (as listed above) of the month three (3) months prior to the Adjustment Date and the denominator will be the CPI (as listed above) of the previous year of the month three (3) months prior to the signing of the contract. Under no circumstances will adjustments in the fees exceed five (5) percent per additional period. CONTRACTOR must provide the COUNTY 30 (thirty) day written notification of any proposed price increases. Price increases shall become effective 30 (thirty) days after the COUNTY receives written notification of such increases. The effective date shall be 30 (thirty) days from the date of the postmark or fax. Notifications of price increases may be faxed; however, mailing of the original must follow.

#### **B.5 TIME AND MATERIAL COSTS**

All repair work that is not routine in nature or arises from problems not caused by the CONTRACTOR, shall be approved in writing or via email from the Parks and Landscape Coordinator. All work proposals shall be submitted with an estimated cost for repair and labor rates shall correlate to the hourly amount as detailed in Attachment C, and all parts and materials proposed for said repairs, shall not exceed the current applicable fair market value.

#### **B.6 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.7 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, in writing and signed by both parties, in

advance of performing additional services.

**ATTACHMENT C**  
**COUNTY PARK AND STREETScape MAINTENANCE AGREEMENT**  
**BID PROPOSAL**

**Sealed Proposal submitted to:**

Yuba County Office of the County Clerk  
 915 8<sup>th</sup> St. – Suite 107  
 Marysville, California 95901

**BID CLOSING ON:**

Friday, May 27<sup>th</sup>, 2011

1. COMPANY NAME United Landscape Resource DBA Botanica Landscapes			
2. CONTRACTOR LICENSE NUMBER 409125		3. FEDERAL TAX ID NUMBER 68-0443484	
4. YEARS IN BUSINESS 30			
5. BILLING ADDRESS PO Box 569		6. CITY Yuba City	7. STATE CA
		8. ZIP 95992	
9. TELEPHONE 530 671-1029	10. FAX 530 671-3326	11. EMAIL ADDRESS ec3@botanica.net	
12. CONTACT PERSON Ed Clavel		13. TITLE Manager	

14. ONSITE SUPERVISOR / FOREMAN (MUST SPEAK ENGLISH) Ricardo Lopez	15. TITLE Supervisor
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**BIDDER REFERENCES**

COMPANY NAME Yuba Sutter Mall	
CONTACT PERSON Mike Geiger	CONTACT PHONE 530 755-2500
DESCRIPTION OF SERVICES Full Service Landscape Maintenance	

COMPANY NAME Olivehurst Public Utilities District	
CONTACT PERSON Jerry Rodriguez	CONTACT PHONE 530 415-3833
DESCRIPTION OF SERVICES Full service Landscape Maintenance	

## BID PRICING

To determine bid prices and rates, refer to ATTACHMENT F (included in specs) for a description of each area included in this bid.

BID		ANNUAL BID	
CSA 52	EAST LINDA	\$ 433.01	\$ 5196.12
CSA 52B	EAST LINDA	\$ 2044.05	\$ 24528.60
POW/MIA PARK	EAST LINDA	\$ 1767.22	\$ 21206.64
NORTH BEALE ROAD	WEST LINDA	\$ 140.63	\$ 1687.56
CSA 66A	PLUMAS LAKE	\$ 5059.87	\$ 60718.44
CSA 66B	OLIVEHURST	\$ 220.87	\$ 2650.44
CSA 66C	PLUMAS LAKE	\$ 1018.88	\$ 12226.56
CSA 66D	OLIVEHURST	\$ 42.86	\$ 514.32
CSA 66E	PLUMAS LAKE	\$ 393.75	\$ 4725.00
CSA 69	OLIVEHURST	\$ 35.89	\$ 430.68
MCGOWAN PARK & RIDE	OLIVEHURST	\$ 715.00	\$ 3780.00
PLUMAS LAKE PARK & RIDE	PLUMAS LAKE	\$ 324.84	\$ 3898.08
YUBA COUNTY AIRPORT	OLIVEHURST	\$ 562.50	\$ 6750.00
SUBTOTAL		\$ 12359.37	\$ 148312.44
ADDITIVE ALTERNATES			
FERNWOOD PARK		\$ 1327.50	\$ 15930.00
FRIENDSHIP PARK		\$ 1032.50	\$ 12390.00
HAMMON GROVE PARK		\$ 940.09	\$ 11281.08
SYCAMORE RANCH		\$ 657.92	\$ 7895.04
ALTERNATE SUBTOTAL		\$ 3958.01	\$ 47496.12
BID TOTAL		\$ 16317.38	\$ 195808.56

## ADDITIONAL PRICING

Identify the hourly rate at which the County will be invoiced for time arising from services that are outside the specifications of the above designated landscape maintenance services.


LABOR RATE	\$ 60 <sup>00</sup> PER HOUR
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Identify the approximate rate per square foot per area at which the monthly amount will be calculated for additional park or landscape areas that may be added to this contract as needed.

LANDSCAPE MAINTENANCE RATE	\$ 011 PER SQ FT
LANDSCAPE MAINTENANCE RATE (TURF)	\$ 011 PER SQ FT

In accordance with the Invitation for Bid, General Conditions and Specifications, the undersigned declares that the service offered is in accordance with all requirements of the County detailed therein. Further, the undersigned declares that he/she is authorized to enter into agreement on behalf of the above named business and it is hereby understood that the above bid reflects the cost of landscape maintenance detailed in the specifications.

**Contractor is aware that prevailing wages must be paid to his/her employees for this project.**

  
\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

5-27-2011  
\_\_\_\_\_  
DATE

Ed Clavel Manager  
\_\_\_\_\_  
PRINT NAME AND TITLE

**ATTACHMENT D**  
**COUNTY PARK AND STREETScape MAINTENANCE**  
**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 Operative Provision No. 9.

## **D.3 TIME.**

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

## **D.4 INDEMNITY.**

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

## **D.5 CONTRACTOR NOT AGENT.**

Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

## **D.6 ASSIGNMENT PROHIBITED.**

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

#### **D.7 PERSONNEL.**

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

#### **D.8 STANDARD OF PERFORMANCE.**

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

#### **D.9 POSSESSORY INTEREST.**

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

#### **D.10 TAXES.**

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

#### **D.11 TERMINATION.**

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

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

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

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

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

## **D.12 NON-DISCRIMINATION.**

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

**D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.**

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

**D.14 OWNERSHIP OF INFORMATION.**

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

**D.15 WAIVER.**

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

**D.16 COMPLETENESS OF INSTRUMENT.**

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

**D.17 SUPERSEDES PRIOR AGREEMENTS.**

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

**D.18 CAPTIONS.**

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

## **D.19 DEFINITIONS.**

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

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

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

## **D.20 TERM INCLUDES EXTENSIONS.**

All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

## **D.21 SUCCESSORS AND ASSIGNS.**

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

## **D.22 MODIFICATION.**

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

## **D.23 COUNTERPARTS.**

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

## **D.24 OTHER DOCUMENTS.**

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

## **D.25 PARTIAL INVALIDITY.**

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

**D.26 JURISDICTION.**

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

**D.27 CONTROLLING LAW.**

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

**D.28 TIME IS OF THE ESSENCE.**

Time is of the essence of this Agreement and each covenant and term a condition herein.

**D.29 AUTHORITY.**

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

**D.30 CONFLICT OF INTEREST.**

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

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

### **D.31 NOTICES.**

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

If to "COUNTY":

Yuba County Public Works  
Attn: Michael Lee  
915 8<sup>th</sup> Street  
Suite 125  
Marysville, CA 95901

With a copy to:

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

If to "CONTRACTOR":

Botanica Landscapes  
Attn: Ed Clavel  
PO Box 569  
Yuba City, CA 95992

**ATTACHMENT E**  
**COUNTY PARK AND STREETSCAPE MAINTENANCE AGREEMENT**  
**INSURANCE 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.

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

- |  |   |  |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | <b>\$1,000,000.00</b>                   | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:   | <b>\$1,000,000.00</b>                   | Per accident for bodily injury and property damage.  |
| 3. Workers' Compensation:  | As required by the State of California. |  |
| 4. Employer's Liability:   | <b>\$1,000,000.00</b>                   | Each accident, <b>\$1,000,000.00</b> policy limit bodily injury by disease, <b>\$1,000,000.00</b> each employee bodily injury by disease.  |



**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 insured's 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 insurance policy, or as a separate owner's policy.

(b) For any claims related to this project, the CONTRACTOR 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 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 affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the 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.

**ATTACHMENT F**  
**COUNTY PARK AND STREETScape MAINTENANCE AGREEMENT**  
**LOCATION DESCRIPTION AND SITE MAPS**

**LOCATION DESCRIPTIONS**

**CSA 52**

CSA 52 is located in East Linda and includes turf, shrubs, trees and a decorative fountain.

The location of work encompasses the following established streetscapes:

STREET	LOCATION	WORK DESCRIPTION
Edgewater Circle	From western entrance at Erle Road to Rupert Avenue	both sides of the street including all medians and the decorative fountain
Rupert Avenue	from Edgewater Circle to Puddle Drive	both sides of the street including all medians
Purple Heart Park	detention basin along west side of Rupert Avenue	trail around the basin
Cattail Court	cul-de-sac along detention basin	cul-de-sac along detention basin

**CSA 52B**

CSA 52B is located in East Linda and includes turf, shrubs and trees.

The location of work encompasses the following established streetscapes:

STREET	LOCATION	WORK DESCRIPTION
Erle Road	From western entrance at Edgewater Circle	north side of the street
Edgewater Circle	from Rupert Avenue to eastern entrance at Erle Road	both sides of the street including all medians
Riverbank Drive	from Edgewater Circle to end of masonry wall	both sides of the street

Goldfields Parkway	from Erle Road to north end	both sides of the street including all medians
Kirkhill Drive	detention basin	landscaping along detention basin
Stonehaven Drive	detention basin	landscaping along detention basin
Griffith Avenue	from Erle Road to Linda Avenue	west side of the street
Griffith Avenue	from Hammonton Smartsville Road to 500' south	east side of the street, along detention basin
Hammonton Smartsville Road	from Griffith to one parcel east of Wallen Drive	south side of the street

### **POW/MIA PARK**

POW/MIA Park is a large park located in East Linda and includes turf, shrubs, trees, playground equipment and picnic areas.

STREET	LOCATION	WORK DESCRIPTION
Edgewater Circle	Edgewater Circle at Oakwood Drive	entire park including power-washing and sanitation of playground equipment (excluding spraypark operation and restrooms)

### **FERNWOOD PARK**

Fernwood Park is a large park located in East Linda and includes turf, shrubs, trees and playground equipment.

STREET	LOCATION	WORK DESCRIPTION
Fernwood Drive	Between Fernwood Drive and Grove Avenue	improved area of the park including sanitation of playground equipment

## **FRIENDSHIP PARK**

Friendhsip Park is a large park located in West Linda and includes turf, shrubs, trees, playground equipment and a skatepark.

STREET	LOCATION	WORK DESCRIPTION
Alicia Avenue	Between Jay Street and Laurel Street	improved area of the park including sanitation of playground equipment

## **NORTH BEALE ROAD**

North Beale Road is a County maintained arterial roadway located in Linda and includes shrubs and trees and playground equipment

STREET	LOCATION	WORK DESCRIPTION
North Beale Road	Cal Trans Yard to Avondale Avenue	east side of the street including medians (excluding commercial frontages)

## **CSA 66A**

CSA 66A is located in the Arboga and Plumas Lake areas and includes turf, shrubs, trees, a small park and twelve small "pass-through areas."

The location of work encompasses the following established streetscapes:

STREET	LOCATION	WORK DESCRIPTION
Plumas-Arboga Road	from beginning of soundwall west of Arboga Road to the end of the soundwall	north side of the road
Links Parkway	From Plumas-Arboga Road to northern end	both sides of the street including all medians, roundabouts and turn-ins. Also include small turf area at northeast intersection of Links and Night Heron
Wheeler Ranch Drive	From Links Parkway to Links Parkway	both sides of the street including all medians, roundabouts and turn-ins. Also include "pass-throughs" into Jewelflower and Bluegrass
River Oaks Boulevard	From Algodon Road to the Linda Fire Department	both sides of the street including all medians and turn-ins and up to the crest of the western edge of the drainage canal (excluding Walgreens frontage)

Plumas Lakes Boulevard	from River Oaks Boulevard to Algodon Road	both sides of the street including all medians
Kneebone Court	cul-de-sac	cul-de-sac "pass-through"
Jones Bar Court	cul-de-sac	cul-de-sac "pass-through"
Oregon Creek Way	cul-de-sac	cul-de-sac "pass-through"
Oregon Creek Way	at 90 degree bend	"pass-through"
Honey Run Court	cul-de-sac	cul-de-sac "pass-through"
Jacoby Creek Court	cul-de-sac	cul-de-sac "pass-through"
Aptos Creek Court	cul-de-sac	cul-de-sac "pass-through"
Roaring Camp Court	cul-de-sac	cul-de-sac "pass-through"
Felton Way	cul-de-sac	cul-de-sac "pass-through"
Edwards Court	cul-de-sac	cul-de-sac "pass-through"
Cactus Drive	cul-de-sac	cul-de-sac "pass-through"
Broken Bit Drive	cul-de-sac	cul-de-sac "pass-through"
Thunder Ranch Way	Thunder Ranch Way at Coffee Creek Way	"pass-through"

Zanes Drive	Zanes at Coffee Creek Way	“pass-through”
Dry Gulch Trail	from Oxbow Court to Coffee Creek Way	mini park and landscaping on south side of the street
River Oaks Boulevard	From canal north of Cimarron to Feather River Boulevard	both sides of the street including all medians and turn-ins

**CSA 66B**

CSA 66A is located in Olivehurst and includes shrubs and trees

The location of work encompasses the following established streetscapes:

STREET	LOCATION	WORK DESCRIPTION
Olivehurst Avenue	from McGowan Parkway to Hicks Avenue	west side of the street including all turn-ins
McGowan Parkway	from Olivehurst Avenue to the end of the soundwall before the railroad tracks	north side of the street

**CSA 66C**

CSA 66C is located in Plumas Lake and includes shrubs and trees

The location of work encompasses the following established streetscapes:

STREET	LOCATION	WORK DESCRIPTION
River Oaks Boulevard	from Linda Fire Department to canal north of Cimarron	east side of the street including all medians and turn-ins

**CSA 66D**

CSA 66D is located in Olivehurst and includes turf, shrubs and trees

The location of work encompasses the following established streetscapes:

STREET	LOCATION	WORK DESCRIPTION
Arboga Road	one parcel north of Maplehurst Street to one parcel south of Maryclair Drive	east side of the street



### **CSA 66E**

CSA 66E is located in Plumas Lake and includes shrubs and trees

The location of work encompasses the following established streetscapes:

STREET	LOCATION	WORK DESCRIPTION
Chalice Creek Drive	Earhart Way to north end of improved landscaping	east side of the street

### **CSA 69**

CSA 69 is located in Olivehurst and includes shrubs and trees

The location of work encompasses the following established streetscapes:

STREET	LOCATION	WORK DESCRIPTION
Rose Avenue	August Way to Summerfield Lane	west side of the street
Summerfield Lane	detention basin	landscaping along detention basin
Dan Avenue	west of detention basin	control weeds along soundwall

### **McGOWAN PARK AND RIDE**

The McGowan Park and Ride is located in Olivehurst and includes shrubs, trees and cleaning of the parking lot.

The location of work encompasses the following established streetscapes:

STREET	LOCATION	WORK DESCRIPTION
Powerline Avenue	at McGowan Park and Ride	all landscaping within the Park and Ride including sweeping of the parking lot.

### **PLUMAS LAKE PARK AND RIDE**

The Plumas Lake Park and Ride is located in Plumas Lake and includes shrubs, trees and cleaning of the parking lot.

The location of work encompasses the following established streetscapes:

STREET	LOCATION	WORK DESCRIPTION
Feather Ridge Drive	at Chalice Creek Drive	all landscaping within the Park and Ride including sweeping of the parking lot.

### **HAMMON GROVE PARK**

Hammon Grove Park is located in Browns Valley and includes turf, shrubs, trees and picnic areas.

The location of work encompasses the following established streetscapes:

STREET	LOCATION	WORK DESCRIPTION
Hammon Grove Park	5560 Highway 20, Browns Valley	all turf in the lower section of the park and cleaning of the picnic areas

### **SYCAMORE RANCH**

Sycamore Ranch is located in Browns Valley and includes turf, shrubs, trees and picnic areas.

The location of work encompasses the following established streetscapes:

STREET	LOCATION	WORK DESCRIPTION
Sycamore Ranch	5390 Highway 20, Browns Valley	all turf in the campground and day use area along the river and cleaning of the picnic areas

## **YUBA COUNTY AIRPORT**

The Yuba County Airport is located in Olivehurst and includes turf, shrubs and trees.

The location of work encompasses the following established streetscapes:

STREET	LOCATION	WORK DESCRIPTION
Sky Harbor Drive	from Arboga Road to Airport terminal	both sides of the street including all medians



ATTACHMENT G  
YUBA COUNTY PARKS AND LANDSCAPE MAINTENANCE SHEET

MONTH

YEAR

AREA MAINTAINED

**ROUTINE MAINTENANCE**

DATE:

	Y / N	Y / N	Y / N	Y / N	Y / N
MOWING AND EDGING	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
TRIMMING AND EDGING GROUND COVER	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
CLEARING PEDISTRIAN PATH OF TRAVEL	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
CLEAN PARKING AREA	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
PRUNING / TRIMMING SHRUBS	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
PRUNING TREES	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
TREE STAKING / ADJUSTMENT	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
POWER WASHING	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
MEDIAN MAINTENANCE*	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
TRASH / DEBRIS REMOVAL FROM LANDSCAPE AREA / PLAY AREA	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
TRASH RECEPTACLE (EMPTY/REPLACE WITH NEW BAG)**	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
VERIFY & ADJUSTING WATERING ***	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

OTHER:

\* All hard surface areas (asphalt, concrete, pavers, etc.) shall be kept free from weeds, debris, sand, etc.

\*\* Trash receptacles to be emptied a minimum of one (1) time per week along all landscape corridors; five (5) times per week in all parks.

\*\*\* Irrigation should be set to turn off during periods of prolonged rain and return to normal when the rains have subsided.

**SEASONAL MAINTENANCE**

HERBICIDES

DATE:

PESTICIDES

DATE:

FUNGICIDES

DATE:

FERTILIZATION (4 TIMES PER YEAR)

DATE:

WEED ABATEMENT (2 TIMES PER YEAR)

DATE:

SOIL AERIFICATION (1 TIME IN AUTUMN)

DATE:

(CHECK ONE AND COMPLETE BELOW) ☐ REPAIRS ☐ VANDALISM ☐ PLANT REPLACEMENT ☐ OTHER

LOCATION:

PARTS / PLANT SPECIES:

DESCRIPTION:

**GENERAL COMMENTS**

SUBMITTED BY

DATE

REVIEWED BY

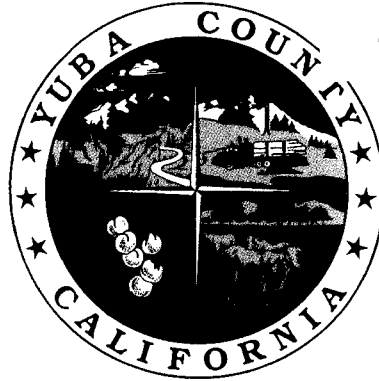
DATE

# 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



272-11

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

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

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

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

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

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

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

**PARKS AND RECREATION**  
749-5430 • Fax 749-5434

June 28, 2011

TO: Board of Supervisors

FROM: Wendy Hartman, Planning Director  
Debra J. Phillips, YCCSC Executive Director

SUBJECT: **Approve 2012/2013 CSBG Community Action Plan**

### Recommendation:

It is recommended that the Yuba County Board of Supervisors approve, and authorize the Chairman to execute, the 2012/2013 Community Services Block Grant (CSBG) Community Action Plan. (Approved by the Yuba County Community Services Commission on June 2, 2011)

### Background:

The Yuba County Community Services Commission (CSC) expects to receive and administer CSBG funds for CY 2012 and CY 2013. The State Department of Community Development (CSD) requires agencies receiving these funds to submit a semi-annual Community Action Plan. CSD uses this information to develop and complete the State Community Action Plan and grant application. The Community Action Plan also serves as guideline for the goals, priorities, and strategies to deliver services to the low-income population of Yuba County.

### Discussion:

This is a summarization of the required sections of the 2012-2013 Community Services Block Grant Community Action Plan.

Requirement 1: Community Information Profile and Needs Assessment -- The 2010 Community Services needs assessment was utilized as an additional needs assessment tool. The needs identified by the community through this method were combined with the public hearing information and written comments, evaluated and prioritized. Goals were developed.

H:\COMMON\2011\YC-CSBG\CAP-BOS.DOC



Community Services Commission



Housing Authority

EQUAL HOUSING  
OPPORTUNITY

- Requirement 2: The statewide priority developed by CSD has been accepted, which is Family Self-Sufficiency (FSS).
- Requirement 3: The Federal Assurances that indicate the activities this agency administers.
- Requirement 4: The State Assurances that indicate the activities this agency administers.
- Requirement 5: The required public hearing was held by the CSC on March 9, 2011, with written comments and verbal testimony accepted.
- Requirement 6: Monitoring and evaluation method is described to ensure the program and fiscal performance is in accordance with the objectives is the Community Action Plan.

**Committee Action:**

The Yuba County Community Services Commission recommends approval.

**Fiscal Impact:**

There is no fiscal impact to the general fund.

A complete copy of the Community Action Plan is on file and available for review in the Housing and Community Services office.

Please contact Debbie Phillips at 749-5460 for questions regarding the Community Action Plan, or for additional information.

DJP

**COMMUNITY SERVICES BLOCK GRANT  
2012/2013 PROGRAM YEAR COMMUNITY ACTION PLAN  
COVER PAGE**

TO: Department of Community Services and Development  
Attention: Field Operations  
P. O. Box 1947  
Sacramento, CA 95812-1947

FROM: Agency: Yuba County Community Services Commission  
  
Address: 915 8<sup>th</sup> Street, Suite 130  
  
City: Marysville, CA 95901

**Agency Contact Person Regarding Community Action Plan**

Name: Debra J. Phillips  
Title: Executive Director  
Phone: 530-749-5460 ext.  
FAX: 530-749-5464  
E-mail address: dphillips@co.yuba.ca.us

**CERTIFICATION OF COMMUNITY ACTION PLAN AND ASSURANCES**

The undersigned hereby certify that this agency complies with the Assurances and Requirements of this 2012/2013 Community Action Plan and the information in this CAP is correct and has been authorized by the governing body of this organization.

\_\_\_\_\_  
Board Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

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

## COMMUNITY ACTION PLAN REQUIREMENTS

### Summary/Checklist

The 2012/2013 request for Community Action Plan (CAP) must meet specific requirements as defined by law and are described in detail in this document. The CAP forms, with specific instructions on how to complete each form, are assembled separately for ease in preparing. Once you have completed your CAP, submit to CSD one original document (marked "original") and two copies (marked "copy") no later than **June 30, 2011**. The following is a check list of the components to be included in the CAP:

- ☒ CAP Cover Page with appropriate signatures
- ☒ Table of Contents and all CAP pages numbered consecutively
- ☒ Agency Vision & Mission Statements
- ☒ Requirement 1: Community Information Profile and Needs Assessment
- ☒ Requirement 2: Statewide Priority
- ☒ Requirement 3: Federal Assurances (Indicate the applicable assurances)
- ☒ Requirement 4: State Assurances (Indicate the applicable assurances)
- ☒ Requirement 5: Documentation of Public Hearing(s)
- ☒ Requirement 6: Monitoring and Evaluation Plan



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## **AGENCY VISION & MISSION STATEMENTS**

The Vision Statement describes a desired future based on your agency's values. The vision is broader than what any one agency can achieve; the agency collaborates with others in pursuit of the vision.

Provide your agency's Vision Statement.

### **VISION STATEMENT:**

It is envisioned this will be accomplished by advocating on behalf of the poor, identifying community needs, developing new approaches to remove obstacles causing poverty, and providing innovative and effective programs to eliminate the conditions of poverty.

The Mission Statement describes the agency's reason for existence and may state its role in achieving its vision.

Provide your agency's Mission Statement.

### **MISSION STATEMENT:**

The mission of the Yuba County Community Services Commission is to assist low-income residents of Yuba County in achieving self-sufficiency.

## REQUIREMENT 1 COMMUNITY INFORMATION PROFILE & NEEDS ASSESSMENT

State law requires each CSBG eligible entity to develop a Community Action Plan (CAP) that will assess poverty-related needs, available resources, feasible goals, and strategies to prioritize its services and activities to promote the goals of self-sufficiency among the low-income populations in its service area. (*Government Code 12747(a)*)

Each CAP shall include the Community Information Profile and Needs Assessment as follows:

1. **Community Information Profile:** Describes the problems and causes of poverty in the agency's service area based on objective, verifiable data and information. (*Government Code 12754(a)*)

Attach the agency's Community Information Profile. This must include corresponding heading (i.e., Community Information Profile), sequence, and description of:

- A. **Community resources and services, other than CSBG, which are available in the agency's service area to ameliorate the causes of poverty and the extent to which the agency has established linkages with those service providers.**

Yuba County is rurally located approximately 40 miles north of Sacramento. Our population is spread over 631 square miles, with the majority of our low-income residents living in Olivehurst, Linda, Marysville and foothill regions. The 2009 census data estimates a 2009 population for Yuba County of, 72,925 which indicates a 21.1 % increase from 2000. Yuba County is one of the poorest counties in the state. Yuba County still rates among the highest in poverty with an average of persons receiving Cal WORKS or other assistance. The U. S. Census Bureau estimates, as of 2010, that 20.8% of our residents live below poverty. The total number of food stamp cases has grown to 3,487 cases per year between 2007 and 2008 with the most significant increase of 11.7 % for fiscal year 2007-2008. The trend indicates a continuation of the average growth rate of approximately 5% over the next year; it is estimates that Yuba County's public caseload will increase by around 137 additional cases in that period..

There were 1,342 referred cases of child abuse in Yuba County for the 2009 /2010 - year. The average number of reported abused children per month includes 19.4 sexually abused and 14. % substantiated cases. There was an average of 8.9 children per month reported as being at substantial risk of abuse/neglect. There is also an average of 89 children in Foster Care for FY 09-10. The dropout rate for Yuba-Sutter middle school students has significantly decreased and statistics from the California Department of Education indicate a 19.5% dropout rate for grades 9-12. From the 2008 school year the rate has dramatically increased to 21.2 %

Citing statistics obtained from Superior Court records regarding felony convictions and felony filings, Yuba County had 1,307 dispositions and 1,571 filings for fiscal year 2008-09. Since 2001, a felony is counted as one filing and one disposition for each defendant throughout the stages of criminal proceedings. This charge eliminated double-counting of defendants who were held to answer, certified on guilty pleas, or waived preliminary hearings, and it reduced the numbers of filings and dispositions reported.. As projections indicate an increase in felony convictions, crime continues to be a major concern in Yuba County. The problems of gang and related activities are being felt in Yuba County. While the problems may not be as prominent or publicized in the Yuba-Sutter area as in larger areas, there have been incidents of drive-by shootings, drug dealing and graffiti identified as gang related. Community concern is growing, and all indicators are that this problem is escalating.

Homelessness is still a major concern. Yuba County Department of Health and Human Services statistics indicate an annual average of 26 temporary applications for homeless assistance. Of these, 4 were for Permanent Assistance and 1 was for both Permanent with Temporary Assistance. A 2006 housing conditions survey was conducted for Yuba County indicated 5,271 units were surveyed and 23% of these were substandard. 3,079 needed minor to substantial repairs, 656 were considered dilapidated, and 5,206 substandard. The next housing condition survey update will be completed by August 2013.

Social Security Administration statistics indicate there are 6,580 persons aged 65 and older receiving retirement/survivor benefits. In addition, there are 2,490 receiving Disability Insurance benefits and 1,558 receiving SSI.

Employment Development Department statistics regarding unemployment in Yuba County indicate a 17.3% unemployment rate for 2009. This number fluctuates annually, but remains high in comparison to the state average of approximately 11.4%.

**B. The agency's plan for regularly reviewing and revising the Community Information Profile. In particular, describe how the agency ensures that the most current data and relevant factors are included.**

The Yuba County Community Services Commission has established an Information and Referral Directory (page 7) to assist Low-income residents in finding assistance with their individual needs. The directory shown below is printed on card stock and, in addition to being made available in the office reception area, is distributed to local service providers.

**C. The agency's plan for regularly reviewing and revising the Community Information Profile. In particular, describe how the agency ensures that the most current data and relevant factors are included.**

The Yuba County Community Services Commission reviews the Community Information Profile bi-annually for the Community Action Plan using California Quick Facts in addition to contacting local service providers and the newspaper to obtain the latest information.

**COMMUNITY SERVICES DIRECTORY**  
**COUNTY OF YUBA**  
**Information & Referral 749-5460**

**ALCOHOL & DRUG ABUSE**

Alcoholics Anonymous 673-9380  
 Clean Break-Fremont-Rideout 749-4458  
 Narcotics Anonymous 877-6361  
 National Alcohol & Drug Abuse Hotline 1-800-252-6465  
 Al Anon Family Group 673-9380  
 Pathways Alcohol Program 674-4530  
 School Alcohol/Drug Prevention Programs 741-4379  
 Tobacco Prevention Education/Cessation Classes 749-6366

**CHILDREN ACTIVITIES**

4-H Clubs 822-7515  
 Boy Scouts of America 822-9275  
**Friday Night Live** 742-5483  
 Girl Scouts Council 1-800-322-4475  
 Library Services 749-7380  
 YMCA 666-9622

**CHILD CARE**

Beale Child Development Center 634-4717 or 634-4984  
 Children's Home Society of California 673-7503  
 California Human Dev. Corp. Child Care Center 821-2202  
 Children's Day Care Licensing 895-5033  
 Children's Home Society of California 673-7503  
**Harmony Health Family Res. Ctr. (Ages 0-5)** 742-5049  
 Brittan 822-5155  
 Yuba College Child Care Center 749-3808  
 Yuba College Infant/Toddler Center 741-7738  
 Yuba/Sutter Head Start (Program Office) 741-2995

**CHILD & FAMILY COUNSELING**

Beale AFB Family Support Service Center 634-2863  
**Casa de Esperanza** 674-5400  
 Child Help's Ntnl. Child Abuse Hotline 1-800-422-4453  
 Parent Network 749-3276  
 Yuba County Probation Department 749-7550

**CHILD & FAMILY HEALTH**

Health Department 741-6366  
 Peach Tree Clinic 749-3242  
 WIC Women, Infants & Children 749-4830

**COMMUNITY INFORMATION**

Chamber of Commerce 743-6501  
 United Way 743-1847

**COUNSELING/MENTAL HEALTH**

Sutter-Yuba Mental Health  
 24-hour Crisis Line 673-8255  
 Day Treatment 822-7205  
 Emergency, 24-hours 673-8255  
 Inpatient 822-7209  
 Outpatient 822-7200  
 Anger Management Classes 673-8230  
**Mental Health America Yuba Sutter** 822-7200

**DISABLED**

Alta California Regional Center 674-3070  
 California Relay Service Toll-free voice 1-800-735-2922  
 Toll-free TTY 1-800-735-2929  
 Easter Seals Society 673-4585  
**Nor-Cal for the Deaf & Hard of Hearing** 671-0811  
**FREED Center for Independent Living** 742-4474  
**Butchie's Pool** 671-4373  
**Craftsman for Christ** 822-7910

**VETERANS & MILITARY**

Yuba Sutter Veterans Service Center 749-4967

**TRANSPORTATION**

Yuba Sutter Transit 634-6889  
**QUEST-Medicar** 741-2140

**EMERGENCY/SOCIAL SERVICES**

American Red Cross 673-1460  
 Child Protective Services 749-6335  
 County Department of Human Services 749-6311  
 Rural Opportunities Resource Center, Inc. 742-7806  
**Salvation Army** 216-4530  
**Yuba Sutter Gleaners Food Bank** 673-3834  
**Craftsman for Christ** 822-7910

**EMPLOYMENT/TRAINING**

Employment Development Department Corp 741-2924  
 Yuba County Human Services 749-6339  
 North Central Counties Consortium 822-7145  
 Yuba County Regional Career Center 741-6213  
 California Dept. of Rehabilitation 822-4591 (TDD 822-4594)

**FINANCIAL ASSISTANCE**

Consumer Counseling Services 674-9729  
 Social Security Administration 671-5031

**GOVERNMENT**

Clerk Recorder 749-7879  
 Superior Court 749-6341  
 District Attorney 749-7770  
 Auditor 749-7810  
 Treasurer/Tax Collector 749-7840  
 Elections 749-7855

**HOUSING**

**Yuba County Housing Authority** 749-5460  
**The Salvation Army Depot Family Crisis Center** 216-4530  
 Twin Cities Rescue Mission 743-8777

**LEGAL/CONSUMER INFORMATION**

California Rural Legal Assistance 742-5191  
 Home Owners & Renters Assistance 1-800-852-5711  
 Public Defender Service 741-2331  
 Victim Witness Program 741-6275  
**Yuba-Sutter Legal Center (Senior Legal Services)** 742-8289

**MEDICAL**

County Health Services 749-6366  
 Lindhurst Family Health Center  
 Dental 743-4614  
 Medical 743-4611  
 Feather River Health 891-5700  
 Peach Tree Clinic 749-3242  
 Rideout Emergency Department 749-4511  
**Harmony Health Medical Clinic** 743-6888  
 Freemont-Rideout Hospice 749-3006

**SENIOR CITIZENS**

Elder Services of Northern California 755-2018  
 Medicare Information 1-800-952-8627  
 Lunch at Senior Center 990-0852  
 Meals on Wheels 916-486-1876  
 Senior Information & Assistance 742-2334  
 Yuba County In-Home Supportive Services 749-6471  
 Community Resource Services (Senior Transportation) 751-9478  
**Yuba Sutter Legal Center (Senior Legal Services)** 742-8289  
 Senior Legal Hotline 1-800-222-1753  
 Caring Calls 674-5253

**UTILITIES**

Garbage 743-6933  
 Gas & Electric 1-800-743-5000  
 Water Resources Department 755-0071

**WOMEN'S SERVICES**

**Casa de Esperanza**  
 Emotional advocacy and support 674-5400  
**Crisis Line** 674-2040  
 La Leche League 797-4176  
 Rape Crisis Intervention  
 Crisis 674-2040  
 Business 674-5400  
 WIC: Women, Children & Infants 749-4830  
 Access for Infants & Mothers 1-800-433-2611  
 Great Beginnings 751-2390

- 2. Needs Assessment:** Describes local poverty-related needs, with further identification and prioritization of the eligible activities to be funded by CSBG. It also serves as the basis for the agency's goals, problem statement(s) and program delivery strategy(s).

The Needs Assessment should analyze the demographic and economic conditions and other poverty-related factors identified in your Community Information Profile.

Attach the agency's Needs Assessment which must include corresponding heading (i.e., Needs Assessment), sequence, and description of:

The Yuba County CSC conducted a public hearing to help determine the needs of the community. The results were used in the development and identification of program priorities and goals. A summary of the public hearing begins on page 15.

Written comments were solicited. A community service survey was completed in April of 2011. A questionnaire was distributed to an unknown number of persons through local service providers. The distribution of the questionnaire was accomplished by direct mail and active distribution in public and contract service provider locations throughout Yuba County. The results of the questionnaire were compiled and included in the list of identified needs.

The following needs obtained from each source were analyzed, condensed, and thoroughly discussed by the CSC.

#### Needs Assessment Survey

subsidized rent  
 rent deposit  
 housing repair  
 emergency utility  
 Medi-Cal doctors  
 children's health  
 one time rent  
 dial-a-ride  
 child day care  
 general medical  
 job training  
 legal services  
 emergency transportation  
 emergency food  
 nutrition

youth activities

#### Available Programs

(Housing Authority Section 8 & Vouchers)  
 (DSS, Salvation Army)  
 (CDBG)  
 (PG&E, LIHEAP, Consumer Projects, DSS)  
 (Health Dept/clinics, DSS)  
 (Health Dept/clinics, DSS)  
 (DSS)  
 (Y/S Transit)  
 (Children's Home Society, DSS, Yuba College)  
 (Health Dept., Medi-Cal)  
 (PIC, Cal WORKS, One-Stop)  
 (CRLA, DA's office, YSLC)  
 (Y/S Transit)  
 (Gleaners, Salvation Army-Basic Needs)  
 (Food Stamps, WIC, Senior Nutrition Access Card,  
 Senior Nutrition Program - BCCAA)  
 (Friday Night Live, Scouts, athletic leagues)

#### Public Hearing

senior services- nutrition, legal, medi-car, home chore program  
 employment & training - developmental disabilities, chronically and mentally ill,  
 weatherization, CNA  
 domestic violence - sexual assault, shelter, counseling, emergency, child abuse(food,  
 clothing, counseling and information), elder abuse

hearing impaired services

homelessness - shelter, counseling, substance abuse

health - medicines, assistive devices, transportation

housing – weatherization, rental/deposit assistance

Many of the needs identified in Yuba County are being addressed through the use of CDBG funds or other sources. These needs have a lower priority, and will not become goals at the present time. Services not directed to low income persons were eliminated from the list. The health issues will not be transformed directly into goals for 2012/13, as low cost and free medical services are available to low income persons. The network of local agencies is equipped to make appropriate referrals. Transportation is available through Y/S Transit, a public transportation system, as well as additional transportation services included in specific program participation. Food needs are being met by programs such as Food Stamps, WIC and Senior Nutrition Services (meals for the elderly). Emergency food services are being provided by the Gleaners and Salvation Army-Basic Needs programs. Utility assistance is provided by several agencies in the County, which include LIHEAP, the local utility company and the Department of Health and Human Services. Therefore, this need will not be included as a goal, except as referrals by the local agency network.

The remaining needs were further consolidated into the goals set forth in the Program Goals and Objectives. Family Self-Sufficiency, an accepted state priority, will become a goal, in an effort to initiate the program. Consideration was given to all resources and methods of delivery, including the availability of existing agencies able to provide applicable services and current services provided by organizations. These needs will continue to be considered as the CSC reviews the proposals submitted from service providers through the RFP process annually.

## GOALS

Family Self-Sufficiency – case management

Senior services -- legal, nutrition site in Yuba County

Safety-Net Services – transportation, legal services, one-time housing assistance,  
emergency services, food banks, domestic violence

Youth Services – after school activities, education for at-risk youth

**REQUIREMENT 2**  
**2012/2013 STATEWIDE PRIORITY/STRATEGY STATEMENT**  
**Government Code Section 12745(e)**

The department may prescribe statewide priorities among eligible activities or strategies that shall be considered and addressed in the local planning process and described in the community action plan submitted to the state. Each eligible entity shall be authorized to set its own program priorities in conformance to its own determination of local needs.  
(Government Code 12745(e))

Does the Agency accept the Family Self-Sufficiency Statewide Priority? ☒ Yes ☐ No  
(If "No", answer question 3)

Family Self-Sufficiency is a program designed to provide services to enable Yuba County's Low-income families to achieve self-reliance and economic independence. It is the objective of this program to enhance the existing efforts of public and private agency services to assist low-income families back into the social and economic mainstream by providing a wide range of supportive services aimed at developing an independent life style.

The CSC will address this statewide priority by utilizing available resources to identify and increase the options for families seeking to achieve self-sufficiency. A network of human service agencies is in place to provide information, referrals and services to the community. The CSC will provide coordination of services and linkages between programs to decrease duplication of service delivery, thus augmenting the efficiency of programs and valuable funding dollars. The CSC will offer workshops and training sessions to provide technical assistance to Yuba County service providers. The CSC will actively seek new avenues to enhance and expand current resources to further meet the needs of the low-income population.

The goal is to break the cycle of poverty and channel a most valuable resource, our people, into responsible, productive members of the community. Networking among the community agencies to coordinate the services is critical. This will be promoted to identify and access those in need and to offer comprehensive services.

The role of the CSC will be that of a facilitator. The FSS program will be made available to families through various programs. Those who wish to participate will be identified and provided with an orientation to the program. The CSC staff will maintain contact with the family, supplying guidance and encouragement.



**REQUIREMENT 3  
FEDERAL ASSURANCES  
COATES Human Services Reauthorization Act of 1998: Public Law 105-285**

**In an attachment, with corresponding headings and sequence (i.e., 1. Section 676(b)(1)(A), vii:), identify and provide a narrative description for the agency activities, as applicable, in accordance with the Federal Assurances 676(b)(1)(A-C).**

**1. Section 676(b)(1)(A):**

To support activities that are designed to assist low-income families and individuals, including families and individuals receiving assistance under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.), homeless families and individuals, migrant or seasonal farm workers and elderly low-income individuals and families, and a description of how such activities will enable the families and individuals—

- ☒ i. remove obstacles and solve problems that block the achievement of self-sufficiency, (including self-sufficiency for families and individuals who are attempting to transition off a State program carried out under part A of title IV of the Social Security Act);
- ☒ ii. secure and retain meaningful employment;
- ☒ iii. attain an adequate education, with particular attention toward improving literacy skills of low-income families in the communities involved, which may include carrying out family literacy initiatives;
- ☒ iv. make better use of available income;
- ☒ v. obtain and maintain adequate housing and a suitable living environment;
- ☒ vi. obtain emergency assistance through loans, grants or other means to meet immediate and urgent family and individual needs; and
- ☐ vii. achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners to;
  - ☐ I. document best practices based on successful grassroots intervention in urban areas, to develop methodologies for widespread replication; and;
  - ☐ II. remove obstacles and solve problems that block the achievement of self-sufficiency, (including self-sufficiency for families and individuals who are attempting to transition off a State program carried out under part A of title IV of the Social Security Act);

**2. Section 676(b)(1)(B):**

To address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime, such as—

- ☒ (i) programs for the establishment of violence-free zones that would involve youth development and intervention models (such as models involving youth mediation, youth mentoring, life skills training, job creation, and entrepreneurship programs); and
- ☒ (ii) after-school childcare programs.

**3. Section 676(b)(1)(C):**

- ☒ To make more effective use of, and to coordinate with, other programs related to the purposes of this subtitle (including State welfare reform efforts).

**Attach or type a narrative description of the agency activities for each of the Assurances listed below:**

- |                              |  |
|------------------------------|--|
| <b>1. Section 676(b)(4):</b> | Will provide, on an emergency basis, for the provision of such supplies and services, nutritious foods and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals. (BCCAA, Gleaners, Yuba Feather Community Services – see attached Agency Summary)  |
| <b>2. Section 676(b)(5):</b> | The CSC coordinates plans and activities with all CSD-funded eligible entities in Yuba County, in order to provide maximum services to the eligible beneficiaries and avoid duplication of services or gaps in service. One of the CSC goals is to eliminate duplication of services. This is a factor in making funding decisions at the local level. Gaps in service are identified through several means, including the needs assessment process. There is no duplication of service with the CSD-funded energy program in the County.  |
| <b>3. Section 676(b)(6):</b> | The CSC will coordinate between antipoverty programs and emergency crisis intervention programs under Title XXVI (relating to Low-Income Home Energy Assistance) conducted in Yuba County. Referrals are made to CSD funded energy programs as well as to those provided through other sources, including PG&E. Clients may be referred and/or obtain applications from the utility company, CSD energy provider, or the CSC office. The human service program providers are equipped to make energy referrals, and refer to other antipoverty services within the network. The CSC continues to coordinate antipoverty services on a year-to-year |

basis.

**4. Section  
676(b)(9):**

The CSC will coordinate with the Private Industry Council, North Central Counties Consortium, to ensure economic growth, improved work force productivity, and deterrence of family dependency on public funds. Network agencies make referrals to the PIC for job related services, and accept referrals from the PIC for provider services. Review of community needs includes consideration of PIC activities.

The CSC will also coordinate with the Yuba County Department of Social Services (DSS) CalWORKS program in an effort to promote self-sufficiency among Temporary Aid to Needy Families (TANF) recipients. The CSC communicates openly with DSS and the CalWORKS unit. Agency providers refer to DSS as appropriate, and accept referrals from DSS for CalWORKS participants, as well as other DSS recipients. CalWORKS is a mandatory program in Yuba County for TANF recipients, and not an optional program for others to join. The CSC provider network serves many CalWORKS clients.

**5. Section  
676(b)(10):**

The CSC advertises for vacancies on its Board through notices in the local newspapers, on the radio and through the mail. This process allows for low-income individuals, community organizations, religious organizations, and representatives of low-income individuals that consider the organization, or low-income individuals, to be inadequately represented on the board and opportunity to petition for adequate representation.

**6. Section  
676(b)(12):**

The CSC has participated in the CSD's system for measuring performance and results since 1998. All subcontractors to measure performance in promoting self-sufficiency, family stability, and community revitalization use the Family Development matrix at the end of this document.

**7. Section  
678D(a)(1)(B):**

The CSC ensures through its subcontractor contract and annual monitoring that cost and accounting standards of the Office of Management and Budget apply.

**8. Section  
676(b)(3)(A):**

The CSC does not provide direct services, but administers the CSBG funds through a Request for Proposal process. The CSBG funded subcontractors provide services to low-income residents of Yuba County per the RFP and the subsequent contract following all CSBG rules and regulations.

