

BOARD OF SUPERVISORS

AGENDA

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



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

AUGUST 23, 2011

8:30 A.M. YUBA COUNTY WATER AGENCY

9:15 A.M. YUBA COUNTY HOUSING AUTHORITY

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 Griego

II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker

III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

A. Administrative Services

1. Approve Memorandum of Understanding with Feather River Air Quality Management District for information technology services and authorize the Chairman to execute same. (Ten minute estimate) (368-11)
2. Approve Memorandum of Understanding with Yuba County Water Agency for geographic information systems (GIS) services and authorize the Chairman to execute same. (Ten minute estimate) (369-11)

B. Agricultural Commissioner

1. Adopt resolution accepting Yuba County Water Agency grant for temporary financial support to maintain the USDA Wildlife Services (trapper) program and authorizing the Agricultural Commissioner to execute agreement. (358-11)
2. Authorize out-of-state travel for the Agricultural Commissioner to represent the County and the California Agricultural Commissioners and Sealers Association on delegation to Washington DC during Fiscal Year 2011-2012. (382-11)

C. Clerk of the Board of Supervisors

1. Reappoint Opal Richardson to the In-Home Supportive Services Advisory Committee as a representative for a term ending April 23, 2013. (359-11)
2. Approve minutes of the regular meeting of August 2, 2011. (383-11)

D. Community Development and Services

1. Adopt resolution approving application for Yuba County Community Services Commission Community Services Block Grant to provide aquatic recreational programming for summer 2012. (Land Use and Public Works Committee recommends approval) (360-11)

2. Approve Memorandum of Understanding with Yuba County Water Agency for drainage maintenance and storm water management plan compliance; accept grant for \$200,000 for drainage improvements in Linda/Olivehurst, and authorize the Chairman to execute same. (361-11)
3. Award contract to Intermountain Slurry Seal, the apparent low bidder for 2011 Rubberized Chip Seal Project and authorize the Chairman to execute same upon County Counsel review and approval. (362-11)

E. County Administrator

1. Consider letter to Recology Yuba-Sutter approving the use of the Ponderosa Transfer Station by a limited number of Plumas County residents in the La Porte area and authorize the Chairman to execute same. (373-11)

F. Health and Human Services

1. Adopt resolution authorizing the Director of the Health and Human Services Department to execute agreements for educational internships with local colleges and universities. (Human Services Committee recommends approval) (363-11)

IV. **SPECIAL PRESENTATION**

- A. Present proclamation to California Prostate Cancer Coalition proclaiming September 2011 Prostate Cancer Awareness Month. (Five minute estimate) (364-11)
- B. Receive presentation on Yuba-Sutter Enterprise Zone Fiscal Year 2010-2011. (Fifteen minute estimate) (365-11)
- C. Receive 2011 Economic Development mid-year report and work program. (Fifteen minute estimate) (384-11)

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

VI. **COUNTY DEPARTMENTS**

A. Administrative Services

1. Approve HMC/Beverly Prior Architects as the first choice selection and LPA Architects as the alternate selection for the County's architectural partner for the Sheriff's Facilities as recommended by the Sheriff's Office Architectural Services Evaluation Committee. (Ten minute estimate) (366-11)
2. Approve Pacific Gas and Electric utility easement on APN 019-230-080 and authorize the Chairman to execute same. (Ten minute estimate) (367-11)

B. Board of Supervisors

1. Receive and approve responses to the Grand Jury Final Report for Fiscal Year 2010-2011 and authorize the Chairman to execute same. (Fifteen minute estimate) (370-11)

C. Community Development and Services

1. Adopt resolution waiving park fees and granting exclusive use for the Tsi-Akim Maidu Tribes 12th Annual Indigenous Peoples Days at Sycamore Ranch October 7 - 10, 2011. (Ten minute estimate) (371-11)

D. County Administrator

1. Receive presentation from Valley Vision on joining Sacramento Regional Broadband Consortium and consider authorizing the Chairman to execute letter of support. (Fifteen minute estimate) (372-11)

2. Authorize Budget Transfer in the total amount of \$4,790,921 of capital improvement funds from Public Facility Capital Outlay accounts and various impact fee accounts in anticipation of construction of the new Sheriff's Facility and receive impact fee report from Economic and Planning Systems. (Fifteen minute estimate) (374-11)
3. Authorize Budget Transfer in the amount of \$492,000 for six months estimated expenditures for design and development of Sheriff's facilities located at 720 Yuba Street, Marysville. (Ten minute estimate) (375-11)

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

- A. Public Hearing - Hold public hearing and adopt resolution approving an amendment to the Recology Yuba Sutter Franchise Agreement adopting a rate decrease of .10% and adopting an increase in the monthly Regional Waste Management Authority surcharge of 50% effective October 2011. (Fifteen minute estimate) (376-11)

VIII. **ITEM OF PUBLIC INTEREST**

- A. Consider request from Yuba-Sutter United Way to waive Special Event fees in the total amount of \$119 associated with Community Fair scheduled September 10, 2011 at Washington Square Park. (Ten minute estimate) (377-11)
- B. Consider approval of Second Hand Dealer's permit from Kimerli Rempp dba Yellow Ribbons Thrift and Gift Shop / Central Valley Homeless Veterans Assistance Program. (Ten minute estimate) (378-11)

IX. **CORRESPONDENCE** - (379-11)

- A. Notice from California Fish and Game Commission relating to Wildlife Area Passes and Annual Fee Adjustments for Sport and Commercial Fishing. (Provided to Fish and Game Advisory Commission)
- B. Letter from Sierra County Board of Supervisors opposing Assembly Bill 109 Public Safety Realignment
- C. Letter from Cal Recycle Department of Resources Recycling and Recovery enclosing Evaluation Results of the County of Yuba Environmental Health Division as the Local Enforcement Agency (LEA) for the jurisdiction of Yuba and Sutter Counties.
- D. Two notices from California Emergency Management Agency advising of disaster designation for the primary counties of Stanislaus and Yuba and contiguous counties due to agricultural losses caused by storms that occurred June 3, through June 6, 2011.

X. **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.

XI. **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 014-010-016 (Jimmy Williams) Negotiating Parties: County of Yuba/Mike Lee/Kevin Mallen Negotiation: Price and Terms of Payment
- B. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 016-350-003 Negotiating Parties: County of Yuba/Mike Lee/Kevin Mallen Negotiation: Price and Terms of Payment

XII. **ADJOURN**

11:30 A.M. YUBA COUNTY REDEVELOPMENT AGENCY

- A. Roll Call - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- B. Consider options resulting from ABX1 26 Community Redevelopment and ABX1 27 Voluntary Alternative Redevelopment Program. (Fifteen minute estimate)
- C. Adjourn

COMMITTEE MEETINGS

1:30 P.M. Human Services Committee - (Supervisors Stocker and Vasquez - Alternate Supervisor Abe)

- A. Consider agreement with Children's Home Society for CalWORKs Child Care Services - Health and Human Services (Ten minute estimate) (380-11)
- B. Consider resolution amendments and changes to the agreement for professional services for the Transitional Housing Placement Plus program (THP-Plus) - Health and Human Services (Ten minute estimate) (381-11)

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

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

PUBLIC INFORMATION

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

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

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

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

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

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

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

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

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

End

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

915 8th Street, Suite 123

Marysville, California 95901

www.co.yuba.ca.us



BUILDING

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CODE ENFORCEMENT

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HOUSING AND COMMUNITY SERVICES

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749-5430 • Fax 749-5434

PARKS AND RECREATION

749-5430 • Fax 749-5434

**HOUSING AUTHORITY COMMISSION
BOARD OF SUPERVISORS CHAMBERS
915 8TH STREET, MARYSVILLE
August 23, 2011 at 9:15 A.M.**

AGENDA

I. CALL TO ORDER

II. ROLL CALL

Commissioner Abe
Commissioner Griego
Commissioner Nicoletti
Commissioner Stocker
Commissioner Vasquez

III. CONSENT ITEMS

- A. Approve Minutes – June 7, 2011
- B. Approve Submission of CSBG Family Self Sufficiency Grant Application
- C. Adopt Changes to the Utility Allowance Effective September 1, 2011
- D. Approve FY 2011-2012 Housing Authority Budget

IV. ADJOURNMENT



MINUTES
YUBA COUNTY HOUSING AUTHORITY COMMISSION
June 7, 2011

The meeting of the Yuba County Housing Authority Commission was called to order by Commissioner Vasquez at 5:55 p.m. in the Yuba County Board of Supervisors Chambers, Yuba County Government Center, Marysville, California with a quorum being present as follows: Commissioners Abe, Griego, Nicoletti, Stocker and Vasquez.

NEW BUSINESS

None.

CONSENT ITEMS

Commissioner Nicoletti made a motion to approve the consent agenda which included the minutes of May 3, 2011, approve the submission of the HCV Family Self Sufficiency Coordinator Grant Application, approve the changes to the Administrative Plan and approve the Addendum to Administrative Plan for Affirmatively Furthering Fair Housing for FSS Program Grant and Affirmatively Furthering Fair Housing for Rental Assistance for Non-Elderly Persons with Disabilities Grant. Commissioner Abe seconded and the motion carried unanimously.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business, Commissioner Vasquez adjourned the meeting at 5:56 p.m.

_____, Commissioner Vasquez, Chair

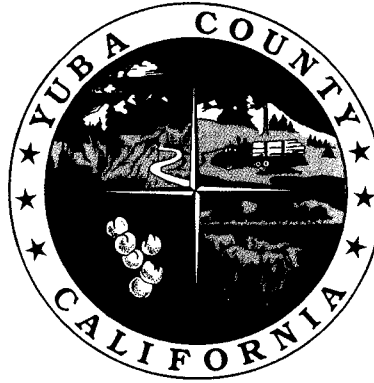
_____, (Director/Secretary)

The County of Yuba

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DATE: August 23, 2011

TO: YUBA COUNTY HOUSING COMMISSIONERS

FROM: Wendy Hartman, CDSA – Planning Director *WH*
Debra J. Phillips, Executive Director *Debbie*

**SUBJECT: SUBMISSION OF THE COMMUNITY SERVICES BLOCK GRANT
APPLICATION/RESOLUTION TO THE YUBA COUNTY COMMUNITY
SERVICES COMMISSION**

Recommendation:

Approve submission of the Community Services Block Grant (CSBG)
Application/Resolution to the Yuba County Community Services Commission

Background:

The Yuba County Housing Authority has applied for a CSBG grant for a portion of the salaries for a Senior Housing Specialist/Family Self-Sufficiency (FSS) Coordinator and consumables to implement the FSS program. This position has been funded through a HUD grant for approximately fifteen years and the program has earned fifty vouchers as a result of helping families become self-sufficient. In addition, the program has successfully applied for and received \$15,200 - \$30,000 per year in Community Service Block Grant (CSBG) funds for consumables and salaries to provide services to low income persons in the FSS program.

Discussion:

This CSBG application seeks \$18,500 to provide a small portion of salaries for the FSS Coordinator position and consumables for direct services to low-income residents of Yuba County.

Fiscal Impact:

These funds would not affect the Housing Authority's general operating budget nor any cost to the County.



RFP APPLICATION: 2012YCSBG/FSS-

DATE RECEIVED: _____

TIME RECEIVED: _____

EXHIBIT "I"
YUBA COUNTY COMMUNITY SERVICES COMMISSION
COMMUNITY SERVICES BLOCK GRANT
REQUEST FOR PROPOSAL

APPLICATION

REQUESTING AGENCY Yuba County Housing Authority DATE: 7/14/2011

MAILING ADDRESS 915 8th Street Suite 130, Marysville, CA 95901

CONTACT PERSON Jane McMillan, Senior Housing Specialist PHONE: 530-749-5460

AGENCY OFFICIAL AUTHORIZED TO SUBMIT THIS PROPOSAL: Original Board Resolution authorizing submission of this proposal must be attached. Private non-profits must submit evidence of 501(c)(3), including EIN. Proposals received without an original Board Resolution and evidence of 501(c)(3) for private non-profits, WILL NOT BE CONSIDERED.

Signature (Please Sign in Blue Ink)

Andrew V. [Signature] Board Chairperson
(Type or Print Name and Title)

PRIORITY AREA OF SERVICE: (Circle One) Family Self-Sufficiency

BUDGET SUMMARY: _____

CSBG FUNDS OTHER FUNDS TOTAL

Personnel: _____

Operating Costs: \$18,500

TOTAL: \$18,500

NARRATIVE

1. QUALIFICATIONS:

To provide assessment, guidance and financial opportunities to Family Self-Sufficiency (FSS) participants. Encourage the transition of FSS participants from a dependent (government assistance) to independent (free from all government assistance) status.

The Yuba County Housing Authority (YCHA) has assisted very low income persons since 1976. The primary function of the YCHA is to assist very low-income persons (62 or over, handicapped, disabled, veteran and families) with rental assistance to afford decent, safe and affordable housing. The Department of Housing and Urban Development has expanded the definition somewhat to also include FSS. Our agency's current mandate is two fold: (1) to assist with rental payments and (2) to aid persons/families in becoming financially stable, self supporting and not dependent on government assistance programs.

In 1994 the YCHA responded to the HUD mandate by implementing the FSS program for families receiving rental assistance. In 1995 a FSS Coordinator was employed by the YCHA to provide full-time case management to participants in the program. In 1996 the program was expanded to include any low income Yuba County residents. On January 1, 2008 the YCHA reviewed the needs of the agency and developed a new position, Senior Housing Specialist. The duties of the Senior Housing Specialist encompass Section 8 housing choice voucher (HCV) and FSS administration.

The current FSS program provides personal contacts life skills workshops, referrals to appropriate county and private agencies, education and transportation assistance, and job search skills.

Currently, forty-three (43) very low-income Yuba County residents participate in our FSS program. Of those, seven (7) are employed, one (1) has no income, twenty-seven (27) are receiving education or work experience, eight (4) are seeking employment or are in training and the final four (4) families are still in the evaluation process to see what services we can offer to benefit their specific needs. Twenty-four (24) of the total participant households also receive Section 8 HCV assistance.

During the year we have seen several participants complete their GED and currently have two (2) enrolled to complete their GED or receive their high school diploma. There are three (3) who attend Cambridge College in nursing studies and two (2) who graduated with their associate's degree from Yuba College.

Our Section 8 HCV FSS participants have been disbursed escrow account amounts ranging from \$678.64 to \$10,295.59 at the completion of their contracts. Currently there are eight (8) HCV participants with escrow balances averaging \$911.00.

2. NEED/PROBLEM:

The County of Yuba has a variety of service programs in place to assist low-income families. The programs offer services that address specific areas. However, once that area of specialty has been addressed the agencies are unable to continue with services either because of regulation or lack of personnel. There are a large number of Yuba County residents who participate or who are eligible to participate in these programs who continue to depend on government assistance programs for their financial support. Many of the clients who are involved in programs are unable to move on because they lack various life skills needed to overcome the barriers that block their path to self-sufficiency. The individuals experience problems such as drug or alcohol addiction, mental health issues, legal problems, family violence, lack of education, childcare problems, lack of basic communication skills, lack of job retention skills, problems with personal hygiene or lack of dependable transportation. These clients need individual attention in addressing their barriers. Because of the high number of clients in the area individual attention is not always available in the mandated programs.

There is a greater need for a program to address the barriers that a client encounters due to the continued changes in welfare reform and decreases or elimination of available assistance. The FSS program would strive to enhance any program that the client may be involved in. The program will provide coordination of services to avoid duplication of service delivery, thus augmenting the efficiency of the mandated programs. The goal is to assist the client taking advantage of the services offered in one or more programs and to make a seamless transition from one program to another.

3. PROGRAM:

The role of the YCHA will be that of a facilitator. Those who wish to participate will be identified and provided with an orientation to the FSS program at the initial intake interview. The YCHA staff will maintain contact with the family, supplying guidance and encouragement. Our goal is to assist the FSS families in their journey to self-sufficiency through family based case management.

Breakdown of the program consists of an initial application, staff evaluation of employment potential, interview/assessment meetings to outline the FSS program, housing needs background, job training, childcare, transportation, emotional and counseling needs, substance abuse, domestic violence, parenting problems and other needs that arise that could prevent the client from achieving their goal of self-sufficiency.

After an assessment is completed an individual training and service plan (ITSP) will be drawn up. The ITSP will clearly identify the client's long term goal, interim goals, barriers to achieving the long- and interim goals and steps to be taken to eliminate or manage the identified barriers. The client will be expected to fully participate in the development of the ITSP including identifying goals, barriers

and solutions. Once the ITSP is completed it will be signed by the client and the case manager. A new plan will be developed each time a new barrier is identified or the client has reached their interim goal.

A Contract of Participation will define support services that the family will receive while participating in the FSS program. The contract includes a description of the responsibilities of the family including conditions and cause for terminating their participation in the FSS program. The signature of the client and staff are required.

Once the client has signed the contract and ITSP, referrals, vouchers or purchase orders will be generated and forwarded to the appropriate agencies or providers. YCHA staff may facilitate appointments when appropriate and will have the option of attending the appointments if requested by the client.

The coordinator will verify and follow through with a minimum of monthly contact with the participant. Quarterly progress reports are sent to each participant with the requirement that they must be returned.

The FSS program will encompass counseling (financial, drug/alcohol, mental/emotional health), child care (school, work), education (GED, high school diploma, college, vocational training) and job training (WIA), and job search skills (EDD). YCHA staff will provide one on one contact, workshops and seminars to supplement what is learned through outside service agencies.

Life skill workshops and training will be offered. This will help the clients to learn to deal with various problems they encounter. These may include budgeting, self-esteem, credit repair, light auto maintenance, home care, or stress management. As problem areas are identified workshops and training will be developed.

4. EVALUATION:

The YCHA staff will meet with each client on a regular basis to evaluate their progress. The ITSP will be referred to in determining if the client has made progress in meeting their goals. The plan will list specific actions to be taken by the client. If the client is unable to follow through and barriers are identified, then a revised plan will be developed. The service plans will deal with short-term goals and objectives along with a list of actions to be taken by the YCHA and the client. These specific plans will help the client and the agency to focus and take things one step at a time. These plans will also be used to see exactly what the client has accomplished and what goals have been met.

5. PHASE OUT PLAN:

Family self-sufficiency is a relatively new concept but Yuba County has offered these services since 1994. There are many programs that deal with issues and provide for some case management, however, the FSS program deals with all

barriers that prevent someone from being self-sufficient through comprehensive case management and referrals to appropriate service providers.

Our target group may have experienced years of dependence on government aid. It is not realistic to expect them to make all the changes and develop the skills needed to become self-sufficient in one year.

It is hoped that the program develops self-reliance community support of the concept is necessary. Efforts will be made to cultivate community support, with the goal of establishing the funding sources. The plan is that once the community is aware of our efforts they will support the program by offering services and/or financial support. It is hoped that with community support, dependence on CSBS funds will be reduced by 5%-10% per year.

6. INTER-AGENCY COORDINATION:

The YCHA staff networks with other area service agencies in order to provide referrals and services to the FSS participant. The YCHA strives to work with other agencies to ensure that the client's life skills needs are met so they are able to fully benefit from the services offered by outside agencies. The YCHA staff provides case coordination so that duplication of services is avoided. The YCHA approach to FSS is that by offering intense case management, the service agencies will be more effective and clients will likely be successful.

We continue to work with Children's Home Society for child care needs, Department of Human Services, CalWorks and WIA for coordination of job training, etc., and Yuba College, Sutter County One Stop, Yuba County One Stop, CTEC and the Marysville Adult Education program for educational needs.

7. ACCESSIBILITY:

The initial intake interview is held at the YCHA conference room, which is handicap accessible. Transportation will be evaluated on a case by case basis and is dependent upon the course of action taken by the client. The YCHA vehicle is available to offset transportation problems to the office or participant's residence. A telephone system (TDD/TYY) for speech and hearing impaired is currently available.

8. RESOURCE DEVELOPMENT:

The YCHA receives Federal Register clippings to review new NOFAs available. Private resources will be sought on an on-going basis. Funding for the Senior Housing Specialist/FSS Coordinator will continue to be sought from the Department of Housing and Urban Development. HUD initially funded the coordinator position in 1997 and has continued in subsequent years. YCHA will be applying for the HUD grant funding in a similar process to the one in 2010 where they will be evaluating electronic data submissions and using a formula to grant FSS Coordinator funds.

MISSION STATEMENT

It is the mission of the Family Self-Sufficiency Program Coordinating Committee to assist the housing authority in providing low-income families and families on public assistance with the information and knowledge necessary to become motivated to achieve self-sufficiency so they may live independent of, or with a minimum of public assistance.

WE BELIEVE:

1. Being economically self-sufficient develops pride and self esteem for all members of the family.
2. Government (federal, state, or local) should never do for an individual or family what that individual or family can do for themselves.
3. Many individuals and families need knowledge, information and assistance to become self-sufficient.
4. The total dependence on government for one's survival is self-degrading.
5. It is the responsibility of the community, in cooperation with government agencies, private businesses and industry to participate in the design and implementation of a program to alleviate the need for dependency on public assistance in the County of Yuba.
6. Motivation is the key to one's success. With motivation and a belief in one's self all things are possible.
7. Knowledge, information and encouragement are the catalysts for motivation.
8. That most people can become self-sufficient.
9. People are our most important product, and by helping people become self-sufficient we improve our communities, our state and our nation conserve resources and develop productive citizens.
10. The client is the most important person in the family self-sufficiency program.
11. Being a productive and contributing member of society is a basic need of all people.
12. Success of the program depends upon an alternate approach to making people self-sufficient.

ATTACHMENT I
CSBG CONTRACT BUDGET SUMMARY

Contractor Name: Yuba County Housing Authority	Contract Number:	Contract Amount: \$18,500
Prepared By: Jane McMillan, Senior Housing Specialist	Contract Term: 1/1/2012-12/31/2012	Amendment #:
Telephone #: 530-749-5460	Fax Number: 530-749-5464	
Date: 7/18/2011	E-mail Address: jmcmillan@co.yuba.ca.us	

SECTION 10: ADMINISTRATIVE COSTS

Line Item	Description	CSBG Fund (rounded to the nearest dollar)
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Subcontractor Services	
7	Other Costs:	
total Section 10: Administrative Costs (cannot exceed 12% of the agency Total Operating Budget in Section 80)		

SECTION 20: PROGRAM COSTS

Line Item	Description	CSBG Funds (rounded to the nearest dollar)
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	\$18,500
4	Equipment	
5	Out-of-State Travel	
6	Subcontractor Services	
7	Other Costs:	
Subtotal Section 20: Program Costs		\$18,500

SECTION 40: Total CSBG Budget Amount (Sum of Subtotal Sections 10 and 20)	\$18,500
SECTION 70: Enter Other Agency Operating Funds Used to Support CSBG	
SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)	\$18,500
SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 80)	

FRINGE BENEFITS		Section 10 Administrative Costs	Section 20 Program Costs
Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.)		List CSBG funds Budgeted Line 2	List CSBG Funds Budgeted Line 2
	Percentage		
TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 425.S (BUDGET SUMMARY)			

ATTACHMENT I
CSBG BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name:	Yuba County Housing Authority	Contract Number:		Contract Amount:	\$18,500
Prepared By:	Jane McMillan, Senior Housing Specialist	Contract Term:	1/1/2012-12/31/2012	Amendment #:	
Telephone #:	530-749-5460	Fax Number:	530-749-5464		
Date:	7/18/2011	E-mail Address:	jmcmillan@co.yuba.ca.us		

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

EXPLAIN AND JUSTIFY EACH LINE ITEM Totals must match CSD 425.S Budget Summary form Attach additional sheet(s) if necessary Missing descriptions shall result in delay of the contract execution.	CSBG	
	Section 10 Administrative Costs	Section 20 Program Costs
List all Operating Expenses Items necessary for participant's success. Example: text books, bus passes, interview/work clothes, auto repairs, school supplies, emergency child care	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form \$18,500
List all Equipment Purchases	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form
List all Out-of-State Travel: Name of conference; Specify location; Cost per trip	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form
List all Subcontractor Services	6 sum should equal total on line item 6 of CSD 425.S Budget Summary form	6 sum should equal total on line item 6 of CSD 425.S Budget Summary form
Other Costs - Explain & Justify each line item (i - iv): Any additional Other Costs (attach additional sheet if necessary):	Section 10 Administrative Costs	Section 20 Program Cost
i		
ii		
iii		
iv		
Total Other Costs (Sum of i, ii, iii, iv):	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form

Goal 1: Low-income people become more self-sufficient.

NPI 1.2: Employment Supports

Problem Statement: (If additional space is needed, please attach a separate sheet.)

1. Yuba County has minimum wage employment unless you have training or skills to get employment that offer higher wages.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

1. Receive training and skills that are needed in the county--example: medical, teaching, construction, welding. In Yuba County as of 2008, to be self-sufficient by making a living wage, a single parent with an infant needed to earn \$2942 per month, a two parent family with two preschool aged children needed to earn \$4553. More schooling equals higher earning potential.

National Performance Indicator 1.2		1		2	3
Employment Supports		Number of Participants Projected to be Served for Contract Period (#)	Reporting Period	Number of Participants Enrolled in Program(s) in Reporting Period (#)	Number of Participants Achieving Outcome in Reporting Period (#)
The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action, as measured by <u>one or more</u> of the following:					
A. Obtained skills/competencies required for employment	7	Mid-Year			
		Annual			
B. Completed ABE/GED and received certificate or diploma	3	Mid-Year			
		Annual			
C. Completed post-secondary education program and obtained certificate or diploma	3	Mid-Year			
		Annual			
D. Enrolled children in "before" or "after" school programs		Mid-Year			
		Annual			
E. Obtained care for child or other dependant	2	Mid-Year			
		Annual			
F. Obtained access to reliable transportation and/or driver's license	5	Mid-Year			
		Annual			
G. Obtained health care services for themselves or a family member		Mid-Year			
		Annual			
H. Obtained safe and affordable housing	7	Mid-Year			
		Annual			
I. Obtained food assistance		Mid-Year			
		Annual			
J. Obtained non-emergency LIHEAP energy assistance		Mid-Year			
		Annual			
K. Obtained non-emergency WX energy assistance		Mid-Year			
		Annual			
L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX)		Mid-Year			
		Annual			
In the rows below, please include any additional indicators for NPI 1.2 that were not captured above.					
		Mid-Year			
		Annual			

BEFORE THE YUBA COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS

IN RE:

Resolution No.: 2011-2

Authorize Execution of the 2012 Community)
Services Block Grant Application/Contract)
For Family Self Sufficiency By the Housing)
Authority)

WHEREAS, the Yuba County Board of Supervisors have previously approved the 2012/13 Yuba County Community Services Block Grant Community Action Plan, and accepted the statewide priority of Family Self Sufficiency, and

WHEREAS, the Family Self Sufficiency priority may be met through services provided through the Family Self Sufficiency program offered by the Yuba County Housing Authority, Department of Community Development, and

WHEREAS, the Housing Authority, Department of Community Development, is capable of providing these services, and provided such services in the previous years.

NOW THEREFORE BE IT RESOLVED that the Housing Commission Chair or the Executive Director is hereby authorized to submit and execute the Application/Contract and any other documents deemed necessary for funding under the 2012 Community Services Block Grant program an amount not to exceed \$18,500 to provide Family Self Sufficiency services, meeting the statewide priority.

PASSED AND ADOPTED at a meeting of the Housing Commissioners of the County of Yuba, State of California, on the 23rd day of August 2011 by the following vote:

AYES:

NOES:

ABSENT:

Andrew Vasquez, Chair

ATTEST:

By: _____
Debra J. Phillips, Executive Director/Secretary

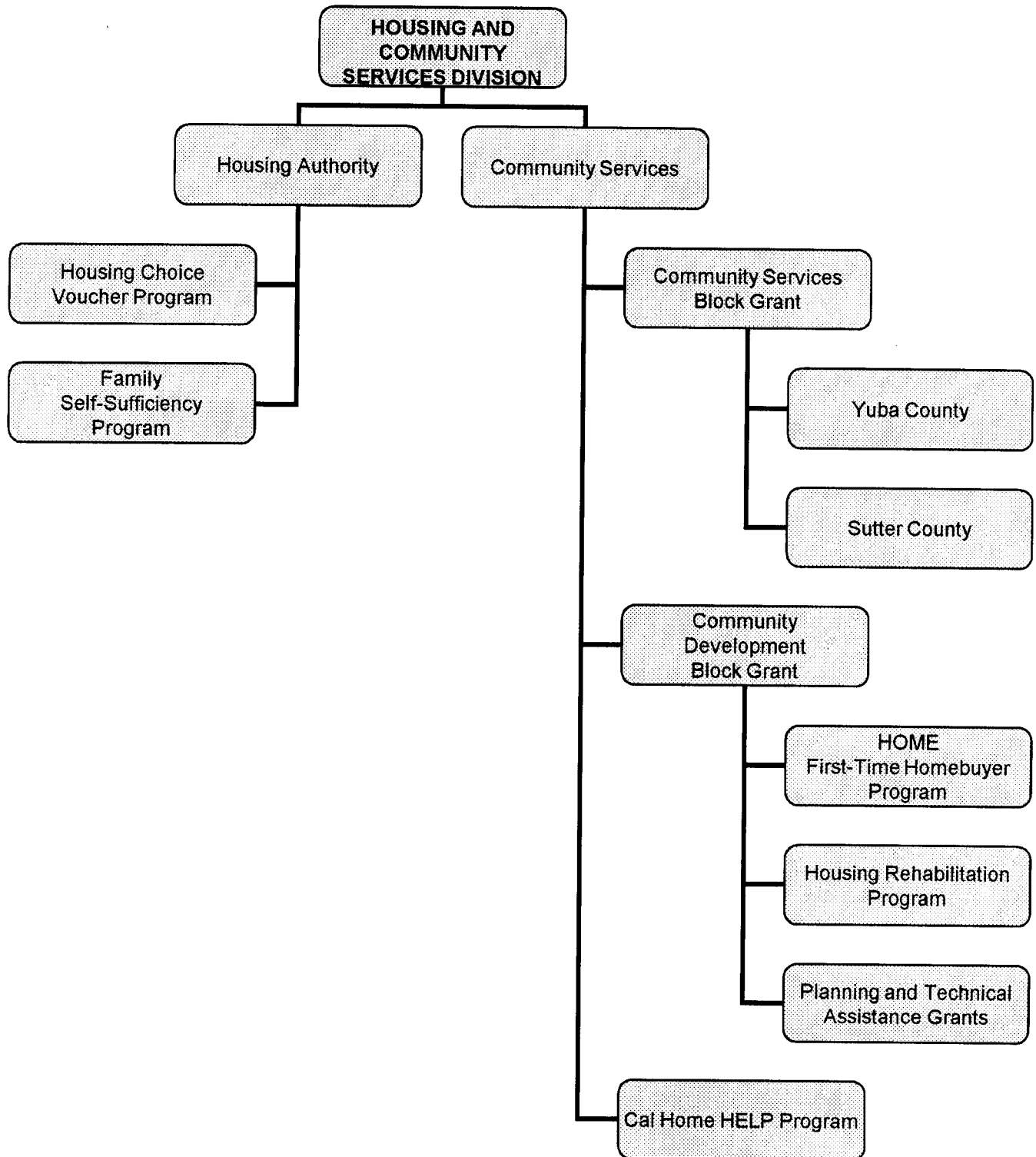
APPROVED TO FORM:

By: Pat Garamore
Angil Morris-Jones, County Counsel

Community Development and Services Agency

Housing and Community Services Division

Programmatic Organizational Chart



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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

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DATE: August 23, 2011

TO: YUBA COUNTY HOUSING COMMISSIONERS

FROM: Wendy Hartman, Planning Director *Wendy Hartman*
Debra J. Phillips, Housing Commission Executive Director *Debbie*

SUBJECT: Adopt Changes in Utility Allowance effective September 1, 2011

Recommendation:

It is recommended that the Yuba County Housing Commissioners adopt new utility allowances effective September 1, 2011 for new participants, moving participants and annual certifications. (Utility Allowances attached)

Background:

HUD imposes regulations to each Housing Authority regarding income guidelines, payment standards, utility allowances and fair market rents. To assist participants in finding reasonable housing we must adjust the utility allowances on an annual basis.



Community Services Commission



Housing Authority

EQUAL HOUSING OPPORTUNITY

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 9/30/2010)

See Public Reporting Statement and Instructions on back

Locality		Unit Type					Date (mm/dd/yyyy)
Yuba County Housing Authority		Semi-Detached/Row House; Garden/Walk up					9/1/2011
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	8	11	14	18	23	26
	b. Bottle Gas	27	38	48	59	75	86
	c. Oil / Electric	16	22	29	37	49	57
	d. Coal / Other						
Cooking	a. Natural Gas	4	5	6	8	10	11
	b. Bottle Gas	12	17	21	26	33	38
	c. Oil / Electric	7	9	12	15	19	22
	d. Coal / Other						
Other Electric		15	21	28	34	43	49
Air Conditioning		11	16	21	26	35	40
Water Heating	a. Natural Gas	7	10	13	16	20	23
	b. Bottle Gas	25	34	44	54	69	79
	c. Oil / Electric	16	23	29	36	46	52
	d. Coal / Other						
Water		43	45	48	53	58	63
Sewer							
Trash Collection		26	26	26	26	26	26
Range/Microwave							
Refrigerator							
Other – specify		3	4	5	7	9	10

Actual Family Allowances To be used by the family to compute allowance.
Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 9/30/2010)

See Public Reporting Statement and Instructions on back

Locality		Unit Type					Date (mm/dd/yyyy)
Yuba County Housing Authority		Single Family Detached; Manufactured Home					9/1/2011
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	9	12	16	19	25	28
	b. Bottle Gas	29	40	52	63	81	92
	c. Oil / Electric	17	24	31	39	52	61
	d. Coal / Other						
Cooking	a. Natural Gas	4	5	6	8	10	11
	b. Bottle Gas	12	17	21	26	33	38
	c. Oil / Electric	7	9	12	15	19	22
	d. Coal / Other						
Other Electric		15	21	28	34	43	49
Air Conditioning		12	17	23	28	37	43
Water Heating	a. Natural Gas	7	10	13	16	20	23
	b. Bottle Gas	25	34	44	54	69	79
	c. Oil / Electric	16	23	29	36	46	52
	d. Coal / Other						
Water		44	46	51	57	64	70
Sewer							
Trash Collection		26	26	26	26	26	26
Range/Microwave							
Refrigerator							
Other – specify		3	4	6	7	9	11

Actual Family Allowances To be used by the family to compute allowance.
Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

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The County of Yuba

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August 23, 2011

TO: YUBA COUNTY HOUSING COMMISSIONERS

FROM: Wendy Hartman, Planning Director *Wendy Hartman*
Debra J. Phillips, Housing Authority Executive Director *Debbie*

SUBJECT: **Approve FY 2011-2012 Housing Assistance Payments Budget for the Yuba County Housing Authority**

Recommendation:

It is recommended that the Yuba County Housing Authority (YCHA) Board of Commissioners approve the FY 2011-2012 Housing Assistance Payments Budget for the Yuba County Housing Authority

Background:

Per the Housing Authority's Management Report for the year ended June 30, 2010, the Housing Authority prepares and presents an annual budget to the Board of Supervisors, as required. However, only the administrative costs and salaries and benefits are included. The U. S. Department of Housing and Urban Development provides a budget and oversight of the various programs the Authority administers, but there is no oversight provided internally by the Authority's Board.

Discussion:

Each year, after the federal budget is approved, HUD provides an Annual Contributions Contract to the Housing Authority disclosing its budget. The federal budget was approved in mid-April and the housing authorities were notified mid-May of the new budget effective January 1, 2011. The HUD Annual Contributions Contract for the Housing Choice Voucher Housing Assistance Payments (HAP) for FY 2010-2011 was reduced from \$1,859,244 to \$1,551,702. The projected FY 2011-2012 HAP is \$1,551,702. As a result, the YCHA is over leased and HUD is assisting the YCHA through the attached CY 2011 Action Plan to reduce HAP costs.

Fiscal Impact:

There is no impact to the General Fund.



CY 2011 Action Plan

As of: June 21, 2011

PHA NAME: Yuba County HA		PHA CODE: CA107		FO CODE: 9GPH	
PHA CONTACT NAME: Debra Phillips Housing and Community Services Manager		PHONE NO: 530-749-5460		EMAIL: dphillips@co.yuba.ca.us	
CURRENT CONDITIONS & PROJECTION VARIABLES					
What is the PHA's estimated shortfall?		- \$127,974 of June 16, 2011			
What is HUD's estimate of PHA's shortfall?		Used <u>8</u> % attrition through CY 2011			
FINANCIAL INFORMATION					
HUD reported NRA Balance as of 01/01/2011			(HUD \$297,749 but this is wrong; PHA reports it had \$162,834)		
UNA Balance as of 01/31/2011			\$435,407		
Other Local sources? C.O. C.C			NO		
Months Unreported in VMS	Scheduled (Estimated) HAP Disbursement/ Actual HAP Disbursement	HAP Expense Actual or Estimated	Units Leased Actual or Estimated (Units Authorized 449_)		
April 2011	Est: \$131,561/Actual: \$154,943	\$164,295	462 (over UMA)		
May 2011	Est: \$131,561/Actual: \$154,943	\$166,794	464 (over UMA)		
June 2011	Est: \$131,561/Actual: \$154,943	Est: \$160,613	453 (over UMA)		
July 2011	\$103,680*				
August 2011	\$103,680*				
September 2011	\$103,680*				
October 2011	\$103,680*				
November 2011	\$103,680*				
December 2011	\$103,680*				
* New data as of 6/20/2011 regarding funding:	<ul style="list-style-type: none"> A 0.2% rescission will reduce 2011 funding. Annual Budget Authority (ABA) was Estimated at \$1,578,729; however Actual is \$1,551,702. From Jan 2011 to June 2011, PHA received "excess" funding in the amount of \$153,771. As a result, monthly revenue from July 2011 to Dec 2011 will be reduced to \$103,680 to recoup "excess". New 1 Yr Projection worksheet calculates a "Bottom Line" shortfall of -\$127,974, which is an increase from May's projected shortfall. FYI, this calculation does factor in NRA funds of \$162,834 at beg of CY. PHA has pledged to provide funds from the UNA to the NRA on an as needed basis to prevent a shortfall. 				

ACTION PLAN

Actions	Responsible Party	Target Date	Cost Savings	Update/Status As of 6/20/2011
<p><i>As of 5/25/2011 - PHA is overleased and over expensed. Each month expenses are rising by an average of \$2000 per month. Also note that the Projected shortfall increased from -\$74,583 to -\$139,215 with the addition of April and May's UML and HAP data.</i></p> <p>1. Correct Over-Leasing status by:</p> <ul style="list-style-type: none"> a. Reducing the number of vouchers in use thru attrition b. Stop issuing new vouchers c. Stop absorbing Port In Vouchers d. Regarding currently issued vouchers: <i>Do not extend Voucher Issuances (search periods) beyond the initial 60 day requirement</i> e. Revised: Where LL requests a rent increase, negotiate to keep rent at the current (or lower) rate. 	PHA	06/01/2011	<ul style="list-style-type: none"> a. PUC @ \$360 x 6mos x # overleased units = \$32,400 b. Action reduces Overspending c. \$500 x 6 = \$3,000 d. Action reduces Overspending e. \$20 inc x 6 mos x 50 requests in 6 mos = \$6,000 	<ul style="list-style-type: none"> a. PHA still overleased, but reduced UMLs by 11 from May - Jun b. COMPLETED 6/20/2011 c. COMPLETED 6/20/2011 d. One remaining voucher; it will not be reissued if it expires. e. COMPLETED 6/20/2011 - Hsg Specs have successfully negotiated with new LLs for lower rents. Keep up the good work!
2. Apply for HUD's Set-Aside; there will be a short turnaround and PHA will obtain from HUD.	PHA	As soon as Notice is published	Potentially eligible for Set Aside for Leasing in Last Quarter in the amount of \$58,122	2. COMPLETED 6/20/2011 - PHA confirmed the receipt of their package in DC. It was signed by Miguel Fontanez-Sanchez
3. Continue to aggressively pursue Fraud Recovery collections; Balance sheet of 4/30/2011 indicates Fraud at \$35,932.	PHA	Ongoing	Est @ 6 months worth of collections: \$18,000	3. On-going - PHA only has \$18,000 in currender Repayments Contracts the \$35,932 includes Tenants Receivables that are considered Bad Debts; not likely to be repaid and will be written off at their FY.
<p>4. Provide to HUD a Letter of Intent to provide \$74,583 from UNA to fund shortfall</p> <p>Note: As Actual Funding decreased from the Estimated Funding, the amount of the projected Shortfall increased to \$127,974 in the month of June. However, PHA continues to reduce HAP expenses each month so it is expected that this shortfall will be greatly decrease by CYE.</p>	PHA	6/1/2011	N/A	4. COMPLETED 5/25/2011 - Please note that June's worksheet projection increased the amount of the projected shortfall to \$127,974, which may increase the amount the PHA needs to transfer from UNA to NRA on an as needed basis. In addition the PHA is actively working on reducing expenses and so the shortfall will fluxuate from month to month as the year progresses.
5. Deny moves to higher cost areas	PHA	6/1/2011	Est 10 port outs to SF @ increase HAP from \$360 to \$800 per month HAP (so increase of	5. On-going - PHA plans to comply when given the request is made. SPT provide a copy of the Notice 2011-3(HA) to

			\$440) 10 x 640 x 6 mos = \$26,400	<i>provide technical assistance regarding Port Out Denial due to financial burden.</i>
6. Request receiving PHA to absorb Port Out vouchers; track responses as these will be needed to support cost saving measures taken. Cost savings is based on averaged 4 months of HAP for Port outs = \$2272.	PHA	6/1/2011	Est @ 6 months based monthly average \$13,636	6. COMPLETED 6-20-2011 – PHA successfully negotiated with 4 receiving PHAs to absorb port outs. Current savings is \$3,062 per month! Great job!
7. Review/revise/implement reduced Occupancy standards = 2 people per bedroom) at next re-exam (time allotted to obtain board approval of Admin Plan changes) Implementation of lower Payment Standards could occur at reexam time. <i>Remember, Subsidy Standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.</i>	PHA	8/1/2011	Future Savings; due to timing for board approval, implementation is not likely to occur until aug or sept; even then it should occur around the same time as annual recertifications. (not in time for CYE)	7. <i>On-going</i> – PHA has reviewed its Occupancy Standards and with board approval may implement a more stringent standard.
8. Promote RR awareness/training for staff; keep up-to-date on market trends; act immediately to inform LL when assisted rents exceeds that of comparable unassisted rents within market area. Inspectors and housing specialist should negotiate lower rents with LLs. RRs for new contracts should carefully analyze comparable data. Assure comps are really truly comparable to the similar units. QC RR work.	PHA	8/1/2011	Complete training ; implement stricter/more detailed RR standards. Est 5 months savings \$5,000	8. <i>On-going</i> – PHA receives monthly rental updates from local management companies; locally advertised in papers and Craig's list. Data is used to establish reasonable rent ranges. Staff knowledge/training has been refreshed; inspectors work with LLs to seek the most .
9. Payment Standards: 1BR may be to high as frequently participants were able to obtain larger units on a 1 BR voucher; review and adjust as needed. PHA may lower to 90% of FMR without HUD approval. If cut will fall below the 90% of current FMRs (982.503(d)), the PHA will have to request a waiver from HUD to establish a lower Payment Standard and another waiver to implement immediately. Immediate implementation is only eligible after other cost savings measures have been implemented and the cost savings is still less than what will be needed to prevent a shortfall by the Calendar Year End.	PHA	8/1/2011	Future Savings: Notify tenants at Annual Recertifications that PS decrease to 90% of FMR. This is a long implementation process; refer to 982.505(3)a year's process to take effect. However implementation for new contracts is immediate. Since PHA is not issuing vouchers at this time, then the immediate cost savings will occur when families move. (not in time for CYE)	9. <i>On-going</i> – PHA is currently at 92% of FMR and is considering obtaining a waiver to reduce Payment Standards to below the 90% threshold. SPT provided a copy of the PIH 2009-41 waiver Notice and is available for technical assistance during the application process. also PHA has developed a tool (spreadsheet) that will help identify where a RR determination may have been too generous.
10. Provide to HUD a copy of the most current month's ending Balance Sheet.	PHA	As soon as possible	N/A	10. COMPLETED 5/25/2011
ACKNOWLEDGED BY:	Debra Phillips, Housing & Community Services Manager – PHA response/acknowledgement		DATE: 6-22-2011	
COMPLETED BY:	Christine Manion, Quality Assurance Specialist, Shortfall Prevention Team		DATE: May 25, 2011	

NOTES:

- **As of the first follow up call on 6/16/2011, the PHA has:**
 - PHA remains overleased for the months of Mar, Apr and May; however UMLs are slowly reducing due to attrition; PHA quit issuing vouchers.
 - PHA will provide shortfall amounts from UNA when it is determined what dollar amount is necessary. Note: PHA is cautioned to only transfer what is necessary on an as needed basis. This is because once the funds are moved to the NRA account, the funds become NRA and cannot be returned to the UNA account even if too much was transferred.
 - PHA will request receiving PHA to absorb voucher; please track these requests and the responses,
 - If PHA decided to request a Payment Standard Waiver, this record would provide documentation that PHA implemented this cost saving measure.
 - PHA was provide a copy of the new Cost Saving Measures in HCV Program - Notice PIH 2011-28. PHA may call HUD at any time for more indepth guidance.

Next conference call is scheduled for: **Thursday, July 14, 2011 at 10am Pacific Time.**

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp.12/31/2012)

Public reporting burden for this collection of information is estimated to average **10 minutes per response**, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: YUBA COUNTY HOUSING AUTHORITY PHA Code: CA107

PHA Fiscal Year Beginning: JULY 1, 2011 Board Resolution Number: 2011-3

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- ☒ Operating Budget approved by Board resolution on: August 23, 2011
- ☐ Operating Budget submitted to HUD, if applicable, on: _____
- ☐ Operating Budget revision approved by Board resolution on: _____
- ☐ Operating Budget revision submitted to HUD, if applicable, on: _____

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name:	Signature:	Date:
ANDREW VASQUEZ		

APPROVED AS TO FORM

Previous editions are obsolete

ANGIL P. MORRIS-JONES

form HUD-52574 (08/2005)

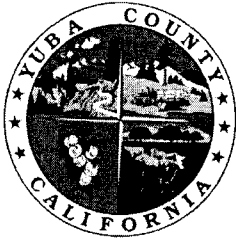
COUNTY COUNSEL

BY: Pat Laro



CONSENT
AGENDA

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
Angil Morris-Jones, County Counsel
From: Andrea Armstrong for Tara Repka-Flores, Assistant Director *AMA*
Date: August 23, 2011
Re: Memorandum of Understanding between Yuba County and the Feather River Air Quality Management District for Information Technology Services for the period of February 1, 2011 through December 31, 2012

Recommendation

Recommend for approval a Memorandum of Understanding (MOU) between Yuba County and the Feather River Air Quality Management District (FRAQMD) with technical services as provided by the Information Technology Division.

Background/Discussion

Yuba County Information Technology has been providing the Feather River Air Quality Management District (FRAQMD) with technical support for a number of years. FRAQMD would like these services to continue.

Committee Finding

This memorandum of understanding is an extension of services provided last fiscal year.

Financial Impact

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

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AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT ("Agreement") is hereby made and entered into this 23rd day of August 2011, by and between the COUNTY OF YUBA ("County"), a political subdivision of the State of California, and the FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT ("District"), a body corporate and politic and a public agency of the State of California.

RECITALS

A. District has determined that it is desirable to retain the services of an information technology services provider in order to service and maintain the District's computer system and network, and

B. County represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. District desires to retain County to perform the proposed services; and

D. The parties are authorized to enter into an agreement for the provision of these services pursuant to Title I, Division 7, Chapter 5, of the California Government Code.

AGREEMENT

District and County agree as follows:

1. Scope of Work: County, through the Yuba County Information Technology Division, shall provide the following services:

A. Help Desk technical support services shall be provided on an as-needed basis and shall be billed on a per-hour basis. Said services shall include, but shall not be limited to, support for purchasing decisions, PC repairs, software installation and set up, troubleshooting, telephone support, hardware installation and other technical support services. Work provided by the Help Desk shall be performed as work orders which are defined by the Yuba County Information Technology Division as work which takes less than 10 hours to complete. Requests for Help Desk support shall be made by phone to (530) 749-7890 or by email to helpdesk@co.yuba.ca.us.

B. Project level support on an as-needed basis. Requests for project level services shall be made by submitting a business project request form, which may be obtained from administrative staff, to the Yuba County Information Technology Division. Project level support work shall be prioritized along with all other county projects.