**9. Section  
676(b)(3)(B):**

The CSC is compiling an Information and Referral Directory of local service providers to fill identified gaps in services. In addition, local service providers network to provide low-income residents with information and referral, case management and follow-up consultations.

**10. Section  
676(b)(3)(C):**

The CSC ensures through the RFP process that the subcontractors are aware that CSBG funds are not a permanent funding source. They are encouraged to expand their funding base through additional means.

**11. Section  
676(b)(3)(D):**

The RFP process allows for local agencies to apply for funds to support innovative community and neighborhood-based initiatives related to the purposes of this subtitle, which may include fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting.

**REQUIREMENT 4  
STATE ASSURANCES  
California Government Code**

**Attach a narrative description, with corresponding headings (i.e., 1. Section 12730(h):), of how your agency is meeting the State Assurances listed below:**

- 1. Section 12730(h):** Eligible beneficiaries are the following: (1) all individuals living in households whose income is at or below official poverty income guidelines as defined by the United States Office of Management and Budget; (2) All individuals eligible to receive Temporary Assistance to Needy Families or Federal Supplemental Security Income benefits, and (3) Residents of a target area or members of a target group having a measurably high incidence of poverty and which is the specific focus of a project financed under this chapter.
- 2. Section 12747(a):** Community action plans shall provide for the contingency of reduced federal funding. Provide your agency's contingency plan for reduced federal funding. Also, include a description of how your agency will be impacted in the event of reduced CSBG funding.
- 1) The CSC will continue to actively seek additional funding sources for programs that serve the low-income population of Yuba County. Our goal is to expand the resources that are available, and to identify funds that could replace discontinued or reduced funding
  - 2) The CSC would re-evaluate the priorities and analyze current services provided. Any duplication of services would be eliminated.
  - 3) Remaining programs would receive an across the board cut in CSBG funding.
  - 4) A public hearing or series of public meetings would be held to determine areas where additional cuts could be made, while ensuring the critical needs of the low income could still be met.
- The Request for Proposal format will require agencies to realistically address the issue of decreased funding. It will also require agencies to develop a phase-out plan. This will charge the community agencies with the responsibility of reducing dependency on CSBG funding.
- 3. Section 12760:** Community Action Agencies funded under this article shall coordinate their plans and activities with other eligible entities funded under Articles 7 (commencing with Section 12765) and 8 (commencing with Section 12770) which serve any part of their communities, so that funds are not used to duplicate particular services to the same beneficiaries and plans and policies affecting all grantees under this chapter are shaped, to the extent possible, so as to be equitable and beneficial to all grantees and the populations they serve.

**REQUIREMENT 5**  
**DOCUMENTATION OF PUBLIC HEARING(S)**  
**Government Code Section 12747(d)**

Agencies holding public hearings pursuant to this Article shall identify all testimony presented by the poor and shall determine whether the concerns expressed by that testimony have been addressed in the Community Action Plan (CAP). If the agency determines that any of the concerns have not been included in the CAP, it shall specify in its response to the CAP information about those concerns and comment as to their validity. (*Government Code 12747(d)*)

1. Yuba County Community Services Commission held its public hearing on March 9, 2011 at 3:30 p.m. to hear comments from the community regarding needs of the low-income population. An announcement was published in the Appeal Democrat, posted in key public locations, advertised through five local radio stations (including one Spanish station), and distributed to forty-seven local agencies serving both low-income persons and the general community. In addition, the announcement was provided in Spanish and Hmong. Below is a summary of all testimony presented by all persons at the hearing, including the poor. If the comments or issues addressed have not been included in the plan, a response to the concerns raised and their validity is included.
2. One copy of each public notice published in the media to advertise the public hearing.

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Yuba County Community Services Commission will hold a public hearing on Wednesday, March 9, 2011 at 3:30 p.m. at the Yuba County Board of Supervisors' Chambers, 915 8th Street, Marysville, to hear comments from the community. This information will be used in the development of the County's 2012-2013 Community Service Block Grant (CSBG) Community Action Plan.

The Yuba County Community Services Commission, as the designated Community Action Agency for Yuba County, is responsible for determining local needs and setting priorities for the County's CSBG program. The basic goal of CSBG funding is to enable low-income residents of Yuba County to become self-sufficient. Testimony received will help determine the use and distribution of these funds. Participation of low-income residents of Sutter County is invited.

Testimony will be limited to five minutes per person.  
Appointments may be made by calling  
Housing and Community Services at 749-5460.

Background information is on file at the Community Action Agency office located at 915 8th Street, Suite 130 in Marysville, Calif.  
Written comments are invited and may be submitted to:  
Debra J. Phillips  
Yuba County Community Services Commission  
915 8th Street, Suite 130, Marysville, CA 95901  
Written comments will be accepted through March 9, 2011

Please contact the above referenced office should you need interpreters to provide assistance in the translation of Sign Language and Spanish.

3. Attach a summary of all testimony presented by the poor and identify the following:

Name	Sector (low-income, private, public)	Testimony or concerns	Was the concern addressed in the CAP?	If so, indicate the page #	If not, indicate the reason
Captain Tom Stambaugh	Low-income	Depot Family Crisis Center/Homelessness/Substance Abuse	Yes	8 - 10	
Matt Carboni	Low-income	Salvation Army FSS program enabled him to get his children back, his marriage repaired and currently in transitional housing	Yes	8 - 10	
Kim Dethlesfen-Kunz	Low-income	Deaf & Hard-of-Hearing	Yes	8 - 9	
Jane McMillan	Low-income	Education/Employment - FSS	Yes	8 - 10	
Linda Hodges	Low-income	Domestic Violence	Yes	8 - 9	
Janet Siller	Low-income	Youth Services	Yes	8 - 9	
Shirley Hamilton/Karen Ligett	Low-income	Emergency Services	Yes	8 - 9	
Dr. William Hoffman	Low-income	Senior Nutrition	Yes	8 - 9	
Susan Townsend	Low-income	Elderly Services	Yes	8 - 9	
Bill Williamson	Low-income	Housing	Yes	8 - 9	
Monica Chappell	Low-income	Disabled Youth Services	Yes	8 - 9	
Dave Heslop	Low-income	Education	Yes	8 - 9	
Adrian Metcalf	Low-income	Education	Yes	8 - 9	
Kathy LeBlanc	Low-income	Family Services - Early childhood	Yes	8 - 9	

4. Attach a narrative description of other methods the agency used to gather information regarding the needs of the community (i.e. surveys, public forums, etc).

See attached survey summary.

## **REQUIREMENT 6 MONITORING & EVALUATION PLAN**

The CSC subcontracts with agencies to provide services directly to the low-income population. These agencies are chosen through a competitive Request for Proposal (RFP) process. The RFPs are evaluated on a variety of factors, including local plan priorities. Contracts are then negotiated with each agency awarded funding. These contracts contain both Work Plan and Budget sections which reflect the program information in the proposal. The Work Plan sets forth measurable quantified objectives, showing specific contacts and number of clients to be served. The Budget spreads the program costs in line item format. Agency will comply with all CSD contractual and reporting requirements.

Semi-annual and bi-monthly reports are required which include programmatic and fiscal information. The program progress report documents services provided for the report period and year to date, which is compared to projected services identified in the contract. Any discrepancies or lack of services can easily be discerned, and the agency contacted. Assistance will be provided, if warranted. Disciplinary action may be taken if contract compliance is the issue. The expenditure report must include backup documentation to substantiate any charges made to the program. The reimbursement request is processed after this report is deemed acceptable.

A summary of the subcontractors' progress is submitted to the CSC semi-annually for review, evaluation, and approval or action. This is done in the form of the semi-annual report prepared for CSD.

A final close-out report is required of subcontractors, after close of the programs. The success of each program is again evaluated at this time. Future funding of subcontractors is affected by their ability to report accurately and timely, as well as on efficient and effective delivery of services. Program sites will be monitored at least once a year. The purpose will be to identify any problems, provide assistance, and to take corrective action as necessary. The agency's records are reviewed during this visit to ensure contract compliance. Documentation must be provided to support reports submitted and prove validity of services.

Participants in the Family Self-Sufficiency program will be tracked through regular and frequent contact by the coordinators/mentors. The needs assessment and program planning process will be used to develop the goals and activities, generating the base from which to monitor progress. Each venture undertaken by the family, obstacles encountered, actions taken, and the degree of success will be documented. Standard reports will be submitted semi-annually and bi-monthly. The FSS program will be reviewed and evaluated, ensuring flexibility and adjustments as needed.

Subcontractors are required to submit semi-annual progress reports to the CSC. Information is summarized and condensed to compile the reports CSD requires from the CSC. Time lines are established to allow sufficient time to review, analyze and consolidate the statistics needed to prepare CSD reports.

## **Yuba County Community Services Commission 2010 Low-income Services Needs Survey**

### **SUMMARY**

The purpose of the “*Community Action Agency Survey*” is to assess the social service needs of the low income population of Yuba County, including perceived needs, use of services, and barriers preventing use of existing services. The survey is taken throughout the year and is used to assist in the development of the County’s Community Services Block Grant Community Action Plan. Results are used to shape the Community Action Agency’s funding allocations. The distribution of the questionnaire was accomplished by direct mail and active distribution in public and service provider locations throughout Yuba County. An unknown number of questionnaires were distributed, 309 were returned, netting 200 income eligible surveys.

#### **THE SAMPLE**

The sample consisted of 200 households, representing a total of 423 individuals. At the time of this survey the estimated poverty rate in Yuba County is 20.8% of the total population (approximately 15,168 persons). All of the households included in the Sample had an income at or below the federal poverty level for 2011. These households represent approximately 2.79% of the County population currently living in poverty.

This study indicates that households in the lowest poverty income levels are more likely to be headed by women who are single heads of households. Sixty-seven per cent (67%) of the persons completing questionnaires were women and fifty-five per cent (55%) are single heads of household. These statistics support the idea that women and children are most likely to be the victims of poverty in Yuba County.

#### **SERVICE PRIORITIES**

Thirty different services are organized into five general service categories: Housing Services; Children’s Services; Health Services; Emergency Assistance Services; and Other Services. Respondents were asked to indicate their household’s need for each individual service within these categories. They were also asked to indicate additional services needed by their household, and reasons for non-use of services that were needed by their household but had NOT been used. These rankings are presented on page 3.

While these services are needed by the greatest number of households in the Sample, it is important to consider how many of the households needing these services are actually accessing them. It is possible that the existing service levels of some services may be meeting the needs of low-income households adequately, while other services may be falling short of the need.



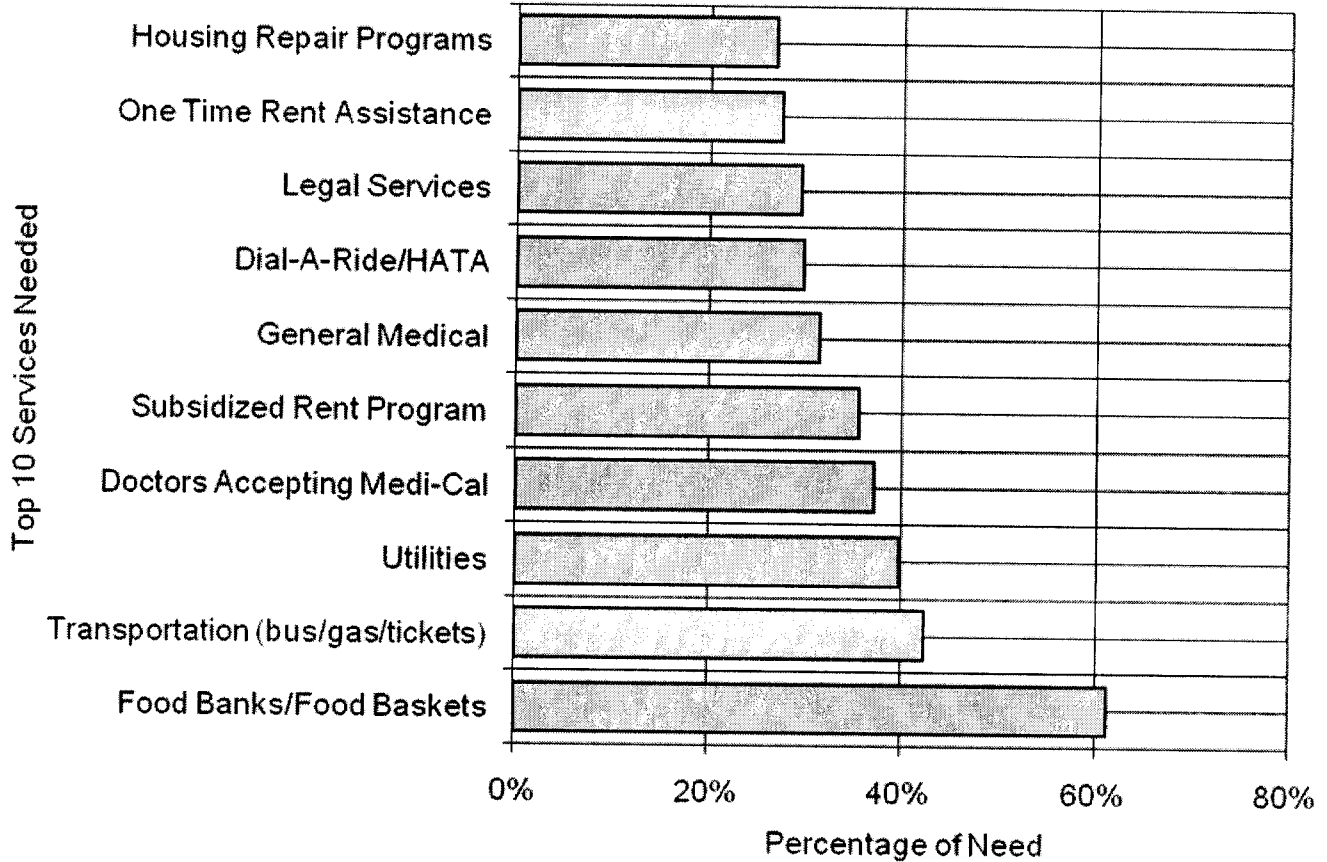
# Yuba County Community Services Commission

## 2010 Low-income Services Needs Survey

Rank	Service Description	% of
		Sample w/Need
1	Food Banks/Food Baskets	61%
2	Transportation (bus/gas/tickets)	42%
3	Utilities	40%
4	Doctors Accepting Medi-Cal	37%
5	Subsidized Rent Program	36%
6	General Medical	31%
7	Dial-A-Ride/HATA	30%
8	Legal Services	29%
9	One Time Rent Assistance	28%
10	Housing Repair Programs	27%
11	Disabled/Handicapped Services	27%
12	Senior Nutrition/Prepared Meals	26%
13	Rental Deposit Assistance	24%
14	Additional Health Services	24%
15	Mental Health	21%
16	Job Training	20%
17	Family Counseling	17%
18	Shelter for Homeless	14%
19	Domestic Violence Shelter	13%
20	Children's Health Services	12%
21	Parenting Classes	12%
22	Children's Counseling Services	12%
23	Drug/Alcohol Prevention/Education	12%
24	Child Nutrition Services	11%
25	Sexual Assault	11%
26	Family Planning	10%
27	Drug or Alcohol Counseling	10%
28	Child Day Care	9%
29	Child Abuse Prevention	7%

# **Yuba County Community Services Commission 2010 Low-income Services Needs Survey**

**Survey Results  
2010 CSBG Needs Assessment**



# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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



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

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

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

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

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

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

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

**PARKS AND RECREATION**  
749-5430 • Fax 749-5434

June 28, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approval of Plans, Specifications and Estimate and Authorization to Bid For Rose Avenue Improvement Project

### RECOMMENDATION:

Approval of Plans, Specifications and Estimate and authorize the subject project for advertisement of bids, with a tentative bid opening date of July 21, 2011. The Specifications are available for review at Public Works.

### BACKGROUND:

The project will entail widening the roadway and placing pedestrian improvements along the west side of Rose Avenue. Drainage improvements will be completed to help alleviate localized flooding.

### DISCUSSION:

The County has designed a project to complete improvements along Rose Avenue. The work consists of roadway widening, pavement overlay, constructing curb, gutter, sidewalk and drainage improvements along the west side of the roadway from McGowan Parkway 900 feet south to tie into existing improvements 100 feet north of August Way.

The engineer's estimate for the project is \$200,000. The project is expected to be completed by mid-October 2011.

### COMMITTEE ACTION:

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

### FISCAL IMPACT:

This project is funded through Trust 395 with a \$39,000 developer contribution and remainder will come from the Road Fund.

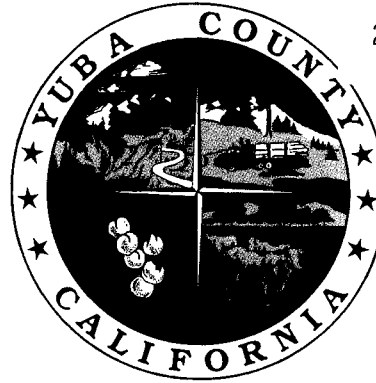
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# The County of Yuba

## 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)



274-11

### BUILDING

749-5440 • Fax 749-5616

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

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

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

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

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

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

**PARKS AND RECREATION**  
749-5430 • Fax 749-5434

June 28, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

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

SUBJ: APPROVE SYCAMORE RANCH CARETAKER AGREEMENT WITH LEONARD SHIPPEN

### RECOMMENDATION:

Approve the Sycamore Ranch Caretaker Agreement with Leonard Shippen for a term of six months to ensure onsite supervision of Sycamore Ranch.

### BACKGROUND:

A little more than a year ago, the County acquired a 90 acre park site along the Yuba River known as Sycamore Ranch and subsequently took action to allow overnight fee based camping which has been a tremendous success. However, with the increased usage has come an increased demand for maintenance and surveillance that is beyond the scope of County staff.

### DISCUSSION:

Since the County purchased the property, Sycamore Ranch has seen a steady increase of usage, resulting in a greater demand for maintenance and overall supervision. Mr. Shippen will serve in a voluntary capacity to provide basic park maintenance such as enforcing the appropriate day use hours, cleaning the restroom facilities, assisting with trash removal and providing overall supervision of the park while being used. Mr. Shippen's presence will also serve as a deterrent to illicit activities that may otherwise occur in the park without surveillance.

### COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed for this item as this is a new applicant to an original agreement which was previously reviewed and recommended for approval.

FISCAL IMPACT:

The Sycamore Ranch Caretaker is a voluntary position and Mr. Shippen will not be getting any financial compensation.

CARETAKER MAINTENANCE AGREEMENT  
SYCAMORE RANCH

This Caretaker Maintenance Agreement, (hereinafter referred to as "Agreement") is made and entered into by and between the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **LEONARD SHIPPEN**, a sole proprietorship, (hereinafter referred to as "CARETAKER"), this \_\_\_\_ day of \_\_\_\_\_, 2011.

WHEREAS, COUNTY is the owner of all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows:

Parcel 1:

Lot 4, Section 22, Township 16 North, Range 5 East, MDB&M.

Parcel 2:

Portion of the South half of the Northwest quarter of Section 22, Township 16 North, Range 5 East, MDB&M., and being more particularly described as follows:

Beginning at the one-quarter corner common to Sections 21 and 22, of said Township and Range; thence North 0 degrees 01 minutes 50 seconds West along the Westerly line of said Section 22, a distance of 211.80 feet to the centerline of the State Highway; thence along the centerline of the State Highway the following course and distances: North 67 degrees 21 minutes 30 seconds East, a distance of 333.84 feet to the beginning of a curve to the right with a radius of 2000 feet, and a central angle to 27 degrees 20 minutes a distance of 954.11 feet; thence South 85 degrees 18 minutes 30 seconds East to a point which is North 74 degrees 10 minutes East, a distance of 1622.74 feet and North 50 feet from the quarter corner common to Sections 21 and 22; thence South 50 feet to the Northwesterly corner of the land conveyed to the County of Yuba be deed recorded March 8, 1948, in Volume 119 of Official Records, Page 349 Yuba County records; thence South 23 degrees 41 minutes 30 seconds East along the Westerly line of the land conveyed to the County of Yuba, a distance of 490 feet to the East and West centerline of Section 22; thence North 89 degrees 55 minutes 30 seconds West along said East and West centerline of said Section a distance of 1750 feet, more or less, to the point of beginning.

Parcel 3:

Northwest quarter of the Southwest quarter of Section 22, Township 16 North, Range 5 East, MDB&M., as shown upon the U.S. Surveyor General's Amended Plat filed August 17, 1898.

APN: 005-270-037-000

For purposes of this Agreement, the above parcels are referred to as the "Park Property."

1. Caretaker must be 21 years of age or older and reside on the premises with no more than 1 additional person who is at least 21 years of age. Caretaker to provide a self-contained recreational vehicle no longer than 40 feet and no wider than 9 feet and said vehicle shall be properly registered and insured. Tents or tent type campers will not be permitted. No other structures, corrals, pens or cages will be constructed. Upon completion of the contract the area will be vacated and left clean. The County will not be responsible for any costs incidental to moving onto, setup or moving away from the site.
2. Caretaker shall provide their own transportation at no expense to the County in the performance of the duties required. All vehicles used by Caretaker shall be properly registered and insured.
3. Open and close park daily as detailed in Chapter 8.79 of Title VIII of the Yuba County Ordinance Code.
4. Maintain toilet facilities daily to assure cleanliness and adequate hygiene supplies.
5. Post park reservation schedules.
6. Maintain watchful care over the park property, buildings and equipment and contact the appropriate police, fire protection agency, and/or Yuba County authorities when the need arises.
7. Check and clean park daily.
8. Empty trash receptacles as necessary
10. Maintain presentable personal appearance during open park hours and when in contact with the public. Caretaker will wear a shirt, pants (or shorts), footwear and nametag (to be worn during open park hours).

B. COUNTY shall provide the following described services upon the Park Property:

1. Recreational vehicle facilities for the caretaker to include a paved auto parking area, level pad for a recreation vehicle not longer than 40 feet and no wider than 9 feet, non-potable water, sewer and 110-volt electrical hookups.
2. Supplies necessary to keep the restrooms clean, trash bags for receptacles.
3. Caretaker nametag.



- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees and volunteers or other insured's under this agreement.
- (iv) The insurance policy required by this clause shall be endorsed to state that the CARETAKER'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.

4.4 ACCEPTABILITY OF INSURERS. CARETAKER'S insurance is to be placed with insurers with a current A.M. Best's rating of not less than that of A:VII. It is understood that the COUNTY shall self insure for general liability exposure.

#### 4.5 MINIMUM LIMITS OF INSURANCE.

1. COUNTY shall maintain limits no less than:

a. Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

2. CARETAKER shall maintain limits no less than:

a. Automobile Liability: \$100,000 combined single limit per accident for bodily injury or property damage.

4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, 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 officials, employees and volunteers; or, the CARETAKER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### 4.8 VERIFICATION OF COVERAGE.

a. CARETAKER shall furnish COUNTY with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsements(s) for each insurance policy are to be signed by a

rules or regulations or in such a manner as to interfere with use of the general premises by COUNTY, the public, or other occupants or to create a nuisance thereon.

## 8. INSPECTION

COUNTY shall have the right to inspect the Park Property at any reasonable time. In the event of fire or other imminent catastrophe, COUNTY, or its agents shall have the right to force entry at any time.

## 9. DEFAULT

If CARETAKER fails or neglects to perform, meet or observe any of COUNTY'S obligations under this Agreement and such failure or neglect continues for a period of ten (10) days after written notice thereof, COUNTY may, at any time thereafter without further notice or demand, take any or several remedies to gain compliance.

CARETAKER shall not be held to have failed to comply with obligations imposed upon it by or under this Agreement if CARETAKER has not complied with that obligation by reason of circumstances beyond its control (Force Majeure), such as fire, flood, explosion, accident, emergency, riot or war, or other major accidents or circumstances of a similar nature. CARETAKER may temporarily interrupt for a reasonable amount of time the rendering of any service at the Park Property when necessary to make repairs of facilities damaged by such circumstances.

## 10. NO AGENCY, EMPLOYEE, OR REPRESENTATIVE RELATIONSHIP

For all purposes arising under this Agreement, CARETAKER and each and every employee, agent, servant, partner, shareholder, contractor, and subcontractor of CARETAKER shall not be for any purpose of this Agreement, an employee, agent, representative, or independent contractor of COUNTY. The following shall apply under this Agreement:

A. CARETAKER shall determine the method, details and means of performing the services to be provided by CARETAKER as described in this Agreement.

B. CARETAKER shall be responsible to the COUNTY for the requirements and results specified by this Agreement and shall not be subject to the COUNTY'S control with respect to the means, method, physical actions or activities of CARETAKER in fulfillment of the services to be provided by CARETAKER.

C. CARETAKER is not, and shall not be entitled to receive from, or through the COUNTY and COUNTY shall not provide, or be obligated to provide, the CARETAKER with Worker's Compensation coverage, unemployment insurance coverage or any other type of employee or workers insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

#### 14. HOLD HARMLESS

CARETAKER 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 CARETAKER, in the performance of services rendered under this Agreement by CARETAKER, or any of CARETAKER'S officers, agents, employees, contractors, or subcontractors.

#### 15. NATURAL DISASTERS

CARETAKER acknowledges they are aware that portions of Park Property are subject to flooding and are at risk for potential forest fires. COUNTY will not be responsible for any damages or injuries to CARETAKER or CARETAKER'S property resulting from such disasters.

#### 16. CONDEMNATION

In the event of the taking of either the whole or part of the Park Property by any public authority or entity under eminent domain, or similar statutes, the COUNTY, at COUNTY'S election, may terminate this Agreement forthwith, and CARETAKER shall have no right to participate in any of the compensation generated by said eminent domain proceedings.

#### 17. TERMINATION

Should the CARETAKER fail, refuse or neglect to perform any of the terms and conditions of this Agreement, the COUNTY, in its sole discretion, after thirty (30) days written notice hereinafter provided may take possession of the Park Property without process of law and remove the property of CARETAKER. If weather or unusual conditions prevent performance of said conditions, an extension of time may be granted.

#### 18. NON-DISCRIMINATION

Throughout the duration of this Agreement, CARETAKER shall not unlawfully discriminate against any employee of the CARETAKER or of the COUNTY or applicant for employment or for services or any member of the public because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. CARETAKER 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. CARETAKER 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. CARETAKER shall also abide by the Federal Civil Rights Acts of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CARETAKER shall give written notice of its obligations under this clause in any labor agreement.

## 25. PARTIAL INVALIDITY

If any term, covenant, phrase, 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.

## 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.

## 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.

## 28. 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.

## 29. CONFLICT OF INTEREST

Neither an employee of COUNTY whose position with 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 CARETAKER herein, or have any other direct or indirect financial interest in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

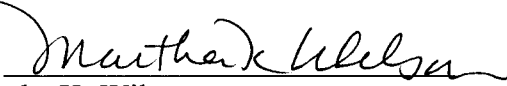
COUNTY OF YUBA

CARETAKER

By \_\_\_\_\_,  
Chair  
Yuba County Board of Supervisors

  
Leonard Shippen

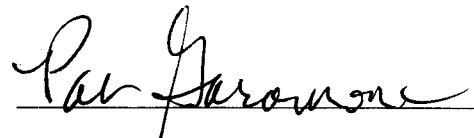
INSURANCE PROVISIONS APPROVED

By   
Martha K. Wilson,  
Risk Manager

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVED AS TO FORM:  
ANGIL MORRIS -JONES  
COUNTY COUNSEL

  
\_\_\_\_\_

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# The County of Yuba

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## Community Development & Services Agency

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**Kevin Mallen, Director**  
Phone – (530) 749-5430 • Fax – (530) 749-5424  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901  
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275-11 **BUILDING**  
749-5440 • Fax 749-5616  
**CODE ENFORCEMENT**  
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**ENVIRONMENTAL HEALTH • CUPA**  
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749-5470 • Fax 749-5434  
**PUBLIC WORKS • SURVEYOR**  
749-5420 • Fax 749-5424

June 28, 2011

To: Yuba County Board of Supervisors

From: Sean Powers, CDSA Finance and Administration Manager 

Subject: Authorize Budget Transfer for Code Enforcement for higher than anticipated unemployment expenditures for Fiscal Year 2010/2011

**RECOMMENDATION:** Recommend the Board of Supervisors approve Code Enforcement's budget revisions to expenditure accounts in the FY 2010-11 budget. Authorize Budget Transfer in the amount of \$12,605 from Professional Services to Unemployment Insurance for higher than anticipated unemployment expenditures for Fiscal Year 2010/2011

**BACKGROUND:** Projected FY 2010-11 unemployment costs were higher than projected because of previous staff reductions drawing unemployment benefits. The proposed Budget Transfer offsets this deficit through reductions in the professional services budget. The details are provided on the attached budget transfer. The budget revision was reviewed with the County Administrator's office and Human Resources.

**DISCUSSION:** This action is necessary to reconcile Code Enforcement's budget and estimated year end expenditures and the countywide unemployment costs.

**FISCAL IMPACT:** The proposed revision has no net impact on the FY 2010-11 general fund contribution to Code Enforcement's budget.

**COMMITTEE ACTION:** This matter involves routine year-end budget reconciliation.

Attachment

WHITE AUDITOR - CONTROLLER  
YELLOW - COUNTY ADMINISTRATOR  
PINK - DEPARTMENT

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

DATE: June 16, 20 11

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

DEPARTMENT CDSA - CODE ENFORCEMENT

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

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

ACCOUNT NO.	NAME	AMOUNT
101-3600-426-23-00	PROF SVCS	12,605

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-3600-426-02-08	UNEMP INS	12,605

**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: CORRECT UNEMPLOYMENT INSURANCE TO ACTUALS

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR: Robert Bentley

Signature

Date

CDSA DIRECTOR

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



# The County of Yuba

## OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER - 915 8<sup>TH</sup> STREET, SUITE 115  
MARYSVILLE, CALIFORNIA 95901-5273  
(530) 749-7575 FAX (530) 749-7312



ROBERT BENDORF  
COUNTY ADMINISTRATOR

RANDY MARGO  
ASSISTANT COUNTY ADMINISTRATOR


JOHN FLEMING  
ECONOMIC DEVELOPMENT COORDINATOR

RUSS BROWN  
COMMUNICATIONS & LEGISLATIVE  
AFFAIRS COORDINATOR

GRACE M. MULL  
MANAGEMENT ANALYST

TEENA CARLQUIST  
EXECUTIVE ASSISTANT TO THE  
COUNTY ADMINISTRATOR

TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator 

SUBJECT: Authorize Regional Waste Management Board Grant Application

DATE: June 28, 2011

### **Recommended Action:**

Staff recommends Board of Supervisors authorization of a Regional Waste Management Authority (RWMA) grant application to the California Department of Resources Recycling and Recovery (CalRecycle) on the County's behalf for the Used Oil Payment Program for FY 2011/2012, by approving submittal of the County Administrator's letter.

### **Background and Discussion:**

The Regional Waste Management Authority (RWMA) is preparing an application to the California Department of Resources Recycling and Recovery (CalRecycle) for the Used Oil Payment Program for FY 2011/12. The grant application is due by June 30, 2011, and the letters of authorization and RWMA resolution are due by August 1, 2011. The total grant funding for FY 2010/11 for the six RWMA member jurisdictions was \$58,910 and the total grant funding for FY 2011/12 is expected to be a similar amount. The final grant funding amount will be provided by CalRecycle Oil when the Grant Agreements are distributed.

The grant funds will be used to continue ongoing programs, including, but not limited to the following:

- Public education and information programs related to used oil and oil filter recycling with an updated campaign based on materials being developed and designed by CalRecycle.
- Support of the English as a Second Language (ESL) teacher training program based on the number of teachers that participate.
- Used oil and oil filter collection and recycling costs at the Yuba-Sutter Household Hazardous Waste Facility and at the Marysville Material Recovery Facility (MRF)/Transfer Station.
- Load checking costs at the Marysville MRF/Transfer Station.
- Administrative costs.

The grant application is being submitted as a regional program under the authority of the RWMA Joint Powers Agreement. CalRecycle requires authorization for the RWMA to act on behalf of each of the member jurisdictions. The authorization can be in the form of a letter signed by the County Administrator.

**Committee Recommendation:**

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

**Fiscal**

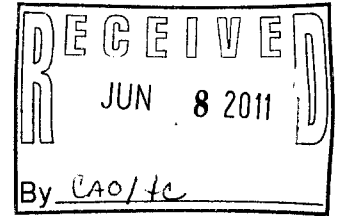
There are no known costs to the County for these grant funds.

# REGIONAL WASTE MANAGEMENT AUTHORITY

Serving Sutter County, Yuba County, Live Oak, Marysville, Wheatland and Yuba City

June 7, 2011

Robert Bendorf  
Yuba County, CAO  
County of Yuba  
915 8<sup>th</sup> Street, Suite 115  
Marysville, California 95901



**Re: CalRecycle Used Oil Payment Program (OPP) Cycle 2 Application for FY 2011/2012**

Dear Mr. Bendorf:

The Regional Waste Management Authority (RWMA) will be preparing an application to the California Department of Resources Recycling and Recovery (CalRecycle) for the Used Oil Payment Program for FY 2011/2012. The grant application is due by June 30, 2011, and the letters of authorization and RWMA resolution are due by August 1, 2011. The total grant funding for FY 2010/2011 for the six RWMA member jurisdictions was \$58,910 and the total grant funding for FY 2011/2012 is expected to be a similar amount. The final grant funding amount will be provided by CalRecycle when the Grant Agreements are distributed.

The grant application will be submitted as a regional program under the authority of the RWMA joint powers agreement. A resolution authorizing the submittal of the regional grant application is scheduled for consideration by the RWMA Board of Directors on June 16, 2011. The grant funds will be used to continue ongoing programs, including, but not limited to the following:

- Public education and information programs related to used oil and oil filter recycling with an updated campaign based on materials being developed and designed by CalRecycle.
- Support of the English as a Second Language (ESL) teacher training program based on the number of teachers that participate.
- Used oil and oil filter collection and recycling costs at the Yuba-Sutter Household Hazardous Waste Facility and at the Marysville Material Recovery Facility (MRF)/Transfer Station.
- Load checking costs at the Marysville MRF/Transfer Station.
- Administrative costs.

CalRecycle requires authorization for the RWMA to act on behalf of each member jurisdiction. This authorization can be in the form of a letter from the County Administrator/City Manager. Enclosed is an example of an appropriate letter authorizing the RWMA to act on behalf of your jurisdiction. Please submit your letter of authorization to the RWMA office by July 15, 2011.

Please feel free to call me or Alyson Burleigh at Aurora Environmental, Inc. at (866) 393-1338 should you have any questions regarding the Used Oil Payment Program.

Sincerely,

  
KEITH MARTIN  
Administrator

Enclosure

June 7, 2011

Keith Martin, Administrator  
Regional Waste Management Authority  
2100 B Street  
Marysville, California 95901

**Re: Authorization Letter for Used Oil Payment Program Cycle 2 for Fiscal Year  
2011/2012**

Dear Mr. Martin:

The City/County of \_\_\_\_\_ authorizes the Regional Waste Management Authority, as Regional Lead, to submit to the Department of Resources Recycling and Recovery (CalRecycle) a regional application for the Used Oil Payment Program, Cycle 2, Fiscal Year 2011/2012, on its behalf. The Regional Waste Management Authority, designated as the Regional Lead, is hereby authorized and empowered to execute all grant documents necessary to secure grant funds, implement the program and administer the Used Oil Payment Programs on behalf of the City/County of \_\_\_\_\_ as a Regional Participant.

Sincerely,

---

County Administrator/City Manager

# The County of Yuba

## OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER - 915 8<sup>TH</sup> STREET, SUITE 115  
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ROBERT BENDORF  
COUNTY ADMINISTRATOR

RANDY MARGO  
SISTANT COUNTY ADMINISTRATOR

JOHN FLEMING  
ECONOMIC DEVELOPMENT COORDINATOR

RUSS BROWN  
COMMUNICATIONS & LEGISLATIVE  
AFFAIRS COORDINATOR

GRACE M. MULL  
MANAGEMENT ANALYST

TEENA CARLQUIST  
EXECUTIVE ASSISTANT TO THE  
COUNTY ADMINISTRATOR

TO: Yuba County Board of Supervisors *RB/te*  
FROM: Robert Bendorf, County Administrator  
RE: Approve Limited-Term Employment for the Assistant Auditor-Controller  
DATE: June 28, 2011

### Recommendation

It is recommended that the Board of Supervisors consider extending employment for Richard Arrow, Assistant Auditor-Controller from July 1, 2011 through September 30, 2011 for the purpose of conducting year-end close activities and beginning the coordination of the FY 2010-2011 audit.

### Background

In May 2011, the Board of Supervisors received a recommendation regarding layoff notices to be provided for several County staff in which the Assistant Auditor-Controller was included. The recommendation for this layoff originated from the Auditor-Controller. On June 21, 2011, the Board of Supervisors approved the County's Proposed Budget for FY 2011-2012 and confirmed the layoff of Mr. Arrow.

Subsequent to the layoff being recommended by the Auditor-Controller, Mr. Sellers approached me and stated he would need Mr. Arrow to stay on for a few months to assist with the above listed duties. I explained I would consider recommending some type of solution so the County can have its legally mandated audit performed as well as the closing of the current fiscal year completed.

Approximately two weeks prior to the Proposed Budget being considered by the Board of Supervisors, the County Administrator's Office was provided with a professional services contract by Mr. Sellers. The professional services contract provides for Mr. Arrow to perform services related to the Auditor-Controller's office, consistent with the aforementioned duties. I was unable to provide a thorough review of the contract until several days later.

### Discussion

Upon review it was determined that the professional services contract is a financial disadvantage for the County and should not have been recommended by Mr. Sellers considering the structural budget deficit and cuts to numerous County departments.

The County is mandated to have an audit performed each year. It is evident that through his request, the Auditor-Controller does not have the ability to complete this task himself nor conduct the critical

process of closing the current fiscal year financials. Mr. Arrow and his predecessor have coordinated these tasks and others for the last several years.

The cost for the term being suggested should not exceed \$44,000 (salary and benefits at current pay rate). This hourly rate is approximately half of what is recommended in the professional services contract.

The audit related functions that need to be completed and coordinated need direct oversight from someone familiar with the Auditor-Controller's Office and requirements that meet State and Federal laws and guidelines. Mr. Arrow's experience should allow for completion and coordination of these tasks.

#### **Fiscal Impact**

While not budgeted for FY 2011-2012, if the Board approves the extension of employment for Mr. Arrow the proper adjustment to the budget can be performed at mid-year either through a reduction in the Auditor-Controller's budget or an additional appropriation.

# The County of Yuba

OFFICE OF THE DISTRICT ATTORNEY



PATRICK McGRATH  
DISTRICT ATTORNEY

(530) 749-7770  
FAX (530) 749-7363

277-11

**DATE:** June 15, 2011

**TO:** Yuba County Board of Supervisors

**FROM:** Patrick McGrath  
District Attorney *PMG*

**SUBJECT:** Authorize the District Attorney to act as the signing authority on behalf of the Board of Supervisors and execute Grant Award Agreements for funding under the federal Justice Assistance Grant program made available through the United States Bureau of Justice Assistance.

**RECOMMENDATION:** Recommend that the Board adopt a Resolution authorizing the District Attorney to act as the signing authority to execute grant award documents to receive continuation funding made available through the Justice Assistance Grant program administered through the United States Bureau of Justice Assistance (BJA).

**BACKGROUND:** The BJA has extended criminal justice funding to Yuba County for FY 11/12 in the amount of \$19,721 through the Justice Assistance Grant program. JAG funding was applied for and approved in FY 09/10 and 10/11 to avoid prosecutor layoffs. A new funding proposal to retain prosecution personnel is being prepared and will be available for public review. The proposed Resolution will authorize the District Attorney to submit the proposal by the July 19<sup>th</sup> deadline and sign grant-related documents after the application has received final approval from the federal Bureau of Justice Assistance.

**DISCUSSION:** The District Attorney's Office final FY 11/12 budget includes actual and potential staff reductions. The award of JAG funding will provide revenue to minimize further staff and service reductions in FY 11/12.

**FISCAL IMPACT:** Receipt of the funding will provide needed revenue and have no general fund impact for FY 09/10.

**COMMITTEE ACTION:** This item is the extension of a previously approved funding application and due to time constraints imposed under the federal grant guidelines was not taken to the Law and Justice Committee.

Attachment

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BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION AUTHORIZING THE DISTRICT )	
ATTORNEY OF YUBA COUNTY TO ENTER )	
INTO AGREEMENTS WITH THE UNITED STATES)	
BUREAU OF JUSTICE ASSISTANCE FOR GRANT)	
FUNDING AND ACT AS THE SIGNING )	RESOLUTION NO.
AUTHORITY ON BEHALF OF THE COUNTY OF )	
YUBA TO EXECUTE REQUIRED GRANT )	_____
DOCUMENTS )	
_____)	

WHEREAS the Yuba County Board of Supervisors desires to undertake a certain project designated as the District Attorney Personnel Retention Project to be funded from funds made available through the Edward Byrne Memorial Justice Assistance Grant Program administered through the United States Bureau of Justice Assistance (hereafter referred to as BJA); and

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of Yuba County is authorized, on its behalf to submit the District Attorney Personnel Retention Project proposal to the United States Bureau of Justice Assistance and is authorized to sign and approve on behalf of the Yuba County Board of Supervisors the Grant Award Agreements over the grant award period beginning October 1, 2011 and ending September 30, 2015,

including any extensions or amendments thereof upon the review and approval of the County Counsel.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

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:

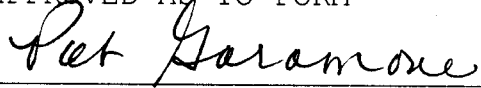
Abstain:

\_\_\_\_\_  
Roger Abe  
CHAIRMAN

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

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

APPROVED AS TO FORM

  
\_\_\_\_\_  
ANGIL MORRIS-JONES  
COUNTY COUNSEL

*ITEM  
OF  
PUBLIC INTEREST*

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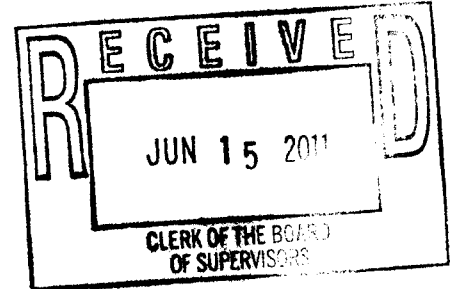
**LAW OFFICES OF LETTY LITCHFIELD**

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716 D Street  
Marysville, CA 95901  
(530) 673-4616  
(916) 485-4253 287-11  
FAX (530) 742-8576

JUNE 13, 2011

DONNA STOTTLEMEYER  
Clerk of the Board  
Yuba Co. Board of Supervisors  
915-8<sup>th</sup> Street, Ste. 109  
Marysville, CA 95901



Re: Request to be placed on agenda for Board of Supervisors 6/28/11 meeting  
on behalf of the Tsi-Akim Maidu tribe

Dear Clerk Stottlemeyer:

As we discussed on the telephone this morning, please reserve a spot on the Board of Supervisor's June 28, 2011 meeting agenda for the Tsi-Akim Maidu and I to present its requests regarding:

(1) Board approval for the Tsi-Akim Maidu tribe to hold its 13<sup>th</sup> annual Indigenous Peoples Days event at Sycamore Ranch Park, which is scheduled to take place October 7, 8, 9 & 10, 2011. In the past, this event has been held at the tribe's Pata Panaka village site (also known as the Maidu Active Cultural Center), and the Miner's Foundry, in Nevada County. The event has outgrown the tribe's village site in Nevada County.

The tribe is requesting use of Sycamore Ranch Park in its entirety for its four-day event as indigenous peoples will be here from all over the world, as well as members of the general public who come to observe and learn. This event gets larger every year.

On October 7<sup>th</sup>, as always, the tribe will hold its traditional opening ceremony and round dance at the bark house site in downtown Nevada City. However, it also requires Sycamore Ranch Park that day for event preparation and camping.

On Saturday, October 8<sup>th</sup>, the tribe would like to hold its Calling Back the Salmon ceremony at Sycamore, beginning with the Sunrise ceremony. The tribal salmon hunters then spear a salmon down river (by permit that they obtain each year for the ceremony), and the spirit runners run the salmon up river where the salmon ceremony is held. There is a traditional salmon feast for all in attendance. There will be educational speakers and Native American drumming.

Clerk of the Board  
June 13, 11  
Page 2

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On October 9<sup>th</sup>, the tribe will hold a descendants' circle. Descendants from well-known chiefs and other Native Americans from many tribes across America will speak. There will also be traditional dancing, music and singing, as well as Native American vendors. In past years, indigenous peoples in attendance at the event included Hawaiians, Maori from New Zealand and Inca from Peru.

Because this well-established event will be an asset to the County, and will add diversity and diversity education, a waiver of any customary park fees would be appreciated. In the event that park fees cannot be waived, the tribe can likely offer in lieu of fees, a labor contribution to an aspect of the park's development, such as providing Maidu language for signage within the park and/or planting a garden with native plants. These types of things would provide educational and diversity aspects to the park's features. This is an opportunity for the County to show support for Native Americans in their efforts to preserve their cultures, languages and ceremonies. Native Americans can help the public understand the history of the place that is now known as Sycamore Ranch Park.

(2) Board approval, if necessary, for the Tsi-Akim Maidu tribe to use the road on the South side of the Yuba River for the spirit runners' path during the October 8<sup>th</sup> Calling Back the Salmon run. Because of the change in location of the event this year, the planning of the new run route is ongoing at this time. An alternative route is also being considered.

(3) Board approval for the Tsi-Akim Maidu tribe to place a traditional Maidu bark house on the Sycamore Ranch Park premises before the event, which can be removed by the tribe at a later date. The tribe would need to know on what date they can begin building the bark house, and at what location within the park.

Thank you for your courtesies. Please confirm that we have been given an agenda spot.

Sincerely,

  
Letty Litchfield

Cc: Chairman, Don Ryberg  
Tsi-Akim Maidu

*COUNTY*

*DEPARTMENTS*

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# The County of Yuba

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AUDITOR - CONTROLLER

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278-11

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DEAN E. SELLERS

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915 8<sup>TH</sup> Street, Suite 105  
Marysville, CA 95901-5273  
(530) 749-7810

June 28, 2011

Board of Supervisors  
County of Yuba  
915 8<sup>th</sup> Street  
Marysville, CA 95901

Re: Staff Report – Revision to Budget & Financial Policy

Dear Board Members:

Before you today is a suggested revision to the Yuba County Administrative Policy & Procedures Manual relative to Budget and Financial Policy. It is being amended to comply with terminology and definition changes relative to financial reporting requirements relative to Board established Reserves, Appropriations for Contingencies, and fund balances as promulgated by the Government Accounting Standards Board (GASB).

In practical terms, there is no change to established Board policy relative to any budget actions your board considers and approves relative to Reserves and Contingencies. This proposed revised policy only amends how fund balances are calculated and reported for financial reporting purposes. The revisions of this policy have been reviewed by our independent auditors and they agree that it complies with the requirements of GASB.

The new terminology is as follows:


- A. *Restricted Fund Balance* category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. Special Revenue Fund balances, by their nature, will be considered Restricted Funds.
- B. The *Committed Fund Balance* classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision making authority.
- C. Amounts in the *Assigned Fund Balance* classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed. Any carryover General Fund balance at the end of each fiscal year that is used as a financing source for the following fiscal year will be considered Assigned Fund Balance.

- D. *Unassigned Fund Balance* is the residual classification for the County's General Fund and includes all spendable amounts not contained in the other classifications.
- E. Unless necessary by other requirements or circumstances, when both restricted and unrestricted fund balances are available for spending, restricted funds will be considered "spent" first. When all classifications within the unrestricted category are available for spending, the order shall be; (1) committed, (2) assigned, (3) unassigned.
- F. The County Auditor-Controller will calculate the fund balances designated within this policy and report the fund balances in the annual financial statement.

It is recommended that your Board approve the revised Budget and Financial Policy and the accompanying Board of Supervisors Resolution. Effective Date of this revision is for Fiscal Year ending June 30, 2011.

Thank you for your consideration of this request.

Very truly yours,



Dean Sellers,

Auditor-Controller

DS:RSA/gm

Attachments

cc: Robert Bendorf, County Administrator

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

RESOLUTION REPEALING AND ENACTING     )  
CERTAIN SECTIONS OF THE YUBA COUNTY     )  
ADMINISTRATIVE POLICY AND PROCEDURES     )  
MANUAL     )

Resolution No. \_\_\_\_\_

**WHEREAS**, the purpose of an administrative manual is to provide guidelines for County staff and leadership in procedural matters affecting all County departments; and

**WHEREAS**, the current administrative policy and procedures manual was last revised in December 2010 and should be updated periodically to reflect changes in Board policy and current administrative practice; and

**NOW THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Yuba hereby adopts the following sections of the Yuba County Administrative Policy and Procedures Manual as set forth in Exhibit A.

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

AYES:

NOES:

ABSENT:

By: \_\_\_\_\_  
Roger Abe, Chairman

\_\_\_\_\_  
ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

*Maia Bryant-Pollard*  
\_\_\_\_\_  
Approved As To Form:  
Angil Morris-Jones, County Counsel

Yuba County Administrative Policy & Procedures Manual  
Summary of Revisions 6/28/11

**Section B-3 Budget & Financial Policy:**

Paragraph 5, New New paragraph to include GASB 54 required fund balance terminology.

Paragraph 6, Item A – Add These funds can also be referred to as *Committed Fund Balance*.

Paragraph 6, Item B - Add These funds can also be referred to as *Assigned Fund Balance* and are cancelled at year end and may be re-appropriated in the following fiscal year.

Paragraph 6, Item C – Add These funds can also be referred to as *Committed Fund Balance*.

# Yuba County Administrative Policy & Procedures Manual

<b>Subject:</b>  BUDGET & FINANCIAL POLICY	<b>Policy Number:</b> B-3	<b>Page Number:</b> Page 1 of 6
	<b>Date Approved:</b> 02/19/08	<b>Revised Date:</b> 06/28/11

## POLICY:

To promote financial stability and long-term planning; to direct the County Administrator's Office in development and management of the County Budget; and to provide a context to guide Board decisions during the budget process and throughout the fiscal year.

## PROCEDURE:

### 1. General

The County Administrator shall prepare and submit no later than June 30<sup>th</sup> of each year, a Proposed Budget for consideration and adoption by the Yuba County Board of Supervisors. A Final Budget will be submitted by the Auditor-Controller for consideration and adoption by the Board of Supervisors in accordance with State law.

- A. The Proposed Budget will incorporate direction and input from the Board of Supervisors and County departments as to County operating and capital needs and priorities.
- B. The Proposed Budget will include the financial status of the County and its key funds, including financial condition and trends, budgetary impacts and liabilities and issues that may impact future County resources.
- C. The Proposed Budget will identify expected sources of revenue and other resources, and recommended program and capital expenditure and reserve uses for the next fiscal year.
- D. The Proposed Budget will include performance information for County programs. Program performance measures will be developed and used for long term planning and decision-making, including future resource allocation and in consideration of new or increased funding requests.

The County Administrator's Office shall provide periodic reviews of revenue and expenditures, identify significant variances from budget, and recommend actions to address shortfalls or unanticipated increases.

The County Administrator's Office shall prepare and/or supervise the preparation of fiscal projections, capital financing plans, costing methodologies, and other studies as will provide for current and future County obligations.

2. Revenues

- A. Ongoing costs will be funded with ongoing revenues to promote fiscal stability, predictability, sustainability and long-range planning.
  - A1. New or increased ongoing revenues will meet current obligations and reduce reliance on one-time funding and fund balance carryover.
  - A2. New programs will identify an ongoing funding source(s) not already obligated for current County operations or for the future costs of current operations.
- B. Budget estimates.
  - B1. Budgeted revenue will not be based on high levels of anticipated growth or be contingent upon the passage of legislation or future actions by the Board of Supervisors.
  - B2. Revenues that are volatile and/or sensitive to changes in the economy should be conservatively estimated.
  - B3. State revenues in the Proposed Budget will be budgeted considering the Governor's January Proposed Budget and May Revise for the upcoming year.
- C. Imposing or adjusting fees or other charges will be periodically evaluated for any service provided by the County where full cost recovery including department and County administration is not currently achieved. Budget estimates will not include fee increases unless the Board of Supervisors has approved the increase.
- D. County administrative (A-87) costs will be charged to non-General Fund and subvented General Fund budgets in accordance with the annual Countywide Cost Allocation Plan.
  - D1. Funds or budgets that lack sufficient appropriations or reserves to pay A-87 charges, as identified by the Cost Allocation Plan, will prepare and submit a written plan to the Board of Supervisors to ensure future payment.
  - D2. Departments will include estimated A-87 costs in their respective expenditure budgets.
  - D3. A-87 reimbursements may be credited as general purpose General Fund revenues or applied to offset program costs as determined by the Board of Supervisors.
  - D4. Some funds may be specifically excluded from paying part or all of the A-87 costs as determined by the Board of Supervisors.
- E. The County Administrator's Office shall solicit and consider revenue estimates from the Auditor-Controller, and other County departments as appropriate, for major tax and general-purpose revenues and for estimated carryover fund balance in preparation of the Proposed Budget.

- F. Prior to applying for and accepting Federal and State grants, departments must identify current and future implications of either accepting or rejecting the grant. Areas to note are matching fund obligations, non-supplanting requirements, required continuation of the programs after grant funds are exhausted, and if the program is consistent with the County's long-term goals and objectives. Before discretionary program costs are increased, departments should include recovery of department and County administrative costs of at least ten percent of direct costs for state and federal grants.

3. Expenditures

- A. Annual General Fund funding will be given consideration based on the priority needs of the County.
- B. Carryover fund balance will be used to fund one-time expenditures, reserves and contingencies and should not be used to finance ongoing operational costs.
- C. New position requests will be considered through the budget process and not otherwise during the fiscal year unless urgent circumstances exist.
- D. Partial or fully funded State and/or Federal programs, administered by the County, will be implemented at the level of funding provided by the State or Federal government. County overmatches for departments with maintenance of effort requirements will not increase, and funding levels may be reduced or eliminated.
- E. All requests for new program funding should be accompanied with clear and concise statements of the program's mission, performance objectives and intended measurable outcomes.
- F. Efficiency and economy in the delivery of County services are top priorities; departments are expected to make productivity improvements within their service delivery areas and reduce expenditures for discretionary programs and services.
  - F1. County departments are encouraged to consolidate programs and organizations and consider alternatives for service delivery to reduce costs and the need for increased staffing.
  - F2. In developing recommendations that may require operational reductions, departments should ensure that administrative and non-service areas have been reduced to the maximum extent possible before reducing direct services.
- G. Automation and technology proposals must measurably demonstrate how cost savings will be achieved or how services will improve, along with identifying potential sources of funding.
- H. The County Administrator's Office will annually review rate charges for county internal service funds. Internal services funds are expected to make productivity improvements within their service delivery areas, reduce expenditures for discretionary programs and services, make administrative and non-service area reductions to the extent feasible, consolidate programs and organizations, and consider alternatives for service delivery before cutting direct services or proposing increased rates.

- I. The General Fund's Appropriation for Contingencies should be budgeted at not less than 1.5% of the operating budget. Appropriations for Contingencies should be budgeted in all other funds, at not less than ½ of 1% of operating expenditures. In no event will Appropriation for Contingencies exceed the amount prescribed by law.

#### 4. Capital Budgets

- A. Capital Budgets will include a list of capital construction and road projects with brief descriptions; estimated costs to date and total project costs; planned project costs for at least three future fiscal years or extended projects; length of time to project completion; and proposed funding sources including current funding available.
- B. Capital projects which are not encumbered or completed during the fiscal year, or multi-year projects, will be re-budgeted or carried over to the next fiscal year. Increased project costs for re-budgeted projects must be clearly identified with Final Budget adoption.
- C. Capital projects will not be budgeted unless there are reasonable expectations that resources will be available to pay for them and a financing plan has been developed.
  - C1. Where applicable, assessments, impact fees, user-based fees, and/or contributions, should be used to fund capital projects. Projects benefiting other operating, internal services and enterprise funds shall be funded from those funds on a pro-rata basis.
  - C2. Where alternative sources of financing are not available or sufficient for full funding, and the project is deemed critical for the provision of services or to meet mandated services levels, debt financing may be used. Debt will not be used to finance on-going operational costs, including those incurred due to new facilities.
- D. Project reimbursements to the County Capital Projects Fund shall not exceed actual expenditures, plus 25% of any encumbered contract balances.
  - D1. Administrative Services may request advance funding for any project costing less than \$100,000 when the project has begun.
  - D2. An accounting of all costs shall be made by Administrative Services to the requesting department following project completion.
- E. Departments will prepare replacement schedules and develop and implement financing plans for major capital equipment.

#### 5. Fund Balance (GASB 54 Revised Terminology)

One objective of the Government Accounting Standards Board (GASB) is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. This Statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of resources reported in governmental funds.



The initial distinction that is made in reporting fund balance information is identifying amounts that are considered *non-spendable*, such as fund balance associated with inventories. This Statement also provides for additional classification as restricted, committed, assigned, and unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

- A. *Restricted Fund Balance* category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. Special Revenue Fund balances, by their nature, will be considered Restricted Funds.
- B. The *Committed Fund Balance* classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision making authority.
- C. Amounts in the *Assigned Fund Balance* classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed. Any carryover General Fund balance at the end of each fiscal year that is used as a financing source for the following fiscal year will be considered Assigned Fund Balance.
- D. *Unassigned Fund Balance* is the residual classification for the County's General Fund and includes all spendable amounts not contained in the other classifications.
- E. Unless necessary by other requirements or circumstances, when both restricted and unrestricted fund balances are available for spending, restricted funds will be considered "spent" first. When all classifications within the unrestricted category are available for spending, the order shall be; (1) committed, (2) assigned, (3) unassigned.
- F. The County Auditor-Controller will calculate the fund balances designated within this policy and report the fund balances in the annual financial statement.

6. Reserves & Appropriation for Contingencies

- A. The General Fund's total General Reserve and Designation for Economic Uncertainties should be accumulated over time until 6% of the annual operating budget reserve level is achieved (calculation = appropriations less capital outlay, reserves & contingencies). These funds can also be referred to as *Committed Fund Balance*.
- B. The General Fund's Appropriation for Contingencies should be set at a level to provide for unanticipated increases to the County budget. An analysis to determine potential increases will be completed to determine appropriate level of funding. These funds can also be referred to as *Assigned Fund Balance* and are cancelled at year end and may be re-appropriated in the following fiscal year.
- C. Reserves for self-insurance funds shall be actuarially determined at least every other year. Reserves should be maintained at the 80% confidence level or net estimated losses. These funds can also be referred to as *Committed Fund Balance*.

- D. Loans or transfers to or from internal services and enterprise funds shall be limited to meeting one-time funding requirements in County operating funds, and shall require repayment with interest.

7. Request to Encumber Funds

- A. A department expressing interest in encumbering funds at the end of the fiscal year must submit a memo to the Auditor-Controller indicating the reason for the request and pertinent account information including the fund, budget and account number. The memo should also include a copy of an outstanding purchase request where applicable. A copy of this memo must be forwarded to the County Administrator's Office.

**MEMORANDUM OF UNDERSTANDING**

279-11

**BY AND BETWEEN  
SACRAMENTO AREA COUNCIL OF GOVERNMENTS**

**CITY OF AUBURN  
CITY OF CITRUS HEIGHTS**

**CITY OF COLFAX**

**CITY OF DAVIS**

**CITY OF ELK GROVE**

**CITY OF FOLSOM**

**CITY OF GALT**

**CITY OF ISLETON**

**CITY OF LINCOLN**

**CITY OF LIVE OAK**

**TOWN OF LOOMIS**

**CITY OF MARYSVILLE**

**CITY OF PLACERVILLE**

**CITY OF RANCHO CORDOVA**

**CITY OF ROCKLIN**

**CITY OF ROSEVILLE**

**CITY OF SACRAMENTO**

**CITY OF WEST SACRAMENTO**

**CITY OF WHEATLAND**

**CITY OF WINTERS**

**CITY OF WOODLAND**

**CITY OF YUBA CITY**

**COUNTY OF EL DORADO**

**COUNTY OF PLACER**

**COUNTY OF SACRAMENTO**

**COUNTY OF SUTTER**

**COUNTY OF YOLO**

**COUNTY OF YUBA**

**SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

**URBAN LAND INSTITUTE**

**VALLEY VISION, INC.**

**THE MCKINLEY GROUP**

**REGIONAL WATER AUTHORITY**

**FOR THE PURPOSE OF CREATING A CONSORTIUM  
TO DEVELOP A REGIONAL PLAN FOR SUSTAINABLE DEVELOPMENT**

This Memorandum of Understanding ("MOU") is made effective \_\_\_\_\_, by and between the Sacramento Area Council of Governments, City of Auburn, City of Citrus Heights, City of Colfax, City of Davis, City of Elk Grove, City of Folsom, City of Galt, City of Isleton, City of Lincoln, City of Live Oak, Town of Loomis, City of Marysville, City of Placerville, City of Rancho Cordova, City of Rocklin, City of Roseville, City of Sacramento, City of West Sacramento, City of Wheatland, City of Winters, City of Woodland, City of Yuba City, County of El Dorado, County of Placer, County of Sacramento, County of Sutter, County of Yolo, County of Yuba, Sacramento Housing and Redevelopment Agency, The Regents of the University of California, Urban Land Institute, Valley

Vision, Inc., The McKinley Group, and Regional Water Authority, (collectively the “Parties” or “Consortium”).

WHEREAS, City of Auburn, City of Citrus Heights, City of Colfax, City of Davis, City of Elk Grove, City of Folsom, City of Galt, City of Isleton, City of Lincoln, City of Live Oak, Town of Loomis, City of Marysville, City of Placerville, City of Rancho Cordova, City of Rocklin, City of Roseville, City of Sacramento, City of West Sacramento, City of Wheatland, City of Winters, City of Woodland, City of Yuba City, County of El Dorado, County of Placer, County of Sacramento, County of Sutter, County of Yolo, and County of Yuba are members of SACOG and, through SACOG, have worked together with other local governments and their representatives since 1981 to discuss and study area wide problems of mutual interest and concern and facilitate the development of policies and action recommendations for the solution of such problems; and

WHEREAS, SACOG, as a council of governments and MPO, provides services on behalf of the six counties and 22 cities in the greater Sacramento region (referred to collectively as “Members” and individually as “Member”), and each local government Member appoints at least one representative of its elected council or board to make decisions as a SACOG Board member; and

WHEREAS, SACOG and Sacramento Housing and Redevelopment Agency, a joint powers agency, have worked closely to develop the application for the U.S. Housing and Urban Development’s Fiscal Year 2010 Sustainable Communities Regional Planning Grant (“HUD grant project”) and are specially trained and/or have the experience and expertise necessary to competently perform services related to the HUD grant project, and

WHEREAS, Valley Vision is a California non-profit corporation established for the public benefit and tax exempt pursuant to IRC Section 501(c)(3); and represents that it is specially trained and/or has the experience and expertise necessary to competently perform services related to the HUD grant project, and

WHEREAS, Regional Water Authority is a joint powers authority; and represents that it is specially trained and/or has the experience and expertise necessary to competently perform services related to the HUD grant project, and

WHEREAS, The Regents of the University of California, (“University” or “Contractor”) acting by and through its UC Davis campus Center for Regional Change, represents that it is specially trained and/or has the experience and expertise necessary to competently perform services related to the HUD grant project, and

WHEREAS, the McKinley Group, a California Sole Proprietorship, represents that it is specially trained and/or has the experience and expertise necessary to competently perform services related to the HUD grant project, and

WHEREAS, the Urban Land Institute is a 501(c)(3) nonprofit research and education organization and represents that it is specially trained and/or has the experience and expertise necessary to competently perform services related to the HUD grant project, and

WHEREAS, it is in the best interest of the Parties to coordinate housing, land use, economic and workforce development, transportation, and infrastructure investments in a manner that empowers jurisdictions to consider the interdependent challenges of: (1) economic competitiveness and revitalization; (2) social equity, inclusion, and access to opportunity; (3) energy use and climate change; and (4) public health and environmental impact; and

WHEREAS, SACOG has agreed to bring together other public, private and nonprofit entities in the region to expand the Metropolitan Transportation Plan into a Regional Plan for Sustainable Development (“RPSD”) that aligns with the Livability Principles articulated by the federal Partnership for Sustainable Communities, and then work with such entities in the implementation of the RPSD; and

WHEREAS, the Parties wish to engage in an active working relationship, recognizing local and regional needs for planning and implementation of sustainable communities principles.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties hereby establish a Consortium for the purposes of the U.S. Department of Housing and Urban Development (“HUD”) Fiscal Year 2010 Sustainable Communities Regional Planning Grant Program (“Program”) and adopt the Consortium Responsibilities and Governance Structure set forth in Attachment “A,” attached hereto and incorporated herein. As detailed in Attachment “A,” SACOG shall act in the representative capacity with HUD on behalf of the Consortium and assume administrative responsibility for ensuring that the Consortium’s program is carried out in compliance with all HUD requirements.
2. The Parties agree to the following general principles:
  - a. The work performed under this MOU is for the benefit of all Members of SACOG and, by extension, the entire population of the greater Sacramento region;
  - b. The Parties will rely on SACOG’s advisory committees and community outreach and involvement activities articulated in its Public Participation Plan described in Attachment C, along with stakeholder involvement strategies guided by the Consortium and generally described in Section 5 below, to ensure that a wide range of input is given in the development of the Regional Plan for Sustainable Development (“RPSD”);
  - c. The Joint Powers Agreement for the Sacramento Area Council of Governments, effective July 2003, and the Rules for the Sacramento Area Council of Governments, effective July 2005, will serve as the governance structure for all financial and policy decisions of the Consortium, as further described in Section 5 of Attachment “A”;
  - d. The Parties shall settle any disputes among themselves pursuant to the Dispute Resolution provision set forth in Section 6 of Attachment “A”;
  - e. The Parties acknowledge local authority over land use and other issues and will involve SACOG Members throughout the RPSD process to ensure the work performed meets local needs for sustainable communities;
  - f. The Parties intend that this MOU shall not supersede the exercise of those powers within the exclusive jurisdiction of the City of Auburn, City of Citrus Heights, City of Colfax, City of Davis, City of Elk Grove, City of Folsom, City of Galt, City of Isleton, City of Lincoln, City of Live Oak, Town of Loomis, City of Marysville, City of Placerville, City of Rancho Cordova, City of Rocklin, City of Roseville, City of Sacramento, City of West Sacramento, City of Wheatland, City of Winters, City of Woodland, City of Yuba City, County of El Dorado, County of Placer, County of Sacramento, County of Sutter, County of Yolo, County of Yuba, which shall continue to be subject to their governance.
  - g. SACOG and the Sacramento Housing and Redevelopment Agency, will work within the Consortium as members of a steering committee to facilitate collaboration between regional public housing authorities, jurisdictions, and the broader housing community to conduct the analysis of impediments to fair housing and most of the work elements needed to complete the Enhanced Regional Housing Plan with full details of their work shown in Attachment B.
  - h. SACOG and the Regional Water Authority will work within the Consortium as members of a steering committee to facilitate participation from water purveyors, the sanitation districts, electric utilities, as well as city and county jurisdictions in support of assessing adequate infrastructure and investment for high levels of service to all parties in Transit Priority Areas (TPAs) to encourage private and public investment in the RPSD with full details of their work shown in Attachment B.
  - i. SACOG and the University of California Davis campus Center for Regional Change will work within the Consortium as members of a steering committee to provide guidance, analysis and recommendations for social equity performance measures, appropriate material development, and assistance in the development of public workshops that are meaningful, engaging, and inclusive of the hardest to reach populations with full details of their work shown in Attachment B.
  - j. SACOG and the Urban Land Institute will work within the Consortium as members of a steering committee to ensure broad representation and active engagement of stakeholders with the highest level of education around critical issues related to healthy communities from both the private

development and public community perspectives. They will also publish the results of the TPA screening process and TPA Action Plan Development as a case study with full details of their work shown in Attachment B.

- k. SACOG and Valley Vision will work within the Consortium as members of a steering committee to regularly update the public and other interested entities about the work of the Consortium and its progress in developing and implementing an RPSD through various communications channels with full details of their work shown in Attachment B. SACOG shall take the lead role in regularly updating the public on the work of the Consortium.
  - l. SACOG and the McKinley Group will work within the Consortium as members of a steering committee to obtain final approval for the Six County Aquatic Resources Database, facilitate discussions on the Sustainable Communities Strategies (SCS)/Metropolitan Transportation Plan (MTP) environmental review with the Federal and State regulatory agencies, and help with the development of mitigation measures for the MTP Environmental Impact Report (EIR) with full details of their work shown in Attachment B.
3. The Parties agree that the purpose of this MOU is to continue and expand cooperation among the Parties, as well as among: (a) All SACOG Members; (b) The Federal Government, its agencies or departments, or entities established by the Federal Government, in particular members of the Interagency Partnership for Sustainable Communities and the Partnership itself; (c) The State of California, its agencies or departments, or entities established by the State; (d) Metropolitan planning organizations, councils of governments, rural planning organizations, or local or regional transportation agencies, either working in the region or within the State of California; (e) Public housing agencies; (f) Special districts; (g) Unified school districts; (h) Indian tribes; (i) Nonprofit organizations, foundations, and educational institutions; and (j) Other public authorities, districts, business leadership groups, or regional governmental organizations working to further the sustainability of the greater Sacramento region.
  4. The Parties will seek formal and informal agreements with the entities described in Section 3 above to gather public input and enhance the work on the RPSD, building on SACOG's integration of input from SACOG's Members, the Consortium and public into the RPSD.
  5. The Parties shall, to the extent practicable, recruit and work with a broad cross-section of public, nonprofit, educational, and private sector entities and individuals in the region through four working groups: Economic Development; Social Equity, Housing and Health; Natural Resources; and Infrastructure.
  6. Each Party shall provide leadership and support for the development and implementation of the RPSD within their respective communities and across jurisdictional boundaries. This may include, but shall not be limited to, encouraging public awareness and public involvement in the planning process, informing SACOG of conflicting regulatory schedules and requirements that increase planning and development costs for member jurisdictions, providing comment on the RPSD recommendations that could lead to legislative proposals for more efficient regulatory processes, and using the recommendations in the RPSD to improve planning processes.
  7. This MOU is intended to facilitate further agreements between the Parties, each of which is expected to be more specific as development of the RPSD progresses and becomes more focused.
  8. This MOU acknowledges that HUD's new Preferred Sustainability Status will provide additional points on grant applications to HUD through the process outlined in Attachment A.
  9. Any notice under this MOU shall be in writing and either personally delivered or sent by First Class U.S. Mail, postage pre-paid, addressed as follows:

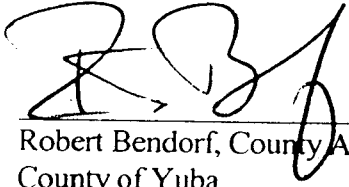
**SACOG:**  
Mike McKeever  
Chief Executive Officer

Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, CA 95814

10. The persons signing on behalf of the Parties to this MOU each warrant they have the legal authority to execute this MOU.
11. This MOU may be signed in one or more counterparts, each of which will constitute an original and all of which taken together shall constitute one and the same instrument.

APPROVED AS TO FORM  
ANGIL P. MORRIS-JONES  
COUNTY COUNSEL  
BY: *Angil P. Morris-Jones*

**MEMORANDUM OF UNDERSTANDING  
FOR THE PURPOSE OF CREATING A CONSORTIUM  
TO DEVELOP A REGIONAL PLAN FOR SUSTAINABLE DEVELOPMENT**

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

Robert Bendorf, County Administrator  
County of Yuba



## **Attachment “A”: Consortium Responsibilities and Governance**

1. For the purposes of the U.S. Department of Housing and Urban Development (“HUD”) Fiscal Year 2010 Sustainable Communities Regional Planning Grant Program (“Program”), SACOG shall serve as the project manager. As the project manager, SACOG shall execute the cooperative agreement with HUD and assume administrative and fiscal responsibility for the grant on behalf of the Consortium in compliance with all HUD and Program requirements.
2. Parties shall cooperatively carry out the work outlined in the application for the Program, whose terms are incorporated in full by this reference.
3. SACOG shall act in a representative capacity with HUD on behalf of all Parties and assume administrative and fiscal responsibility for ensuring that the Consortium’s Program is carried out in compliance with all HUD requirements.
4. To the extent practicable, the Joint Powers Agreement for the Sacramento Area Council of Governments, effective July 2003 (“SACOG Agreement”), and the Rules for the Sacramento Area Council of Governments, effective July 2005 (“SACOG Rules”), will serve as the governance structure for the Consortium. The SACOG Agreement and SACOG Rules provide for a formal, voting role for the County and the City as Members of SACOG and also an active role for Valley Vision through the Consortium administrative working group established in Section 2 of the MOU, which will report to and coordinate with the SACOG Board of Directors and its Committees. Further, the Consortium Parties, will coordinate their activities related to the Regional Plan for Sustainable Development (RPSD) with SACOG’s community outreach and citizen participation activities, including those set forth in SACOG’s Public Participation Plan, amended and adopted by the SACOG Board of Directors in January 2009, and incorporated in full by this reference. SACOG’s Public Participation Plan outlines specific procedures for consultation and public participation. The Public Participation Plan includes evaluation procedures that measure the effectiveness of SACOG’s outreach and involvement efforts and ensures there is adequate effort made to include the traditionally under-served and under-represented in the planning process, including coordination and consultation with Native American tribal governments.
5. Each Party will notify the other Parties promptly of any matters that may cause disputes arising out of their respective rights and obligations under this MOU and will make every reasonable effort to settle such disputes by prompt and diligent discussions and negotiations. If the Parties are unable to resolve the dispute through discussion and negotiation, the dispute will be sent to mediation administered by a mediator acceptable to the involved Parties prior to the initiation of any legal action. All expenses of the mediation will be borne by the involved Parties equally; however, each Party will bear the expense of its own legal counsel, and any experts or witnesses, as well as the expense of preparation and presentation of proofs in the mediation.

## **UNIVERSITY OF CALIFORNIA, DAVIS CAMPUS SCOPE OF WORK**

This Scope of Work describes the ways in which the UC Davis Center for Regional Change (“CRC” or “Contractor”) will assist SACOG and other project partners in incorporating social equity metrics and on-going evaluation processes into the Sustainable Communities Planning Grant Project, including the Sustainable Communities Strategy (“SCS”) and the Metropolitan Transportation Plan (“MTP”) Update.

CRC shall perform the following tasks and produce the following deliverables:

### **Task 1 - Develop Regional Equity Indicators with Consortium Stakeholders**

**Purpose:** The development of these indicators will support the Environmental Justice Analysis included in the MTP/SCS, and the screening of the Transit Priority Areas (“TPA”) to determine which are most ready for enhanced environmental review based on social equity analysis developed by CRC.

**Task 1.1** – The CRC will review all applicable SACOG and Valley Vision databases including SACOG’s Regional Opportunities Database and new information from Census American Community Survey 2005-2009 to update CRC social equity indicators where appropriate. CRC will offer edits and updates to Regional Opportunities Database where needed.

**Task 1.2** - The CRC will review its updated set of social equity indicators with stakeholders from the Sacramento Regional Consortium. The set of indicators will include spatial analysis tools (e.g., from Healthy Youth/ Healthy Regions, the San Joaquin Valley Cumulative Health Impact Project) to develop a set of multi-indicator indices that can be used to identify high vulnerability populations, spatial concentrations of hazards and risk factors, and access to regional opportunities.

**Task 1.3** - Work with SACOG staff and stakeholders in the Sacramento Regional Consortium to develop a Social Vulnerability Index, a Cumulative Environmental Health Impacts, a Youth Vulnerability Index, and an Economic and Health Opportunity Index. The adaptation will include new information from Census American Community Survey 2005-2009 and all applicable SACOG and Valley Vision databases including SACOG’s Regional Opportunities GIS Database.

The process of identifying the appropriate social equity indicators will be done through meetings of working groups of stakeholders drawn from the Sacramento Regional Consortium Outreach Program. These working groups will review CRC’s existing indices and the information available to expand the equity analysis to include the goals embraced by HUD’s Livability Principles.

**Task 1.4** - Participate and advise in the development of the Jobs Housing Fit Tool. The development of this tool will be done with advisors from a statewide working group advising the California Air Resources Board Regional Targets Advisory Committee on the best practices to implement Senate Bill 375. CRC will review the tool for consistency with updated social equity indicators.

**Deliverable 1 (March 2011): Time allocation: 20%**

Draft written report with SACOG input and review and final report on the development of a Social Vulnerability Index, a Cumulative Environmental Health Impacts, a Youth Vulnerability Index, and an Economic and Health Opportunity Index and the analysis used to expand these tools for use in this project. Include documentation of public participation, including individuals, community organizations, advocacy groups consulted in the development and adaptation of the indexes. Provide comparative analysis of demographic of participation to regional population demographic profile

**Task 2 - Conduct a Social Equity Analysis** **Purpose:** This work will incorporate the social equity and analysis into the MTP/SCS and serve as an example for how analyses like these can be used to enhance integrated sustainability planning. All indices described in Task 1 will specify the distribution of opportunities and vulnerabilities across the range of places (neighborhoods, communities, in urban, suburban and rural places) and range of special needs populations (identified by race, ethnicity, socio-economic status, education, age, and other salient factors).

**Task 2.1** - CRC will use the tools described in Task 1 to develop a basic social equity and environmental justice GIS for the region's Sustainable Community Strategy. CRC will work with SACOG staff to incorporate this data into SACOG's analysis for the MTP/SCS. The equity analysis will be an iterative process presented during at least two working group meetings of the Sacramento Regional Consortium and two meetings of SACOG's Advisory Committees (e.g. Planners Committee, Regional Planning Partnership, and Bicycle & Pedestrian Advisory).

**Task 2.2** - The analysis using these GIS systems will contribute, in collaboration with SACOG, ULI and other partners, to the process of categorizing Transit Priority Areas into phasing priorities by mapping the populations and places of high vulnerability. This will include those places with low access to opportunities needed for a healthy and prosperous life (e.g., transit, healthy food, and medical services, places to recreate and exercise, quality jobs, schools), high clustering of social vulnerability risk factors (e.g., age, poverty, linguistic isolation, race/ethnicity), and high vulnerability to negative impacts of planning decisions and regional change patterns (e.g., gentrification and displacement)—but also with substantial potential to benefit from targeted new investments.

**Deliverable 2 (June 2011): Time Allocation: 40%**

Draft written report with SACOG input and review and final report on Regional Equity Analysis applied to SACOG's Sustainable Community Strategy

**Task 3 - Develop Long-term Social Equity Performance Tracking Framework**

**Purpose:** This task will develop an ongoing social equity measurement system to track performance as SACOG's SCS/MTP is implemented. CRC will incorporate the social equity analysis to inform the development of regional performance measures to track regional progress on plan and livability outcome goals, including progress in TPAs in regard to housing development, investment, and access to affordable housing.

**Task 3.1** - Design performance measures to use available information collection through SACOG's Planning Process. The long-term tracking may include recommendations for future studies to collect information related to equity. CRC will work closely with SACOG staff to incorporate improved social equity analysis in their modeling efforts in this project.

**Deliverable 3 (December 2011): Time allocation: 20%**

Draft working memo with SACOG input and review and final working memo on recommendations for tracking Performance Measures.

**Task 4 - Advise Sacramento Regional Consortium throughout the Sustainable Community Planning Grant Process**

**Purpose:** This task will advise SACOG and members of the Sacramento Regional Consortium throughout the course of the Sustainable Communities Planning Grant Project.

**Task 4.1** - CRC staff will participate on the Sacramento Regional Consortium Steering Committee guiding the development of the Sustainable Communities Grant Project. As a participating agency on the Steering Committee, CRC staff will advise the work program in the following areas:

- Contribute to analysis of regional employment challenges and opportunities –The CRC will contribute to the assessment of regional employment and economic opportunities (e.g., employment centers, redevelopment districts, types and wages of jobs available, employment levels of current residents). Regional employment trends will also be inventoried to identify both challenges and opportunities for expanding higher wage jobs in the TPAs.

- Consult on charrette process to select TPA sites –The social equity analysis will be the basis for the CRC's consultation with ULI and SACOG on the public charrette process to identify potential Transit Priority Areas. The CRC will use the social equity analysis to inform the charrette background materials and resources. The CRC will also collaborate with the community-based organizations to help ensure that the charrette workshops are representative of the diverse communities and interests of the region.

- Consult on incorporating social equity into visualization tools for public input on land use modeling -

The CRC will consult with SACOG staff on how to incorporate social equity factors into the visualization package for land use modeling to help explore what a high social equity neighborhood could look like and the social equity implications of various land use scenarios. Example factors could include the incorporation of affordable housing, proximity of such housing to the relevant services and opportunities, and diversity of population (by age, race, and/or ethnicity).

- Contribute to Development of Implementation Action Plans for Priority Areas - The CRC will contribute the results of the social equity analysis to the development of implementation plans for the Transit Priority Areas targeted for priority implementation projects. This work will be done in collaboration with community and regional partners.

- Active participation on the project consortium governance structure - The CRC will play an active role on the project consortium governance structure, contributing its expertise in social and regional equity, its relationships within the regional equity networks in the local area and nationally, and its capacities in action research. On the latter point, the CRC will publish at least one Working Paper through its publication series, documenting the process and outcomes of incorporating social equity into the Sustainable Communities Strategy.

**Deliverable 4 (June 2012): Time allocation: 20%**

Draft memo with SACOG input and review and final memo consolidating recommendations developed throughout the project. Draft working paper with SACOG input and review and final working paper documenting the process and outcomes of incorporating social equity into the Sustainable Communities Strategy.

**SACRAMENTO HOUSING & REDEVELOPMENT AGENCY  
SCOPE OF WORK**

This scope of work outlines tasks to develop an Analysis to Impediments and a Regional Housing Plan in support of the HUD Grant Consortium's Regional Plan for Sustainable Development. The intent of the work is to provide an overall assessment of the existing regional patterns of investment in affordable housing, and to identify and better connect regional and local housing strategies which could assist the region in providing accessible and affordable housing in Transit Priority Areas (TPA) and Opportunity Areas.

Contractor SHRA shall perform the following tasks, including related deliverables, in accordance with the specified timeline and budget per task.

**Task 1 - Assess Existing Conditions** **Purpose:** To better inform investment strategies for equitable housing development in high opportunity communities; to develop a visual template for future tracking of the region's activities; and to correlate information with transit priority areas, high employment areas, and opportunity areas to determine trends and identify strategies for focus.

Assess existing conditions, trends and barriers to equity housing including analyzing the past patterns of affordable housing production and investments made within the region and their relation to transit, employment opportunity areas and other equity metrics.

To the extent feasible, gather, map and analyze available data on affordable rental housing production in the region including type, income mix, residency, length of affordability: Gather, map and analyze data on local, state and federal affordable housing investments in the region over the last 5 years: Gather, analyze and map data on region's public housing investments and Housing Choice Vouchers (HCV) concentrations: Gather, analyze and map data from DataQuick and other sources information regarding foreclosure trends to determine community stability issues and market condition assessments.

**Inputs from SACOG:** Transit priority areas designations, Housing Production data 2000 through 2009, Employment areas, Opportunity areas, General housing production and housing trends including market analysis

**Deliverable 1 (March 2011): Time allocation: 15%**

Memo discussing affordable housing produced in relation to overall production; location analysis; view of housing investment concentrations in the region; recommendations for on-gong collection and use of date. Maps and data files supporting the paper are included in the deliverable.

**Task 2 - Inventory Housing Policies** **Purpose:** To understand policies and strategies that guide affordable housing investments in the region, particularly rental housing investment and determine consistency with TPA strategies and approaches; determine any federal or local barriers to equitable housing in TPA areas.

Work with the state and local jurisdictions to inventory local housing policies and federal, state, and local funding priorities identified in but not limited to housing elements, Public Housing Authority (PHA) five-year plans, consolidated plans, state's low-income housing tax credit and mortgage revenue bond allocation programs, local redevelopment implementation plans, inclusionary housing programs and housing trust fund programs. This analysis will be regional, but will describe TPA conditions specifically to support the assessment of existing conditions.

Create an index of current local housing programs through a survey instrument, web page review and or jurisdiction interviews within the region analyzing specifically: Inclusionary housing policies; Linkage fees; Homebuyer programs; Multifamily Lending Programs; and other housing programs as identified.

Review for broad State policies contained in Low Income Tax credit and Mortgage Revenue Bond program regarding allocation of state resources for affordable housing development.

Review housing investment strategies of PHAs and Redevelopment Agencies starting with the largest entities and to the extent possible mostly within the region.

**Inputs from SACOG:**

Draft Regional Housing Needs Assessment (RHNA) methodology available in October 2011.

**Deliverable 2 (December 2011): Time allocation: 20%**

Memo analyzing policy and programmatic consistencies and differences between jurisdictions and/or the State investment of housing resources in TPA and high opportunity areas.

**Task 3 - Regional Analysis of Impediments to Fair Housing** **Purpose:** Provide information necessary to inform local investment strategies to provide access to equitable and fair housing. Emphasis of the work is on implementing implementable strategies to encourage fair housing in TPAs and high opportunity communities.

Conduct a regional analysis of impediments (AI) to fair housing choice in coordination with the region's PHAs by gathering information that may be available in current AIs, housing elements, PHA plans, consolidated plans, Continuum of Care, redevelopment implementation plans and other information pertinent to fair housing concerns.

Review and inventory existing AI's in the region including the State.

Review and inventory jurisdictions' compliance with housing element zoning law through Housing & Community Development (HCD) certifications and issue letters and identify any fair housing issues noted by HCD. Seek information from real estate trade organizations including Sacramento Area Association of Realtors, Building Industry Association, Rental Housing Partnership and lending community, Community Reinvestment Act (CRA), and others on fair housing issues.

Use information collected in Tasks 1, 2, and 3 to analyze issues related to impediments to fair housing. Apply information gathered through this work to assess barriers to affordable housing including special needs population.

**Inputs from SACOG:** RHNA methodology available in October 2011, Jobs-Housing Fit analysis, Economic modeling, Demographic trends , Special needs analysis

**Deliverable 3 (December 2011): Time Allocation:** 25%

Memo documenting the Regional Analysis to Impediments to fair and equitable housing, focusing on access to TPA and high opportunity areas.

**Task 4 - Enhanced Regional Housing Needs Plan (RHNP)** **Purpose:** To create a consolidated and comprehensive view of region's local housing plans; identify trends and set performance measures for creation, preservation and investment of affordable housing in TPA areas; identify opportunities for strategic funding alignment at federal, state and local level; and enhance coordination of housing services and programs.

In addition to the updated RHNA methodology that will be adopted by the SACOG Board and applied in early 2012, recommendations will be made on how each of the region's local housing plans can continue to create and preserve permanent accessible housing. Of particular focus will be policy, programmatic and funding strategies for addressing impediments to equity and fair housing; housing persons with disabilities and special needs and access to equitable housing in TPA, employment and high opportunity areas. Plan outcomes would also include improved regional measurements on progress regarding the creation or preservation of a reasonable share of affordable housing in high opportunity neighborhoods.

**Task 4.1** - Establish a working group which includes PHAs, jurisdiction planners, and housing providers/advocates to provide input on development of regional plan using data analysis from Phases 1-4 and the RHNA process. The working group shall:

Consider opportunities for coordination or collaboration where feasible including sharing or data, alignment of resources, and service consolidations if possible; and Consider pilot initiatives which might further the effort to build in TPAs.

**Task 4.2** - Develop consistent performance tracking mechanisms.

**Task 4.3** - Develop recommended sets of data sharing opportunities.

**Task 4.4** - Regular communications and forums for regional housing issues involving interested parties including PHAs, redevelopment agencies, and continuums.

**Task 4.5** - Prepare a regional housing plan framework that could be supported and adopted by the SACOG region which includes the elements listed above.

**Input from SACOG**

RHNA methodology available in October 2011, TPAs

**Deliverable (June 2012): Time Allocation: 40%**

Comprehensive regional housing plan that reflects strategies to address housing needs.

**URBAN LAND INSTITUTE  
SCOPE OF WORK**

This work supports the development of SACOG's Sustainable Communities Strategy (SCS) and environmental review of the SCS included in the Metropolitan Transportation Plan (MTP). Under California's Senate Bill 375, SACOG's SCS will include enhanced analysis of areas with future access to high quality transit in SACOG's 2011 MTP. This work provides analysis of the development potential of the transit priority areas.

Urban Land Institute ("ULI" or "Contractor") shall perform the following tasks and produce the following deliverables:

This work supports the development of SACOG's Sustainable Communities Strategy (SCS) and environmental review of that strategy included in the Metropolitan Transportation Plan (MTP). Under California's Senate Bill 375, SACOG's will include enhanced analysis of areas with future access to high quality transit in SACOG's 2011 MTP. This work program provides analysis of the development potential of the transit priority areas.

**Task 1 – Review of Tools and Stakeholders planned for screening of the Transit Priority Area**

Purpose: This task assists SACOG in expanding the tools and the stakeholders that will be used review and prioritize SACOG's 2011 MTP Transit Priority Area.

**Task 1.1** – Review the list of stakeholders developed by the Sacramento Regional Consortium Steering Committee and make recommendations on additional stakeholders to advise specifically on issues of urban redevelopment.

**Task 1.2** – Review SACOG's tools and Center for Regional Change's regional equity indicators and make recommendations for any additional information needed or conversely recommend indicators to eliminate to analyze and prioritize the 2011 MTP Transit Priority Areas for development potential over the 24 year life of the plan. ULI understands that the indicators developed can be very data intensive; our review must rely on no additional data collection in support of the indicators, but only providing our collective professional opinion on how the information might affect land use decision-making.

**Deliverable 1 (March 2011 target) Time allocation 12.5%**

Working memo with recommendations for changes to the tools, additions to stakeholder group, and indicators that we feel are most important to be used in the review of the 2011 MTP Transit Priority Area.