C. District shall be allowed to participate in County's Microsoft Enterprise

Agreement for which the District shall pay their proportionate share. Upon execution of this Agreement and again on or before April 30, 2012, District shall notify County of its intent to participate in that program. Such election shall bind the District to pay its proportionate share throughout the term of the Microsoft Exchange Agreement which obligation shall survive termination of this Agreement.

D. Upon request of the District, the County Manager and the Yuba County Information Technology Division Supervisors shall attend a one-hour annual meeting at the District offices to discuss planning and potential projects.

E. District shall employ, train, and supervise all necessary personnel to perform the services contemplated by this Agreement.

F. If at any time during the term of this Agreement, or any extension thereof, the County, in its sole discretion, determines that it lacks the necessary resources or appropriate skill set with which to perform the services contemplated by this Agreement, the County may decline to provide those services.

2. Term of Agreement: This Agreement shall commence on the 1st day of February 2011, and shall continue thereafter until December 31, 2012, unless terminated in accordance with the provisions of this agreement or extended by mutual written consent of the parties.

3. Compensation:

A. The compensation to be paid by District to County for services described in this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000) during the initial term of the Agreement. Services shall be billed at the hourly IT rate established by the current Yuba County Fee Ordinance or any subsequent fee ordinance enacted by the County. Services which require overtime to complete shall be pre-approved by the District's Air Pollution Control Officer and shall be billed at one and one-half times the normal hourly rate.

B. Charges for project work as described in Paragraph 1(B) above, shall be agreed upon in writing prior to commencement of work on the project and shall be billed at either a flat rate or on a time and materials basis. The Air Pollution Control Officer on behalf of the District and the Director of Administrative Services on behalf of the County shall be authorized to execute any such agreement.

C. License fees under the County's Microsoft Enterprise Agreement shall be billed at the rate of \$169.70 per computer, per year. District shall be entitled to twelve (12) licenses at this rate. District may purchase additional licenses if available and shall be billed for the actual cost of those licenses. The cost of additional licenses may be significantly higher than \$169.70 due to a step-up cost charged by Microsoft for additional licenses. Upon execution of this Agreement, District shall pay to County the sum of \$2,036.40 which shall represent license fees for twelve (12) computers for the 2011 calendar year. Payment for the 2012 calendar year shall be due by the last day of January, 2012. Payment for additional licenses, if any, shall be made upon issuance of each license and the cost shall be prorated to represent the agreed upon monthly

fee multiplied the number of months remaining in the calendar year.

4. Invoice, Payments, Notices. County shall submit monthly invoices for services rendered during the preceding month. County shall attach to each invoice, documentation for the hours charged. The District shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

All invoices, notices, or other documents concerning this Agreement shall be served as follows:

If to the District:

Air Pollution Control Officer
1007 Live Oak Boulevard, Suite B-3
Yuba City, California 95991

If to County:

Director of Administrative Services
915 8th Street, Suite 119
Marysville, California 95901

With a copy to:

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

5. Independent Contractor.

A. County (including County's employees) is an independent contractor and no relationship of employer-employee exists between the parties. County's assigned personnel shall not be entitled to any benefits payable to employees of the District. The District is not required to make any deductions or withholdings from the compensation payable to County under the provisions of this Agreement, and as an independent contractor, County indemnifies and holds the District harmless from any and all claims that may be made against the District based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

B. County, in the performance of its obligation hereunder, is subject to the control or direction of the District as to the designation of tasks to be performed and the results to be accomplished but not as to the means and methods used by County for accomplishing the results.

C. If, in the performance of this Agreement, any third persons are employed by County, such person shall be entirely and exclusively under the direction, supervision, and

control of County. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by County.

D. As an independent contractor and not an employee of the District, neither the County nor County's assigned personnel shall have the right to act on behalf of the District as its agent or have the authority to bind the District to any obligation.

E. County shall issue W-2 Forms for income and employment tax purposes for all County's assigned personnel.

6. Authority of County. It is understood that County is to provide information, research, advice, recommendations, technical support and consultation services to the District. County shall possess no authority with respect to any District decision. The District is responsible for and shall make all governmental decisions related to work of the County.

7. Subcontracting and Assignment. County shall not subcontract or assign any portion of the work to be performed under this agreement without the prior written consent of District.

8. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of County prepared in connection with this Agreement shall become the property of the District as they are produced and shall be delivered to the District upon completion of services. County may retain copies for its files and internal use, however, County shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the District. Upon reasonable notice, District representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

9. Indemnification.

A. To the fullest extent permitted by law, County shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold harmless the District, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of County or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in the connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of County, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligation to defend, hold harmless and indemnify the District, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the District, its officers, agents and employees. To the extent there is an obligation to indemnify under this paragraph; County shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from County's negligence, recklessness, or willful misconduct.

B. To the fullest extent permitted by law, District shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in the connection therewith and costs of investigation) that arise out of the District's use or misuse of the Microsoft software licenses (collectively "Liabilities"). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. To the extent there is an obligation to indemnify under this paragraph; District shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from District's negligence, recklessness, or willful misconduct.

10. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which County and any subcontractors are engaged.

B. County represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that District is relying upon County's qualifications to perform these services in a professional manner; and agrees that District's full or partial acceptance of any work does not release County from its obligation to perform the services in accordance with this Agreement unless District expressly agrees otherwise in writing.

C. County shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

11. Responsibility of County. County shall be solely responsible for the quality and accuracy of its work and the work of its consultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the District shall not be deemed to constitute acceptance or waiver by the District of any error or omission as to such work. County shall coordinate the activities of all sub-consultants and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. District shall promptly notify County of any defect in County's performance.

12. Audit. The following audit requirements apply from the effective date of this Agreement until three years after District's final payment under this Agreement:

A. County shall allow District and the State of California, or their duly authorized representatives, to inspect, audit, and copy County's records as needed to evaluate and verify any

invoices, payments, and claims that County submits to District or that any payee of County submits to County in connection with this Agreement. The term "records" includes, but is not limited to, correspondence, accounting records, subcontract files, task orders, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. District and County shall be subject to the examination and audit of the State of California Auditor, at the request of District or as part of any audit of District. Such examinations and audits shall be confined to matters connected with the performance of this agreement, including but not limited to administration costs.

This section shall survive this agreement.

13. Publication of Documents and Data. County may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the District. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the District or County.

14. Employment Practices. County, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

15. Termination. Either party shall have the right to terminate this Agreement at any time by serving upon the other party fifteen (15) days advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to the District or County at the address indicated in Paragraph 4. Termination of this Agreement shall not relieve District of its obligation to pay its proportionate share of the cost of the County's Microsoft Enterprise Agreement if it has elected to participate in the program.

16. Jurisdiction. This agreement shall be administered and interpreted under the laws of the State of California.

17. Compliance With Law. County shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

18. Conflict With Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

19. Waiver. A party's failure to insist on strict performance of this agreement or to exercise any right or remedy upon breach of this agreement shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless set forth in writing signed by the waiving party.

20. Amendments. Modifications or amendments, including those affecting the proposed scope of work that result in an adjustment of the compensation under this Agreement, shall be in writing and executed by both parties.

21. Entire Agreement. This Agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference, and any notice to proceed issued in accordance with the terms hereof constitute the entire Agreement and understanding between the District and the County as to the subject matter hereof. It supersedes all prior agreements and representations whether written and oral.

22. Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

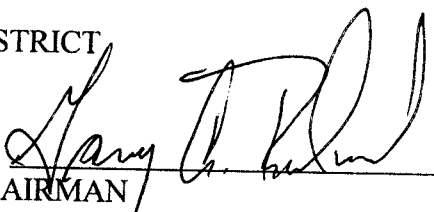
23. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply in interpreting this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY

By: _____
CHAIRMAN
BOARD OF SUPERVISORS

DISTRICT

By: 
CHAIRMAN
BOARD OF DIRECTORS

DATED: _____

DATED: 08/01/11

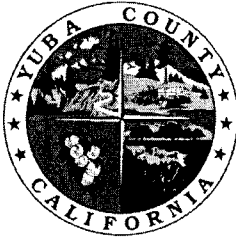
APPROVED AS TO FORM:

By: 
YUBA COUNTY COUNSEL

APPROVED AS TO FORM:

By: 
DISTRICT COUNSEL

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
Angil Morris-Jones, County Counsel
From: Andrea Armstrong for Tara Repka-Flores, Assistant Director *ARMA*
Date: August 23, 2011
Re: Memorandum of Understanding between Yuba County and the Yuba County Water Agency for GIS Services FY 2011-2012

Recommendation

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

Background/Discussion

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

Committee Finding

This memorandum of understanding is an extension of services provided last fiscal year.

Financial Impact

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

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

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

This is the first amendment to the Memorandum of Understanding (hereafter "MOU") dated December 1, 2010, by and between the Yuba County Water Agency, hereinafter referred to as "YCWA", and the Yuba County Administrative Services Department, Information Technology Division, hereinafter referred to as "IT DIVISION" for technical assistance in the form of staff time for the aide in legal research (property boundary, property ownership), computer aided drafting, and Geographic Information Systems (GIS) research, analysis and map generation for various projects sponsored by YCWA; including but not limited to, adjustments to district boundaries, aide with election redistricting and mapping of key YCWA resources and facilities:

Pursuant to Operative Provision 5.1 of "General Provisions" of this MOU, the following changes are hereby made:

- (1) Section 1, "TERM", shall be extended through June 30, 2012 and read as follows:

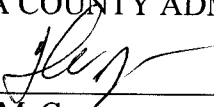
This MOU shall apply to the period of July 1, 2011 through June 30, 2012, unless sooner terminated under Provision 5.2 of this MOU.

This Memorandum of Understanding shall continue to and terminate on the 30th day of June 2012, unless succeeded by a new Memorandum of Understanding, or may be terminated upon 30 days written notice by either party.

All other terms and conditions remain unchanged.

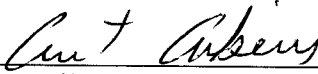
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this
23rd day of August, 2011.

YUBA COUNTY ADMINISTRATIVE SERVICES DEPARTMENT



Doug McCoy
Director of Administrative Services

YUBA COUNTY WATER AGENCY




Curt Aikens
General Manager for the Yuba County Water Agency

YUBA COUNTY BOARD OF SUPERVISORS

Chair

APPROVED AS TO FORM
YUBA COUNTY COUNSEL

By: 

Angil Morris-Jones

The County of Yuba

358-11

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

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



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

KEVIN ROUSH
ASSISTANT
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES

DATE: August 23, 2011

TO: Board of Supervisors

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

SUBJECT: ACCEPTANCE OF GRANT FROM THE YUBA COUNTY WATER AGENCY (YCWA)
FOR TEMPORARY FINANCIAL SUPPORT TO HELP MAINTAIN THE UNITED STATES
DEPARTMENT OF AGRICULTURE (USDA) WILDLIFE SERVICES (Trapper) PROGRAM

Recommendation

Approve the attached resolution accepting the YCWA grant agreement that would provide temporary financial support in the amount of \$20,000.00 to maintain the USDA-Wildlife Services (Trapper) Program.

Background

YCWA has recognized the value of what the Wildlife Services Program provides and has made a financial commitment to provide urgently needed temporary financial support in order to maintain this program. Additionally, the Board of Supervisors approved a similar grant last year. This year's grant is the same as last year's except for the stated amount.

Discussion

The use of this financial support will help extend the current cooperative agreement that the USDA-Wildlife Services Program has with Yuba County. The grant amount is for \$20,000.00 for fiscal year 2011/12. Last fiscal year the YCWA provided a \$10,000.00 grant.

Committee Action

The Protective Inspection Committee (PIC) was bypassed due to timelines associated with this grant and previous year approval from the Board of Supervisors.

Fiscal Impact

The Grant is in the amount of \$20,000 and will reimburse the Agricultural Commissioner's Department for expenses incurred for USDA Wildlife Services specialist trapping services.

Attachment

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

RESOLUTION ACCEPTING YUBA) RESOLUTION NO. _____
COUNTY WATER AGENCY GRANT)
AGREEMENT FOR TEMPORARY)
FINANCIAL SUPPORT TO MAINTAIN)
THE USDA WILDLIFE SERVICES PROGRAM

WHEREAS, the Yuba County Water Agency (YCWA) has agreed to award a Grant Agreement for temporary financial support to Yuba County to extend the USDA Wildlife Services Program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby accept said Grant Agreement from YCWA.

BE IT FURTHER RESOLVED that the Agricultural Commissioner of Yuba County is hereby authorized to sign and execute the Grant Agreement and any and all administrative documents related to the grant on behalf of the County of Yuba.

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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:

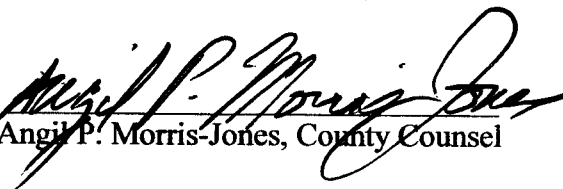
ABSENT:

ABSTAIN:

Roger Abe, Chairman of the Board

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

By: 
Angil P. Morris-Jones, County Counsel

**YUBA COUNTY WATER AGENCY
GRANT AGREEMENT WITH
Yuba County Agricultural Commissioner
For Wildlife Specialist "Trapper" Program**

THIS AGREEMENT is made this 2nd day of August, 2011, by and between Yuba County Water Agency, a public agency ("Agency") and Yuba County Agricultural Commissioner ("Grantee"). This grant is for the purpose of providing temporary funding for the Wildlife Specialist "Trapper" Program. Agency and Grantee agree as follows:

1. Grant. The Agency agrees to grant to Grantee a sum of up to Twenty Thousand Dollars (\$20,000.00) on and subject to the terms of this Agreement. The grant shall be used by Grantee solely for the purposes described in Exhibit A, attached hereto and incorporated herein. Agency shall not be liable for any costs for the Work (see section 2) in excess of this amount, or for any unauthorized or ineligible costs.

2. Work To Be Performed. Grantee shall fully perform the work described in the Exhibits and Attachments (the "Work").

3. Method of Payment. Upon request by Grantee, Agency shall advance total amount of grant proceeds to Grantee. Total payment shall not exceed the grant amount. If Grantee is in compliance with this Agreement, then Agency shall pay within 30 days of receipt of the request.

4. Term & Termination.

4.1. This Agreement shall take effect at the date entered above. Grantee must complete the Work on or before June 30, 2012, and all grant fund reimbursement/payment requests must be submitted to Agency by July 31, 2012, unless this deadline is extended by mutual agreement of the parties. Any grant funds not expended by August 31, 2012 or any extended deadline shall be forfeited by the Grantee and retained by Agency.

4.2. Agency may terminate this Agreement at any time for cause by giving 14 days prior written notice to Grantee. Cause shall mean: (a) Grantee violates this Agreement, and such violation continues for a period of 30 days after notice of violation from Agency, which notice shall specify the violation; (b) Grantee files or there is filed against Grantee a bankruptcy petition (unless, in the case of a petition filed against Grantee, the same is dismissed or stayed within 60 days); (c) Grantee makes an assignment for the benefit of creditors; (d) Grantee becomes insolvent or there shall occur a material adverse change in the financial conditions of Grantee; (e) Grantee applies for or consents to the appointment of a receiver, trustee, or conservator, or such appointment is made without Grantee's consent and is not vacated within 60 days; (f) Grantee files a petition or resolution of application for reorganization; or (g) Agency's River Management

Fund suffers a significant loss of revenue, deposits or reserves, resulting in a loss of sufficient funds for this grant.

5. Compliance with Laws. Grantee shall perform the Work in compliance with all applicable federal, state and local laws and regulations and codes, and Grantee shall obtain all required permits, licenses, entitlements, and authorizations.

6. Public Works Requirement. If any of the Work consists of public works, as defined at Labor Code sections 1720 to 1720.4, then Grantee and its contractors and subcontractors shall comply with California statutes and regulations applicable to public works projects, including, but not limited to, the following requirements: payment of prevailing wage rates; employment of apprentices; hours of labor limitations and overtime; payroll records; workers' compensation insurance; payment/labor and materials bond; non-discrimination laws; contractors' state license requirements; and California Environmental Quality Act review.

7. Inspections. Agency reserves the right to inspect any Work to determine whether it is being performed in accordance with this Agreement. Agency may withhold grant payments if it finds any Work does not conform to this Agreement, until Grantee remedies the nonconformity.

8. Record Keeping and Reporting

8.1 Grantee shall keep and maintain bookkeeping records, accounts, and documentation pertaining to the receipt, disbursement, and use of grant proceeds to pay vendors, contractors, suppliers, and others who perform any Work for Grantee, including all invoices, receipts, canceled checks, contracts, purchase orders, and other source documents.

8.2 These records shall be retained for a period of not less than three years from the date of the final grant payment.

8.3 These records shall be accessible and available for inspection or audit by Agency, or by its employees, accountants, attorneys or agents, at reasonable times and upon reasonable notice.

8.4 Grantee will submit a report to the Agency documenting work product.

9. Indemnification. Grantee shall indemnify, defend, protect, and hold harmless Agency, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of Grantee's performance of the Work and caused by the negligent or willful act or omission of Grantee or its contractor or subcontractor or any of their employees, agents or

subcontractors, except where caused by the active negligence, sole negligence or willful misconduct of Agency or as otherwise provided or limited by law. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10. General Provisions.

10.1 Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of terms of this contract among the parties concerning the subject matter addressed in this Agreement, and it supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this agreement.

10.2 Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

10.3 Successors and Assignment. This Agreement shall bind and inure to the benefit of the respective successors, assigns, heirs, devisees and personal representatives of the parties.

10.4 Governing Law and Venue. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

10.5 Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

Agency:

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

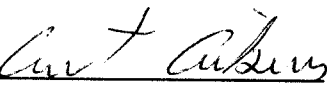
Grantee:

Yuba Co Ag Commissioner
c/o Yuba County
915 8th Street, Suite 127
Marysville, CA 95901

Any party may change its address by notifying the other party of the change in the manner provided above.

YUBA COUNTY WATER AGENCY

GRANTEE

By: 
Curt Aikens, General Manager

By: _____
Louie Mendoza, Agricultural Commissioner

Attest:

Secretary

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 

Exhibits Incorporated into this Grant Agreement

Exhibit A Scope of Work

Exhibit A

Scope of Work

Background

The Yuba County Agricultural Department has had a contract with USDA Wildlife Services for 25 years. The contract provides for a Wildlife Services Specialist to administer non-domestic animal damage control for County residents, County Public Works and other Municipalities. Services include control of skunks, raccoons, birds, coyotes, mountain lions, and beavers.

Proposal

The grant provided by the Yuba County Water Agency will help support the services provided by the USDA Wildlife Services Specialist (aka "County Trapper"). Services include removal of beavers or beaver dams which cause drainage and flood issues in the south part of the County.

Deliverables

A status report will be completed and delivered to the Yuba County Water Agency at the end of the grant period documenting work product.

Term/Cost

The grant period will end June 30, 2012 and will not exceed Twenty Thousand Dollars (\$20,000).

The County of Yuba

382-11

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

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



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

KEVIN ROUSH
ASSISTANT
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: LOUIE B. MENDOZA, JR., AGRICULTURAL COMMISSIONER *LM*

SUBJECT: OUT-OF-STATE TRAVEL

DATE: August 23, 2011

Recommendation:

Consider authorization for out of state travel for the Agricultural Commissioner to represent Yuba County as part of the California Agricultural Commissioners and Sealers Association (CACASA) on their delegation to Washington, D.C. during FY 2011/12.

Background:

Each year, CACASA selects participants to be part of the California delegation that meets with legislators and department secretaries in Washington D.C. to advocate for state, regional and local agricultural and weights and measures issues. Currently the Yuba County Agricultural Commissioner is on the CACASA D.C. subcommittee and has represented Yuba County the past three years. In an effort to have continuity and establish long term point of contact relationships with Washington D.C. legislators and agency secretaries, the Yuba County Agricultural Commissioner has been selected again to participate in the delegation.

As per the Yuba County Policy & Procedures Manual, Policy Number: D-1, out of state travel by department heads requires approval by the County Administrator and the Board of Supervisors.

Discussion:

The Yuba County Agricultural Commissioner has been selected to represent CACASA as part of their delegation to Washington, D.C. In previous years the delegation has gone in February/March; however with discussions of the 2012 Farm Bill taking place soon, CACASA delegation members must be readily available on short notice to meet with key legislators. Meetings may start as early as September; therefore approval is being sought for fiscal year 2011/12 so that travel arrangements can be made in a timely and economic manner once the dates have been selected. Additionally, this will allow the Agricultural Commissioner to represent local, regional and state agricultural and weights and measures issues as well as, give the Commissioner opportunity to be a voice for Yuba County on pertinent local issues that can be shared with Legislators and various Federal Departments. This delegation will meet with individuals to discuss a variety of issues, with specific focus on:

- Appropriations for the current and 2012 Farm Bill and directing funds to benefit California agriculture.
- High Risk Pest Exclusion and Pest Trapping appropriations as well as support funding for Border Stations for invasive pests.
- Support the Canine Inspection Team appropriations.
- Seek appropriation request for Non Domestic Animal Damage Control funding for California that would reduce the county cost of the program.
- Various other agricultural and weights and measures issues.

Last year's delegation was successful in assuring that over \$14 million of the available \$50 million was appropriated for "early plant pest detection and surveillance" that protects California against invasive pests. \$3.4 million of the \$14 million was allocated to the Canine Inspection Team ("dog team") – bringing the total number of dog teams to thirteen (13) in state. The delegation met with U.S. Forest Service representatives and Legislative members on the issue of Noxious and Invasive weed control of federal lands and with USDA Wildlife Services in efforts to procure additional funds for California.

Overall, the presence of CACASA in Washington D.C. is beneficial to the state and to individual counties, such as Yuba. As competition for available funding increases, having a presence with name recognition will be beneficial to local and state agriculture interests.

Committee Action:

None – This item is brought directly to the Board of Supervisors for consideration. During the budget workshop of August 16, 2011 there was a consensus from the Board of Supervisors to approve out of state travel for the Yuba County Agricultural Commissioner. Additionally, Robert Bendorf, Yuba County Administrative Officer approves out of state travel for the Agricultural Commissioner.

Fiscal Impact:

The estimated cost for air fare, parking, lodging, meals and local transportation costs should not exceed \$1,000 for the out of state travel for the Agricultural Commissioner. However, the cost will be shared by CACASA, the Agricultural Commissioner and Yuba County. The Agricultural Commissioner is seeking out of state travel approval by the Yuba County Board of Supervisors so that airfare and lodging arrangements can be made in a timely and economical manner when dates for FY 2011/12 are selected.

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: In-Home Supportive Services Advisory Committee – Representative

Date: August 23, 2011

Recommendation

Reappoint Opal Richardson to the In-Home Supportive Services Advisory Committee as a representative for a term ending April 23, 2013.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This is a scheduled vacancy due to the expiration of Ms. Richardson's term who has been serving on the board since August 2009.

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

Fiscal Impact

None

Committee Action

None required.

/rf

attachment

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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

AUGUST 2, 2011 - MINUTES



The Honorable Board of Supervisors of the County of Yuba met in special session on the above date, commencing at 6:00 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Roger Abe, and Hal Stocker. Mary Jane Griego was absent. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Abe presided.

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

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

A. Auditor-Controller

1. Receive and accept letter of resignation from Auditor-Controller Dean Sellers to be effective December 30, 2011. (328-11) Accepted.
2. Approve removal of inventory from fixed assets from the Sheriff's Department. (329-11) Approved.

B. Clerk of the Board of Supervisors

1. Approve minutes of the regular meeting of July 12, 2011. (330-11) Approved as written.

C. Sheriff-Coroner

1. Approve Animal Care Services operating hours for Office and Shelter as follows: Weekdays 8:30 a.m. - 3:30 p.m., Saturdays, 9:00 a.m. to Noon, Closed Sundays. (Law and Justice Committee recommends approval) (331-11) Sheriff Steve Durfor recapped the change in hours and responded to Board inquiries.

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

- IV. PUBLIC COMMUNICATIONS: Mr. Richard Eberle, Olivehurst, commented on the Grand Jury Report recommendation regarding the Auditor-Controller and felt it should remain as an elected official to maintain integrity.

V. COUNTY DEPARTMENTS

A. Clerk of the Board of Supervisors

1. Receive presentation and adopt resolution accepting gift of lithographs depicting Yuba County from Barbara McCrory. (Finance and Administration Committee recommends approval) (Five minute estimate) (332-11)

Following a brief recap from Clerk of the Board Donna Stottlemeyer, Mrs. Barbara McCrory and Ms. Sue Cejnor Moyers discussed the background of the Thompson and West 1873 Publishing of lithographs and Mr. McCrory's love of the County and its history which was followed by Board comments in appreciation of the generous donation to the county in his memory.

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

Adopted Resolution No. 2011-64, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION ACCEPTING GIFT OF LITHOGRAPHS PURSUANT TO GOVERNMENT CODE §25355."

B. County Administrator

1. Appoint Louie Mendoza the Agricultural Commissioner/Sealer of Weights and Measures to a successive four year term effective August 7, 2011. (333-11) County Administrator Robert Bendorf provided a brief recap which was followed by Agricultural Commissioner Louie Mendoza.

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

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

- A. Ordinance - Hold public hearing, waive reading, and adopt interim ordinance extending Urgency Ordinance No. 1506 for 10 month, 15 days, until and through June 20, 2012, that adopted interim zoning provisions to ensure that the physical development in the county occurs in conformity with the General Plan and amending Section 13.20.300 adding fees for administrative permits. (45 minute estimate) (Continued from June 14, 2011) (238-11) Community Development and Services Agency Director Kevin Mallen recapped the purpose of the extension and responded to Board inquiries.

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

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

Adopted Ordinance No. 1509, which is on file in Yuba County ordinance Book No. 22 entitled: "AN INTERIM ORDINANCE OF THE YUBA COUNTY BOARD OF SUPERVISORS EXTENDING URGENCY ORDINANCE NO. 1506 FOR 10 MONTHS, 15 DAYS, UNTIL AND THROUGH JUNE 20, 2012, THAT ADOPTED INTERIM ZONING PROVISIONS TO ENSURE THAT THE PHYSICAL DEVELOPMENT IN THE COUNTY OCCURS IN CONFORMITY WITH THE GENERAL PLAN AND AMENDING SECTION 13.20.300 ADDING FEES FOR ADMINISTRATIVE PERMITS."

- B. Public Hearing - Hold public hearing to receive public comments on the three Supervisorial District Boundary Alternatives. (30 minute estimate) (334-11) Community Development and Services Agency Director Kevin Mallen recapped the three boundary alternatives and responded to Board inquiries.

Chairman Abe opened the public hearing.

The following individuals spoke:

- Mr. Ed Fleming, Marysville
- Mr. Chris Pedigo, Marysville
- Mr. Michael Paine, Marysville
- Mr. Don Schrader, District 10

Chairman Abe closed the public hearing.

- C. Public Hearing - Hold public hearing and select a preferred Supervisorial District Boundary Map. (30 minute estimate) (334-11) Community Development and Services Agency Director Kevin Mallen advised it was the time for board deliberation and selection of the preferred alternative to allow time for preparation of the legal description and receive Federal clearance prior to the November 1st deadline.

Following Board discussion on the alternatives with a preference toward Alternative 3 with various manipulations, Chairman Abe opened the public hearing. No one came forward.

MOTION: Move to close public hearing and select option 3 as preferred alternative understanding that there may be further manipulation between District 3 and 4 differentials on Highway 65, there would be no adjustments in the Hallwood area, keeping Beale within one district, and to bring back changes to the August 9th Board meeting

MOVED: John Nicoletti

SECOND: Mary Jane Griego

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

NOES: Hal Stocker ABSENT: None ABSTAIN: None

Mr. Mallen clarified his understanding of the motion was:

- Manipulate Alternative 3 with the change for the Highway 65 corridor to be represented by District 3 and 4 with District 3 on the west side of 65 and the eastern side to District 4
- population taken away from the eastern side of District 3 to be made up in northern Plumas Lake
- Alternative 3 and the changes brought forward at the August 9th meeting

VII. CORRESPONDENCE - (335-11)

- A. Notice from State of California Department of Public Health enclosing the Local Primacy Agency Annual Evaluation Report covering the period from July 1, 2009 through June 30, 2010. Accepted.

- B. Two notices From State of California Fish and Game Commission regarding proposed regulatory action relating to commercial herring fishery and, Notice of Change of Dates of Discussion and or Adoption Hearing from August 4, 2011 to August 3, 2011. Accepted.

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

Supervisor Abe:

- Retirement ceremony for Peter Savage from Sheriff's Department
- Feather River Air Quality Management District Directors meeting held August 1, 2011 regarding positions allocations, policies, and salary increase
- Yuba County Fire Chiefs Association meeting held August 1, 2011
- State responsibility area fees for fire protection

County Counsel Angil Morris-Jones: Proposed legislation regarding Proposition 218 Implementation Guide and providing services at level of funding received

County Administrator Robert Bendorf: Received Board concurrence to participate on committee regarding training plan related to AB 109 Criminal Justice Realignment

IX. ADJOURN: 7:56 p.m. by Chairman Abe.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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August 23, 2011

To: YUBA COUNTY BOARD OF SUPERVISORS

From: MICHAEL LEE, PUBLIC WORKS DIRECTOR 
RYAN MCNALLY, PARKS AND LANDSCAPE COORDINATOR 

Subject: ADOPT RESOLUTION APPROVING THE APPLICATION FOR A YUBA COUNTY COMMUNITY SERVICES BLOCK GRANT TO HELP FUND INSTRUCTIONAL AND RECREATIONAL AQUATIC PROGRAMMING FOR SUMMER 2012

Recommendation

That the Board adopts the attached resolution approving an application for funds made available by the Yuba County Community Services Commission's Community Services Block Grant program to help fund instructional and recreational aquatic programming for the summer of 2012.

Background

The Yuba County Recreation program, with the help of its partners, has enjoyed enormous support from our community over the past couple of years. The fact that FY 2010-2011 produced a 217% increase of participants over the previous year is a testament to the success and a measurable indicator of the ongoing need for such services.

Of the variety of programs we offer, aquatics is clearly one of the most popular, tallying just over 25% of the total enrollments for the year. Despite the volume of children enrolled in aquatics, however, the program is also by and large the most expensive to the County and relies almost entirely on grant funds. Until now, the County has had the good fortune of partnering with First Five Yuba to fulfill this role, but uncertainty within the State budget raises questions toward the future of First Five program funds.

Discussion

With the exception of aquatics, each of the other programs have been structured to be self sufficient and are beginning to demonstrate their ability to stand on their own. However, due to the complexity of costs associated with the aquatics program, including pool rental, insurance and life guards, it is reasonable to assume that it may never be self sufficient. Nevertheless, it is still a critical program for our community and it is our intent to keep it running by seeking alternative means.

The Community Services Block Grant identifies multiple components in its Scope of Services. One in particular is consistent with the aquatics program by addressing the needs of youth in low income communities through development programs and promoting increased coordination and collaboration.

Committee Action

On August 9, 2011, the Land Use and Public Works Committee reviewed the request to approve the application for the Community Services Block Grant. They recommended approval by the Board.

Fiscal Impact

No impact to the General Fund.

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

**APPROVE APPLICATION FOR YUBA COUNTY)
COMMUNITY SERVICES COMMISSION COMMUNITY)
SERVICES BLOCK GRANT TO PROVIDE AQUATIC)
RECREATIONAL PROGRAMMING FOR SUMMER 2012)**

RESOLUTION NO. _____

WHEREAS, the Yuba County Community Services Commission (YCCSC) has issued a Request for Proposal (RFP), and

WHEREAS, the County of Yuba Department of Public Works wishes to submit an application and enter into contract should the application be accepted; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba authorizes the submission of an application to the Yuba County Community Services Commission to provide instructional and recreational aquatic programming to low income residents in Yuba County; and,

BE IT FURTHER RESOLVED that the Public Works Director is appointed as agent to conduct all negotiations, execute, sign and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

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

AYES:

NOES:

ABSENT:

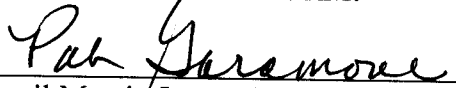
ABSTAIN:

,Chair
Yuba County Board of Supervisors

ATTEST:

Donna Stottlemeyer, Clerk of the Board

APPROVED AS TO FORM:



Angil Morris-Jones, County Counsel

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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August 23, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR 

SUBJ: APPROVE MOU WITH YCWA FOR DRAINAGE MAINTENANCE AND STORM WATER MANAGEMENT PLAN COMPLIANCE; ACCEPT GRANT FROM YCWA FOR \$200,000 FOR DRAINAGE IMPROVEMENTS IN LINDA/OLIVEHURST

RECOMMENDATION:

Approve the attached MOU with the Yuba County Water Agency for drainage maintenance and Storm Water Management Plan compliance. Accept a grant from YCWA for \$200,000 for drainage improvements in Linda/Olivehurst, and authorize the Chairman to sign upon legal review by County Counsel.

BACKGROUND:

Due to ever-tightening budgets, Public Works approached the Yuba County Water Agency with a proposal to help provide funding for FY 2011/12 for various drainage functions that are the responsibility of Public Works.

DISCUSSION:

The requested funding amount for FY 11/12 is \$419,475 for the following scope of work: activities for Storm Water Management Plan compliance (includes SWPPP Permit, storm drain cleaning, and street sweeping); South Olivehurst Detention Basin operations & maintenance; drainage ditch maintenance and floodplain administration; completing the update to the South Yuba Drainage Master Plan (SYDMP); and constructing miscellaneous drainage improvements in the Linda/Olivehurst area.

Approximately \$40,000 of the total funding is the carryover balance remaining from FY 10/11, earmarked for updating the SYDMP. The plan is in the final stages and will be presented to your Board in the next couple months.

The YCWA indicated that the \$200,000 requested for constructing drainage improvements in Linda/Olivehurst would be provided in the form of a grant separate from the attached MOU. We are requesting that your Board authorize the Chairman to

sign for accepting the grant contingent on County Counsel legal approval. The actual grant paperwork has not yet been received by Public Works, but should be forthcoming in the near future.

The remaining balance (\$219,475) of the County's total funding request is included in the attached MOU.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this funding was approved by the Board as part of the FY 2011/12 budget.

FISCAL IMPACT:

The YCWA funding will provide a direct savings to the General Fund of \$419,475.

MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY DEPARTMENT OF PUBLIC WORKS
And
YUBA COUNTY WATER AGENCY

This Memorandum of Understanding (MOU) is between the Yuba County Water Agency, hereinafter referred to as "YCWA" and the Yuba County Department of Public Works, hereinafter referred to as "County".

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

1. County will provide internal drainage maintenance services consisting of Storm Water Management Plan compliance, South Olivehurst Detention Basin operations and maintenance, drainage ditch maintenance, drainage and floodplain administration, and South Yuba Drainage Master Plan update.
2. County will provide force-account personnel, equipment and materials necessary to perform the scope of services outlined in Item 1. County will hire qualified consultants and/or contractors to perform certain tasks, or portions thereof, on an as-needed basis.
3. Yuba County will provide a summary of services and associated invoice to YCWA on a routine basis, not to exceed monthly in frequency. YCWA will reimburse County in arrears for eligible work performed within the scope of services identified in Item 1. YCWA will make payment to Yuba County Public Works within 30 days of receiving such summary and invoice. Total reimbursement to County shall not exceed \$219,475.

This Memorandum of Understanding shall continue to and terminate on the 30th day of June 2012, unless succeeded by a new Memorandum of Understanding, or may be terminated upon 30 days written notice by either party.

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

YUBA COUNTY

BY _____

Roger Abe
Chair, Board of Supervisors

YUBA COUNTY WATER AGENCY

BY _____

Curt Aikens
Curt Aikens, Director

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: *Thomas L. Jones*

EXHIBIT A

Activities for Storm Water Management Plan Compliance (includes SWPPP permit, storm drain cleaning, street sweeping)	\$60,000
South Olivehurst Detention Basin O&M	\$20,000
Drainage ditch maintenance, drainage and floodplain admin.	\$100,000
Perform update to South Yuba Drainage Master Plan (carryover balance from FY 10/11)	<u>\$39,475</u>
Total =	\$219,475

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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August 23, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Award Contract for 2011 Rubberized Chip Seal Project to Apparent Low Bidder and Authorize Chair to Execute Same

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve award of the contract for the above project to the apparent low bidder, and to authorize its chairman to execute the contract pending contract approval by County Counsel.

BACKGROUND:

On Wednesday August 10, 2011 Bids were opened for the subject project. The bids were as follows:

Intermountain Slurry Seal:	\$1,035,657.20
International Surfacing Systems:	\$1,096,734.00

DISCUSSION:

The work in general will consist of placing rubberized asphalt chip seal and thermoplastic markings and striping where appropriate.

The project is expected to be completed by the middle of October 2011.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as the project components are included in the approved Public Works Budget.

FISCAL IMPACT:

This project is anticipated to be funded through various funding sources as follows:

Road Fund	\$586,000
CSA 52 & 52 B	\$300,000
CalRecycle RAC Grant	\$150,000

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The County of Yuba

OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER 915 8TH STREET, SUITE 115
MARYSVILLE, CALIFORNIA 95901-5273
(530) 749-7575 FAX (530) 749-7312



ROBE
COUNT 373-11

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 *RB*

SUBJECT: Ponderosa Transfer Station – Use by Plumas County Residents

DATE: August 23, 2011

RECOMMENDATION

It is recommended that the Board of Supervisors consider providing a letter to Recology Yuba-Sutter, approving the use of the Ponderosa transfer station by a limited number of Plumas County Residents in the La Porte area and authorize the Chairman of the Board to sign.

BACKGROUND/DISCUSSION

On April 15, 1991 the Board of Supervisors adopted Environmental Assessment (EA90-04) allowing Yuba-Sutter Disposal to construct a solid waste transfer station at the Ponderosa Landfill site. The project is located at 17219 Ponderosa Way in the community of Brownsville. The transfer station is intended to provide residents in the area with a solid waste facility during and after the closure of the Ponderosa Landfill. Waste from the transfer station ultimately is transferred to the Ostrom Road Landfill.

The Transfer Station has a current maximum peak load capacity of 96 tons per day with a maximum daily average of 64 tons per day. The Environmental Health Department records indicate that the Transfer Station currently receives an average of three (3) tons per operating day.

Recology Yuba –Sutter has been approached by Feather River Disposal to continue to provide services to customers in the La Porte area where the Yuba County and Plumas County lines meet. There are approximately 20 Plumas County in that area. Feather River Disposal has advised they will closing down the seasonal transfer stations due to lack of use (station located in Plumas County / LaPorte area). As stated previously, Recology currently provides disposal service to these customers and it will be included in the next detailed rate application. Initial calculations vetted with the RWMA and Recology representatives indicate a very minimal rate impact.

Recology has indicated that they anticipate a potential increase of 30 tons in total between the months of May through September at the Ponderosa Transfer Station if they are allowed to accept waste from the Plumas County/La Porte area residents.

The Planning Department and Environmental Health Department have evaluated the land use permits and solid waste facility permit and have indicated that there are no restrictions for the purpose as stated above. Further, Recology has indicated that the addition of 30 tons/year of solid waste would have a minimal affect on both the Transfer Station and the Ostrom Road Landfill's permitted capacity. The Transfer Station would be required to stay within permitted peak & daily tonnage as well as limit vehicles to 100 or less per day. Given the low volume of tonnage currently being received this is not anticipated to be an issue.

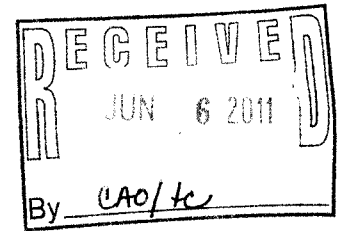
COMMITTEE ACTION

This item is brought to the full Board's attention.

FISCAL IMPACT

If the project is approved by the Board of Supervisors, a Memorandum of Understanding will need to be entered into between Recology Yuba-Sutter and Feather River Disposal defining the services to be provided and the rates that will be charged to the Plumas County/La Porte area customers, which will be provided to Yuba County and the RWMA.

No negative impacts to the County's general fund are anticipated.



June 6, 2011

Mr. Robert Bendorf, Chief Administrative Officer
County of Yuba
915 8th Street
Marysville, CA 95901

RE: Plumas County/La Porte Area

Dear Mr. ~~Bendorf~~: *Robert -*

Recology Yuba-Sutter has been approached by Feather River Disposal, the service provider for Plumas County, to inquire about our interest in continuing to provide services to the customers in the La Porte area where Yuba and Plumas County lines meet. Furthermore, Feather River Disposal advised us they will be closing down the seasonal transfer station that they operate in Plumas County/La Porte area due to lack of use.

Collection to La Porte Area (Plumas County) Customers

At this time, Recology Yuba-Sutter provides collection service to the roughly twenty (20) total customers in that area. There is no negative impact to Yuba County for Recology Yuba-Sutter to provide this service.

Ponderosa Transfer Station

With the closing of the seasonal Plumas County Transfer Station, it is expected that the Ponderosa Transfer Station could see, if approved by Yuba County, a potential increase of roughly thirty (30) tons in total over the summer month period starting in May/June and ending in August/September of each year.

The Ponderosa Transfer Station currently operates Saturday, Sunday and Monday each week, from 9 AM to 4 PM daily. In addition, Ponderosa Transfer Station is permitted to accept up to ninety-six (96) tons per operating day; over the past twelve month cycle, the site averaged approximately three (3) tons per operating day. There is no negative impact to Yuba County for Recology Yuba-Sutter to provide this service.

Next Steps

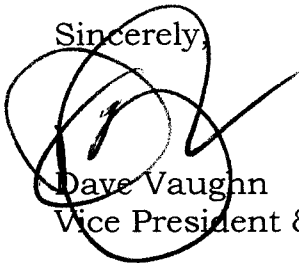
If approved, the following items would be part of our next steps, not including those that maybe added by Yuba County.

- A letter from Yuba County that allows the use of the Ponderosa Transfer Station by Plumas County residents.
- Acknowledgement from Yuba County that estimated tonnage of solid waste collected and/or disposed information from Plumas County residents will be provided to the Plumas County Dept of Public. The information will be used to complete necessary reports to the State.
- A memorandum of understanding between Recology Yuba-Sutter and Feather River Disposal that defines the solid waste collection for La Porte and the rates that will be charged to Plumas County customers, and also speaks to collection during/after inclement weather.

The last two bullet points above would be completed by Recology Yuba-Sutter and Yuba County would receive copies for your files.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Vaughn", is written over the printed name and title.

Dave Vaughn
Vice President & General Manager

Cc: Bruce Gondry – Vice President & Group General Manager, Recology
Tom Norris – Regional Finance Manager, Recology
Terry Bentley – Operations Manager, Recology Yuba-Sutter
Keith Martin – Administrator, Regional Waste Management Authority

August 23, 2011

Bob Perreault
Public Works Director
County of Plumas
1834 E. Main Street
Quincy, CA 95971

RE: Use of Ponderosa Transfer Station in Yuba County

Dear

By notice of this letter, please be advised that on August 23, 2011, the Yuba County Board of Supervisors approved the request of County of Plumas for use of the Ponderosa Transfer Station specific and limited to the customers currently serviced by Recology Yuba-Sutter in the La Porte area where the County of Yuba and County of Plumas lines meet.

Furthermore, Recology Yuba-Sutter, the service contractor and transfer station operator, will provide estimated tonnage information of the waste collected and/or disposed from the specific and limited customers serviced by them and as designated above to the Department of Public Works as required by the State of California.

If you have any questions, please do not hesitate to contact me directly.

Sincerely,

Roger Abe
Chairman of the Board

cc: Dave Vaughn, Recology

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The County of Yuba



HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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

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

TO: Board of Supervisors
Yuba County Board of Supervisors

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

DATE: August 23, 2011

SUBJECT: Resolution of the Board of Supervisors Authorizing the Director of Health and Human Services Department to Execute Agreements for Educational Internships with Local Colleges and Universities

RECOMMENDATION: Board of Supervisors approval of a Resolution authorizing the Director of the Health and Human Services Department to execute agreements for educational internships with local Colleges and Universities on behalf of the County of Yuba is recommended. Further, existing Resolutions of the Board of Supervisors, Numbers 1987-95 and 2004-06 should be repealed and replaced.

BACKGROUND: Educational internships provide qualified students with the opportunity to obtain valuable work experience including clinical work experience and use of facilities. Currently in effect, there are two resolutions for similar reasons. Resolution Number 1987-95 authorizes the Chairman to execute County-State agreements for furnishing clinical experience and use of clinical facilities to nursing students. Resolution Number 2004-06 authorizes the Director of the Health and Human Services Department to execute a specific agreement for educational internships with Yuba Community College. Currently, the Health and Human Services Department has two internship programs with the California University, Chico for nursing students in the Public Health Department and social work student interns in Child Welfare Services.

DISCUSSION: The Health & Human Services Department is interested in establishing new internship programs with Yuba College and Boston Reed College. Qualified student interns will have the opportunity to obtain valuable work experience and earn under-graduate credits for their work in the Public Health F.O.R. Families Substance Abuse Treatment and Recovery Program and the Public Health Jail Medical Services Program. The intention is to have one resolution that allows the Director of Health & Human Services to execute various internship agreements with local colleges and universities on behalf of the County of Yuba and upon review and approval of the County Counsel and Risk Management.

COMMITTEE: The Human Services Committee recommended approval on August 9, 2011.

FISCAL IMPACT: Approval of this Resolution of the Board will not impact County general funds. Educational internship agreements are non-financial in nature and do not require a funding commitment.

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

IN RE:

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE)
DIRECTOR OF THE HEALTH AND)
HUMAN SERVICES DEPARTMENT TO)
EXECUTE AGREEMENTS FOR)
EDUCATIONAL INTERNSHIPS WITH)
LOCAL COLLEGES AND)
UNIVERSITIES)
_____)**

WHEREAS, the County of Yuba, through its Health and Human Services Department, desires to provide qualified students with the opportunity to obtain work experience including clinical work experience and use of facilities through Internship Programs in the County's Health and Human Services Department; and

WHEREAS, local Colleges and Universities desire that it's qualified students have the opportunity to gain valuable work experience through Internship Programs with the County's Health and Human Services Department; and

WHEREAS, the Board of Supervisors of the County of Yuba adopted Resolution Number 1987-95 on May 27, 1987, authorizing the Chairman of the Board of Supervisors to execute, on behalf of the County of Yuba, certain County-State Agreements for furnishing clinical experience and use of clinical facilities; and

WHEREAS, the Board of Supervisors of the County of Yuba adopted Resolution Number 2004-06 on January 20, 2004, authorizing the Director of the Yuba County Health and Human Services Department to execute on behalf of the County of Yuba the Agreements for Educational Internship; and

WHEREAS, the County's Health and Human Services Department desires to enter into additional educational internship agreements with various local colleges and universities.

WHEREAS, the County's Health and Human Services Department desires to have one Resolution authorizing the Director of Health and Human Services Department to execute on behalf of the County of Yuba various Agreements for Educational Internships.

NOW, THERFORE, BE IT RESOLVED, that this Resolution hereby repeals and replaces Resolution Number 1987-95 and Resolution Number 2004-06.

BE IT FURTHER RESOLVED, by the Board of Supervisors that the Director of the Yuba County Health and Human Services Department be, and hereby is, authorized to execute, on behalf of the County of Yuba and upon review and approval of the County Counsel, various Agreements for Educational Internships.

This Resolution shall remain in effect until repealed.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

COUNTY OF YUBA

Roger Abe, Chairman

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

Maria Bryant Pollard



*SPECIAL
PRESENTATIONS*

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From: Bill Doss [wdoss@surewest.net]
Sent: Monday, July 18, 2011 10:12 AM
To: Ferris, Rachel
Subject: Prostate Cancer Proclamation
Attachments: Proposed Proclamation, 2011 - B.doc; Proclamation Report - 2011.pdf

Hi Rachel:

It was nice talking with you this morning regarding our request for a Prostate Cancer Proclamation.

The 1st attachment is our proposed Prostate Cancer Proclamation. This one-page attachment is in MS Word 97-2003 format. Therefore, it is easy to copy/paste and edit onto your own Proclamation forms. The attached Proclamation is a suggested document. Please feel free to edit it to meet your requirements.

The 2nd attachment is our 14-page report, which provides all of the background material and justification for each statement in our proposed Proclamation. All of the prostate cancer information in this report is from the American Cancer Society's documents Cancer Facts & Figures 2011.