**Task 2 – Develop Screening Process Key Advisors and Community Outreach Key Advisors to Rank the MTP 2011 Transit Priority Areas and review process.** Purpose: This task develops the key advisors and reviews the process to evaluate the development potential of sites within 2011 MTP Transit Priority Area.



**Task 2.1** – Review membership of SACOG’s Committees and Valley Vision and Consortium Stakeholders and make recommendations for membership on the Screening Process Key Advisory team to evaluate the development potential of the Transit Priority Areas and a Community Outreach Advisory Team to develop the materials for public charrette of process.

**Task 2.2** – Participate in meetings of the Sacramento Regional Consortium to develop the screening process to review and prioritize the MTP 2011 Transit Priority Area for development potential. It is understood that the SACOG and the UC Center for Regional Change is responsible for all data collection and analysis of the social equity indicators.

**Deliverable 2 (April 2011 target) Time allocation 5%**

Working memo with recommendations on the Key Advisory Teams, the transit priority area screening process and related outreach activities.

**Task 3 – Conduct Screening Process and Present Public Charrettes** Purpose: This task screens the transit priority area for at least four areas with near term development potential and the potential to enhance social equity as specified by Regional Equity Indicators developed by UC Davis Center for Regional Change. Again, it is understood that ULI will focus on the development potential and not attempt to collect data or perform detailed analysis of the Regional Equity Indicators.

**Task 3.1** – Conduct the screening process of the transit priority area with the Key Advisory Team. The screening process will use the tools reviewed in Task 1 and process recommended in Task 2.

**Task 3.2** – Assist the Outreach Key Advisory Team in presenting the screening process and the results in at least two but not more than three public charrettes.

**Task 3.3** – Document the screening process as it relates to development potential, and record what is voiced by the public.

**Deliverable 3 (June 2011 target) Time allocation 12.5%**

Working paper on the Screening Process and Public Charrettes

**Task 4 – Assist in Creating Action Plans for at least Four Areas Ranked the Highest through the Screening Process** Purpose: This task assists in the development of action plans that will assist SACOG member jurisdictions in developing step by step processes to bring development to the four or five highest ranking areas.

**Task 4.1** – Participate in meetings of the Sacramento Regional Consortium to identify the elements needed in the action plans.

**Task 4.2** – Assist on meetings with SACOG’s member jurisdictions with potential development areas identified in screening process to document elements identified in Task 4.1.

**Task 4.3** – Assist with at least eight but no more than nine public outreach meetings organized by SACOG staff to review the outcomes of the charrette process and the elements of the action plans. Two meetings are envisioned to outreach to stakeholders in each of the communities identified as having near term development potential.

**Deliverable 4 (March 2012) Time allocation 50%**

Working paper on the elements of action plans focused on development potential and development strategy. It is understood that this effort will part of a larger paper that SACOG or others will produce that summarizes Task 4.

**Task 5 – Publish a Case Study on the Sacramento Region’s Sustainable Community Planning Grant Project**

**Purpose** – This task documents the process used to examine SACOG’s MTP 2011 Transit Priority Area for sites that are ready for development and can enhance regional equity. This case study will be used as a national example of how the Sustainable Community Planning Grant Project can work in California. The focus of this study will be on development potential and development strategy given the expertise of the ULI member volunteers. ULI can incorporate material from other consortium members as it relates to the Case Study but is not responsible for the accuracy of the information.

Task 5.1 – Develop the working memos and paper from previous tasks in this work scope into a published document. ULI will prepare one Draft document to be reviewed by members of the Consortium prior to finalizing the Case Study. ULI will print one hard copy for each Consortium firm member. ULI will deliver an electronic copy of the Case Study to SACOG.

**Deliverable 5 (May 2012 target) Time allocation 20%**

ULI Case Study on the Sacramento Regional Consortium’s Sustainable Community Planning Grant Program

**VALLEY VISION  
SCOPE OF WORK**

This work plan outlines tasks supporting the Sustainable Communities Planning Grant Project. The intent of this work is to draw upon the experience of Valley Vision staff who has worked convening interest groups in the areas of health access, economic development, and green business development, to further work of SACOG’s Sustainable Community Strategy (“SCS”).

Valley Vision (“Contractor”) shall perform the following tasks and produce the following deliverables:

**Task 1 – Inform the Consortium** **Purpose:** To inform Sacramento Regional Consortium members on policy development and technical information collected through Valley Vision’s work with stakeholders throughout the Sacramento Region.

**Task 1.1** - Provide technical information from the Community Health Access Project, Community Health Needs Assessment, and Green Capital Alliance to SACOG staff and the UC Davis Center for Regional Change for use in developing equity rating factors.

**Task 1.2** - Present a working paper to the Sacramento Regional Consortium Steering Committee on opportunities for joint policy development and multi- sector planning and coordination discovered through Valley Vision’s work already underway in the SACOG Region.

**Deliverable 1 (March 2011): Time allocation: 25%**

Draft Working Paper with SACOG review and input and final Working paper on opportunities for Joint Policy Development and Multi-Sector Planning and Coordination

**Task 2 – Assist with Convening Key Stakeholders** **Purpose:** To assist SACOG with convening and promoting interest group involvement in Sustainable Communities Strategy from key stakeholders the areas of Health, Education, Economic Development and Green Business Development.

**Task 2.1** - Work with SACOG staff to convene and facilitate at least three meetings of local government economic development agencies, local chambers of commerce, business improvement districts, regional chambers and trade organizations, workforce development agencies, and post-secondary education institutions to develop priorities and plans to promote sustainable economic growth within the region.

**Task 2.2** - Work with SACOG staff to convene at least three meetings of the region's health providers, health non-profits, and health and human services agencies to develop priorities and plans to consider issues of the aging population and promote the development of healthy communities within the region.

**Deliverable 2 (November 2011): Time allocation: 50% (\$51,750)**

Draft Working Paper with SACOG review and input and final Working Paper on the outcomes from two working groups developing recommendations for Sustainable Economic Development and Healthy Community Development within the SACOG Region.

**Task 3 – Assist Facilitating the Project** **Purpose:** To assist SACOG with facilitation and documentation of both public and steering committee meetings of the Sacramento Regional Consortium.

**Task 3.1** - Valley Vision staff will facilitate and document monthly meetings of the Sacramento Regional Consortium Steering Committee and monthly public meetings of the Consortium throughout the course of the Sustainable Community Planning Grant Project.

**Deliverable 3 (Ongoing – Completed June 2012): Time allocation: 25%**

Meeting notes from the above meetings.

#### **THE MCKINLEY GROUP SCOPE OF WORK**

This work supports natural resources analysis of the Sustainable Communities Strategy and the Metropolitan Transportation Plan (SCS/MTP) Update. Senate Bill 375 requires that SACOG use the best available data to analyze and consider the impacts of its SCS/MTP on a wide variety of resource areas. This work will help align the region's habitat conservation plans, natural community conservation plans, habitat for species covered by state and federal endangered species acts, agricultural lands, and lands subject to flooding with SACOG's first Sustainable Communities Strategy.

The McKinley Group ("Contractor") shall perform the following tasks and produce the following deliverables:

**Task 1 - Secure Federal Agency Approval for Final Inventory of Natural Resources**

**Purpose:** This task will coordinate the continuing work on the Six-County Aquatic Resources Inventory and conduct pre-consultation meetings for the SCS/MTP Environmental Impact Report

(EIR). The Six-County Aquatic Resources Inventory, when complete, will undergo review by the Environmental Protection Agency and the U.S. Fish and Wildlife Service. This task will facilitate the development of joint permitting and review strategies by the three federal agencies with regulatory authority under the Clean Water Act.

**Task 1.1** - Consultation with the U.S. Army Corps of Engineers (USACE) on the integration of the Six-County Aquatic Resources Inventory into the regulatory process and pre-consultation to document interests in advance of the environmental review of the MTP/SCS. Specific attention will be paid to integration with the 404 permitting process, the compensatory mitigation rule, and NPDES/401 programmatic permits.

**Task 1.2** - Consultation with the U.S. Fish and Wildlife (USFWS) service on permitting strategies using the Six-County Aquatic Resources Inventory and USFWS data, including but not limited to, Core Recovery Areas and Critical Habitat. Special attention will be paid to integration with the compensatory mitigation rule and pre-consultation to document interests in advance of the environmental review of the MTP/SCS.

**Task 1.3** - Consultation with the U.S. Environmental Protection Agency (USEPA). Specific attention will be paid to integration with the 404 and 208 permitting processes, the compensatory mitigation rule, the NPDES/401 permitting process, and pre-consultation to document interests in advance of the environmental review of the MTP/SCS.

**Task 1.4** - Consultation with the California Department of Fish and Game. Specific attention will be given to integration of 1602 permitting and pre-consultation to document interests in advance of the environmental review of the MTP/SCS.

**Task 1.5** - Consultation with the California State Water Resources Control Board (SWRCB) on the Development of the waters of California.

**Deliverable 1 (June 2011): Time Allocation: 20%**

Draft Working Paper for SACOG review and Final Working Paper documenting the Federal and State Permitting Strategies that will use the Six-County Aquatic Resources Inventory.

**Task 2 - Assist with Integration between the SCS/ MTP and the region's Habitat Conservation Plans Purpose:** This task will assist with the development of the MTP Environmental Impact Report (EIR) to ensure that the Habitat Conservation Plans (HCP) and SCS/MTP are consistent and integrated with each other.

**Task 2.1** - Meetings with Project Managers for the Placer County Habitat Conservation Plan on the process for their Draft Plan comment period and the impacts that the plan may have on the SCS/MTP process.

**Task 2.2** - Meetings with Project Managers for the South Sacramento County Habitat Conservation Plan (SSCHCP) on the next steps for their plan, and the impacts that the SSCHCP may have on the SCS/MTP process. These meetings will explore new initiatives developing through the Bay Delta Conservation Plan process that could impact the SSCHCP and the SCS/MTP process.

**Task 2.3** - Meetings with the Yolo County Natural Heritage Program, the Yuba County and Sutter County HCP staff, and SACOG members not covered under these documents, to discuss how the SCS/MTP EIR can support these developing plans.

**Task 2.4** - Meetings with HCP project managers to review the USACE Six-County Aquatic Resources Inventory. Meetings will explore how the inventory could impact the permitting strategies under development and explore how the joint permitting process could affect the HCPs.

**Deliverable 2a (August 2011):**

Draft working memo for SACOG review and final working memo on the links between the SCS/MTPEIR and the HCPs that includes discussion of mitigation measures that could help support both planning efforts.

**Deliverable 2b (March 2012): Time Allocation: 40%**

Draft working memo for SACOG review and final working memo on how the Six County Aquatic Resources Inventory will be used in each of HCP processes.

**Task 3 - Review Environmental Analysis for Preferred Alternative, including Mitigation Measures.**

**Purpose:** This task will assure that the mitigation measures developed for the SCS/MTP do not conflict with the programs proposed in the HCPs.

**Task 3.1** - The mitigation measures developed by the team producing the SCS/ MTP EIR will be reviewed against regional and federal priorities to ensure there are no conflicts with planned programs.

**Task 3.2** - Meetings with HCP Managers to review proposed mitigation measures.

**Task 3.3** - Hold meetings with the Federal and State review agencies to review the mitigation measures before release of the draft environmental document.

**Deliverable 3 (November 2011): Time Allocation: 10%**

Draft working memo for SACOG review and final working memo documenting comments received on the draft mitigation measure

**Task 4 - Report on Integration SCS/MTP with draft CEQ Principles and Guidelines**

**Purpose:** To continue to work closely with Presidential Council on Environmental Quality (CEQ) and the principal federal agencies involved in writing the draft CEQ Principles and Guidelines to identify the cross-connections between the draft CEQ Principles and Guidelines, the SCS, and the Interagency Partnership's Livability Principles. The report will serve as a pilot linking the aforementioned documents.

**Task 4.1** - Meetings with federal agency leads and policy developers with special attention given to CEQ, USACE, USEPA and the U.S. Federal Emergency Management Agency.

**Task 4.2** – Prepare a report setting forth interrelationships between the draft CEQ Principles and Guidelines and the SCS/MTP. The report will include recommendations for refinements to the draft

CEQ Principles and Guidelines as well as recommendations to the Interagency Partnership regarding how these natural resources issues might be more fully integrated with the Interagency Partnership.

**Deliverable 4 (March 2012): Time Allocation: 20%**

Draft Report for SACOG review and Final Report on Integration of the SCS/MTP with draft CEQ Principles and Guidelines

**Task 5 - Report on California State Plan of Flood Control**

**Purpose:** The California Department of Water Resources is developing the first California State Plan of Flood Control. The plan will have unknown impacts on the policies guiding the SCS/MTP. This task will document the impacts of this new plan by examining the overall impacts and those related to the EIR process.

**Task 5.1 - Meetings with SACOG member agencies impacted by the California State Plan of Flood Control to document issues arising from this new plan.**

**Deliverable 5 (June 2012): Time Allocation: 10%**

Draft working paper for SACOG review and final working paper on the Impacts of the California State Plan of Flood Control.

**REGIONAL WATER AUTHORITY  
AGREES TO THE FOLLOWING:**

The Regional Water Authority (RWA) is a joint powers authority formed in 2001 to promote collaboration on water management and water supply reliability programs in the greater Sacramento, Placer, and El Dorado County region.

1. RWA will participate in the development of the Sacramento Regional Consortium and review lists of stakeholders that SACOG invites to participate in the project.
2. RWA will participate in the formation of an Infrastructure Planning Working Group and review lists of stakeholders that SACOG invites to participate in the group.
3. RWA will assist SACOG with the development of agendas for the meetings of the Infrastructure Planning Working Group as the group examines the Transit Priority Area for Infrastructure Capacity
4. RWA will assist SACOG in documenting staff hours spent on this project semi-annually as leverage match for the grant project. SACOG will provide a spreadsheet form for RWA to record staff hours.
5. RWA agrees to notify SACOG at least two weeks and one day in advance of making any written public statements about this project and three working days in advance of making any electronic public statements about this project so that SACOG may meet its contractual responsibilities in notifying HUD.

## SACRAMENTO REGION CONSORTIUM SUSTAINABLE COMMUNITIES PLANNING GRANT PROJECT

### *Improving Our Planning*

In early 2010, the SACOG Board of Directors adopted a new, draft growth projection for the region, prepared by Stephen Levy at the Center for Continuing Study of the California Economy. Although the revised forecast still calls for substantial growth in the Sacramento region compared to the other large metropolitan areas in the state, it has a slower growth rate than the current Metropolitan Transportation Plan (MTP2035). Projected population in 2035 has been reduced by 194,000 people, projected new jobs by 200,000 and projected new demand for housing units by 150,000.

Preliminary revenue projections for the next 25 years suggest that slower growth in the region and the state's chronic budget deficit will challenge us to meet critical transportation investment needs. Less than 20% of projected transportation revenues in the region will come from relatively stable federal sources so pressure may increase on local governments and transit districts to consider a series of new fees, more service reductions, and taxes that may pit transportation needs against other community investment needs and strain household budgets for those who can least afford it.

Less growth and less money to spend means that it is essential that the region make the very best decisions possible. The economic stress in the region necessitates top-rate decision making. The silver lining is that when economic abundance is the norm the lack of a sense of urgency can lead to subpar decision making. We do not have that luxury in the current environment. We must focus and align our priorities to ensure that every public investment delivers specific, measurable results. **Specific areas that the consortium, as part of SACOG's MTP Update, will work on include:**

- Advise on the development of a Sustainable Communities Strategy (SCS) that meets or exceeds the 7% by 2020 and 16% by 2035 greenhouse gas emissions reduction targets for the region established by the California Air Resources Board
- Develop strategies for economic development that create transit supportive land uses and new investment in Transit Priority Areas (TPAs), as defined in Senate Bill 375. As they are implemented, the strategies will serve multiple goals, including higher transit ridership and fare box recovery rates, and expanded housing, employment and quality of life for all segments of our region's population
- Expand the purposeful linkage between the MTP and the region's current housing plan, the Regional Housing Needs Plan (RHNP), to further optimize the cross-cutting impacts of the two documents
- For the first time, analyze the linkages between various local, state and federal housing production programs and the regional MTP and RHNP and better integrate these documents together
- Broaden the number and type entities participating in the region's sustainability and quality of life initiatives through the creation of the Sacramento Regional Consortium. Through this project, new stakeholders from water, sewer and electrical utilities will work with SACOG to assess and plan for sustainable communities.
- Expand the range of impacts that are analyzed, and the range of people who are involved in the process, as implementation plans are developed for the TPAs
- Comprehensively analyze the impacts on natural resources of the next MTP and integrate the MTP planning with the plans and regulatory processes of the federal resource agencies.
- Take maximum advantage of the CEQA regulatory streamlining benefits for higher density housing and mixed use projects that are available through SB 375.

### *Partnerships through the Sacramento Regional Consortium*

The Sacramento region has a proven track record of involving broadly representative groups of residents and stakeholders to develop and implement innovative regional plans. We will build on those successful strategies. At the outset of the current MTP cycle, SACOG met with 16 focus groups, including affordable housing; development; water; agriculture; education; state and federal agencies; goods and freight movement; climate action planners; environment and transportation advocates; social equity, public health and human services; clean energy; economy and philanthropy; faith- and community- based organizations; senior and aging populations; and redevelopment and community development to provide input on greenhouse gas targets, MTP scenarios, performance metrics, and provide advice on how to effectively involve their constituents in the process. SACOG followed the focus groups with nine subregional interactive workshops in October 2010 for the general public seeking input on three alternative SCS scenarios. All of that input will provide a broad and deep foundation to build upon when the project activities proposed here start in January 2011.

Future transportation funding decisions in the region represent one of the most direct leveraged resources that will make up the Regional Plan for Sustainable Development. SACOG expects its next MTP to determine approximately \$35 billion in local, regional, state and federally funded transportation investments through 2035. The Regional Plan for Sustainable Development will be enhanced through partnerships with public, private, and nonprofit sectors to examine issues of economic development, social equity, environmental protection, and sustainable growth. These partnerships will help build capacity and share knowledge across the region, with researchers and academics working to increase the region's awareness of its economic assets, and business and government working to develop strategies for activating economic potential.

### *Governance and Management Consortium Structure*

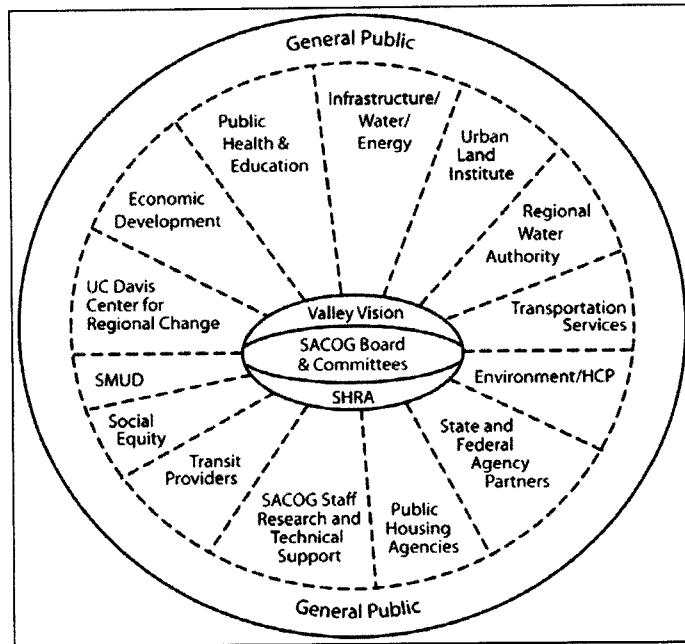
SACOG's Board of Directors is the decision-making body convening the Consortium and undertaking the work to develop the Sustainable Community Plan. The Consortium will be led by a Steering Committee representing a diversity of interest groups and experience to advise the project work plan. Throughout the project, stakeholders from a broad cross section of interests and members from the general public will be invited to monthly meetings of Sacramento Regional Consortium.

The diagram below illustrates that while the SACOG Board of Directors is the decision making body, the Sacramento Regional Consortium will be advised by a broad group of interests through regular meetings open to all stakeholders. Through the development of the Sustainable Community Plan, the SACOG region will be building the constituency that will ultimately make up the Sacramento Regional Consortium.

### *Consortium Roles*

The Consortium Steering Committee, on behalf of the entire Consortium, will regularly update the public and other interested entities about the work of the Consortium and its progress in developing and implementing Regional Plan for Sustainable Development through regular public meetings and other outreach activities. These meetings will be noticed to the full Consortium, but may only have the attendance of certain participants as meeting notes will be made publicly available. Noticing for meetings and correspondence shall be consistent with SACOG's PPP. Defining an effective method for input from social equity and environmental justice interests will be a particular focus of the Consortium from the outset.





**SACOG Board & Committees**  
elected officials from 28 local governments  
with input from local government staff

#### *Consortium Steering Committee Members*

**SACOG** will serve as the hub for coordinating the public, private, and nonprofit groups involved in executing the regional plan. Local government staff will be involved in the development of the work activities necessary to execute the Sustainable Community Plan. Local governments will also work on their end to continue the work necessary to implement the plan in their jurisdictions, through Transit Priority Area Action Plans and other mechanisms. SACOG will share input with participants of the Consortium observing the unique governance structure of partner agencies and organizations and informing all parties of the benefits of integrated planning.

**Sacramento Housing and Redevelopment Agency (SHRA)** serves as deputy project manager as we develop the Sustainable Community Plan. SHRA is a joint powers authority serving as the housing authority and redevelopment agency for the city and county of Sacramento and the leading public investor of affordable housing with residential and commercial revitalization activities in 16 redevelopment areas, a 2010 budget of \$269 million with 2,930 public housing units and 11,449 housing choice vouchers. Community development activities include economic development, affordable housing policy and production, and reinvestment in lower income communities to improve the quality of life for Sacramento's residents. SHRA will work within the consortium to facilitate collaboration between regional public housing authorities (PHAs), jurisdictions, and broader housing community to conduct the analysis of impediments to fair housing and most of the work elements needed to complete the Enhanced Regional Housing Plan.

**Valley Vision** is a nonprofit association working to secure the social, environmental and economic health of the Sacramento region. Founded in 1994, Valley Vision served as civic engagement partner with SACOG for the original Blueprint Visioning Project, the development of the Metropolitan Transportation Plan for 2035, and the Rural-Urban Connections Strategy. Valley Vision will develop key stakeholders who can help leverage critical regional economic assets including the Green Capital Alliance (a public-private partnership managed by Valley Vision), Sacramento Area Regional Technology Alliance, Sacramento Area Commerce and Trade Organization, the Sacramento Metro Chamber and all of our higher educational institutions (UC Davis, Sacramento State University, Los Rios Community College, Drexel University).

**Urban Land Institute (ULI)** is a nonprofit research and education organization serving as the preeminent, multidisciplinary real estate forum, for industry leaders and policy makers dedicated to creating better places. ULI will work within the consortium to ensure broad representation and active engagement of stakeholders with highest level of education around critical issues related to healthy communities from both the private development and public community perspectives. They will also publish the results of the TPA screening process and TPA Action Plan Development as a case study.

**The University of California, Davis Center for Regional Change (CRC)** actively works across disciplines to break down silos and bridge divides to address social, economic, political and environmental dimensions of sustainability on community and regional scales. CRC conducts critical work on place-making with youth and environmental justice groups including affordable housing advocates and developers, transportation advocates and providers, organized labor, the faith community, and ethnic and age-related organizations with focus on objectives including: diverse communities with fair access to jobs, schools, transportation, and quality housing; walkable and accessible neighborhoods; investment in existing communities and infrastructure; preservation of working farms and ranches; and clean air, water and fresh food options. The CRC has core competencies in GIS and community-based mapping of social equity and environmental justice indicators as well as multiple method analysis of regional change. CRC will work with both data and outreach staff providing guidance, analysis and recommendations for social equity performance measures, appropriate material development, and assistance in the development of public workshops that are meaningful, engaging, and inclusive of the hardest to reach populations.

**Regional Water Authority (RWA)** is a joint powers authority that serves and represents the interests of 21 water providers in the greater Sacramento, Placer, El Dorado and Yolo counties to help protect and enhance the reliability, availability, affordability and quality of water resources. RWA consolidated several regional associations to promote collaboration and provide a unified voice on Northern California water issues including significant programs and services on a regional scale, for water efficiency, best management practices, and implementation of the American River Basin Regional Conjunctive Use Program. RWA's forward focus is on saving rate-payer dollars by pooling resources, providing a forum for regional policy development and collaboration, protecting surface water and groundwater rights to assure reliable future supplies, assistance with new state and federal regulations and security requirements, and developing and implementing a regional water master plan. RWA will facilitate participation from water purveyors, the sanitation district, electric utilities, as well as city and county jurisdictions in support of assessing adequate infrastructure and investment for high level of service to all parties in TPAs to encourage private and public investment in Sustainable Community Plan.

**The McKinley Group** has assisted SACOG with natural resource preservation work with the Placer County Conservation Plan and South Sacramento County Habitat Conservation Plan processes as they conduct negotiations with federal agencies ahead of their final environmental review. The McKinley Group was also instrumental in work with the U.S. Army Corps of Engineers (USACE) to secure American Recovery and Reinvestment Act and other funding to develop a comprehensive aquatic resources inventory for SACOG's six county region. The McKinley Group will work with USACE, the U.S. Environmental Protection Agency and the U.S. Fish and Wildlife Service to obtain final approval for the Six County Aquatic Resources Inventory. The approval will include an examination of permitting strategies that can increase the certainty of the federal permitting processes. The McKinley Group will also facilitate discussions on the SCS/MTP environmental review with the federal and state regulatory agencies, and help with the development of mitigation measures for the MTP Environmental Impact Report (EIR).

#### *Work Plan*

A key focus of the activities is to significantly increase the opportunities for the economic development in existing and future transit corridors, most of which are in the inner areas of the region. This activity is closely aligned with regional housing planning. As indicated earlier, the state now requires SACOG to execute the RHNP in a manner that is consistent with the SCS, a component of the MTP. The method for integrating the RHNP with the SCS must be adopted concurrently with the MTP, with the specific market rate and affordable housing

responsibilities for each of the 22 cities and six counties established by April 2012 and local government general plan housing elements amended for consistency no later than October 2013.

**Work Activity #1: Significantly increase opportunity for the construction of housing and employment opportunities in Transit Priority Areas in a manner that promotes social equity, inclusion, access to opportunity, public health, and neighborhood revitalization and reduces environmental impacts.**

#### *Overview*

The plan will maximize the performance benefits of higher amounts of housing and employment in TPAs in the SCS. We will use the grant funds to enhance and leverage the existing activities in the region's MTP update process. The enhancements to the MTP process will help the region build on the two pillars of Blueprint success: state-of-the-art information, and stakeholder-driven planning and robust public engagement.

#### **Task 1.1: Establish Performance Metrics**

Existing performance metrics will be reviewed and expanded to support analysis conducted for the range of possible TPAs to identify the unique characteristics of subareas. At a minimum, the later analysis will address the issues listed below, with performance metrics developed prior to analysis to provide consistency, objectivity and clarity. SACOG has much of these data already, and will work with other partners to incorporate new data and collectively determine appropriate metrics. Topic areas to be examined include the following: ***Land use characteristics, Demographic characteristics, Social equity and environmental justice considerations, Environmental issues, Housing, transportation & energy affordability, Employment and economic opportunities Infrastructure conditions*** (e.g., current capacity and condition of water, sewer, energy and transportation infrastructure and the capacity of each type of infrastructure to support planned levels of growth). The RWA and SMUD will provide the core data for this analysis.

**End Product:** Report Performance Metrics for the SCS/MTP and Sustainable Community Plan

#### **Task 1.2: Enhance Data and Analytical Tools**

After identifying the performance metrics, the region will use grant funds to enhance its data and analysis capacity at the fine-grain level for TPAs. Specifically, we will; ***Identify employment challenges and opportunities using*** a bottom up and top down analysis examining the existing employment conditions in the TPAs: ***Update market conditions information and apply I-PLACE<sup>3</sup> Return on Investment (ROI)*** analytical function to estimate the financial viability of various types of development. ***Assess needs of special populations*** working with the Center for Regional Change (CRC) to draw on existing research on youth, seniors, economically disadvantaged and disabled populations. ***Conduct social equity analysis*** incorporating the social equity and analysis into the MTP/SCS as an example for how analyses like these can be used to enhance integrated sustainability planning. ***Assess infrastructure deficiencies and the cost of needed upgrade*** working with RWA, SMUD, the Sacramento Regional County Sanitation District, and local governments to determine when infrastructure upgrades are needed and if, a vertical (underground) component can be added to the surface-level concept of "complete streets". ***Create visualization component for public input on land use modeling*** developing an open-source, web-based interface for a tool that looks at the connection between land use travel generation and detailed, micro-level land use characteristics: density, diversity, design, destination accessibility, demographics, and distance to transit (the "Ds").

**End Product:** Report on the enhanced tools development of Social Vulnerability, Environmental Justice Vulnerability, and Economic and Health Opportunity Indices and the analysis used to expand these tools for use in this project.

#### **Task 1.3: Conduct Screening Analysis to Select Transit Priority Areas**

We will work with the local Urban Land Institute (ULI) chapter to develop a charrette process that will be used to involve a broad range of stakeholders in applying the screening analysis and selecting at least four priority areas for more detailed implementation planning. ULI will also publish the results of this as a case study for national use. It is not possible to know in advance how the analysis will categorize the TPAs, but we expect there will be

some that show strong near- to mid-term potential because of existing infrastructure, higher land values or proximity to attractions such as jobs. Other TPAs may show high need and benefits from TPPs, but significant implementation challenges due to poor existing infrastructure, lower land values and lack of strong current amenities.

**End Product:** Report on Regional Equity Analysis applied to SACOG's Sustainable Community Strategy Report on the TPA Screening Process and Public Charrette

#### **Task 1.4: Prepare CEQA Analysis and Documentation**

We will work in partnership with local governments for the selected TPAs to conduct the analysis required to activate the CEQA regulatory reform benefits available through SB 375. This may include establishing standards of significance, evaluating the impacts and identifying mitigation measures as appropriate for 17 impact areas identified in Appendix G of the CEQA Handbook. These impacts include a wide range of topics, from transportation, air quality, hydrology/water quality and population/housing to cultural resources, noise and aesthetics. We will use grant funds to hire environmental consultants to work with SACOG and a team of contract and public agency attorneys to produce a CEQA document for TPPs that will not only directly benefit the region, but be a model for other regions in California whose SB375 implementation occurs later. Private developers interested in building higher density, mixed-use projects in the TPAs should receive the clear signal that the welcome mat is out for transit oriented development, with certainty, speed and cost required to get local entitlements to build in these areas substantially improved.

**End Product:** Draft EIR for SACOG SCS/MTP with Mitigation Measures

#### **Task 1.5: Develop Implementation Action Plans for Priority Areas**

The Implementation Action Plans will address all of the topic areas covered above. We will continue our work with the local ULI chapter to develop and implement a standardized methodology that can be applied to developing these plans. The plans may include recommended actions that a range of governmental and nongovernmental partners are encouraged to take alongside timelines identifying responsible parties, and financing options whenever possible. These implementation plans will include recommendations regarding how the work of this Work Activity will relate to SACOG's RHNP, the EIR for the SCS/MTP, and the MTP itself.

**End Product:** Report on Action Plans for the Transit Priority Areas including methodology for tracking measures of equity through the plan implementation.

### **Work Activity #2: Improve the integration of the housing, land use and transportation components of region's consolidated, transportation and sustainable community plans.**

#### *Overview*

State-mandated regional and local housing plans represent the current regional housing plan. The Blueprint principles have been instrumental in this plan and resulted in coordination between the growth allocation of the adopted MTP, the RHNP, and local housing elements. Although the region has made great strides toward equitable and fair regional housing planning we see key areas of work to enhance this framework particularly to ensure sufficient affordable housing growth in the TPAs, as well as continued access to fair and equitable housing opportunities without discrimination in the region. To enhance regional housing planning, we will work in six areas:

#### **Task 2.1: Assessment of Existing Conditions**

Assess existing conditions, trends and barriers to equitable housing including analyzing the past patterns of affordable housing production and investments made within the region and their relation to transit, employment opportunity areas and other equity metrics.

**End Product:** Memo discussing affordable housing produced in relation to overall production; location analysis; view of housing investment concentrations in the region; recommendations for on-going collection and land use data.

#### **Task 2.2: Jobs-Housing Fit Tool**

We will develop a new methodology to assess how the cost of the housing planned compares to the wages from the jobs planned to be accessible from planned affordable housing in the region. We will work with PHAs to develop regionally appropriate metrics, and identify data sources to populate the new module. It will be pilot tested on the TPA priority areas, but applicable region-wide and available to other users across the country. Locally, we will work with PHAs to integrate this new jobs-housing fit into the planning for the Consolidated Plans within our region. Addressing jobs-housing fit was a key social equity recommendation of the SB 375 Regional Targets Advisory Committee. This tool will be an important part of the TPAs work in Work Activity #1 as well.

**End Product:** Report on the Development of Jobs Housing Fit Tool with CARB Subcommittee

#### **Task 2.3: Inventory Housing Policies and Funding**

Work with the state and local jurisdictions to inventory local housing policies and federal, state, and local funding priorities identified in but not limited to housing elements, PHA five-year plans, consolidated plans, analysis of impediments to fair housing, continuum of care or HEARTH systems, state's low-income housing tax credit and mortgage revenue bond allocation programs, local redevelopment implementation plans, inclusionary housing programs and housing trust fund programs. This analysis will be regional, but will describe TPA conditions specifically to support Work Activity #1.

**End Product:** Memo analyzing policy and programmatic consistencies and differences between jurisdictions and/or the State investment of housing resources in TPA and high opportunity areas.

#### **Task 2.4: Job Accessibility and Transportation Cost Analysis**

Apply the SACSIM parcel level accessibility measures and transportation cost estimates from the housing information collected from the housing plans. A workshop on the results will collect input on how this analysis can inform required planning by the PHAs and local jurisdictions.

**End Product:** Jobs Accessibility and Transportation Cost Analysis for the SCS/MTP.

#### **Task 2.5: Regional Analysis of Impediments to Fair Housing**

Conduct a regional analysis of impediments (AI) to fair housing choice in coordination with the region's PHAs, jurisdictions

**End Product:** Memo documenting the Regional Analysis to Impediments to fair and equitable housing, focusing on access to TPA and high opportunity areas.

#### **Task 2.6: Enhanced Regional Housing Needs Plan (RHNP)**

In addition to the updated Regional Housing Needs Allocation methodology that will be adopted by the SACOG Board by the end of 2011, and applied in 2012, recommendations will be made on how each of the region's local housing plans can continue to create and preserve permanent accessible housing. Of particular focus will be policy, programmatic and funding strategies for addressing impediments to equity and fair housing; housing persons with disabilities and special needs and access to equitable housing in TPAs, employment and high opportunity areas. Plan outcomes would also include improved regional measurements on progress regarding the creation or preservation of a reasonable share of affordable housing in high opportunity neighborhoods.

**End Product:** Comprehensive regional housing plan that reflects strategies to address housing needs in jurisdictions housing plans and the analysis to impediments.

**Work Activity #3: Integrate natural resources planning with the Sustainable Community Plan to protect valuable environmental assets and increase housing opportunities near employment centers**

*Overview*

There are a number of important ways that the natural resources analysis will be enhanced for the SCS and the MTP Update. SB 375 requires that SACOG use the best available data to analyze and consider the impacts of its SCS/MTP on a wide variety of resource areas. The definition of natural resource areas, in part, covers habitat conservation plans, natural community conservation plans, habitat for species covered by state and federal endangered species acts, agricultural lands, and lands subject to flooding. SACOG was instrumental in securing funding through USACE for a regional Aquatic Resources Inventory, which is under final review will be directly useful to this required natural resources analysis.

**Task 3.1: Secure Federal Agency Approval for Final Inventory of Natural Resources**

SACOG has an extensive GIS inventory of natural resources in the region. SACOG has coordinated with federal and state agencies for a number of years, in part through the NEPA streamlining process, to ensure our data are up to date. We will continue review with the federal agencies on our natural resource information and the new Six-county Aquatic Resources Inventory to ensure that they are satisfied that the final database and any associated permitting strategies represent state-of-the-art data sufficient for policy making decisions.

**End Product:** Working Paper documenting the Natural Resource Inventory Federal and State Permitting Strategies that will use the Six-County Aquatic Resources Inventory.

**Task 3.2: Develop Tool to Measure Natural Resource Impacts of Alternative SCS Scenarios**

The impacts to natural resource lands will be included in the environmental review for the alternatives that are reported and considered in the process of arriving at a preferred SCS/MTP. I-PLACE<sup>3</sup>S currently calculates the impacts of alternative scenarios on natural resources, but it does not have any pre-established indicators that are able to report those results automatically.

**End Product:** Memo on the Methodology used to develop the GIS Measurement Tool

**Task 3.3: Continue Integration with Habitat Conservation Plans**

SACOG will continue its efforts, especially in Placer and Sacramento counties, to ensure that the HCPs and SCS/MTP are consistent and integrated with each other. This will include on-going participation on various working committees of both projects and work with the three primary federal resources agencies to work towards successful completion of these planning efforts. Particular attention will be placed on ensuring that USACE and USEPA Clean Water Act issues are adequately addressed in the documents so that both comprehensive environmental protection and development streamlining benefits are available for projects consistent with the HCP.

**End Product:** Working memo on how the Six-County Aquatic Resources Inventory will be used in each of the conservation plan processes.

**Task 3.4: Prepare Analysis for Preferred Alternative, Including Mitigation Measures**

All prior data and analysis in this work activity will be considered in the development of the preferred SCS/MTP and explained for comment through the draft CEQA EIR. It also seems certain that the CEQA document will include mitigation measures related to these natural resources areas. We will work with the Interagency Partnership agencies as well as USACE, EPA, and U.S. Fish and Wildlife Service in the development of these mitigation measures. These mitigation measures provide a prime opportunity for deep alignment of local, regional and federal priorities.

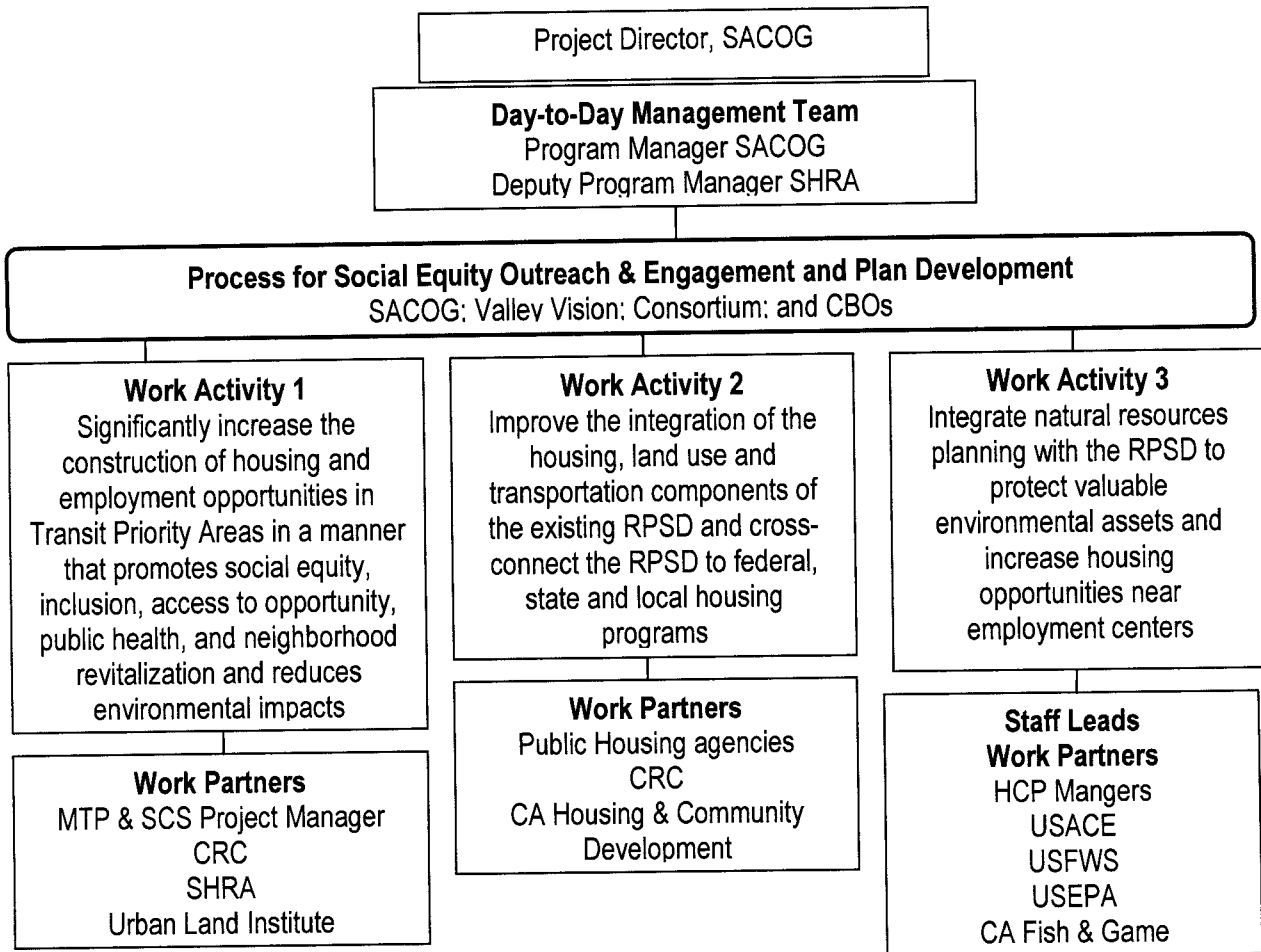
**End Product:** Memo documenting comments received on the draft mitigation measures.

**Task 3.5: Report on Integrating SCS with Draft Council on Environmental Quality (CEQ) Principles and Guidelines**

Throughout this analysis, we will continue to work closely with CEQ and the principal federal agencies involved in writing the Principles and Guidelines document to identify the cross-connections between that document, the SCS and the Interagency Partnership's Livability Principles. We will prepare a report setting forth those interrelationships, recommending any appropriate refinements to the draft Principles and Guidelines as well as recommendations to the Interagency Partnership regarding how these natural resources issues might be more fully integrated with the Interagency Partnership as it moves forward.

**End Product:** Report on Integration SCS/MTP with draft CEQ Principles and Guidelines.

### Project Organizational Chart



### Key Staff

**Mike McKeever**, Chief Executive Officer, SACOG

**Joe Concannon**, Data Services Manager, SACOG

**Monica Hernández**, Community Outreach Specialist, SACOG

**Lisa Bates**, Deputy Executive Director, Sacramento Housing and Redevelopment Agency (SHRA)

**Bill Mueller**, President and CEO, Valley Vision

**Dr. Jonathan London and Dr. Chris Benner**, Center for Regional Change, UC Davis

**Stacey McKinley**, Principal, The McKinley Group

**Allen K. Folks**, District Council Chair and Vice President, Urban Land Institute Sacramento; Principal, AECOM

## Project Schedule

The work plan is designed to execute a series of targeted activities designed to maximize the quality of the MTP, RHNP and develop on-going relationships and performance tracking programs to improve the region's policies and plans. The work will improve both the technical information as well as the chances for developing a political consensus around the policies and recommendations. This region is ready to develop our first Sustainable Community Plan to provide for more transportation choices, promote equitable, affordable housing, enhance economic competitiveness, support existing communities, coordinate policies that all public leverage investment through this new comprehensive and integrated approach to planning.

Monthly meetings of the Sacramento Regional Consortium that are outlined below will begin the process that builds this new integrated planning process.

- February 23 – Project Overview/MTP Workshop Results/Comments on Performance Measures & Working Group Development
- March 30 – Health and Built Environment/Comments on Equity Measures and Tool Development
- April 27 – Review of MTP Land Use, Transportation and Transit Priority Areas/Comments on Screening Criteria
- May 25 – Review of Transit Priority Area Screening/Comments on Environmental Justice
- June 22 – Review of EIR and Environmental Justice Analysis/Comments on Components of Transit Priority Action Plan Components

Project Implementation Schedule Plan for Sustainable Development Activities*		1/2011	2/2011	3/2011	4/2011	5/2011	6/2011	7/2011	8/2011	9/2011	10/2011	11/2011	12/2011	1/2012	2/2012	3/2012	4/2012	5/2012	6/2012
<b>1</b>	<b>Transit Priority Areas</b>																		
1.1	Establish Performance Metrics																		
1.2	Enhance Data & Analytical Tools																		
1.3	Conduct Screening Analysis to Select TPAs																		
1.4	Prepare CEQA Analysis and documentation																		
1.5	Develop Implementation Action Plans																		
<b>2</b>	<b>Enhance Housing Plans</b>																		
2.1	Assessment of Existing Conditions																		
2.2	Inventory Housing Policies & Funding																		
2.3	Regional Analysis of Impediments to Fair Housing																		
2.4	Jobs-Housing Fit Tool																		
2.5	Job Accessibility & Cost Analysis																		
2.6	Improved Regional Housing Needs Plan																		
<b>3</b>	<b>Natural Resources Planning</b>																		
3.1	Secure Federal Agency Approval for Final Inventory of Natural Resources																		
3.2	Develop Tool to Measure Natural Resources Impacts of Alternative SCS Scenarios																		
3.3	Continue Integration with Habitat Conservation Plans																		
3.4	Prepare Analysis for Preferred Alternative, including Appropriate Mitigation																		
3.5	Report on Integrating SCS with draft CEQ Principles & Guidelines																		



**ATTACHMENT D**  
**SACRAMENTO REGION CONSORTIUM**  
**SUSTAINABLE COMMUNITIES PLANNING GRANT PROJECT**

***Improving Our Planning***

In early 2010, the SACOG Board of Directors adopted a new, draft growth projection for the region, prepared by Stephen Levy at the Center for Continuing Study of the California Economy. Although the revised forecast still calls for substantial growth in the Sacramento region compared to the other large metropolitan areas in the state, it has a slower growth rate than the current Metropolitan Transportation Plan (MTP2035). Projected population in 2035 has been reduced by 194,000 people, projected new jobs by 200,000 and projected new demand for housing units by 150,000.

Given these revised growth projections SACOG, along with its 28 local governments, 13 transit operators and the State Department of Transportation is updating the financial plan that underpins the current MTP, and will form the foundation for the updated MTP. The region's recession has led to an unprecedented decline in local and state revenues for transportation and it is anticipated to have long-term impacts. Preliminary revenue projections for the next 25 years suggest that slower growth in the region and the state's chronic budget deficit will challenge us to meet critical transportation investment needs. Less than 20% of projected transportation revenues in the region will come from relatively stable federal sources so pressure may increase on local governments and transit districts to consider a series of new fees, more service reductions, and taxes that may pit transportation needs against other community investment needs and strain household budgets for those who can least afford it.

Less growth and less money to spend means that it is essential that the region make the very best decisions possible. The economic stress in the region necessitates top-rate decision making. The silver lining is that when economic abundance is the norm the lack of a sense of urgency can lead to subpar decision making. We do not have that luxury in the current environment. We must focus and align our priorities to ensure that every public investment delivers specific, measurable results. **Specific areas that the consortium, as part of SACOG's MTP Update, will work on include:**

- Develop and adopt a Sustainable Communities Strategy (SCS) that meets or exceeds the 7% by 2020 and 16% by 2035 greenhouse gas emissions reduction targets for the region established by the California Air Resources Board
- Develop strategies for economic development that create transit supportive land uses and new investment in Transit Priority Areas (TPAs), as defined in Senate Bill 375. As they are implemented, the strategies will serve multiple goals, including higher transit ridership and fare box recovery rates, and expanded housing, employment and quality of life for all segments of our region's population
- Specifically reassess the housing product mix in the current MTP to determine whether market, demographic and other considerations warrant further increases in the percentage of future housing built in an attached and small-lot, single family formats in order to create greater choice in the market
- Expand the purposeful linkage between the MTP and the region's current housing plan, the Regional Housing Needs Plan (RHNP), to further optimize the cross-cutting impacts of the two documents
- For the first time, analyze the linkages between various local, state and federal housing production programs and the regional MTP and RHNP and better integrate these documents together
- Broaden the number and type entities participating in the region's sustainability and quality of life initiatives through the creation of the Sacramento Regional Consortium. Through this project, new stakeholders from water, sewer and electrical utilities will work with SACOG to assess and plan for sustainable communities.

- Expand the range of impacts that are analyzed, and the range of people who are involved in the process, as implementation plans are developed for the TPAs
- Comprehensively analyze the impacts on natural resources of the next MTP and integrate the MTP planning with the plans and regulatory processes of the federal resource agencies.
- Take maximum advantage of the CEQA regulatory streamlining benefits for higher density housing and mixed use projects that are available through SB 375.

A regional compact development pattern will not be realized with just an inside-out strategy. An outside-in strategy also will be needed. The success of transit-supportive development in urban areas is dependent in part on the successful protection and conservation of the region's natural resources, and vice versa. Geographically, most of the natural resources, agricultural and water resources issues are on the current urban edge of the SACOG region. All of our analysis for the Blueprint and MTP indicates that smart growth in this region will require smart, new greenfield development as well as infill and redevelopment. The location of this greenfield development will determine whether we have leapfrog and sprawl development, or a concentrated urban pattern that is possible to efficiently serve with transit and other infrastructure. It is essential that the region succeed in completing these various natural resources planning efforts so that it is possible to enable both the adjacent urban development that is needed as well as protect the high value resources.

### ***Partnerships through the Sacramento Regional Consortium***

The Sacramento region has a proven track record of involving broadly representative groups of residents and stakeholders to develop and implement innovative regional plans. We will build on those successful strategies. At the outset of the current MTP cycle, SACOG met with 16 focus groups, including affordable housing; development; water; agriculture; education; state and federal agencies; goods and freight movement; climate action planners; environment and transportation advocates; social equity, public health and human services; clean energy; economy and philanthropy; faith- and community- based organizations; senior and aging populations; and redevelopment and community development to provide input on greenhouse gas targets, MTP scenarios, performance metrics, and provide advice on how to effectively involve their constituents in the process. These focus groups included a broad list of stakeholders, in part because we had been following the development of Sustainable Communities Partnership and its advance NOFA process with PolicyLink and agreed that its focus broad participation could help us improve our past involvement processes even further. SACOG followed the focus groups with nine subregional interactive workshops in October 2010 for the general public seeking input on three alternative SCS scenarios. All of that input will provide a broad and deep foundation to build upon when the project activities proposed here start in January 2011.

Future transportation funding decisions in the region represent one of the most direct leveraged resources that will make up the Regional Plan for Sustainable Development. SACOG expects its next MTP to determine approximately \$35 billion in local, regional, state and federally funded transportation investments through 2035. The Regional Plan for Sustainable Development will be enhanced through partnerships with public, private, and nonprofit sectors to examine issues of economic development, social equity, environmental protection, and sustainable growth. These partnerships will help build capacity and share knowledge across the region, with researchers and academics working to increase the region's awareness of its economic assets, and business and government working to develop strategies for activating economic potential.

The Consortium development process will build on SACOG's adopted Public Participation Plan (PPP) to design a process that is both inclusive and effective at providing input in a timely manner to impact the SCS and RHNP to be adopted by April 2012, and is consistent with state and federal requirements. The Consortium composition will include economic development, social equity, housing, infrastructure, transportation and other interests. Members of the public will be encouraged to participate in the Consortium across interest areas. Specific outreach will be made to Tribal governments in this region, to encourage participation on the Consortium.

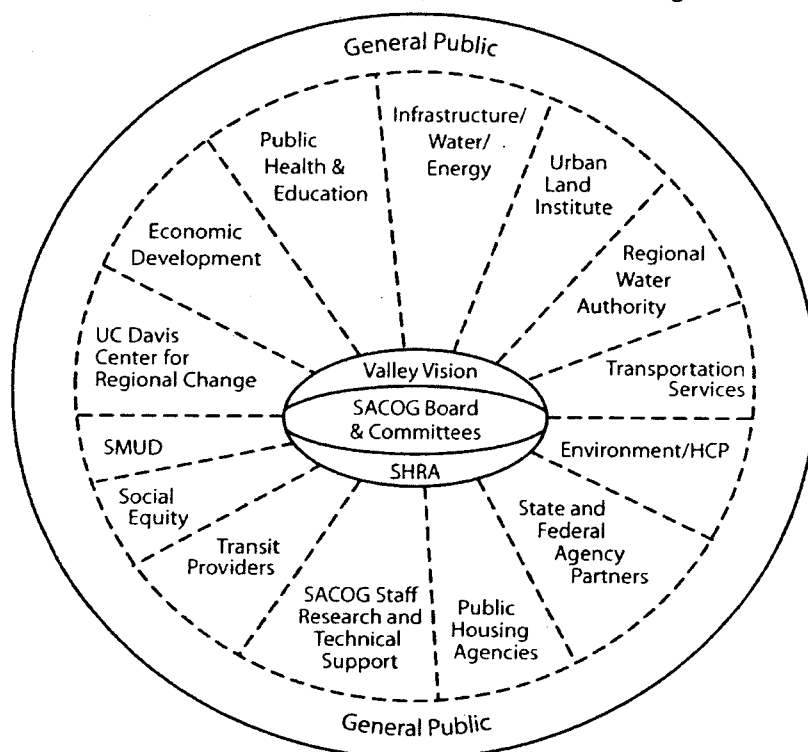
## Governance and Management

### Consortium Structure

SACOG's Board of Directors is the decision-making body convening the Consortium and undertaking the work to develop the Regional Plan for Sustainable Development. The Consortium will be led by a Steering Committee representing a diversity of interest groups and experience to advise the project work plan. Throughout the project, stakeholders from a broad cross section of interests and members from the general public will be invited to monthly meetings of Sacramento Regional Consortium. Members of the Consortium Steering Committee will summarize the progress to date and take comments on the next phase of work to develop the region's first Regional Plan for Sustainable Development. SACOG will develop and maintain an interactive website dedicated to communication the Consortium work activities—past, ongoing, and future. The website will include audio or video record of the meetings, documents related to project, meeting notes, work updates, and educational materials.

SACOG's Board of Directors consists of elected officials from 28 local governments including 22 cities and six counties, with three representatives from the county of Sacramento and two from the city of Sacramento, representing the greatest concentration of population for the region. The direct representation on the SACOG Board by local governments from each of the six counties and 22 cities is not always found in other councils of governments and MPOs around country. Each of SACOG's members will be asked to sign the Consortium agreement. The full SACOG Board supports this project and the project's geographic scope covers the full region. As a combined council of governments and MPO, SACOG provides services on behalf of all local governments to improve the quality of life in the Sacramento region.

The diagram below illustrates that while the SACOG Board of Directors is the decision making body, the Sacramento Regional Consortium will be advised by a broad group of interests through regular meetings open to all stakeholders. Through the development of the Regional Plan for Sustainable Development, the SACOG region will be building the constituency that will ultimately make up the Sacramento Regional Consortium.



**SACOG Board & Committees**  
elected officials from 28 local governments  
with input from local government staff

### ***Consortium Roles***

The Consortium Steering Committee, on behalf of the entire Consortium, will regularly update the public and other interested entities about the work of the Consortium and its progress in developing and implementing Regional Plan for Sustainable Development through regular public meetings and other outreach activities. These meetings will be noticed to the full Consortium, but may only have the attendance of certain participants as meeting notes will be made publicly available. Noticing for meetings and correspondence shall be consistent with SACOG's PPP. Defining an effective method for input from social equity and environmental justice interests will be a particular focus of the Consortium from the outset.

### ***Consortium Steering Committee Members***

**SACOG** will serve as the hub for coordinating the public, private, and nonprofit groups involved in executing the regional plan. Local government staff will be involved in the development of the work activities necessary to execute the Regional Plan for Sustainable Development. Local governments will also work on their end to continue the work necessary to implement the plan in their jurisdictions, through Transit Priority Area Action Plans and other mechanisms. SACOG will share input with participants of the Consortium observing the unique governance structure of partner agencies and organizations and informing all parties of the benefits of integrated planning.

**Sacramento Housing and Redevelopment Agency (SHRA)** serves as deputy project manager as we develop the Regional Plan for Sustainable Development. SHRA is a joint powers authority serving as the housing authority and redevelopment agency for the city and county of Sacramento and the leading public investor of affordable housing with residential and commercial revitalization activities in 16 redevelopment areas, a 2010 budget of \$269 million with 2,930 public housing units and 11,449 housing choice vouchers. Community development activities include economic development, affordable housing policy and production, and reinvestment in lower income communities to improve the quality of life for Sacramento's residents. SHRA will work within the consortium to facilitate collaboration between regional public housing authorities (PHAs), jurisdictions, and broader housing community to conduct the analysis of impediments to fair housing and most of the work elements needed to complete the Enhanced Regional Housing Plan.

**Valley Vision** is a nonprofit association working to secure the social, environmental and economic health of the Sacramento region. Founded in 1994, the organization is committed to regional problem-solving as well as impartial research for sound decision making. Valley Vision partners with a broad cross-section of the region's leadership from business, government, agriculture, the environmental community, organized labor, education, utilities and the nonprofit sector to develop coalitions, strategies and specific actions that improve quality of life in the Sacramento region. Valley Vision served as civic engagement partner with SACOG for the original Blueprint Visioning Project, the development of the Metropolitan Transportation Plan for 2035, and the Rural-Urban Connections Strategy. Valley Vision will develop key stakeholders who can help leverage critical regional economic assets including the Green Capital Alliance (a public-private partnership managed by Valley Vision), Sacramento Area Regional Technology Alliance, Sacramento Area Commerce and Trade Organization, the Sacramento Metro Chamber and all of our higher educational institutions (UC Davis, Sacramento State University, Los Rios Community College, Drexel University).

**Urban Land Institute (ULI)** is a nonprofit research and education organization serving as the preeminent, multidisciplinary real estate forum, for industry leaders and policy makers dedicated to creating better places. In the greater Sacramento area, ULI has assisted in the implementation of Transit Oriented Development with elected officials, public agency staff, agency commissioners, developers and others interested in creating change in our communities. ULI will work within the consortium to ensure broad representation and active engagement of stakeholders with highest level of education around critical issues related to healthy communities from both the private development and public community perspectives. They will also publish the results of the TPA screening process and TPA Action Plan Development as a case study.

**The University of California, Davis Center for Regional Change (CRC)** actively works across disciplines to break down silos and bridge divides to address social, economic, political and environmental dimensions of sustainability on community and regional scales. CRC conducts critical work on place-making with youth and environmental justice groups including affordable housing advocates and developers, transportation advocates and providers, organized labor, the faith community, and ethnic and age-related organizations with focus on objectives including: diverse communities with fair access to jobs, schools, transportation, and quality housing; walkable and accessible neighborhoods; investment in existing communities and infrastructure; preservation of working farms and ranches; and clean air, water and fresh food options. The CRC has core competencies in GIS and community-based mapping of social equity and environmental justice indicators as well as multiple method analysis of regional change. CRC will work with both data and outreach staff providing guidance, analysis and recommendations for social equity performance measures, appropriate material development, and assistance in the development of public workshops that are meaningful, engaging, and inclusive of the hardest to reach populations.

**Regional Water Authority (RWA)** is a joint powers authority that serves and represents the interests of 21 water providers in the greater Sacramento, Placer, El Dorado and Yolo counties to help protect and enhance the reliability, availability, affordability and quality of water resources. RWA consolidated several regional associations to promote collaboration and provide a unified voice on Northern California water issues including significant programs and services on a regional scale, for water efficiency, best management practices, and implementation of the American River Basin Regional Conjunctive Use Program. RWA's forward focus is on saving rate-payer dollars by pooling resources, providing a forum for regional policy development and collaboration, protecting surface water and groundwater rights to assure reliable future supplies, assistance with new state and federal regulations and security requirements, and developing and implementing a regional water master plan. RWA will facilitate participation from water purveyors, the sanitation district, electric utilities, as well as city and county jurisdictions in support of assessing adequate infrastructure and investment for high level of service to all parties in TPAs to encourage private and public investment in Regional Plan for Sustainable Development.

**The McKinley Group (McK)** has assisted SACOG with natural resource preservation work with the Placer County Conservation Plan and South Sacramento County Habitat Conservation Plan processes as they conduct negotiations with federal agencies ahead of their final environmental review. The McKinley Group was also instrumental in work with the U.S. Army Corps of Engineers (USACE) to secure American Recovery and Reinvestment Act and other funding to develop a comprehensive aquatic resources inventory for SACOG's six county region. The McKinley Group will work with USACE, the U.S. Environmental Protection Agency and the U.S. Fish and Wildlife Service to obtain final approval for the Six County Aquatic Resources Inventory. The approval will include an examination of permitting strategies that can increase the certainty of the federal permitting processes. The McKinley Group will also facilitate discussions on the SCS/MTP environmental review with the federal and state regulatory agencies, and help with the development of mitigation measures for the MTP Environmental Impact Report (EIR).

### **Work Plan**

A key focus of the activities is to significantly increase the opportunities for the economic development in existing and future transit corridors, most of which are in the inner areas of the region. This activity is closely aligned with regional housing planning. As indicated earlier, the state now requires SACOG to execute the RHNP in a manner that is consistent with the SCS, a component of the MTP. The method for integrating the RHNP with the SCS must be adopted concurrently with the MTP, with the specific market rate and affordable housing responsibilities for each of the 22 cities and six counties established by April 2012 and local government general plan housing elements amended for consistency no later than October 2013.

**Work Activity #1: Significantly increase opportunity for the construction of housing and employment opportunities in Transit Priority Areas in a manner that promotes social equity, inclusion, access to opportunity, public health, and neighborhood revitalization and reduces environmental impacts.**

#### *Overview*

The plan will maximize the performance benefits of higher amounts of housing and employment in TPAs in the SCS. We will use the grant funds to enhance and leverage the existing activities in the region's MTP update process. The enhancements to the MTP process will help the region build on the two pillars of Blueprint success: state-of-the-art information, and stakeholder-driven planning and robust public engagement.

The current MTP includes 163,000 acres of land within TPAs. In Fall 2010, SACOG held nine interactive workshops to gather input from residents, stakeholders and local governments on the pros and cons of three scenarios for the SCS. This past work will help to: refine the TPA component of the SCS for the MTP update, select priority areas within the TPAs to concentrate implementation planning and infrastructure investments, and develop Implementation Action Plans for at least four areas within the TPAs with a broadening range of stakeholders.

#### **Task 1.1: Establish Performance Metrics**

Existing performance metrics will be reviewed and expanded to support analysis conducted for the range of possible TPAs to identify the unique characteristics of subareas. At a minimum, the later analysis will address the issues listed below, with performance metrics developed prior to analysis to provide consistency, objectivity and clarity. SACOG has much of these data already, and will work with other partners to incorporate new data and collectively determine appropriate metrics.

- a. **Land use characteristics** (e.g., number/ type of dwellings and jobs; park and open space acres, schools). Both the top employers and top employment areas will be reviewed for accessibility by transit and auto travel to both current and forecasted households.
- b. **Housing, transportation & energy affordability** (i.e., share of income dedicated to these costs). The SACSIM transportation demand model will provide the consortium parcel level travel characteristics to help define the destinations that make up HUD's defined Livable Communities.
- c. **Demographic characteristics** (e.g., age, income, ethnicity, households with children). The UC Davis CRC will help apply and expand existing research on youth and social equity issues in the region that they have recently completed with funding from the Sierra Health Foundation and the California Endowment.
- d. **Infrastructure conditions** (e.g., current capacity and condition of water, sewer, energy and transportation infrastructure and the capacity of each type of infrastructure to support planned levels of growth). The RWA and SMUD, the region's primary electric utility, will provide the core data for this analysis.
- e. **Environmental issues** (e.g., brownfields, exposure to air pollutants) SACOG's transportation forecasting tools helped defined some of the national standards for air quality analysis of mixed land use areas. All of these tools will help support informed decisions in the project.
- f. **Social equity and environmental justice considerations** (e.g. concentrations of poverty, economic opportunity, housing choice, gentrification effects, levels of physical activity and body mass index)
- g. **Employment and economic opportunities** (e.g., employment centers, redevelopment districts)

**End Product:** Report Performance Metrics for the SCS/MTP - June 2011 (SACOG-1) (ULI-2)

## Task 1.2: Enhance Data and Analytical Tools

After identifying the performance metrics, the region will use grant funds to enhance its data and analysis capacity at the fine-grain level for TPAs. Specifically, we will:

- a. **Identify employment challenges and opportunities.** This will be both a bottom up and top down analysis. The existing employment conditions in the TPAs (i.e., types and wages of jobs available, employment levels of current residents) will be inventoried. Regional employment trends will also be inventoried to identify both challenges and opportunities for expanding good wage jobs in the TPAs. Key stakeholders will be asked for input into this process through the Economic Development Working Group of the Sacramento Regional Consortium
- b. **Update market conditions information and apply I-PLACE<sup>3</sup>S Return on Investment (ROI) analytical function to estimate the financial viability of various types of development.** A key test will be the market viability of higher density, mixed-use products that would generate higher levels of transit ridership, especially 60 dwellings per acre and above. We will update the the ROI functionality of I-PLACE<sup>3</sup>S and use this and SACOG's Infrastructure Cost Model to inform the three consortium working groups.
- c. **Assess needs of special populations.** Working with the Center for Regional Change (CRC), we will draw on existing research on youth, seniors, economically disadvantaged and disabled populations. This analysis will also include comprehensive analysis of transportation needs, including paratransit and services provided by transit providers, transportation demand management organizations, and intelligent transportation systems programs.
- d. **Conduct social equity analysis.** Focusing growth in TPAs creates the potential to reduced total cost of living through savings in housing, transportation and energy costs. This work will incorporate the social equity and analysis into the MTP/SCS and serve as an example for how analyses like these can be used to enhance integrated sustainability planning. All indices described in Task 1.1 will specify the distribution of opportunities and vulnerabilities across the range of places (neighborhoods, communities, in urban, suburban and rural places) and a range of special needs populations (identified by race, ethnicity, socio-economic status, education, age, and other salient factors).
- e. **Assess infrastructure deficiencies and the cost of needed upgrades.** We will work with RWA, SMUD, the Sacramento Regional County Sanitation District, and local governments to create this analysis, which will also examine their methods of determining when to install infrastructure upgrades, in part to determine if a vertical (underground) component can be added to the surface-level concept of "complete streets". Many RWA members are updating infrastructure plans in conjunction with local plans and/or the Blueprint. This collaboration will allow the region to further integrate water, sewer and electrical infrastructure planning with land use and transportation planning efforts. RWA and its members will serve in an advisory capacity, providing infrastructure data and analysis, attending meetings throughout the project, and closely coordinating ongoing planning efforts to maximize the mutual benefits to the region.

Data availability will dictate which infrastructure components we examine; however, at a minimum, we will evaluate water, sewer, and electrical capacity and conditions. We will use various local and regional growth plans to determine the level of infill and redevelopment potential. Growth areas will be compared to existing capacity to determine which areas are ready for intensification, and which need new infrastructure to meet growth plans. This work will represent the first regional effort to comprehensively integrate infrastructure and growth planning.
- f. **Create visualization component for public input on land use modeling.** SACOG will develop an open-source, web-based interface for a tool that looks at the connection between land use travel generation and detailed, micro-level land use characteristics: density, diversity, design, destination accessibility, demographics, and distance to transit (the "Ds"). The Ds tool will allow the public to review the land

uses contained in the SCS and see how changes to those land uses change the travel characteristics and green house gas generated from that travel. As this tool was designed for use by California MPOs for their MTPs, the methodology used in this new visualization tool will be transferable to other regions across the country.

**End Product:** Report on the enhanced tools development of Social Vulnerability, Environmental Justice Vulnerability, and Economic and Health Opportunity Indices and the analysis used to expand these tools for use in this project. – August 2011 (CRC-1)(ULI-1)

### **Task 1.3: Conduct Screening Analysis to Select Transit Priority Areas**

We will work with the local Urban Land Institute (ULI) chapter to develop a system for analyzing all of this information and applying it to categorize the TPAs into phasing priorities (i.e., near-, mid- and longer-term opportunities). A ULI charrette process will be used to involve a broad range of stakeholders in applying the screening analysis and selecting at least four priority areas for more detailed implementation planning. ULI will also publish the results of this as a case study for national use. It is not possible to know in advance how the analysis will categorize the TPAs, but we expect there will be some that show strong near- to mid-term potential because of existing infrastructure, higher land values or proximity to attractions such as jobs. Other TPAs may show high need and benefits from TPPs, but significant implementation challenges due to poor existing infrastructure, lower land values and lack of strong current amenities.

The Screening Analysis will be the basis for selecting the TPAs to target implementation activities during the early years of SCS implementation. Development within the TPAs will occur over the 24-year life of the SCS. We anticipate a wide variety of conditions to be represented within the priority areas, helping to ensure the transferability of the results. Today, some of the areas meeting the definition of a TPA include:

- The nation's largest urban infill project (the Railyards adjacent to downtown Sacramento), with existing and planned light rail, urban streetcar, local and commuter buses, intercity rail and high-speed rail
- A prospective technology center and university village on and adjacent to Sacramento State University with existing light rail and buses, and a planned tram and/or streetcar
- Mixed-use development area near a community college and new health care center, with existing and planned light rail and bus
- Mixed-use development area near an emerging major employment center on an Air Force base reuse site with a burgeoning clean energy focus, with existing bus and planned Bus Rapid Transit
- Multiple planned mixed-use transit corridors in new master-planned communities near the region's second and third largest employment centers (suburban)
- Multiple corridors along aging auto-oriented corridors with existing light rail or planned higher capacity buses
- Underutilized and vacant land around multiple existing light rail stops serving economically distressed areas
- Multiple urban infill projects across the river from downtown Sacramento on a planned streetcar route
- Downtowns in smaller cities surrounded by the region's most economically productive farmland.

The screening analysis will be used to narrow the three alternative scenarios analyzed in the fall workshops and make final decisions on the substance of the SCS that will be analyzed in the EIR and presented to the SACOG board for adoption by April 2012.

**End Product:** Report on Regional Equity Analysis applied to SACOG's Sustainable Community Strategy – September 2011 (CRC-2);

Report on the TPA Screening Process and Public Charrette - September 2011 (ULI-3)



#### **Task 1.4: Prepare CEQA Analysis and Documentation**

We will work in partnership with local governments for the selected TPAs to conduct the analysis required to activate the CEQA regulatory reform benefits available through SB 375. This may include establishing standards of significance, evaluating the impacts and identifying mitigation measures as appropriate for 17 impact areas identified in Appendix G of the CEQA Handbook. These impacts include a wide range of topics, from transportation, air quality, hydrology/water quality and population/housing to cultural resources, noise and aesthetics. We will analyze and consider relevant programs of the Interagency Partnership for Sustainable Communities partners, such as EPA's WaterSense and Low Impact Development as part of the water impact analysis. State programs focused on analyzing air toxics from stationary and mobile sources will also be considered.

We will use grant funds to hire environmental consultants to work with SACOG and a team of contract and public agency attorneys to produce a CEQA document for TPPs that will not only directly benefit the region, but be a model for other regions in California whose SB375 implementation occurs later. Private developers interested in building higher density, mixed-use projects in the TPAs should receive the clear signal that the welcome mat is out for transit oriented development, with certainty, speed and cost required to get local entitlements to build in these areas substantially improved.

**End Product:** Draft EIR for SACOG SCS/MTP with Mitigation Measures – December 2011 (SACOG-8)

#### **Task 1.5: Develop Implementation Action Plans for Priority Areas**

The Implementation Action Plans will address all of the topic areas covered above. We will continue our work with the local ULI chapter to develop and implement a standardized methodology that can be applied to developing these plans. ULI will publish the results of this work as a model for others as well. The intent is for the methodology and outreach process to be transferable to future planning efforts in the region that extend beyond the areas covered in this project, as well as to other regions around the country. The plans may include recommended actions that a range of governmental and nongovernmental partners are encouraged to take. The plans will have timelines (see page 25), responsible parties, and financing options whenever possible. These implementation plans will include recommendations regarding how the work of this Work Activity will relate to SACOG's RHNP, the EIR for the SCS/MTP, and the MTP itself.

**End Product:** Report on Action Plans for the Transit Priority Areas including methodology for tracking measures of equity through the plan implementation. – June 2012 (CRC-3)

#### **Task 1.6: Develop Communications Plan for Grant Project**

This task was added following the grant award to clarify how the outreach for this grant project is connected to the outreach for the update of the MTP. Outreach activities under this project are primarily funded from the MTP Project. The plan will outline the development of the monthly Consortium meeting process and the four working groups that will develop content for the project.

**End Product:** Communications Plan for Sustainable Communities Planning Grant Project (SACOG-6)

**Work Activity #2: Improve the integration of the housing, land use and transportation components of region's consolidated, transportation and Regional Plan for Sustainable Developments.**

#### *Overview*

State-mandated regional and local housing plans represent the current regional housing plan. The Blueprint principles have been instrumental in this plan and resulted in coordination between the growth allocation of the adopted MTP, the RHNP, and local housing elements. Many of the local jurisdictions have further developed affordable housing programs including inclusionary zoning, housing trust funds and aggregation of local housing resources to optimize access to housing choice. Although the region has made great strides toward equitable and fair regional housing planning we see key areas of work to enhance this framework particularly to ensure sufficient affordable housing growth in the TPAs, as well as continued access to fair and equitable housing

opportunities without discrimination in the region. To enhance regional housing planning, we will work in six areas:

#### **Task 2.1: Assessment of Existing Conditions**

Assess existing conditions, trends and barriers to equitable housing including analyzing the past patterns of affordable housing production and investments made within the region and their relation to transit, employment opportunity areas and other equity metrics.

**End Product:** Memo discussing affordable housing produced in relation to overall production; location analysis; view of housing investment concentrations in the region; recommendations for on-going collection and land use data. - July 2011 (SHRA-1)

#### **Task 2.2: Inventory Housing Policies and Funding**

Work with the state and local jurisdictions to inventory local housing policies and federal, state, and local funding priorities identified in but not limited to housing elements, PHA five-year plans, consolidated plans, analysis of impediments to fair housing, continuum of care or HEARTH systems, state's low-income housing tax credit and mortgage revenue bond allocation programs, local redevelopment implementation plans, inclusionary housing programs and housing trust fund programs. This analysis will be regional, but will describe TPA conditions specifically to support Work Activity #1.

**End Product:** Memo analyzing policy and programmatic consistencies and differences between jurisdictions and/or the State investment of housing resources in TPA and high opportunity areas.- December 2011 (SHRA-2)

#### **Task 2.3: Jobs-Housing Fit Tool**

We will develop a new methodology to assess how the cost of the housing planned compares to the wages from the jobs planned to be accessible from planned affordable housing in the region. We will work with PHAs to develop regionally appropriate metrics, and identify data sources to populate the new module. It will be pilot tested on the TPA priority areas, but applicable region-wide and available to other users across the country. Locally, we will work with PHAs to integrate this new jobs-housing fit into the planning for the Consolidated Plans within our region. Addressing jobs-housing fit was a key social equity recommendation of the SB 375 Regional Targets Advisory Committee. This tool will be an important part of the TPAs work in Work Activity #1 as well.

**End Product:** Report on the Development of Jobs Housing Fit Tool with CARB Subcommittee – June 2011 (SACOG-2)

#### **Task 2.4: Job Accessibility and Transportation Cost Analysis**

Apply the SACSIM parcel level accessibility measures and transportation cost estimates from the housing information collected from the housing plans. A workshop on the results will collect input on how this analysis can inform required planning by the PHAs and local jurisdictions.

**End Product:** Jobs Accessibility and Transportation Cost Analysis for the SCS/MTP. – November 2011 (SACOG-3)

#### **Task 2.5: Regional Analysis of Impediments to Fair Housing**

Conduct a regional analysis of impediments (AI) to fair housing choice in coordination with the region's PHAs, jurisdictions

**End Product:** Memo documenting the Regional Analysis to Impediments to fair and equitable housing, focusing on access to TPA and high opportunity areas. Conduct a regional analysis of impediments (AI) to fair housing choice in coordination with the region's PHAs by gathering information that may be available in current AIs, housing elements, PHA plans, consolidated plans, Continuum of Care, redevelopment implementation plans and other information pertinent to fair housing. - January 2012 (SHRA-3)

#### **Task 2.6: Enhanced Regional Housing Needs Plan (RHNP)**

In addition to the updated Regional Housing Needs Allocation methodology that will be adopted by the SACOG Board by the end of 2011, and applied in 2012, recommendations will be made on how each of the region's local housing plans can continue to create and preserve permanent accessible housing. Of particular focus will be policy, programmatic and funding strategies for addressing impediments to equity and fair housing; housing persons with disabilities and special needs and access to equitable housing in TPAs, employment and high opportunity areas. Plan outcomes would also include improved regional measurements on progress regarding the creation or preservation of a reasonable share of affordable housing in high opportunity neighborhoods.

**End Product:** Comprehensive regional housing plan that reflects strategies to address housing needs in jurisdictions housing plans and the analysis to impediments. – June 2012 (SHRA-4)

**Work Activity #3: Integrate natural resources planning with the Regional Plan for Sustainable Development to protect valuable environmental assets and increase housing opportunities near employment centers**

*Overview*

There are a number of important ways that the natural resources analysis will be enhanced for the SCS and the MTP Update. SB 375 requires that SACOG use the best available data to analyze and consider the impacts of its SCS/MTP on a wide variety of resource areas. The definition of natural resource areas, in part, covers habitat conservation plans, natural community conservation plans, habitat for species covered by state and federal endangered species acts, agricultural lands, and lands subject to flooding. SACOG was instrumental in securing funding through USACE for a regional Aquatic Resources Inventory, which is under final review will be directly useful to this required natural resources analysis.

**Task 3.1: Secure Federal Agency Approval for Final Inventory of Natural Resources**

SACOG has an extensive GIS inventory of natural resources in the region. SACOG has coordinated with federal and state agencies for a number of years, in part through the NEPA streamlining process, to ensure our data are up to date. However, the requirements of SB 375 are quite extensive in this area, and there will be a good deal of effort required to expand that inventory to cover all of the required topics. FEMA is regularly updating its floodplain maps in this region, so we need to update that inventory. Likewise, when the Aquatic Resources Inventory is completed it will be added to the SACOG GIS inventory. SACOG's RUCS project has developed extensive, state-of-the-art, parcel specific crop data. These data, along with soils and agricultural land classification data, will be included in the database. We will consult with federal agencies to ensure that they are satisfied that the final database represents state-of-the-art data sufficient for policy making decisions.

**End Product:** Working Paper documenting the Natural Resource Inventory Federal and State Permitting Strategies that will use the Six-County Aquatic Resources Inventory. - November 2011 (SACOG-4) (McK-1)

**Task 3.2: Develop Tool to Measure Natural Resource Impacts of Alternative SCS Scenarios**

The three land use/transportation scenarios we analyze in public workshops and our CEQA EIR will have varying amounts of development in TPAs, and therefore varying amounts of development in greenfield areas. This almost certainly will result in variable impacts on natural resources lands. These data will be included in the overall performance metrics for the alternatives that are reported and considered in the process of arriving at a preferred SCS/MTP. I-PLACE<sup>3</sup>S currently calculates the impacts of alternative scenarios on natural resources, but it does not have any pre-established indicators that are able to report those results automatically. That function is particularly important for using I-PLACE<sup>3</sup>S interactively in public meetings.

**End Product:** Memo on the Methodology used to develop the GIS Measurement – November 2011 (SACOG-5)

**Task 3.3: Continue Integration with Habitat Conservation Plans**

SACOG will continue its efforts, especially in Placer and Sacramento counties, to ensure that the HCPs and SCS/MTP are consistent and integrated with each other. This will include on-going participation on various working committees of both projects and work with the three primary federal resources agencies to work towards successful completion of these planning efforts. Particular attention will be placed on ensuring that

USACE and USEPA CWA issues are adequately addressed in the documents so that both comprehensive environmental protection and development streamlining benefits are available for projects consistent with the HCP.

**End Product:** Working memo on how the Six-County Aquatic Resources Inventory will be used in each of the CP processes. – April 2012 (McK-2b)

### Task 3.4: Prepare Analysis for Preferred Alternative, Including Mitigation Measures

All prior data and analysis in this work activity will be considered in the development of the preferred SCS/MTP and explained for comment through the draft CEQA EIR. It also seems certain that the CEQA document will include mitigation measures related to these natural resources areas. We will work with the Interagency Partnership agencies as well as USACE, EPA, and U.S. Fish and Wildlife Service in the development of these mitigation measures. These mitigation measures provide a prime opportunity for deep alignment of local, regional and federal priorities.

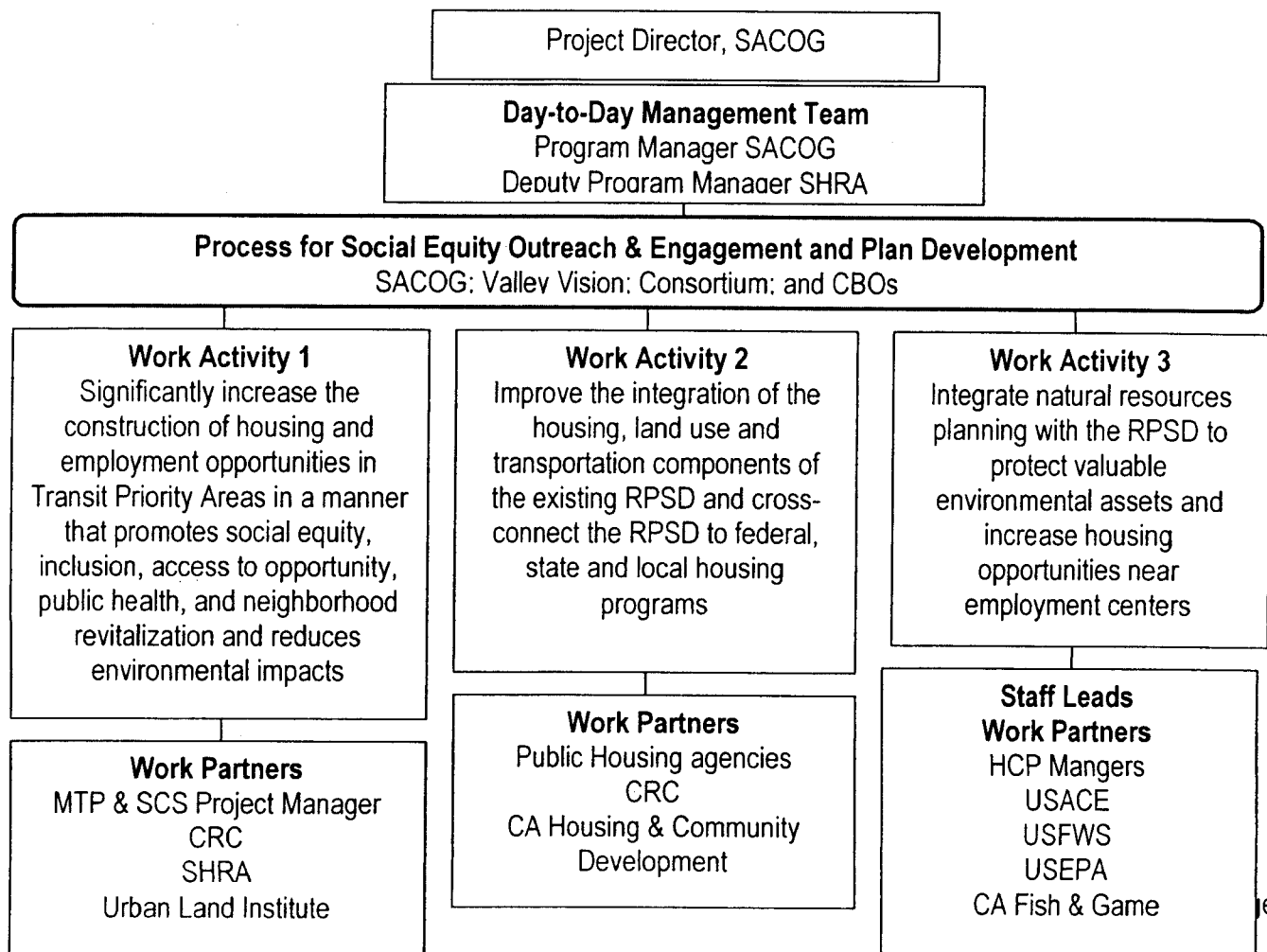
**End Product:** Memo documenting comments received on the draft mitigation measures -  
December 2011 (McK-2a) (McK-3)

### Task 3.5: Report on Integrating SCS with Draft Council on Environmental Quality (CEQ) Principles and Guidelines

Throughout this analysis, we will continue to work closely with CEQ and the principal federal agencies involved in writing the Principles and Guidelines document to identify the cross-connections between that document, the SCS and the Interagency Partnership's Livability Principles. We will prepare a report setting forth those interrelationships, recommending any appropriate refinements to the draft Principles and Guidelines as well as recommendations to the Interagency Partnership regarding how these natural resources issues might be more fully integrated with the Interagency Partnership as it moves forward. The Sacramento region can serve as a living laboratory pilot test for that draft document. The timing of the two processes aligns nearly perfectly. The CEQ has expressed an interest in working with SACOG at this level of detail to assist it in ground-truthing and refining its preliminary work. – April 2012 (McK-4)

**End Product:** Report on Integration SCS/MTP with draft CEQ Principles and Guidelines (McK-4)

#### Project Organizational Chart



## **Work Activity #4: Prepare and Deliver the Regional Plan for Sustainable Development**

### *Overview*

The final product for the project is the delivery of the Regional Plan for Sustainable Development. This plan will combine elements of the SCS/MTP, the improved Regional Housing Needs Plan, and strategies and needs uncovered through the planning process into a single view of the project outcomes.

### Key Staff

**Mike McKeever**, Chief Executive Officer, SACOG

**Joe Concannon**, Data Services Manager, SACOG

**Monica Hernández**, Community Outreach Specialist, SACOG

**Lisa Bates**, Deputy Executive Director, Sacramento Housing and Redevelopment Agency (SHRA)

**Bill Mueller**, President and CEO, Valley Vision

**Dr. Jonathan London and Dr. Chris Benner**, Center for Regional Change, UC Davis

**Stacey McKinley**, Principal, The McKinley Group

**Allen K. Folks**, District Council Chair and Vice President, Urban Land Institute Sacramento; Principal, AECOM

### *Project Schedule*

The work plan is designed to execute a series of targeted activities designed to maximize the quality of the MTP, RHNP and develop on-going relationships and performance tracking programs to improve the region's policies and plans. The work will improve both the technical information as well as the chances for developing a political consensus around the policies and recommendations. This region is ready to develop our first Regional Plan for Sustainable Development to provide for more transportation choices, promote equitable, affordable housing, enhance economic competitiveness, support existing communities, coordinate policies that all public leverage investment through this new comprehensive and integrated approach to planning.

Monthly meetings of the Sacramento Regional Consortium that are outlined below will begin the process that builds this new integrated planning process.

- February 23 – Project Overview/MTP Workshop Results/Comments on Performance Measures & Working Group Development
- March 30 – Demographic Trends/Working Groups/ Comments on Livability Principles and Equity Measures
- April 27 – Components of Complete Communities/MTP Land Use, Transportation and Transit Priority Areas/Comments on Screening Criteria
- May 25 – Review of Transit Priority Area Screening/Comments on Environmental Justice
- June 22 – Presentation on Transit Priority Project Sites/Comments on Components on Action Plan Components
- Other Meeting Topics for the remainder of the year will be announced a quarter before the meeting.

<b>Project Implementation Schedule Plan for Sustainable Development Activities*</b>		1/2011	2/2011	3/2011	4/2011	5/2011	6/2011	7/2011	8/2011	9/2011	10/2011	11/2011	12/2011	1/2012	2/2012	3/2012	4/2012	5/2012	6/2012
<b>1</b>	<b>Transit Priority Areas</b>																		
1.1	Establish Performance Metrics																		
1.2	Enhance Data & Analytical Tools																		
1.3	Conduct Screening Analysis to Select TPAs																		
1.4	Prepare CEQA Analysis and documentation																		
1.5	Develop Implementation Action Plans																		
<b>2</b>	<b>Enhance Housing Plans</b>																		
2.1	Assessment of Existing Conditions																		
2.2	Inventory Housing Policies & Funding																		
2.3	Jobs-Housing Fit Tool																		
2.4	Job Accessibility & Cost Analysis																		
2.5	Regional Analysis of Impediments to Fair Housing																		
2.6	Improved Regional Housing Needs Plan																		
<b>3</b>	<b>Natural Resources Planning</b>																		
3.1	Secure Federal Agency Approval for Final Inventory of Natural Resources																		
3.2	Develop Tool to Measure Natural Resources Impacts of Alternative SCS Scenarios																		
3.3	Continue Integration with Habitat Conservation Plans																		
3.4	Prepare Analysis for Preferred Alternative, including Appropriate Mitigation																		
3.5	Report on Integrating SCS with draft CEQ Principles & Guidelines																		
4.0	Prepare and Deliver the Regional Plan for Sustainable Development																		

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**BOARD OF SUPERVISORS  
COUNTY OF YUBA  
STATE OF CALIFORNIA**

IN RE:

AMENDED

RESOLUTION ESTABLISHING A ) RESOLUTION NO. \_\_\_\_\_  
 COMPENSATION REDUCTION )  
 FOR MANAGEMENT EMPLOYEES )  
 AND ELECTED OFFICIALS OF )  
 THE COUNTY OF YUBA. )

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**WHEREAS**, in an effort to reduce expenses for the 2011-2012 fiscal year, a review of permanent reductions that would reduce costs was undertaken by the County Administrator; and

**WHEREAS**, for Yuba County, the cost for providing health insurance, dental insurance and vision insurance is approximately nine million dollars for the upcoming fiscal year. The County presently pays 100% of the monthly premium for the employee only and 80% for an employee plus one or more dependents; and

**WHEREAS**, permanently decreasing the management employee and elected officials' employer paid share of health insurance premiums to ninety percent (90%) of the monthly premium for employee only and seventy percent (70%) for an employee plus one or more dependents is a permanent reduction that would reduce costs for the fiscal year 2011-2012 and future fiscal years.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Yuba, does hereby establish for management employees and elected officials that:

1. Effective July 1, 2011, the County will permanently decrease the amount of employer paid monthly health insurance premiums for all management employees. Specifically, the County will pay ninety percent (90%) of the monthly premium for the employee only and seventy percent (70%) for an employee plus one or more dependents for management employees and elected officials. The

percentage calculation for these amounts will be determined using, as the base, the monthly premium for PERS Choice Preferred Provider Plan (PPO), Bay Area Rate.