September is National Prostate Cancer Awareness Month. We appreciate your support by issuing a Proclamation in recognition of this national event. Please give me a call if you have any questions or comments about our request.

Best regards,

Bill Doss

California Prostate Cancer Coalition
(916) 772-2222

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

THE COUNTY OF YUBA

BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

PROCLAIMING SEPTEMBER 2011
AS PROSTATE CANCER AWARENESS MONTH

WHEREAS, prostate cancer is the most frequently diagnosed cancer in men, and the second most cause of cancer death in men, exceeded only by lung cancer deaths; and

WHEREAS, the American Cancer Society estimates 1 in 6 men will develop prostate cancer in their lifetime and it is estimated there will be 240,890 new cases of the disease in the USA in 2011, resulting in an estimated 33,720 deaths; and

WHEREAS, in California, prostate cancer is the most common cancer among men in almost all race and ethnic groups and African-American men are over 33% more likely to develop this disease than non-Hispanic white men and over 46% more likely than Hispanic men; and

WHEREAS, it is estimated 25,030 men in California will be diagnosed with prostate cancer this year and it is estimated 4,330 California men will die from this disease; and

WHEREAS, the survival rate approaches 100% when prostate cancer is diagnosed and treated early, but drops to 30% when it spreads to the other parts of the body; and

WHEREAS, early prostate cancer usually has no symptoms and familial predisposition may be responsible for 5% to 10% of the disease cases; and

WHEREAS, recent studies suggest that a diet high in processed meat or dairy foods may be a risk factor, and obesity appears to increase risk of aggressive prostate cancer; and

WHEREAS, obesity and smoking are associated with an increased risk of dying from prostate cancer; and

WHEREAS, the American Cancer Society recommends that men should have an opportunity to have a discussion with their health care provider in order to make an informed decision about early detection and testing for prostate cancer; and

WHEREAS, Yuba County joins communities across our nation to increase the awareness about the importance for men to make an informed decision with their health care provider about early detection and testing for prostate cancer.

NOW, THEREFORE, the Yuba County Board of Supervisors hereby proclaims September 2011 as Prostate Cancer Awareness Month.


CHAIRMAN


CLERK OF THE BOARD OF SUPERVISORS



*** * ***

Proposed Proclamation
for
Prostate Cancer Awareness Month
September 2011



Proposed Proclamation
Prostate Cancer Awareness Month – September 2011

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1.	Table of Contents
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3.	Proposed Proclamation
4.	Reference: ACS Cancer Facts & Figures 2011, page 5
5.	Reference: ACS Cancer Facts & Figures 2011, page 6
6.	Reference: ACS Cancer Facts & Figures 2010, page 14
7.	Reference: ACS Cancer Facts & Figures 2011, page 17
8.	Reference: ACS Cancer Facts & Figures 2010, page 19
9.	Reference: ACS Cancer Facts & Figures 2010, page 20
10.	Reference: California Cancer Facts & Figures 2011, page 16
11.	White House Prostate Cancer Awareness Proclamation
12.	U.S. Senate Prostate Cancer Awareness Resolution
13.	California Governor's Prostate Cancer Awareness Proclamation
14.	California Senate & Assembly Prostate Cancer Awareness Resolution

The American Cancer Society document Cancer Facts & Figures 2011 can be found on the ACS website: www.cancer.org. In the Search box, type Cancer Facts & Figures 2011. The entire 58-page document is available in a PDF format.

The California Cancer Facts & Figures 2011 document can be found on the ACS website. In the Search box, type California Cancer Facts & Figures 2011. The entire 37-page document is available in a PDF format.

Prepared by

Bill Doss
California Prostate Cancer Coalition
4909 Moonshadow Court
Rocklin, CA 95677
916-772-2222
wdoss@surewest.net
www.prostatecalif.org

Proposed Proclamation

Prostate Cancer Awareness Month – September 2011

Discussion

The purpose of this report is to assist issuing a Proclamation designating September 2011 as Prostate Cancer Awareness Month. In this report, the word “Resolution” may be substituted for the word “Proclamation” as required by the issuing government body. The proposed Proclamation on page 3 is in keeping with the national historical practice of recognizing the month of September as Prostate Cancer Awareness Month.

Each year, the President of the United States, The United States Senate, and the Governors of many States issue Proclamations declaring September as Prostate Cancer Awareness Month. Many counties and cities across the country also recognize Prostate Cancer Awareness Month in September by issuing their own Proclamations.

Today there are more than 2.3 million men alive in the USA with a history of prostate cancer. Prostate cancer is the most diagnosed cancer in men today, second only to skin cancer. After lung cancer, prostate cancer is also the number one cause of cancer death in men. The American Cancer Society estimates that 1 in 6 men will develop prostate cancer in their lifetime. Men have a 27% higher rate of developing prostate cancer than women have of developing breast cancer. In the average American family, the husband is more at risk of developing prostate cancer than the wife is of developing breast cancer. In the USA, men also have a higher death rate from prostate cancer than women have from breast cancer. Every 15 minutes, 24/7, an American man dies from prostate cancer. The early stages of prostate cancer usually show no symptoms and there are no self-tests. Early detection is the key to prostate cancer survival. The 5-year survival rate for prostate cancer is 100% if the disease is treated early. The 5-year survival rate drops to 30% if the cancer has metastasized.

In California, prostate cancer is the most common form of cancer among men in almost all race/ethnic groups. More men are diagnosed with prostate cancer in California than any other state. California also has the highest number of deaths from this disease. It is estimated that this year in the state, 25,030 men will be diagnosed and 4,330 men will die from this disease.

The proposed Proclamation on the next page was prepared using the references listed in this report. All of the references in this report are from 2011 American Cancer Society sources. There is a page number in parenthesis after each WHEREAS. This page number refers to the location in this report for the source of the WHEREAS. Information on each reference page has been underlined to assist the reader identify the source for each WHEREAS.

Copies of last year’s Prostate Cancer Awareness Proclamations from the White House, US Senate, California Governor, and California Senate, are provided at the end of this report for the reader to review the format and phrasing used in other Proclamations.

Estimated New Cancer Cases for Select Sites by State, US, 2011*

State	All Sites	Female Breast	Uterine Cervix	Colon & Rectum	Uterine Corpus	Leukemia	Lung & Bronchus	Melanoma	Non-	Prostate	Urinary Bladder
								of the Skin	Hodgkin Lymphoma		
Alabama	25,530	3,700	210	2,310	550	590	4,240	1,260	960	3,680	930
Alaska	3,090	460	†	260	80	80	380	90	130	490	130
Arizona	31,550	4,240	220	2,620	800	780	3,820	1,330	1,220	4,660	1,530
Arkansas	16,070	2,100	130	1,550	370	420	2,660	500	650	2,400	650
California	163,480	25,510	1,520	13,880	4,730	4,760	17,660	8,250	7,070	25,030	6,810
Colorado	22,390	3,390	160	1,780	600	710	2,250	1,130	970	3,920	960
Connecticut	21,440	3,280	110	1,680	700	520	2,680	1,060	880	3,300	1,050
Delaware	5,130	810	†	430	150	120	780	240	200	840	230
Dist. of Columbia	2,830	500	†	240	80	70	360	70	100	580	90
Florida	113,400	15,330	900	10,180	2,960	3,440	17,150	5,260	4,720	16,780	5,490
Georgia	44,580	7,030	410	3,940	1,120	1,130	6,410	2,120	1,670	7,360	1,460
Hawaii	6,710	1,040	50	670	230	170	780	340	230	850	230
Idaho	7,520	1,030	50	620	210	240	870	340	310	1,320	350
Illinois	65,610	9,510	570	6,240	2,050	1,870	9,210	2,340	2,640	9,340	2,910
Indiana	34,050	4,760	260	3,290	1,010	970	5,520	1,410	1,390	4,580	1,440
Iowa	17,500	2,120	100	1,670	560	580	2,480	890	770	2,590	810
Kansas	14,070	1,890	90	1,300	440	430	1,990	710	620	1,870	580
Kentucky	25,010	3,470	210	2,420	690	650	4,860	1,510	1,040	3,220	1,020
Louisiana	22,780	2,940	220	2,220	470	620	3,630	630	930	3,640	870
Maine	8,820	1,280	50	770	300	260	1,400	400	370	1,240	500
Maryland	28,890	4,850	230	2,470	900	700	3,960	1,330	1,130	5,060	1,150
Massachusetts	37,470	5,640	200	3,000	1,210	970	4,970	1,740	1,550	5,470	1,870
Michigan	57,010	7,890	360	4,800	1,810	1,630	8,140	2,470	2,330	8,940	2,680
Minnesota	27,600	3,380	130	2,110	820	820	3,340	880	1,140	4,370	1,100
Mississippi	14,990	2,170	150	1,520	320	370	2,430	500	550	2,150	520
Missouri	32,740	4,100	230	3,150	960	880	5,470	1,310	1,300	4,230	1,370
Montana	5,690	760	†	480	150	170	750	190	240	1,020	280
Nebraska	9,430	1,240	50	930	310	290	1,270	430	430	1,290	410
Nevada	12,800	1,420	110	1,080	290	290	1,510	410	440	1,850	540
New Hampshire	8,210	1,190	†	650	260	210	1,110	410	330	1,200	410
New Jersey	49,080	7,360	430	4,290	1,630	1,360	6,210	2,430	2,140	7,840	2,390
New Mexico	9,630	1,310	80	820	240	320	980	400	370	1,420	360
New York	107,260	15,710	960	9,480	3,670	3,070	14,200	3,750	4,650	15,950	5,150
North Carolina	48,870	7,390	380	4,200	1,280	1,230	7,300	2,300	1,930	7,580	1,900
North Dakota	3,560	430	†	340	100	100	420	130	150	600	170</

*Rounded to nearest 10. Excludes basal and squamous cell skin cancers and in situ carcinomas except urinary bladder. † Estimate is fewer than 50 cases.

*Rounded to nearest 10. Excludes basal and squamous cell skin cancers and in situ carcinomas except urinary bladder. †Estimate is fewer than 50 cases.
 Note: These estimates are offered as a rough guide and should be interpreted with caution. State estimates may not sum to US total due to rounding and exclusion of state estimates fewer than 50 cases.

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Estimated Cancer Deaths for Select Sites by State, US, 2011*

State	All Sites	Brain/ Nervous System	Female Breast	Colon & Rectum	Leukemia	Liver	Lung & Bronchus	Non- Hodgkin Lymphoma	Ovary	Pancreas	Prostate
Alabama	10,210	210	700	930	350	320	3,210	310	290	600	710
Alaska	910	†	70	80	†	†	250	†	†	60	†
Arizona	10,820	290	760	1,020	420	400	2,660	340	330	690	640
Arkansas	6,460	140	440	580	240	210	2,030	190	150	440	330
California	56,030	1,480	3,980	4,780	2,200	2,700	12,450	2,050	1,630	4,010	4,330
Colorado	6,980	210	500	650	300	240	1,690	290	240	480	430
Connecticut	6,800	150	480	500	260	220	1,750	220	190	550	460
Delaware	1,930	†	120	160	60	60	590	50	50	120	110
Dist. of Columbia	920	†	80	90	†	†	210	†	†	70	80
Florida	40,980	790	2,690	3,370	1,570	1,410	11,460	1,310	1,020	2,610	2,160
Georgia	15,860	330	1,120	1,420	560	450	4,670	500	440	980	1,080
Hawaii	2,370	†	140	220	80	120	580	90	60	180	140
Idaho	2,570	90	160	210	120	70	630	90	70	200	210
Illinois	23,140	470	1,830	2,190	900	710	6,420	680	640	1,610	1,310
Indiana	12,960	340	870	1,090	520	350	4,020	420	350	810	690
Iowa	6,390	160	380	600	300	170	1,770	290	190	390	410
Kansas	5,370	140	370	480	300	150	1,600	190	150	340	290
Kentucky	9,750	190	590	850	320	250	3,420	300	220	550	410
Louisiana	8,360	210	610	900	300	360	2,480	270	220	540	480
Maine	3,180	80	170	260	110	90	960	80	80	200	170
Maryland	10,240	210	800	920	390	380	2,720	300	270	710	770
Massachusetts	12,910	270	760	980	470	460	3,490	360	370	940	640
Michigan	20,770	510	1,320	1,670	820	610	5,830	660	560	1,360	1,150
Minnesota	9,240	230	610	750	390	290	2,470	310	250	610	460
Mississippi	6,060	150	400	620	220	200	2,010	190	150	360	360
Missouri	12,700	280	870	1,060	510	390	3,970	450	300	830	540
Montana	2,000	60	110	170	90	50	570	80	60	120	140
Nebraska	3,510	90	200	350	140	90	900	140	90	200	280
Nevada	4,740	120	330	540	100	190	1,290	150	120	320	310
New Hampshire	2,690	70	190	200	100	80	770	60	60	200	160
New Jersey	16,370	330	1,260	1,510	610	470	4,160	630	470	1,140	1,100
New Mexico	3,460	80	240	340	120	160	800	120	90	230	270
New York	34,350	810	2,450	2,890	1,350	1,310	8,580	1,470	1,000	2,470	1,770
North Carolina	19,760	340	1,390	1,480	660	520	5,770	550	460	1,200	990
North Dakota	1,280	†	80	110	50	†	310	†	†	100	80
Ohio	24,900	540	1,730	2,170	910	700	7,210	830	600	1,550	1,260
Oklahoma	7,780	170	530	690	290	230	2,390	280	180	400	350
Oregon	7,550	210	490	700	280	240	2,110	320	240	540	470
Pennsylvania	28,560	540	1,970	2,440	1,080	870	7,960	1,090	800	2,070	1,920
Rhode Island	2,150	50	120	140	90	80	590	50	60	140	80
South Carolina	9,310	200	660	740	330	280	2,910	300	260	570	550
South Dakota	1,680	†	100	150	70	50	450	80	50	110	120
Tennessee	13,790	340	890	1,170	490	390	4,570	470	330	770	750
Texas	36,770	830	2,620	3,230	1,410	1,730	9,560	1,060	950	2,260	2,060
Utah	2,880	100	260	250	140	80	490	100	90	200	230
Vermont	1,290	†	100	110	60	†	360	†	†	80	60
Virginia	14,340	300	1,140	1,270	500	430	4,100	440	410	950	780
Washington	11,740	380	800	960	490	460	3,090	430	370	790	760
West Virginia	4,680	100	270	420	140	120	1,480	190	120	220	120
Wisconsin	11,440	260	690	860	480	340	2,940	390	330	730	600
Wyoming	1,020	†	60	110	†	†	260	50	†	70	60
United States	571,950	13,110	39,520	49,380	21,780	19,590	156,940	19,320	15,460	37,660	33,720

* Rounded to nearest 10. † Estimate is fewer than 50 deaths.

Note: State estimates may not add to US total due to rounding and exclusion of state estimates fewer than 50 deaths.

Source: US Mortality Data, 1969 to 2007, National Center for Health Statistics, Centers for Disease Control and Prevention.

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The County of Yuba

Department of Administrative Services

Doug McCoy - Director



365-11

AIRPORT	
BUILDING & GROUND	
FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7891
PRINT SHOP	749-7880
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880

(530) 749-7880
FAX (530) 749-7936

August 23, 2011

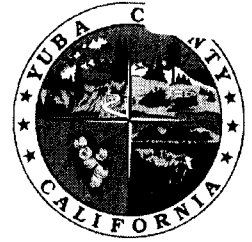
TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: Doug McCoy, Administrative Services Director

SUBJECT: YUBA-SUTTER ENTERPRISE ZONE FISCAL YEAR 2010-11 REVIEW
AND UPDATE

This report will be a powerpoint presentation to the Board covering activities occurring in FY 2010-11, a general update of the program, and a review of the Lead Agency responsibilities.

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The County of Yuba

Office of the County Administrator

To: Chairman and Board of Supervisors

From: John Fleming, Economic Development Coordinator
Brynda Stranix, President, Yuba-Sutter EDC

Subject: Economic Development Report Mid-Year

Date: August 23, 2011

A handwritten signature in black ink, appearing to be "John Fleming", is written over the "From:" line of the memo.

Recommendation

Receive 2011 Economic Development Mid-Year report.

Background

Yuba County approved the first Economic Development Strategic Plan March 21, 2000. The mid-year report is designed to provide the Board with a summary of the initiatives and programs developed and implemented by economic development staff.

Discussion

The Economic Development update will focus on recent accomplishments and tasks associated with business attraction, retention and expansion. The report will also cover work program activities and proposed conference/tradeshow participation.

Fiscal Impact

There is no direct fiscal impact in receiving the Economic Development Mid-Year Report and Work Program.

Committee

There was no committee presentation or input on this special presentation.

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COUNTY
DEPARTMENTS

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorff, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: August 23, 2011
Re: Selection of Architectural firm

Recommendation

Consider and accept the recommendation of the Sheriff Office Architectural Services Evaluation Committee of HMC/Beverly Prior Architects as the first choice selection as the County's architectural partner in the County's Request for Qualifications bidding process, and the selection of LPA Architects as the Alternate selection.

Background

The County acquired the building at 720 Yuba St in January of this year. In order to proceed with developing the building to fulfill the Sheriff's needs, we need to begin with a design and we need an architect to do that. The County has just completed a comprehensive Request for Qualifications process to identify and select an architectural partner.

An Evaluation Committee comprised of members from senior leadership of the Sheriff's Office, Administrative Services, and CDSA reviewed twenty one written responses and participated in eight presentations of the top point scorers. The team then 'short listed' the top three and visited example locations to view their work. This list and the ranking is a result of those cumulative experiences.

Discussion

County Purchasing Guidelines dictate we are to create a list of the top three candidate firms, and present this list to the Board with our recommendation. Our top three candidate firms were:

- HMC/Beverly Prior Architects
- LPA Architects
- Calpo Hom & Dong

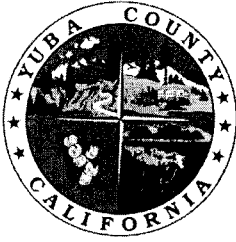
August 10, 2011

Based on the written responses, the presentations, and the facility tours the committee was unanimous in our selection of Beverly Prior's firm. We present this list to the Board for your decision.

According to County policy, the next steps are once the Board has made its selections of the top firm and the alternate selection, we then begin the process to negotiate the contract with the top firm. If we find the top selected firm will not bargain 'in good faith' we may then enter into negotiations with the alternate firm. At such time as we mutually agree upon a contract, we will then bring the agreement back to your Board for review and consideration.

Financial Impact

At this point we are only making a selection, and we are *not* obligated to any cost until the contract comes back before your Board for consideration and it is executed. We do not have an estimate of contract value at this time.



Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
 Angil Morris-Jones, County Counsel
From: Doug McCoy, Director of Administrative Services
Date: August 23, 2011
Re: Utility easement to Pacific Gas and Electric Company on County of Yuba APN 019-230-080

Recommendation

Recommend for approval a utility easement to Pacific Gas and Electric on APN 019-230-080 and authorize the chairman to execute same.

Background/Discussion

Pacific Gas and Electric Company (PG&E) currently hold fee title to APN 019-230-054. PG&E is requesting an easement to County owned property, APN 019-230-080 that surrounds the current PG&E parcel. PG&E is requesting for an exclusive easement to install, replace (of the initial or any other size), maintain and use such valves and other devices and equipment as PG&E shall from time to time deem necessary for metering, regulating and discharging gas into the atmosphere within, to install concrete curbing on, to cover with bitumastic pavement and to enclose with a fence.

Committee Finding

Due to time constraints for construction by PG&E, this item is being directly presented to the Board and bypassing Committee.

Financial Impact

Pacific Gas and Electric will provide compensation to the County in the amount of \$1,600. This compensation would be shared by Community Development and Administrative Services for their time dedicated to completing this request for an easement.

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Chico Land Services Office
350 Salem Street
Chico, California 95928-5331

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

☐ This is a conveyance where the consideration and
Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2114-03

EASEMENT

EASEMENT

YUBA COUNTY, a political subdivision of the State of California,

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the adequacy and receipt whereof are hereby acknowledged, hereby grants to Grantee, an exclusive easement and right of way to construct, install, replace (of the initial or any other size), maintain and use such valves and other devices and equipment as Grantee shall from time to time deem necessary for metering, regulating and discharging gas into the atmosphere within, to install concrete curbing on, to cover with bitumastic pavement and to enclose with a fence, the hereinafter described easement area lying within Grantor's lands which are situate in the County of Yuba, State of California, and described as follows:

APN 19-230-080

The parcel of land, situate in the southeast quarter of Section 32, Township 15 North, Range 4 East, MDM, conveyed by Renzo A. Del Pero and 7 others to the County of Yuba, by deed dated September 20, 1995 and recorded as Document Number 1996R-001519, Yuba County Official Records.

The aforesaid easement area is described as follows:

The parcel of land shown outlined by the heavy dashed lines upon the print of Grantee's Drawing: EXHIBIT-A, attached hereto and made a part hereof.

Grantor further grants to Grantee the right of ingress to and egress from said easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said easement area by any public road or highway, now crossing or hereafter crossing said lands.

Grantor also grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on said easement area.

Grantee shall indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor agrees that Grantee has the exclusive use of said easement area and further agrees not to grant any easement or easements on, under or over said easement area without the written consent of Grantee.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated _____, 20_____.

Yuba County, a political subdivision of the
State of California

Sierra Division
Chico Land Services Office
Gas Operating Department
MDB, T15N, R4E, Section 32: SW1/4 of SE1/4
FERC License Number(s): N/A
PG&E Drawing Number: A 15-4-32
Electric Distribution Plat: 2155-I4
LD of any affected document: 2115-04-0193
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 5,6,17,52,53
SBE Parcel Number: N/A
PM 30799615
JCN:
County: Yuba
851 Approval Application No. ____ Decision ____
Prepared By: rsg4
Checked By:
Revision Number
2011-Yuba-30799615d.RegSta.doc

EXHIBIT-A

PACIFIC GAS & ELECTRIC COMPANY,
a California corporation
130-OR-307
APN: 019-230-054
LD 2115-04-0193

Bk. 62 RS Pgs. 28-29

LOCATION OF 25 FT. STRIP

LOCATION OF
25 FT. STRIP

SEE DETAIL "A"

DETAIL "A"

APN: 019-230-081

YUBA COUNTY
1996R-001519
APN: 019-230-080



2155-14
SEC. 32: SW1/4 OF SE1/4

SECTION 32 33
SECTION 5 4

* UNLESS OTHERWISE SHOWN ALL COURSES
EXTEND TO OR ALONG BOUNDARIES OR LINES

Applicant:

PG&E REG STA-OLIVEHURST

SCALE
NONE

DATE
6-14-2011

SECTION	TOWNSHIP	RANGE	MERIDIAN	COUNTY OF:	CITY OF:	F.B.:	DR. BY:	CH. BY:
32	15N	4E	MDB&M	YUBA	OLIVEHURST		rsg4	
PLAT MAP 2155-14				PG&E		SIERRA	30799615	A 15-4-32
REFERENCES 2011-Yuba-30799615d.regG.dgn				DIVISION		AUTHORIZ	DRAWING NO.	

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The County of Yuba

OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER 915 8TH STREET, SUITE 115
MARYSVILLE, CALIFORNIA 95901-5273
(530) 749-7575 FAX (530) 749-7312



ROBE 370-11
COUNTY

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
FROM: Robert Bendorf, County Administrator *RB*
RE: Yuba County Board of Supervisors Response – 2010-2011 Grand Jury Report
DATE: August 23, 2011

RECOMMENDATION

It is recommended that the Board of Supervisors:

1. Receive and approve the Board of Supervisors' responses to the 2010-2011 Grand Jury report for Animal Care Services, Jail and the Auditor-Controller.
2. Receive the Human Resources (HR) Director, County Administrator (CAO), Sheriff and Chief Probation Officer responses to the 2010-2011 Grand Jury report.

BACKGROUND

Each year, the Yuba County Grand Jury conducts evaluations and investigations of various entities and operations that serve residents at both the municipal and county levels. At the end of each session, the Grand Jury issues a comprehensive report that provides an overview of each investigation and subsequently offers Findings and Recommendations.

DISCUSSION

Of the evaluations and investigations conducted by the 2010-2011 Grand Jury, five are associated directly or indirectly with the Yuba County Board of Supervisors: Auditor-Controller, Juvenile Hall, Jail, Animal Care Services, Three Rivers Levee Improvement Authority (TRLIA). The following were stated as requiring responses to findings and / or recommendations by the Yuba County Board of Supervisors.

Auditor-Controller	Findings and Recommendations
Jail	Recommendations
Animal Care Services	Recommendations

In addition, responses were required from appointed and elected officials;

Auditor-Controller
Jail
Animal Care Services
Juvenile Hall

Findings and Recommendations
Recommendations
Findings and Recommendations
Recommendations

CAO & HR Director
Sheriff
Sheriff
Superintendent /
Chief Probation Officer

Attached to this memo are the Yuba County Board of Supervisors responses as required by law to findings and recommendations as stated by the Grand Jury. No action is required by your Board for the responses from appointed and elected officials. Copies of the responses from appointed and elected officials are attached for receipt and review by the Board of Supervisors with exception of the response from the Auditor-Controller, which was already presented to the full Board.

COMMITTEE ACTION

This item is presented to the full Board and was not presented at the committee level.

FISCAL IMPACT

None

The County of Yuba

OFFICE OF THE BOARD OF SUPERVISORS



915 8th Street, Ste. 109
Marysville, California 95901
(530) 749-7510
(530) 749-7353 FAX

August 23, 2011

The Honorable Debra L. Givens
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: RESPONSE TO 2010/11 GRAND JURY

Dear Judge Givens,

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the findings and recommendations contained in the 2010/11 Grand Jury Final Report – Auditor-Controller. Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

FINDINGS

F1. Annual Audits of Yuba County's financial statements, performed by outside auditing firms have repeatedly pointed out recurring material weaknesses within the internal controls of the operations of the Auditor-Controller's office, and corrections to such material weaknesses have not been implemented.

The Board of Supervisors agrees with the finding.

F13. No internal audits by the office of the Auditor-Controller have been performed in the County departments, other than the Treasurer.

The Board of Supervisors disagrees with the finding.

The Board of Supervisors is aware of an internal payroll audit conducted within the last year as well as revenue source audits.

F15. In 1966, the BOS adopted Ordinance No. 298, which outlined the qualifications for the Auditor-Controller in Yuba County. Government Code Section 26945.1 allows the BOS to amend their

SUPERVISORS

Andy Vasquez – District 1 • John Nicoletti – District 2 • Mary Jane Griego – District 3 • Roger Abe – District 4 • Hal Stocker – District 5

ordinance and require the Auditor-Controller to obtain 40 continuing education credits every two years.

The Board of Supervisors agrees with the finding.

- F16.** *The Board of Supervisors has limited authority to adequate oversight of the office of the Auditor-Controller, when that office is filled by an elected official.*

The Board of Supervisors agrees with the finding.

- F17.** *A former Assistant Auditor had to provide financial information secretly to various County departments in order for those departments to prepare their financial analyses.*

The Board of Supervisors disagrees in part with the finding.

The Board agrees, based solely on discussions with staff, the previous Assistant Auditor-Controller provided financial information with the caveat that the Auditor-Controller was not aware he was doing so and asked staff not to share that the information was provided.

The Board of Supervisors, based solely on discussions with staff, disagrees that a “code name” was used when information was shared with staff. It is an inappropriate characterization as the name referred to by the Assistant Auditor-Controller was more of a light hearted nickname.

RECOMMENDATIONS

- R8.** *The Board of Supervisors adopt and enforce Government Code Section 26945.1 which requires an Auditor-Controller to obtain 40 hours of continuing education in the accounting field every two years.*

The recommendation has not yet been implemented, but will be considered by the full Board prior to the end of the calendar year. Such a change requires a unanimous vote of the Board.

A change to the Yuba County Ordinance Code will be required to include the elements of section 26945.1. In addition, the statute is ineffective as currently enacted as it does not require the Auditor-Controller to provide the necessary documentation either to the State Controller or the local governing body. Therefore, a resolution will be considered requesting the Auditor-Controller to provide necessary documentation of the continuing education requirement to the Board of Supervisors every two years due in part to the fact the cost of such continuing education is paid for using public funds.

26945.1. (a) Any person serving in the capacity of county auditor shall complete at least 40 hours of qualifying continuing education, pursuant to subdivision (b), for each two-year period, beginning January 1, 1998, and completing at least 10 hours in each year of the two-year period. At least 20 of the 40 hours of continuing education shall be obtained in governmental accounting, auditing, or related subjects.

(b) Qualifying continuing education may be obtained in the areas of accounting, auditing, or related subjects. In addition, qualifying continuing education may be obtained in any other subject, if it can be demonstrated that the specific educational program contributes to

SUPERVISORS

professional competence.

(c) With respect to a county auditor who is a licensee of the California Board of Accountancy, or of the accountancy licensing authority of any other state, or who possesses a certificate issued by the Institute of Internal Auditors, continuing education obtained for purposes of renewal of the license or certificate may be applied to satisfy the requirements of this section.

- R12. *Amend sections 2.43.010 and 2.43.020 of the Yuba County Ordinance Code to be consistent with sections 26945 through 26946 of the California Government Code.***

The recommendation has been implemented in part as it relates to section 26945. The Board will consider implementation by the end of the calendar year.

- R13. *Prepare a Policy & Procedures Manual outlining how each operation within the office of the Auditor-Controller is to be conducted.***

This recommendation requires further analysis.

The Auditor-Controller is an elected statutory official. The Board of Supervisors may request the Auditor-Controller to prepare a Policy and Procedures Manual, per a resolution adopted by the Board of Supervisors. However, it is important to note that the independently elected person holding that office may refuse to carry out that direction as there are no repercussions for inaction. The Board of Supervisors is therefore unable to force the Auditor-Controller to complete this document.

- R14. *Pursuant to Government Code Sections, the Office of the Auditor-Controller perform the mandated audits.***

The recommendation has been implemented. The mandated countywide audit is coordinated through the Auditor-Controller's office.

In the best interests of maintaining internal controls and adequate accounting for the County organization, internal audits (payroll, invoice processing, process related audits) may be conducted at any time by the Auditor-Controller.

- R15. *The staff and management of the Auditor-Controller's office receive customer service training.***

This recommendation requires further analyses.

Department Heads, including the Auditor-Controller, are responsible for providing the necessary and ongoing training needed for professional development, which may include customer service. Several county departments have included this training for their employees.

The Board of Supervisors agrees that customer service is critical to successful business operations and feels Auditor staff continues to serve our departments well considering having less resources and demands on their time.

SUPERVISORS

For local government employees, a balance of professional development, mandated and general service training should be achieved while allowing adequate time for employees to perform their jobs. Unfortunately, due to a plethora of ongoing mandates and new statutes adopted by the State of California each year, in addition to Governmental Accounting Standards Board changes in procedures for example, staff in the Auditor-Controller's office must be frequently trained to learn new processes.

The Auditor-Controller's Office is primarily an internal service department for all County functions. The focus of this reference reflects the necessity for a department head to maintain ongoing working relationships with other departments to understand unique and common business needs. It is also necessary to provide the appropriate leadership so processes can be identified and collaboratively implemented, leading to the achievement of countywide economies and efficiencies.

R16. The Board of Supervisors ensure all material weaknesses and significant deficiencies are addressed, resolved and reported to the BOS.

The recommendation requires further analysis.

The Board of Supervisors assumes the "all material weaknesses and significant deficiencies are addressed, resolved and reported to the BOS" refers to the countywide audit. If in fact that reference is correct, the Board of Supervisors receives the annual audit report for the previous fiscal year approximately six to eight months after the end of the previous fiscal year when it is publicly presented to the Board of Supervisors by the Auditor-Controller.

In order to "ensure" the issues are addressed and resolved, it is incumbent on the Auditor-Controller to work with departments or to develop / adhere to his own internal processes. Again, the elected Auditor-Controller may or may not correct the issues. Direction provided by the Board of Supervisors, which has been provided previously, may or may not be followed by the Auditor-Controller. Keeping in mind there are no repercussions if he or she should not follow the direction received.

R17. Pursuant to Government Code Sections 26882-26886, the Board of Supervisors issue resolutions requiring that the office of the Auditor-Controller prepare such reports as the BOS deems necessary.

The recommendation has not yet been implemented and may be implemented should the Board of Supervisors take the appropriate action. It should be noted that while the County Board of Supervisors may issue resolutions to prepare such reports, there is no state statute mandating that the Auditor-Controller must complete the task(s).

26880. The board of supervisors may create the office of controller. The office of county controller shall be held ex officio by the county auditor.

26881. The county auditor, or in counties that have the office of controller, the auditor-controller shall be the chief accounting officer of the county. Upon order of the board of supervisors, the auditor or auditor-controller shall prescribe, and shall exercise a general supervision, including the ability to review departmental and countywide internal controls, over the accounting forms and the method of keeping the accounts of all offices, departments and institutions under the control of the board of supervisors and of all districts whose funds are kept in the county treasury.

SUPERVISORS

26882. In addition to the accounts required by law the auditor-controller shall, upon order of the board of supervisors, maintain such accounts and statistics and prepare such reports therefrom as the board may deem necessary for its information and use in the management and control of the operations of the county and of those districts whose funds are kept in the county treasury.

26883. In addition to the power now possessed by the board of supervisors to enter into contracts for audits the board shall have the power to require that the county auditor-controller shall audit the accounts and records of any department, office, board or institution under its control and of any district whose funds are kept in the county treasury. The county auditor-controller's report on any such audit shall be filed with the board of supervisors and, if the report discloses fraud or gross negligence a copy thereof shall be filed with the district attorney.

The governing body of any district may agree with the board of supervisors to reimburse the county for its actual cost of any audit of its accounts and records had under this section.

26884. In the event the board of supervisors elects to require that the county auditor-controller perform the additional services authorized by this chapter it shall have the power and it shall be its duty to provide by proper appropriations for any additional personnel, equipment, supplies or expenses made necessary thereby.

26885. The provisions of this chapter shall become operative only upon their adoption by a resolution passed by a unanimous vote of the board of supervisors at a regular meeting at which all members are present. Any resolution adopted pursuant to this section may be repealed by the board of supervisors at any time by a three-fifths vote.

26886. In the event the board of supervisors elects to make the provisions of this chapter operative, it may provide for the payment of compensation which it deems proper for the combined offices of auditor-controller in a single amount or in two separate amounts, one for auditor and one for controller as it may deem proper. The board of supervisors may elect to provide such compensation on creation of the office of controller, or at any time thereafter.

- R18. Pursuant to Government Code Section 26883, the Board of Supervisors implement a rotating schedule requiring the Auditor-Controller to audit or review the accounts and records of at least one County department each year, in order to determine whether there is adequate supervision of accounting practices and consistency in the application of those practices among County departments.**

This recommendation has not yet been implemented, but will be considered in the future, with a time frame for implementation.

- R19. The Board of Supervisors adopt a resolution, to place on a ballot, the Office of Auditor-Controller as an appointed position pursuant to Government Code sections 24009 (b) or 26980 (b).**

This recommendation requires further analysis.

The Board of Supervisors agrees that the process to have an appointed Auditor-Controller is valid; however disagrees with the recommendation without conducting further review and analysis. The

SUPERVISORS

California Government Code clearly provides that the Office of Auditor-Controller is an elected position. The Board of Supervisors would be remiss in not reviewing and considering further the interests of Yuba County voters and analyzing the benefits and drawbacks of such an action.

R20. The Board of Supervisors direct staff or an independent consultant to investigate and report on the process of establishing the office of Auditor-Controller as an appointed, rather than elected position.

The recommendation has been implemented as the necessary research for Board consideration is already underway for the Board of Supervisors to review.

The Board of Supervisors thanks the 2010-2011 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

Roger Abe, Chairman
Yuba County Board of Supervisors

SUPERVISORS

Andy Vasquez – District 1 • John Nicoletti – District 2 • Mary Jane Griego – District 3 • Roger Abe – District 4 • Hal Stocker – District 5

The County of Yuba

OFFICE OF THE BOARD OF SUPERVISORS



915 8th Street, Ste. 109
Marysville, California 95901
(530) 749-7510
(530) 749-7353 FAX

August 23, 2011

The Honorable Debra L. Givens
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: RESPONSE TO 2010/11 GRAND JURY

Dear Judge Givens,

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the recommendation contained in the 2010/11 Grand Jury Final Report – Animal Care services. Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

RECOMMENDATIONS

R3. The Yuba County Board of Supervisors should commend the staff and volunteers of ACS and the Yuba County Sheriff's Department for their efforts in maintaining a healthy and safe atmosphere for the animals they care for.

The Yuba County Board of Supervisors agrees with the recommendation and joins our Sheriff in recognizing the outstanding service provided by our staff and volunteers. The Board will discuss an appropriate method to commend our Animal Care Services staff and volunteers for their dedication to the citizens of Yuba County.

The Board of Supervisors thanks the 2010-2011 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

Roger Abe, Chairman
Yuba County Board of Supervisors

SUPERVISORS

Andy Vasquez – District 1 • John Nicoletti – District 2 • Mary Jane Griego – District 3 • Roger Abe – District 4 • Hal Stocker – District 5

The County of Yuba

OFFICE OF THE BOARD OF SUPERVISORS



915 8th Street, Ste. 109
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August 23, 2011

The Honorable Debra L. Givens
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: RESPONSE TO 2010/11 GRAND JURY

Dear Judge Givens,

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the recommendation contained in the 2010/11 Grand Jury Final Report – Yuba County Jail. Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

RECOMMENDATIONS

R2. The Yuba County Grand Jury recommends the Yuba County Board of Supervisors commend the Sheriff and the Sheriff's office for their excellent work.

The Yuba County Board of Supervisors agrees with the recommendation and will consider the appropriate level of commendation for our Sheriff and members of the Sheriff's office for their dedication to public safety. Each member of the Board of Supervisors recognizes the tremendous effort put forward by members of the Sheriff's Office and as a result, the citizens of Yuba County have benefited greatly by making our communities a much safer place to live.

The Board of Supervisors thanks the 2010-2011 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

Roger Abe, Chairman
Yuba County Board of Supervisors

SUPERVISORS

Andy Vasquez – District 1 • John Nicoletti – District 2 • Mary Jane Griego – District 3 • Roger Abe – District 4 • Hal Stocker – District 5

The County of Yuba

HUMAN RESOURCES
and ORGANIZATIONAL SERVICES

MARTHA K. WILSON, DIRECTOR



915 8th Street, Suite 113
Marysville, CA 95901

(530) 749-7860
(530) 749-7864 - Fax

August 8, 2011

The Honorable Debra L. Givens
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: **Response to the 2010/2011 Grand Jury**

Dear Judge Givens,

Pursuant to Penal Code sections 933 *et seq.*, this response to the 2010-2011 Grand Jury Final Report – Findings and Recommendations is provided by the Director of the Yuba County Human Resources and Organizational Services Department.

FINDINGS

F10. *In all but one position with the office of the Auditor-Controller, some form of college education is required. But up until June 30, 2010, only the Auditor-Controller has such a college degree.*

The Director of Human Resources and Organizational Services disagrees with this finding.

The Auditor-Controller's office employs the following job classifications with the concomitant educational preferences:

Auditor-Controller: By statute (Elec. Code §13, 13.5; Gov. Code §24001, 26945-29946)

Assistant Auditor-Controller: Bachelor's Degree (prior to April 2010 this position allowed a substitution of experience for education no further than an Associate Degree)

Senior Accountant-Auditor (position is vacant): Bachelor's Degree

Accountant-Auditor I/II: Bachelor's Degree; experience may be substituted for education.

Senior Accounting Technician: Associate's Degree (prior to January 2008 this position required a High School Diploma)

Accounting Technician: Associate's Degree (prior to January 2008 this position required a High School Diploma)

Accounting Specialist: High School Diploma

Payroll Technician: Associate's Degree (this position was reclassified from Senior Accounting Technician which, prior to 2008, required a High School Diploma)

Educational requirements and preferences change over time. Incumbents in the Auditor-Controller's office satisfied the position requirements that were in place on their date of hire. Additionally, two employees have Associate's Degrees and two more have completed college coursework in the accounting/business field with units ranging from 19 semester units to 58 semester units completed. The remaining staff member had more than 18 years of bookkeeping experience at the time of hire. The previous Assistant Auditor-Controller had an Associate's Degree and a Graduate Certificate from Yale.

F12. *There is no policy & procedures manual detailing how the operations within the Auditor-Controller's office are to be conducted.*

The Director of Human Resources and Organizational Services agrees with this finding.

R10. *Hire only applicants whose qualifications meet the job descriptions for those positions within the Auditor-Controller's office.*

The recommendation has always been and continues to be implemented.

Incumbents satisfied the education and experience requirements that were in place on the date they were hired into the position. Public sector employment follows federal Office of Personnel Management guidelines to update position requirements over time. A current incumbent is considered to meet the education and experience requirements for the position held by nature of having successfully performed the duties of the position regardless of subsequent changes in requirements made to the position. Consequently, incumbents receive on-the-job training as positions evolve. Human Resources professionals review classifications on a regular basis and re-evaluate the appropriate required qualifications as necessary. However, a change in requirements of a position does not automatically require that incumbents must acquire additional education in order to retain their employment. Additionally, education is not always the sole factor in determining whether or not an applicant can meet the requirements of the job. Minimum requirements represent the typical way of achieving the knowledge, skills and abilities to satisfy the requirements of the position. If applicants can demonstrate through a combination of education and experience that they possess the sought after qualifications, and the nature of the profession allows the substitution, they will also be considered.

R13. *Prepare a Policy & Procedures Manual outlining how each operation within the office of the Auditor-Controller is to be conducted.*

The recommendation will not be implemented because it is not warranted or is not reasonable.

It is not within the scope of authority for the Human Resources Department to write Policy and Procedures Manuals for other county departments, including that of the Auditor-Controller. Human Resources professionals are not professional accountants or auditors.

The Auditor-Controller is an elected official. As the Department Head of the Auditor's office, it is the Auditor-Controller's responsibility to write his or her own department's policies and procedures for the various functions of that office.

Sincerely,



Martha K. Wilson
Director, Human Resources
and Organizational Services

The County of Yuba

OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER 915 8TH STREET, SUITE 115
MARYSVILLE, CALIFORNIA 95901-5273
(530) 749-7575 FAX (530) 749-7312



ROBERT BENDORF
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

August 12, 2011

The Honorable Debra L. Givens
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: **RESPONSE TO 2010/11 GRAND JURY**

Dear Judge Givens,

This letter, provided pursuant to Penal Code Section 933, is the County Administrator's response to the 2010-2011 Grand Jury Final Report – Findings and Recommendations concerning the investigation into the office of the Yuba County Auditor-Controller.

Thank you for the opportunity to respond to the following findings and recommendations.

FINDINGS

F17. A former Assistant Auditor had to provide financial information secretly to various County departments in order for those departments to prepare their financial analyses.

The County Administrator agrees with this finding. The previous Assistant Auditor-Controller provided financial information with the caveat that the Auditor-Controller was not aware he was doing so and asked administration staff not to share that the information was provided.

The County Administrator does disagree that a "code name" was used when information was shared with staff, as the name used by the Assistant Auditor-Controller was received as more of a light hearted nickname.

RECOMMENDATIONS

R11. Training and education in the accounting field be offered to the Auditor-Controller's staff, and the Auditor-Controller encourage the staff to take advantage of the tuition assistance, when available.

The recommendation requires further analyses.

It is incumbent for County leaders that are elected or appointed to Department Head positions to provide the appropriate level of ongoing professional training to their employees. The County, as an organization, has developed and implemented a strategic priority of organizational excellence, which is broadly defined to include a workforce that is competently trained and developed.

Over the last five years, after a complete workforce audit and evaluation was conducted, it became evident there was a need for additional training for Yuba County employees and the necessary documentation of such. Several years ago, at the direction of the County Administrator, Human Resources and Organizational Services hired an employee training and development analyst who can and does assist departments with mandatory training, provides notices of upcoming professional training, and coordinates and implements the nearly two year old Executive Leadership and Supervisory Development programs. This resource exists today and assistance can always be provided in the exploration of particular training classes or continuing education for those Department Heads or managers who seek it for themselves or their employees.

While skill set / professional training is, of course, invaluable and necessary, it is incumbent upon the Department Head / Manager to appropriately provide the opportunities for his or her employees. This begins with properly evaluating the need for periodic training (changes in procedures, statutory requirements, job description, etc.), budgeting expenses associated with the training, and continually monitoring employee development. Considering the severe economic downturn in the economy over the last several years, training budgets for Yuba County (and for most municipal governments) have, unfortunately, been trimmed to levels so as to at least maintain adequate service levels to the public.

Over the last several years the County Administrator is familiar with the Auditor-Controller sending his employees to training related to financing, CalPERS and the general audit function. In addition, an employee of the Auditor-Controller has taken advantage of the tuition assistance program to complete a college degree.

Assessing the need for professional training in the accounting field is the responsibility of the Auditor-Controller as a Department Head and subject matter expert. The County Administrator will certainly offer any assistance needed in fulfilling training obligations for employees.

I would like to thank the Grand Jury for their efforts and valuable time spent working to improve local government services and look forward to working with the 2011-2012 Grand Jury.

Sincerely,

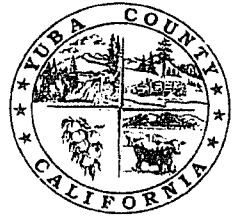
Robert Bendorf
County Administrator



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



July 18, 2011

The Honorable Debra L. Givens
Yuba County Superior Court
215 5th Street, Suite 200
Marysville, CA 95901

7-19-11
FILED
YUBA COUNTY SUPERIOR COURT
H. STEPHEN KONISHI
SUPERIOR COURT CLERK
BY [Signature]
Court Clerk

RE: Response to 2010/2011 Grand Jury Findings and Recommendations

Dear Judge Givens:

This letter, provided pursuant to California Penal Code Section 933, is the Yuba County Sheriff's Department's response to the 2010/2011 Grand Jury Final Report – Findings and Recommendations concerning the investigation into the Yuba County Jail and Yuba County Sheriff's Department's Animal Care Services.

We would like to express our thanks to the 2010/2011 Yuba County Grand Jury for their dedication and professional approach to their duties. It was a pleasure meeting with them and discussing our operations. We also want to applaud the fact that the panel made a point of highlighting exemplary work in their report as opposed to past Grand Juries that focused only on the negative.

Please accept the following response to the 2010/2011 Grand Jury Findings and Recommendations:

YUBA COUNTY JAIL

Recommendation 1: *The Yuba County Grand Jury recommends the Yuba County Sheriff commend the jail staff, personnel and volunteers for their dedication and hard work in making this community a safer place.*

Response to Recommendation 1: I welcome the opportunity to commend staff. We recognize the good work done by the Jail Division on a daily basis. Their job is often seen as routine and not particularly glamorous; however, the importance of the work done in the jail cannot be overstated. A well run jail rarely gets recognized but an in custody death or an escape can bring a wave of criticism.

The recommendation has been implemented. On July 7, 2011, I posted a commendation to staff, spoke about the report and praised staff at recent department meetings and intend to make a more formal presentation at an upcoming department recognition ceremony.

YCSO Grand Jury Response

Page 2

ANIMAL CARE SERVICES

***Finding 1:** ACS personnel have the best interest of the animal's health, welfare, and safety as a high priority.*

Response to Finding 1: Agree. The ACS staff members have found their calling in life and are dedicated to their work. I have personally witnessed their enthusiasm and am grateful that they have chosen to be a member of Yuba County Sheriff's Department Animal Care Services.

***Finding 2:** ACS personnel appear to be operating efficiently, including the use of volunteers and inmates from the Yuba County Jail. ACS also partners with several local businesses and organizations for animal food donations, supplies, blankets, and support in adoption services.*

Response to Finding 2: Agree. Although staffing levels are less than optimal, the ACS staff members are resourceful and find innovative ways to accomplish their objectives. The use of volunteers and inmate workers allow them to do more with less. Partnering with the community has allowed the stretching of limited budget dollars. The ACS staff does an excellent job.

***Recommendation 1:** The staff and volunteers of ACS should be commended for their efforts in maintaining a healthy and safe atmosphere for the animals they care for.*

Response to Recommendation 1: Again, I welcome the opportunity to praise staff and the ACS staff is certainly praiseworthy. This recommendation has been implemented. On July 7, 2011, I posted a commendation to staff, spoke about the report and praised staff at recent department meetings and intend to make a more formal presentation at an upcoming department recognition ceremony.