2. Effective, July 1, 2011, the Auditor-Controller is authorized to accept voluntary reductions for employee paid monthly health insurance premiums for the Auditor-Controller, Assessor, Treasurer-Tax Collector, Clerk-Recorder, Sheriff and District Attorney, and all members of the Yuba County Board of Supervisors, equivalent to the reductions for management employees.

**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:

\_\_\_\_\_  
Roger Abe, CHAIRMAN  
BOARD OF SUPERVISORS

ATTEST: Donna Stottlemeyer  
Clerk of Board of Supervisors

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

Angil Morris-Jones,  
COUNTY COUNSEL

By: *Pat Garamore*

# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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



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

**CODE ENFORCEMENT**  
280-11 749-5455 • 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

**PARKS AND RECREATION**  
749-5430 • Fax 749-5434

June 28, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS 

SUBJ: ESTABLISH POLICY ON PUBLIC WORKS PARTICIPATION IN THE PROPOSED LOWER YUBA RIVER PUBLIC ACCESS COALITION

### RECOMMENDATION:

For the Board of Supervisors to establish policy and provide direction on how the Board would like Public Works to proceed in participating in the proposed Lower Yuba River Access Coalition.

### BACKGROUND:

On May 5<sup>th</sup>, 2011, Public Works received an invitation from the Gold Country Fly Catchers to become a stakeholder in its plan to form the Lower Yuba River Public Access Coalition with the goal of improving public access to the Yuba River. A goal of the Coalition would be to give anglers continued access to the south side of the Yuba River from the Highway 20 bridge at Parks Bar westward to BLM property. This property is owned by Western Aggregates, but they have historically granted public access in this pursuit. The Coalition would endeavor to continue this understanding and further limit the unauthorized use of motorized vehicles through the property.

In addition, this Coalition would also be in support of a permanent boat launch access at or near the Highway 20 bridge for appropriate vessels in pursuit of angling opportunities.

### DISCUSSION:

If the Board wishes to support this endeavor, the Coalition asks that the County return the form attached to its original letter (attached to staff report).

During the Land Use & Public Works Committee discussion on this item, concerns were raised by Ms. Debbie Byrne, Chairman of the Yuba County Fish & Game Commission, on Public Works joining as a member of the Coalition. Ms. Byrne does not believe it is proper for any agency that will be weighing in on the project in the future (with permits, etc...) to be a "member" of a coalition with a stated goal. This would have the appearance of that governmental agency making a decision on a project without the proper public input.

Ms. Byrne indicated that the Fish and Game Commission has already decided to participate in the process by sponsoring meetings of the stakeholders involved in this project and will be following this issue closely. It is her recommendation that Public Works decline to participate in the Coalition as a "member," but continue to participate in the discussion of this issue through the Yuba County Fish and Game Commission. This would be a way of keeping Yuba County involved in the process without having to send staff to Coalition meetings, and would also alleviate any potential conflict of interest or perception issues.

COMMITTEE ACTION:

The Land Use & Public Works Committee forwarded to the Board for discussion with no recommendation.

FISCAL IMPACT:

If Public Works were to join the Coalition, there will be a small financial impact due to staff time participating in the meetings.



Date: May 5th, 2011

Re: Establishing a LOWER YUBA RIVER PUBLIC ACCESS COALITION

To: California Dept. of Fish and Game

Nevada Co. Fish and Wildlife Commission

Yuba Co. Fish and Game Commission

Yuba Co. Water Agency

Sierra Nevada Alliance

Yuba Co. Public Works

USFWS

Nevada County Board of Supervisors

NCCFFF

NCCFFF Clubs

My name is John Felde and as the chairman of the Conservation Committee of the Gold Country Fly Fishers, I am writing on behalf of the club. The club is located in Nevada County and consists of approximately 170 members. The Lower Yuba River is our home waters.

We have concerns over angler public access to the Lower Yuba as it serves as a major fishing location for both local residents and those who come from more urban areas like Sacramento and the San Francisco Bay area. This river has a long history as a favored fishing location,

particularly for fly fishers. Its fishery is well known and its quality is unparalleled in central California.

In recent years access for the public has become more and more restricted from Englebright Dam downstream to Marysville. The last vestige of historical public access is now from the Highway 20 Bridge to the BLM lands on the south side of the river. We recognize that Western Aggregate owns the land, but they have allowed access here for many years from Hammonton Road to the river. We share their concerns over inappropriate use of the land by ATVs and other motorized vehicles, and would like the opportunity to develop a shared access settlement for anglers.

Toward that end, we are interested in forming the LOWER YUBA RIVER PUBLIC ACCESS COALITION, a group of stake holders that are interested in maintaining public access for walk and wade fishing. Additionally, we support a permanent boat launch access at or near the Highway 20 Bridge, as this has long been a location that both guides and unattached anglers use for launching drift boats and other suitable watercraft. Therefore, we are soliciting your participation as a member of this coalition and your support of retaining public access.

If your organization is interested in being a part of this important opportunity to prevent privatization of access to a long established publicly owned waterway and ensure public access for fishing and other recreation uses, please complete the form below and mail it to Gold Country Fly Fishers.

Members will receive a list of participants via e-mail.

Very sincerely yours,

John Felde

Conservation Chair

Gold Country Fly Fishers

Name of Organization \_\_\_\_\_

President or Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_

Address of Organization \_\_\_\_\_

E-mail Address \_\_\_\_\_

Mail to:

Gold Country Fly Fishers

P. O. Box 2988

Grass Valley, Ca. 95945

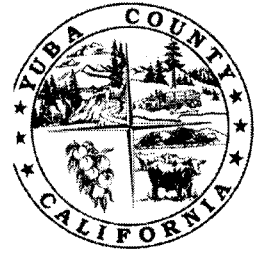
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# Yuba County Library

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

281-11



To: Board of Supervisors  
From: Kevin Mallen – CDSA Director   
Date: June 28<sup>th</sup>, 2011  
Subject: Interim Hours of Operation for the Library

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## **Recommendation:**

Adopt the following schedule of hours open to the public for the Yuba County Library, starting July 5<sup>th</sup>, 2011 and ending December 31<sup>st</sup>, 2011:

<b>Mondays</b>	<b>Closed</b>
<b>Tuesdays</b>	<b>10:30am to 6:00pm</b>
<b>Wednesdays</b>	<b>10:30am to 6:00pm</b>
<b>Thursdays</b>	<b>12:00pm to 6:00pm</b>
<b>Fridays</b>	<b>12:00pm to 6:00pm</b>
<b>Saturdays</b>	<b>10:30am to 6:00pm</b>
<b>Sundays</b>	<b>Closed</b>

## **Background:**

The Library's current hours open to the public, are 11:00am to 7:00pm on Tuesday, Wednesday, and Thursday, 10:00am to 6:00pm on Friday and Saturday, and closed Sunday and Monday. This adds up to 40 hours each week and library services are supported by a significantly reduced staff that also works 40 hours each week. Due to the current number of staff, all staff are needed during hours the Library is open to the public. The result has been no time for staff to work directly on projects outside of hours open to the public to improve operations and overall functionality of the Library.

## **Discussion:**

The desire of reducing the open hours of the Library to the public for the next six months, is to allow staff time to focus on projects, such as assessing the collection and weeding, shelf reading, checking the computerized records of the materials in the library, as well as an overall reorganization of "behind the scenes" area of the Library to

improve efficiencies. These projects will be in conjunction with the anticipated technology improvements that will occur at the Library, which include: new public use computers and supporting network, software to automate the use of public computers, automated checkout of Library materials and automated print and copy of materials from the public use computers.

In December of this year, we will return to report on the status and successes of the various projects and provide a recommendation to the Board at that time on Library hours for January 2012.

**Committee Action:**

This item has been previously discussed by the Board in conjunction with the interim management of the Library by the CDSA Director.

**Fiscal Impact:**

None.

# 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**

286-11

JUNE 28, 2011

**TO:** YUBA COUNTY BOARD OF SUPERVISORS

**FR:** STEVEN L. DURFOR, SHERIFF-CORONER *[Signature]*

**RE:** PUBLIC HEARING PURSUANT TO §29550 OF THE CALIFORNIA GOVERNMENT CODE RELATING TO BOOKING FEES

## **Recommendation**

Request the Board hold a public hearing pursuant to §29550 of the California Government Code relating to booking fees and consider an increase in the current booking fee.

## **Background**

The booking fee was intended to permit a county to recoup its actual costs associated with the booking and other processing of persons arrested by peace officers and brought to the county jail for booking or detention. In 1999, the Legislature took action to continuously appropriate funding to backfill cities and qualified special districts for their costs associated with paying booking fees to Counties. On July 1, 2007, the backfill to cities and special districts ceased and a new alternative to the booking fee structure became operative whereby counties, subject to an appropriation by the state – received \$35 million directly in local detention facility revenue accounts. Under the new booking fee alternative, the following applies:

- In the event that the state appropriates less than \$35 million in any given year, counties would have the option of reverting to the existing booking fee structure in Section 29550 of the California Government Code to collect fees at the rate in place on June 30, 2006, escalated by the California Consumer Price Index plus one percent, compounded annually – in proportion to the level of under appropriation.

Counties would be permitted to charge a jail access fee for certain low-level offenses (i.e. municipal code violations and certain non-serious misdemeanors), if a jurisdiction were to exceed its prior three-year average for that defined universe of offenses. The rate charged shall not exceed the actual cost of booking an arrested person into the local detention facility.

In 2009, the funding for booking fees changed from a state general fund appropriation to an allocation from the volatile Vehicle License Fee. Due to consistent shortfalls in vehicle license revenues, the County's receipts for booking fees are far below the amount previously anticipated. Though authorized by law, we have not charged a fee to cover the gap in funding.

The Governor's budget for FY 2011/2012 does not provide for a general fund appropriation for the booking fee and the vehicle license fee increase sunsets June 30<sup>th</sup>, 2011. An extension of the additional vehicle license fee must be approved by the voters and placing the matter on the June ballot has been abandoned. As it appears the State will no longer fund the booking fee and I request the Board of Supervisors reinstitute charging the Cities for each booking at a rate that is in alignment with Government Code 29551.

**Discussion**

We have yet to establish the fee in accordance with Government Code 29551 as we would request to have MGT of America, Inc., conduct the cost analysis in order to have a fair and defensible rate established. That rate has yet to be determined because we did not want to incur an unnecessary cost in the event the Board chose not to consider the fee; however, we anticipated the fee falling in the range of \$55-\$65. Pursuant to Government Code §29550, we provided written notice to the Marysville Police Department, Wheatland Police Department and the Yuba Community College Police Department of the public hearing on May 6, 2011. We also provided verbal notice to each of the above on May 5<sup>th</sup> and 6<sup>th</sup>, 2011.

**Committee Action:**

Due to a misunderstanding of how this action would be brought to the Board, there remains insufficient time for the committee to act.

**Fiscal Impact:**

The establishment of a booking fee will help offset the impact of the lack of a state general fund appropriation for booking fees and the sunset of the vehicle license fee increase.

**Attachments**

Government Code Sections 29550-29553

CALIFORNIA CODES  
GOVERNMENT CODE  
SECTION 29550-29553

29550. (a) (1) Subject to subdivision (d) of Section 29551, a county may impose a fee upon a city, special district, school district, community college district, college, or university for reimbursement of county expenses incurred with respect to the booking or other processing of persons arrested by an employee of that city, special district, school district, community college district, college, or university, where the arrested persons are brought to the county jail for booking or detention. The fee imposed by a county pursuant to this section shall not exceed the actual administrative costs, including applicable overhead costs as permitted by federal Circular A-87 standards, as defined in subdivision (d), incurred in booking or otherwise processing arrested persons. For the 2005-06 fiscal year and each fiscal year thereafter, the fee imposed by a county pursuant to this subdivision shall not exceed one-half of the actual administrative costs, including applicable overhead costs as permitted by federal Circular A-87 standards, as defined in subdivision (d), incurred in booking or otherwise processing arrested persons. A county may submit an invoice to a city, special district, school district, community college district, college, or university for these expenses incurred by the county on and after July 1, 1990. Counties shall fully disclose the costs allocated as federal Circular A-87 overhead.

(2) Any increase in a fee charged pursuant to this section shall be adopted by a county prior to the beginning of its fiscal year and may be adopted only after the county has provided each city, special district, school district, community college district, college, or university 45 days written notice of a public meeting held pursuant to Section 54952.2 on the fee increase and the county has conducted the public meeting.

(3) Any county that imposes a fee pursuant to this section shall negotiate a reduced fee with any city, special district, school district, community college district, college, or university within the county for any services that are performed by the arresting agency in the processing of arrestees that do not have to be duplicated by the county.

(4) This subdivision shall not apply to counties that are under a contractual agreement with a city, special district, school district, community college district, college, or university within the county that is subject to the fee.

(b) The exemption of a local agency from the payment of a fee pursuant to this subdivision does not exempt the person arrested from the payment of fees for booking or other processing.

(1) Notwithstanding subdivision (a), a city, special district, school district, community college district, college, or university shall not be charged fees for arrests on any bench warrant for failure to appear in court, nor on any arrest warrant issued in connection with a crime not committed within the entity's jurisdiction.

(2) Notwithstanding subdivision (a), a city, special district, school district, community college district, college, or university shall not be charged fees for a person who is ordered by a court to be remanded to the county jail except that a county may charge a fee to recover those direct costs for those functions required to book a person pursuant to subdivision (g) of Section 853.6 of the Penal Code.

(3) Notwithstanding subdivision (a), a city, special district, school district, community college district, college, or university shall not be charged fees for arrests made pursuant to arrest warrants originating outside of its jurisdiction.

(4) Notwithstanding subdivision (a), no fees shall be charged to a city, special district, school district, community college district, college, or university on parole violation arrests or probation-ordered returns to custody, unless a new charge has been filed for a crime committed in the jurisdiction of the arresting city, district, college, or university.

(5) An agency making a mutual aid request shall pay fees in accordance with subdivision (a) that result from arrests made in response to the mutual aid request except that in the event the Governor declares a state of emergency, no agency shall be charged fees for any arrest made during any riot, disturbance, or event that is subject to the declaration.

(6) Notwithstanding subdivision (a), no fees shall be charged to a city, special district, school district, community college district, college, or university for the arrest of a prisoner who has escaped from a county, state, or federal detention or corrections facility.

(7) Notwithstanding subdivision (a), no fees shall be charged to a city, special district, school district, community college district, college, or university for arrestees held in temporary detention at a court facility for purposes of arraignment when the arrestee has been previously booked at an entity detention facility.

(8) Notwithstanding subdivision (a), no fees shall be charged to a city, special district, school district, community college district, college, or university as the result of an arrest made by its officer assigned to a formal multiagency task force in which the county is a participant. For the purposes of this section, "formal task force" means a task force that has been established by written agreement of the participating agencies.

(9) In those counties where the cities and the county participate in a consolidated booking program and where prior to arraignment an arrestee is transferred from a city detention facility to a county detention facility, the city shall not be charged for those tasks listed in subdivision (d) that are a part of the consolidated booking program which were completed by the city prior to delivering the arrestee to the county detention facility. However, the county may charge the actual administrative costs for those additional tasks listed in subdivision (d) that are performed in order to receive the arrestee into the county detention facility. For the 2005-06 fiscal year and each fiscal year thereafter, the county may charge up to one-half of the actual administrative costs for those additional tasks listed in subdivision (d) that are performed in order to receive the arrestee into the county detention facility.

(c) Any county whose officer or agent arrests a person is entitled to recover from the arrested person a criminal justice administration fee for administrative costs it incurs in conjunction with the arrest if the person is convicted of any criminal offense related to the arrest, whether or not it is the offense for which the person was originally booked. The fee which the county is entitled to recover pursuant to this subdivision shall not exceed the actual administrative costs, including applicable overhead costs incurred in booking or otherwise processing arrested persons.

(d) When the court has been notified in a manner specified by the court that a criminal justice administration fee is due the agency:

(1) A judgment of conviction may impose an order for payment of the amount of the criminal justice administration fee by the convicted person, and execution may be issued on the order in the same manner as a judgment in a civil action, but shall not be enforceable by contempt.

(2) The court shall, as a condition of probation, order the convicted person, based on his or her ability to pay, to reimburse the county for the criminal justice administration fee, including applicable overhead costs.

(e) As used in this section, "actual administrative costs" include only those costs for functions that are performed in order to receive an arrestee into a county detention facility. Operating expenses of the county jail facility including capital costs and those costs involved in the housing, feeding, and care of inmates shall not be included in calculating "actual administrative costs." "Actual administrative costs" may include the cost of notifying any local agency, special district, school district, community college district, college or university of any change in the fee charged by a county pursuant to this section. "Actual

administrative costs" may include any one or more of the following as related to receiving an arrestee into the county detention facility:

- (1) The searching, wristbanding, bathing, clothing, fingerprinting, photographing, and medical and mental screening of an arrestee.
- (2) Document preparation, retrieval, updating, filing, and court scheduling related to receiving an arrestee into the detention facility.
- (3) Warrant service, processing, and detainer.
- (4) Inventory of an arrestee's money and creation of cash accounts.
- (5) Inventory and storage of an arrestee's property.
- (6) Inventory, laundry, and storage of an arrestee's clothing.
- (7) The classification of an arrestee.
- (8) The direct costs of automated services utilized in paragraphs (1) to (7), inclusive.

(9) Unit management and supervision of the detention function as related to paragraphs (1) to (8), inclusive.

(f) An administrative screening fee of twenty-five dollars (\$25) shall be collected from each person arrested and released on his or her own recognizance upon conviction of any criminal offense related to the arrest other than an infraction. A citation processing fee in the amount of ten dollars (\$10) shall be collected from each person cited and released by any peace officer in the field or at a jail facility upon conviction of any criminal offense, other than an infraction, related to the criminal offense cited in the notice to appear. However, the court may determine a lesser fee than otherwise provided in this subdivision upon a showing that the defendant is unable to pay the full amount. All fees collected pursuant to this subdivision shall be transmitted by the county auditor monthly to the Controller for deposit in the General Fund. This subdivision applies only to convictions occurring on or after the effective date of the act adding this subdivision and prior to June 30, 1996.

29550.1. Any city, special district, school district, community college district, college, university, or other local arresting agency whose officer or agent arrests a person is entitled to recover any criminal justice administration fee imposed by a county from the arrested person if the person is convicted of any criminal offense related to the arrest. A judgment of conviction shall contain an order for payment of the amount of the criminal justice administration fee by the convicted person, and execution shall be issued on the order in the same manner as a judgment in a civil action, but the order shall not be enforceable by contempt. The court shall, as a condition of probation, order the convicted person to reimburse the city, special district, school district, community college district, college, university, or other local arresting agency for the criminal justice administration fee.

29550.2. (a) Any person booked into a county jail pursuant to any arrest by any governmental entity not specified in Section 29550 or 29550.1 is subject to a criminal justice administration fee for administration costs incurred in conjunction with the arresting and booking if the person is convicted of any criminal offense relating to the arrest and booking. The fee which the county is entitled to recover pursuant to this subdivision shall not exceed the actual administrative costs, as defined in subdivision (c), including applicable overhead costs as permitted by federal Circular A 87 standards, incurred in booking or otherwise processing arrested persons. If the person has the ability to pay, a judgment of conviction shall contain an order for payment of the amount of the criminal justice administration fee by the convicted person, and execution shall be issued on the order in the same manner as a judgment in a civil action, but the order shall not be enforceable by contempt. The court shall, as a condition of probation, order the convicted person to reimburse the county for the criminal justice administration fee.

(b) All fees collected by a county as provided in this section and Section 29550, may be deposited into a special fund in that county which shall be used exclusively for the operation, maintenance, and construction of county jail facilities.

(c) As used in this section, "actual administrative costs" include only those costs for functions that are performed in order to receive an arrestee into a county detention facility. Operating expenses of the county jail facility including capital costs and those costs involved in the housing, feeding, and care of inmates shall not be included in calculating "actual administrative costs." "Actual administrative costs" may include any one or more of the following as related to receiving an arrestee into the county detention facility:

(1) The searching, wristbanding, bathing, clothing, fingerprinting, photographing, and medical and mental screening of an arrestee.

(2) Document preparation, retrieval, updating, filing, and court scheduling related to receiving an arrestee into the detention facility.

(3) Warrant service, processing, and detainer.

(4) Inventory of an arrestee's money and creation of cash accounts.

(5) Inventory and storage of an arrestee's property.

(6) Inventory, laundry, and storage of an arrestee's clothing.

(7) The classification of an arrestee.

(8) The direct costs of automated services utilized in paragraphs (1) to (7), inclusive.

(9) Unit management and supervision of the detention function as related to paragraphs (1) to (8), inclusive.

(d) It is the Legislature's intent in providing the definition of "actual administrative costs" for purposes of this section that this definition be used in determining the fees for the governmental entities referenced in subdivision (a) only. In interpreting the phrases "actual administrative costs," "criminal justice administration fee," "booking," or "otherwise processing" in Section 29550 or 29550.1, it is the further intent of the Legislature that the courts shall not look to this section for guidance on what the Legislature may have intended when it enacted those sections.

29550.3. (a) A city which books or processes persons to a jail administered by it and which does not otherwise incur an administrative fee from the county, may establish and collect an administrative fee for an arrested person pursuant to the same standards and procedures set forth in Section 29550.1.

(b) Any city whose officer or agent arrests a person is entitled to recover from the arrested person a criminal justice administration fee for administrative costs it incurs in conjunction with the arrest if the person is convicted of any criminal offense related to the arrest, whether or not it is the offense for which the person was originally booked.

(c) Any booking fee imposed pursuant to this section shall be charged to the person booked and not to the arresting entity.

(d) Nothing in this section shall be construed to limit the ability of any city to enter into agreements with other local arresting agencies authorizing the imposition of a criminal justice administration fee by that city upon those local arresting agencies for reimbursement of expenses incurred with respect to the booking or other processing of persons into a jail facility operated by that city.

29551. (a) The board of supervisors or city council of any county, city and county, or city that opts to receive funds pursuant to Section 29552 shall establish a local detention facility revenue account, on behalf of the sheriff or the official responsible for local detention facilities in the county, city and county, or city, into which shall be deposited funds paid by the Controller, pursuant to Section 29552. The funds in the local detention facility revenue



account shall be used exclusively for the purpose of operation, renovation, remodeling, or constructing local detention facilities and related equipment.

(b) (1) If an appropriation for the purposes specified in Section 29552 is made in any fiscal year, a county, city and county, or city, may charge a jail access fee to a local agency that exceeds the agency's three-year average number of nonfelony bookings for crimes listed in paragraph (2) at a rate not to exceed the actual cost of booking an arrested person into the local detention facility, for each booking in excess of the three-year average. A local agency's three-year average number of nonfelony bookings for crimes listed in paragraph (2) shall be recalculated each year. The jail access fee shall be calculated and paid on a monthly basis, and all revenue derived from the jail access fee shall be deposited into the local detention facility revenue account created pursuant to subdivision (a).

(2) Bookings for violations of each of the following shall be used to determine a local agency's three-year average:

(A) Municipal code violations.

(B) Misdemeanor violations, except driving under the influence offenses and domestic violence misdemeanor offenses, including enforcement of protective orders.

(c) Cities that operate Type One facilities within a county shall be eligible to receive funds from the county's local detention facility revenue account. Cities that operate Type One facilities and charged booking fees pursuant to Section 29550.3 during the 2006-07 fiscal year shall receive funds in an amount proportional to the number of persons booked into the city's Type One facility for which the city charged fees to the arresting agency.

(d) Except as provided in subdivisions (c) to (f), inclusive, of Section 29550 and subdivisions (a) to (c), inclusive, of Section 29550.3, every year in which at least thirty-five million dollars (\$35,000,000) is appropriated for the purposes of Section 29552, counties, cities and counties, and cities are prohibited from collecting fees pursuant to Sections 29550 and 29550.3 from other public entities. In any fiscal year in which the appropriation for the purposes of Section 29552 is less than thirty-five million dollars (\$35,000,000), a county, city and county, or a city may collect fees pursuant to Section 29550 and Section 29550.3 up to a rate, adjusted as provided in subdivision (e), in proportion to the amount that the amount appropriated is less than thirty-five million dollars (\$35,000,000).

(e) The maximum rate of the fee charged by each local agency pursuant to subdivision (d) shall be the rate charged as of June 30, 2006, pursuant to Section 29550 or 29550.3, increased for each subsequent fiscal year by the California Consumer Price Index as reported by the Department of Finance plus 1 percent, compounded annually.

(f) This section shall become operative on July 1, 2007.

29552. (a) (1) Commencing with the 2007-08 fiscal year, all counties and cities and counties that charged fees pursuant to Section 29550 and cities with Type One detention facilities that charged fees pursuant to Section 29550.3 during the 2006-07 fiscal year may apply to the Controller to receive funding provided pursuant to subdivision (b) that is equal to the fee revenue received by the county, city and county, or city during the 2006-07 fiscal year, to the extent that funding is appropriated therefore in the annual budget act or other appropriation legislation. If insufficient funds are appropriated to equal the full amount of fees received in the 2006-07 fiscal year, each county, city and county and city that applies for funding shall receive a share of the appropriated funds proportionate to the share of fees it received in the 2006-07 fiscal year compared to the statewide total reported to the Controller.

(2) The remaining portion of any amount appropriated for purposes of this section shall be paid proportionally to all counties, cities and counties, and cities based on the number of bookings within each county during the year previous to the current payment.

(b) The Controller shall allocate the funds authorized for the purposes of this section on a quarterly basis commencing October 1, 2009, to all eligible counties, cities and counties, and cities. Any city, county, or city and county that applies for funding pursuant to this section shall comply with all requests for information made by the Controller.

29553. Commencing with the 2009-10 fiscal year, the payments authorized by Section 29552 shall be fully funded from the Local Safety and Protection Account in the Transportation Tax Fund authorized by Section 10752.2 of the Revenue and Taxation Code. The Controller shall allocate 6.26 percent of the moneys annually deposited in the Local Safety and Protection Account for purposes of these payments.

# 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**

May 6, 2011

Chief Wallace Fullerton  
Marysville Police Department  
316 6<sup>th</sup> Street  
Marysville, CA 95901

Dear Chief Fullerton

This letter serves as written notice that a public meeting regarding an increase to the County jail access fee is scheduled for June 28, 2011 at 9:30 AM. The meeting will be at the regularly scheduled Yuba County Board of Supervisors meeting at the County Government Center, 915 8<sup>th</sup> Street, Marysville.

## **History of the Booking Fee and Jail Access Fee<sup>1</sup>**

The booking fee was intended to permit a county to recoup its actual costs associated with the booking and other processing of persons arrested by peace officers and brought to the county jail for booking or detention. In 1999, the Legislature took action to continuously appropriate funding to backfill cities and qualified special districts for their costs associated with paying booking fees to Counties. On July 1, 2007, the backfill to cities and special districts ceased and a new alternative to the booking fee structure became operative whereby counties, subject to an appropriation by the state – received \$35 million directly in local detention facility revenue accounts. Under the new booking fee alternative, the following applies:

- In the event that the state appropriates less than \$35 million in any given year, counties would have the option of reverting to the existing booking fee structure in Section 29550 of the California Government Code to collect fees at the rate in place on June 30, 2006, escalated by the California Consumer Price Index plus one percent, compounded annually – in proportion to the level of under appropriation.
- Counties would be permitted to charge a jail access fee for certain low-level offenses (i.e. municipal code violations and certain non-serious misdemeanors), if a jurisdiction were to exceed its prior three-year average for that defined universe of offenses. The rate charged shall not exceed the actual cost of booking an arrested person into the local detention facility.

## **FY 2011-2012 Jail Access Fee**

As you may be aware, in 2009, the funding for booking fees changed from a state general fund appropriation to an allocation from the volatile Vehicle License Fee. Due to consistent shortfalls in vehicle license revenues, the County's receipts for booking

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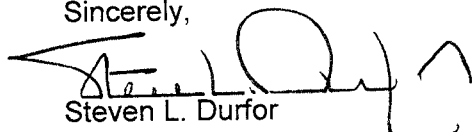
<sup>1</sup> Taken from the California State Association of Counties' Uniform Guidelines for the Implementation of Assembly Bill 1805 Concerning Changes to Jail Booking Fee Charges Effective July 1, 2007

fees are far below the amount previously anticipated. Though authorized by law, we have not charged a fee to cover the gap in funding.

The Governor's budget for FY 2011/2012 does not provide for a general fund appropriation for the booking fee and the vehicle license fee increase sunsets June 30<sup>th</sup>, 2011. An extension of the additional vehicle license fee must be approved by the voters and placing the matter on the June ballot has been abandoned. If the State no longer funds the booking fee, I will recommend the Board of Supervisors reinstitute charging the Cities for each booking at a rate that is in alignment with Government Code 29551.

If you have any questions, please feel free to contact Undersheriff Jerry Read at 530-749-7779.

Sincerely,



Steven L. Durfor  
Sheriff-Coroner

cc: County Administrator Robert F. Bendorf

# **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***

May 6, 2011

Chief Michael R. McCrary  
Wheatland Police Department  
413 Second Street  
Wheatland, CA 95692

Dear Chief McCrary:

This letter serves as written notice that a public meeting regarding an increase to the County jail access fee is scheduled for June 28, 2011 at 9:30 AM. The meeting will be at the regularly scheduled Yuba County Board of Supervisors meeting at the County Government Center, 915 8<sup>th</sup> Street, Marysville.

## **History of the Booking Fee and Jail Access Fee<sup>1</sup>**

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- Counties would be permitted to charge a jail access fee for certain low-level offenses (i.e. municipal code violations and certain non-serious misdemeanors), if a jurisdiction were to exceed its prior three-year average for that defined universe of offenses. The rate charged shall not exceed the actual cost of booking an arrested person into the local detention facility.

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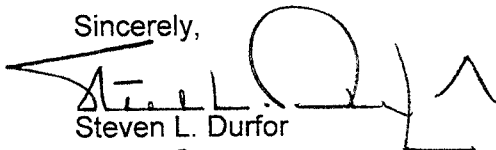
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If you have any questions, please feel free to contact Undersheriff Jerry Read at 530-749-7779.

Sincerely,



Steven L. Durfor  
Sheriff-Coroner

cc: County Administrator Robert F. Bendorf



# 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**

May 6, 2011

Yuba Community College Police  
ATTN: Officer James Markus  
2088 North Beale Road  
Marysville, CA 95901

Dear Officer Markus:

This letter serves as written notice that a public meeting regarding an increase to the County jail access fee is scheduled for June 28, 2011 at 9:30 AM. The meeting will be at the regularly scheduled Yuba County Board of Supervisors meeting at the County Government Center, 915 8<sup>th</sup> Street, Marysville.

## **History of the Booking Fee and Jail Access Fee<sup>1</sup>**

The booking fee was intended to permit a county to recoup its actual costs associated with the booking and other processing of persons arrested by peace officers and brought to the county jail for booking or detention. In 1999, the Legislature took action to continuously appropriate funding to backfill cities and qualified special districts for their costs associated with paying booking fees to Counties. On July 1, 2007, the backfill to cities and special districts ceased and a new alternative to the booking fee structure became operative whereby counties, subject to an appropriation by the state – received \$35 million directly in local detention facility revenue accounts. Under the new booking fee alternative, the following applies:

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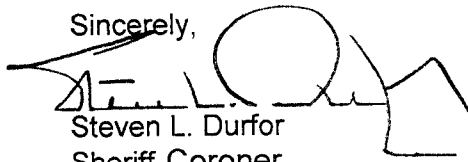
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If you have any questions, please feel free to contact Undersheriff Jerry Read at 530-749-7779.

Sincerely,



Steven L. Durfor  
Sheriff-Coroner

cc: County Administrator Robert F. Bendorf



BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

RESOLUTION AUTHORIZING THE )  
IMPOSITON OF BOOKING FEES )  
THROUGH THE YUBA COUNTY )  
SHERIFF'S DEPARTMENT )  
FROM ARRESTING AGENCIES )  
PURSUANT TO CALIFORNIA )  
GOVERNMENT CODE SECTION )  
29550 )  
\_\_\_\_\_ )

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

WHEREAS, the Board of Supervisors of the County of Yuba firmly believes that all residents have the right to live free from violence, crime and victimization and place a high importance upon public safety;

WHEREAS, the Yuba County Sheriff's Department's mission is to promote the health and safety of the community;

WHEREAS, the establishment of a booking fee may offset any impact resulting from funding changes by the state of California related to funding and reimbursement of booking fees;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Yuba hereby authorize the following:

- 1) A fee may be imposed upon a city, special district, school district, community college district or university for reimbursement of county expenses incurred with respect to the booking or other processing of persons arrested by an employee of that city, special district, school district, community college district or university pursuant to California Government Code Section 29550, where the arrested persons are brought to the county jail for booking or detention.
- 2) The fee imposed by County shall not exceed the actual cost, including applicable overhead costs as permitted pursuant to California Government Code Section 29550.

- 3) The fee amount shall be established pursuant to California Government Code Section 29551.
- 4) That all fees imposed pursuant to California Government Code Section 29550 shall be maintained and used in accordance with California Government Code Section 29550.

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

AYES:

NOES:


ABSENT:

\_\_\_\_\_  
Roger Abe, Chairperson

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

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

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

  
\_\_\_\_\_  
BY: THOMAS E. FORAN, DEPUTY COUNTY COUNSEL

*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



283-11

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

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

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

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

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

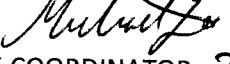

**PUBLIC WORKS • SURVEYOR**  
749-5420 • Fax 749-5424

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

**PARKS AND RECREATION**  
749-5430 • Fax 749-5434

June 28, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

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

SUBJ: ADOPT ORDINANCE REPEALING AND REENACTING CHAPTER 8.79 OF THE ORDINANCE CODE FOR HAMMON GROVE PARK AND SYCAMORE RANCH and ADOPT RESOLUTION TO ESTABLISH RESERVATION PROCESSING AND FEES AT HAMMON GROVE PARK AND SYCAMORE RANCH

### RECOMMENDATION:

The Board of Supervisors take action on the following two items:

Adopt the attached ordinance repealing and reenacting Chapter 8.79 of the Yuba County Ordinance Code relating to Hammon Grove Park and Sycamore Ranch.

Adopt the attached Resolution establishing reservation processing and fees at Hammon Grove Park and Sycamore Ranch.

### BACKGROUND:

As Public Works continues to improve upon Sycamore Ranch, demand continues to validate the investment your Board has made in outdoor recreation. As the popularity of Hammon Grove and Sycamore Ranch continues to rise, it is clear that the ordinance, as well as the fee resolution, should be refreshed to reflect the increased demand of these two showcase parks.

### DISCUSSION:

Although much of the proposed ordinance remains the same, notable changes proposed in Y.C.O.C. 8.79 include:

- Day Use Hours – Changed from fixed seasonal hours to 30 minutes before sunrise through 30 minutes after sunset. This will provide consistency as the length of day changes through the year.

- Overnight camping length of stay – No more than 21 days per every 30 days.
- Campground maximum occupancies – Six (6) persons per site, except group sites as follows:
  - Sycamore Group A – Sixty (60) persons
  - Sycamore Group B – Sixty (60) persons
  - Sycamore Group C – Seventy Two (72) persons
  - Sycamore Group D – Twenty (20) persons
- Organized Events.
- Parking restrictions in or around campsites.
- Third party vending upon County authorization.

In addition, as this ordinance revision retains the requirement for fees to be determined by Resolution, Public Works proposes the following for Sycamore Ranch:

Individual Site ("First Come, First Serve" – no reservations)	\$20.00	NIGHT
Group Site A (60 person capacity - must be reserved in advance)	\$200.00	NIGHT
Group Site B (60 person capacity - must be reserved in advance)	\$200.00	NIGHT
Group Site C (72 person capacity - must be reserved in advance)	\$250.00	NIGHT
Group Site D (20 person capacity - must be reserved in advance)	\$75.00	NIGHT

Historically, Hammon Grove was also been made available for overnight camping to various nonprofit organizations. However, because it is the intent to encourage overnight camping at neighboring Sycamore Ranch, it is proposed that the Board allow the Public Works Director to allow camping at Hammon Grove only in special circumstances and to set fees accordingly.

Day use reservations for use of the picnic pavilion at Hammon Grove would remain the same at:

		<i>0 - 4 HOURS</i>	<i>4+ HOURS</i>
<b>A</b>	½ of Large Built in BBQ and Four (4) Tables	\$25	\$45
<b>B</b>	½ of Large Built in BBQ and Four (4) Tables	\$25	\$45
<b>C</b>	Large Built in BBQ, Nine (9) Tables and Stage	\$45	\$85
	Optional Electricity for Packages A - C	\$25	\$25

#### COMMITTEE ACTION:

On June 21, 2011, the Land Use & Public Works Committee reviewed this item and recommended approval by the Board.

#### FISCAL IMPACT:

No impact to the General Fund. Revenue from the park and campground use will help defray the ongoing maintenance costs for the two parks.

BEFORE THE COUNTY OF YUBA  
BOARD OF SUPERVISORS

IN RE:

RESOLUTION ADOPTING A RESERVATION )  
PROCESS AND ESTABLISHING FEES AT )  
HAMMON GROVE AND SYCAMORE RANCH ) RESOLUTION NO. \_\_\_\_\_

WHEREAS, the County of Yuba has adopted Chapter 8.79 of the Yuba County Ordinance Code that allows the Board of Supervisors by resolution to adopt regulations and policies with respect to the use of Hammon Grove Park and Sycamore Ranch; and,

WHEREAS, charging a minimal fee for reserving certain day use and campground areas within Hammon Grove and Sycamore Ranch would help defray maintenance costs associated with increased park usage by persons and groups; and,

WHEREAS, Section 8.79.070 of the Yuba County Ordinance Code allows the Board of Supervisors to set the fees for organized events, daytime use, and overnight camping by resolution and that the fee schedule may require periodic revisions; and,

WHEREAS, Section 8.79.060 further allows the Board of Supervisors to designate a department or designee to issue permits for organized events;

NOW, THEREFORE, the Board of Supervisors of Yuba County does hereby adopt the following:

**A. Hammon Grove and Sycamore Ranch Group Reservation Process:**

1. Group day use and overnight camping reservations are confirmed at time of payment which can be made in person or by mail to the Yuba County Public Works Department, located in the Government Center at 915 8<sup>th</sup> Street, Suite 125, Marysville, CA 95901. Hours of operation are 8a.m. to 5p.m., Monday through Friday. NO RESERVATIONS CAN BE MADE OVER THE PHONE. Telephone inquiries concerning available dates should not be considered as confirmed reservations. All permits are issued on a first-come, first-served basis. All fees must be paid upon completion of a reservation by CASH OR CHECK ONLY. Please make checks payable to: YUBA COUNTY PUBLIC WORKS.

2. Facility reservations may be made for the current year beginning the first working day in January.
3. Group site reservations at Sycamore Ranch must be made and paid for at least one (1) week in advance.
4. Permit holders must immediately notify the Yuba County Public Works Department of any cancellations or changes.
5. When a cancellation is initiated, refunds will be processed as follows:
  - At least 30 days in advance . . . . . all but \$15 processing fee.
  - Less than 30 days in advance . . . . . NO REFUNDS

Refunds take approximately 4 weeks and will be sent by mail. Cancellations must be made in person or by mail with a copy of the permit or proof of identification. Any changes that a permit holder wishes to make to a reservation must be done in person at the Yuba County Public Works Department.

6. If a permit holder is unable to use the facility due to inclement weather conditions, contact must be made with Yuba County Public Works Department on the next business day after the scheduled event to receive a refund. A refund cannot be given if notification is not made within the next business day. Refunds are the full amount less a \$15 processing fee. Refunds take approximately 4 weeks and will be sent by mail
7. The person responsible for the conduct of an activity must sign the facility permit, e.g. school principal, president, owner, manager. Permit holder is responsible for the supervision and safety of all participants at this event. The permit must be kept at the facility during use and shown to anyone requesting verification.
8. Picnic facilities will be clean and ready for permit holder by 9 a.m. We cannot guarantee their condition after 9 a.m. Permit holder is responsible for leaving area clean on departure.
9. During periods of major construction or due to emergency repairs and maintenance, the Yuba County Public Works Department reserves the right to cancel or reschedule permits.
10. The permit holder should always attempt to resolve any reservation conflict with caretaker. In the event the permit holder is unsuccessful in resolving the conflict, please notify Public Works at 749-5420 during normal business hours or the Sheriff's Department at 749-7777 outside business hours.
11. Organized events or overnight camping are available in designated areas for groups meeting ordinance criteria, with advance approval from the Yuba County Board of Supervisors or a designee thereof.
12. If a deposit was paid for an organized event/overnight camping reservation, a refund will be issued minus any damages or cleanup charges. Refunds take approximately 4 weeks and will be sent by mail.

#### **B. Sycamore Ranch Individual Campsite Permits:**



1. Permits for individual campsites shall be issued on a daily basis onsite at Sycamore Ranch via a locked self service strongbox and upon receipt of CASH or CHECK ONLY made payable to YUBA COUNTY PUBLIC WORKS. Individual campsite permits are issued on a first come, first serve basis. Parties staying multiple days shall either pay for each day stayed in advance or renew daily. All individual campsite permits are final and non refundable.
2. Pursuant to Yuba County Ordinance Section 8.79.060, no person shall, without the prior written approval of the County, park more than two (2) motor vehicles or one (1) motor vehicle and one (1) boat or other trailer at any one (1) campsite.

**C. Fee Schedule(s):**

<b>Hammon Grove Day Use and Picnic Area</b>			
		<i>0 - 4 HOURS</i>	<i>4+ HOURS</i>
<b>A</b>	½ of Large Built in BBQ and Four (4) Tables	\$25	\$45
<b>B</b>	½ of Large Built in BBQ and Four (4) Tables	\$25	\$45
<b>C</b>	Large Built in BBQ, Nine (9) Tables and Stage	\$45	\$85
Optional Electricity for Packages A - C		\$25	\$25

<b>Hammon Grove Group Camping (Per Night)</b>	
<b>Special Event Only</b>	FEES TO BE DETERMINED BY THE PUBLIC WORKS DIRECTOR

<b>Sycamore Ranch Campsites (Per Night)</b>			
<b>Individual Site</b>	("First Come, First Serve" – no reservations)	\$	20.00 EA
<b>Group Site A</b>	(60 person capacity - must be reserved in advance)	\$	200.00 EA
<b>Group Site B</b>	(60 person capacity - must be reserved in advance)	\$	200.00 EA
<b>Group Site C</b>	(72 person capacity - must be reserved in advance)	\$	250.00 EA
<b>Group Site D</b>	(20 person capacity - must be reserved in advance)	\$	75.00 EA

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:

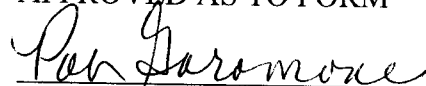
ABSTAIN:

\_\_\_\_\_, CHAIR

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

BY: \_\_\_\_\_

APPROVED AS TO FORM



ANGIL MORRIS-JONES  
COUNTY COUSEL

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE REPEALING AND RE-ENACTING YUBA COUNTY  
ORDINANCE CODE TITLE VIII, CHAPTER 8.79 RELATING TO HAMMON GROVE  
PARK AND SYCAMORE RANCH**

The following ordinance consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote:

AYES:

NOES:


ABSENT:

ABSTAIN:

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

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

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

  
\_\_\_\_\_  
APPROVED AS TO FORM  
ANGIL MORRIS-JONES

THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA  
DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper in the County of Yuba, State of California.

Section 2. Chapter 8.79 of the Yuba County Ordinance Code is hereby repealed and re-enacted in its entirety to read as follows:

**CHAPTER 8.79**  
**HAMMON GROVE PARK and SYCAMORE RANCH**

**Sections**

- 8.79.010 Purpose**
- 8.79.020 Common Description**
- 8.79.030 Prohibition of Certain Uses without Permit**
- 8.79.040 Hazardous Games Prohibited**
- 8.79.050 Hours**
- 8.79.060 Camping and Organized Events**
- 8.79.070 Fees**
- 8.79.080 Stopping, Standing or Parking**
- 8.79.090 Use of Boat Ramp**
- 8.79.100 Operations of Vehicles within Hammon Grove Park or Sycamore Ranch**
- 8.79.110 Animals in Hammon Grove Park or Sycamore Ranch**
- 8.79.120 Signs**
- 8.79.130 Alcoholic Beverages**
- 8.79.140 Glass Containers**
- 8.79.150 Vending and Peddling**
- 8.79.160 Fire Prevention**
- 8.79.170 Restrooms**
- 8.79.180 Trespassing**
- 8.79.190 Prohibited Acts**
- 8.79.200 Violations and Penalties**
- 8.79.210 Enforcement**

**8.79.010 Purpose.** Hammon Grove Park and Sycamore Ranch shall be used and maintained for the benefit and entertainment of the public generally, subject, however, to the restrictions and limitations contained in this chapter and such other regulations (including requirements for permits and the fees therefore) as the Board of Supervisors may adopt hereafter by resolution. The regulations set forth in this chapter shall apply to and be in full force and effect at Hammon Grove Park and Sycamore Ranch which are under the jurisdiction and control of the county. The regulations shall govern the use of such parks and the observance of these regulations shall be a condition under which the public may use the park and recreation areas. (Ord. #1237)

#### **8.79.020 Common Description.**

**Hammon Grove Park** - As used herein, the term "Hammon Grove Park" shall include that area within the County of Yuba, State of California, and more particularly described as follows:

That portion of the north ½ of Section 22, Township 16 North, Range 5 east, Mount Diablo Base and Meridian, beginning at a point on the southerly right of way line of California State Highway, Yuba-15-A, from which point the west quarter corner of said Section 22 bears S 74°10'50" W, 1622.47 feet; thence from said point of beginning along a curve to the right from a tangent that bears S 88°39'04" E with a radius of 4450 feet, through an angle of 3°20'34" a distance of 259.62 feet (the chord of which bears S 86°58'47" E, 259.61 feet); thence along the southerly right of way line of said State Highway S 85°18'30" E, 766.98 feet; thence S 23°51'15" W, 74.98 feet; thence S. 52°02'45" W., 559.05 feet; thence S 69°12'30" W, 309.70 feet; thence N 23°41'30" W, 653.92 feet to the point of beginning, containing 7.87 acres more or less; and Lots 5 and 8 of Section 22, Township 16 North, Range 5 East, M.D.M. according to Dependent Resurveys by the United States Department of the Interior, Bureau of Land Management, accepted July 24, 1997. (#1237)

**Sycamore Ranch** – As used herein, the term "Sycamore Ranch" shall include the area within County of Yuba, State of California, and more particularly described as follows:

Parcel 1:

Lot 4, Section 22, Township 16 North, Range 5 East, MDB&M.

Parcel 2:

Portion of the South half of the Northwest quarter of Section 22, Township 16 North, Range 5 East, MDB&M., and being more particularly described as follows:

Beginning at the one-quarter corner common to Sections 21 and 22, of said Township and Range; thence North 0 degrees 01 minutes 50 seconds West along the Westerly line of said Section 22, a distance of 211.80 feet to the centerline of the State Highway; thence along the centerline of the State Highway the following course and distances: North 67 degrees 21 minutes 30 seconds East, a distance of 333.84 feet to the beginning of a curve to the right with a radius of 2000 feet, and a central angle to 27 degrees 20 minutes a distance of 954.11 feet; thence South 85 degrees 18 minutes 30 seconds East to a point which is North 74 degrees 10 minutes East, a distance of 1622.74 feet and North 50 feet from the quarter corner common to Sections 21 and 22; thence South 50 feet to the Northwesterly corner of the land conveyed to the County of Yuba be deed recorded March 8, 1948, in Volume 119 of Official Records, Page 349 Yuba County records; thence South 23 degrees 41 minutes 30 seconds East along the Westerly line of the land conveyed to the County of Yuba, a distance of 490 feet to the East and West centerline of

Section 22; thence North 89 degrees 55 minutes 30 seconds West along said East and West centerline of said Section a distance of 1750 feet, more or less, to the point of beginning.

Parcel 3:

Northwest quarter of the Southwest quarter of Section 22, Township 16 North, Range 5 East, MDB&M., as shown upon the U.S. Surveyor General's Amended Plat filed August 17, 1898.

**8.79.030 Prohibition of Certain Uses Without Permit.** The Board of Supervisors may by resolution adopt regulations and policies with respect to the use of Hammon Grove Park and Sycamore Ranch. It shall be unlawful for any person to use Hammon Grove Park or Sycamore Ranch or conduct any activity in Hammon Grove Park or Sycamore Ranch without a permit if such permit is required by any law or regulation. In addition to any penalty otherwise provided, any person so using Hammon Grove Park or Sycamore Ranch without the necessary permit may be immediately ejected from such park by the County Sheriff or other duly appointed peace officer.

**8.79.040 Hazardous Games Prohibited.** It is unlawful for any person to fly a model airplane (motor-driven), propel a rocket or missile of any type, hit a golf ball, participate in archery, horseshoe games, lawn darts or any similar game of a hazardous nature in Hammon Grove Park or Sycamore Ranch except at such places designated for such use by the County.

**8.79.050 Hours.** It is unlawful for any person to enter or remain in Hammon Grove Park or Sycamore Ranch at any time from thirty (30) minutes after sunset until thirty (30) minutes before sunrise. This prohibition shall not apply to such person who camps overnight in Hammon Grove Park or Sycamore Ranch if such person is camping there pursuant to approval of the Board of Supervisors or its designee granted under the provisions of Section 8.79.060.

#### **8.79.060 Camping and Organized Events.**

##### **A) Definitions**

- (a) Camping means to establish or maintain on public or private property a temporary place for cooking, sleeping, or storing personal belongings either: outdoors, with or without shelter; in, on, or under any structure not intended for human occupancy; in, on, or under any parked vehicle; or in, on, or under any abandoned or unoccupied structure. For purposes of this definition, establishing or maintaining a place for sleeping shall include setting up bedding, including, but not limited to, sleeping bags, blankets, mattresses, tents, hammocks, and cots for the purpose of sleeping. For purposes of this definition, personal belongings include, but are not limited to, clothing, sleeping bags, bed rolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material.

- (b) Camp facilities include, but are not limited to, a vehicle which is a motor home, travel trailer, truck camper, or camping trailer with or without motive power, designed for human habitation, for recreation, travel accommodations purposes or emergency occupancy, tents, huts, and temporary shelters.
- (c) Camp paraphernalia includes but is not limited to tarpaulins, cots, beds, sleeping bags, hammocks, or similar equipment.

**B) Camping Regulations**

- a) It shall be unlawful for any person to camp overnight in Hammon Grove Park or Sycamore Ranch except within designated areas and with a permit for such use issued by the County department designated by the Board of Supervisors to issue such permits. The County may at any time revoke the camping permit of any person, group or organization if the campsite occupied by such is not maintained in a reasonably clean, sanitary and attractive manner.
- b) Camping permits shall be issued so as to expire after a maximum of twenty one (21) days. All camping permits expire at 12:00 p. m. on the expiration day. No person shall camp for more than twenty (21) days in any thirty (30) day period, and, once a person has camped for twenty one (21) days within any thirty (30) day period, that person shall not be permitted to camp for a period of thirty (30) additional days. It is the intent of Yuba County that Hammon Grove Park and Sycamore Ranch be utilized for recreational purposes and not for extended periods of residency.
- c) No person shall, without the prior written approval of the County, park more than two (2) motor vehicles or one (1) motor vehicle and one (1) boat or other trailer at any one (1) campsite.
- d) No more than six (6) persons may occupy any single designated campsite and group campsites shall not exceed the following capacities:
  - Sycamore Group A – Sixty (60) Persons
  - Sycamore Group B – Sixty (60) Persons
  - Sycamore Group C – Seventy Two (72) Persons
  - Sycamore Group D – Twenty (20) Persons
- e) Quiet shall be observed in all camping areas of a county park between the hours of 10:00 p.m. and 7:00 a.m. During these hours, no person shall make, either verbally or mechanically, any excessive noise. For purposes of this subsection, excessive noise shall mean any noise that a park caretaker finds, in his or her sole discretion, has disturbed, may disturb, or will disturb members of the public or wildlife.



- f) No person under the age of eighteen (18) shall camp within a county park unless accompanied by a parent, legal guardian, adult leader (e.g., teacher, coach, or scoutmaster) of a school or other youth group, or the parent or legal guardian of another minor camping in the same group.

### **C) Organized Events**

Organized events are permitted within Hammon Grove Park and Sycamore Ranch within designated areas and with a permit issued by the County department designated by the Board of Supervisors to issue such, or in conjunction with a group which is participating in an organized event which has been approved in advance by the Board of Supervisors or its designee. Any such advance approval shall include such conditions as the Board of Supervisors or its designee deems necessary or appropriate including, without limitation, provision for:

1. A written application made at least five working days prior to the proposed event;
2. Liability insurance;
3. Cleanup deposits;
4. Security;
5. Portable toilets sufficient to accommodate the number of attendees; and
6. Other matters which apply generally to the use of county property.

The Board of Supervisors or its designee is authorized to refuse issuance of a permit when, in their opinion based upon the duration of occupancy and other factors, there is indication that the occupancy is for other than recreational purposes or may pose a threat to public health and safety.

**8.79.070 Fees.** The Board of Supervisors shall set the fees for daytime use, overnight camping and organized events by resolution. All applicable fees must be paid prior to using Hammon Grove Park or Sycamore Ranch.

**8.79.080 Stopping, Standing or Parking.** No person shall stop, stand or park a vehicle within Hammon Grove Park or Sycamore Ranch, except in those places specifically designated for such purpose. Parking off pavement in campsites, in a manner that blocks traffic, or within any campsite without a valid camping permit shall be prohibited.

**8.79.090 Use of Boat Ramp.** The boat ramps at Hammon Grove Park and Sycamore Ranch shall be used only for loading and unloading of non-motorized flotation devices into the Yuba River or Dry Creek. No person shall stop, stand or park a vehicle on or about the boat ramp except for such purpose.

**8.79.100 Operation of Vehicles within Hammon Grove Park or Sycamore Ranch.** It shall be unlawful for any person to operate or park any motor vehicle in or upon any park or recreation area, except in those places specifically provided or designated for such purpose. As used in this

section, "motor vehicle" shall include any type of motor vehicle, including, without limitation, horse trailers, motorcycles, motorized two (2), three (3), or four (4) wheel vehicles, buses, and automobiles. Operation of off road vehicles is prohibited. Bicyclists shall be permitted to wheel or push bicycles by hand on any grassy area, trail, or path reserved for pedestrian use. All non-motorized vehicles shall be operated at all times with reasonable regard for the safety of others.

**8.79.110 Animals in Hammon Grove Park or Sycamore Ranch.**

(a) It shall be unlawful for any person who owns or has the charge, care, control or custody of any animal to allow, cause, or permit such animal to be in Hammon Grove Park or Sycamore Ranch, unless such animal is on a leash and is under the complete control of the person owning or in responsible charge of such animal. Such leash shall not be more than eight (8') feet in length.

(b) It shall be the responsibility of any person who owns or has charge, care, control or custody of any animal, while in Hammon Grove Park or Sycamore Ranch, to clean up fecal matter from their animal before leaving the facility and to properly dispose of same.

**8.79.120 Signs.** The Director of Public Works is authorized and directed to place and maintain appropriate signs giving notice of any restriction imposed by this chapter including, without limitations, signs regulating parking and overnight camping activities.

**8.79.130 Alcoholic Beverages.** Alcoholic beverages may be used, possessed and consumed in Hammon Grove Park or Sycamore Ranch. Alcoholic beverages may only be sold or distributed in Hammon Grove Park or Sycamore Ranch if, prior to such sale or distribution, a permit is obtained from the county and such other agency or agencies as otherwise required by law. The fee for such permit and the manner in which it is issued shall be set forth in a resolution adopted by the Board of Supervisors.

**8.79.140 Glass Containers.** No glass containers of any type shall be permitted within Hammon Grove Park or Sycamore Ranch except within designated campgrounds.

**8.79.150 Vending and Peddling.** It shall be unlawful for any person to engage in the business of soliciting, selling, or peddling any liquids or edibles for human consumption, or to distribute circulars, or to hawk, peddle, or vend any goods, services, wares, or merchandise, in Hammon Grove Park or Sycamore Ranch, except;

- A) When authorized to do so by the County; or
- B) As a third party vendor selected through bid process by Yuba County to act as a concessionaire for the management of camping or day use reservations, rentals and/or the sale of goods at Sycamore Ranch.

**8.79.160 Fire Prevention.** It shall be unlawful to carry, use or throw away any lit cigarette, cigar, ashes, or any other flaming or glowing substance except in designated barbeque areas, vehicles, or posted clear areas within Hammon Grove Park or Sycamore Ranch.

It shall be unlawful to kindle or maintain an open campfire or bonfire except in designated barbeque areas, fire pits, campfire rings or posted clear areas.

The County shall have authority to prohibit burning within Hammon Grove Park or Sycamore Ranch at any time if the danger of wildfire becomes elevated as determined in the County's sole discretion.

**8.79.170 Restrooms.** It shall be unlawful for any person to fail to cooperate in maintaining restrooms in a neat and sanitary condition. Male persons shall not resort to any restroom facility set apart for woman, and female persons shall not resort to any restroom facility set apart for men; provided, however, the provisions of this section shall not apply to children accompanied by an adult person.

**8.79.180 Trespassing.** No person shall enter any portion of Hammon Grove Park or Sycamore Ranch or buildings or portions thereof in Hammon Grove Park or Sycamore Ranch which are posted with signs which state "No Entry," "Keep Out," "No Trespassing," "Closed Area," or when gates are locked or other prohibition of entry is indicated.

**8.79.190 Prohibited Acts.**

The following acts are prohibited at Hammon Grove Park and Sycamore Ranch:

- a. Dumping, depositing or leaving any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, or other such refuse or trash except in proper receptacles provided for such purpose. Such refuse or trash so placed shall be generated only in connection with normal activities in, and/or through the use of the park or recreation area. Where such receptacles are not provided, all refuse or trash shall be carried away from the park or recreation area by the person(s) responsible for its presence and properly disposed of elsewhere.
- b. Breaking, cutting, carving, defacing, injuring, mutilating, transplanting, removing or otherwise damaging any animal, grass, turf, plant, tree, shrub, flower, wood, dirt, mulch, sand or rock.
- c. Marking, graffiti, defacing, disfiguring, injuring, tampering with, displacing, digging, removing, destroying, or obliterating any County-owned real or personal property of any kind.

- d. Tampering, damaging, breaking, or causing adjustment to any irrigation component including, but not limited to controllers, repeaters, weather monitoring stations, sprinklers, sprayers, access boxes, poly-hose, or pipe that would affect the irrigation pattern or otherwise cause for the malfunction of any County maintained irrigation system.
- e. Discharging a projectile from any firearm, cannon, compressed air or gas operated weapon, bow, crossbow, slingshot, or other deadly or dangerous weapon except in the defense of life or property or upon the authorization of the Board of Supervisors.
- f. Possessing, using, discharging or selling any firecrackers, torpedoes, rockets, explosives, or other fireworks of any type.
- g. Hunting for wild animals or wild birds.
- h. Trespassing upon any area, building, or portions thereof which are posted with signs disallowing entry or when gates, doors or other means of access are closed or locked for the purpose of prohibiting entry.
- i. Walking, standing, or sitting upon or otherwise use any monument, vase, fountain, railing, fence, or other property not designated or customarily used for such purposes.
- j. Disposing of, introducing or otherwise exposing any chemical, material or agent that may result in the pollution, temperature adjustment, chemical balance, aesthetic quality, change of color, change of texture or otherwise alter the natural occurrence of any body of water, water surface or water feature.
- k. Urinating, defecating or otherwise excreting any bodily fluid and/or by-product except within designated restroom areas. It shall be unlawful for males to use said restroom areas exclusively designated and marked for females, and for females to use said restroom areas exclusively designated and marked for males; provided however that restroom designation shall not apply to children accompanied by an adult person.
- l. Distributing, circulating, giving away, throwing or otherwise depositing any handbill, circular, dodger, pamphlet, paper or advertisement or post or affix the same to any tree, fence, building, or other property.
- m. Producing any loud, unnecessary or unusual noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area as outlined in Chapter 8.20 of the Yuba County Ordinance Code.

**8.79.200 Violations and Penalties.** Except as otherwise provided in this chapter, any person violating any provision of this chapter is guilty of a misdemeanor, and upon conviction thereof is punishable by imprisonment in the County jail for a term not exceeding six months or a fine not exceeding one-thousand dollars (\$1,000.00) or both. Each separate day during which any violation occurs is a separate offense.

**8.79.210 Enforcement.** The provisions of this chapter may be enforced by any duly appointed peace officer. Any person authorized to enforce the provisions of this chapter may issue such citation or notice to appear as may be appropriate under the circumstances.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

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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



284-11

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

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

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

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

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

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

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

**DATE:** June 28, 2011

**TO:** Board of Supervisors

**FROM:** Community Development & Services Agency, Code Enforcement Division  
Jeremy Strang, Division Manager

**SUBJECT:** Accounting Hearing to Determine Costs of Abatement to be Assessed Against Property Located at 7655 State Highway 70, Marysville, CA and to Authorize Recording an Abatement Lien.

**RECOMMENDATION:** Confirm the attached Cost Accounting and adopt Findings of Fact, Conclusions of Law and Orders authorizing the assessment of administrative and abatement costs and penalties and the recording of a lien regarding the subject address.

**BACKGROUND:** On April 23, 2009, property owners Rajinder S. & Paramdeep Chohan were served with a Notice and Order to Abate Public Nuisance ordering them to correct or remove code violations consisting of a vacant, fire damaged dwelling; an unpermitted, converted accessory structure; abandoned well and septic system; overgrown weeds and vegetation; and the maintenance of a rat harborage.

Rajinder S. & Paramdeep Chohan did not request a hearing to show cause why the use of their property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code, nor did they correct or remove the violations as originally ordered and amended. As a result administrative penalties in the amount of \$84.00 per day were assessed on multiple occasions. Over the course of more than a year and a half, and after numerous time extensions the property was brought into compliance.

Final Demand for Payment was issued for the outstanding administrative and abatement costs and penalties that were incurred. The demand for payment sent to Rajinder S. & Paramdeep Chohan remains unpaid, the total due now being \$15,719.40. Please refer to Attachment A for the Cost Accounting.

Rajinder S. & Paramdeep Chohan have been given written notice of this Accounting Hearing, a copy of which is attached hereto marked as Attachment B.

**DISCUSSION:** This hearing has been scheduled to allow evidence and testimony to be presented and heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

**COMMITTEE ACTION:** None required.

**FISCAL IMPACT:** Implementing the requested recommendation will facilitate cost recovery and reimbursement of appropriate funds and accounts.



HEARING TO ASSESS PROPERTY AND RECORD  
NOTICE OF ABATEMENT LIEN  
BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

COUNTY OF YUBA,	)	CASE NO.	CE09-0095
	)		
Plaintiff,	)	RE:	7655 State Highway 70
	)		Marysville, CA
vs.	)		
	)	APN:	018-040-030
Rajinder S. Chohan	)		
Paramdeep Chohan	)	FINDINGS OF FACT	
	)	CONCLUSIONS OF LAW	
Defendant.	)	ORDERS OF THE BOARD OF SUPERVISORS	

FINDINGS OF FACT

1. Assessor's Parcel # 018-040-030 is located at 7655 State Highway 70, Marysville, CA 95901, and is owned by Rajinder S. & Paramdeep Chohan.
2. On April 23, 2009, property owners Rajinder S. & Paramdeep Chohan were served with a Notice and Order to Abate Public Nuisance ordering them to correct or remove code violations consisting of a vacant, fire damaged dwelling; an unpermitted, converted accessory structure; abandoned well and septic system; overgrown weeds and vegetation; and the maintenance of a rat harborage.
3. Rajinder S. & Paramdeep Chohan did not request a hearing to show cause why the use of their property should not be found to be a public nuisance and abated pursuant to the Yuba County Ordinance Code, nor did they correct or remove the violations as originally ordered and amended. As a result administrative penalties in the amount of \$84.00 per day were assessed on multiple occasions. Over the course of more than a year and a half, and after numerous time extensions the property was brought into compliance.
4. On February 14, 2011 the property was brought into compliance and no longer considered a public nuisance.
5. On March 15, 2011, a Demand for Payment was sent to the property owners, Rajinder S. and Paramdeep Chohan, 3580 Lincoln Road, Yuba City, CA 95993, by certified and first class mail.

6. The property owners Rajinder S. & Paramdeep Chohan were served with written notice of this hearing.
7. A Hearing was held on June 28, 2011 to assess the costs of abating the public nuisances and to determine if the administrative and abatement costs and penalties should be made a lien on said property.
  - (a) A one-page memorandum along with supporting documentation marked as Attachment A (Cost Accounting) and Attachment B (Notice of Hearing) was submitted at the Hearing by Jeremy Strang, Code Enforcement Division Manager.
  - (b) The owners, Rajinder S. Paramdeep Chohan were ( ) were not ( ) present.
8. The administrative costs and penalties incurred totaled: \$15,719.40.

#### CONCLUSIONS OF LAW

1. Rajinder S. & Paramdeep Chohan were properly notified to appear before the Board of Supervisors on June 28, 2011 at 9:30 am to show cause, if any, why the administrative and abatement costs and penalties for the property located at 7655 State Highway 70, Marysville, CA, APN 95901, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why a Notice of Abatement Lien should not be recorded.
2. Administrative and abatement costs and penalties regarding APN 018-040-030 were properly incurred in the amount of \$15,719.40 and the property and its owner bear the costs of same.

#### ORDERS

1. It is hereby found and ordered that the administrative and abatement costs and penalties to date incurred by the County of Yuba in the amount of \$15,719.40 shall be an assessment against the property located at 7655 State Highway 70, Marysville, CA, APN 018-040-030.
2. It is hereby found and ordered that administrative and abatement costs and penalties shall be assessed against the property as provided by Government Code Section 25845 (d) and that a Notice of Abatement Lien of administrative and abatement costs and penalties shall be recorded as authorized by Government Code Section 25845(e).
3. These Orders may be recorded by the Director of Yuba County Community Development & Services Agency.

4. Notice of these Orders shall be mailed with a Proof of Service to the owner of the property.
5. This decision is final. The time within which judicial review of this decision may be sought is governed by California Code of Civil Procedure, Section 1094.6 and the Yuba County Ordinance Code Chapter 1.16. Any petition seeking judicial review must be filed in the appropriate court not later than the 90<sup>th</sup> day following the date on which this decision was made; however, if within ten (10) days after the decision was made, a request for the record of the proceedings is filed and the required deposit in an amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to not later than the 30<sup>th</sup> day following the date on which the record is either personally delivered or mailed to you or your attorney of record.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 28th day of June 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

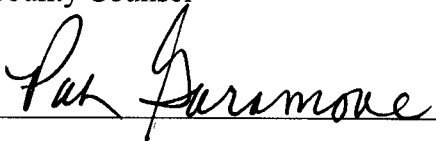
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Chairperson of the County of Yuba  
State of California

ATTEST: Donna Stottlemeyer  
Clerk of the Board of Supervisors

---

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel

  
\_\_\_\_\_

# YUBA COUNTY CODE ENFORCEMENT COST ACCOUNTING

Date: June 28, 2011

Case #: CE09-0095

APN: 018-040-030

Owner: Rajinder S. & Paramdeep Chohan

Situs: 7655 State Highway 70, Marysville CA 95901

Date	Reason for Charge	Hours	Total
11-Jan-10	Inspection	.25	\$ 26.25
11-Jan-10	Phone Call to Plans Designer	.50	52.50
22-Jan-10	Prepared & Mailed Letter of Intent	.25	26.25
26-Jan-10	Research New Address for Property Owner	.50	52.50
05-Mar-10	Inspection	.50	52.50
26-Apr-10	Inspection	.50	52.50
12-Jul-10	Case Review - Permit Expired	.25	26.25
23-Aug-10	Case Review - Permit Expired	.25	26.25
22-Oct-10	Inspection	1.00	105.00
25-Oct-10	Meeting; Chief Building Official with Property Owner	.50	52.50
27-Oct-10	Phone Call to Property Owner Representative	.50	52.50
02-Nov-10	Research	1.00	105.00
04-Nov-10	Phone Call to Property Owner Representative	.50	52.50
14-Feb-11	Case Review & Bill Preparation	4.00	420.00
28-Jun-11	Prepare Hearing Documents and Presentation	4.00	420.00
28-Jun-11	Prepare Notice of Compliance	.50	52.50
28-Jun-11	Prepare Release of Abatement Lien	.50	52.50
	<b>Total Staff Hours Billed at \$105.00 per Hour</b>	<b>15.50</b>	<b>\$ 1,627.50</b>
22-Jan-10	Unpaid Billing Statement # 374		5,831.90
12-Jan-10	Administrative Penalties @ \$84.00 Per Day (January 12, 2010 to February 4, 2010)		2,016.00
05-Nov-10	Administrative Penalties @ \$84.00 Per Day (August 23, 2010 to November 5, 2010)		6,216.00
28-Jun-11	Recording Fee, Two Documents		28.00
		<b>Total</b>	<b>\$15,719.40</b>



# *The County Of Yuba*

Community Development &  
Services Agency

## CODE ENFORCEMENT

Telephone: (530) 749-5455

Fax: (530) 749-5424



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

Rajinher S. & Paramdeep Chohan  
3580 Lincoln Road  
Yuba City, CA 95993

### **NOTICE OF HEARING TO ASSESS PROPERTY AND RECORD ABATEMENT LIEN**

YOU ARE HEREBY NOTIFIED to appear before the Yuba County Board of Supervisors at 915 8<sup>th</sup> Street, Marysville, California, in the Board of Supervisors Chambers, on June 28, 2011, at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, to show cause, if any there may be, why the administrative and abatement costs and penalties for the property located at 7655 State Highway 70, Marysville CA, APN 018-040-030, abated pursuant to the Notice and Order to Abate Public Nuisance, should not be assessed against the property and why an abatement lien should not be recorded thereby.

If you fail to appear at the hearing or if you fail to raise any defense or assert any relevant points at the hearing, the County will assert that you have waived all rights to assert such defenses or rights.

At the hearing, you may present evidence and witnesses in your behalf, and you may examine any witnesses who present evidence.

You may appear personally or have a representative appear at the hearing in your behalf and be heard on the sole questions of whether the accounting of the costs and penalties reflected in Attachment A are accurate and reasonable and whether such costs and penalties should be assessed and a lien recorded.

Dated: June 8, 2011

Certified Mail # 7003 0500 0005 1306 2473

Enclosure: Attachment A, Cost Accounting

CODE ENFORCEMENT OFFICER FOR THE  
COUNTY OF YUBA

BY: \_\_\_\_\_

Jeremy Strang

Attachment B

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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



285-11

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

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

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

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

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

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

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

**PARKS AND RECREATION**  
749-5430 • Fax 749-5434

TO: Board of Supervisors

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

SUBJECT: **ADOPT RESOLUTION TO AMEND THE COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) PROGRAM INCOME REUSE PLAN**

DATE: June 28, 2011

### Recommendation:

It is recommended that the Board of Supervisors adopt a resolution to amend "CDBG Program Income Reuse Plan, a Reuse Plan governing program income from CDBG assisted activities".

### Background:

Yuba County administers Community Development Block Grant (CDBG) Loan Programs funded by grants from the U. S. Department of Housing and Urban Development (HUD) through the State of California Housing and Community Development and Services Agency (HCD). The CDBG Loan Committee approves loans to low income applicants that meet the income eligibility requirements for programs such as Housing Rehabilitation, First Time Homebuyers and Economic Development.

These programs, through the repayment of loans, generate program Income. A Program Income Reuse Plan is intended to satisfy the requirements specified in Federal statute and regulation at Section 104 (j) of the Housing and Community Development Act ("the Act"), as amended in 1992 and 24 CFR 570.489 (e) (3). The purpose of the plan is to establish guidelines on the policies and procedures for the administration and utilization of program income received as a result of activities funded under the CDBG program.

### Discussion:

The Yuba County Board of Supervisors approved the existing Reuse Plan on April 9, 2002, and subsequently amended on July 12, 2004 and March 6, 2007. It has been recommended by HCD that the current Program Income Reuse Plan be updated to meet current State requirements/format to include:

- Policy to include allowing local entities to spend CDBG Program Income on a non-revolving activity that is not included in an open grant;
- Remove the New Construction Revolving Loan Account that has expired;



- Add a First Time Homebuyer Revolving Loan Account to allow the low-income residents of Yuba County the opportunity to buy a home.

If adopted by the Board of Supervisors, following an opportunity for public comment and participation, the Reuse Plan will be submitted for approval to the State of California Department of Housing and Community Development.

The Reuse Plan, in its entirety, is available for review in the Housing and Community Services office.

Fiscal Impact:

There will be no cost to the General Fund.



**NOTICE OF PUBLIC HEARING  
YUBA COUNTY BOARD OF SUPERVISORS**

**NOTICE IS HEREBY GIVEN THAT** the Yuba County Board of Supervisors will conduct a public hearing on Tuesday, June 28, 2011 at 9:30 a.m. in the Board of Supervisor Chambers located at 915 8th Street, Marysville, California, regarding the following:

The County intends to submit to the State of California a revised Program Income Reuse Plan. The purpose of the plan is to establish guidelines on the policies and procedures for the administration and utilization of program income received as a result of activities funded under the State Community Development Block Grant Program.

The purpose of the public hearing is to accept public comment on the County's proposed Reuse Plan. Written comments are invited and should be received no later than the date of the public hearing. Written comments may be sent to the attention of Debra J. Phillips, Yuba County Community Development and Services Agency, 915 8th Street, Suite 130, Marysville, CA 95901. For additional information or to review the public information file on the County's CDBG program, you may call or visit the Community Development and Services Agency at the address below.

Yuba County Community Development and Services Agency  
915 8th Street, Suite 130  
Marysville, CA 95901  
(530) 749-5460

All members of the community are encouraged to attend and comment on the plan uses and purposes, especially low-income residents who benefit from the CDBG program. The County encourages the practice of fair housing and employment opportunities and neither the County, nor the State of California, discriminate on the basis of race, color, religion, national origin, sex, marital status, or handicap. The Board Chambers is handicapped accessible.

If adopted by the Board of Supervisors, following an opportunity for public comment and participation, the Reuse Plan will be submitted for approval to the State of California Department of Housing and Community Development.

A public information file is available for review between 8:00 a.m. and 5:00 p.m., Monday through Friday, in the Community Development and Services Agency located at 915 8th Street, Suite 130, Marysville, California.

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

**ADOPT AN AMENDED “CDBG )  
PROGRAM INCOME REUSE PLAN, )  
A REUSE PLAN GOVERNING )  
PROGRAM INCOME FROM CDBG )  
ASSISTED ACTIVITIES” )**

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

**WHEREAS**, the “CDBG Program Income Reuse Plan, A Reuse Plan Governing Program Income from CDBG-Assisted Activities” (hereinafter referred to as “Reuse Plan”) was approved by the Board of Supervisors on April 9, 2002 and subsequently amended on July 12, 2004 and March 6 , 2007; and

**WHEREAS**, the California Department of Housing and Community Development (HCD) has recently developed policies which include allowing local entities to spend CDBG Program Income on a non-revolving activity that is not included in an open grant; and

**WHEREAS**, the Reuse Plan contains a New Construction Revolving Loan Account that has expired and must be removed; and

**WHEREAS**, the County has a need to add a First Time Homebuyer Revolving Loan Account; and

**WHEREAS**, before the County may spend Program Income for such activities, the County’s Program Income Reuse Plan must be amended to also provide for these options; and

**WHEREAS**, pursuant to CDBG regulations, the public has been invited to comment on the proposed Plan during a noticed public hearing, as well as to submit written comments; and

**NOW, THEREFORE, BE IT RESOLVED**, The Yuba County Board of Supervisors hereby adopt the “CDBG Program Income Reuse Plan, A Reuse Plan Governing Program Income from CDBG-Assisted Activities,” which has been revised to include the provisions described above and is attached hereto as Exhibit A.

**PASSED AND ADOPTED** this 28<sup>th</sup> day of June 2011, by the Board of Supervisors of  
the County of Yuba, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

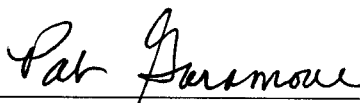
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Roger Abe, Chair of the Board of Supervisors

ATTEST: DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

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

APPROVED AS TO FORM

By:   
Angil Morris-Jones, County Counsel

## EXHIBIT "A"

### COUNTY OF YUBA

### COMMUNITY DEVELOPMENT BLOCK GRANT

### PROGRAM INCOME REUSE PLAN

Revised: \_\_\_\_\_  
Approved by Board: \_\_\_\_\_  
Resolution #: \_\_\_\_\_

The purpose of plan is to establish guidelines on the policies and procedures for the administration and utilization of program income received as a result of activities funded under the State of California Community Development Block Grant Program (CDBG).

**Need for Plan Governing Reuse of Program Income:** This Reuse Plan is intended to satisfy the requirements specified in Federal statute and regulation at Section 104 (j) of the Housing and Community Development Act ("the Act"), as amended in 1992 and 24 CFR 570.489 (e) (3). These statutory and regulatory sections permit a unit of local government to retain program income for CDBG-eligible community development activities. Under Federal guidelines adopted by the State of California's CDBG program, local governments are permitted to retain program income so long as the local government has received advance approval from the state of a local plan that will govern the expenditure of the program income. This plan has been developed to meet that requirement.

**Program Income Defined:** Program Income is defined in Federal regulation at 24 CFR 570.489 (e) which specify that program income is the gross income received by the jurisdiction that has been directly generated from the use of CDBG funds. (For those program income-generating activities that are only partially funded with CDBG funds, such income is prorated to reflect the actual percentage of CDBG participation). Examples of program income include: payments of principal and interest on housing rehabilitation or business loans made using CDBG funds; interest earned on program income pending its disposition, and interest earned on funds that have been placed in a revolving loan account; net proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; income (net of costs that are incidental to the generation of the income) from the use or rental of real property that has been acquired, constructed or improved with CDBG funds and that is owned (in whole or in part) by the participating jurisdiction or sub-recipient.

If the total amount of income generated from the use of CDBG funds (and retained by the **County of Yuba**) during a single program year (July 1 through June 30) is less than \$25,000, then these funds shall not be deemed to be program income and shall not be subject to these policies and procedures. Costs incurred that are incidental to the generation of Program Income may be deducted from the gross income to determine

the Program Income amount.

**Portfolio Management Costs:** Costs of managing the portfolio of CDBG and HOME-funded loans may be charged to PI under general administration or activity delivery within the allowable limits set by the State Department of Housing and Community Development (HCD).

**General Administration (GA) Cost Limitation:** Up to eighteen percent (18%) of the total program income expended on all activities during a single program year may be used for CDBG general administration expenses.

**Reuses of Program Income:** Program income must be: **a)** disbursed for an approved activity funded under an open grant prior to drawing down additional Federal funds; **b)** forwarded to the State of California, Department of Housing and Community Development (HCD); **c)** distributed according to this Program Income Reuse Plan after it has been approved by HCD and adopted by the local governing board in compliance with the **County's** citizen participation process as specified in Federal Regulations at 24 CFR 570.486, Local Government Requirements; or **d)** by special request through HCD; may consider using Program Income for CDBG eligible non-revolving activities other than those for which the Revolving Loan Account (RLA) was established. This process will involve discussion at a properly noticed public hearing held in front of the governing body, and submission of a formal Resolution as part of a Program Income-Funded Waiver Request to HCD, in accordance with CDBG Management Memorandum Number 10-03. Final commitment and expenditure of Program Income funds will not commence until clearance of all required Special Conditions have been met, and formal written approval issued from HCD has been received.

The **County's** program income will be used to fund eligible CDBG activities that meet a national objective. Eligible activities and national objective requirements are specified in Federal statute at Section 105(a) and in Federal regulations at 24 CFR 570.482 and 24 CFR 570.483.

Funds shall not be transferred between RLAs or to an open grant activity without conducting a properly noticed CDBG Citizen Participation public hearing. However, the transfer of program income between RLAs and to grant-funded activities during the program year in the aggregate amount of \$5,000 or less will not be subject to the citizen participation requirement to hold a properly noticed public hearing, but must be submitted to HCD for written approval. If it becomes necessary to transfer funds between RLAs, the **County** will consider revising the distribution formula.

**Adoption of the Plan:** The **Yuba County Board of Supervisors** shall take action on this Program Income Reuse Plan or any amendments thereto, AFTER the local citizens have had an opportunity to comment on the Plan per 24 CFR 570.486, local Government Requirements.

**Planning Activities:** The **County** reserves the option of utilizing program income, within the 18 percent general administration annual cap, to fund planning for CDBG-

eligible activities. Such planning activities may include: cash match for a State CDBG Planning and Technical Assistance Grant; environmental reviews or other studies necessary for CDBG-eligible projects or programs; or application preparation for CDBG or other grants/loans to supplement funding for CDBG-eligible activities. The costs of such planning activities may be charged to an RLA if the planning is for the same activity as the RLA. Otherwise, PI may only be expended on planning activities in conjunction with an open CDBG Planning and Technical Assistance grant.

**Distribution for Reuse of Program Income:** The **County's** program income will be distributed, as follows:

**Three (3)** Revolving Loan Account(s) (RLA) **are** hereby established to utilize the program income. The allocation to each RLA is as follows:

a) **50%** of program income received from Housing Rehabilitation/First Time Homebuyer loan repayments will be deposited into the **Housing Rehabilitation** Revolving Loan Account (HR-RLA)

~~b) \$900,000 will be transferred from Housing Rehab RLA into the New Construction Revolving Loan Account.~~

b) **50%** of program income received from Housing Rehabilitation/First Time Homebuyer loan repayments will be deposited into the **Direct Homeownership Assistance** Revolving Loan Account (DHA-RLA)

c) **100%** of program income received from economic development loan repayments will be deposited into the **Business Expansion and Retention** Revolving Loan Account (BA-RLA).

~~d) \_\_\_\_\_% of program income will be deposited into the  
\_\_\_\_\_ **Microenterprise** Revolving Loan Account (ME-RLA)~~

**Special requirements of the revolving loan account:** The review and funding of requests for CDBG loan or grant assistance under an RLA shall be under the Federal underwriting guidelines. All assistance provided to activities under an RLA shall be made for activities that are located within the **County** limit boundaries, unless prior written approval from HCD has been received by the **County**.

**Reporting and Federal Overlay Compliance:** The **County** shall comply with all State CDBG reporting requirements, including submittal of a single annual Grantee Performance Report that reports on all of the **County's** RLAs and PI Waiver activities, and the required Quarterly and Annual Program Income Reports, which shows combined PI receipts and actual PI expenditures on one report (see Chapter 10 of the CDBG Grant Management Manual for due dates). The County shall ensure that the use of program income under this Reuse Plan complies with all CDBG program requirements, including citizen participation, environmental review, equal opportunity, Section 3 employment, lead-based paint, labor standards, acquisition and relocation,

procurement, property management, and maintenance of adequate accounting and recordkeeping systems. To ensure ongoing compliance with CDBG requirements, the **County** shall utilize the latest available State CDBG Program Grant Management Manual for guidance on compliance procedures and policies.

**Maximum funds in Revolving Loan Accounts:** Program Income received by the RLA during the program year (July 1 through June 30) shall be substantially expended by the end of the program year (June 30). At any given time, the funding balance for the RLA should not exceed the typical cost of a single RLA project, plus reasonable administration costs (up to 18 percent of total expended costs).

**Revising this plan:** The **Yuba County Board of Supervisors** has the authority to amend this document with a properly noticed **County Board of Supervisors** meeting and approval by the State Department of Housing and Community Development (HCD).

The purposes and allowed uses of funds under these RLA(s) are as follows:

- **Housing Rehabilitation Revolving Loan Account**

This fund will be principally used for the purpose of making loans to rehabilitate residential units occupied by households which have an annual income which is 80 percent (80%) or less of the **County's** median income. At least 51 percent (51%) of the funds expended for activities funded under this RLA shall be used on revolving activities (i.e., loans).

No more than 10 percent (10%) of the program income funds received during the program year shall be expended for housing rehabilitation grants. No more than 18 percent (18%) of the funds expended from this RLA shall be used for activity delivery costs. No more than eighteen percent of the total amount of PI expended annually may be expended for general administrative costs. In any event, the total expended for non-revolving activities (grants, activity delivery costs, and general administration) shall not exceed 49 percent (49%) of the total funds expended during the program year (July 1 through June 30).

The review and funding of requests for CDBG loan or grant assistance under this RLA shall be conducted under the Housing Rehabilitation Program Guidelines that have been adopted by the **County (Attachment A)**. All assistance provided to activities under this RLA shall be made for activities that are located within the **County's** jurisdiction.

If the activities funded under the RLA are for the same activities as those funded under an open State CDBG grant agreement, then the funds available in this RLA shall be expended PRIOR to drawing down funds from the State CDBG program.

~~New Construction Revolving Loan Account~~

~~The fund will use the \$900,000 loan to assist Mercy Housing California to purchase a site on which it will develop 150 units of rental apartment units for low-income households (40%–60% of annual median income) as described below:~~

~~Mercy Housing has developed a budget based upon durable, low maintenance construction and the Ross Ranch design guidelines.~~

~~Total Project Cost: \$31,327,779  
Total Project Cost per unit: \$208,851~~

~~Direct Construction: 19,924,444 or \$132,830 per unit  
Permit/Impact Fees: \$3,721,271  
Arch/Engineering: \$910,376  
Land: \$1,200,000  
Other: \$5,571,677~~

~~Source:~~

~~Low Income Housing Tax Credit/Investor Equity: \$15,112,302  
Bank Mortgage—Wells Fargo: \$2,127,500  
HCD Multifamily Housing Program: \$7,100,323  
County CDBG PI: \$900,000  
HCD/County HOME: \$4,950,000  
FHLB AHP: \$750,000  
Deferred Dev Fee: \$387,654 (Exhibits B1 and B8)~~

~~Construction cost estimates are consistent with recent development experience throughout the Sacramento region. See the attached example of a very similar financed project in El Dorado County. Significant inflation continues to cause concern around budgeting for more than 1 year advance. State and federal prevailing wages are required to be paid on all developments with the proposed financing.~~

- **Direct Homeownership Assistance (First-Time Homebuyer) Revolving Loan Account**

This fund will be principally used for the purpose of making loans or grants to assist low-income families purchase a single-family housing unit. A low-income family has an annual income which is 80% or less of the **County's** median income. At least 51 percent of the funds expended for the activity funded under this RLA during the program year shall be used on revolving activities (i.e., loans).

General administration costs for this activity is limited to 18% of all RLA funds spent annually. In any event, the total expended for non-revolving activities (activity delivery costs and general administration) shall not exceed 49 percent of the total funds actually expended during the program year (July 1 through June 30). The review and funding of requests for CDBG loan or grant assistance under this RLA shall be conducted under the Direct Homeownership Assistance Guidelines that have been adopted by the **County (Attachment B)**. All assistance provided



for activities under this RLA shall be made for activities that are located within the **County's** jurisdiction.

If the activities funded under the RLA are for the same activities as those funded under an open State CDBG Standard Agreement, then the funds available in this RLA shall be expended prior to drawing down funds from the State CDBG Program.

- **Business Expansion and Retention Revolving Loan Account**

This fund will be used to provide financing for businesses that can document the need for CDBG assistance and that will create or retain qualifying permanent jobs that will be principally filled by members of households which have an annual income that is 80 percent or less than the county's median household income, adjusted for size.

At least 51 percent of the funds actually expended for the activity funded under this RLA during the program year shall be used on revolving activities (i.e., loans). No more than **49** percent of the program income funds expended during the program year under this RLA shall be for grants for public infrastructure improvements that are needed to accommodate a specific business expansion or retention project. No more than **15** percent (*up to 15%*) of the total funds expended for business assistance activities shall be used for activity delivery costs. No more than **18** percent (*up to 18%*) of the total amount of PI actually expended annually may be expended for general administrative costs. In any event, the total expended for non-revolving activities (grants, activity delivery costs, and general administration) shall not exceed 49 percent (49%) of the total funds expended during the program year (July 1 through June 30).

If the activities funded under the RLA are for the same activities as those funded under an open State CDBG grant agreement, then the funds available in this RLA shall be actually expended PRIOR to drawing down funds from the State CDBG program.

The review and funding of requests for CDBG loan or grant assistance under this RLA shall be conducted under the Federal underwriting guidelines specified at 24 CFR 570.482 (e) that have been incorporated into the **County's** adopted Business Revolving Loan Fund Program Guidelines (**Attachment C**) and include the project review procedures. These guidelines will ensure that the amount and terms of the CDBG assistance are appropriate given the documented needs of the business and given the amount of public benefit (job creation/retention) that will result from the CDBG-assisted project. In addition, any activity requesting funding under this RLA shall be deemed to be eligible under Section 570.482 and Section 105 (a) of the Act and shall be determined to provide sufficient public benefit as specified under Section 570.482 (f). Any CDBG assistance for infrastructure shall meet the requirements of Section 570.483 (b) (4) (F) which requires ongoing job tracking for

all businesses that initially benefit from an infrastructure project as well as any subsequent business(s) benefiting from these improvements. All assistance provided to activities under this RLA shall be made for activities that are located within the **County's** jurisdiction.