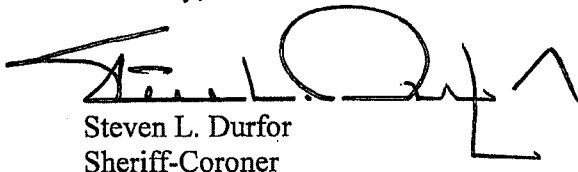
***Recommendation 2:** The staff and volunteers of ACS should be commended for their efforts in partnering with local businesses and organizations to receive donations and support in adoption services.*

Response to Recommendation 2: See response to Recommendation 1.

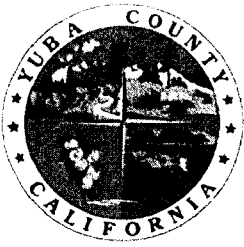
Conclusion

I would like to extend my thanks to the 2010/2011 Yuba County Grand Jury for their service and for the opportunity to respond to the findings and recommendations. I look forward to working with the 2011/2012 Grand Jury. If you have any questions, please feel free to contact me at 749-7779.

Sincerely,



Steven L. Durfor
Sheriff-Coroner



YUBA - SUTTER JUVENILE HALL
MAXINE SINGER YOUTH GUIDANCE CENTER



August 2, 2011

The Honorable Debra L. Givens
Yuba County Superior Court
215 5th Street, Suite 200
Marysville, CA 95901

RE: Response to 2010-2011 Grand Jury Findings and Recommendations

Dear Judge Givens:

This letter, provided pursuant to California Penal Code Section 933, is the Yuba County Probation Department's response to 2010/2011 Grand Jury Final Report – Findings and Recommendations concerning the annual investigation into the operation of the Bi-County Juvenile Hall and Camp Singer Youth Guidance Center.

Please accept the following response to the 2010/2011 Grand Jury Findings and Recommendations:

Finding 1

The Security Housing Unit, opened in 2001, is a modern, clean, self-contained single-story building with 15 single cells.

We agree with this finding.

Recommendation 1

Maximize the use of the Security Housing Unit by contracting with the California Division of Juvenile Justice and other counties to offset budget shortfalls.

We do not, at present, contract for bed space rental with the California Division of Juvenile Justice. Further analysis is required to ascertain the feasibility of securing an inmate housing contract with the CDJJ, as well as the resulting addition to personnel required in order to maintain mandated staffing levels associated with operation of the stand alone building. We do currently honor inmate housing contracts with several other counties which are generating revenue to offset budget shortfalls.

Finding 2

During the tour there were shoes and boots in the laundry area that are given to youths and appeared to be recycled from youth to youth.

We agree with this finding. Excess boots and tennis shoes are stored on the bottom shelves of two stainless steel tables in the laundry room. During the intake process, youths are issued footwear as a part of their uniform. The information is logged onto the youth's clothing inventory sheet where in the youth and the staff

member are responsible for checking the boots to make sure they are in acceptable condition. Those that are deemed damaged are logged as such and discarded.

Recommendation 2

Ensure that used footwear is properly cleaned and sanitized before being issued to each youth.

All footwear is sanitized with an anti bacterial aerosol spray before being stored and once again before being issued to a youth. The youths currently polish their boots with shoe polish in order to maintain a suitable exterior appearance.

Finding 3

The Juvenile Hall's surveillance system does not have recording capability. In addition, cameras are needed to provide observation in high security / high liability areas.

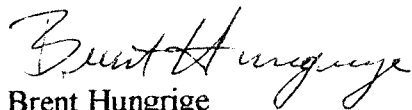
We agree with this finding.

Recommendation 3

Seek funding to upgrade and install video surveillance equipment that will cover all areas of the facility.

Funding sources for a project of this scope and magnitude have proven to be a challenge to locate during the current economic climate. We continue to research system requirements for this project, as a complete upgrade to the camera system would include the ability to record video and audio data as a means to maintain a digital record of activities within the facilities. The copious amount of resulting digital data would be subject to California Government Code 26202.6 which requires retention of video recordings for a period of one year. We remain committed to accomplishing the upgrade as funds become available.

Respectfully Submitted,



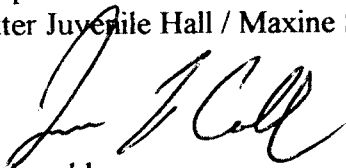
Brent Hungrige
Deputy Superintendent of Institutions
Yuba-Sutter Juvenile Hall



Mike Tablit
Deputy Superintendent of Institutions
Maxine Singer Youth Guidance Center



Glen E. Harris
Interim Superintendent of Institutions
Yuba-Sutter Juvenile Hall / Maxine Singer Youth Guidance Center



James L. Arnold
Yuba County Chief Probation Officer
Institutional Facilities Administrator

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901
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749 371-11 616

COUNTY CLERK
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

AUGUST 23, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: KEVIN MALLEN, CDSA DIRECTOR 
RYAN McNALLY, PARKS AND LANDSCAPE COORDINATOR

SUBJ: ADOPT RESOLUTION WAIVING PARK FEES AND GRANTING EXCLUSIVE USE FOR THE TSI-AKIM MAIDU TRIBE'S 12th ANNUAL INDIGENOUS PEOPLES DAYS AT SYCAMORE RANCH

RECOMMENDATION:

That the Board adopts the resolution to waive fees and allow the Tsi-Akim Maidu Tribe exclusive use of a portion of Sycamore Ranch for their 12th Annual Indigenous Peoples Days.

BACKGROUND:

On June 28th, 2011, the Tsi-Akim Maidu Tribe presented a request to the Board of Supervisors for the exclusive use of a portion of Sycamore Ranch, as well as a fee waiver for their Indigenous Peoples Days event on October 7th – 10th, 2011. The event was originally called the 13th Annual, however the Tribe has recalculated the numbering and is now calling the event the 12th Annual. In response, your Board showed support for the event and established an ad-hoc committee comprised of Supervisors Stocker and Nicoletti to explore the implications of such use and the terms of a fee waiver.

This event has become world renown, attracting participants from around the globe, and has outgrown its previous host location in Nevada County. Free to the public, the Indigenous Peoples Days will provide both educational and cultural enrichment opportunities to the citizens of Yuba County as well as surrounding areas, thus warranting the recommendation on behalf of the ad-hoc committee.

DISCUSSION:

The Indigenous Peoples Days event will be throughout much of Sycamore Ranch and will encompass exclusive use of the campgrounds and day use area as the festivities progress throughout the weekend. As an in lieu fee, the Tsi-Akim Maidu Tribe will provide Yuba County with a sampling of indigenous plants and/or crops which will remain onsite after the event to serve as an ongoing educational landscape display for the park.

Because this event has the likelihood of drawing a large crowd, the County will ensure that the Tsi-Akim Maidu Tribe complies with all regulations associated with an event of this magnitude including an approved traffic and parking plan. In addition, there is an assurance from the Tsi-Akim Maidu Tribe that all structures erected for the festival, including a bark house planned for display, will be removed from the site no later than October 15, 2011.

COMMITTEE ACTION:

This item was discussed by the ad-hoc committee and recommended to be discussed further by the full Board.

FISCAL IMPACT:

The exclusive use of the campgrounds by the Tsi-Akim Maidu Tribe will prevent the County from collecting camping revenue over the course of the event. Although October is generally not a busy month for camping, there will be lost revenue.

**BEFORE THE YUBA COUNTY
BOARD OF SUPERVISORS**

IN RE: A RESOLUTION AUTHORIZING AN)
 IN LIEU FEE TO THE COUNTY OF YUBA)
 FOR THE TSI-AKIM MAIDU TRIBE'S)
 EXCLUSIVE USE OF A PORTION OF)
 SYCAMORE RANCH PARK FOR THEIR)
 ANNUAL INDIGENOUS PEOPLES DAYS)
 AND FINDING THAT THE EVENT SHALL)
 SERVE A PUBLIC PURPOSE BY)
 PROVIDING EDUCATIONAL AND)
 CULTURAL ENRICHMENT TO THE)
 GENERAL PUBLIC THAT ATTEND)
THIS FREE EVENT)

RESOLUTION NO. _____

WHEREAS, the County of Yuba owns Sycamore Ranch Park; and

WHEREAS, the Tsi-Akim Maidu Tribe presented a request to the Board as an item of Public Interest at the June 28, 2011 Meeting of the Yuba County Board of Supervisors for the Tribe to have the exclusive use of a portion of Sycamore Ranch Park on October 7-10, 2011 for their 12th Annual Indigenous Peoples Days event and a park fee waiver; and

WHEREAS, the Yuba County Board of Supervisors indicated that they were in favor of such event and waiver and established an ad hoc committee of Board of Supervisors consisting of Supervisor Stocker and Nicoletti to come back with a recommendation to Board regarding the specific of such exclusive use, the terms and bases for a fee waiver and any associated conditions regarding same.

NOW, THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors after receiving and considering the recommendations of the ad hoc committee of the Board of Supervisors and after hearing and considering the comments of the public, finds

that the Annual Indigenous Peoples Days Event at Sycamore Ranch Park will serve a public purpose in that it will provide educational and cultural enrichment to and for general public of Yuba County free of charge.

BE IT FURTHER RESOLVED AND ORDERED, that the Yuba County Board of Supervisors hereby order and authorize the following:

1. The Tsi-Akim Maidu Tribe request for the exclusive use of a portion Sycamore Ranch Park on October 7- 10, 2011 for their ~~12~~¹³th Annual Indigenous Peoples Days approved.
2. The Tsi-Akim Maidu Tribe shall give to Yuba County as an in-lieu fee for the use of Sycamore Ranch a sampling of Indigenous/ plants/crops as which will serve as part of the landscaping for the ~~12~~¹³th Annual Indigenous and thereafter as an educational and cultural display of the park.
3. The Tsi-Akim Maidu Tribe is authorized to constructed a Bark House for the ~~12~~¹³th Annual Indigenous event at Sycamore Ranch which shall be dismantled and completely removed within five (5) following the end of the event (by October 15, 2011).
4. The Tsi-Akim Maidu Tribe shall in addition to the foregoing comply with all of the regular and traditional conditions and requirements as set by the Community Development and Services Agency for such park use and event.

///

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///

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

AYES:

NOES:

ABSENT:

Roger Abe, Chairman of Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: _____

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

By: _____



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The County of Yuba

Office of the County Administrator



To: Board of Supervisors

From: John Fleming, Economic Development Coordinator

Subject: Receive Presentation on Sacramento Regional Broadband Consortium and Authorize Chair to Execute Letter of Support

Date: August 23, 2011

Recommendation:

Staff asks the Board of Supervisors to receive a presentation from Valley Vision on joining a Sacramento regional broadband consortium, and consider executing a letter of support.

Background:

Valley Vision, an independent nonprofit who has coordinated regional collaborative efforts for the past 17 years, is preparing an application with intent of being selected to serve as the host agency for a Sacramento Regional Broadband Consortium. With funding now available through the California Advanced Services Fund (CASF) new Rural and Urban Regional Broadband Consortia Account, we believe that we can propel the collaborative work conducted thus far and greatly assist with efforts already underway to bridge the "Digital Divide" in the Capital Area.

As Valley Vision takes steps to prepare an application for funding through SB 1040, we ask for your support in two key areas:

- Become a member of the Sacramento Broadband Consortium
- Provide a written statement of endorsement for Valley Vision being named the regional host organization

Broadband, high-speed Internet access, is considered an essential 21st century infrastructure for economic competitiveness and high quality of life. Yet, despite California's leadership in the creation and adoption of communications and information technologies, many gaps exist in both infrastructure and access to the uses of these important technologies, resulting in a persistent "Digital Divide." Through Senate Bill 1040, funding will be available to support one Rural and Urban Regional Broadband Consortia per geographic region to promote and support regionally appropriate and cost-effective broadband deployment, access and adoption activities within a region.

Discussion:

On behalf of the Sacramento Region, a Consortium membership roster is required as part of the application, and should reflect broad and diverse regional and industry representation. Membership is free, and the requested information is required for our grant application. The Sacramento Region's Broadband Consortium will serve Sacramento, Sutter, Yolo and Yuba counties and will closely partner with the Gold Country Connect Consortium serving El Dorado and Placer counties.

A fact sheet from Valley Vision on the Connected Capital Area Broadband Consortium, and a draft letter of support has been attached for your review.

Committee Recommendation

Finance and Administration Committee received a report July 12 and is forwarding the item to the full board with no recommendation.

Fiscal Impact

There is no General Fund impact in becoming a member of the Sacramento regional broadband consortium or signing a letter of support.

Date

CPUC Communications Division
Attn: CASF Consortia Grant Account
505 Van Ness Ave., Third Floor
San Francisco, CA 94102

Re: Endorsement of a Regional Broadband Consortium in the Sacramento Region

To Whom It May Concern:

As business, government and nonprofit leaders of the greater Sacramento region we submit this joint letter to express our support of Valley Vision to serve as the host agency coordinating a Regional Broadband Consortium for the four-county Sacramento Region (Sacramento, Sutter, Yolo and Yuba Counties) to close gaps and leverage opportunities aimed at increasing broadband deployment, access and adoption.

Broadband – high-speed internet access - is considered an essential 21st Century infrastructure for economic competitiveness and high quality of life. Yet, despite California's leadership in the creation and adoption of communications and information technologies, many gaps exist in both infrastructure and access to the uses of these important technologies, resulting in a persistent "Digital Divide" well evident in our region. While these infrastructure gaps are present in all regions of California, within the four-counties of the Sacramento region there exists sizeable pockets of rural or less urbanized areas, and access and adoption gaps are present in these communities, especially related to socio-economic, age and cultural factors. Closing these gaps requires a systematic and strategic approach to broadband access and investment that a multi-party collaborative, regional-scale approach can provide.

Valley Vision has managed on average 10-12 regional-scale collaborative projects annually since founded in 1994. Over the last five years, Valley Vision has successfully drawn on extensive first-hand experience from creating and managing more than 60 major community-change projects that have had a positive impact upon the business climate, environmental sustainability, and bettering the lives of the 2.1 million people who live in the Sacramento Region.

In fact, Valley Vision along with multiple stakeholders interested in developing a broadband regional consortium have already laid a foundation and applied much work in this area. A Sacramento Regional Broadband Consortium was formed in 2009 which released a "Business Plan" in October 2010 outlining an initial proposal of objectives and function. Over 100 people have participated in activities hosted by Valley Vision, representing 70 organizations.

The mission of the Sacramento Regional Broadband Consortium is "to identify and coordinate strategic broadband investments in the Sacramento Region aimed at improving broadband infrastructure, access and adoption."

With the degree of work and accomplishment already achieved thus far, a committed Consortium comprised of public and private stakeholders, a community already focused and energized and Valley Vision's distinguished expertise and reputable leadership, we the undersigned fully endorse the selection of Valley Vision to serve as the host agency coordinating a Regional Broadband Consortium.

Thank you for your consideration.

Sincerely,

Name
Title
Org

Name
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Name
Title
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Connected Capital Area Broadband Consortium

a regional broadband strategy for California's Capital area

FACT SHEET

Background

- Despite California's leadership in the creation and adoption of communications and information technologies, many gaps exist in both infrastructure and access to the uses of these important technologies, resulting in a persistent "Digital Divide."
- These infrastructure gaps are present in all regions of California, especially in rural or less urbanized areas, and access and adoption gaps are present in communities throughout the State, especially related to socio-economic, age and cultural factors.
- Closing these gaps requires a systematic and strategic approach to broadband access and investment that a multi-party collaborative, regional-scale approach can provide.

About SB 1040:

- Senate Bill 1040 was signed into law on Sep 25, 2010 and went into effect immediately.
- SB 1040 expands the California Advanced Services Fund (CASF) administered by the California Public Utilities Commission (CPUC) by \$125 million to create two new programs: a revolving loan fund for capital infrastructure, and the **Rural and Urban Regional Broadband Consortia Account**, which provides grant funds to eligible consortia to cover the cost of deployment activities other than the capital costs of facilities.
- It authorizes an additional \$125 million to be collected as a surcharge over five years and to be awarded for broadband projects and ensures that the CASF can fund applications for ARRA matching grants and other projects to bring broadband to all corners of the state.
- Through Senate Bill 1040, funding will be available to support one Rural and Urban Regional Broadband Consortia per geographic region to promote and support regionally appropriate and cost-effective broadband deployment, access and adoption activities within a region.

Why Broadband Access Throughout California is Important:

- Broadband is a necessity for California's future global competitiveness—it is considered an essential 21st Century infrastructure for economic competitiveness and high quality of life.
- Most Americans consider access to the internet as a public utility, not a luxury.*
- A large majority of Californians say people without broadband connections are at a major (62%) or minor (20%) disadvantage when it comes to finding information about job opportunities, health resources or gaining new career skills.*
- Currently, 16 percent of Californians do not use the Internet, down from 24 percent in 2009.* Those without access, mostly in rural or certain ethnic groups, are unable to utilize online sources to pay bills, apply for school, sign up for news, resources or emergency response notifications, or conduct research on health issues or employment opportunities.
- Broadband saves consumers time and money, increases productivity in the economy, and reduces impacts on the environment.

Why support the "Connected Capital Area" Broadband Consortium?

- With staff support from Valley Vision, the stakeholders interested in a broadband regional consortium released a "Business Plan" in October 2010 outlining an initial proposal of how the consortium will function. Over 100 people have already participated in activities hosted by Valley Vision, representing 70 organizations.
- With this strong foundation in place, Valley Vision is well-positioned to coordinate strategic efforts to improve broadband infrastructure, access and adoption in the four-county Sacramento Region, but needs business and political support to maximize chances of being awarded SB 1040 funding.
- As the California Public Utilities Commission reviews applications for funding from regions around the state, our region will benefit from the work already conducted, as well as from many existing assets, including a strong telehealth network, smart grid infrastructure, a reputable university system and an existing rural-urban connection strategy.
- Should Valley Vision be selected to serve as the host agency for a Sacramento Regional Broadband Consortium and recipient of SB 1040 funding, our region can leverage that investment and will be better situated for a future funding phases, specifically new investment opportunities from the CUPC's revolving loan fund for capital infrastructure.

Requested Actions:

Valley Vision is currently preparing an application with intent of being selected to serve as the host agency for a Sacramento Regional Broadband Consortium and recipient of SB 1040 funding.

The CPUC grant application requires evidence of broad and diverse public-private support through consortium membership and letters of endorsement. To help increase the likelihood of selection, support is sought in these ways:

1. **Become a member of the Consortium** - a broad and diverse representation of stakeholders is sought to enhance the quality of our work.
2. **Endorsement of Valley Vision** to serve as the host agency coordinating a public-private partnership (a.k.a. regional consortium) aimed at identifying and aligning strategic broadband investments in the four-county Sacramento Region (Sacramento, Sutter, Yolo and Yuba Counties) aimed at improving broadband infrastructure, access and adoption.

What will be expected of the Broadband Regional Consortium members?

Members will be expected to support the mission “to identify and coordinate strategic broadband investments in the four-county Sacramento region aimed at improving broadband infrastructure, access and adoption.” Membership secures a voice and representation in the process of developing a regional broadband strategy.

Membership is free and provides the opportunity to engage in one or more of the following activities:

- Participate in regional coalition-building meetings and efforts;
- Engage with resource planning – such as participating on the Infrastructure Deployment Team by analyzing gaps in broadband coverage and adoption, evaluating potential solutions, and developing and maintaining a prioritized list of projects to close the “digital divide” in the Sacramento Region;
- Support advocacy and systems change efforts by co-developing policy positions and advocating at the federal, state, regional and local levels on behalf of the Regional Consortium;
- Participate on the Adoption and Digital Literacy Team to support development and implementation of education and outreach efforts to communicate the multiple benefits of broadband and overcome barriers; and/or
- Provide a point of contact for your organization to inform project work, offer advice and disseminate information to constituents and clients.



About Valley Vision:

- Neutral, non-partisan nonprofit that creates a platform for conversations and solutions for projects which improve the Sacramento Region.
- Valley Vision provides analysis and action to improve the Capital Region's economic prosperity, social equity, and environmental sustainability.
- Our project portfolio supports activities for over a dozen regional-scale coalitions and joint ventures for business, government, community and foundation partners in the areas of green business development (Green Capital Alliance and GreenWise Sacramento), environmental sustainability, air quality, climate change, health care improvement for underserved populations, food access in urban areas, ag sustainability, broadband access and usage, and more.

For questions or more information, please contact Tara Thronson at tara.thronson@valleyvision.org or at 916-325-1630.

The County of Yuba

Office of the County Administrator



Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
RE: Transfer of Capital Project Improvement Funds
DATE: August 23, 2011

Recommendation

It is recommended that the Board of Supervisors approve the transfer of capital improvement funds from impact fee accounts and general fund capital accounts in anticipation of construction of the new Sheriff's Facility:

1. Transfer \$2,090,923 from fund 200 (Public Facility Capital Outlay) to funds 183 and 186, with \$1,800,000 transferred to fund 183 (Criminal Justice Impact Fees) and \$ 290,923 transferred to fund 186 (Law Enforcement Impact Fees).
2. Transfer \$ 2,245,753 from fund 182 (General Government Impact Fees) to fund 200, (Public Facility Capital Outlay).
3. Transfer \$ 127,188 from fund 182 (General Government Impact Fees) to fund 186 (Law Enforcement Impact Fees) for restoration of interest earnings.
4. Transfer \$ 327,057 from fund 182 (General Government Impact Fees) to fund 183 (Criminal Justice Impact Fees) for restoration of interest earnings.
5. Receive the Impact Fee report from Economic & Planning Systems, (EPS)

Background

AB1600 allows for the collection of impact fees from new development for construction of public facilities. Yuba County has collected these impact fees for public facilities and road projects since the early 1990's.

Approximately six years ago, funds were transferred from Funds 183 and 186 to Fund 101-1200-418-61-38 in anticipation of a remodel / expansion of the Sheriff's Department. That project did not move forward, as it was recommended to wait until adequate funds could address the appropriate expansion of the Sheriff's Facility.

In March of 2010, funds from the above mentioned 101 account were transferred out of

the General Fund to a specific capital project fund (Fund 200). The capital funds have remained in that account with minimal expenses accrued for the related purchase of the Yuba Street property.

In addition, impact fee funds have accumulated for general government facilities such as the animal control facility and government center. These funds have accumulated in fund 182.

Discussion

Upon analysis by administrative staff, when the animal control facility and government center were completed, a one-time transfer of approximately \$300,000 of General Government impact fees was used for capital costs. No other transfers occurred from the general government impact fee account.

Staff conducted a thorough review of public facility impact fee accounts for the last several years and accounts for general government capital projects. EPS subsequently conducted a complete analysis of the funds and completed the attached report.

In summary, a portion of general government impact fees can reimburse the general fund for capital project expenditures related to the animal control facility, government center and jail expansion. Through capital project expenditures some of these funds have been utilized however the reimbursable capital project amount, as stated in the report, is \$5.78 million.

The current balance for fund 182 is approximately \$3.2 million (less approximately \$400,000 to balance the structural deficit for the current fiscal year) and obviously has not yet achieved the entire reimbursable amount. Moving forward concerning the impact fee accounts, staff will make the appropriate reimbursement(s) annually as reimbursable funds materialize in fund 182. In summary, the remaining balance in fund 182 is recommended to be transferred to the Capital Outlay Fund (200) in the general fund.

This item is being recommended to

- Appropriately account for project expenses incurred with anticipated planning / construction of the Sheriff's Operations facility on Yuba Street.
- Appropriately align and account for the facility revenues from which they were originated.
- Appropriately account for discounted impact fees per policy.
- Transfer reimbursable / eligible costs for capital projects to the General Fund Capital Outlay account.
- Account and reimburse the appropriate funds (183 & 186) for interest earnings accrued since 2005.

It should be noted that project budgets have been established by Administrative

Services staff for proper accounting moving forward. Future transfers to project accounts for specific capital projects once the Board of Supervisors has considered and approved selections of project vendors as well as ongoing management costs associated with the project will be completed.

EPS prepared the necessary study update at the request of administration and concluded it is appropriate for the transfer of these collected impact fees due to previous general fund expenditures for capital projects. EPS will also be completing a required five year fee update and that report should be forthcoming in the upcoming few months.

Per statutory requirements, staff will present a report of expenditures through the impact fee program within 120 days of the close of the fiscal year.

Fiscal Impact

As stated in staff's recommendation.

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

AUDITOR - CONTROLLER TRANSFER NO. _____

D. Sellers

COUNTY OF YUBA

DATE: 8/23 2011

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

DEPARTMENT County Administrator

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 2012

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☐ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT

ACCOUNT NO.	NAME	AMOUNT

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
<u>See Attached</u>	<u>\$4,790,921</u>

FUNDS TO BE INCREASED:

FUND	AMOUNT
<u>See Attached</u>	<u>\$4,790,921</u>

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

Refer to BOS memo attached dated 8/23/11.

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR:

Signature

Date

COUNTY ADMINISTRATOR
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

Budget Transfer Detail

8/23/2011

Funds to Be Reduced:		
Fund	Fund Name	Amount
200	Co Capital Improvement Trust	\$2,090,923
182	Gen Government Impact Fee	\$2,699,998
Total		\$4,790,921

Funds to Be Increased:		
Fund	Fund Name	Amount
183	Criminal Justice Impact Fee	\$2,127,057
186	Law Enforcement Impact Fee	\$418,111
200	Co Capital Improvement Trust	\$2,245,753
Total		\$4,790,921

FINAL MEMORANDUM

To: Robert Bendorf, Yuba County Administrator
From: Jamie Gomes and Tim Youmans
Subject: Yuba County Countywide Impact Fee Reconciliation and Report; EPS #21405
Date: August 2, 2011

The Economics of Land Use



This memorandum summarizes the findings from a review of Yuba County (County)'s countywide development impact fee program. Economic & Planning Systems, Inc. (EPS) was retained by the County to determine whether the County general fund should be reimbursed from development impact fees for general fund expenditures used to help fund fee program-eligible County capital facilities.

Summary

In completing new County capital facilities, the County expended general fund monies for portions of the capital facility costs that could have been funded via the County's countywide development impact fees. This memorandum examines how much of those general fund expenditures could be reimbursed by revenues collected through the countywide impact fee program.

Specifically, the County has expended general fund dollars in completion of the following capital facilities:

- General Government Center.
- Animal Control Facility.
- County Jail Facility.

The steps used to determine how much the County's general fund may be reimbursed included these:

1. Document eligible capital facility costs.
2. Adjust eligible facility costs to account for uncollected countywide capital facility fees—during period of phased fee implementation.

*Economic & Planning Systems, Inc.
2295 Gateway Oaks Drive, Suite 250
Sacramento, CA 95833-4210
916 649 8010 tel
916 649 2070 fax*

*Berkeley
Sacramento
Denver*

www.epsys.com

3. Determine development impact fee revenue available to provide reimbursement.
4. Compare revenues identified in Step 3 with eligible costs identified in Step 1 and adjusted by Step 2.

Table 1 summarizes the results of these steps for each of the three County capital facilities identified. The results of **Table 1** are separated by facility category in the countywide development impact fee program. **Figure 1** shows the total general government facility costs eligible for reimbursement to the general fund.

Separation of facilities by category is important because it ultimately relates to the amount of fee program revenues that may be available to reimburse eligible costs. For example, overall fee revenues for general government facilities are recommended to be separated between facilities that serve countywide functions, such as general government, and those functions solely provided to unincorporated County residents, such as public works.

For purposes of immediate County policy direction, the totals are most pertinent. Presently, there is approximately \$3.2 million in available development impact fee revenue that could be reimbursed to the County general fund. Based on the findings in this memorandum, the County may elect to use all or a portion of the accumulated funds in the general government fee account to reimburse the general fund.

Future reimbursements could be paid with development impact fees from future development. Future development's fee payments would be reimbursing the general fund for the additional capacity created when the new general government center and animal control facilities were completed with excess capacity to serve future development.

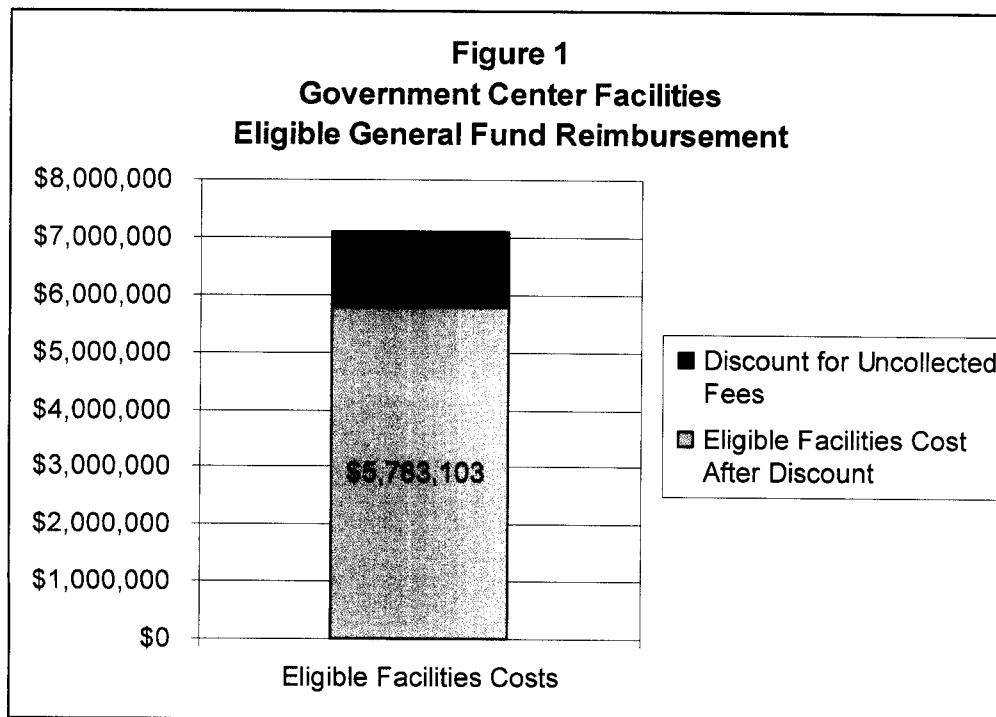


Table 1
Yuba County - Countywide Capital Facilities Fee
Summary of Eligible General Fund Reimbursements (2011\$)

Item	Government Center Facilities					Total	Criminal Justice Facilities	Total
	Countywide	Unincorporated			Total Government Center			
		Government Center	Animal Control	Subtotal				
	[1] [2]	[1] [2]	[2] [3]					
Eligible Facilities Costs	\$5,204,533	\$1,089,279	\$808,935	\$1,898,214	\$7,102,747	\$916,718	\$8,019,465	
Less Discount for Uncollected Fees [4]	(\$1,011,443)	(\$176,859)	(\$131,342)	(\$308,201)	(\$1,319,644)	(\$916,718)	(\$2,236,362)	
Facilities Costs After Discount	\$4,193,090	\$912,420	\$677,594	\$1,590,013	\$5,783,103	n/a	\$5,783,103	

"sum"

[1] Based on Method 1 - Actual Cost Method.

[2] See Table 2.

[3] Based on Method 2 - Nexus Study Cost Method.

[4] See Table 8.

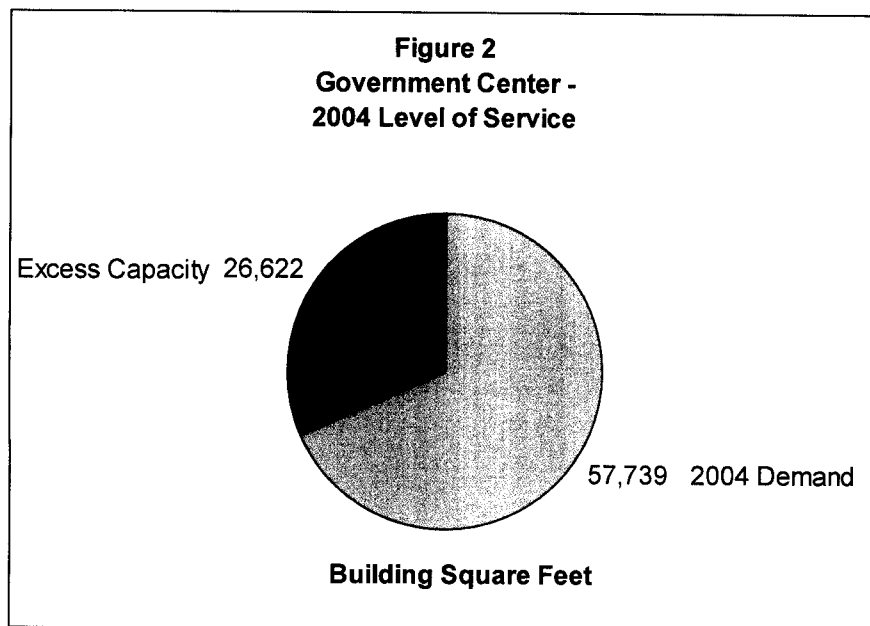
Eligible Facility Costs

Information regarding capital facilities and eligible facility costs were derived from the following sources:

1. The County's 2004 Impact Fee Update Report, dated February 16, 2004. Data from the nexus study used in this analysis includes building square footage, building valuation, persons served, and other assumptions used to prepare the 2004 impact fee update.
2. County records on actual costs for the new government center and animal control facility. EPS relied on the County's detailed records documenting the total cost and building square footage for the new general government facilities completed by the County. While the County had supplied a few alternatives, EPS used the most simple of the County methods.
3. County development impact fee and other accounting records. EPS also relied on County accounting and tracking of the amount of development impact fees collected and expended between 2004 and June 30, 2011. These data were used to determine how much impact fee revenue would be available to make general fund reimbursements if so desired.

Government Center and Animal Control Facility

For both the government center and the animal control facility, the County developed the new facilities to greater capacities than were needed to serve the population at the time the facilities were completed. **Table A-1** illustrates this point with an example for the government center facility. In 2004, the County had approximately 57,000 square feet of existing government space that served a service population of approximately 85,000 persons. This equated to approximately 0.68 square feet of space per person served. When completed, the new government center of approximately 85,000 square feet exceeded the County's existing level of service demand by approximately 26,600 square feet. **Figure 2** shows the 2004 level of service demand and excess capacity created in the new government center.



Using the 2004 level of service standard, one can see, in 2010, the County would have needed approximately 63,700 building square feet to serve its existing service population. This amount is still approximately 20,600 building square feet below the County's total existing space at the new government center. *This example highlights the findings of this memorandum that not only current but future development impact fee revenues could be used to reimburse the County's general fund for expenditures made to the new government center.*

Cost Determination Methods

Based on County and other information available, EPS used the following two methods to examine the general fund reimbursement question:

- **Method 1—Actual Cost Method.**
- **Method 2—Nexus Study Cost Method.**

These two methods were used to ensure the costs determined to be eligible for development impact fee funding were consistent with the County's development impact fee nexus study. The most defensible position is for the County to use the lesser of actual or nexus study costs in determining reimbursement-eligible costs. The following sections describe the detailed calculations contained in **Tables 2** through **6**. **Appendix A** also contains several assumptions tables with calculations used in this analysis.

Method 1—Actual Cost Method

Tables 2 through **6** show the calculations used to determine the County's actual cost of facilities related to expansion of the new government center and animal control facilities. The difference between the total cost and the cost of replacing existing facilities equals the costs attributable to the expansions. The net new space for expansions is shown at the bottom of **Table 2**.

The expansion portion of new government center costs equals approximately \$6.3 million based on actual costs. The expansion portion of new animal control facility costs equals approximately \$1.9 million based on actual costs.

Method 2—Nexus Study Cost Method

Tables 2 through **6** show the calculations using the nexus study cost method. Rather than using actual costs, Method 2 calculates eligible development impact fee costs using the total values and values per building square foot from the 2004 development impact fee update document and updated to 2011 dollars using the annual fee adjustment factor (to account for cost inflation).

In the case of the government center, the nexus study allows for more costs to be funded by the development impact fee program as compared to Method 1. In the case of the animal control facility, the nexus study cost is considerably less than that derived using Method 1.

Conclusion—Eligible Facility Costs

For the general government center, the Method 1—Actual Cost Method results in the lowest eligible cost of approximately \$6.3 million. For the animal control facility, the County expended more in costs than was planned for in the County's development impact fee nexus study. Eligible animal control facility costs should be capped at \$0.7 million using the Method 2—Nexus Study Cost Method.

Table 2
Yuba County - Countywide Capital Facilities Fee
Nexus Study Calculations - Eligible Facility Costs

Item	Assumption	Expansion Sq. Ft. [2]	2004 Amount	2011 Amount
Inflation [2]	[1]			22.9%
<u>Government Center</u>				
Method 1 - Based on Facility Cost				
Countywide	\$192.34	22,014	\$4,234,177	\$5,204,533
Unincorporated	\$192.34	4,608	\$886,189	\$1,089,279
Total Method 1			\$5,120,366	\$6,293,812
Method 2 - Based on Nexus Study Value [3]				
Countywide	\$202.76	22,014	\$4,463,610	\$5,486,545
Unincorporated [4]	\$216.19	4,608	\$996,097	\$1,224,375
Total Method 2			\$5,459,707	\$6,710,919
<u>Animal Control</u>				
Method 1 - Based on Facility Cost	\$286.55	5,598	\$1,604,112	\$1,604,112
Method 2 - Based on Nexus Study Value [3]	\$117.56	5,598	\$658,114	\$808,935

"gvt_ctr"

Source: County of Yuba Impact Fee Update Report February 16, 2004, and EPS.

[1] See Table 4.

[2] The expansion sq. ft. is calculated below:

Government Center Facilities

Original Sq. Ft.	57,739
New Sq. Ft.	84,361
Expansion Sq. Ft.	26,622

Animal Control Facility

Original Sq. Ft.	1,652
New Sq. Ft.	7,250
Expansion Sq. Ft.	5,598

[3] Based upon 2004 nexus study determination of existing facility valuation.

[4] Includes community development and public works.

Table 3
Yuba County - Countywide Capital Facilities Fee
General Assumptions

Item	Amount
Inflation [1]	
May 2004	
CCI - 20 City Average	7,064
CCI - San Francisco	8,107
Average	7,585
May 2010	
CCI - 20 City Average	8,761
CCI - San Francisco	9,886
Average	9,324
Inflation (2004-2010)	22.92%

"assump"

[1] Engineering News Record Construction Cost Index.

Table 4
Yuba County - Countywide Capital Facilities Fee
County Facility Cost per Sq. Ft. - Method 1

Item	Government Center	Animal Control
Total Facility Cost [1]	\$16,225,649	\$2,077,494
Total Facility Sq. Ft. [2]	84,361	7,250
Cost/Sq. Ft.	\$192.34	\$286.55

"exp"

[1] Includes 5% soft cost for county staff time on projects.

[2] See Table 2.

Table 5
Yuba County - Countywide Capital Facilities Fee
2004 Nexus Study Government Facilities Valuation

Item	Amount	Value per Person Served
Persons Served		84,625
Countywide		
Land/Building/FF&E	\$11,707,031	\$138.34
Vehicles/Major Equipment	\$451,000	\$5.33
Subtotal Countywide	\$12,158,031	\$143.67
Unincorporated		
Land/Building/FF&E [1]	\$3,567,293	\$42.15
Vehicles/Major Equipment	\$1,939,733	\$22.92
Subtotal Unincorporated	\$5,507,026	\$65.08
Total	\$17,665,057	\$208.75

"value"

Source: County of Yuba Impact Fee Update Report February 16, 2004 and EPS.

[1] Animal control is 5.4% of the land/building and FF&E cost.

Table 6
Yuba County - Countywide Capital Facilities Fee
2004 Nexus Study Government Facility Valuation per Sq. Ft.

Item	General Government Facilities		
	Countywide	Unincorporated	Animal Control
2004 Value of Facilities	\$11,707,031	\$2,005,811	\$194,213
2004 Building Sq. Ft. [1]	57,739	9,278	1,652
2004 Value per Square Foot	\$202.76	\$216.19	\$117.56

Source: County of Yuba Impact Fee Update Report February 16, 2004. "nex_value"

[1] See Table A-2.

County Jail Facility

The County funded its jail expansion through the use of Certificates of Participation (COPs) issued in the early 1990s. After the 2004 update to the countywide impact fee program, County Counsel determined that the portion of the debt service on the Jail COPs funded by the general fund could be funded or reimbursed from the criminal justice portion of the countywide development impact fee.

Table 7 shows the revenue sources used to fund COP debt service and the cumulative total general fund contribution after the 2004 impact fee update, which equals approximately \$0.9 million.

Adjustments to Eligible Facility Costs

When the County updated its countywide development impact fees in 2004, the maximum justifiable fee was not imposed immediately. Rather, the County elected to implement the fees with a phased increase over time with different phase-in rates for residential and nonresidential development. As a result of fees being collected at less than maximum levels, the County collected approximately \$11.8 million less than otherwise would have been collected (**Table 8**).

The total \$11.8 million amount includes all fee categories in the countywide capital facilities fee program. **Table 8** also determines the amount of discounted fees that were applicable to the general government and criminal justice components of the fees, based on the percentages these components represented as compared to the total maximum fee. As shown, the County under-collected approximately \$1.5 million towards general government facilities and approximately \$2.9 million for criminal justice facilities.

Because no other funding sources are available to "backfill" fees not collected, the general fund becomes the default funding mechanism. Consequently, the discount for uncollected fees is applied as a downward adjustment to the eligible facility costs described in the previous section. **Table 1** shows this adjustment calculation as a reduction in general fund reimbursement for eligible costs. In this manner, by being reimbursed less than the total amount due, the general fund is "paying" for the uncollected impact fees that would have paid for the general government and animal control facilities.

General Government Facilities

For general government facilities, approximately \$1.3 million of the \$1.5 million in uncollected fees is applicable to facilities. This amount is divided between the countywide and unincorporated facilities based on each component's percentage of the total fee amount. After subtracting for uncollected fees, the County's general fund could be reimbursed approximately \$5.8 million for general government facilities.

Criminal Justice Facilities

For criminal justice facilities, the amount of the discount exceeds the amount of eligible facility costs documented. Consequently, there is not a general fund reimbursement required for criminal justice facilities.

Table 7
Yuba County - Countywide Capital Facilities Fee
Sources and Uses - Jail

Fiscal Year	Total Expenditures	Revenue Sources			Total
		Impact Fee Payments	Received From Courts	General Fund	
1990/91	\$0	\$0	\$0	\$0	\$0
1991/92	\$0	\$0	\$175,000	(\$175,000)	\$0
1992/93	\$203,437	\$0	\$0	\$203,437	\$203,437
1993/94	\$308,945	\$0	\$777,779	(\$468,834)	\$308,945
1994/95	\$314,691	\$0	\$110,000	\$204,691	\$314,691
1995/96	\$255,218	\$0	\$112,468	\$142,750	\$255,218
1996/97	\$285,143	\$0	\$95,548	\$189,595	\$285,143
1997/98	\$308,358	\$0	\$0	\$308,358	\$308,358
1998/99	\$307,434	\$0	\$190,812	\$116,622	\$307,434
1999/00	\$287,531	\$0	\$107,821	\$179,710	\$287,531
2000/01	\$294,890	\$0	\$95,000	\$199,890	\$294,890
2001/02	\$296,090	\$0	\$95,000	\$201,090	\$296,090
2002/03	\$244,856	\$0	\$95,000	\$149,856	\$244,856
2003/04	\$345,884	\$0	\$95,000	\$250,884	\$345,884
2004/05	\$289,440	\$0	\$95,000	\$194,440	\$289,440
2005/06	\$295,568	\$0	\$95,000	\$200,568	\$295,568
2006/07	\$295,191	\$0	\$95,000	\$200,191	\$295,191
2007/08	\$294,033	\$0	\$95,000	\$199,033	\$294,033
2008/09	\$292,833	\$277,834	\$95,000	(\$80,001)	\$292,833
2009/10	\$297,487	\$0	\$95,000	\$202,487	\$297,487
2010/11	\$0	\$0	\$0	\$0	\$0
Total	\$5,217,029	\$277,834	\$2,519,428	\$2,419,767	\$5,217,029
Total 2004/05 - 2010/11				\$916,718	

"su_jail"

[1] Budgeted amount.

Table 8
Yuba County - Countywide Capital Facilities Fee
Summary of Discounted Countywide Impact Fees

Item	Assumption	Amount Discounted		
		Residential	Non-Residential	Total
Fiscal Year				
2003/04		\$1,966,861	-	\$1,966,861
2004/05		\$2,867,588	-	\$2,867,588
2005/06		\$2,079,670	-	\$2,079,670
2006/07		\$1,697,712	\$595,054	\$2,292,766
2007/08		\$624,780	\$1,116,310	\$1,741,090
2008/09		\$104,712	\$467,245	\$571,957
2009/10		\$27,029	\$185,777	\$212,806
2010/11		\$5,329	\$38,458	\$43,787
Total		\$9,373,681	\$2,402,844	\$11,776,525
General Government Portion	12%	\$1,406,052	\$120,142	\$1,526,194
Criminal Justice Portion	28%	\$2,624,631	\$336,398	\$2,961,029
Total General Government Discounted		\$1,406,052	\$120,142	\$1,526,194
Countywide				
Facilities	66.27%	\$931,822	\$79,621	\$1,011,443
Vehicles/Equipment	2.55%	\$35,897	\$3,067	\$38,965
Total		\$967,720	\$82,688	\$1,050,408
Unincorporated				
Facilities	20.19%	\$283,939	\$24,262	\$308,201
Vehicles/Equipment	10.98%	\$154,393	\$13,192	\$167,586
Total		\$438,332	\$37,454	\$475,786

"discount"

Source: Yuba County.

Available Development Impact Fee Revenue

Based on County records, the County has approximately \$3.2 million in funding in the general government account for the countywide capital facilities fee. **Table 9** shows the breakdown of this amount based on the suggested apportionment guidelines identified in the 2004 fee nexus study. Of the total, approximately \$2.8 million is for general government facilities and \$0.4 million is available for vehicles/equipment. Again, this separation of funds in the account is based on nexus study guidelines about the proportional expenditure of general government fee revenue.

It is important to note the proportionality of spending between facilities and vehicles/equipment is a long-term guideline for the fee program. During intervening years, the County has flexibility to expend more or less on one category or another as long as the overall balance is achieved in the longer term. Consequently, at the County's discretion, all accumulated funds in the general government account could be used at this time to provide general fund reimbursement for general government facilities.

Finally, it was not necessary to calculate the amount of available criminal justice funding because this analysis determined that no general fund reimbursement was necessary.

General Fund Reimbursement

Based on the findings in this memorandum, the County may elect to use all or a portion of the accumulated funds in the general government fee account to reimburse the general fund. The County should track such general fund reimbursements and reduce the remaining available general fund reimbursements for future fiscal years.

Future reimbursements could be paid with development impact fees from future development. Future development's fee payments would be reimbursing the general fund for the additional capacity created when the new general government center and animal control facilities were completed with excess capacity to serve future development.

Table 9
Yuba County - Countywide Capital Facilities Fee
Summary of Impact Fee Revenue Availability (2011\$)

Item	Percentage	Total	Funding Available by Category	
			Facilities	Vehicles/ Equipment
		[1]	[2]	
Countywide Facilities				
Facilities	66.3%	\$2,147,918	\$2,147,918	\$0
Vehicles/Equipment	2.6%	\$84,232	\$0	\$84,232
Subtotal	68.9%	\$2,232,151	\$2,147,918	\$84,232
Unincorporated Area				
Facilities	20.1%	\$651,179	\$651,179	\$0
Vehicles/Equipment	11.0%	\$356,367	\$0	\$356,367
Subtotal	31.1%	\$1,007,545	\$651,179	\$356,367
Total	100.0%	\$3,239,696	\$2,799,097	\$440,599

"rev"

Source: County of Yuba Impact Fee Update Report dated February 16, 2004.

[1] Impact fee fund balance as of March 31, 2011.

[2] Amount that may be applied to Government Center and Animal Control project for countywide and unincorporated county facilities.

APPENDIX A:

General Assumptions



Table A-1	Government Center—Level of Service Comparison	A-1
Table A-2	Summary of Existing Facilities	A-2
Table A-3	Summary of New Government Center Building Square Footage	A-3
Table A-4	Sources and Uses—Government Center	A-4
Table A-5	Sources and Uses—Animal Shelter	A-5

Table A-1
Yuba County - Countywide Capital Facilities Fee
Government Center - Level of Service Comparison

Item	Actual	At 2004 LOS [1]	Square Feet Difference
Existing Facilities (2004 LOS)			
Square Feet	57,739	57,739	0
Service Population (2004)	84,625	84,625	
LOS - Square Feet/Person	0.68	0.68	
New Government Center			
Square Feet	84,361	57,739	26,622
Service Population (2004)	84,625	84,625	
LOS - Square Feet/Person	1.00	0.68	
2011 Calculation			
Square Feet	84,361	63,712	20,649
2011 Service Population	93,380	93,380	
LOS - Square Feet/Person	0.90	0.68	

"los"

Source: County of Yuba Impact Fee Update Report February 16, 2004 and EPS.

[1] LOS = Level of Service.

Table A-2
Yuba County - Countywide Capital Facilities Fee
Summary of Existing Facilities

Item	2004 Facilities	New Government Center	Change
		[1] [2]	
General Government - Countywide Facilities			
Board of Supervisors	9,286	13,895	4,609
County Administrator	1,868	2,796	928
County Counsel	1,976	2,957	981
Law Library	2,000	0	(2,000)
Emergency Services	1,562	3,285	1,723
Ag. Commission/Wt & Measures	3,273	4,898	1,625
Administrative Services & Print Shop	4,801	7,185	2,384
Personnel	2,093	3,132	1,039
Information Technology	3,015	4,512	1,497
Community Development/Housing	2,064	3,089	1,025
Assessor	5,886	8,808	2,922
Auditor-Controller	3,457	5,173	1,716
Treasurer-Tax Collector	2,370	3,547	1,177
Clerk/Recorder	4,810	7,198	2,388
Subtotal Countywide Facilities	48,461	70,475	22,014
General Government - Unincorporated			
Community Development/Planning	2,200	13,886	11,686
Community Development/Bldg. Insp.	2,700	0	(2,700)
Public Works	4,378	0	(4,378)
Subtotal Unincorporated	9,278	13,886	4,608
Total	57,739	84,361	26,622

"comp"

Source: Yuba County and EPS.

[1] Existing facilities include allocated common areas.

[2] Areas with zero are accounted for in other department functions/labels.

Table A-3
Yuba County - Countywide Capital Facilities Fee
Summary of New Government Center Building Square Footage

Department Summary	Gross Building Square Feet	Department Percent Share	Allocated Total
		[1]	[2]
Departments			
County Executive	1,686	3%	2,796
Administrative Services	1,750	3%	2,902
Clerk/Recorder	4,341	9%	7,198
Auditor	3,120	6%	5,173
Treasurer/Tax Collector	2,139	4%	3,547
Assessor	5,312	10%	8,808
Board of Supervisors - Offices	2,162	4%	3,585
Board of Supervisors - Chambers	6,218	12%	10,310
Legal Services	1,783	4%	2,957
Personnel	1,889	4%	3,132
Public Works - Building Dept.	8,374	16%	13,886
EOC	1,012	2%	1,678
Office of Emergency Services	969	2%	1,607
Housing/Code Enforcement	1,863	4%	3,089
Ag. Commissioner	2,954	6%	4,898
Information Technology	2,721	5%	4,512
Print Shop	2,583	5%	4,283
Subtotal Departments	50,876	100%	84,361
Common Areas			
General Common Areas	3,484	n/a	n/a
Conference Rooms/Training Rooms	2,109	n/a	n/a
Receiving/Central Storage	16,329	n/a	n/a
Building and Grounds	2,631	n/a	n/a
Future Auto Shop	3,811	n/a	n/a
Toilet Rooms	1,874	n/a	n/a
Shared Rooms	795	n/a	n/a
Employee Lounge	1,863	n/a	n/a
Building Support	589	n/a	n/a
Subtotal Common Areas	33,485		
Total - New Government Center [3]	84,361		

Source: Yuba County and EPS.

"gov ctr"

[1] Equals department percentage of total excluding common areas.

[2] Equals department total with common area allocation.

[3] Total square feet based on County records.

Table A-4
Yuba County - Countywide Capital Facilities Fee
Sources and Uses - Government Center

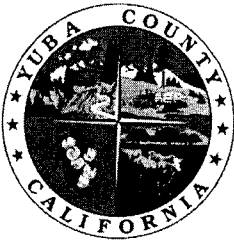
Fiscal Year	Total Expenditures	Revenue Sources				Total
		Tobacco Securitization	Water Agency Contribution	Impact Fee Payments	General Fund	
2000/01	\$14,500	\$0	\$0	\$0	\$14,500	\$14,500
2001/02	\$137,887	\$0	\$0	\$0	\$137,887	\$137,887
2002/03	\$6,669,815	\$6,500,000	\$0	\$0	\$169,815	\$6,669,815
2003/04	\$8,422,008	\$2,501,969	\$45,750	\$300,000	\$5,574,289	\$8,422,008
2004/05	\$41,136	\$0	\$0	\$0	\$41,136	\$41,136
2005/06	\$0	\$0	\$0	\$0	\$0	\$0
2006/07	\$167,653	\$0	\$0	\$0	\$167,653	\$167,653
Total	\$15,452,999	\$9,001,969	\$45,750	\$300,000	\$6,105,280	\$15,452,999

"su_govt"

Table A-5
Yuba County - Countywide Capital Facilities Fee
Sources and Uses - Animal Shelter

Fiscal Year	Total Expenditures	Revenue Sources			Total
		Tobacco Securitization	Impact Fee Payments	General Fund	
1998/99	\$0	\$0	\$0	\$0	\$0
1999/00	\$0	\$0	\$0	\$0	\$0
2000/01	\$0	\$0	\$0	\$0	\$0
2001/02	\$66,531	\$0	\$0	\$66,531	\$66,531
2002/03	\$132,774	\$0	\$0	\$132,774	\$132,774
2003/04	\$1,776,846	\$0	\$0	\$1,776,846	\$1,776,846
2004/05	\$2,415	\$0	\$0	\$2,415	\$2,415
2005/06	\$0	\$0	\$0	\$0	\$0
Total	\$1,978,566	\$0	\$0	\$1,978,566	\$1,978,566

"su_animal"



Administrative Services Memorandum

To: Yuba County Board of Supervisors
From: Doug McCoy, Director *DM*
Robert Bendorf, County Administrator *RB*
Date: August 23, 2011
Re: Sheriff Office Project Accounting and Budget

Recommendation

Recommend that the Board of Supervisors approve the attached budget for the design and development of the new sheriff's facility located at 720 Yuba Street, Marysville.

Background/Discussion

Since the purchase of the new sheriff facility in January 2011, Administrative Services has released a Request for Qualifications for an architect, hired a project manager and will begin shortly negotiating a contract with the selected architect.

In anticipation for the imminent expenditures for the design and development of the new sheriff facility, the attached appropriation is representative of six (6) months of expenditures for the purchase of a financial accounting system, facility design, staff salaries, utilities, procurement and publications.

Administrative Services has selected the financial cost accounting system currently being utilized in Community Development to maintain a detailed accounting of the project. Due to the current use of the system, staff can quickly begin using the system and easily and accurately provide detailed reporting information. It is anticipated that CAMS will be utilized to create cost center accounting to adhere to American Institute of Architects (AIA) guidelines and accurately account for project expenditures to a detailed cost reporting level that would include time entry, invoice, journal and contract monitoring and tracking.

The chart of accounts listed in the attached appropriation has been created by the Auditor's office and they are ready for revenue and expenditures to be processed against those accounts. These accounts prepared in the GMBA system are more of a high level accounting that does not detail the specific types of activities required for reporting on infrastructure types of projects, but rather generalizes the activities into basic categories such as Design and Construction. The cost accounting system (CAMS) allows Administrative Services to better achieve those detailed accounting responsibilities.

Fiscal Impact

Funding for this project will be made in the form of monthly journal transfers from the appropriate Impact Fee and Public Facility Capital Outlay Accounts as approved by the County Administrator. The attached budget is for six (6) months of anticipated costs. Staff will return to the Board at midyear to request an appropriation for the remainder of the year.

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

Delell

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

DATE: 8/23 20 11

DEPARTMENT Administrative Services

REQUEST APPROVAL OF THE FOLLOWING TRANSFER FISCAL YEAR ENDING JUNE 30, 20 12

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-0000-371-9718		492,000

ACCOUNT NO.	NAME	AMOUNT
101-1200-418-6301		130,000
101-1200-418-6302		300,000
101-1200-418-6303		0
101-1200-418-6304		3,000
101-1200-418-6305		17,000
101-1200-418-6306		2,000
101-1200-418-6307		40,000

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: Estimated six(6) months of expenditures for the design and development of the new sheriff's facility. Costs will reimbursed from Fund 186 Law Enforcement Impact Fees (\$310,288) and Fund 200 Public Facility Capital Outlay (\$181,712).

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

TITLE

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

AUDITOR - CONTROLLER

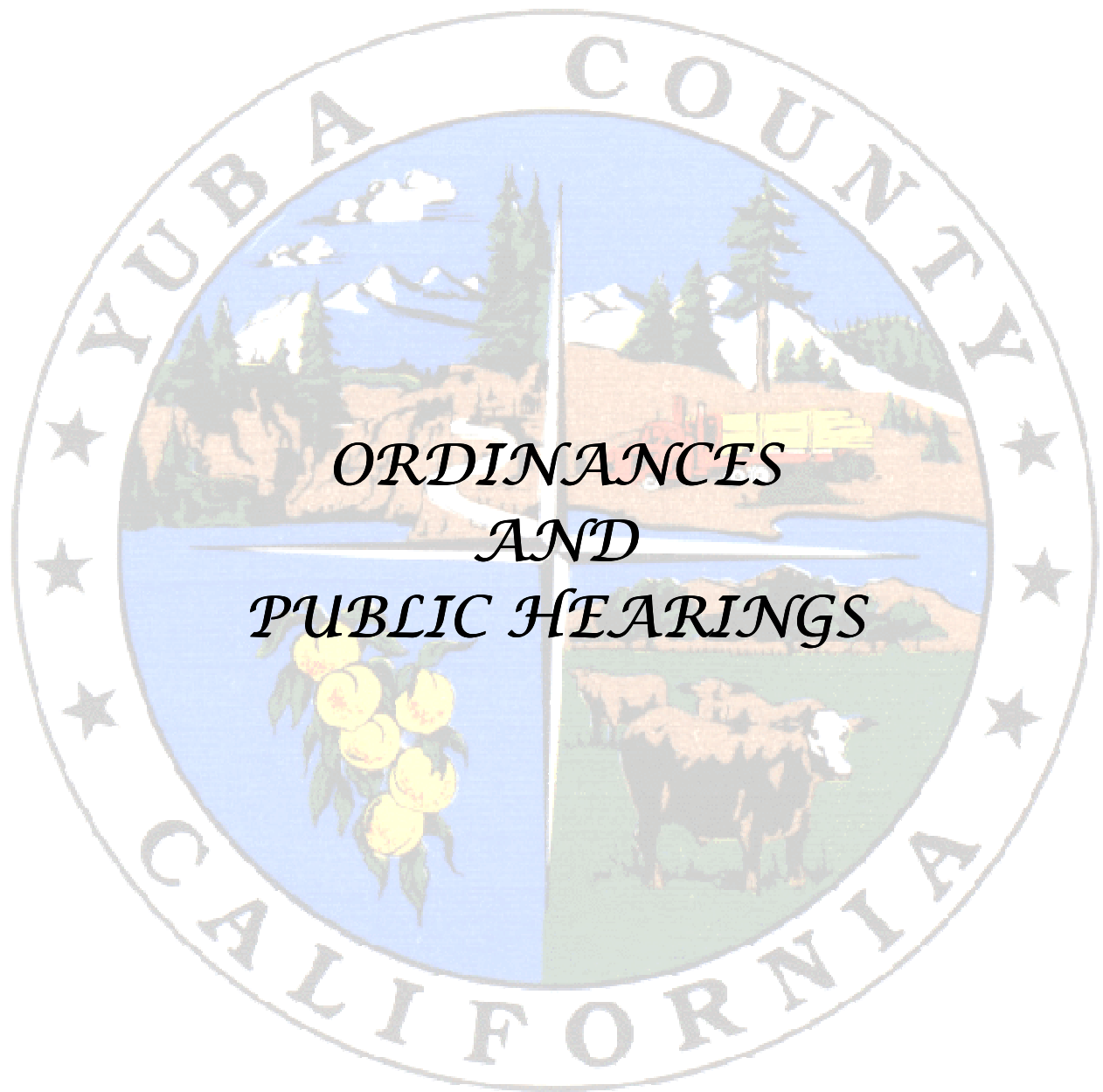
Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date



*ORDINANCES
AND
PUBLIC HEARINGS*

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The County of Yuba

OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER - 915 8TH STREET, SUITE 115
MARYSVILLE, CALIFORNIA 95901-5273
(530) 749-7575 FAX (530) 749-7312



ROBERT
COUNTY AD 376-11

RANDY
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 *RB*
SUBJECT: Adopt Resolution Approving Rate Year 2012 Collection
Rate Adjustments as an Amendment to Recology Yuba-
Sutter Franchise Agreement
DATE: August 23, 2011

RECOMMENDATION

Adopt resolution approving amendment to the Recology Franchise Agreement that adopts:

- A overall rate decrease for Yuba County customers of .10% based on Recology Yuba-Sutter's rate application and agency adjustments effective October 2011, and
- An increase in the monthly Regional Waste Management Authority (RWMA) surcharge of 50% effective October 2011.

BACKGROUND

On March 31, 2011, Recology Yuba-Sutter provided their rate application to RWMA jurisdictions for Rate Year 2012 (beginning October 2011). The Regional Waste Management Authority (RWMA), in conjunction with RWMA administrators, assigned the review of the rate application to NewPoint Group. NewPoint's review and analysis determined an approximate .51% rate reduction for RWMA agencies. An additional .10 rate reduction for Yuba County customers was recommended due to the Ponderosa Transfer station, for a total rate reduction of .61%.

Meetings with RWMA staff and member jurisdiction representatives occurred over the last several months. The recommended action was to have the base rate remain static and the projected rate decrease for the member jurisdictions would apply to the Rate Stabilization Fund, created several years ago to offset high rate year costs and for capital expenditures.

At its July 21, 2011 meeting, the RWMA Board accepted the NewPoint Group evaluation report regarding the Recology Yuba-Sutter rate application for the Rate Year 2012 collection rate adjustments. The Board also accepted the staff recommendation for a 25 cent increase in the RWMA regulatory surcharge and place the rate adjustment savings into the rate stabilization fund.

The draft model franchise agreement amendment language was accepted by the RWMA Board to implement the various recommendations related to both the rate review and the surcharge increase effective October 1, 2011. The RWMA Board directed staff to forward the final rate application review report along with the draft model franchise agreement amendment language and other supporting documentation to the member jurisdictions in Yuba and Sutter counties for their adaptation and use in approving the adoption of the recommended Rate Year 2012 collection rate adjustment.

DISCUSSION

Recology Rate Adjustment and Evaluation

The attached NewPoint Evaluation Report and RWMA staff report describes the rate adjustment calculations for the 2012 rate year. Key factors impacting the FY 2012 rate adjustment are as follows:

Revenues

- *Collection Revenue* - This category is expected to experience a revenue decrease of approximately \$234,000. Primarily it is due to decreases for residential, commercial and debris box services due to lost business.
- *Transfer Station Operations* – Revenues are expected to decrease by approximately \$293,000 primarily due to lost volume from regular business.
- *Sale of Diverted Material / DOC Payments* - Revenues are predicted to decrease by approximately \$33,469 largely due to anticipated volume decreases.

Operating Expenses

- *Labor and Related Expenses* - This category is expected to increase by approximately \$718,000 for Rate Year 2012. The increase is primarily due to contractually obligated union wage and benefits increases and projected wage and benefit increases for non-union employees.
- *Truck and Container Expenses* – Costs for this area are expected to increase by approximately \$778,000 compared to 2010. The projected increase is largely due to anticipated fuel and oil cost increases of approximately

\$418,000 (\$3.65 a gallon) for rate year 2011 and \$299,000 (\$4.25 a gallon) for rate year 2012.

- *Equipment Lease* – Expenses in this category have been adjusted to decline by \$170,000. The decrease accounts for lease conversions to eight years as well as leases that were expiring.

RWMA Surcharge Increase

There has not been an increase in the RWMA regulatory surcharge in twenty years (since 1991). The rate currently charged is 50 cents per month, per residential customer. There is a corresponding percentage charge for commercial customers based on the size and frequency of use for debris boxes and services.

Revenues received from the surcharge fund RWMA activities that support the four cities and two counties. Those activities include planning and monitoring activities, reimbursement of certain LEA activities, household hazardous waste costs, coordination of and studies for franchise agreement amendments, rate reviews and operational studies that are necessary and enable the RWMA jurisdictions to continue to work together.

Over approximately the last decade, the RWMA has adopted deficit budgets as costs associated with the RWMA have increased. The increase will assist in funding operational costs for the RWMA and also allow for proper long range planning for the jurisdictions.

The surcharge increase for the member jurisdictions would generate approximately \$230,000 in additional revenue to fund operations.

Rate Stabilization and Capitalization Fund

Consistent since the establishment of this fund, the Rate Year 2012 rate reduction representing \$551,039 (or .51%) is recommended for placement into the Rate Stabilization Fund. The purpose of the fund is to reduce future rate increases and/or to fund anticipated future capital improvements. Over the last several years these funds have been expended for capital projects that otherwise would be amortized over a period of time to customers within the RWMA.

COMMITTEE ACTION

This item was not taken to committee as it was previously approved by the RWMA Board of Directors.

FISCAL IMPACT

Combining the Rate Year 2012 base rate decrease of .10% and the RWMA surcharge increase of 50% (25 cents for residential customers) the standard residential customer rate increases monthly from \$24.54 to \$24.77. For the non-program area the standard 32 gallon refuse cart monthly rate increases from \$20.95 to \$21.18.

Rate changes for commercial users of waste services vary. Commercial and residential projected rates are attached to this report.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION ADOPTING AN AMENDMENT)
TO THE RECOLOGY YUBA SUTTER FRANCHISE)
AGREEMENT AND APPROVING A RATE)
STRUCTURE TO PROVIDE A .10% RATE DECREASE)
AND A 50% INCREASE TO THE REGIONAL WASTE)
MANAGEMENT AUTHORITY SURCHARGE)
_____)

Resolution No. _____

WHEREAS, the Board of Supervisors annually adjusts solid waste service rates in conjunction with the Franchise Agreement and with appropriate justification from Recology Yuba Sutter; and

WHEREAS, on August 15, 2000, the Board of Supervisors adopted formal Rate Adjustment Guidelines which provide a standard framework for Recology Yuba Sutter to report the actual financial results of future operations; and

WHEREAS, the Regional Waste Management Authority (RWMA), of which Yuba County is a member, retained the services of a qualified consultant, NewPoint Group, Inc. to review the 2012 Rate Year in accordance with the Rate Adjustment Guidelines; and

WHEREAS, on July 27, 2011, the County of Yuba received the Final Evaluation Report (dated July 25, 2011) prepared by NewPoint Group, Inc. wherein the rate adjustment application submitted by Recology Yuba Sutter was complete and found to be complete and prepared in accordance with the Rate Adjustment Guidelines; and

WHEREAS, at the Regional Waste Management Authority meeting on July 21, 2011, the Board of Directors accepted the collection rate adjustment decrease to be placed in its Rate Stabilization and Capitalization Fund and approved the RWMA surcharge increase of fifty (50) percent for RWMA activities; and

WHEREAS, the RWMA Board of Directors has made a recommendation that each of the member agencies approve the proposed rate adjustment as shown in the attached Evaluation Report and Rate Schedule; and

WHEREAS, based on the foregoing, good cause has been shown to justify the new increased rate structure.

NOW, THEREFORE, BE IT RESOLVED that the Amendment of the Franchise Agreement between the County of Yuba and Recology Yuba Sutter, which is attached hereto marked as Attachment "A" and by this reference is incorporated herein as though set forth in full, is adopted and the Chairman is authorized to execute same.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the collection of the increased rates set forth in this amendment to the Franchise Agreement are to be effective October 1, 2011.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the 23rd day of August, 2011, by the following vote:

AYES:

NOES:

ABSENT:


ABSTAIN:

By: _____
Roger Abe, Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: _____

By: 
Angil Morris-Jones, County Counsel

MODEL AMENDMENT TO FRANCHISE AGREEMENT

August 23, 2011

This Amendment to the Franchise Agreement for solid waste collection, disposal, and recycling services is made this 23rd day of August 2011, by and between the County of Yuba, California (COUNTY) and Recology Yuba-Sutter [formerly Yuba-Sutter Disposal, Inc. (YSDI)].

RECITALS

A. On July 2, 1990, COUNTY entered into an exclusive franchise agreement (Agreement) with Recology Yuba-Sutter for the collection of refuse within the corporate limits of COUNTY. The Agreement expires on December 31, 2011, three months into Rate Year 2012. The CITY/COUNTY and Recology Yuba-Sutter have been participating in the development of a new model franchise agreement with the Regional Waste Management Authority (RWMA) and the six member jurisdictions therein. A new franchise agreement will replace the existing Agreement and it is anticipated that the COUNTY and Recology Yuba-Sutter will enter into a new agreement by December 31, 2011. If the COUNTY and Recology Yuba-Sutter do not enter into a new agreement by December 31, 2011, an additional agreement amendment may be necessary for the continuation of services, service rates and to incorporate any of the provisions anticipated in the new model franchise agreement that may be relevant for the balance of Rate Year 2012 and future rate years.

B. The Detailed Rate Adjustment review for Rate Year 2012 determined that surplus revenue of \$551,039 (the Surplus, \$523,487 plus \$27,552 in franchise fees) would be generated if the Rate Year 2011 base service rates charged for services provided to all of the RWMA member agencies remained unchanged for Rate Year 2012. The RWMA member agencies desire to continue the Rate Stabilization and Capitalization Fund, initially established beginning in Rate Year 2008, with the current Surplus rather than reduce the service rates by this amount.

C. As requested by the RWMA, COUNTY agrees to increase the RWMA surcharge by fifty percent (50%) over the Rate Year 2011 surcharge amounts for each level of service.

D. COUNTY and Recology Yuba-Sutter mutually desire to amend the Franchise Agreement by executing this amendment (Amendment) to adjust residential, commercial and debris box collection rates effective October 1, 2011 to reflect the Detailed Rate Adjustment per the Rate Adjustment Guidelines, including a credit for a portion of the retrofit costs of the four (4) solid waste collection vehicles retrofitted to comply with California Air Resources Board (CARB) regulations and subsequently transferred from the Recology Yuba-Sutter fleet; the continuation of the Rate Stabilization Fund; the increase in the RWMA surcharge; the fuel price differential for the last three months of Rate Year 2010 (July 1, 2010 – September 30, 2010); and, the fuel price differential for the first nine months of Rate Year 2011 (October 1, 2010 – June 30, 2011). COUNTY and Recology Yuba-Sutter also mutually desire to amend the Franchise Agreement by executing this Amendment to establish the diesel fuel price allowance for Rate Year 2012.

ATTACHMENT "A"

**NOW, THEREFORE THE PARTIES TO THE FRANCHISE AGREEMENT
AND THIS AMENDMENT AGREE AS FOLLOWS**

1. SERVICE RATES

The rates charged by Recology Yuba-Sutter for the services provided pursuant to the Franchise Agreement, as amended, for the period October 1, 2011 through December 31, 2011, are specified in Exhibit A to this Amendment. The service rates specified in Exhibit A to this Agreement reflect the Detailed Rate Adjustment related to the decreased revenue requirement for the Ponderosa Transfer Station activities. Recology Yuba-Sutter and the COUNTY agree that the Surplus identified in paragraph B above shall be remitted to the RWMA for retention as a Rate Stabilization and Capitalization Fund and deposited in an interest bearing Local Agency Investment Fund (LAIF) account. The Surplus shall be remitted to the RWMA in monthly payments. Funds deposited in the Rate Stabilization and Capitalization Fund, and any interest earned on these funds, shall be used at the discretion of the RWMA. Recology Yuba-Sutter shall remit the franchise fees billed on the funds remitted to the Rate Stabilization and Capitalization Fund to the RWMA member jurisdictions.

2. RWMA SURCHARGE

As requested by the RWMA, the rates specified in Exhibit A to this Agreement reflect the fifty percent (50%) increase in the RWMA surcharge over the Rate Year 2011 surcharge amounts for each level of service.

3. ULTRA-LOW-SULFUR DIESEL FUEL PRICES

The service rates adopted by previous Amendments to the Agreement provided for Recology Yuba-Sutter to purchase 428,060 gallons of ultra-low-sulfur diesel (ULSD) fuel (445,432 gallons x 96.1% percent RWMA-related activities) at a cost of \$2.65 per gallon during Rate Year 2010. These Amendments further stipulated that the service rates for Rate Year 2011 and Rate Year 2012 were to be adjusted to reflect the difference between the agreed to and the weighted average of the actual fuel price for Rate Year 2010 multiplied by the 428,060 gallon fuel allowance.

Because only nine (9) months of Rate Year 2010 would have elapsed before the rate adjustment adoption process needed to commence for the new service rates to become effective October 1, 2010, Recology Yuba-Sutter and the COUNTY agreed that the Rate Year 2011 service rates were to be adjusted to reflect the difference between the agreed to and weighted average of the actual fuel prices for the period of October 1, 2009 through June 30, 2010, multiplied by the 428,060 gallon fuel allowance pro-rated by the fraction (9/12) representing this time period compared to a one-year period. The Rate Year 2011 service rates were adjusted to reflect the difference for the first nine (9) months of Rate Year 2010. Recology Yuba-Sutter and the COUNTY further agreed that the Rate Year 2012 service rates were to be adjusted to reflect any difference in the fuel prices between the rate adjustment calculated for the fuel price difference for the first nine (9) months of Rate Year 2010 and the fuel price difference for all of Rate Year 2010. The base service rates in Exhibit A to this Amendment reflect this fuel price difference for all of Rate Year 2010.

The service rates adopted by a previous Amendment to the Agreement also provided for Recology Yuba-Sutter to purchase 428,060 gallons of ultra-low-sulfur diesel (ULSD) fuel (445,432 gallons x 96.1% percent RWMA-related activities) at a cost of \$2.78 per gallon during

Rate Year 2011. This Amendment further stipulated that the service rates for Rate Year 2012 were to be adjusted to reflect the difference between the agreed to and the weighted average of the actual fuel price for the first nine months of Rate Year 2011 multiplied by the 428,060 gallon fuel allowance. The base service rates in Exhibit A to this Amendment reflect the fuel price difference between the allowance and the weighted average fuel price for the first nine months of Rate Year 2011. It is anticipated that COUNTY and Recology Yuba-Sutter will enter into a new agreement prior to December 31, 2011 and that this new agreement will provide for a rate adjustment for the fuel price difference for all of Rate Year 2011.

Recology Yuba-Sutter and the COUNTY agree that the service rates in Exhibit A to this Amendment reflect a diesel fuel allowance at \$3.369 per gallon and a volume of 433,908 gallons diesel fuel (456,265 gallons x 95.1% RWMA-related activities) for Rate Year 2012.

Roger Abe, Chair
Yuba County Board of Supervisors

DATE: _____

ATTEST:

Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM


Angela Morris-Jones, County Counsel

Residential Rates

Program Areas **

Service Description	Rates Effective 10/1/2010					Rates Effective 10/1/2011				
	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station ***	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Household Hazardous Waste / RWMA Surcharge
Standard 32 - Gallon Refuse Cart*	\$22.58	\$1.19	\$23.77	\$0.27	\$0.50	\$24.54	\$22.58	\$1.19	\$23.77	\$0.25
Low-Income Senior Citizen 32-Gallon Refuse Cart*	\$16.94	\$0.89	\$17.83	\$0.20	\$0.50	\$18.53	\$16.94	\$0.89	\$17.83	\$0.19
64 - Gallon Refuse Cart*	\$33.87	\$1.78	\$35.65	\$0.42	\$0.50	\$36.57	\$33.87	\$1.78	\$35.65	\$0.75
96 - Gallon Refuse Cart*	\$45.15	\$2.38	\$47.53	\$0.55	\$0.50	\$48.58	\$45.15	\$2.38	\$47.53	\$0.75
Extra 32 - Gallon Refuse Cart	\$11.29	\$0.59	\$11.88	\$0.14		\$12.02	\$11.29	\$0.59	\$11.88	\$0.13
Extra 64 - Gallon Refuse Cart	\$22.58	\$1.19	\$23.77	\$0.27		\$24.04	\$22.58	\$1.19	\$23.77	\$0.25
Extra 96 - Gallon Refuse Cart	\$33.87	\$1.78	\$35.65	\$0.42		\$36.07	\$33.87	\$1.78	\$35.65	\$0.38
Extra Bag of Refuse (Per Pickup Rate)	\$3.75	\$0.20	\$3.95	\$0.04		\$3.99	\$3.75	\$0.20	\$3.95	\$0.04

* Customers will be supplied 1 blue 64 - gallon cart for recycling and 1 green 96 - gallon cart for green yard waste.
The cost of these services is included in the price for refuse service.

** Program areas are within the mandatory collection area and include the communities of Linda, Olivehurst, and the Plumas Lake Specific Plan area. Areas outside Linda, Olivehurst, and the Plumas Lake Specific Plan area are in the non-program area.

*** Includes franchise fee impact on the Ponderosa Transfer Station fee.

Non-Program Areas **

Service Description	Rates Effective 10/1/2010					Rates Effective 10/1/2011				
	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station ***	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Household Hazardous Waste / RWMA Surcharge
32 - Gallon Refuse Cart (Limited)	\$19.21	\$1.01	\$20.22	\$0.23	\$0.50	\$20.95	\$19.21	\$1.01	\$20.22	\$0.21
Low-Income Senior Citizen 32 - Gallon Refuse Cart	\$14.41	\$0.76	\$15.17	\$0.17	\$0.50	\$15.84	\$14.41	\$0.76	\$15.17	\$0.16
96 - Gallon Refuse Cart	\$25.37	\$1.34	\$26.71	\$0.31	\$0.50	\$27.52	\$25.37	\$1.34	\$26.71	\$0.28
Low-Income Senior Citizen 96 - Gallon Refuse Cart	\$19.02	\$1.00	\$20.02	\$0.23	\$0.50	\$20.75	\$19.02	\$1.00	\$20.02	\$0.21
Additional 96 - Gallon Refuse Cart	\$11.53	\$0.61	\$12.14	\$0.14		\$12.28	\$11.53	\$0.61	\$12.14	\$0.13

EXHIBIT "A"

Commercial Container Rates

Service Description	Rates Effective 10/1/2010						Rates Effective 10/1/2011					
	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
1 Yard												
1 Time per Week	\$104.52	\$5.50	\$110.02	\$1.27	\$2.10	\$113.39	\$104.52	\$5.50	\$110.02	\$1.17	\$3.15	\$114.34
2 Times per Week	\$176.65	\$9.30	\$185.95	\$2.16	\$3.60	\$191.71	\$176.65	\$9.30	\$185.95	\$1.97	\$5.40	\$193.32
3 Times per Week	\$260.58	\$13.71	\$274.29	\$3.17	\$5.30	\$282.76	\$260.58	\$13.71	\$274.29	\$2.91	\$7.95	\$285.15
4 Times per Week	\$320.92	\$16.89	\$337.81	\$3.92	\$6.50	\$348.23	\$320.92	\$16.89	\$337.81	\$3.58	\$9.75	\$351.14
5 Times per Week	\$397.44	\$20.92	\$418.36	\$4.84	\$8.10	\$431.30	\$397.44	\$20.92	\$418.36	\$4.44	\$12.15	\$434.95
6 Times per Week	\$509.29	\$26.80	\$536.09	\$6.22	\$10.40	\$552.71	\$509.29	\$26.80	\$536.09	\$5.69	\$15.60	\$557.38
1.5 Yard												
1 Time per Week	\$139.85	\$7.36	\$147.21	\$1.71	\$2.90	\$151.82	\$139.85	\$7.36	\$147.21	\$1.56	\$4.35	\$153.12
2 Times per Week	\$241.46	\$12.71	\$254.17	\$2.94	\$4.90	\$262.01	\$241.46	\$12.71	\$254.17	\$2.70	\$7.35	\$264.22
3 Times per Week	\$331.27	\$17.44	\$348.71	\$4.04	\$6.80	\$359.55	\$331.27	\$17.44	\$348.71	\$3.70	\$10.20	\$362.61
4 Times per Week	\$429.73	\$22.62	\$452.35	\$5.24	\$8.80	\$466.39	\$429.73	\$22.62	\$452.35	\$4.80	\$13.20	\$470.35
5 Times per Week	\$528.43	\$27.81	\$556.24	\$6.45	\$10.80	\$573.49	\$528.43	\$27.81	\$556.24	\$5.90	\$16.20	\$578.34
6 Times per Week	\$678.64	\$35.72	\$714.36	\$8.28	\$13.80	\$736.44	\$678.64	\$35.72	\$714.36	\$7.58	\$20.70	\$742.64
2 Yard												
1 Time per Week	\$167.90	\$8.84	\$176.74	\$2.04	\$3.40	\$182.18	\$167.90	\$8.84	\$176.74	\$1.87	\$5.10	\$183.71
2 Times per Week	\$267.81	\$14.10	\$281.91	\$3.27	\$5.50	\$290.68	\$267.81	\$14.10	\$281.91	\$2.99	\$8.25	\$293.15
3 Times per Week	\$367.97	\$19.37	\$387.34	\$4.49	\$7.50	\$399.33	\$367.97	\$19.37	\$387.34	\$4.11	\$11.25	\$402.70
4 Times per Week	\$471.02	\$24.79	\$495.81	\$5.75	\$9.60	\$511.16	\$471.02	\$24.79	\$495.81	\$5.43	\$14.40	\$515.47
5 Times per Week	\$575.54	\$30.29	\$605.83	\$7.02	\$11.70	\$624.55	\$575.54	\$30.29	\$605.83	\$6.26	\$17.55	\$629.81
6 Times per Week	\$731.62	\$38.51	\$770.13	\$8.92	\$14.90	\$793.95	\$731.62	\$38.51	\$770.13	\$8.17	\$22.35	\$800.65
3 Yard												
1 Time per Week	\$203.22	\$10.70	\$213.92	\$2.48	\$4.10	\$220.50	\$203.22	\$10.70	\$213.92	\$2.27	\$6.15	\$222.34
2 Times per Week	\$337.20	\$17.75	\$354.95	\$4.11	\$6.90	\$365.96	\$337.20	\$17.75	\$354.95	\$3.77	\$10.35	\$369.07
3 Times per Week	\$491.63	\$25.88	\$517.51	\$5.99	\$10.00	\$533.50	\$491.63	\$25.88	\$517.51	\$5.49	\$15.00	\$538.00
4 Times per Week	\$609.41	\$32.07	\$641.48	\$7.44	\$12.40	\$661.32	\$609.41	\$32.07	\$641.48	\$6.81	\$18.60	\$666.89
5 Times per Week	\$747.82	\$39.36	\$787.18	\$9.12	\$15.20	\$811.50	\$747.82	\$39.36	\$787.18	\$8.35	\$22.80	\$818.33
6 Times per Week	\$956.77	\$50.36	\$1,007.13	\$11.67	\$19.50	\$1,038.30	\$956.77	\$50.36	\$1,007.13	\$10.68	\$28.25	\$1,047.06
4 Yard												
1 Time per Week	\$244.32	\$12.86	\$257.18	\$2.98	\$5.00	\$265.16	\$244.32	\$12.86	\$257.18	\$2.73	\$7.50	\$267.41
2 Times per Week	\$410.63	\$21.61	\$432.24	\$5.00	\$8.40	\$445.64	\$410.63	\$21.61	\$432.24	\$4.59	\$12.60	\$449.43
3 Times per Week	\$579.95	\$30.52	\$610.47	\$7.07	\$11.80	\$629.34	\$579.95	\$30.52	\$610.47	\$6.48	\$17.70	\$634.65
4 Times per Week	\$750.66	\$39.51	\$790.17	\$9.15	\$15.30	\$814.62	\$750.66	\$39.51	\$790.17	\$8.38	\$22.95	\$821.50
5 Times per Week	\$924.47	\$48.66	\$973.13	\$11.27	\$18.80	\$1,003.20	\$924.47	\$48.66	\$973.13	\$10.32	\$28.20	\$1,011.65
6 Times per Week	\$1,189.39	\$62.60	\$1,251.99	\$14.51	\$24.20	\$1,290.70	\$1,189.39	\$62.60	\$1,251.99	\$13.28	\$36.30	\$1,301.57

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Recology Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/11

Commercial Container Rates

Service Description	Rates Effective 10/1/2010						Rates Effective 10/1/2011					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Hazardous Waste / RWMA Surcharge	Total Rate for Services
5 Yard												
1 Time per Week	\$253.08	\$13.32	\$266.40	\$3.08	\$5.20	\$274.88	\$253.08	\$13.32	\$266.40	\$2.83	\$7.80	\$277.03
2 Times per Week	\$448.87	\$23.62	\$472.49	\$5.47	\$9.20	\$487.16	\$448.87	\$23.62	\$472.49	\$5.01	\$13.80	\$491.30
3 Times per Week	\$647.69	\$34.09	\$681.78	\$7.90	\$13.20	\$702.88	\$647.69	\$34.09	\$681.78	\$7.23	\$19.80	\$708.81
4 Times per Week	\$850.88	\$44.78	\$895.66	\$10.38	\$17.30	\$923.34	\$850.88	\$44.78	\$895.66	\$9.50	\$25.95	\$931.11
5 Times per Week	\$1,052.56	\$55.40	\$1,107.96	\$12.84	\$21.50	\$1,142.30	\$1,052.56	\$55.40	\$1,107.96	\$11.75	\$32.25	\$1,151.96
6 Times per Week	\$1,363.01	\$71.74	\$1,434.75	\$16.82	\$27.80	\$1,479.17	\$1,363.01	\$71.74	\$1,434.75	\$15.22	\$41.70	\$1,491.67
6 Yard												
1 Time per Week	\$260.58	\$13.71	\$274.29	\$3.17	\$5.30	\$282.76	\$260.58	\$13.71	\$274.29	\$2.91	\$7.95	\$285.15
2 Times per Week	\$485.76	\$25.57	\$511.33	\$5.92	\$9.90	\$527.15	\$485.76	\$25.57	\$511.33	\$5.42	\$14.85	\$531.60
3 Times per Week	\$715.32	\$37.85	\$752.97	\$8.73	\$14.60	\$776.30	\$715.32	\$37.85	\$752.97	\$7.99	\$21.90	\$782.86
4 Times per Week	\$948.01	\$49.90	\$997.91	\$11.57	\$19.30	\$1,028.78	\$948.01	\$49.90	\$997.91	\$10.59	\$28.95	\$1,037.45
5 Times per Week	\$1,183.54	\$62.29	\$1,245.83	\$14.43	\$24.10	\$1,284.36	\$1,183.54	\$62.29	\$1,245.83	\$13.22	\$36.15	\$1,295.20
6 Times per Week	\$1,533.73	\$80.72	\$1,614.45	\$18.71	\$31.30	\$1,664.46	\$1,533.73	\$80.72	\$1,614.45	\$17.13	\$46.95	\$1,678.53
7 Yard												
1 Time per Week	\$291.52	\$15.34	\$306.86	\$3.55	\$5.90	\$316.31	\$291.52	\$15.34	\$306.86	\$3.26	\$8.85	\$318.97
2 Times per Week	\$541.67	\$28.51	\$570.18	\$6.50	\$11.00	\$587.78	\$541.67	\$28.51	\$570.18	\$6.05	\$16.50	\$592.73
3 Times per Week	\$794.86	\$41.83	\$836.69	\$9.69	\$16.20	\$862.58	\$794.86	\$41.83	\$836.69	\$8.88	\$24.30	\$869.87
4 Times per Week	\$1,052.56	\$55.40	\$1,107.96	\$12.84	\$21.50	\$1,142.30	\$1,052.56	\$55.40	\$1,107.96	\$11.75	\$32.25	\$1,151.96
5 Times per Week	\$1,310.03	\$68.95	\$1,378.98	\$15.98	\$26.70	\$1,421.66	\$1,310.03	\$68.95	\$1,378.98	\$14.63	\$40.05	\$1,433.66
6 Times per Week	\$1,701.62	\$89.56	\$1,791.18	\$20.75	\$34.70	\$1,846.63	\$1,701.62	\$89.56	\$1,791.18	\$19.00	\$52.05	\$1,862.23
8 Yard												
1 Time per Week	\$332.61	\$17.51	\$350.12	\$4.06	\$6.80	\$360.98	\$332.61	\$17.51	\$350.12	\$3.71	\$10.20	\$364.03
2 Times per Week	\$594.70	\$31.30	\$626.00	\$7.25	\$12.10	\$645.35	\$594.70	\$31.30	\$626.00	\$6.64	\$18.15	\$650.79
3 Times per Week	\$886.02	\$46.63	\$932.65	\$10.80	\$18.10	\$961.55	\$886.02	\$46.63	\$932.65	\$9.89	\$27.15	\$969.69
4 Times per Week	\$1,177.54	\$61.98	\$1,239.52	\$14.36	\$24.00	\$1,277.86	\$1,177.54	\$61.98	\$1,239.52	\$13.15	\$36.00	\$1,288.67
5 Times per Week	\$1,461.70	\$76.93	\$1,538.63	\$17.82	\$28.80	\$1,586.25	\$1,461.70	\$76.93	\$1,538.63	\$16.32	\$44.70	\$1,599.65
6 Times per Week	\$1,794.35	\$94.44	\$1,888.79	\$21.88	\$36.60	\$1,947.27	\$1,794.35	\$94.44	\$1,888.79	\$20.04	\$54.80	\$1,963.73

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Commercial Container Rates

Service Description	Rates Effective 10/1/2010						Rates Effective 10/1/2011					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
1 Yard Bin - Extra Service Only	\$28.40	\$1.49	\$29.89	\$0.35		\$30.24	\$28.40	\$1.49	\$29.89	\$0.32		\$30.21
1.5 Yard Bin - Extra Service Only	\$31.48	\$1.66	\$33.14	\$0.39		\$33.53	\$31.48	\$1.66	\$33.14	\$0.35		\$33.49
2 Yard Bin - Extra Service Only	\$37.88	\$1.99	\$39.87	\$0.46		\$40.33	\$37.88	\$1.99	\$39.87	\$0.42		\$40.29
3 Yard Bin - Extra Service Only	\$44.15	\$2.32	\$46.47	\$0.54		\$47.01	\$44.15	\$2.32	\$46.47	\$0.49		\$46.96
4 Yard Bin - Extra Service Only	\$50.42	\$2.65	\$53.07	\$0.61		\$53.68	\$50.42	\$2.65	\$53.07	\$0.56		\$53.63
5 Yard Bin - Extra Service Only	\$56.82	\$2.82	\$59.63	\$0.65		\$60.28	\$56.82	\$2.82	\$59.63	\$0.60		\$60.23
6 Yard Bin - Extra Service Only	\$63.09	\$3.32	\$66.41	\$0.77		\$67.18	\$63.09	\$3.32	\$66.41	\$0.70		\$67.11
7 Yard Bin - Extra Service Only	\$69.35	\$3.65	\$73.00	\$0.84	\$2.00	\$73.84	\$69.35	\$3.65	\$73.00	\$0.77	\$3.00	\$73.77
8 Yard Bin - Extra Service Only	\$136.23	\$7.17	\$143.40	\$1.66		\$147.06	\$136.23	\$7.17	\$143.40	\$1.52		\$147.92
Temporary 7 Yard Bin (available to residences)												

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Recology Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/11

Front Load Compactor Rates

Service Description	Rates Effective 10/1/2010						Rates Effective 10/1/2011					
	Base Rate *	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station ***	Hazardous Waste / RWMA Surcharge **	Total Rate for Services	Base Rate *	Franchise Fees	Base Rate Including Franchise Fees	Ponderosa Transfer Station ***	Hazardous Waste / RWMA Surcharge **	Total Rate for Services
1.3 Yd Compactor												
1 time per week	\$221.85	\$11.68	\$233.53	\$2.71	\$2.90	\$239.14	\$221.85	\$11.68	\$233.53	\$2.48	\$4.35	\$240.36
2 times per week	\$443.70	\$23.35	\$467.05	\$5.41	\$4.90	\$477.36	\$443.70	\$23.35	\$467.05	\$4.95	\$7.35	\$479.35
3 times per week	\$665.54	\$35.03	\$700.57	\$8.12	\$6.80	\$715.49	\$665.54	\$35.03	\$700.57	\$7.43	\$10.20	\$718.20
4 times per week	\$887.39	\$46.70	\$934.09	\$10.82	\$8.80	\$953.71	\$887.39	\$46.70	\$934.09	\$9.91	\$13.20	\$957.20
5 times per week	\$1,109.22	\$58.38	\$1,167.60	\$13.53	\$10.80	\$1,191.93	\$1,109.22	\$58.38	\$1,167.60	\$12.38	\$16.20	\$1,196.19
6 times per week	\$1,331.09	\$70.06	\$1,401.15	\$16.23	\$13.80	\$1,431.18	\$1,331.09	\$70.06	\$1,401.15	\$14.86	\$20.70	\$1,436.71
2 Yd Compactor												
1 time per week	\$341.31	\$17.96	\$359.27	\$4.16	\$3.40	\$366.83	\$341.31	\$17.96	\$359.27	\$3.81	\$5.10	\$368.18
2 times per week	\$682.58	\$35.93	\$718.51	\$8.32	\$5.50	\$732.33	\$682.58	\$35.93	\$718.51	\$7.62	\$8.25	\$734.38
3 times per week	\$1,023.90	\$53.89	\$1,077.79	\$12.49	\$7.50	\$1,097.78	\$1,023.90	\$53.89	\$1,077.79	\$11.43	\$11.25	\$1,100.47
4 times per week	\$1,365.21	\$71.85	\$1,437.06	\$16.65	\$9.60	\$1,463.31	\$1,365.21	\$71.85	\$1,437.06	\$15.24	\$14.40	\$1,466.70
5 times per week	\$1,706.50	\$89.82	\$1,796.32	\$20.81	\$11.70	\$1,828.83	\$1,706.50	\$89.82	\$1,796.32	\$19.06	\$17.55	\$1,832.93
6 times per week	\$2,047.79	\$107.78	\$2,155.57	\$24.97	\$14.90	\$2,193.44	\$2,047.79	\$107.78	\$2,155.57	\$22.87	\$22.35	\$2,200.79
3 Yd Compactor												
1 time per week	\$511.96	\$26.95	\$538.91	\$6.25	\$4.10	\$549.26	\$511.96	\$26.95	\$538.91	\$5.72	\$6.15	\$550.78
2 times per week	\$1,023.91	\$53.89	\$1,077.80	\$12.49	\$6.90	\$1,097.19	\$1,023.91	\$53.89	\$1,077.80	\$11.43	\$10.35	\$1,089.58
3 times per week	\$1,535.87	\$80.84	\$1,616.71	\$18.73	\$10.00	\$1,645.44	\$1,535.87	\$80.84	\$1,616.71	\$17.15	\$15.00	\$1,648.86
4 times per week	\$2,047.80	\$107.78	\$2,155.58	\$24.97	\$12.40	\$2,192.95	\$2,047.80	\$107.78	\$2,155.58	\$22.87	\$18.60	\$2,197.05
5 times per week	\$2,559.77	\$134.72	\$2,694.49	\$31.22	\$15.20	\$2,740.91	\$2,559.77	\$134.72	\$2,694.49	\$28.58	\$22.80	\$2,745.87
6 times per week	\$3,071.72	\$161.67	\$3,233.39	\$37.46	\$19.50	\$3,290.35	\$3,071.72	\$161.67	\$3,233.39	\$34.30	\$29.25	\$3,296.94
4 Yd Compactor												
1 time per week	\$682.59	\$35.93	\$718.52	\$8.32	\$5.00	\$731.84	\$682.59	\$35.93	\$718.52	\$7.62	\$7.50	\$733.64
2 times per week	\$1,365.22	\$71.85	\$1,437.07	\$16.65	\$8.40	\$1,462.12	\$1,365.22	\$71.85	\$1,437.07	\$15.24	\$12.60	\$1,464.91
3 times per week	\$2,047.80	\$107.78	\$2,155.58	\$24.97	\$11.80	\$2,192.35	\$2,047.80	\$107.78	\$2,155.58	\$22.87	\$17.70	\$2,196.15
4 times per week	\$2,730.41	\$143.71	\$2,874.12	\$33.29	\$15.30	\$2,922.71	\$2,730.41	\$143.71	\$2,874.12	\$30.49	\$22.95	\$2,927.56
5 times per week	\$3,413.01	\$179.63	\$3,592.64	\$41.62	\$18.80	\$3,653.06	\$3,413.01	\$179.63	\$3,592.64	\$38.11	\$28.20	\$3,658.95
6 times per week	\$4,095.63	\$215.56	\$4,311.19	\$49.94	\$24.20	\$4,386.33	\$4,095.63	\$215.56	\$4,311.19	\$45.73	\$36.30	\$4,393.22
5 Yd Compactor												
1 time per week	\$853.24	\$44.91	\$898.15	\$10.41	\$5.20	\$913.76	\$853.24	\$44.91	\$898.15	\$9.53	\$7.80	\$915.48
2 times per week	\$1,706.52	\$89.82	\$1,796.34	\$20.81	\$9.20	\$1,826.35	\$1,706.52	\$89.82	\$1,796.34	\$19.06	\$13.80	\$1,829.20
3 times per week	\$2,559.77	\$134.72	\$2,694.49	\$31.22	\$13.20	\$2,738.91	\$2,559.77	\$134.72	\$2,694.49	\$28.58	\$19.80	\$2,742.87
4 times per week	\$3,413.01	\$179.63	\$3,592.64	\$41.62	\$17.30	\$3,651.56	\$3,413.01	\$179.63	\$3,592.64	\$38.11	\$25.95	\$3,656.70
5 times per week	\$4,268.28	\$224.54	\$4,490.82	\$52.03	\$21.50	\$4,564.35	\$4,268.28	\$224.54	\$4,490.82	\$47.64	\$32.25	\$4,570.71
6 times per week	\$5,119.53	\$269.45	\$5,388.98	\$62.44	\$27.80	\$5,479.22	\$5,119.53	\$269.45	\$5,388.98	\$57.17	\$41.70	\$5,487.85
6 Yd Compactor												
1 time per week	\$1,023.91	\$53.89	\$1,077.80	\$12.49	\$5.30	\$1,095.59	\$1,023.91	\$53.89	\$1,077.80	\$11.43	\$7.95	\$1,097.18
2 times per week	\$2,047.80	\$107.78	\$2,155.58	\$24.97	\$9.80	\$2,186.45	\$2,047.80	\$107.78	\$2,155.58	\$22.87	\$14.85	\$2,193.30
3 times per week	\$3,071.72	\$161.67	\$3,233.39	\$37.46	\$14.50	\$3,286.45	\$3,071.72	\$161.67	\$3,233.39	\$34.30	\$21.90	\$3,289.59
4 times per week	\$4,095.63	\$215.56	\$4,311.19	\$49.94	\$19.30	\$4,380.43	\$4,095.63	\$215.56	\$4,311.19	\$45.73	\$28.95	\$4,385.87
5 times per week	\$5,119.53	\$269.45	\$5,388.98	\$62.44	\$24.10	\$5,475.52	\$5,119.53	\$269.45	\$5,388.98	\$57.17	\$36.15	\$5,482.30
6 times per week	\$6,143.43	\$323.34	\$6,466.77	\$74.92	\$31.30	\$6,572.99	\$6,143.43	\$323.34	\$6,466.77	\$68.60	\$46.95	\$6,582.32

* Base Rate is based on 4.3333 pick-ups per month at \$39.38/cu.yd. or \$170.65 per month times the compactor size and frequency of pick-ups per week.