• ~~Microenterprise Revolving Loan Account~~

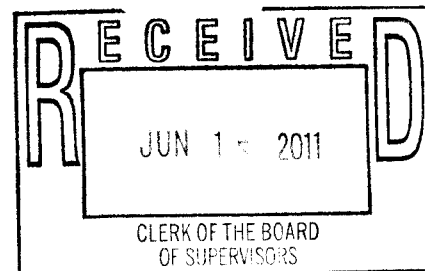
~~This RLA will be used to provide financial assistance to start up or existing businesses that meet the HUD definition of microenterprise. A microenterprise is defined as a business that has five (5) or fewer employees including the owner(s). Financing for eligible micro businesses will be provided based on the most recently adopted program guidelines. This program is targeted at micro businesses that are owned and operated by persons who are documented as low income. As such, CDBG assistance will principally benefit households which have an annual income that is 80 percent or less than the City's median household income, adjusted for size.~~

~~At least 51 percent of the funds actually expended for the activity funded under this RLA during the program year shall be used on revolving activities (i.e., loans). No more than \_\_\_\_\_ percent of the program income funds expended during the program year under this RLA shall be for grants for public infrastructure improvements that are needed to accommodate a specific business expansion or retention project. No more than \_\_\_\_\_ percent (up to 15%) of the total funds expended for business assistance activities shall be used for activity delivery costs. No more than \_\_\_\_\_ percent (up to 18%) of the total amount of PI actually expended annually may be expended for general administrative costs. In any event, the total expended for non-revolving activities (grants, activity delivery costs, and general administration) shall not exceed 49 percent (49%) of the total funds expended during the program year (July 1 through June 30).~~

~~If the activities funded under the RLA are for the same activities as those funded under an open State CDBG grant agreement, then the funds available in this RLA shall be actually expended PRIOR to drawing down funds from the State CDBG program.~~

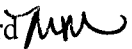
~~The review and funding of requests for CDBG loan or grant assistance under this RLA shall be conducted under the federal underwriting guidelines specified at 24 CFR 570.482 (e) that have been incorporated into the **City/County** adopted Micro Enterprise Revolving Loan Fund Program Guidelines. If the activities funded under the RLA are for the same activities as those funded under an open State CDBG Standard Agreement, then the funds available in this RLA shall be expended prior to drawing down funds from the State CDBG Program. All assistance provided for activities under this RLA shall be made for activities that are located within the **City's/County's** jurisdiction.~~

**SUTTER-YUBA  
MENTAL HEALTH BOARD**  
1965 Live Oak Blvd.  
Yuba City, CA 95991  
(530) 822-7200



DATE: June 2, 2011

TO: Sutter County Board of Supervisors  
Yuba County Board of Supervisors

FROM: Marc Myers, Chair – Mental Health Board   
Brad Luz, Ph.D., Assistant Director of Human Services for  
Mental Health



SUBJECT: Mental Health Board Annual Report for Fiscal Year 2010-11

The purpose of this memorandum is to forward the Mental Health Board's Annual Year-End report to you. This report is based on program presentations offered during the year as well as on-site visits with Program Managers and other areas of interest.

Mental Health Board – (MHB)

The MHB is an interactive group of members comprised of consumers, family members and individuals from our bi-county community who are interested in promoting effective Mental Health programs and services. The MHB meets on the first (1<sup>st</sup>) Thursday of each month (except August and December).

Member changes this fiscal year include Ms. Jaclyn Bain appointed from Sutter County in May, 2010 – replacing Keith Pinckney. Ms. Hannah Hogan appointed from Sutter County in November 2010 – in response to the untimely death of Ms. Ardyth Price. There is one current vacancy from Yuba County. The MHB is currently interviewing candidates for Dr. Clement's former position.

Training – The Mental Health Board participated this year in February, 2011 in the Mental Health Board and Commissions Training in Chico. The purpose of this training was to familiarize Mental Health Board members with key metrics used to evaluate effectiveness of mental health services within their respective counties. The board is currently working to prepare and submit the Data Template Report to the California Mental Health Planning Counsel (CMHPC) and CiMH in June 2011.

## Administration

The main challenges facing Sutter-Yuba Mental Health Services (SYMHS) over the past year continue to be funding issues. SYMHS is working to be more efficient and make better use of assets and resources and to avoid layoffs. A new voluntary early retirement incentive program was passed by the Board of Supervisors on May 3, 2011 to assist with budget deficits.

During FY 2010-11 "Open Access Clinic" has been successful in reducing no-shows and increasing consumer satisfaction. This is a prime example of increased efficiency within SYMHS.

The Psychiatric Health Facility (PHF) has added two additional contracts for counties to provide inpatient services as beds are available.

## Mental Health Services Act (MHSA)

The Mental Health Services Act (MHSA), also known as Proposition 63, was passed by California voters in 2004. The intent of the MHSA is to transform existing mental health systems.

MHSA Capital Funding – The Capital Facilities and Technology (CAP/IT) Needs Information Program and Expenditure Plan was approved for submittal – June 10, 2010. The CAP Funding will be spent to remodel the White House facility for a Wellness and Recovery Center; which will house SMART classrooms, and necessary hardware to meet federal and state mandates. These include instituting a new Electronic Health Record by the year 2013 (EHR). The plan proposal supports projects to build and maintain the infrastructure needed to move to the use of Health Information Exchange (HIE). HIE is a secure/private exchange of medical information across multiple treatment locations using standardized methods. The project requested funds are \$1,765,300. The Facilities portion was approved by the state and the IT portion (CAP-IT), as amended was approved and is awaiting funding.

MHSA – Prevention and Early Intervention (PEI) - A public hearing was held on February 17, 2011 on MHSA PEI Plan to request funds for FY 2008-09 allocation of \$150,200 be reassigned from DMH to CalMHSA, and also for the 2009-10 allocation of \$150,200 to be assigned to CalMHSA. This is to establish an alternative to state administration of MHSA programs and should result in more cost-effective rates for services, and increased efficiency in implementing services.

MHSA - Workforce Education and Training proposal (WET) - The Workforce Education and Training proposal (WET) has been developed and a public meeting will be held in June, 2011 to approve the plan for submittal to the state for approval.

Three highly successful reviews - Department of Mental Health (DMH) Audit (100%) occurred as well as an External Quality Review Organization (EQRO) Review and ADP Audit.

Budget – It is important to note that MHSA funding allocated for a given year is based on taxes received two years previously, so during FY 2011-12, SYMHS will be impacted by the downturn in the economy that occurred in FY 2009-10. Unfortunately, this will present significant fiscal concerns over the next several years to the Mental Health Division. Additionally, the State Budget remains concerning with the Federal Medical Assistance Percentage (FMAP) phasing out.

The Mental Health Services Act (MHSA) services have increased and the core Mental Health services have decreased. With regard to revenues, MHSA funding will increase slightly and the core budget will decrease. Additionally, the State continues to be an unreliable partner, delaying payment for services rendered. The Mental Health Director continues diligent efforts to contain costs while providing essential services to our community.

Program Goals - Goals for the SYMHS and the Mental Health Board were established at the July 2010 meeting and are revisited in March and April of the following year. At present, nearly all program goals are either complete or on track for completion. A copy of the Program Goals for FY 2010-11 including the status of each goal is attached for your information.

DM:HH:JB/nf  
Attachment

***SY Mental Health Departmental (Program) Goals  
Identified for FY 2010-11***

**Administration (Brad Luz and Admin Staff)**

1. Get Board of Supervisor's approval to submit MHSA Capital Facilities and Information Technology Plan to State DMH and State MHSA Oversight Committee for final approval and funding.

*The Mental Health Board approved the final CapIT Proposal on June 10, 2010.*

*The full proposal was submitted to State Department of Mental Health on September 28, 2010.*

*The Capital Facilities portion of the proposal was approved and funded on October 27, 2010 and funding has been received for this portion of the project.*

*The IT portion of the proposal was reviewed and approved on November 3, 2010 and then with change in staff at DMH was again pulled into the process of review. Changes requested were made and the MHSA-IT staff approved the proposal in February 2011. The IT portion of the proposal is now awaiting the release of funding until the FY 2009-10 expense report for SYMHS is received by the State.*

2. Negotiate contracts for Software Vendor and Administrative Service Provider to purchase Electronic Health Record (EHR), train staff and implement instillation of software system.

*A dialogue with two prospective software vendors about their product was entered into. Initial discussions with an appropriate Administrative Service Provider have also occurred to better understand the contracting process and services that could be provided. Sample contracts executed by three California counties of similar size were requested and received for review. Two conversations, one with the County of Sutter Purchasing Officer and with the Sutter County IT Director were entered into to discuss the sole source purchasing process. With a letter from DMH confirming IT project funding, contract negotiations could move forward almost immediately.*

3. Continue to implement MHSA programs with special emphasis on:
  - a. Fiscal management of both Mental Health and MHSA budget units to assure optimal use of resources.

*Cost Reports for FY 2006-07, 2007-08, 2008-09, and currently 2009-10 have been reworked and updated by Patrick Larrigan, Stephen Marshall and the cost report consultant, Gary Ernst. This effort has resulted in significant savings in losses that might have otherwise incurred due to routine audit reviews by the State Department of Mental Health.*

*The annual update for FY 10-11 annual update to the State Department of Mental Health which includes CSS & PEI was submitted on April 27, 2010. Monies set aside for FY 2008-09, 2009-10 for statewide PEI programs have been allocated to CalMHSA on March 15, 2011. On June 17, 2010, SYMHS allocated \$223,950 into Prudent Reserve Fund for MHSA to meet statutory requirements.*

- b. Address components of MHSa funding that have not yet been applied for; spec. Work Employment Training (WET) and Innovative Programs (IP) funding.

*Doug Bond MFT was tasked with organizing and convening the community process necessary to gather community input from stakeholders in the development of the MHSA WET proposal for SYMHS. As of last week (3/11/2011) all of the focus groups with interested parties have been held. Mr. Bond is now writing the proposal and placing that information into the State's approved format for WET proposals. A first complete draft is expected in early April 2011 for posting and review. We expect this proposal to go to the State for review in early June 2011.*

*The proposal will address the work force development and training needs for Sutter and Yuba Counties. Some of the areas considered are: a) the repayment of student loans and a scholarship program; b) development of curriculum for web based training and distance learning; c) outreach programs at the high school, community college and university level; d) updated staff training in MHSA principles and best practices; and e) full inclusion of cultural competency in all aspects of student and professional training programs and curricula. The proposal will address the allocation of \$900,000 over a six (6) year period on these projects.*

4. Continue to expand PHF bed sales to neighboring counties to expand PHF utilization and maximize supporting revenue for this service. This year we have added another county to those with contracts for bed day purchases on the SYMHS PHF.

*In addition to the five (5) current county contracts with Shasta, Nevada, Placer, Glenn, and Trinity counties to Purchase PHF bed days on an as needed basis, this year we have added contracts with Calaveras and Plumas counties.*

***SY Mental Health Departmental (Program) Goals  
Identified for FY 2010-11***

**Administrative Services and the Business Office (Steve Marshall and Donna Thompson)**

1. Closely monitor payments from the State of California and manage cash flow for both budget units. Administrative changes imposed by the state, including deferral of payments, have made processing and tracking of payments more difficult so that additional management attention is required.  
*Payments from the State of California continue to require close monitoring as does our cash flow status. Borrowing for cash flow continues, but has now transitioned entirely out of the General Fund.*
2. Continue to improve timeliness and tracking of contract approvals.  
*There has been improvement in this area, but more can be done.*
3. Continue to reduce storage costs for paper documents by destroying medical and fiscal records the retention of which is no longer required by law and as approved by the Board of Supervisors. Continue to pursue opportunities to store documents electronically.  
*More medical records and fiscal records have been destroyed during this fiscal year. Medical records are now being consolidated in outside storage and we should be able to eliminate one of the rented storage containers in the near future. We are working with IT to find a solution that would allow us to start storing fiscal records electronically.*

**Goals for Business Office**

1. Continue to improve processes and procedures in the Business Office to increase efficiency and effectiveness. The Business Office processes and procedures have been improved with the combining of the Medi-Cal, Private Insurance and Medicare billing processes. Additional steps are being taken to refine the Accounts Receivables processes and to improve the monthly updates of client financials and billings.  
*The Business Office continues to refine the processes associated with Medi-Cal and Private Insurance billing. The implementation of Short-Doyle Phase II has required additional attention to areas such as share-of-cost, Medi-Cal insurance coding, and Medicare/Medi-Cal (Medi-Medi) billing.*  
  
*Accounts Receivable has implemented a personal telephone contact to accounts that have gone delinquent in an attempt to improve the collection of fees. In addition the consideration and approval of requests for fee adjustments has been limited to those accounts with extreme financial hardship.*
2. Continue to provide meaningful training to staff, including cross-training of Business Office staff to ensure everyone has back-up available to them to assist them during periods of absence and increased workload. This is a major factor that has allowed the Business



Office to meet ongoing requirements and continue to provide essential support services to the department despite reduced staffing.

*Currently there has been a slow down of cross-training within the Business Office due to workload shift, implementation of Short-Doyle Phase II, and assisting with coverage in other areas. Over the last year all Account Clerk IIIs have been trained in Medi-Cal and Insurance billing in an effort to keep the billing processes current as the Business Office assists in other support areas of Mental Health. It is anticipated that additional training in other areas of the Business Office and support services will take place over the next year as Mental Health continues to shift the workload of vacant positions during these trying financial times.*

***SY Mental Health Departmental (Program) Goals  
Identified for FY 2010-11***

**Adult Outpatient Services (Linda Loos, Hardeep Cloty, Mark Schlutsmeier, Susan Redford, Angie Colbert, Emerita Banuelos, Charlie Benson, Sheela Zacharia)**

1. Develop and implement a pilot protocol to reduce the “no show” rate for psychiatry appointments and decrease the number of days from initial assessment/intake to first routine psychiatric contact. Work collaboratively, utilizing an iterative process, with all involved adult outpatient staff and providers to develop, implement, and refine pilot protocols and procedures. *This goal was retained from last year with the additional implementation of a survey designed to obtain feedback from consumers regarding missed psychiatry appointments. Data obtained from the survey will allow us to more clearly identify and focus on any specific factors that may be contributing to missed psychiatry appointments.*

*We ended up addressing this goal from a different angle after engaging in collaborative interdisciplinary discussions incorporating input from psychiatry, nursing, licensed clinicians, team leaders, supervisors, case management, and administrative support staff. Nursing/Psychiatry partnerships evolved out of these collaborative interactions, and “no show/follow-up” clinics were implemented in adult outpatient which are coordinated, tracked & managed by nursing staff under the direction and supervision of psychiatry staff. Although the protocols for each clinic are essentially identical, each nursing/psychiatry team individualized certain aspects of the clinic protocols to address variations in caseload composition and clinical preferences.*

*Through implementation of these medication clinics, a number of benefits have occurred.*

1. *The psychiatry “no show” rate has declined significantly over the past three years for both routine and urgent appointments resulting in improved efficiency in adult outpatient services and a higher level of consumer/staff satisfaction with service delivery.*
  - *In FY '08—'09 the psychiatry NS rate was **32% for routine** and **10% for urgent** appointments.*
  - *In FY '09—'10, the psychiatry NS rate was **28% for routine** and **6% for urgent** appointments.*
  - *In FY '10—'11 to date, the psychiatry NS rate is **21% for routine** and approximately **5% for urgent***
2. *Psychiatry appointments are more readily accessible within an acceptable timeframe primarily because of the decrease in missed appointments.*

Psychiatry Access Table	FY '08—'09	FY '09—'10	FY '10—'11 to date	% change over 2.5 yrs:
# days from 1 <sup>st</sup> seen to 1 <sup>st</sup> <b>routine</b> psychiatry contact	41.62	27.05	21.47	48%
# days from 1 <sup>st</sup> seen to 1 <sup>st</sup> <b>urgent</b> psychiatry contact	2.36	3.78	1.55	35%

3. *Clients/consumers report a consistently high level of satisfaction with adult outpatient services per our Consumer Satisfaction Survey implemented February '09 and continuing to date, with 94% of returned surveys scored in the “very satisfied” range in FY '09—'10.*

4. *Interdisciplinary collaboration and communication in adult outpatient has improved significantly.*
5. *Anecdotally, we believe we are averting potential crises and/or possible psychiatric hospitalization due to improved outpatient ability to address emergent psychiatric issues in a timelier manner.*

*While we will continue our efforts to “fine tune” the implementation of these clinics, we believe this goal has been substantially improved at this time. However, reduction of no-shows is an ongoing goal for FY 2011-12.*

2. **Finalize format for monthly adult outpatient programs report. Track and monitor program data and outcomes on a monthly basis and utilize data to identify and develop any needed course corrections and/or change strategies and to maximize utilization of adult outpatient resources. This goal was retained from last year with continuing efforts to build a comprehensive historical and contemporary database which can be used to support program efficacy, indicate the need for a course correction, and ensure maximization of adult outpatient resources.**

*After almost three years, we have decided that the monthly and yearly adult outpatient data reports will continue to be a “work in progress”. Data was not previously collected or reported at the program level, and it has been determined that this will continue to be a “developmental” process for adult outpatient staff, with the format changing as part of the developmental/evolutionary process of collecting, reporting, sharing, and analyzing the data. The data collected by each work team has been, and will continue to be, very useful for the purpose of making more informed program decisions. Each month, after all program reports have been received by the program manager, an aggregate report is updated and then disseminated to all adult outpatient staff, including psychiatry. Comments, feedback, and observations are actively solicited, and team leaders are expected to review the data with their teams. Receipt and review of this data has provided us with the ability to more concretely ascertain whether or not what we’re doing is working or not working! We definitely will continue our efforts in this area, and now that we have a database consisting of almost three years of program data, we can move further into analysis and comparison. We would like to retain this goal as an ongoing “work in progress” for FY ‘11 –12.*

**Adult Outpatient Services Team Leaders/Supervisors, Team members, and the Program Manager will collaboratively identify and develop outcome measures specific to each MHSA program, and implement data collection protocols.**

*This goal has been only partially addressed to date. The MHSA Adult Urgent Services Team and Adult Outpatient Nursing/Psychiatry staff have worked very diligently to identify and address access and timeliness issues as identified in goal #1. We would like to retain this goal for the next fiscal year and continue working toward the identification of specific outcome measures for the Adult/Older Adult Full Service Partnership, the Ethnic Outreach Team, the Older Adult Outreach Team, and for Wellness & Recovery.*

**SY Mental Health Departmental (Program) Goals  
Identified for FY 2010-11**

**CSOC and Youth Services (Jackie Stanfill and Sandra Turnbull)**

**1. CSOC**

**a. Fully implement Big Brothers/Big Sisters program under PEI**

*BBBS is fully implemented. There are several matches made and more pending. There has been a shortage of male mentors. The BBBS Executive Director has been working on this issue lately.*

**b. Research and begin exploration of Teen Screen in primary care setting.**

*Working with Linda Loos and Charlie Benson to implement this. We have the materials we need, a brochure and resource list developed. Linda is to look at the billing pieces and the training pieces for primary care doctors. We are approaching Harmony Health and have discussed looking at Peach Tree Clinics. We will be doing an evaluation of this PEI component*

**c. Research and begin implementation of LOCUS and CALOCUS in TAY and CSOC.**

*LOCUS fully implemented in TAY - each case has one of these done as a team and will be developing protocols for repeating. CALOCUS being done on all EPSDT PIP cases and working on doing them at all intakes. Developed data base to track both scores. Developed chart form for CALOCUS to mirror LOCUS form. Need procedures written to fully implement.*

**2. Youth Services**

**a. To effectively realign services within new budget constraints.**

*This year has been one of dealing with the considerable issues resulting from the elimination of the county mental health role in Chapter 26.5 (AB3632) services. There have been transitional planning to undertake on behalf of every client served by the program; regular meetings with Education staff to assist in the transition to their requirement to assume responsibility for the program; legal implications and cases to track at the federal and state level; local negotiations to undertake. This has required attention at every level of the organization. We are in the end stages of winding up the current year's services, but anticipate that events at the state level will require a great deal of attention in the future.*

*This year the department has taken on several Social Work interns throughout various parts of the department and has developed a central role to assist in coordination of interface between the University (ies) and practice sites. Overall they have been an asset to the department and the department is considered to be a valuable learning environment for students.*

**b. To train staff and begin to utilize CALOCUS.**

*A national trainer was brought in to the department to train every child clinician and case manager in the use of the CALOCUS. Youth Services has begun to use it in Peer Review Meetings, EPSDT PIP Review Protocols, at points where we feel a higher level of care is needed and at Intensive Hospitalization Review Team meetings when suitable. There are plans to use after every new intake once our new process for intake is in place.*

***SY Mental Health Departmental (Program) Goals  
Identified for FY 2010-11***

**Quality Assurance Office (Laura Ruble, Sue Belcastro & Staff)**

1. Oversight of the two Performance Improvement Projects (PIP) involving the Hospital Readmission within 30 days study and the Statewide Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) evaluating youths with high utilization of services project.

*These two PIPs are progressing well; both have assessed for barriers, completed the study question and have focused interventions to address the problems. We are starting to collect data and measure the degree of improvements with the interventions.*

2. To oversee a variety of ongoing Utilization Review projects such as Medi-Cal Documentation Training, internal auditing and monitoring for Medi-Cal compliance, monitoring efforts in the Utilization Review Committee for trends and patterns of the utilization of services, and assessing new Department of Mental Health (DMH) regulations and assuring proper implementation.

*Quality Assurance (QA) has been successful in completing the above areas. There is a need for these activities to be ongoing and they are now in the fold of the regular activities in QA. Area specific goals will be addressed in next year's program goals.*

3. Develop and implement a new concurrent review process for all medical records due to Short-Doyle II.

*The Quality Assurance Office has successfully developed and implemented a concurrent EPSDT review process. The last EPSDT chart review was completed using this new review process.*

4. Prepare for the upcoming DMH Program Compliance Review and the Annual California External Quality Review Organization (CAEQRO) review.

*QA successfully completed the DMH Program Compliance Review with 100% Compliance.*

5. With regards to Therapeutic Behavioral Services (TBS), establish an ongoing process to incorporate the Decision-Maker and Stakeholders meeting feedback that aides in the development of system-wide strategies that increase the utilization of Therapeutic Behavioral Services (TBS).

*QA has established an ongoing process to incorporate the Decision-Makers' and Stakeholders' feedback to aide in the development of system-wide strategies to increase utilization of Therapeutic Behavioral Services (TBS). This goal has been met.*

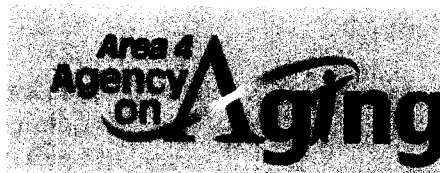
***SY Mental Health Departmental (Program) Goals  
Identified for FY 2010-11***

**Psychiatric Health Facility (PHF) Program (Doug Bond, Program Manager)**

1. Fill existing Clinical Director psychiatrist position.  
*Done as of 1/25/2011*
2. Update the existing Psychiatric Health Facility (PHF) Policy and Procedure manual.  
*Carry over to this year (because no clinical director in place).*
3. Continue accepting and building up out of county referrals to the PHF unit.  
*Ongoing process with positive outcomes.*

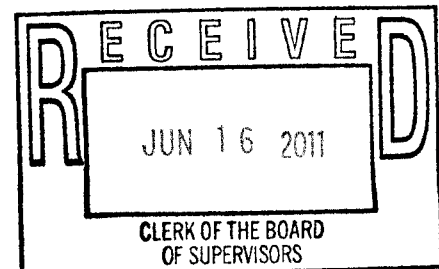
**Psychiatric Emergency Services (PES) Program (Doug Bond and Maura Briseno)**

1. Continue the billing program in Psychiatric Emergency Services (PES).  
*Ongoing process with positive outcomes.*
2. Update PES training/orientation manual and process.  
*Carry over to next year (PES supervisor shares social worker responsibilities on PHF making it difficult to dedicate time to this project).*
3. Update the existing PES Policy and Procedure manual  
*Ongoing process, policy and procedures are updated as needed.*



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

**General Purpose Financial Statements  
and Supplementary Information  
June 30, 2010**



**BOS CORRESPONDENCE B**

# *The County of Yuba*

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

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



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

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

**To: Honorable Board of Supervisors, Yuba County**  
**From: Louie B. Mendoza Jr., Agricultural Commissioner**  
**Subject: Receive the Yuba County Agricultural Crop Report for 2010**  
**Date: June 22, 2011**

Please receive the Yuba County Agricultural Crop Report for 2010. This report reflects the condition, acreage, production and value of the agricultural products in Yuba County.

The 2010 crop report is the second highest record in gross value for agricultural production on file for Yuba County at **\$195,479,000**. The 2010 crop report fell short of the 2009 all time high by \$2,703,000.

Of interest, our agricultural industry has set a three year record high as the 2010, 2009 and 2008 are the highest gross value years for Yuba County.

Enclosure:



# *The County of Yuba*

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

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



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KEVIN ROUSH  
ASSISTANT  
AGRICULTURAL COMMISSIONER  
DIRECTOR OF WEIGHTS & MEASURES

## YUBA COUNTY DEPARTMENT OF AGRICULTURE

Karen Ross, Secretary  
California Department of Food and Agriculture  
and  
The Honorable Board of Supervisors  
County of Yuba, California

In accordance with the provisions of Section 2279 of the California Food and Agricultural Code, I am pleased to submit the 2010 Crop Report for Yuba County. This report represents estimated acreage, yield, and gross value of agricultural products in Yuba County.

The gross value of Yuba County's agricultural production for 2010 fell short of last year's all time high by \$2,703,000 to **\$195,479,000**. The figures presented in this report are estimated gross values with no consideration of production costs and do not reflect net income to producers.

There were significant changes for 2010 in the following categories: Walnut (English), Almond, Timber and Milk with increases totaling over \$10,722,000 while Rice, Peach (Cling), and Kiwifruit decreased by \$9,295,000; although Rice is still by far the leading crop by nearly twice the next highest total value. Walnut yields and acreage harvested together with a stronger price have produced a Yuba County record high total value of \$35,311,000.

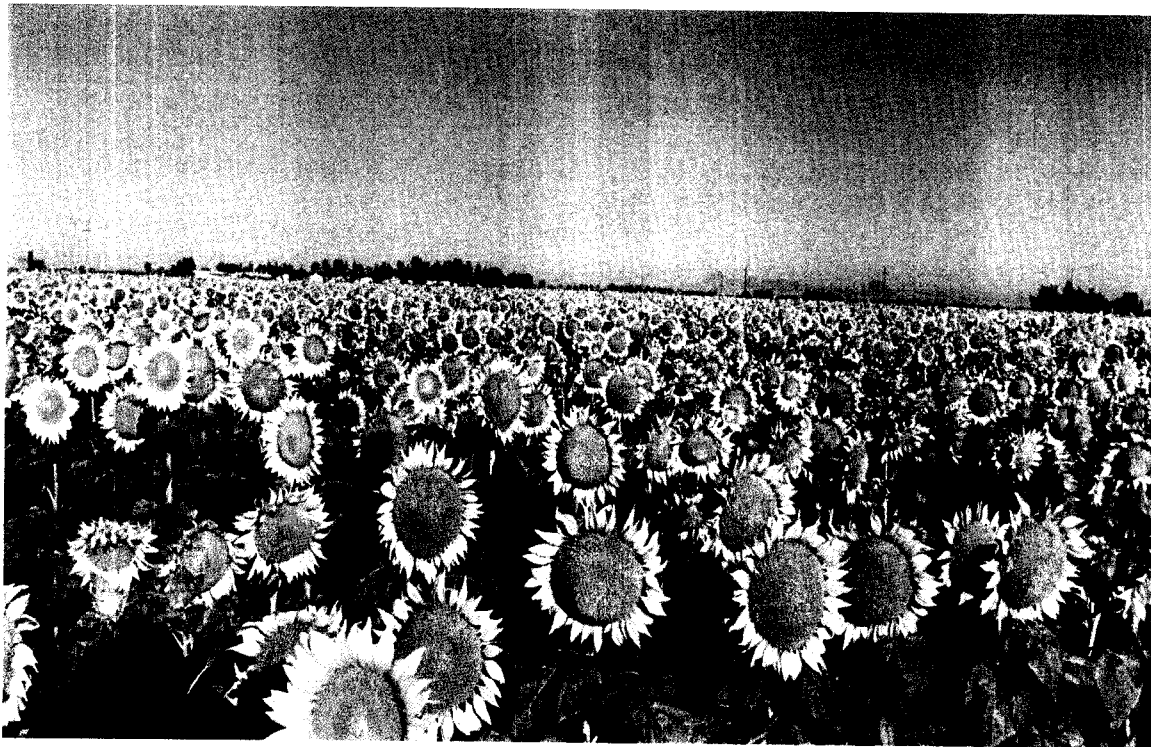
The contribution of agriculture to the economy of Yuba County is not totally reflected in the values contained in this report. Processing, transporting, marketing, and other farm related services directly or indirectly tied to agriculture benefited appreciably as the agricultural industry returned over **\$793,000,000** to our local economy in 2010.

My sincere appreciation is expressed to everyone who contributed information with special recognition to Robert Umino who compiled this report.

Respectfully submitted,

Louie B. Mendoza, Jr.  
Agricultural Commissioner

YUBA COUNTY  
AGRICULTURAL CROP REPORT  
FOR  
2010



Sunflowers grown for seed

Photo by Robert Umino

**YUBA COUNTY**  
**BOARD OF SUPERVISORS**

**ROGER ABE, CHAIRMAN**  
**HAL STOCKER**                      **MARY JANE GRIEGO**  
**ANDREW VASQUEZ, JR.**        **JOHN NICOLETTI**

**DEPARTMENT OF AGRICULTURE**

**915 - 8th Street, Suite 127**  
**Marysville, California 95901**  
**Phone (530) 749-5400**

**AGRICULTURAL COMMISSIONER**  
**Louie B. Mendoza, Jr.**

**ASSISTANT AGRICULTURAL COMMISSIONER**  
**Kevin Roush**

**STAFF**

**Kevin Lambert - Agricultural and Weights & Measures Specialist III**  
**Steven Anderson - Agricultural and Weights & Measures Specialist III**  
**Robert Umino - Agricultural and Weights & Measures Specialist III**  
**Todd Quist - Agricultural and Weights & Measures Specialist II**  
**Errol Storm - Agricultural and Weights & Measures Specialist III**  
**Margie Uralowich - Executive Assistant**  
**Jennifer Phillips - Office Specialist**

# FRUIT AND NUT CROPS

CROP	YEAR	PRODUCTION				VALUATION <sup>1</sup>	
		HARVESTED ACREAGE	PER ACRE	TOTAL	UNITS	UNIT VALUE	TOTAL VALUE
Almond - Total	2010	1,000	----	-----	-----	-----	\$2,090,000
	2009	650	----	-----	-----	-----	\$1,491,000
Almond - Nuts	2010	1,000	0.55	550	TONS	\$3,700	\$2,035,000
	2009	650	0.85	553	TONS	\$2,600	\$1,437,000
Almond - Hulls	2010	-----	----	688	TONS	\$80	\$55,000
	2009	-----	----	691	TONS	\$78	\$54,000
Grape - Wine, All	2010	76	----	-----	TONS	-----	\$438,000
	2009	91	----	-----	TONS	-----	\$487,000
Grape - Wine, Red <sup>2</sup>	2010	75	4.30	323	TONS	\$1,350	\$435,000
	2009	88	3.90	343	TONS	\$1,400	\$480,000
Grape - Wine, White <sup>3</sup>	2010	1	4.00	4	TONS	\$750	\$3,000
	2009	3	3.00	9	TONS	\$790	\$7,000
Kiwi	2010	312	6.80	2,122	TONS	\$1,700	\$3,607,000
	2009	290	6.71	1,946	TONS	\$1,908	\$3,713,000
Peach - Cling	2010	4,042	16.80	67,906	TONS	\$296	\$20,100,000
	2009	3,959	17.00	67,303	TONS	\$319	\$21,470,000
Prune/Dried Plum	2010	9,470	2.44	23,107	TONS	\$1,200	\$27,728,000
	2009	9,155	2.47	22,613	TONS	\$1,220	\$27,588,000
Walnut - English	2010	9,977	2.24	22,348	TONS	\$1,580	\$35,311,000
	2009	9,336	2.18	20,352	TONS	\$1,350	\$27,476,000
Misc. Fruit & Nut Crops <sup>4</sup>	2010	1,386	----	-----	-----	-----	\$5,330,000
	2009	1,217	----	-----	-----	-----	\$9,335,000
<b>Totals:</b>	<b>2010</b>	<b>26,263</b>				<b>\$94,604,000</b>	
	<b>2009</b>	<b>24,698</b>				<b>\$91,560,000</b>	

<sup>1</sup> Rounding may alter totals/computations slightly.

<sup>2</sup> Red Wine Grape varieties include Cabernet Franc, Cabernet Sauvignon, Grenache, Merlot, Mouvedre (Mataro), Petit Sirah, Petit Verdot, Pinot Noir, and Syrah (Shiraz).

<sup>3</sup> White Wine Grape varieties include Chardonnay, Rousanne, Sauvignon Blanc, Semillon, Viognier, and White Riesling.

<sup>4</sup> Apple, Apricot, Blackberry, Cherry, Chestnut, Citrus, Table Grape, Nectarine, Olive(for Oil), Pear (Asian, European, Fresh, and Processing), Persimmon, Peach (Freestone), Pistachio, Plum/Pluot, fresh Prune, Pomegranate, Strawberry, and Other Miscellaneous Fruit.

# FIELD AND VEGETABLE CROPS

CROP	YEAR	PRODUCTION				VALUATION <sup>1</sup>	
		HARVESTED ACREAGE	PER ACRE	TOTAL	UNITS	UNIT VALUE	TOTAL VALUE
Alfalfa <sup>2</sup>	2010	355	6.40	2,272	TONS	\$115	\$261,000
	2009	724	8.40	6,082	TONS	\$92	\$560,000
Hay - All <sup>3</sup>	2010	2,792	3.00	8,376	TONS	\$68	\$570,000
	2009	2,330	2.70	6,291	TONS	\$58	\$365,000
Pasture - Irrigated <sup>4</sup>	2010	9,300	1.00	9,300	ACRES	\$145	\$1,349,000
	2009	9,500	1.00	9,500	ACRES	\$145	\$1,378,000
Pasture - Dryland <sup>4</sup>	2010	189,000	1.00	189,000	ACRES	\$15	\$2,835,000
	2009	190,000	1.00	190,000	ACRES	\$14	\$2,660,000
Rice <sup>5</sup>	2010	38,600	4.35	167,910	TONS	\$420	\$70,522,000
	2009	36,830	4.45	163,894	TONS	\$478	\$78,341,000
Misc. Field, Vegetable, Nursery & Seed <sup>6</sup>	2010	5,668	-----	-----	-----	-----	\$4,581,000
	2009	5,523	-----	-----	-----	-----	\$4,922,000
<b>Totals:</b>	<b>2010</b>	<b>245,715</b>					<b>\$80,118,000</b>
	<b>2009</b>	<b>244,907</b>					<b>\$88,226,000</b>

<sup>1</sup> Rounding may alter totals slightly.

<sup>2</sup> Included in Hay for 2008

<sup>3</sup> Includes Oat, Ryegrass, Sudan, and Grass Hay.

<sup>4</sup> The valuation is not an animal production figure, but a land value (rental equivalent).

<sup>5</sup> Includes Production Flexibility Contract (PFC) and Market Loss Assistance Payment.

<sup>6</sup> Corn-Grain, Corn-Silage, Miscellaneous Silage, Oat (Grain), Pumpkins, Safflower, Squash, Corn-Sweet, Corn-Ornamental, Tomatoes-Processing, Wild Rice, Wheat, Miscellaneous Vegetable, Nursery, and Seed.

## LIVESTOCK AND APICULTURE

CROP	YEAR	NUMBER OF HEAD	PRODUCTION		VALUATION	
			TOTAL	UNITS	UNIT VALUE	TOTAL VALUE
<b>Cattle and Calves<sup>1</sup></b>	2010	10,000	----	----	----	\$5,851,000
	2009	11,000	----	----	----	\$5,827,000
<b>Sheep and Lambs</b>	2010	440	400	CWT	\$95.00	\$38,000
	2009	525	630	CWT	\$82.00	\$52,000
<b>Wool -- All</b>	2010	----	4,800	LBS	\$1.04	\$5,000
	2009	----	3,800	LBS	\$0.80	\$3,000
<b>Milk -- All</b>	2010	----	706,065	CWT	\$16.04	\$11,323,000
	2009	----	739,012	CWT	\$12.67	\$9,363,000
<b>Miscellaneous Apiary Products<sup>2</sup></b>	2010	----	----	----	----	\$70,000
	2009	----	----	----	----	\$55,000
<b>Pollination</b>	2010	----	6,300	COLONIES	\$85.00	\$536,000
	2009	----	7,000	COLONIES	\$70.00	\$490,000
<b>Totals:</b>	<b>2010</b>					<b>\$17,823,000</b>
	<b>2009</b>					<b>\$15,790,000</b>

<sup>1</sup> Includes Cows, Calves, Steers, and Replacement Heifers.

<sup>2</sup> Honey, Beeswax, Package Bees, and Queens.

## NURSERY<sup>1</sup>, SEED<sup>1</sup>, AND TIMBER

CROP	YEAR	PRODUCTION	UNIT	VALUATION
<b>Timber</b>	2010	18,846,000	B. F.2	\$2,934,000
	2009	12,371,000	B. F.2	\$2,606,000
<b>Totals:</b>	<b>2010</b>			<b>\$2,934,000</b>
	<b>2009</b>			<b>\$2,606,000</b>

<sup>1</sup> Nursery and Seed are in Miscellaneous Field and Vegetable Crops.

<sup>2</sup> B. F. means Thousand Board Feet

# 2010 FRUIT AND NUT CROP ACREAGES

ORCHARD AND VINE CROPS	BEARING	NON-BEARING <sup>1</sup>	TOTAL
Almond	1,000	5	1,005
Grape -- Wine, All <sup>2</sup>	76	0	76
Kiwi <sup>3</sup>	312	15	327
Misc. Fruit & Nut <sup>4</sup>	1,386	417	1,803
Peach -- Cling	4,042	211	4,253
Prune	9,470	909	10,379
Walnut -- English	9,977	2,421	12,398
<b>Total Fruit, Nut &amp; Vine:</b>	<b>24,698</b>	<b>4,966</b>	<b>29,664</b>

<sup>1</sup> Includes acres not harvested due to economic or weather related reasons.

<sup>2</sup> Red Wine Grape include the following varieties: Cabernet Franc, Cabernet Sauvignon, Merlot, Pinot Noir, Petit Syrah, Syrah, and Zinfandel. White Wine Grape include the following varieties: Chardonnay, Roussane, Sauvignon Blanc, Semillon, and Viognier.

<sup>3</sup> Acreage correction

<sup>4</sup> Apple, Apricot, Blackberry, Cherry, Chestnut, Citrus (including Mandarin), Table Grape, Nectarine, Freestone Peach, Olive for Oil, Pear (Asian, Bartlett, and Other), Persimmon, Pistachio, Plum/Pluot, Pomegranate, and Prune-Fresh.

## CROP ACREAGE HARVESTED

	2010	2009	2008	2007
Fruit and Nut Crops	26,263	24,698	23,773	25,857
Field and Vegetable Crops <sup>1</sup>	245,715	244,907	245,222	244,057
<b>Total Acreage Harvested</b>	<b>271,978</b>	<b>269,605</b>	<b>268,995</b>	<b>268,962</b>

## FOUR YEAR SUMMARY

	2010	2009	2008	2007
Fruit and Nut Crops	\$94,604,000	\$91,560,000	\$66,287,000	\$72,679,000
Field and Vegetable Crops	\$80,118,000	\$88,226,000	\$92,093,000	\$53,600,000
Nursery <sup>1</sup> , Seed <sup>1</sup> and Timber	\$2,934,000	\$2,606,000	\$2,514,000	\$5,014,000
<b>Total Crop Values</b>	<b>\$177,656,000</b>	<b>\$182,392,000</b>	<b>\$160,894,000</b>	<b>\$131,293,000</b>
Livestock and Apiculture	\$17,823,000	\$15,790,000	\$20,428,000	\$22,071,000
<b>Total Agricultural Value</b>	<b>\$195,479,000</b>	<b>\$198,182,000</b>	<b>\$181,322,000</b>	<b>\$153,364,000</b>

<sup>1</sup> Nursery and Seed are in Miscellaneous Field and Vegetable Crops.



## **2010 YUBA COUNTY PHYTOSANITARY EXPORTS**

The following commodities were exported directly from Yuba County in 2010. Note: In addition a number of Yuba County Phytosanitary export inspections are conducted and exported by other counties.

### **COMMODITIES**

Rice, Almond, Cherries, Kiwifruit, Logs, Burls, Pears, Prunes (fresh fruit and dried), Seed, and Walnuts (inshell and shelled).

### **PHYTOSANITARY EXPORT PARTNERS**

Armenia	Australia	Chile	China	Costa Rica
Czec Republic	Egypt	Finland	Germany	Greece
El Salvador	Guatemala	Israel	Italy	Japan
United Kingdom	Kuwait	Lebanon	Mexico	Netherlands
Qatar	Saudi Arabia	Spain	Taiwan	Jordan
United Arab Emirates	United Kingdom	Turkey	Viet Nam	

# ANNUAL SUSTAINABLE AGRICULTURAL REPORTING

## BIOLOGICAL CONTROL

Pest	Agent/Mechanism	Scope of Program
Ash White Fly <u>Siphoninus phillyreae</u>	Stingless Wasp <u>Encarsia nr. inaron</u>	Found in general distribution throughout county
Puncture Vine <u>Tibulus terrestris</u>	Stem & Seed Weevils <u>Macrolainus lypriformis</u> , <u>Macrolainus larenyii</u>	Found in general distribution throughout county
Yellow Star Thistle <u>Centaurea solstitialis</u>	Bud Weevil <u>Bangasternus orientalis</u> Seedhead Gall Fly <u>Urophora sirunaseva</u> Seedhead Fly <u>Chaetorellia</u> spp. Hairy Weevil <u>Eustenopus villosus</u>	Found in most areas of the county " " "
	Yellow Star Thistle Rust Fungus <u>Puccinia jaceae var. solstitialis</u>	Two monitored sites
Klamath Weed <u>Hypericum perforatum</u>	Klamath Weed Beetle <u>Chrysolina quadrigemina</u>	Found in general distribution throughout county
Red Gum Lerp Psyllid <u>Glycaspis brimblecombei</u>	Encyrtid Parasitoid Wasp <u>Psyllaephagus bliteus</u>	Found in general distribution throughout county
Skeleton Weed- <u>Chondrilla juncea L.</u>	Herbicide application	Three sites
Silverleaf Nightshade- <u>Solanum elaeagnifolium</u> AKA White Horsenettle	Herbicide application	One site
Russian Knapweed- <u>Acroptilon repens (L.) DC</u>	Herbicide application	Two sites

## PEST ERADICATION

Pest	Agent/Mechanism/Activity	Scope of Program
Hydrilla <u>Hydrilla verticillata</u>	Mechanical, Herbicide application Installed concrete lining to canal	26 Acres and 3 miles of canal
Japanese Dodder <u>Cuscuta japonica</u>	Monitoring	Two sites

## PEST EXCLUSION

UPS/U S Postal Shipments/Other Shipments/Packages Inspected  
Articles were Rejected/Destroyed for Various Pests

## ORGANIC FARMS

Number of Farms = 22      Estimated Acres = 4,100

Crops include Apple, Cherry, Citrus, Fig, Grape, Kiwi, Livestock<sup>1</sup>, Nectarine, Olive for Curing and Oil, Peach, Pear, Pecan, Persimmon, Plum/Pluot, Pomegranate, Prune, Rice, Walnut, Wild Rice and Misc. Vegetables.

## LEADING AGRICULTURAL COMMODITIES

2009		
	CROP	VALUATION
1	RICE	\$78,341,000
2	PRUNE/DRIED PLUM	\$27,588,000
3	WALNUT	\$27,476,000
4	PEACH, CLING	\$21,470,000
5	MILK	\$9,363,000
6	CATTLE & CALVES	\$5,827,000
7	PASTURE - ALL	\$4,038,000
8	KIWI	\$3,713,000
9	TIMBER	\$2,606,000
10	ALMONDS - ALL	\$1,491,000

2010		
	CROP	VALUATION
1	RICE	\$70,522,000
2	WALNUT	\$35,311,000
3	PRUNE/DRIED PLUM	\$27,728,000
4	PEACH, CLING	\$20,100,000
5	MILK	\$11,323,000
6	CATTLE & CALVES	\$5,851,000
7	PASTURE - ALL	\$4,184,000
8	KIWI	\$3,607,000
9	TIMBER	\$2,934,000
10	ALMONDS - ALL	\$1,491,000

# LEADING CROP SUMMARY

RICE: Rise in Acreage, Lower Yield & Prices

WALNUT: Higher Yields, Prices, & Acreage Harvested

PRUNE/DRIED PLUM: More Acreage Harvested, Lower Price & Yield

PEACH, CLING: Lower Yield & Price

MILK: Increase in Price

CATTLE & CALVES: Increase in price, Decrease in Head Marketed

PASTURE - ALL: Slight Decrease in Value

KIWI: Decrease in Price

TIMBER: Increase in Harvest

ALMONDS - ALL: Increase in Price

# RECAPITULATION

	2009	2010
Fruit and Nut Crops	\$91,560,000	\$94,604,000
Field and Vegetable Crops	\$88,226,000	\$80,118,000
Nursery <sup>1</sup> , Seed <sup>1</sup> , and Timber	\$2,606,000	\$2,934,000
Livestock and Apiculture	\$15,790,000	\$17,823,000
Total Agricultural Production	\$198,182,000	\$195,479,000

<sup>1</sup> Nursery and Seed is in Miscellaneous Field and Vegetable Crops.