** Household Hazardous Waste / RWMA Surcharge Rates are based on rates for the same size of commercial containers and service frequency. Rates for the 1.3 Yard Compactor are based on the rates for the 1.5 Yard Commercial Container.

*** Includes franchise fee impact on the Ponderosa Transfer Station fee.

Commercial Can and Cart Rates

Service Description	Rates Effective 10/1/2010						Rates Effective 10/1/2011					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Hazardous Waste / RWMMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Hazardous Waste / RWMMA Surcharge	Total Rate for Services
Commercial Can	\$23.52	\$1.24	\$24.76	\$0.28	\$0.50	\$25.54	\$23.52	\$1.24	\$24.76	\$0.26	\$0.75	\$25.77
Additional Commercial Can	\$21.77	\$1.15	\$22.92	\$0.26	\$0.50	\$23.68	\$21.77	\$1.15	\$22.92	\$0.24	\$0.75	\$23.91
Commercial Cart	\$47.17	\$2.48	\$49.65	\$0.58	\$1.00	\$51.23	\$47.17	\$2.48	\$49.65	\$0.53	\$1.50	\$51.68
Additional Commercial Cart	\$47.17	\$2.48	\$49.65	\$0.58	\$1.00	\$51.23	\$47.17	\$2.48	\$49.65	\$0.53	\$1.50	\$51.68

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

Recology Yuba - Sutter
County of Yuba
Proposed Rates Effective 10/1/11

Debris Box Rates

Service Description	Rates Effective 10/1/2010						Rates Effective 10/1/2011					
	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services	Base Rate	Franchise Fees	Including Franchise Fees	Ponderosa Transfer Station *	Household Hazardous Waste / RWMA Surcharge	Total Rate for Services
09Yd Dirt/Concrete Debris	\$362.41	\$19.07	\$381.48	\$4.41	5.00	\$390.89	\$362.41	\$19.07	\$381.48	\$4.05	7.50	\$393.03
15 Yd Debris Box	\$291.90	\$15.36	\$307.26	\$3.56	4.20	\$315.02	\$291.90	\$15.36	\$307.26	\$3.26	6.30	\$316.82
20 Yd Debris Box	\$336.80	\$17.73	\$354.53	\$4.11	5.00	\$363.64	\$336.80	\$17.73	\$354.53	\$3.76	7.50	\$365.79
25 Yd Debris Box	\$362.49	\$19.08	\$381.57	\$4.42	5.40	\$391.39	\$362.49	\$19.08	\$381.57	\$4.05	8.10	\$393.72
30 Yd Debris Box	\$397.82	\$20.94	\$418.76	\$4.85	6.00	\$429.61	\$397.82	\$20.94	\$418.76	\$4.44	9.00	\$432.20
40 Yd Debris Box	\$468.39	\$24.65	\$493.04	\$5.72	7.20	\$505.96	\$468.39	\$24.65	\$493.04	\$5.23	10.80	\$508.07
Compactor Rate Per Cubic Yard	\$41.02	\$2.16	\$43.18	\$0.50	\$0.60	\$44.28	\$41.02	\$2.16	\$43.18	\$0.46	\$0.90	\$44.54
Wood Debris Box	\$158.78	\$8.36	\$167.14	\$1.93		\$169.07	\$158.78	\$8.36	\$167.14	\$1.77		\$168.91
15 Yard Tires	\$535.28	\$28.17	\$563.45	\$6.53	\$6.80	\$576.78	\$535.28	\$28.17	\$563.45	\$5.98	\$10.20	\$579.63
20 Yard Tires	\$678.04	\$35.69	\$713.73	\$8.27	\$8.60	\$730.60	\$678.04	\$35.69	\$713.73	\$7.57	\$12.90	\$734.20
25 Yard Tires	\$811.27	\$42.70	\$853.97	\$9.90	\$10.30	\$874.17	\$811.27	\$42.70	\$853.97	\$9.05	\$15.45	\$878.48
30 Yard Tires	\$944.55	\$49.71	\$994.26	\$11.51	\$12.00	\$1,017.77	\$944.55	\$49.71	\$994.26	\$10.55	\$18.00	\$1,022.81
40 Yard Tires	\$1,132.55	\$59.61	\$1,192.16	\$13.81	\$14.30	\$1,220.27	\$1,132.55	\$59.61	\$1,192.16	\$12.65	\$21.45	\$1,226.26
Trip Charge / Same Day Service	\$66.28	\$3.49	\$69.77			\$69.77	\$66.28	\$3.49	\$69.77			\$69.77
Demurrage Charge	\$16.32	\$0.86	\$17.18			\$17.18	\$16.32	\$0.86	\$17.18			\$17.18

* Includes franchise fee impact on the Ponderosa Transfer Station fee.

July 25, 2011

Mr. Keith Martin
Administrator
Regional Waste Management Authority
2100 B Street
Marysville, California 95901

Subject: Rate Review of Recology Yuba-Sutter's Rate Year 2012 Detailed Rate Application

This letter report represents results of NewPoint Group's review of Recology Yuba-Sutter's Rate Year 2012 Detailed Rate Application (Application) submitted by Recology Yuba-Sutter (RYS) for Regional Waste Management Authority (RWMA) jurisdictions.

This letter report is organized into four (4) sections as follows:

- A. *Background of Rate Review*
- B. *Rate Review Findings*
- C. *Analysis of Every Other Week Service Options*
- D. *Recommended Rates.*

There also are three (3) attachments to this letter report.

A. Background of Rate Review

NewPoint Group was selected by the RWMA to review and evaluate the Rate Year 2012 RYS Detailed Rate Application. The RWMA is a joint powers authority comprised of the Counties of Sutter and Yuba; and the Cities of Live Oak, Marysville, Wheatland, and Yuba City (Member Agencies). The RWMA is responsible for coordinating solid waste program planning and reporting for these Member Agencies. RWMA staff also administer an annual rate adjustment process that Member Agencies adopted to regulate refuse collection rates.

RYS provides exclusive refuse collection, recycling, and transfer station operations to Member Agencies in accordance with separate franchise agreements. RYS also provides street sweeping services in the Cities of Marysville and Live Oak, and refuse collection services for Beale Air Force Base (Beale AFB). Each Member Agency has executed a separate franchise agreement with RYS. All of these agreements terminate on the same date (December 31, 2011) and share regional performance goals. The rate adjustment methodology (Guidelines) used for

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this review was agreed to by RYS through franchise agreement amendments with each Member Agency.¹

This report documents results of our rate review. In this background section, we describe the Application, project scope, methodology, and provide variance analyses between projected and actual results for Rate Year 2010, and between projections for Rate Year 2012 and actual results for Rate Year 2010. The remainder of this background section is organized as follows:

1. *Rate Application*
2. *Scope and Methodology*
3. *Variance Analyses.*

1. Rate Application

On March 31, 2011, RYS (formerly known as Yuba-Sutter Disposal, Inc. (YSDI)) submitted its eleventh annual Rate Adjustment Application, to the RWMA and Member Agencies, for Rate Year 2012 (October 1, 2011 to September 30, 2012). This Rate Adjustment Application is subject to the *Rate Adjustment Guidelines for Refuse Collection, Waste Diversion Services & Transfer Station Operations Provided by Yuba-Sutter Disposal, Inc.* adopted by each Member Agency with a franchise agreement amendment (Guidelines).²

RYS can submit a Detailed Rate Adjustment Application in each odd-numbered year and an Indexed Application in each even-numbered year, in accordance with the Guidelines. In accordance with the Guidelines, Rate Year 2012 is a Detailed Rate Year.

RYS's Application projected a Rate Year 2012 net revenue surplus of approximately \$188,601, equivalent to a requested net rate reduction of 0.80 percent, effective October 1, 2011.³ This requested rate decrease does not take into account the agreed upon adjustment for fuel price variance to be calculated in July 2011.

The net requested rate adjustment for the City of Marysville, accounting for the revenues and expenses associated with the street sweeping program, is a rate increase of 1.26 percent (a \$30,483 projected total revenue shortfall). The net requested rate adjustment for Yuba County, accounting for the revenues and expenses associated with the Ponderosa Transfer Station, is a rate reduction of 0.89 percent (a \$59,029 projected total revenue surplus).

¹ As of this writing, the Member Agencies were negotiating terms of a new model franchise agreement and rate setting methodology with RYS.

² On July 25, 2000, the Sutter County Board of Supervisors approved the Guidelines. The Guidelines were later adopted by all the member jurisdictions of the RWMA.

³ Requested rate changes for the City of Marysville (+1.26 percent) and Yuba County (-0.89 percent), vary from the requested 0.80 percent decrease because of Member Agency specific programs for these two jurisdictions.

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We relied on RYS audited financial statements, and internally prepared financial information and operational data for our review. RYS provided audited financial statements for Rate Year 2010 (covering completed Rate Years 2009 and 2010). RYS also provided internally prepared financial information and operational data for Rate Years 2011 (estimated) and 2012 (projected).

2. Scope and Methodology

NewPoint Group verified completeness of the Application, and requested that RYS provide further information and documentation to support the Application. Our review of the Application confirmed that RYS complied with Guidelines requirements and was substantially complete.

NewPoint Group submitted a formal written data request to RYS on April 11, 2011 and subsequent follow-up data requests. NewPoint Group received responses to these data requests between April 25, 2011 and June 16, 2011. On April 19, 2011, NewPoint Group personnel visited RYS offices to (1) review RYS's Application with RYS management, (2) discuss the data needs with RYS management, and (3) conduct a comprehensive site tour of the RYS transfer station and materials recovery facility (MRF), maintenance shop, and yard. NewPoint Group personnel also met with RYS accounting staff on May 12, 2011 and May 19, 2011.

For purpose of this review, we followed the adopted Guidelines. To complete our review, we principally followed Section V of the Guidelines. The purpose of the Guidelines was to: (1) provide long-term rate predictability to Member Agency ratepayers, (2) provide fair and adequate compensation to RYS, and (3) adjust for necessary and agreed-upon changes to compensation over time. The Guidelines provide a framework for RYS rate adjustments based on actual financial results of current operations and anticipated results of future operations.

For this rate review and evaluation, we performed the following tasks:

- Assessed if the Application was mathematically accurate and logically consistent
- Verified that the Application complied with the terms and conditions of the Guidelines
- Reconciled the Application to RYS's Rate Year 2010 audited financial statements
- Reviewed RYS financial information, operation data, and projections for reasonableness
- Assessed attachments and supplemental supporting schedules, worksheets, and documentation
- Reviewed historical actual, estimated, and projected revenues and expenses
- Reviewed cost allocation methods for reasonableness (described in **Attachment A**)
- Reviewed the assignment of revenues and expenses to franchised Member Agency specific programs, and non-franchised and non-RWMA operations
- Reviewed variances in actual versus projected revenues and expenses for Rate Year 2010 and reviewed RYS's explanations for significant variances

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- Obtained and reviewed support for the assumptions used to project Rate Years 2011 and 2012 revenues and expenses
- Confirmed the use of the allowed operating margin
- Confirmed the franchise fee calculation
- Confirmed the accuracy of RYS's calculated revenue requirement and associated rate adjustment
- Confirmed the "most favored nation" disposal and green waste tipping fees
- Analyzed and evaluated every other week (EOW) green waste and recycling program options and calculated associated potential rate changes for these optional service level changes.

The scope of work for this review included the following eight (8) tasks:

1. Verify the completeness of RYS's Rate Adjustment Application
2. Review the Rate Adjustment Application and prepare responses
3. Develop detailed rate adjustments by line item and rate adjustment tables
4. Review proposed adjustments with RWMA and RYS representatives, and clarify outstanding issues
5. Recommend the revenue requirement and the associated rate adjustment
6. Prepare a draft report
7. Prepare a final report
8. Participate in RWMA meetings.

3. Variance Analyses

a. Rate Year 2010 Actual Results versus Rate Year 2010 Projections

The previous detailed rate review was for Rate Year 2010, and resulted in a calculated reduction in base service rates of 4.22 percent (including adjustments for fuel allowances for Rate Years 2008 and 2009). **Table 1**, on the following page, provides a comparison of RYS's actual Rate Year 2010 results with Rate Year 2010 projections from the previous rate review. As shown, RYS realized a net revenue surplus of approximately \$721,000 in Rate Year 2010. While revenues were approximately \$326,000 less than projected, this was offset by a revenue requirement that was approximately \$1.047 million less than projected.

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Table 1
Rate Year 2010 Actual Results Compared to Projections

	FY 2010	FY 2010	Variance	
	Prior Year	Rate Year	Actual vs. Projected	
	Actuals	Adjusted Projection	\$	%
Revenues				
Collection Revenue	\$ 23,667,402	\$ 24,369,185	\$ (701,783)	-2.9%
Member Agency Specific Programs	-	-	-	
Sale of Diverted Material & DOC Payments	2,242,527	1,834,403	408,124	22.2%
Transfer Station Operations	1,547,827	1,579,682	(31,855)	-2.0%
Other Income	-	-	-	
Total Revenue	\$ 27,457,756	\$ 27,783,270	\$ (325,514)	-1.2%
Operating Expenses				
Labor and Related Expense	\$ 9,490,070	\$ 10,539,943	\$ (1,049,873)	-10.0%
Truck and Container Expense	2,856,775	2,386,837	469,938	19.7%
Truck and Container Dept Allocation	(179,481)	(182,458)	2,977	-1.6%
Insurance Expense	596,369	629,876	(33,507)	-5.3%
Equipment Lease	2,215,689	2,228,555	(12,866)	-0.6%
Depreciation	369,149	364,380	4,769	1.3%
Amortization	-	-	-	
Recycling Material Purchases	428,752	591,616	(162,864)	-27.5%
Transfer Station / MRF Operation	211,441	214,793	(3,352)	-1.6%
Transfer Station / MRF Dept Allocation	(551,822)	(586,755)	34,933	-6.0%
Hazardous Waste Operations	-	-	-	
Other Operating Expense	316,209	503,021	(186,812)	-37.1%
General & Administrative	1,298,723	1,308,770	(10,047)	-0.8%
General & Administrative Dept Allocation	(173,893)	(177,929)	4,036	-2.3%
Regional & Corporate Overhead / Charges	1,303,226	1,202,931	100,295	8.3%
Regulatory (non pass-through)	730,587	809,896	(79,309)	-9.8%
Total Operating Expense	\$ 18,911,794	\$ 19,833,476	\$ (921,682)	-4.6%
Operating Margin @ 90%	\$ 2,101,310	\$ 2,203,720	\$ (102,410)	-4.6%
Pass-Through Expenses				
Disposal - Ostrom Road LF	\$ 3,441,511	\$ 3,445,961	\$ (4,450)	-0.1%
Green Waste Processing - Ostrom Road LF	106,745	104,664	2,081	2.0%
Regulatory Fees (pass-through)	999,418	976,990	22,428	2.3%
Member Agency Fees (pass-through)	-	-	-	
Franchise Fees	1,175,523	1,218,459	(42,936)	-3.5%
Total Pass-through Expenses	\$ 5,723,197	\$ 5,746,074	\$ (22,877)	-0.4%
Total Revenue Requirement	\$ 26,736,301	\$ 27,783,270	\$ (1,046,969)	-3.8%
Current Year Shortfall / (Surplus)	\$ (721,455)	\$ -		
Required Revenue Adjustment %	-3.05%	0.00%		

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Rate Year 2010 Revenue Variance

Overall revenues fell short of projections by approximately \$326,000 (a 1.2 percent variance). Collection revenues fell short of projections by approximately \$702,000 (2.9 percent). Recyclable material sales revenues were more than projections by approximately \$408,000 (22.2 percent) with revenues from transfer station operations falling short of projections by approximately \$32,000 (2.0 percent).

Rate Year 2010 Expense Variance

The Rate Year 2010 revenue requirement (equal to operating expenses plus operating margin plus pass through expenses) was approximately \$1.047 million less than projected (a 3.8 percent variance). Operating expenses were approximately \$922,000 less than projected (4.6 percent). Labor and Related Expense, Recycling Material Purchases, and Other Operating Expense experienced the most significant variances with actual expenses lower than projected by approximately \$1.050 million (10.0 percent), \$163,000 (27.5 percent), and \$187,000 (37.1 percent), respectively. Truck and Container Expense also experienced a significant variance, with the actual expense more than projected by approximately \$470,000 (19.7 percent).

The lower Labor and Related Expense was due to: (1) the continuing decline in the collection business, (2) a credit allocation for shared local employees that RYS applied to wages and benefits in this Application but had applied to management fees in prior applications, and (3) significant savings in workers compensation insurance due to improved claims experience.

The reduction in Recycling Material Purchases largely resulted from a decline in aluminum purchases. The lower Other Operating Expense was caused by: (1) a reduction in temporary labor due to the lack of construction and demolition (C&D) material received in Rate Year 2010, (2) a reduction in communication expenses related to the company's Routeware GPS tracking system, and (3) a reduction in facility repairs and engineering expenses.

The increase in Truck and Container Expense reflects the fact that Rate Year 2010 projections contained Rate Year 2008 and 2009 fuel "true-up" adjustments that reduced the projected expense by \$540,009. Without these adjustments, the total variance in Truck and Container Expense would be minor with the actual expense less than projected by \$70,071 (2.9 percent).

Pass-through Expenses were approximately \$23,000 (0.4 percent) less than projected, with Disposal expense \$4,450 (0.1 percent) less than projected, Green Waste Processing expense \$2,081 more than projected, and Franchise Fees approximately \$43,000 less than projected due to the reduced Revenue Requirement.

Attachment 5 of the Application provides additional information on the variances between Rate Year 2010 actual and projected results.

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b. Rate Year 2012 Projections versus Rate Year 2010 Actual Results

Table 2, on the following page, provides a comparison of RYS's Rate Year 2012 projections with Rate Year 2010 actual results. RYS's Application incorrectly calculated an Operating Margin of \$2,162,037 by omitting the Operating Margin on compost processing (Attachment 1F of the Application) of \$65,710. NewPoint Group corrected this oversight. As shown in column 3 of Table 2, the corrected Application projects a Rate Year 2012 net surplus of approximately \$119,000, equal to a 0.51 percent rate decrease.

Comparison of Rate Year 2012 and 2010 Revenues

RYS projected Collection Revenues to decline by approximately \$234,000 (1.0 percent) between 2010 and 2012. This projection accounts for the 1.0 percent rate increase approved by the RWMA in October 1, 2010, and the negative impact of projected lost business of 0.2 percent, 2.9 percent, and 8.1 percent, respectively, for residential, commercial, and debris box services. RYS projected revenues from the Sale of Recyclable Materials to decrease by approximately \$9,000 (0.4 percent). RYS projected revenue from transfer station operations to decrease by approximately \$293,000 due to lost volume from regular business. Overall, in the Application, RYS projected a net decrease in revenues of approximately \$536,000 (2.0 percent) between Rate Year 2010 and Rate Year 2012.

Comparison of Rate Year 2012 and 2010 Expenses

RYS projected Rate Year 2012 Operating Expenses to be approximately \$1.138 million (6.0 percent) more than Rate Year 2010. The most significant projected expense increases are a projected Labor and Related Expense increase of approximately \$718,000 (7.6 percent), and a projected Truck and Container Expense increase of approximately \$778,000 (27.2 percent). RYS indicated that the increase in Labor and Related Expense was due to anticipated wage and benefit increases for both union and nonunion employees in Rate Years 2011 and 2012, and the increase in Truck and Container Expense was largely attributed to projected fuel prices for Rate Years 2011 and 2012.

RYS projected Pass-through Expenses to decrease by approximately \$1.199 million (20.9 percent). This projected decline is largely the result of eliminating the rate stabilization fund surcharge (\$999,418) implemented in Rate Year 2010. The rate stabilization fund was implemented, in lieu of the calculated rate decrease, to offset future rate increases and/or fund anticipated future capital improvements (e.g., improvements to the intersection of Levee Road and Highway 20, and methane gas controls for the closed Marysville Landfill). RYS also projected Disposal expenses to decrease by approximately \$205,000 (6.0 percent) as a result of projected decreases in disposal tonnages.

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Table 2
Rate Year 2012 Projections Compared to Rate Year 2010 Actual Results

	FY 2010 Prior Year Actuals	FY 2012 Rate Year Projection	Corrected FY 2012 Rate Year Projection	Impact on Rates Amount of Rate Increase / (Decrease)	
Revenues					
Collection Revenue	\$ 23,667,402	\$ 23,433,384	\$ 23,433,384	\$ (234,018)	-1.0%
Member Agency Specific Programs	-	-	-	-	-
Sale of Diverted Material & DOC Payments	2,242,527	2,233,270	2,233,270	(9,257)	-0.4%
Transfer Station Operations	1,547,827	1,254,615	1,254,615	(293,212)	-18.9%
Other Income	-	-	-	-	-
Total Revenue	\$ 27,457,756	\$ 26,921,269	\$ 26,921,269	\$ (536,487)	-2.0%
Operating Expenses					
Labor and Related Expense	\$ 9,490,070	\$ 10,208,447	\$ 10,208,447	\$ 718,377	7.6%
Truck and Container Expense	2,856,775	3,634,501	3,634,501	777,726	27.2%
Truck and Container Dept Allocation	(179,481)	(216,775)	(216,775)	(37,294)	20.8%
Insurance Expense	596,369	611,976	611,976	15,607	2.6%
Equipment Lease	2,215,689	2,045,937	2,045,937	(169,752)	-7.7%
Depreciation	369,149	352,492	352,492	(16,657)	-4.5%
Amortization	-	-	-	-	-
Recycling Material Purchases	428,752	384,667	384,667	(44,085)	-10.3%
Transfer Station / MRF Operation	211,441	208,851	208,851	(2,590)	-1.2%
Transfer Station / MRF Dept Allocation	(551,822)	(569,187)	(569,187)	(17,365)	3.1%
Hazardous Waste Operations	-	-	-	-	-
Other Operating Expense	316,209	326,404	326,404	10,195	3.2%
General & Administrative	1,298,723	1,355,743	1,355,743	57,020	4.4%
General & Administrative Dept Allocation	(173,893)	(187,249)	(187,249)	(13,356)	7.7%
Regional & Corporate Overhead / Charges	1,303,226	1,337,330	1,337,330	34,104	2.6%
Regulatory (non pass-through)	730,587	556,585	556,585	(174,002)	-23.8%
Total Operating Expense	\$ 18,911,794	\$ 20,049,722	\$ 20,049,722	\$ 1,137,928	6.0%
Operating Margin @ 90%	\$ 2,101,310	\$ 2,162,037	\$ 2,227,747	\$ 126,437	6.0%
Pass-Through Expenses					
Disposal - Ostrom Road LF	\$ 3,441,511	\$ 3,236,495	\$ 3,236,495	\$ (205,016)	-6.0%
Green Waste Processing - Ostrom Road LF	106,745	122,175	122,175	15,430	14.5%
Regulatory Fees (pass-through)	999,418	-	-	(999,418)	-100.0%
Member Agency Fees (pass-through)	-	-	-	-	-
Franchise Fees	1,175,523	1,162,239	1,165,698	(9,825)	-0.8%
Total Pass-through Expenses	\$ 5,723,197	\$ 4,520,909	\$ 4,524,368	\$ (1,198,829)	-20.9%
Total Revenue Requirement	\$ 26,736,301	\$ 26,732,668	\$ 26,801,837	\$ 65,536	0.2%
Current Year Shortfall / (Surplus)	\$ (721,455)	\$ (188,601)	\$ (119,432)	\$ 602,023	-83.4%
Prior Year Shortfall/(Surplus)				\$ (721,455)	-3.05%
Current Shortfall/(Surplus)				\$ (119,432)	-0.51%

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B. Rate Review Findings

Table 3, on the following page, provides a summary of our recommended adjustments to the RYS Application. Total adjustments result in a projected Rate Year 2012 revenue surplus of approximately \$551,039, equal to a decrease in base service rates of 2.35 percent. Below, we discuss rate adjustment findings. The estimated impact of the adjustment on the revenue requirement is noted in bold, following each finding.

Revenues

1. Collection Revenue

RYS projected Collection Revenue to decrease by approximately \$234,000 for Rate Year 2012 versus Rate Year 2010. This projected decrease is a combination of the impact of the 1.0 percent rate increase received on October 1, 2010 and projected Rate Year 2011 revenue decreases of 0.2 percent, 2.9 percent, and 8.1 percent, respectively, for residential, commercial, and debris box services due to lost business based on year-to-date 2011 trends. RYS projected no further change in Collection Revenues for Rate Year 2012.

Adjustment – No adjustment.

2. Sale of Diverted Material & DOC Payments

RYS projected revenues associated with the sale of recyclables to decrease by approximately \$9,000 for Rate Year 2012 versus Rate Year 2010. This projected decrease is a combination of (1) the impact of increased commodity revenues due to higher prices for recycling commodities, and (2) reduced biomass (wood fuel) and compost revenues largely due to anticipated volume decreases as a result of the decline in C&D materials received. RYS projected no further change in revenues from the sale of recyclables in Rate Year 2012.

RYS assumed revenues received from the RWMA to support event recycling and recycling brochures would continue at the same level in Rate Year 2011. We increased event recycling revenues from \$6,000 to \$7,500 to equal the expected amount RYS will bill the RWMA in Rate Year 2012.⁴ This adjustment increased projected revenues by **\$1,500** for Rate Year 2012.

We also increased revenues expected from the California Department of Resources Recycling and Recovery (CalRecycle) for the curbside supplemental payment. We increased the Rate Year 2012 amount from \$3,031 in the Application to \$35,000. We expect CalRecycle to make curbside supplemental payments in Rate Year 2012 at an abbreviated amount, equal to approximately 50 percent of typical levels. This adjustment increased projected revenues by **\$31,969** for Rate Year 2012.

⁴ The original supporting documentation provided by RYS had \$0 for event recycling. RYS revised supporting documentation, tied to the Application, showed \$6,000 for event recycling.

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Table 3
Recommended Adjustments to Rate Year 2012 Detailed Rate Application

	FY 2012 Rate Year Projection	Corrected FY 2012 Rate Year Projection	Adjustments (=Adjusted Amount - Corrected FY 2012 Rate Year Projection)	Adjusted Amount
Revenues				
Collection Revenue	\$ 23,433,381	\$ 23,433,381		\$ 23,433,381
Member Agency Specific Programs	-	-		-
Sale of Diverted Material & DOC Payments	2,233,269	2,233,269	33,469	2,266,738
Transfer Station Operations	1,254,615	1,254,615		1,254,615
Other Income	-	-		-
Total Revenues	\$ 26,921,265	\$ 26,921,265	\$ 33,469	\$ 26,954,734
Operating Expenses				
Labor and Related Expense	\$ 10,208,446	\$ 10,208,446	\$ (70,322)	\$ 10,138,124
Truck and Container Expense	3,634,503	3,634,503	(396,169)	3,238,333
2010 Fuel True-up Adjustment	-	-	22,794	22,794
2011 Fuel True-up Adjustment	-	-	256,836	256,836
Truck and Container Dept. Allocation	(216,776)	(216,776)	1,143	(215,633)
Insurance Expense	611,976	611,976		611,976
Equipment Lease	2,045,936	2,045,936	(2,970)	2,042,966
- Lease Credits Back to Ratepayers	-	-	(3,699)	(3,699)
Depreciation	352,492	352,492		352,492
Amortization	-	-		-
Recycling Material Purchases	384,668	384,668		384,668
Transfer Station / MRF Operation	208,851	208,851		208,851
Transfer Station / MRF Dept. Allocation	(569,190)	(569,190)	(131,563)	(700,753)
Hazardous Waste Operations	-	-		-
Other Operating Expense	326,403	326,403	(11,553)	314,850
General & Administrative	1,355,743	1,355,743		1,355,743
General & Administrative Dept. Allocation	(187,245)	(187,245)		(187,245)
Regional & Corporate Overhead / Charges	1,337,330	1,337,330		1,337,330
Regulatory (non pass-through)	556,587	556,587		556,587
Total Operating Expenses	\$ 20,049,724	\$ 20,049,724	\$ (335,503)	\$ 19,714,221
Operating Margin @ 90%	\$ 2,162,038	\$ 2,227,747	\$ (37,278)	\$ 2,190,469
Pass-Through Expenses				
Disposal - Ostrom Road LF	\$ 3,236,492	\$ 3,236,492	\$ (3,386)	\$ 3,233,106
Green Waste Processing - Ostrom Road LF	122,175	122,175	(393)	121,782
Regulatory Fees (pass-through)	-	-		-
Member agency fees (pass-through)	-	-		-
Franchise Fees	1,162,240	1,165,698	(21,581)	1,144,117
Total Pass-through Expenses	\$ 4,520,907	\$ 4,524,365	\$ (25,360)	\$ 4,499,005
Total Revenue Requirement	\$ 26,732,669	\$ 26,801,836	\$ (398,141)	\$ 26,403,695
Rate Year Shortfall (Surplus)	\$ (188,596)	\$ (119,429)	\$ (431,610)	\$ (551,039)
Required Revenue Adjustment Percent	-0.80%	-0.51%	-1.84%	-2.35%

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Adjustment – Total sale of diverted material & DOC payment adjustment = \$1,500 + \$31,969 = \$33,469.

3. Transfer Station Operations

RYS projected Transfer Station Operation revenues to decrease by approximately \$293,000 for Rate Year 2012 versus Rate Year 2010. This projected decrease is due to lost volume from regular business in Rate Year 2011, and no further changes in Rate Year 2012. We verified that these declining transfer station revenue trends occurred for year-to-date 2011 and thus were supportable.

Adjustment – No adjustment.

4. Other Income

RYS removed Rate Year 2010 revenues of approximately \$29,000 associated with interest charged on delinquent accounts and other miscellaneous non-regulated revenues, in accordance with the Guidelines.

Adjustment – No adjustment.

Operating Expenses

1. Standard Expense Escalation

RYS escalated expenses for Rate Years 2011 and 2012, excluding wages and benefits, by the annual Consumer Price Index (CPI) of 1.3 percent, consistent with the change in the CPI – All Urban Consumers, West Urban Index, All Items, for December 2009 to December 2010. We verified this CPI was consistent with the Guidelines and the appropriate CPI to use for escalation purposes.

Adjustment – No adjustment.

2. Labor and Related Expense

RYS projected Labor and Related Expense to increase by approximately \$718,000 between Rate Year 2010 and Rate Year 2012. This projected increase accounts for contractually obligated union wage and benefit increases and projected wage and benefit increases for non-union employees.

We reduced transfer station driver labor costs by 0.5 person years (PYs) to match the expected reduction in transfer station self haul volumes for Rate Year 2012. The Application did not include adjustments to Rate Years 2011 and 2012 labor to reflect the declining transfer station business the company has experienced. We calculated this labor cost reduction as 50

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percent of the fully loaded wages and benefits for a transfer station driver in Rate Year 2012.⁵ This adjustment reduced projected labor expenses by **\$43,329** for Rate Year 2012.

We reduced debris box driver labor costs by 0.5 person years (PYs) to match the reductions and continued expected declines in debris box activity for Rate Year 2012. We calculated this reduction in labor costs as 50 percent of the fully loaded wages and benefits for a debris box driver in Rate Year 2012.⁶ This adjustment reduced projected expenses by **\$43,145** for Rate Year 2012.

For non-union pension costs, RYS included a significant adjustment in RY 2011 equal to 25.6 percent over RY 2010. During the same period union pension costs increased 8.0 percent. RYS indicated this adjustment was necessary to meet increasing pension obligations for non-union employees because of lower interest rates. We requested that RYS provide supporting documentation to substantiate this non-union pension cost adjustment. RYS substantiated that, even with the escalations RYS used for RY 2011 and RY 2012, RYS non-union pension amounts for RY 2012 remain below Recology's corporate-wide non-union pension guideline of 17.3 percent of gross wages. RYS also suggested that Recology corporate indicated that non-union pension contributions will remain at similar levels for the next several years. As a result, we made no adjustment to non-union pension amounts for RY 2012.

We increased Labor and Related Expense to account the fact that the City of Colusa's Labor and Related Expense related to MRF processing was not included in the Application. This adjustment increased projected expenses by **\$16,152** for Rate Year 2012.

Adjustment – Total labor and related expense adjustment = $-\$43,329 - \$43,145 + \$16,152 = -\$70,322$.

3. Truck and Container Expense

RYS projected Truck and Container Expense to increase by approximately \$778,000 between Rate Year 2010 and Rate Year 2012. This projected increase is largely due to anticipated fuel and oil cost increases of approximately \$418,000 for Rate Year 2011 (based on a projected average fuel price of \$3.65 per gallon), and \$299,000 for Rate Year 2012 (based on a projected average fuel price of \$4.25 per gallon).

Based on our review, and at the direction of the RWMA, we made the following adjustments:

⁵ The transfer station driver regular hourly rate, for Rate Year 2012, is based on the actual hourly rate in Rate Year 2010 and hourly rate increases indicated in the union labor agreement.

⁶ The debris box driver regular hourly rate, for Rate Year 2012, is based on the actual hourly rate in Rate Year 2010 and hourly rate increases indicated in the union labor agreement.

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- We reduced the Rate Year 2012 off-road fuel tax refund projected by RYS in the Application. We received additional documentation available after RYS submitted the Application showing a reduction in the company's off-road fuel tax refund received following an audit. This adjustment increased projected expenses by **\$20,000** for Rate Year 2012
- We corrected the supporting documents provided by RYS to reflect total fuel use (diesel plus gasoline) for Rate Year 2012 of 467,152 gallons (456,265 gallons diesel + 10,887 gallons gasoline) rather than the 478,039 gallons originally shown (467,152 gallons diesel + 10,887 gallons gasoline). We corrected the supporting documents provided by RYS to reflect a total RY 2012 fuel cost of \$1,943,789 rather than the \$1,990,059 originally provided. This correction had no impact on the revenue requirement as the Application used the correct total cost of \$1,943,789 for total fuel usage
- We reduced the projected Rate Year 2012 average diesel fuel price to \$3.369 per gallon to reflect the annual average of the RRI fuel index (Energy Information Administration, U.S. Department of Energy, California #2 Diesel Fuel, Retail Sales by All Sellers) for the April 2010 to March 2011 time period. RYS projected a Rate Year 2012 average price of \$4.250 per gallon for diesel fuel, gasoline, and lubricating oil in the Application. This adjustment reduced projected expenses by **\$411,559** for Rate Year 2012
- RYS adjusted oil costs at the same rate as fuel costs for 2011 and 2012. We reduced the Rate Year 2012 oil costs to reflect the same rate of adjustments for diesel fuel noted above. This adjustment reduced projected oil expenses by **\$25,023** for Rate Year 2012.

To account for the non-RWMA share of these adjustments, we reduced the Truck and Container Expense adjustments noted above by **4.9 percent**.⁷ Thus, while the total Truck and Container adjustments noted above equal -\$416,582, -\$396,169 is included to account for allocations to RWMA jurisdictions.

As recommended by the RWMA in its June 8, 2011 meeting, the projected Rate Year 2012 fuel costs need to be trued up by comparing the difference between the actual fuel price paid and the projected fuel price (and multiplying this difference by an agreed to volume of diesel fuel), for Rate Year 2010 and Rate Year 2011 (through June 2011). We included the true-up figures for adjustments relative to the Rate Years 2010 and 2011 fuel allowances and actual fuel prices in our analysis. The RWMA provided this fuel true-up adjustment information (see **Attachment C** for details of these adjustments). We increased the Rate Year 2012 fuel costs by **\$22,794** and **\$256,836**, respectively, to account for these Rate Year 2010 and 2011 fuel true-up adjustments.

Adjustment – Total truck and container expense adjustment = (\$20,000 - \$411,559 - \$25,023) = \$416,582 x (1- 4.9%) = -\$396,169 + \$22,794 + \$256,836.

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4. Truck and Container Department Allocation

RYS allocated Truck and Container Department expenses to refuse collection services, recycling, transfer station / MRF operations, and composting processing (RWMA activities); Marysville street sweeping; Live Oak street sweeping; Beale AFB; and non-franchised activities (non-RWMA activities) based on route days and green waste tons. RYS allocated Truck and Container Department expenses of approximately \$217,000 to non-RWMA activities. This represents an increase of approximately \$37,000 in the amount allocated to non-RWMA activities in Rate Year 2012 as compared to Rate Year 2010.

We increased the allocation of Truck and Container Department expenses to Non-RWMA activities from 4.5 percent (used in the Application) to 4.9 percent of total Truck and Container Department expenses. This was a calculation error in the Application. We also reduced Rate Year 2012 total Truck and Container Department Allocation expenses by \$416,582 to reflect the total fuel and oil expense adjustment made for RWMA, Member Agency specific programs, and non-RWMA activities. This adjustment resulted in a small increase in projected expenses of **\$1,143** for Rate Year 2012.

Adjustment – Total truck and container department allocation adjustment = \$1,143.

5. Insurance Expense

RYS projected Insurance Expense to increase by approximately \$16,000 for Rate Year 2012 versus Rate Year 2010, based on CPI escalations. We found these adjustments resulted in a reasonable Rate Year 2012 projection for Insurance Expense.

Adjustment – No adjustment.

6. Equipment Lease

RYS projected Equipment Lease expenses to decline by approximately \$170,000 for Rate Year 2012 versus Rate Year 2010. This projected reduction accounts for (1) the impacts of converting leases to eight years at prime interest rate, (2) a full year of increasing lease expenses for assets already placed in service, (3) leases expiring in Rate Years 2011 and 2012 that were on hand before, and (4) the addition of new leased equipment to be placed in service during Rate Years 2011 and 2012.

Based on our review, we made the following adjustments, at the direction of the RWMA (see **Attachment B** for support of these adjustments):

⁷ See Truck and Container Department Allocation adjustment discussion for how we arrived this 4.9 percent.

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- We reduced Rate Year 2012 lease expenses for retrofits on vehicles (Vehicle Unit Numbers 13009 and 13037) that have been transferred from the RYS fleet. This adjustment reduced projected expenses by **\$2,970** for Rate Year 2012
- We made equipment lease credits back to rate payers, for Rate Year 2012, on remaining retrofit costs of equipments that were retrofitted and then transferred from the RYS fleet prior to the schedule established in prior franchise agreement amendments. This adjustment reduced projected expenses by **\$3,699** for Rate Year 2012.

Adjustment – Total equipment lease adjustment = -\$2,970 -\$3,699 = -\$6,669.

7. Depreciation

RYS projected Depreciation expenses to decrease by approximately \$17,000 for Rate Year 2012 versus Rate Year 2010. We verified that this reduction was consistent with RYS's detailed depreciation schedule.

Adjustment – No adjustment.

8. Amortization

RYS reported no expenses for this line item.

Adjustment – No adjustment.

9. Recycling Material Purchases

RYS projected Recycling Material Purchases expense to decrease by \$44,000 for Rate Year 2012 versus Rate Year 2010 due to reduced commodity volumes and relatively flat prices, as well as no cost of goods sold for compost processing. We found this adjustment resulted in a reasonable Rate Year 2012 projection for Recycling Material Purchases.

Adjustment – No adjustment.

10. Transfer Station / MRF Operation

RYS projected Transfer Station / MRF Operations expenses to slightly decrease by approximately \$2,600 for Rate Year 2012 versus Rate Year 2010 due to the combined impact of a reduction in the facility repairs for Rate Year 2011, and the CPI escalation for this line item. We found Rate Year 2012 Transfer Station / MRF Operation expenses appeared reasonable.

Adjustment – No adjustment.

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11. Transfer Station / MRF Department Allocation (MRF Processing Costs)

RYS allocated Transfer Station / MRF Department expenses to refuse collection services (RWMA activities); the Ponderosa Transfer Station; Beale Air Force Base (AFB); and non-franchised activities (non-RWMA activities) based on refuse tons.

In mid 2007, Recology Butte Colusa County (RBCC), a Recology subsidiary, started bringing curbside and source-separated materials to the RYS MRF for processing. In addition, in February 2011, RBCC began bringing the City of Colusa's curbside recyclable materials to the RYS MRF. RYS allocated MRF processing costs to RBCC for processing their recycling materials, by calculating a per ton MRF processing rate based on labor, capital, operating and maintenance costs, residue disposal costs, and overhead costs.

RYS allocated Transfer Station / MRF Department expenses of approximately \$569,000 to non-RWMA activities in Rate Year 2012. This represents an increase of approximately \$17,000 in the amount allocated to non-RWMA activities in Rate Year 2012 as compared to Rate Year 2010. Of this total allocation, RYS allocated \$412,747 to RBCC and \$156,443 to Beale AFB, to process curbside and source-separated materials delivered to the MRF. In the Application, as the operations had just begun, RYS had not allocated MRF processing costs to RBCC for City of Colusa materials.

We increased the allocation of MRF processing costs to RBCC (non-RWMA), and added an additional allocation of MRF processing costs to RBCC for City of Colusa processing. We based the MRF processing cost allocation on RBCC's share of the following additional Rate Year 2012 expenses (not originally included for RBCC allocation purposes in the Application):

- A loader cost
- A MRF foreperson (fully-loaded labor cost)
- Corrected labor base hourly rates and pension rates to reflect current labor agreement rates effective on October 1 each year
- Fuel escalations (consistent with other fuel projections)
- New planned MRF equipment expenditures (MRF leveling, paper processing screen modification, and CAP MRF repairs)
- Regional management expense
- Residue disposal costs for all residues from mixed recycling tons
- City of Colusa's share of labor cost for sorters
- City of Colusa's residue disposal cost.

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We allocated MRF processing costs to the City of Colusa based on approximately 412 tons of Rate Year 2012 City of Colusa recycling tons. We estimated City of Colusa tonnage based on annualizing two months of tonnage received in March and April of 2011. This adjustment to increase the allocation of expenses for non-RWMA activities had the impact of reducing projected Rate Year 2012 RWMA expenses by **\$131,563**.

There are 44 Butte County residential customers, and 24 Plumas County customers (19 residential and 5 commercial customers) currently served by RYS. The revenues and expenses for these non-RWMA customers historically have been included within RWMA activities. We reviewed the revenues and allocated expenses associated with service to these non-RWMA areas, as provided by RYS. In reviewing the expenses of these 68 Butte and Plumas County customers, we noted that, consistent with the RYS cost allocation methodology, RYS used "route days" as a basis for allocating most shared expenses to these areas, and thus the expenses allocated to the 68 customers were fully reflective of the lower productivity (and higher cost per hour) required to service these more remote areas. We determined that shifting the revenues and expenses from RWMA to non-RWMA activities resulted in a negligible impact to our rate change recommendations. We recommend, for future rate applications, that RYS prepare a separate schedule to delineate the revenues and expenses associated with providing service to these 68 Butte County and Plumas County customers and to treat these activities as non-RWMA activities.

Adjustment – Total transfer station / MRF department allocation adjustment = -\$131,563.

12. Hazardous Waste Operations

RYS reported no expenses for this line item.

Adjustment – No adjustment.

13. Other Operating Expense

RYS projected Other Operating Expense to increase by approximately \$10,000 for Rate Year 2012 versus Rate Year 2010, largely due to CPI escalations.

Within Other Operating Expense, we identified non-allowable expenses, primarily associated with auction (non-market) purchases of beef and pork to use for year-end employee recognition and end-of-year functions. We reduced Other Operating Expense to account for these non-allowable expenses. This adjustment reduced projected expenses by **\$11,553** for Rate Year 2012.

Adjustment – Other operating expense adjustment = -\$11,553.

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14. General & Administrative

RYS projected General & Administrative expenses to increase by approximately \$57,000 for Rate Year 2012 versus Rate Year 2010, largely due to CPI escalations. RYS reduced General & Administrative expenses by approximately \$137,000 for non-allowable expenses.

Adjustment – No adjustment.

15. General & Administrative Department Allocation

RYS allocated General & Administrative Department expenses to RWMA collection services, recycling, and transfer station / MRF operations (RWMA activities) and Beale AFB and non-franchise (non-RWMA activities), based on actual Rate Year 2010 revenues and projected revenues in Rate Years 2011 and 2012. RYS allocated General & Administrative Department expenses of approximately \$187,000 to non-RWMA activities in Rate Year 2012. This represents an increase of approximately \$13,000 in amount allocated to non-RWMA activities in Rate Year 2012 as compared to Rate Year 2010.

Adjustment – No adjustment.

16. Regional & Corporate Overhead / Charges

RYS projected Regional & Corporate Overhead / Charges expenses to increase by approximately \$34,000 for Rate Year 2012 versus Rate Year 2010, due to CPI escalations. We verified that the methodology used to allocate regional and corporate overhead charges was consistent with that used for prior applications.⁸

Adjustment – No adjustment.

17. Regulatory (Non Pass-through)

RYS projected non pass-through Regulatory expense to decrease by approximately \$174,000 for Rate Year 2012 versus Rate Year 2010. RYS projected the Marysville fee to decrease by approximately \$47,000 to reflect the projected decrease in tonnage to the transfer station for Rate Year 2011. RYS removed an amount of \$126,674 for YSDI Landfill closure/post closure costs for Rate Year 2012 as RYS expects interest earnings to cover the additional funding requirements related to annual State CPI increase calculations for closure/post closure.

Adjustment – No adjustment.

⁸ There was an adjustment to reduce the amount of regional management costs allocated to RWMA member agencies (by allocating more of these costs to RBCC). However, that adjustment is included in the Transfer Station / MRF Department Allocation finding number #11.

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Operating Margin

RYS made an Operating Margin calculation error by omitting the Operating Margin for compost processing (Attachment 1F) of \$65,710. We corrected this calculation error as shown in the third column of Table 2. In addition, we reduced the operating margin based on reductions in allowable costs (findings above related to Operating Expenses). This adjustment reduced the projected operating margin by another **\$37,278** for Rate Year 2012.

Adjustment – Total operating margin adjustment = -\$37,278.

Pass-Through Expenses

1. Disposal – Ostrom Road Landfill

The Guidelines requires that RWMA be charged a rate at Ostrom Road Landfill no higher than the rate charged to non-RWMA members (“most favored nation”). RYS provided a copy of the internal price sheet and other documentation for Ostrom Road Landfill to support that RWMA member agencies are currently charged no more than non-RWMA users of the landfills.

RYS projected Ostrom Road Landfill Disposal expense to decrease by approximately \$205,000 for Rate Year 2012 versus Rate Year 2010. RYS reduced Disposal expense by approximately \$284,000 in Rate Year 2011 to account for a projected decrease of 10,200 tons based on December year-to-date volumes. RYS projected MSW tipping fees to increase by \$0.91 per ton from \$27.67 per ton in the Rate Year 2010 rates to \$28.58 per ton projected in Rate Year 2012 rates.

The current (May 2011) tip fee charged to Nevada County for MSW is \$27.88 per ton. In the Application, RYS increased this tip fee to \$28.58 per ton based on (1) projecting an increase to \$27.96 per ton for Rate Year 2011, and (2) adjusting this per ton figure based on a projection using the Nevada County tipping fee adjustment methodology. The \$27.96 per ton figure was adjusted based on 90 percent of the change between the February 2010 to February 2011 designated CPI index (2.214 percent), though per the Nevada County agreement the tipping fee rate will be adjusted beginning December 2011 based on 90 percent of the change in the August 2010 to August 2011 designated CPI index.

The current "most favored nations" tip fee of \$27.88 per ton should be used as the basis for adjustments for future projected tip fees. Applying this same CPI based adjustment figure (2.214 percent) to the current most favored nations \$27.88 per ton tip fee results in a projected tip fee of \$28.50 per ton, though this new rate will not become effective until December 2011. Annualizing the current and projected future tipping fee for Rate Year 2012 results in a tip fee figure of \$28.40 per ton.

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Additionally, after submitting its Application, RYS requested a \$0.12 per ton tipping fee increase for MSW tons due to the State Water Resources Control Board (SWRCB) annual permit fee. RYS provided documentation submitted to Nevada County requesting this adjustment, though it has not yet been adopted. The net projected tipping fee for Rate Year 2012 would be \$28.52 per ton if this \$0.12 per ton permit fee is adopted. We used this \$28.52 per ton figure for Rate Year 2012 assuming this \$0.12 per ton fee is adopted. This adjustment reduced projected expenses by **\$6,785** for Rate Year 2012.

We requested and reviewed information related to non-RWMA disposal costs. We reduced hauling cost to account for 69.06 tons of Recology Butte Colusa glass hauled to Sacramento for disposal (Non-RWMA activity). This adjustment reduced projected expenses by **\$1,948** for Rate Year 2012.

We increased Ostrom Road Landfill Disposal expense to account the fact that that the City of Colusa's residue Disposal expense related to MRF processing was not included in the Application. This adjustment increased projected expenses by **\$5,347** for Rate Year 2012.

Adjustment – Total disposal – Ostrom Road Landfill adjustment = -\$6,785 - \$1,948 + \$5,347 = -\$3,386.

2. Green Waste Processing – Ostrom Road Landfill

RYS projected Ostrom Road Landfill Green Waste Processing expense to increase by approximately \$15,000 for Rate Year 2012 versus Rate Year 2010. This projected increase is largely due to projected increases in ADC/MRF screening tons and tipping fees.

We requested and reviewed green waste processing tonnage and tipping fee information. Based on provided tipping fee information, we reduced soil disposal costs to account for the correct disposal rate of \$0.00 per ton rather than \$9.74 per ton, for the 40.30 tons projected for Rate Year 2012. This adjustment reduced projected expenses by **\$393** for Rate Year 2012.

Adjustment – Total green waste processing – Ostrom Road Landfill adjustment = -\$393.

3. Regulatory Fees (Pass-through)

RYS reduced pass-through Regulatory Fees by \$999,418, reflecting discontinuation of the rate stabilization fund surcharge established in Rate Year 2010.⁹

Adjustment – No adjustment.

⁹ The Rate Year 2010 rate review resulted in a rate decrease. Rather than reduce rates the jurisdictions decided to establish the surcharge to provide for anticipated required future capital improvements and rate stabilization funding.

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4. Member Agency Fees (Pass-through)

RYS reported no expenses for this line item.

Adjustment – No adjustment.

5. Franchise Fees

Franchise fees are charged at the rate of 5.0 percent of collection revenues. RYS calculated Rate Year 2012 franchise fees using the Rate Year 2012 projected collection revenues adjusted for the projected revenue surplus multiplied by the franchise fee rate of 5.0 percent.

We re-calculated and reduced franchise fees to account for lower revenue requirement (based on the adjustments above). This adjustment reduced projected expenses by **\$21,581** for Rate Year 2012.

Adjustment – Total franchise fee adjustment = -\$21,581.

C. Analysis of Every Other Week Service Options

In addition to its Application, per RWMA's request, RYS provided saving calculations for three (3) every other week (EOW) green waste and/or recycling scenarios. These three (3) EOW scenarios include:

- Every other week (EOW) green waste service
- Every other week (EOW) recycling service
- Every other week (EOW) both green waste and recycling service.

RYS estimated that there would be savings for Labor and Related Expenses and Truck Operating expenses; additional costs for Lease expenses and Disposal expenses; and a loss of Compost Revenue and Recycling Revenue associated with these options.

RYS estimated total incremental savings of \$99,381, \$146,581, and \$444,642, respectively, for EOW green waste service, EOW recycling service, and both EOW green waste and EOW recycling service options. These total incremental savings would be equivalent to an additional rate reduction of 0.42 percent, 0.63 percent, and 1.90 percent, respectively, for EOW green waste service, EOW recycling service, and both EOW green waste and recycling service options.

For each of the three (3) EOW service options, we reviewed various assumptions used by RYS. We made the following adjustments to RYS's estimates:

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D. Recommended Rates

As a result of the detailed review of the Application, and as shown in Table 3, we recommend a 2.35 percent rate decrease for the Cities of Live Oak, Yuba City, and Wheatland, and for Sutter County. The recommended rate decrease of 2.35 percent for RY 2012 is equivalent to a revenue surplus of \$551,039. For the City of Marysville and Yuba County, our recommended rate decrease varies from the 2.35 percent rate decrease due to the presence of Member Agency specific programs. We projected the City of Marysville to have a revenue shortfall of \$38,310 for street sweeping services in Rate Year 2012, resulting in a recommended rate decrease of 0.61 percent for the City of Marysville. Similarly, we projected Yuba County to have a revenue surplus of \$6,734 for the Ponderosa Transfer Station in Rate Year 2012, resulting in a recommended rate decrease of 2.42 percent for Yuba County.

* * * * *

Should you have any questions regarding the rate review process, or any of the contents of this draft letter report, please do not hesitate to contact me at (916) 442-2456.

Sincerely yours,
NewPoint Group, Inc.



Erik Nylund
Principal

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Attachment A
Cost Allocation Methodology

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Attachment A
Cost Allocation Methodology

RYS structured its Application to include the following expense categories:

- Operating expenses
 - Labor and related expense
 - Truck and container expense
 - Insurance expense
 - Equipment lease
 - Depreciation
 - Recycling material purchases
 - Transfer station / MRF operation
 - Hazardous waste operations
 - Other operating expense
 - General & administrative costs
 - Regional and corporate overhead / charges
 - Regulatory (non pass-through) expense
- Pass-through expenses
 - Disposal – Ostrom Road Landfill
 - Green waste processing – Ostrom Road Landfill
 - Regulatory fees (pass-through)
 - Franchise fees.

RYS assigned expenses from each of the categories above into the following ten (10) business activities:

1. Refuse collection
2. Recycling
3. Transfer station and MRF operation department
4. Truck and container repair department
5. General & administrative department
6. Compost processing

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7. Street sweeping – Marysville
8. Street sweeping – Live Oak
9. Hazardous waste
10. Ponderosa Transfer Station.

RYS allocated expenses within each business activity to RWMA and non-RWMA activities, based on approved allocation methods contained in the Guidelines. **Exhibit 1**, on the following page, illustrates the methods RYS used to allocate costs to RWMA and non-RWMA activities.

Expenses for business activities numbered one (1) through six (6) above, related to both RWMA and non-RWMA activities. These expenses were allocated based on allocation bases including route days, refuse tons, recycling tons, green waste tons, or revenues.

Expenses, for business activities numbered seven (7) through ten (10), were specific to a Member Agency, and were assigned either through direct attribution or allocation (e.g., street sweeping to Marysville and Live Oak, and Ponderosa Transfer Station to Yuba County).

Below, we discuss RYS cost allocations for each business activity, and we note the relative allocation percentages to non-RWMA activities for each business activity:

Refuse Collection

RYS allocated refuse collection costs between RWMA and non-RWMA activities, based on the number of route-days.¹⁰ RYS accumulates historical data on route times and uses this as a basis for determining route days. Route day percentage allocations to non-RWMA activities were 1.8 percent, 5.7 percent, and 7.3 percent, respectively, of residential, commercial, and debris box refuse collection costs.

Recycling

RYS allocated recycling costs, between RWMA and non-RWMA activities, based on the number of recycling route days. The route day percentage allocation to non-RWMA activities was 2.5 percent of recycling costs.

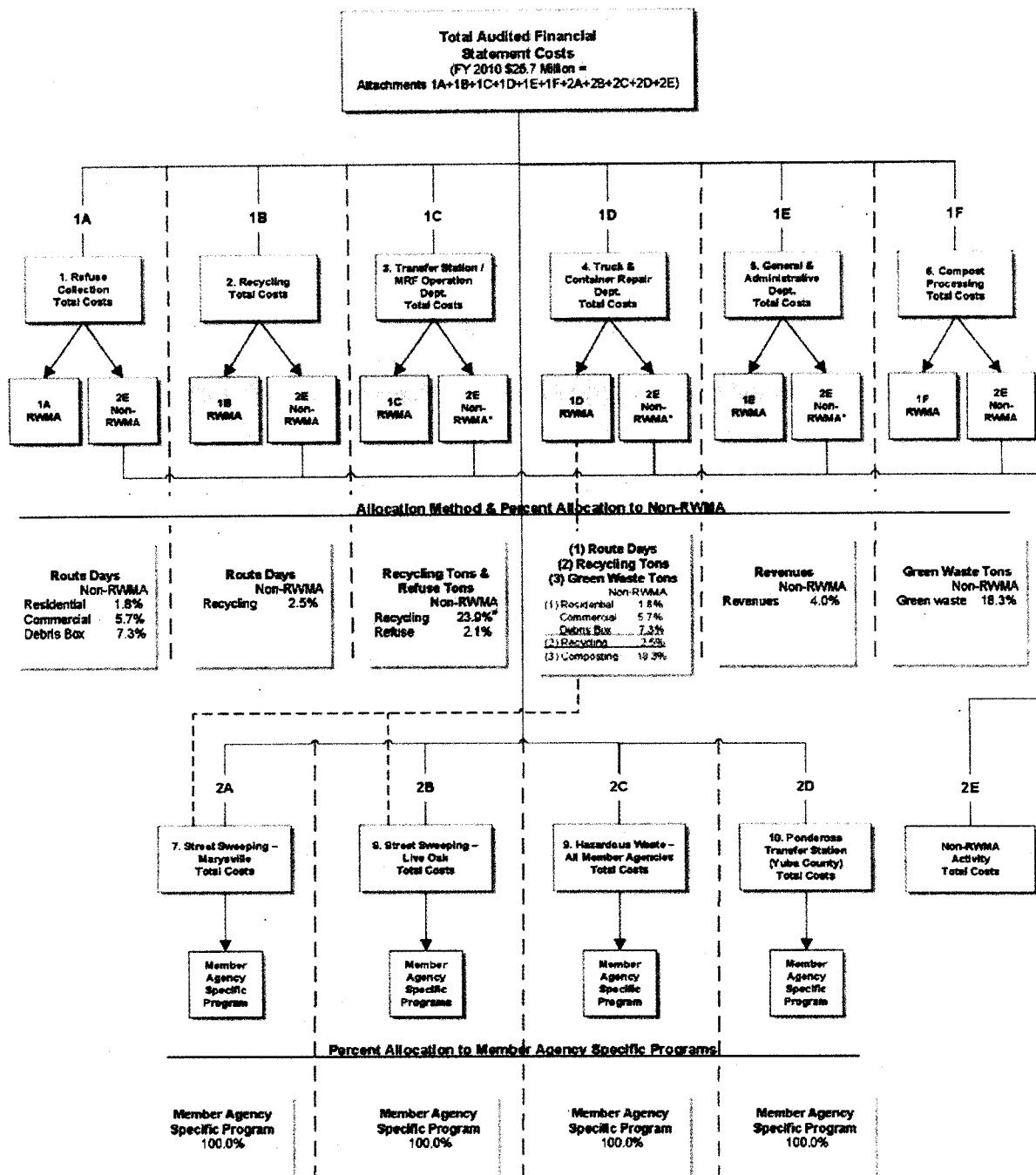
Transfer Station / MRF Operations

RYS transferred most refuse and recyclable materials collected to its transfer station/materials recovery facility (MRF) in Marysville. RYS consolidated and transferred

¹⁰ The number of days spent on each residential, commercial, and/or debris box route.

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Exhibit 1
Recology Yuba-Sutter RWMA and Non-RMWA Cost Allocations
(Rate Year 2010)



* Shown as negative cost adjustments for RWMA activities on Attachments 1C, 1D, and 1E.

* Non-RWMA allocation is 23.9 percent of related MRF processing costs, but not total transfer station / MRF operation department costs.

refuse, and residuals from the sort line, to the Ostrom Road Landfill near Wheatland for disposal.¹¹ This landfill is owned and operated by another Recology subsidiary, Recology Ostrom Road. RYS also processed green waste collected at its composting facility, located on the same property as the Marysville transfer Station / MRF. RYS charged a MRF processing fee to Recology Butte County and Colusa County (RBCC), a neighboring Recology subsidiary, to process curbside and source-separated materials brought to the MRF by RBCC.¹² RYS charged RBCC a per ton processing fee based on RBCC's share of MRF labor, capital, operating and maintenance costs, residue disposal, and overhead costs. For Rate Year 2010, the allocation to RBCC was 23.9 percent of total MRF processing costs.

After deducting MRF processing costs allocated to RBCC, RYS allocated all remaining Transfer Station / MRF Operation expenses between RWMA and non-RWMA (Beale AFB) activities based on refuse tons. The refuse ton percentage allocation to non-RWMA activities was 2.1 percent of total Transfer Station / MRF Operating Department costs less the MRF processing costs allocated to RBCC.

Truck and Container Repair Department

RYS allocated Truck and Container Repair expenses across business activities, including refuse collection, recycling, transfer station / MRF, compost processing, Marysville street sweeping, Live Oak street sweeping. This allocation was based on RYS records of recent actual expenses incurred on each vehicle or piece of equipment assigned to a business activity. RYS then further allocated the expenses between RWMA and non-RWMA activities, based on (1) route days for refuse collection, (2) recycling tons for recycling, and (3) green waste tons for compost processing. RYS directly assigned truck and container repair costs to Member Agency specific programs.

Route day allocations to non-RWMA activities were 1.8 percent, 5.7 percent, and 7.3 percent, respectively, of residential, commercial, and debris box refuse collection costs. The recycling tonnage percentage allocation to non-RWMA activities was 2.5 percent of recycling costs. The green waste tonnage percentage allocation to non-RWMA activities was 18.3 percent of compost processing costs. RYS directly allocated 100 percent of the Marysville and Live Oak street sweeping expenses to Member Agency specific programs.

¹¹ RYS also direct hauled a small portion of collected refuse to Ostrom Road (i.e., without bringing the material to the transfer station to be consolidated).

¹² In mid-2007, RBCC started bringing curbside and source separated materials to the MRF for processing. In February 2011, RBCC began to bring City of Colusa curbside materials to the MRF for processing.

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AURORA

ENVIRONMENTAL, INC.

June 20, 2011

Keith Martin, Administrator
Regional Waste Management Authority
2100 B Street
Marysville, California 95901

Re: Recology Yuba-Sutter Rate Year 2012 Detailed Rate Application – Review Relative to Diesel Engine Particulate Matter Control Retrofits Required by the California Air Resources Board Rules

Dear Keith:

This letter presents the results of the review of Recology Yuba-Sutter's Rate Year 2012 Detailed Rate Application relative to the California Air Resources Board (CARB) Rule pertaining to diesel engine particulate matter control retrofit requirements and the franchise agreement amendments adopted by each of the six member jurisdictions for rates effective October 1, 2005.

1. Adjustments to the Projected Lease Expense schedule included in the Rate Year 2012 Detailed Rate Application for retrofits on vehicles (Unit Numbers 13009 and 13037) that have been transferred from the Recology Yuba-Sutter fleet have been documented in the evaluation report prepared by the NewPoint Group, Inc.
2. The service rates that became effective October 1, 2005 provided for the retrofit of 16 solid waste collection vehicles in Rate Year 2006 and another 16 solid waste collection vehicles in Rate Year 2007. The franchise agreement amendments specify that Recology Yuba-Sutter shall provide the vehicle identification numbers of the retrofitted vehicles within 30 days of their retrofit dates. Recology Yuba-Sutter has not been providing this information within 30 days of the vehicle retrofit dates. An Emission Retrofit Plan was provided during the course of the review of the Rate Year 2012 Detailed Rate Application and only provides the calendar year in which the retrofits were performed or are scheduled to be performed.
3. There are three vehicles (Vehicle Identification Numbers 4V2DCFJE2KU502457, 4V2DCFMD1LU506441 and 4V2DMFMD4SN702623) specifically identified in the franchise agreement amendments that if removed from the fleet, for any reason, prior to the expiration date of the agreement would require that the remaining retrofit costs be credited back to the rate payers on a pro-rated basis. One of these three vehicles, VIN 4V2DMFMD4SN702623, was removed from the Recology Yuba-Sutter fleet as of January 31, 2010. The cost to retrofit this vehicle in December 2004 was \$8,526 and was in service for 61 months out of a 96-month life. Therefore, the adjustment back to the rate payers is:

Adjustment to be spread over the RY 2012 - 2015 rates	\$3,108.44
Annual Adjustment	\$777.11
Operating Margin on Annual Adjustment	\$86.35
Franchise Fees	\$45.44
Annual Adjustment with Operating Margin & Franchise Fees	\$908.90

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June 20, 2011
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4. The franchise agreement amendments for the service rates that became effective October 1, 2005 specified that if any of the other retrofitted vehicles are removed, for any reason, from the active Recology Yuba-Sutter fleet within five years of the date of retrofit, Recology Yuba-Sutter will credit the remaining pro-rated lease cost (from the removal date to the effective date of the next detailed rate application) of that vehicle's retrofit back to the rate payers in the next detailed rate application, including the operating margin charged on these costs.

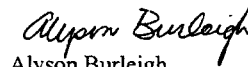
Three (3) vehicles that were retrofitted and then transferred from the Recology Yuba-Sutter fleet since the effective date of the Rate Year 2010 rates have been identified. The following chart documents these vehicles and the amount to be credited to the service rates for Rate Years 2012 through 2015.

Truck Number	Transfer Date	Months Adjustment	Monthly Lease	Total for Fiscal Year
11043	1/31/10	20	\$144.57	\$2,891.40
13037	12/1/09	22	\$121.62	\$2,675.64
13105	11/1/09	23	\$266.19	\$6,122.37
Adjustment to be spread over the 2012 to 2015 rates				\$11,689.41
Annual Adjustment				\$2,922.35
Operating Margin on Annual Adjustment				\$324.71
Franchise Fees				\$170.90
Annual Adjustment with Operating Margin & Franchise Fees				\$3,417.96

5. On the Emissions Retrofit Plan provided in support of the Rate Year 2012 Detailed Rate Application, three vehicles are noted as already retrofitted rather than indicating the retrofit dates and costs. These three vehicles include units numbered 13101, 13105, and 13106. The lease schedule indicates that the lease start date for the retrofit equipment for all three vehicles was 8/1/06 and the cost for each \$18,661.25. The Emissions Retrofit Plan should be updated to reflect this information.

Please let me know if you have any questions.

Sincerely,


Alyson Burleigh
President

cc. Erik Nylund, NewPoint Group, Inc.

Mr. Keith Martin
July 25, 2011

Page 34

Attachment C
Fuel Allowance Letter

Mr. Keith Martin
July 25, 2011

Page 35

AURORA

ENVIRONMENTAL, INC.

July 11, 2011

Keith Martin, Administrator
Regional Waste Management Authority
2100 B Street
Marysville, California 95901

Re: Recology Yuba-Sutter Rate Year 2012 Detailed Rate Application – Review Relative to Fuel Allowances and Adjustments for Actual Fuel Prices for Rate Year 2010 and Rate Year 2011 (through June 2011)

Dear Keith:

This letter summarizes the adjustments to Recology Yuba-Sutter's Rate Year 2012 Detailed Rate Application relative to the fuel allowances and actual fuel prices for Rate Year 2010 and actual fuel prices for Rate Year 2011 (through June 2011). Each of these adjustments is described below, including calculations for each adjustment to be factored into the modifications recommended in the evaluation report regarding the Rate Year 2012 Detailed Rate Application.

Rate Year 2010 Fuel Purchases

In the franchise agreement amendments adopted by each of the six member jurisdictions for rates effective October 1, 2009, a fuel allowance of \$2.65 per gallon and a total of 428,060 gallons was established for Rate Year 2010, and it was agreed that the Rate Year 2011 service rates would be adjusted to reflect the difference between the agreed to and weighted average of the actual fuel prices multiplied by the 428,060 gallon fuel allowance, pro-rated for the first nine months of Rate Year 2010. Pursuant to these agreements, the service rates adopted for Rate Year 2011 included an adjustment of \$40,131 (\$46,937 including the Operating Margin and Franchise Fees) to reflect the \$0.125 per gallon price difference between the fuel price allowance and the actual weighted average fuel price for the first nine months of Rate Year 2010.

The franchise agreement amendments adopted by each of the six member jurisdictions for rates effective October 1, 2009, specified that the Rate Year 2012 service rates will be adjusted to reflect any difference between the rate adjustment calculated for the fuel price difference for the first nine months of Rate Year 2010 included in the Rate Year 2011 rate adjustment and the total adjustment calculated based on the fuel price difference for all of Rate Year 2010. The following chart shows the computation of the additional amount owed to Recology Yuba-Sutter for the fuel price differential for the last three months of Rate Year 2010.

<u>FY 2010 Fuel Purchases</u>	<u>Actual Price to 9/30/10</u>
Average fuel price per gallon (October 2009 - September 2010)	\$2.797
Fuel price per gallon allowance agreed to in Amendment	\$2.650
Price variance over/(under) rate application	\$0.147
Fuel volume allowance (gallons)	428,060
Additional fuel cost for FY 2010	\$62,925
Less fuel cost for (October 2009 – June 2010) included in FY 2011 rates	(\$40,131)
Additional FY 2010 fuel cost to be added to the FY 2012 rates	\$22,794
Operating Ratio	\$2,533
Franchise Fees	\$1,333
Total rate deficit/(excess)	<u>\$26,660</u>

Mr. Keith Martin
July 25, 2011

Page 36

Mr. Keith Martin, Regional Waste Management Authority
July 11, 2011
Page Two

Rate Year 2011 Fuel Purchases (October 2010 – June 2011)

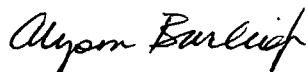
The franchise agreement amendments adopted by each of the six member jurisdictions for rates effective October 1, 2010 specified that as previously agreed, the Rate Year 2012 service rates will also be adjusted to reflect the difference between the agreed to fuel price allowance for Rate Year 2011 and the weighted average of the actual fuel prices for Rate Year 2011. The Rate Year 2011 fuel price allowance was set at \$2.78 per gallon rather than using the \$2.70 per gallon that resulted from the Indexed Rate Adjustment for Rate Year 2011. These franchise agreements also acknowledged that because the agreement term expires at the end of the first three (3) months of Rate Year 2012, adjustments for the Rate Year 2011 fuel price allowance would have to be factored into the service rates for the first three (3) months of Rate Year 2012 which would require that the rate adoption process be slightly delayed. Or, that if the anticipated new agreements were completed by January 1, 2012, provisions could be included in the new agreement for the difference between the agreed to and actual weighted average fuel price for Rate Year 2011 to be included in future rate adjustments.

The next service rate adjustment will reflect any difference between the actual weighted average fuel price for all of Rate Year 2011 compared to the \$2.78 per gallon fuel price allowance and factor in the adjustments made for the first nine months of Rate Year 2011. The following chart shows the computation of the rate adjustment related to the fuel price differential for the first nine months of Rate Year 2011.

	Actual Price to 6/30/11
<u>FY 2011 Fuel Purchases (October 2010 - June 2011)</u>	
Average fuel price per gallon (October 2010 – June 2011)	\$3.580
Fuel price per gallon agreed to in Amendment	<u>\$2.780</u>
Price variance over/(under) rate application	\$0.800
Fuel volume allowance (gallons) (9/12 of 428,060 gallons)	<u>321,045</u>
Additional fuel cost/credit for FY 2011 (first 9 months) to be added to FY 2012 rates	\$256,836
Operating Ratio	\$28,537
Franchise Fees	<u>\$15,020</u>
Total rate deficit/(excess)	<u><u>\$300,393</u></u>

Please let me know if you have any questions.

Sincerely,



Alyson Burleigh
President

cc. Erik Nylund, NewPoint Group, Inc.



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YUBA-SUTTER UNITED WAY

377-11

1521 Butte House Road, Ste. C Yuba City, CA 95993

Phone (530) 743-1847 Fax (530) 743-0193

www.Yuba-SutterUnitedWay.org

Tax ID: 94-1668459

MEMBER AGENCIES

Beale AFB Youth Program

Boy Scouts of America

Casa de Esperanza

Central Valley Homeless
Veterans Assistance Program

The Compassionate Friends

Craftsmen for Christ

Family Soup

FREED Center for
Independent Living

Girl Scouts
Heart of Central California

Live Oak Child Care Center

NorCal Services for the
Deaf and Hard of Hearing

Pathways

Salvation Army
Yuba-Sutter Command

Yuba-Sutter Legal
Center for Seniors

Yuba-Sutter School
Based Health Clinics

AFFILIATE AGENCIES

Ailyn Scott Youth Center

American Red Cross of
Northeastern California

Big Brothers Big Sisters of the
Greater Sacramento Area

Butchie's Pool

Christian Assistance Network (C.A.N.)

Families for Early Autism Treatment, INC

Feather River Men's Center

Hands of Hope

Harmony Health Family Resource Center

Hes Academy of Golf

Mental Health America

Shady Creek Outdoor
Education Foundation, INC

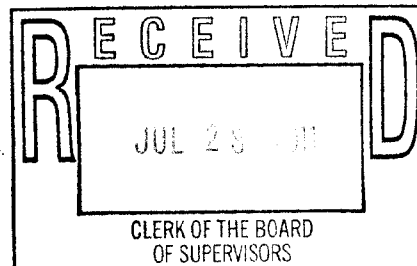
Yuba-Sutter Children with Type 1 Diabetes
Support Group and Resource Center

Yuba-Sutter Gleaners Food Bank, INC

Yuba-Sutter Regional Arts Council

July 21, 2011

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



To the Clerk of the Board,

The Yuba-Sutter United Way is planning for our annual Community Fair and Kick-off on September 10, 2011 and is requesting a fee waiver from the Board of Supervisors for the required food permit. The Community Fair will be held in Washington Square Park in Marysville, from 9-1, and will include information and activities for the community from our thirty member and affiliate non-profit agencies plus local businesses and community groups.

We expect over 250 people from both Yuba and Sutter Counties to attend this important event. We will be offering complimentary food to all that attend. The Yuba-Sutter United Way provides essential funding and resources to many local non-profit agencies and this event is an opportunity to get the word out to the community about the vital services they provide.

We are requesting a waiver of the \$119.00 permit fee because there is no charge to attend or participate in this event and our funding is very limited to allow us to continue to support member and affiliate agencies. We ask that our request be placed on the agenda for an upcoming Board of Supervisor's meeting.

Sincerely,

Caitlyn Stephen
Executive Director
Yuba-Sutter United Way

8-2-11:CC:Copy to Environmental Health/rf

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The County of Yuba

OFFICE OF TREASURER AND TAX COLLECTOR

DAN M. MIERZWA
TREASURER & TAX COLLECTOR



378-11
GOVERNMENT CENTER
915 8th STREET, STE. 103
MARYSVILLE, CA 95901-5273

TELEPHONE (530) 749-7840
FAX (530) 749-7844

7/8/2010

Kimerli Rempp
Central Valley Homeless Veteran's Assistance Program
Dbas: Yellow Ribbons Thrift and Gift Shop
5861 Feather River Blvd
Olivehurst CA 95961

Ref: Application for a Second Hand Dealer's License for Central Valley Homeless Veteran's Assistance Program dbas: Yellow Ribbons Thrift and Gift Shop

Dear Mrs. Rempp,

We have received approval from the Sheriff's, Planning, and Building Departments in reference to your request for a Second Hand Dealer's license for Central Valley Homeless Veteran's Assistance Program dbas: Yellow Ribbons Thrift and Gift Shop. The next step in the process is approval from the Yuba County Board of Supervisors.

Your business license goes before the Board on 08/23/2011, we recommend that you be present at that meeting in case the Board has any questions.

Should you have any question please call our office.

Sincerely;
Dan M. Mierzwa
Yuba County Treasurer & Tax Collector

By: 

Patty Hunt, Deputy

~~()~~ NEW () RENEWAL

☒ NEW () RENEWAL

*In the case of the possibility of working with hazardous materials, approval is required from this department.



County of Yuba

Community Development & Services Agency

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

Planning Department

Phone: (530) 749-5470

Fax: (530) 749-5434

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

July 21, 2011

Treasurer/Tax Collector
915 8th Street
Marysville, CA 95901

RE: Business License for Yellow Ribbon Thrift and Gift Shop/Central Valley Homeless
Veterans Assistance Program at 5861 Feather River Boulevard

To Whom It May Concern:

The Planning Department of the Community Development & Services Agency has no objection to the issuance of the business license for Yellow Ribbon Thrift and Gift Shop/Central Valley Homeless Veteran Assistance Program operating at 5861 Feather River Boulevard, Olivehurst, CA 95961.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Gon", is written over a horizontal line.

Anthony Gon
Community Development Specialist
County of Yuba

() RENEWAL

() Second Hand Dealer () Pawn Broker () Junk Dealer

*In the case of the possibility of working with hazardous materials, approval is required from this department.

Memorandum



Yuba County Sheriff's Department

Sheriff Steven L. Durfor

"Building a Safe Community"

Date: July 21, 2011
To: Treasurer/Tax Collector's Office
From: Captain Ron Johnson, Sheriff's Department
Subject: Peddler Permit Applicant Kimerli Rempp

On this date and time, I spoke with Kimerli Rempp, representing Yellow Ribbon Thrift and Gift Shop. She made us aware she is re-locating her business from 5876 Lindhurst Avenue to 5861 Feather River Blvd. This memo is to advise you the Sheriff's Department has no objections to this business moving under the same rules and regulations they are currently operating under via their Peddler Permit.

CENTRAL VALLEY HOMELESS VETERAN'S ASSISTANCE PROGRAM

dba

YELLOW RIBBONS THRIFT AND GIFT SHOP

5876 Lindhurst Avenue

Marysville, California 95901

(530) 742-0844

20 June 2011

MEMORANDUM FOR: Yuba County Tax Collectors Office, ATTN: Patty Hunt

SUBJECT: Request For Business Change of Address

1. Request change of address on the business license for Yellow Ribbons Thrift and Gift Shop from 5876 Lindhurst Avenue, Marysville, CA 95901 to 5861 Feather River Blvd, Olivehurst, CA 95961. The anticipated date of change is 1 August 2011.

2. As requested, I have contacted the following agencies and points of contact to ensure I have met each agency's requirements:

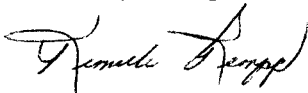
Building/Planning Department: Spoke with Tony Gon, 9 June 2011. The Yellow Ribbons Thrift and Gift Shop is approved for the new location as a retail store. The building/area is zoned commercial.

Environmental Health Department: Spoke with Jasjit Cang, 9 June 2011. No food or drinks will be sold or served at the Yellow Ribbons Thrift and Gift Shop. There is no need for a Health Permit.

Sheriff Department: Spoke with CPT Ron Johnson, 16 June 2011. He is aware of the move and the new site location for Yellow Ribbons Thrift and Gift Shop and has no issues.

3. The Yellow Ribbons Thrift and Gift Shop is organizationally structured under Central Valley Homeless Veteran's Assistance Program (CVHVAP) at 604 D Street in Marysville, California. CVHVAP is a registered 501c(3) non-profit Veteran organization, assisting Veterans in need. Please let me know if there are any additional requirements I need to meet.

"Proudly Serving our American Heroes"



Kimerli Rempp, Director
(530) 315-8990

CF:

Tony Gon

Jasjit Cang

CPT Johnson

CVHVAP

CENTRAL VALLEY HOMELESS VETERAN'S ASSISTANCE PROGRAM
IS A REGISTERED 501C(3) VETERAN ORGANIZATION

2011 JUN 23 PM 3 55

YUBA COUNTY
TAX COLLECTOR'S OFFICE

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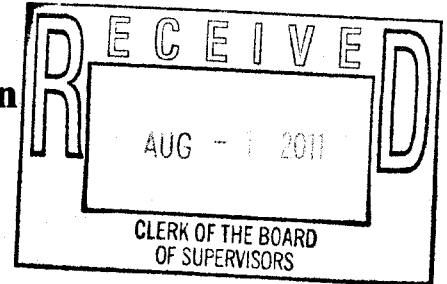
COMMISSIONERS
Jim Kellogg, President
Discovery Bay
Richard Rogers, Vice President
Montecito
Michael Sutton, Member
Monterey
Daniel W. Richards, Member
Upland
Jack Baylis, Member
Los Angeles

EDMOND G. BROWN, JR.



Sonke Mas 379-11
Executive Di
1416 Ninth Street
Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
(916) 653-5040 Fax
fgc@fgc.ca.gov

STATE OF CALIFORNIA
Fish and Game Commission



July 29, 2011

To All Interested and Affected Parties,

This is to provide you with a copy of the notice of proposed regulatory action relative to Amending Subsections 551(g), (j) and (q) and Sections 700.4, 701 and 705; and Repeal Section 704, Title 14, California Code of Regulations, relating to the ALDS Acceptable Forms of Identification; Wildlife Area Passes and Annual Fee Adjustments for Sport Fishing and Commercial Fishing, which will be published in the California Regulatory Notice Register on July 29, 2011.

Associated documents will also be published to the Fish and Game Commission website at <http://www.fgc.ca.gov/regulations/new/2011/proposedregs11.asp>.

Please note, on page two of the attachment, the dates of the public hearing related to this matter and associated deadline for receipt of written comments.

Ms. Maria Melchiorre, License and Revenue Branch, Department of Fish and Game, phone (916) 928-8322, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,



Jon D. Snellstrom
Associate Governmental Program Analyst

Attachment

8-1-11;CC:Fish and Game Advisory Commission/rf

BOS CORRESPONDENCE A

TITLE 14. Fish and Game Commission Notice of Proposed Changes in Regulations

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 202, 203, 355, 713, 1050, 1054, 1526, 1528, 1530, 1570, 1571, 1572, 1765 and 10504, of the Fish and Game Code and to implement, interpret or make specific sections 355, 711, 713, 1050, 1054, 1055.3, 1526, 1528, 1530, 1570, 1571, 1572, 1764, 1765, 2006, 10504 of said Code, proposes to Amend Subsections 551(g), (j) and (q) and Sections 700.4, 701 and 705; and Repeal Section 704, Title 14, California Code of Regulations, relating to the Automated License Data System (ALDS) Acceptable Forms of Identification; Wildlife Area Passes and Annual Fee Adjustments for Sport Fishing and Commercial Fishing.

Informative Digest/Policy Statement Overview

This proposal adds two new and clarifies one previous acceptable form of identification when a customer applies for a license in ALDS. The changes ensures customers are uniquely identified in the ALDS database and removes unintended barriers for customers to purchase licenses. This section is also amended to transfer provision of Section 704 in and for consistency to Fish and Game Code 1050(e), by defining the surcharge as an "application fee."

One-day entry permits are not currently issued at Department license sales offices or License Agents because they are area specific and non-transferable. Beginning in 2011/2012, sales transactions of any type will no longer be feasible at Department check stations; therefore, this proposal is needed to allow for the issuance of pre-paid one-day entry passes at license agents, Department offices, and online. This proposal increases the number of locations that a one-day pass may be purchased from only at the check station to any Department license sales office or approximately 1,400 license agents and online.

This proposal also changes the name of the day use pass for non-hunting public uses to "day use permit" and specifies that day use permits may be obtained by any person in possession of a pre-purchased annual or daily Department lands pass. Annual and daily lands passes are available from Department license sales offices and License Agents.

This proposal also updates the waterfowl hunting reservation application process to allow hunters to apply for waterfowl hunting reservations using the ALDS. This proposal makes applying for reservations more convenient for hunters because it will allow them to apply at any License Agent, Department license sales office or online. This proposal further allows waterfowl hunters more flexibility in applying as a multiple choice application replaces one and five-choice applications.

Editorial relocation of Section 704 to existing Section 700.4 is proposed to move language affecting ALDS to one section and remove forms previously incorporated by reference prior to ALDS, and to improve readability for the public.

Other administrative changes affecting sport and commercial fishing fees are proposed to comply with the Fish and Game Code.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, on all actions relevant to this action at a hearing to be held at the Red Lion Hotel, 1830 Hilltop Drive, Redding, California, on Thursday, September 15, 2011, at 8:30 a.m., or as soon thereafter as the matter may be heard. Written comments mailed, faxed or e-mailed to the Commission

office, must be received before 5:00 p.m. on September 12, 2011. All comments must be received no later than September 15, 2011, at the hearing in Redding, CA. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Jon K. Fischer, Deputy Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Jon Snellstrom at the preceding address or phone number. **Ms. Maria Melchiorre, Department of Fish and Game License and Revenue Branch, (916) 928-8322 has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businessmen to Compete with Businesses in Other States:

The proposed actions will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. Fee adjustments pursuant to Section 713 of the Fish and Game Code are based on changes in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, as published by the United States Department of Commerce to determine an annual rate of increase or decrease in the fees for licenses, stamps, permits, tags or other entitlements issued by the Department of Fish and Game.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California:

None.

(c) Cost Impacts on Private Persons:

The agency is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

None

(e) Other Nondiscretionary Costs/Savings to Local Agencies:

None

(f) Programs Mandated on Local Agencies or School Districts:

None

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed under Part 7 (commencing with Section 17500) of Division 4:

None

(h) Effect on Housing Costs:

None

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed or would be as effective and less burdensome to affected private persons than the proposed action.

FISH AND GAME COMMISSION

Dated: July 19, 2011

Jon K. Fischer
Deputy Executive Director

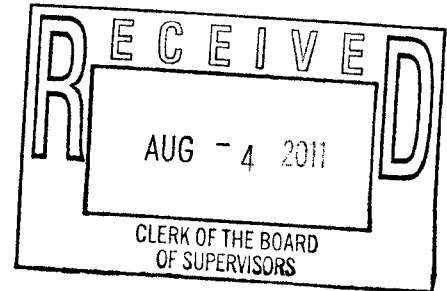
SIERRA COUNTY

Board of Supervisors
P.O. Drawer D
Downieville, California 95936
Telephone (530) 289-3295
Fax (530) 289-2830



August 2, 2011

Governor Jerry Brown
State Capitol
Sacramento, CA 95814



Re: Assembly Bill 109 –Sierra County Opposition

Dear Governor Brown:

AB 109, the trailer bill that implements Public Safety Realignment, requires that each county's Community Corrections Partnership (CCP) recommend a local plan to each county Board of Supervisors. The original bill established an Executive Committee of each county's CCP, consisting of the Chief Probation Officer, a Chief of Police, the Sheriff, a County Supervisor or the Chief Administrative Officer (CAO), and the head of the County Department of Social Services, for the purpose of developing and presenting an implementation plan.

Since the passage of AB 109, certain changes have been suggested concerning both the make-up of the Executive Committee and the Board of Supervisors' approval process. These changes have since been memorialized in your approval of AB 117. These changes undermine the premises on which public safety realignment have been based, and are not supported by the Sierra County Board of Supervisors.

The newly constituted Executive Committee now excludes the County Supervisor/Chief Administrative Officer (CAO) seat, and is comprised of the Chief Probation Officer, a Chief of Police, the District Attorney, the Presiding Judge of the local Court, and a representative to be chosen by the Board of Supervisors from among the Director of Health Services, the Director of Human Services, or the Director of a County's Alcohol and Drug programs.

We are concerned about the removal of the participation of the Board or the CAO at the Executive Committee level. While the Executive Committee of the CCP recommends an implementation plan and does not develop or propose a budget, we feel strongly that the lack of Board or CAO member participation could result in a lack of overall county vision, continuity and fiscal reality. While each of the participants may be able to look beyond his or her role, no one else has the direct responsibility to balance the needs of the County both from a programmatic and budgetary perspective.

BOS CORRESPONDENCE B

Lee Adams
District No. 1
P.O. Box 1
Downieville, CA 95936

Peter W. Huebner
District No. 2
P.O. Box 349
Sierra City, CA 96125

Bill Nunes
District No. 3
P.O. Box 118
Calpine, CA 96124

David "Dave" Goicoechea
District No. 4
P.O. Box 883
Loyalton, CA 96118

Scott A. Schlefstein
District No. 5
P.O. Box 192
Loyalton, CA 96118

Even more importantly, there now appears to be a requirement for a 4/5 vote if a Board of Supervisors wishes to reject a plan that has been submitted by the CCP's AB 109 Executive Committee. While there is only a requirement of a majority vote to accept a plan (or a County budget), the creation of a super-majority to reject the plan is essentially undemocratic and inflexible. This super-majority requirement can become a significant hurdle to implementation and will lead to a loss of local control which was envisioned by the original realignment plan. This becomes even more problematic should the plan recommended by the Executive Committee exceed the State's allocation of funds to the County to implement the plan. The County of Sierra has worked constructively and cooperatively to make new public safety realignment a reality and a success. Paramount in our support for this effort has been your commitment to the tenets of local control and local flexibility. The changes made in AB 117 undermine both these principles and, with that, our enthusiasm for public safety re-alignment.

These two factors create impediments rather than incentives to the commitment to making the new public safety realignment work. Therefore, I am writing on behalf of our Board to urge that you reject the requirement for a 4/5 majority vote for approval or disapproval of any Community Corrections Plan and reconsider the plan to exclude the Board or CAO from the Community Corrections Partnership Executive Committee.

Sincerely,



Lee Adams, Chair
Board of Supervisors

cc: Assemblyman Dan Logue
Congressman Tom McClintock
Senator Ted Gaines
California Association of Counties
Members, County Administrative Officers Association of California
Chairpersons of the Board, All California Counties

Lee Adams
District No. 1
P.O. Box 1
Downieville, CA 95936

Peter W. Huebner
District No. 2
P.O. Box 349
Sierra City, CA 96125

Bill Nunes
District No. 3
P.O. Box 118
Calpine, CA 96124

David "Dave" Goicoechea
District No. 4
P.O. Box 883
Loyalton, CA 96118

Scott A. Schlefstein
District No. 5
P.O. Box 192
Loyalton, CA 96118

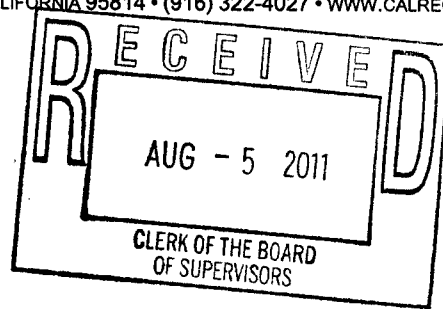


DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

801 K STREET, MS 19-01, SACRAMENTO, CALIFORNIA 95814 • (916) 322-4027 • WWW.CALRECYCLE.CA.GOV

August 5, 2011

Tejinder Maan, Director
Yuba County
Environmental Health Division
915 8th St., Ste 123
Marysville, CA 95901-5273



RECEIVED BY EACH
BOARD MEMBER
cc: CAO
COCO

Subject: Evaluation Results of the County of the Yuba County Environmental Health Division as the Local Enforcement Agency (LEA) for the Jurisdiction of Yuba and Sutter Counties.

Dear Mr. Mann:

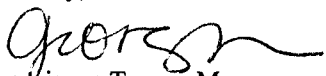
CalRecycle completed the evaluation of your agency as the certified solid waste local enforcement agency (LEA) for the Counties of Yuba and Sutter. The exit interview provided an opportunity for the LEA to comment and CalRecycle staff to make modifications to existing language based on factual information. The attached final evaluation incorporates information provided at the exit interview.

Your agency is recognized for implementing a program that successfully addresses its LEA duties and responsibilities.

Evaluation staff was pleased with your cooperation and enthusiasm. We wish you continued success and support by your local governing body. CalRecycle staff looks forward to continuing our existing productive and cooperative relationship.

Please do not hesitate to call me at (916) 341-6429 if I may be of assistance or if there are any questions.

Sincerely,


Georgianne Turner, Manager
Solid Waste Enforcement Section
Waste Evaluation and Enforcement Branch
Compliance and Enforcement Division

Attachments: LEA Evaluation Results

CC:

Yuba County Board of Supervisors
Mr. Roger Abe, Chairman
915 8th Street Suite 109
Marysville, CA 95901

Stephanie Kendall, LEA
Environmental Health
915 8th St., Ste 123
Marysville, CA 95901-5273

BOS CORRESPONDENCE C

California Department of Resources Recycling and Recovery

***LEA Evaluation Unit
Solid Waste Enforcement Section
1001 I Street, Sacramento, CA 95812
(916) 341-6691***

Yuba and Sutter County LEA Evaluation Results

Aug 4, 2011

Authority

Statute requires CalRecycle to find a Local Enforcement Agency (LEA) *not* to be fulfilling its responsibilities, if CalRecycle in conducting the LEA performance review makes *one* or more of the following findings [Public Resources Code (PRC) 43214 (d)]:

1. The local enforcement agency has failed to exercise due diligence in the inspection of solid waste facilities and disposal sites;
2. The local enforcement agency has intentionally misrepresented the results of inspections;
3. The local enforcement agency has failed to prepare, or cause to be prepared, permits, permit revisions, or closure and post closure maintenance plans;
4. The local enforcement agency has approved permits, permit revisions, or closure and post closure maintenance plans which are not consistent with Part 4 and Part 5 of the PRC;
5. The local enforcement agency has failed to take appropriate enforcement actions; and
6. The enforcement agency has failed to comply with, or has taken actions that are inconsistent with, or unauthorized by statute or regulations.

Activity

The CalRecycle evaluated the performance of the Yuba County Environmental Health Division as the Local Enforcement Agency (LEA) for the Counties of Yuba and Sutter. The evaluation assessed the agency's programs for effective implementation and enforcement of statutory and regulatory requirements at solid waste facilities and disposal sites in its jurisdiction for the period ending on February 28, 2011.

Summary

CalRecycle evaluated the Yuba County Environmental Health Division as the LEA for the Jurisdiction of Yuba and Sutter Counties, and find it fulfilling its responsibilities as required by California statute and regulation. The LEA performed all of the inspections required for active and closed sites. The LEA fulfilled all permitting responsibilities which included completing one permit revision and RCSI amendment, and issued three new Notification Tier Permits. Additionally, the LEA issued one enforcement action during this cycle.

Analysis

1. Diligence in Inspections (14 CCR 18083)

- a. *Active/Inactive/Permitted Sites:* LEA exercised due diligence inspecting the jurisdictions permitted solid waste sites. The SWIS database revealed that there are no missing inspection reports.
- b. *Closed and/or Exempt Sites:* LEA exercised due diligence inspecting the closed solid waste disposal sites. The SWIS database revealed that there are no missing inspection reports.

2. Inspection Results

Evaluation staff did not find that the LEA intentionally misrepresented inspection results.

3. Permits and Closure Plans (14 CCR 18082)

Permit Processing per T27 Section 21570 and applicable Tiered Permit processing requirements

During the evaluation period the Yuba and Sutter County LEA jurisdiction included one permitted active landfill (LF), two permitted transfer processing facilities, seven compost operations, and one inert debris operation. Summarized in the table below is the permit status of active facilities.

Landfills			
SWIS No	Facility Name	Permit Type & Current Issue Date	Next 5 Yr. Permit Review
58-AA-0011	Norcal Waste Systems Ostrom Road LF, Inc.	Full SWFP Issued: 8/1/2005 PRR: 1/16/2008 No Significant Change	Next 5 Yr Review: 4/16/2013

Transfer/Processing Facilities			
58-AA-0008	Yuba Sutter Disposal, Inc., IWRP	Full SWFP Issued: 9/4/2008 Revised: 1/31/2008	Next 5 Yr Review: 9/4/2013
58-AA-0010	Ponderosa Transfer Station	Full SWFP Issued: 8/12/1991 PRR: 5/13/2011 No Significant Change	Next 5 Yr Review: 5/13/2016

CDI Facilities			
58-AA-0024	H & H – Inert Debris (Type A) Processing	Notification Issued: 4/28/2004	N/A

Composting Facilities			
58-AA-0015	Feather River Organics	SWFP Issued: 1/4/2003 Revised: 8/4/2008	Next 5 Yr Review: 8/4/2013
51-AA-0006	Richards Tree Service	Notification Issued: 4/5/2004	N/A
58-AA-0022	Akita Enterprises, Inc.	Notification Issued: 9/4/2008	N/A
58-AA-0023	Sun Gro Horticulture	Notification Issued: 11/10/2003	N/A
58-AA-0025	Black Earth Compost	Notification Issued: 5/9/2005	N/A
58-AA-0029	Mushroom Adventures	Notification Issued: 1/2/2009	N/A
51-AA-0030	Feather River Organics Food Waste Research	Notification Issued: 1/27/2009	N/A

All five year permit reviews are current for this evaluation cycle. One permit revision and one RCSI amendment was completed during this evaluation cycle for Feather River Organics (58-AA-0015), to move the public waste drop off area. Three notification tier permits were issued during this evaluation cycle.

Closure and Postclosure Maintenance Plan Review and Approvals

The LEA has fulfilled its duties enforcing the State's closure regulation.

Participation in California Environmental Quality Act (CEQA) as lead or responsible agency

The LEA did not participate in CEQA projects during this evaluation period.

4. Approval of Inconsistent Permits/Closure Plans.

The LEA acted consistently with statute and regulations during this evaluation cycle.

5. Enforcement (14 CCR 18084)

The LEA issued one enforcement action during this evaluation cycle. A Notice to Comply was issued to the Recology Ostrom Road LF, 58-AA-0011, for minor violations of Title 27, Section 20650, Grading of Fill Surfaces, and Title 27, Section 20760, Nuisance Control on April 12, 2010. The operator immediately complied with the enforcement action gaining final compliance on April, 14, 2010.

6. Failure to comply with or actions inconsistent with statute or regulations.

The LEA acted consistently with statute and regulations during this evaluation cycle.

7. Designation /Certification Maintenance (14 CCR 18081)

The LEA submits annual EPP updates as required by regulation. Staffing and budget resources remain consistent with the time task analysis and the agency maintains non-conflict of interest with the operating units as required. This jurisdiction currently utilizes a hearing panel which is current.

Conclusion

Based upon the above analysis and findings, and pursuant to PRC Section 43214, this document constitutes notification that the County of Yuba and Sutter Environmental Health Department as the Local Enforcement Agency:

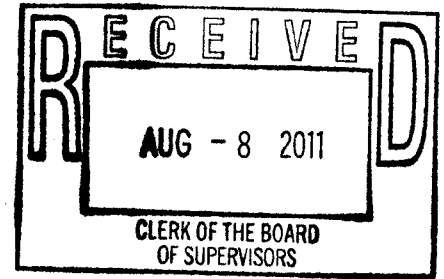
1. is exercising due diligence in the inspection of active Solid waste facilities and closed solid waste disposal sites;
2. has not intentionally misrepresented the results of inspections;
3. has not failed to prepare, or cause to be prepared, permits, permit revisions, or closure and post closure maintenance plans;
4. has not approved permits, permit revisions, or closure and post closure maintenance plans which are inconsistent with Part 4 and Part 5 of the PRC;
5. has not failed to take appropriate enforcement;
6. has not failed to comply with, or taken actions that are inconsistent with, or unauthorized by, statute or regulations.

The Yuba County Environmental Health Department has fulfilled its LEA responsibilities for the jurisdiction of Yuba and Sutter. The LEA exercised due diligence in conducting facility inspections at active and closed sites throughout the evaluation period. All five year reviews are up to date. The LEA issued one enforcement action during this evaluation cycle. The 2010/2011 annual EPP is up to date and the County utilizes a hearing panel. CalRecycle staff appreciates the LEA's cooperation and efforts during the evaluation process and looks forward to continuing our partnership.

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Cal EMA
CALIFORNIA EMERGENCY
MANAGEMENT AGENCY



August 3, 2011

Mr. Roger Abe, Chairperson
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, California 95901

Dear Chairperson Abe:

On July 29, 2011, the U.S. Department of Agriculture granted a Secretarial disaster designation for the primary counties of **Stanislaus, Yuba**, and the contiguous counties of **Alameda, Butte, Calaveras, Mariposa, Merced, Nevada, Placer, Plumas, San Joaquin, Santa Clara, Sierra, Sutter**, and **Tuolumne** due to agricultural losses caused by storms with excessive rain and high winds that occurred June 3, 2011, through June 6, 2011.

The California Emergency Management Agency is providing the enclosed information regarding this designation. Please inform potential applicants throughout your county of this designation and information.

Sincerely,

A handwritten signature in cursive script, reading "Karma Hackney".

KARMA HACKNEY
Program Manager

Enclosure

c: Scott Bryan, Yuba County OES
Louie B. Mendoza Jr., Yuba County Agricultural Commissioner
Ed Williams, California Department of Food and Agriculture
Cal EMA Recovery Division
Cal EMA Regional Administrator
Cal EMA Individual Assistance Section

BOS CORRESPONDENCE D

3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY DIVISION • INDIVIDUAL ASSISTANCE
PHONE: (916) 845-8149 • FAX: (916) 845-8395

U.S. Department of Agriculture (USDA) Designation

USDA #S3141 – Storms with Excessive Rain and High Winds

Designation Information

The following table illustrates the designation information.

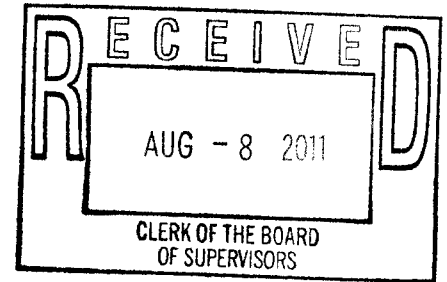
Eligible Primary County(s):	Stanislaus, Yuba
Eligible Contiguous County(s):	Alameda, Butte, Calaveras, Mariposa, Merced, Nevada, Placer, Plumas, San Joaquin, Santa Clara, Sierra, Sutter, Tuolumne
Event:	Storms with excessive rain and high winds that occurred June 3, 2011, through June 6, 2011
Assistance made available by designation:	<ul style="list-style-type: none"> • Emergency farm loans for actual losses as a direct result of the disaster • Up to a maximum of \$500,000 • Interest rate 3.75 percent
Application deadline:	March 29, 2012
Who may apply:	Farmers and ranchers who conduct family-sized farming operations
How to apply:	<ul style="list-style-type: none"> • Contact local Farm Service Agency (FSA) office listed in the local telephone directory under U.S. Government, Agriculture • Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD)
USDA website for additional information:	www.fsa.usda.gov/pas/disaster/assistance1.htm

EDMUND G. BROWN JR.
GOVERNOR

MIKE DAYTON
ACTING SECRETARY



Cal E·M·A
CALIFORNIA EMERGENCY
MANAGEMENT AGENCY



August 3, 2011

Mr. Roger Abe, Chairperson
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, California 95901

Dear Chairperson Abe:

The U.S. Small Business Administration declared the primary counties of **Stanislaus, Yuba**, and the contiguous counties of **Alameda, Butte, Calaveras, Mariposa, Merced, Nevada, Placer, Plumas, San Joaquin, Santa Clara, Sierra, Sutter**, and **Tuolumne** a disaster area. This declaration is a result of a July 29, 2011, USDA disaster designation due to agricultural losses caused by storms with excessive rain and high winds that occurred June 3, 2011, through June 6, 2011.

The California Emergency Management Agency is providing the enclosed information regarding this declaration. Please inform interested individuals, businesses, and city officials within your county of this declaration and information.

Sincerely,

A handwritten signature in cursive script that reads "Karma Hackney".

KARMA HACKNEY
Program Manager

Enclosure

c: Scott Bryan, Yuba County Office of Emergency Services
Cal EMA Recovery Division
Cal EMA Regional Administrator
Cal EMA Individual Assistance

BOS CORRESPONDENCE D

3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY DIVISION • INDIVIDUAL ASSISTANCE
PHONE: (916) 845-8149 • FAX (916) 845-8395

U.S. Small Business Administration (SBA) Declaration SBA #12722 – Storms with Excessive Rain and High Winds

Declaration Information

The following table illustrates the declaration information.

Eligible Primary County(s):	Stanislaus, Yuba
Eligible Contiguous County(s):	Alameda, Butte, Calaveras, Mariposa, Merced, Nevada, Placer, Plumas, San Joaquin, Santa Clara, Sierra, Sutter, Tuolumne
Reason/Event:	July 29, 2011, USDA Designation for storms with excessive rain and high winds that occurred June 3-6, 2011
Assistance made available by declaration:	SBA Economic Injury Disaster Loans
Application deadline for business economic injury:	March 29, 2012
Who may apply:	Small, non-farm businesses, small agricultural cooperatives, and most private non-profit organizations of any size. Small businesses include those that do business directly with the growers, such as truckers and suppliers of agricultural equipment or services.
How to apply:	Contact SBA at 1-800-659-2955 , or visit SBA's website at: www.sba.gov/services/disasterassistance . Hearing impaired individuals may call 1-800-877-8339.

11:30 A.M. YUBA COUNTY REDEVELOPMENT AGENCY

- A. Roll Call - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- B. Consider options resulting from ABX1 26 Community Redevelopment and ABX1 27 Voluntary Alternative Redevelopment Program. (Fifteen minute estimate)
- C. Adjourn

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5424

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

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

PLANNING
749-5470 • Fax 749-5434

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

August 23, 2011

To: Yuba County Redevelopment Agency Board

From: Kevin Mallen, CDSA Director

A handwritten signature in black ink, appearing to be "KM", is written over the printed name of Kevin Mallen.

Subject: Consideration of Options Resulting from ABX1 26 & ABX1 27

Recommendation:

The Board of the Yuba County Redevelopment Agency consider whether to:

- Request the County Board of Supervisors adopt an ordinance prior to October 1, 2011 committing to annual payments to the Department of Finance, with the first payment for FY 2011/12 being \$10,822 in order to continue the RDA as currently operated.

Or

- Not request an ordinance prior to October 1, 2011 and allow the RDA to be terminated, replaced with a successor agency that will be tasked solely with retiring existing debt.

Background:

As noted in the attached letter from the Department of Finance, Assembly Bill 26 terminates redevelopment agencies effective October 1, 2011, and replaces them with successor agencies that are tasked with retiring existing RDA debt. Assembly Bill 27 created a Voluntary Alternative Redevelopment Program, wherein the RDA is allowed to continue to exist so long as the city or county that the RDA is within adopts an ordinance pledging annual payments to the State equal to roughly 40% of the gross revenue available to the RDA. In the case of our RDA, the amount that would be required to be paid to the State in FY 2011/12 is \$10,822.

Discussion:

Since formation of the RDA in the 1990s, loans were obtained and infrastructure projects were completed along Olivehurst Avenue to make the area both more attractive as well as supportive to future development. The future development would in turn generate revenue to repay the loans made to finance the infrastructure. No future infrastructure projects are currently planned.

Over the past ten years there has been some development, which has increased revenues to the RDA. However, the amount has been less than what is needed to pay down the over \$1.2 million in debt in the foreseeable future (20 years or more still needed). The debt is from three loans,

Yuba County Water Agency (\$948,693), Community Development Block Grant Loan (\$226,659), and Yuba County (\$89,850).

Under the option to participate in the Voluntary Program, the RDA would have roughly 40% less gross revenue available to pay down the current debt. With the interest accruing on the debt, this decrease would result in the debt payments being less than the interest accruals, and therefore the time it will take to pay off the debt will go up from the current estimate of 20+ years.

Under the option to not participate in the Voluntary Program, the RDA would be terminated effective October 1, 2011. However, the debt would continue to be paid for by the RDA's current revenue stream; it's share of the property taxes. In addition, the obligation for administrative costs such as an outside audit would no longer exist, freeing up additional revenue to repay the debt. Once the debt is fully repaid, then the distribution of the property taxes would revert back to what they were prior to the formation of the RDA.

Fiscal Impact:

Under either option, there is no County General Fund obligation to operate or terminate the RDA. However, the County General Fund has loaned the RDA \$89,850 and the option of terminating the RDA will result in a quicker repayment of the loan.

Attachment:

Department of Finance letter dated July 29, 2011



**DEPARTMENT OF
FINANCE**
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ [WWW.DOF.CA.GOV](http://www.dof.ca.gov)

July 29, 2011

**TO ALL COUNTY AUDITOR-CONTROLLERS, REDEVELOPMENT AGENCIES, AND THEIR
LEGISLATIVE BODIES:**

Assembly Bill 26, First Extraordinary Session (Chapter 5, Statutes of 2011), terminates redevelopment agencies (RDAs) effective October 1, 2011, and replaces them with successor agencies that are tasked with retiring existing RDA debt and winding down existing RDA projects.

Assembly Bill 27, First Extraordinary Session (Chapter 6, Statutes of 2011) states RDAs shall be exempt from the termination provisions of Assembly Bill 26 provided they choose to participate in the Voluntary Alternative Redevelopment Program (VARP) that Assembly Bill 27 creates.

For an RDA to participate in the VARP, the city or county that sponsors the RDA must remit a payment to the county auditor-controller for deposit in the county's Educational Revenue Augmentation Fund (ERAF). Each city's or county's remittance on behalf of the RDAs they sponsor must be calculated by the California Department of Finance (Finance) based on information reported in the 2008-09 Community Redevelopment Agencies Annual Report compiled by the State Controller's Office. Each city's or county's payment on behalf of an RDA is calculated based on a formula that considers the RDA's proportionate share of statewide gross and net tax increment revenues.

If a city or county chooses to allow an RDA to participate in the VARP, the city or county may enter into a mutual agreement with the RDA whereby the RDA would transfer a portion of its tax increment to the city or county.

In accordance with AB 27, the remittance amount for each RDA is enclosed with this letter and the calculations of the amounts have been posted on Finance's website. The information may be found in a link titled "Assembly Bills 26 and 27", which is listed under the "Featured Links" section of the main webpage.

AB 27 allows cities and counties to appeal an RDA's remittance amount on two bases. These are (1) if the information in the 2008-09 State Controller's Office report was in error, or (2) if the amount of tax increment needed by the RDA to pay for tax allocation bonds and interest payments has increased by 10 percent or more over the percentage that was calculated for purposes of the 2008-09 State Controller's Office report.

If a city or county wishes for one or more of its RDAs to participate in the VARP in 2011-12, they must do the following:

- Enact an ordinance of participation and submit notice of having adopted that ordinance to Finance by **November 1, 2011**. Notices of ordinance adoption should be e-mailed to

the address found under the "Assembly Bills 26 and 27" link on Finance's website. **You need not send Finance a copy of the actual ordinance. However, you should indicate in your e-mail those RDAs to which the ordinance applies.**

Cities or counties that do not adopt the ordinance of participation by October 1, 2011, but which do intend to adopt such an ordinance, must additionally adopt a non-binding resolution of intent and submit notice of having adopted that resolution to Finance by **October 1, 2011**. Notices of resolution adoption should be e-mailed to the address found under the "Assembly Bills 26 and 27" link on Finance's website. **You need not send Finance a copy of the actual resolution. However, you should indicate in your e-mail those RDAs to which the resolution applies.**

Again, please note the non-binding resolution of intent need only be adopted in cases where (1) the city or county intends to adopt an ordinance of participation, and (2) the ordinance of participation has not been adopted by October 1, 2011.

- Remit one-half of the calculated remittance amount for each participating RDA to the county auditor-controller no later than January 15, 2012, and remit the other half no later than May 15, 2012.

As previously noted, AB 27 allows cities and counties to appeal remittance amounts based on two specific criteria. Cities or counties wishing to appeal an RDA remittance amount should complete the appeals form which may be found on Finance's website under the "Assembly Bills 26 and 27" link. **One form should be submitted for each RDA whose remittance is being appealed. Appeals must be received by Finance no later than August 15, 2011. Please send your appeal(s) to the e-mail address listed under the "Assembly Bills 26 and 27" link on Finance's website.**

Please note the calculated remittance amounts on Finance's website are only for the 2011-12 fiscal year. In order for an RDA to continue participating in the VARP in future fiscal years, cities or counties will annually need to submit additional remittances for deposit in the county Educational Revenue Augmentation Fund. These remittances will be calculated by your county auditor-controller.

If you have any questions regarding these matters, please contact the Local Government Unit of the Department of Finance at (916) 445-1546 or send an inquiry or information regarding participation in the AB 27 program or appeals to the e-mail address listed under the "Assembly Bills 26 and 27" link on Finance's website.

ANA MATOSANTOS

Director

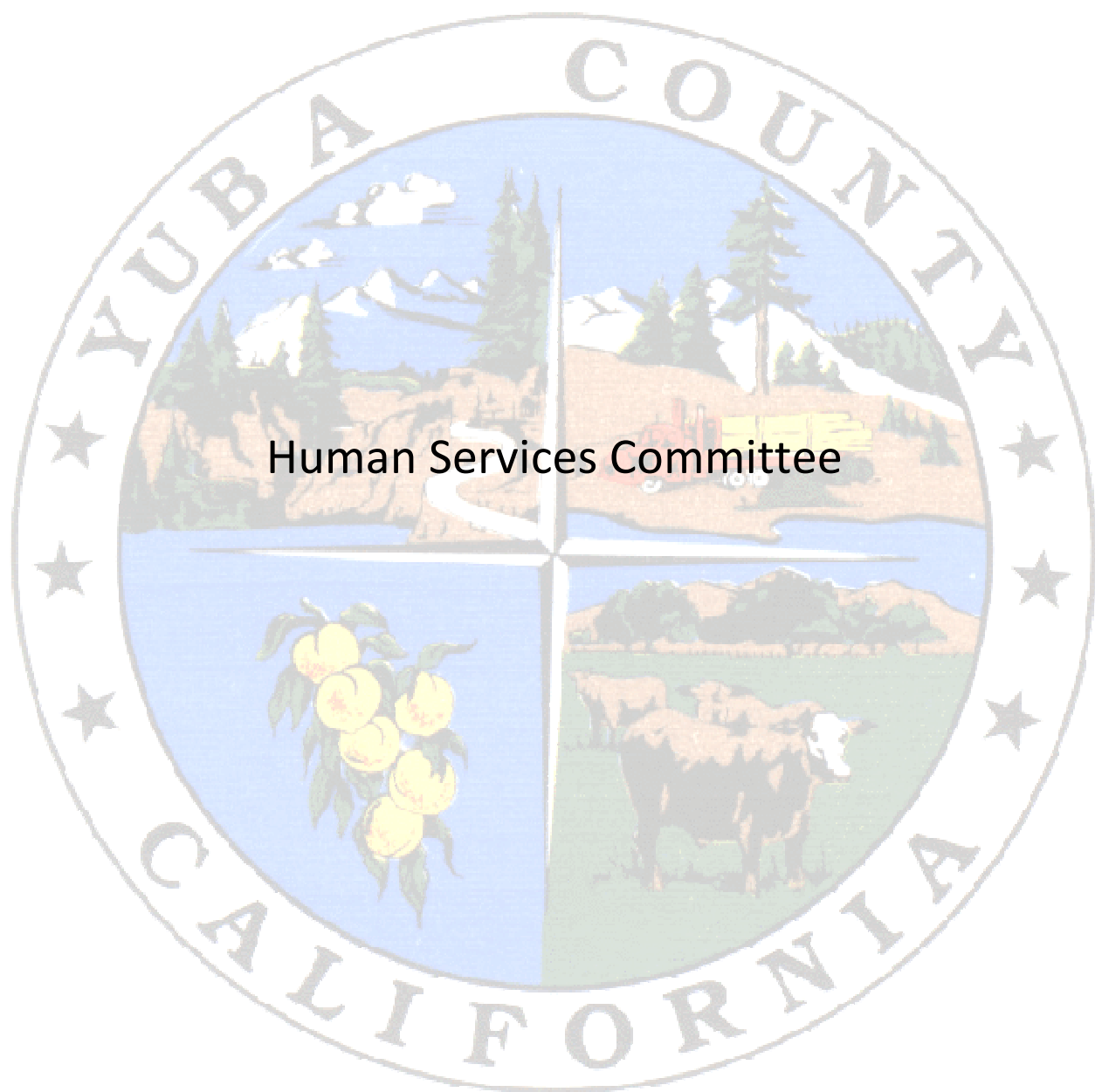
By:



PEDRO R. REYES

Chief Deputy Director

Attachment



Human Services Committee



The County of Yuba

380-11

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.C.
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

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

DATE: August 23, 2011

SUBJECT: Agreement between the County of Yuba and Children's Home
Society for CalWORKs Child Care Services

RECOMMENDATION: Board of Supervisors approval of the Agreement between the County of Yuba, on behalf of its Health and Human Services Department, and Children's Home Society for Stage I Child Care Services for the CalWORKs program is recommended.

BACKGROUND: Since July, 2001, Yuba County has contracted for CalWORKs Stage I Child Care Services with Children's Home Society, as mandated in CalWORKs legislation. This is a renewal of that Agreement in the amount of \$1,000,000.00 per fiscal year for the three-year period of July 1, 2011 through June 30, 2014.

DISCUSSION: Education Code Section 835(b) establishes three stages of child care services for CalWORKs recipients with the intent that the recipient not experience a break in services while transitioning between the three stages of child care services. Children's Home Society currently contracts with the State Department of Education for Stage II and Stage III Child Care subsidies. This Agreement would allow the County of Yuba and Children's Home Society to continue to jointly administer CalWORKs Stage I Child Care to provide a seamless system of child care services for Yuba County's CalWORKs clients.

FISCAL IMPACT: The cost of this Agreement is funded by the CalWORKs Stage I Child Care Allocation and will not impact County General Funds.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for child care services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department, and Children's Home Society ("CONTRACTOR").

WHEREAS, with respect to the child care recipients of the CalWORKs Program, Education Code Section 8350 (b) establishes three stages of child care services through which a recipient of aid will pass with an intent that families shall experience no break in their child care services due to a transition between the three stages of child care services;

WHEREAS, Education Code Sections 8353 and 8354 state Stage II and Stage III shall be administered by agencies contracting with the State Department of Education, such as agencies that have an alternative payment program contract;

WHEREAS, the CONTRACTOR is the Child Care Resource and Referral (CCR&R) program of Yuba County, and a current Alternative Payment program contractor with the State Department of Education, providing parent education and information to parents, including child care referrals and coordination of community resources for parents and public or private providers of child care, and administration of child care subsidies;

WHEREAS, the CONTRACTOR contracts directly with the California Department of Education for Stage II and Stage III child care subsidies;

WHEREAS, Education Code Section 8352 states CCR&R and subsidy staff shall co-locate with a county welfare department's case management offices for aid or to arrange other means of swift communication with parents and case managers of this aid.

NOW, THEREFORE, the parties hereto mutually agree that the purpose of this Agreement entered into by and between COUNTY and CONTRACTOR is to jointly administer CalWORKs Stage I child care services (1) to meet the obligations as mandated in CalWORKs legislation to provide a seamless system of services as clients move between Stages I, II, and III and, (2) to achieve swifter communication in helping CalWORKs parents find local child care resources that will enable them to reach their Welfare-to-Work Plan goals.

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2011

Termination Date: June 30, 2014

The term of this Agreement shall become effective on July 1, 2011, and shall continue in force and effect for a period of three (3) year(s), unless sooner terminated in accordance with the terms of this Agreement.

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

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

3. PAYMENT.

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

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

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant

to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-4.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Beverly Tidwell, Chief Executive Officer, is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Budget
- Attachment G – Invoice Format

9. TERMINATION

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

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 200__.

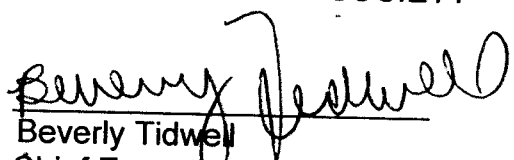
"COUNTY"

"CONTRACTOR"

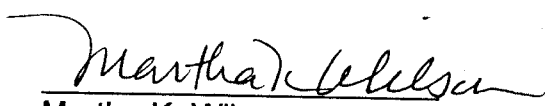
COUNTY OF YUBA

CHILDREN'S HOME SOCIETY

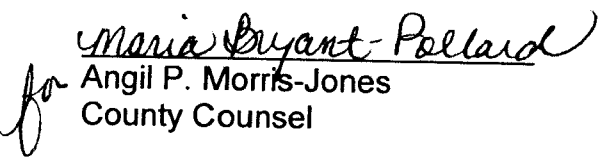
_____, Chair
Board of Supervisors


Beverly Tidwell
Chief Executive Officer
Tax ID: 95-1690976

INSURANCE PROVISIONS APPROVED


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM: COUNTY COUNSEL


for Angil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:

Suzanne Nobles, Director
Yuba County Health and
Human Services Department

ATTACHMENT A

SERVICES

A.1. SCOPE OF SERVICES AND DUTIES.

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

A.1.1. CONTRACTOR will provide a full-time equivalent (FTE) staff person to provide Stage I care intake and case management. This will occur at both the Yuba County One Stop and Children's Home Society of California office. The staff person will be scheduled a minimum of 20 hours a week at the One Stop and flexible to meet the needs of both Yuba County CalWORKs program and clients needs.

- a) Schedule child care orientation for CalWORKs participants according to their welfare-to-work (WTW) activities, schedules, and needs; i.e. some participants may need to be seen immediately, on a drop-in basis, after Intake appointments, and/or before, during, or after other WTW activities. CONTRACTOR will ensure that all child care orientations will be scheduled within 12 days of referral.
- b) Conduct child care orientations for CalWORKs participants referred by COUNTY staff that include:
 - 1) Presenting the child care options available to the participants,
 - 2) Identifying criteria for selecting quality child care to parents and educating parents on how to choose a quality, reliable child care provider appropriate to their child's developmental stage; and
 - 3) Assisting parents in the completion of appropriate forms for requesting subsidized child care payments.
- c) Provide CalWORKs parents child care referrals according to California Department of Education Policies, as requested, at both the Yuba County One Stop and Children's Home Society locations.
- d) Through the CCR&R, conduct educational workshops for prospective and current child care providers. These workshops may occasionally be held in the evenings or on Saturdays.
- e) Review all initial forms necessary for approval of child care, including Trustline and Health and Safety Certification forms.
- f) Serve as liaison with community child care providers by providing the following services:

- 1) Contacting child care providers to set up child care for CalWORKs participants.
 - 2) Updating changes in child care providers or schedules, as needed.
- g) Be available to CalWORKs parents as necessary.
- h) Return phone calls to CalWORKs parents within 24 hours and narrate phone contact in CHS case.
- i) Send out the California Department of Education (CDE) 9608 form to CalWORKs parents when their child reaches the age of 10 years and ten months or older and narrate that the CDE 9608 form was sent in the CHS case.

A.1.2. CONTRACTOR shall provide administrative services as follows:

- a) Develop payment policies according to the California Department of Education, Child Development Division Funding Terms and Conditions and California State Department of Social Services policies for Temporary Assistance to Needy Families (TANF) funding, as well as policies followed by the Division of Social Services.
- b) Assist CalWORKs participants in completion of application and agreement between licensed provider, parent, and case manager at agreed upon hours and rates for child care. Copies of the agreement shall be sent to the provider and given to the CalWORKs parent and case manager.
- c) Assist CalWORKs participants and license-exempt providers in the completion of Health and Safety Certification form, Trustline application, and fingerprint process, which the license-exempt provider is required to complete. CONTRACTOR shall schedule an initial appointment with all license-exempt providers and follow up on the Trustline paperwork; ensuring it is completed and tracked. CONTRACTOR shall notify the parent, the provider, and the CalWORKs Social Worker via a Notice of Action (NOA) if the provider's Trustline application is denied. CONTRACTOR will also send a termination of care notification to the provider and the CalWORK's Social Worker.
- d) Send to, and collect from, the provider the monthly attendance sheets for each child receiving a child care subsidy.
- e) Calculate and send all payments to providers within thirty (30) working days of receipt of complete and accurate child care payment form; as well as assess and collect Family Fees from parents as determined by the fee schedule outlined in the California Department of Social Services Welfare-to-

Work regulations.

- f) Monitor funds for space available and coordinate transition into Stage II funding when case manager approves.
- g) Provide statistical information needed by COUNTY to meet State reporting requirements (Forms CW115/CW115a).

A.1.3. CONTRACTOR and COUNTY shall mutually:

- a) Establish a child care service schedule based upon the agreed upon referral form identifying the need for child care services and attach the current WTW Plan or WTW Activity Agreement for participants in the CalWORKs Program.
- b) Develop policies regarding payments to providers that are as similar as possible to the policies that shall be used in all stages. All payments will be paid to the provider.
- c) Formulate policies and procedures to avoid or minimize payments to providers due to CalWORKs participants using unapproved days or hours of child care.
- d) Notify the other party when participants are to be transitioned into either Stage II or Stage III child care.
- e) Meet on an as needed basis to discuss trends and changes in child care policies and stage regulations.

A.1.4. COUNTY shall:

- a) Submit parent schedule changes to CONTRACTOR within two working days.
- b) Submit notice and supporting documentation to CONTRACTOR within two working days when the parent is no longer receiving cash aid.
- c) Provide staff to translate when such staff is available.

A.2. TIME SERVICES RENDERED.

CONTRACTOR shall provide services from 8:30 am – 5:00 pm; Monday through Friday at Yuba County One Stop or Children's Home Society locations.

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. EQUIPMENT AND MATERIALS PROVIDED BY CONTRACTOR.

Except as otherwise stated, 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. The equipment and materials provided by CONTRACTOR for the site location shall include:

- a) Computer or any other electronic data processing (EDP) equipment required by the CONTRACTOR's staff person.
- b) Cabling, modems, communications lines, etc., as needed to connect.
- c) Postage costs.
- d) Locking overhead cabinets to keep materials in while CONTRACTOR's staff person is not present.

A.5. EQUIPMENT AND MATERIALS PROVIDED BY CONTRACTOR

COUNTY shall provide the following to CONTRACTOR for the provision of services at the Health and Human Services site:

- a) Office area for staff person provided by CONTRACTOR.
- b) Use of telephone, including voice mail capabilities.
- c) Use of Social Services copy machines for necessary on-site copying of small volumes; larger volumes, exceeding 100 copies, must be done elsewhere.
- d) Use of FAX machines, limited to necessary business.
- e) Use of County mail courier service.
- f) Ability to use facilities for meetings on a sign-up basis.
- g) Place to leave mail for postal pick-up.

B.7. AUDIT EXCEPTIONS. If, at any time during the term of the Agreement, or within five (5) years after the expiration or termination of the Agreement, authorized representatives of COUNTY or CONTRACTOR's independent auditors conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and, if such audit finds that the COUNTY's dollar liability for said services is less than the payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at COUNTY's discretion, shall be either: 1) repaid forthwith within thirty (30) calendar days, or 2) offset against any future payments due CONTRACTOR by COUNTY. If such audit finds that the COUNTY's dollar liability for services provided to COUNTY hereunder is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY, provided that in no event shall the COUNTY's maximum obligation exceed the funds appropriated by COUNTY for the purpose of this Agreement.

B.8. RECORD RETENTION. COUNTY and CONTRACTOR shall prepare and maintain accurate and complete records regarding dates and types of services provided under the terms of this Agreement. All supporting documentation of expenditures related to services provided under the terms of this Agreement shall be retained by CONTRACTOR for a minimum of five (5) years from the date of last service or until all pending State, Federal and County audits are completed, whichever is later.

ATTACHMENT C

ADDITIONAL PROVISIONS

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

C.2. CONFIDENTIALITY. CONTRACTOR agrees that the contents of Section 10850 of the Welfare and Institutions Code, and the California Department of Social Services Policies and Procedures Manual, Division 19, Confidentiality of Information, Section 19-001 through Section 19-008, shall be made known to each current and future employee of CONTRACTOR working under this Agreement. In no case will data be disclosed without the prior permission of the Director of the Yuba County Health and Human Services Department or his/her authorized representative.

C.3. CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.4. DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.5. CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.8. STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards

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

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

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

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

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

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

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

be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

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

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

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

D.15. WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent

breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

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

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

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

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

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

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

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

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

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

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

shall constitute one and the same instrument.

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

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

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

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

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

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

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

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

requirements described in the Yuba County Conflict of Interest Code.

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

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

Beverly Tidwell
Chief Executive Officer
Children's Home Society
990 Klamath Lane., Suite 18
Yuba City, CA 95993

ATTACHMENT E

INSURANCE PROVISIONS

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

E.1.1. Coverage shall be at least as broad as:

- a) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d) If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to COUNTY approval.

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

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

4. Employer's Liability:	<u>\$1,000,000</u>	Each accident, <u>\$1,000,000</u> policy limit bodily injury by disease, <u>\$1,000,000</u> each employee bodily injury by disease.
5. Professional Errors and Omissions Liability (if required):	<u>\$1,000,000</u>	Per occurrence.

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

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

- a) The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
- b) For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days 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 of no less than A: VII unless otherwise acceptable to the COUNTY.

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

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

ATTACHMENT F

BUDGET

Personnel Expense: (Staff performing actual service)			
Salary			
Position/Class	Annual Salary	% of Time	Annual Service Cost Amount
Program Administrator	\$67,500	20.0%	\$13,500
Sr. Program Specialist	\$45,468	100.0%	\$45,468
Program Specialist	\$38,604	60.0%	\$23,162
Program Assistance	\$34,044	15.0%	\$ 5,107
Sr. Accounting Tech.	\$35,976	25.0%	\$ 8,994
Total Cost of Personnel Salary			\$96,231
Benefits			
	Total Annual Salary	Annual Benefits	Annual Service Cost Amount
Employee Benefits	\$96,231	32.5 %	\$31,275
Payroll Taxes	\$96,231	10.0%	\$9,623
Total Cost of Service Benefits			\$40,898
Operating Expenses (Actual Costs not to exceed)			Annual Amount
			\$49,300
Provider Payments (Actual Costs not to exceed)			Annual Amount
			\$748,571
Program Support (Actual Costs not to exceed)			Annual Amount
			\$65,000
Grand Total			\$1,000,000

ATTACHMENT G

INVOICE FORMAT

Contractor's Name and Address		Contact Name and Phone Number	
Children's Home Society of California 990 Klamath Lane, Suite 18 Yuba City, CA 95993		Gaileen Baumgarner 530-673-7503	
Program		Period of Service	
CalWORKs Stage 1 Child Care Services			
Personnel Position/Class	Salary	% of Time	Amount
Program Administrator	\$ -	20%	\$ -
Sr. Program Specialist	\$ -	100%	\$ -
Program Specialist	\$ -	60%	\$ -
Program Assistance	\$ -	15%	\$ -
Sr. Accounting Tech	\$ -	20%	\$ -
		Total Salary Expenses	\$ -
Benefits	Salary	% of benefits	Amount
Employee Benefits	\$ -	32.5%	\$ -
Payroll Taxes	\$ -	10%	\$ -
		Total Benefit Expenses	\$ -
		Total Personnel Expenses	\$ -
Operating Expenses			
Description			Amount
Professional Fees			\$ -
Audit Fees			\$ -
Office Supplies			\$ -
Provider Supplies			\$ -
Subscriptions			\$ -
Communications			\$ -
Advertisement			\$ -
Postage			\$ -
Rent			\$ -
Utilities			\$ -
Recycling Charge			\$ -
Storage Space Rental			\$ -
Care of Building and Grounds			\$ -
Building Security			\$ -
Equipment Purchase			\$ -
Equipment Leasing and Rental			\$ -
Licenses/Software			\$ -

Equipment Maintenance	\$ -
Printing	\$ -
Travel	\$ -
Licenses and Fees	\$ -
Staff Training	\$ -
Moving Expense	\$ -
Total Operating Expenses	\$ -
PROVIDER PAYMENTS	\$ -
Other	Amount
Program Support	\$ -
Total Other Expense	\$ -
GRAND TOTAL \$ -	

Certification:

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

Authorized Signer

Date

Mail original and back-up documentation to:
Yuba County Health and Human Services Department
Attention: Administration/Finance
P.O. Box 2320
Marysville, CA 95901

The County of Yuba

381-11

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: Human Services Committee
Yuba County Board of Supervisors

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

DATE: August 23, 2011

SUBJECT: Resolution of the Board Authorizing amendments and changes to the Agreement for Professional Services for the Transitional Housing Placement Program (THP-Plus) that was attached and incorporated by Reference in Resolution NO 2010-23.

RECOMMENDATION: Board of Supervisors approval of the Resolution of the Board authorizing amendments and changes to the Agreement for Professional Services for the Transitional Housing Placement Program (THP-Plus).

BACKGROUND: On June 2, 2009, the Board of Supervisors approved Yuba County's plan for its THP-Plus Program, which will provide contracted services that will assist young adults, aged 18-24 years of age, who were former foster youths, in locating affordable housing and providing them with supportive services in preparation for their future.

The Health and Human Services Department has been providing THP-Plus services since March 15, 2010.

DISCUSSION: Approval of this Resolution will allow the amendments and changes to the to the Agreement for Professional Services for the Transitional Housing Placement Program (THP-Plus). The agreement was changed to accommodate grammatical editing, title changes and the addition of a signature line to the invoice.

FISCAL IMPACT: Approval of this Resolution will not impact County general funds as the THP-Plus Program will be funded entirely by State funds.

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

**RESOLUTION AUTHORIZING)
AMENDMENTS AND CHANGES TO)
THE AGREEMENT FOR)
PROFESSIONAL SERVICES FOR THE)
TRANSITIONAL HOUSING)
PLACEMENT PLUS PROGRAM)
(THP-PLUS) THAT WAS ATTACHED)
AND INCORPORATED BY)
REFERENCE IN RESOLUTION)
NO 2010-23)
_____)**

RESOLUTION NO. _____

WHEREAS, on March 9, 2010, the Yuba County Board of Supervisors passed and adopted Resolution No 2010-23, authorizing the Yuba County Health and Human Services Department to implement a transitional housing program and further authorized the chairman to accept funds and authorize the execution of agreements with agencies approved to receive funds commencing in the state fiscal year 2009/2010 and authorize the Director of the Yuba County Health and Human Services Department to execute, on behalf of the County of Yuba, agreements in the form incorporated therein by reference; and

WHEREAS, since the adoption of Resolution No 2010-23, the Yuba County Health and Human Services Department found it necessary to make amendments and changes to the Agreement for Professional Services that was attached and incorporated

by reference in Resolution No 2010-23 which included but was not limited to, grammatical editing, title changes and the addition of a signature line.

NOW, THEREFORE, BE IT RESOLVED that the Yuba County Board of Supervisors authorizes the amendments and changes that were made to the generic Agreement for Professional Services that was attached and incorporated by reference in Resolution No 2010-23.

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

AYES:

NOES:

ABSENT:

YUBA COUNTY BOARD OF SUPERVISORS

Chair, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM
Angil P. Morris-Jones, County Counsel

By Maria Bryant Pellard
YUBA COUNTY COUNSEL

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("COUNTY"), on behalf of its Health and Human Services Department ("YCHHSD"), and _____ ("CONTRACTOR") for the provision of services under the Transitional Housing Placement Plus Program ("THP-Plus"); a transitional housing placement program for eligible former Child Welfare Services or Probation foster youth, aged 18 – 24, with the aim of providing a safe living environment while helping youth to achieve self-sufficiency.

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". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-7 through A-9.

2. TERM.

Commencement Date:

Termination Date:

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-9.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

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

8. ATTACHMENTS.

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

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

Attachment E – Insurance Provisions
Attachment F– Participant Agreement
Attachment G – Individual Participant Fee Schedule and Cost
Justification
Attachment H – Invoice Format

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

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 201__.

“COUNTY”
COUNTY OF YUBA

“CONTRACTOR”

_____, Director
Yuba County Health and Human
Services Department

(Name)
(Title)

Tax I.D. No. _____

Authorized pursuant to Board
Resolution No. _____

INSURANCE PROVISIONS APPROVED

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

Angil P. Morris-Jones
County Counsel

ATTACHMENT A

A.1 PROGRAM OVERVIEW.

THP-Plus is a transitional housing placement opportunity for former foster youth, aged 18-24. The goal of the program is to provide a safe living environment while helping participants achieve self-sufficiency so that they can improve life skills prior to leaving the foster care support system. Participants may live alone, with roommates in apartments, or in single-family dwellings, with regular support provided by CONTRACTOR staff and YCHHSD Social Worker and Independent Living Program (ILP) Coordinator staff. Support services include regular visits to participants' residences, educational guidance, employment counseling, instruction and monitoring of budgeting and household expenses, and assistance reaching emancipation goals as outlined in the participants' Transitional Independent Living Plan (TILP).

A.2 TARGET POPULATION.

The target population for the COUNTY's THP-Plus program is those young adults who have emancipated from foster care, group home care, or probation and who desire continued support in order to be successful adults. To be considered for admission, an applicant must be:

- a. Emancipated from foster/probation care after having been in foster care placement between the ages of 16 to 18 and having participated in the Independent Living Program during that time;
- b. At least 18 years of age, but not yet 24 years of age;
- c. Actively pursuing school, vocational training, or COUNTY approved goals;
- d. Actively pursuing the goals of a Transitional Independent Living Plan (TILP) approved by YCHHSD's Independent Living Program;
- e. Willing to maintain a substance-free lifestyle;
- f. Has not previously participated in a THP-Plus program for a cumulative total of 24 months;
- g. Willing to enter into and abide by a contract with the CONTRACTOR that details the rights and responsibilities of each party, as specified in Attachment F – Participant Agreement; and the county of the applicant's last dependency has an approved THP-Plus plan.

A.3 PARTICIPANT APPLICATION AND SELECTION.

A.3.1 Referrals to THP-Plus shall be made by self-referral by the potential participant or initiated by YCHHSD's ILP Coordinator or Social Worker staff, COUNTY's Probation Department staff, foster care agencies or providers, or other community-based organizations.

A.3.2 All referrals to THP-Plus shall be submitted to YCHHSD's ILP Coordinator, who will take the following actions for each potential participant:

- a. Determine the applicant's eligibility to participate in THP – Plus.
- b. If eligible, consult with the applicant to identify their current strengths and needs as they relate to their TILP.
- c. Refer eligible applicants to the CONTRACTOR.
- d. Assist applicants in completing the application process required by CONTRACTOR.

A.3.3 Upon receiving the referral, CONTRACTOR shall take the following actions for each applicant:

- a. Review the applicant's letter of interest, application, applicant's TILP, and references, if appropriate.
- b. With a THP-Plus Program Team consisting of CONTRACTOR staff and one or more members of YCHHSD's Social Worker or COUNTY's Probation Department staff, complete one or more interviews with applicant to discuss the applicant's goals and how the THP-Plus program may assist the applicant in meeting those goals.
- c. Consult with the THP-Plus Program Team and review the applicant's strengths and needs identified in the applicant's TILP.
- d. Decide to accept or reject the application. If an application is rejected, CONTRACTOR shall notify the applicant of the rejection in writing, stating specific details that support the CONTRACTOR's decision, with a courtesy copy to YCHHSD's ILP Coordinator.

A.4 HOUSING MODEL.

Both COUNTY and CONTRACTOR recognize that high quality, consistent supportive services targeted to meet the needs of the individual participant are essential to a successful THP-Plus program. Both permanent and transitional housing units may be used by CONTRACTOR, depending on the individual participant's needs and abilities. The overall goal shall be to secure housing that becomes a permanent living situation for the participant; therefore, CONTRACTOR shall strive to enable progress towards a more permanent arrangement.

The THP-Plus program supportive services provided by the CONTRACTOR may utilize any one of the following housing models, depending upon the needs and skills of the individual participant:

- a. Single Site Transitional Model – Participants live in housing at a single location owned or leased by the CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. In this model the participant moves out of the rental unit at the conclusion of their participation in the THP-Plus program.
- b. Scattered-Site Transitional Model – Participants live in housing located in multiple locations in the community that are owned or leased by CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months and the participant moves out of the rental unit at the conclusion of their participation in the THP-Plus program.
- c. Scattered Site Permanent Model – Participants live in housing located in multiple locations within the community that are owned or leased by CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. The participant may continue to live in the rental at the conclusion of the participation in their THP-Plus program.
- d. Host Family Model – Participants live in a family setting with a relative, current or former foster family, or other consistent-caring adult who has been screened and approved by CONTRACTOR. THP-Plus supportive services and rental subsidies are provided for up to 24 months. Whether the participant moves out of the host family setting at the conclusion of the participation in the THP-Plus program is determined on an individual basis.

In the host family model, the housing unit will be owned or leased by the host family. For the other housing models, the housing units will be owned or leased by CONTRACTOR. If leased, CONTRACTOR will sublease the housing unit to the participants. In all models, CONTRACTOR is expected to:

- a. Locate and utilize suitable and safe housing in areas near public transportation lines and with adequate educational, vocational, and employment opportunities.
- b. Utilize apartments, single-family dwellings, or condominiums that are transitional homes where participants may continue to live following their completion of THP-Plus, while preparing to live independently in safe housing they can afford; and
- c. Afford participants the opportunity to keep their household furnishings following their conclusion of their participation in THP-Plus.

A.5 CONTRACTOR'S SPECIFIC SCOPE OF SERVICES AND DUTIES.

A.5.1 SUPPORTIVE SERVICES.

Due to the individualized needs of each participant, CONTRACTOR shall develop a customized approach for each participant. In developing supportive services, it is important to remember that these supportive services are for participants who are legally adults, but who still require youth-focused services. CONTRACTOR agrees to provide each participant with the nurture, treatment, and training suited to his/her needs. In providing supportive services, CONTRACTOR shall:

- a. Coordinate with YCHHSD's ILP Coordinator to assist in creating a seamless transition from the minor's TILP to the participant's THP-Plus TILP and utilize the YCHHSD's ILP Coordinator and Social Worker staff, as well as other community and public partners as appropriate, to support the participant's THP-Plus TILP.
- b. Assist each participant in identifying their needs and developing their THP-PLUS TILP, which shall include goals for the participant's education and employment, in addition to involvement with the participant's biological family, as well as other friends, associates, and adults. Submit an initial THP-Plus TILP to COUNTY within sixty (60) days from the date of placement, which will include information provided by COUNTY's Independent Living Program. On a regular basis, but at least

annually thereafter, review each participant's THP-Plus TILP with each participant and, as needed, review each participant's THP-Plus TILP with the THP-Plus Program Team and update the THP-Plus TILP to clarify participants' goals.

- c. Provide Social Worker staff whose duties will include:
 - 1) Case management of THP-Plus participants;
 - 2) Coordination and networking between interested parties relating to the YCHHSD's Independent Living Program; and
 - 3) 24-hour crisis intervention and support
- d. Provide each participant with a 24-hour emergency telephone number.
- e. If appropriate, assist participants in obtaining individual or group therapy, either directly or through a referral to community resources, and ensure that participants get to all medical appointments.
- f. As part of the THP-Plus Program Team, assist participants in finding and establishing appropriate medical care.
- g. If appropriate, provide educational advocacy and support, including linkages to Yuba College Foster Youth services, with the goal of the participant obtaining a high school diploma, GED, or High School Proficiency prior to completion of the THP-Plus program. CONTRACTOR understands that participants without a high school diploma are required to be enrolled in and attend a program leading to a high school diploma, high school equivalency, or a GED.
- h. Encourage and assist participants in seeking college or other post-high school training to better prepare for their future, including assisting participants in applying for college or trade school admission and applying for any scholarship or grants for which they may be eligible, as well as connecting participants with community resources designed to provide and ensure student support. CONTRACTOR understands that participants with a high school diploma are required to be enrolled in and attend job readiness training, vocational education, or college classes. CONTRACTOR further understands that participants on a vocational or work related track will attend formal, on-the-job or skill-building trainings that increase the participants' opportunities for success.

- i. Provide job readiness training and support, including linkages to Workforce Investment Act (WIA) partners, One-Stop Centers, California Youth Connection (CYC), AmeriCorps Mentor Program, Yuba College, and other appropriate employment resources.
- j. Ensure that participants attending school less than full-time meet their requirement to work a minimum of 20 hours per week. CONTRACTOR further understands that participants who are enrolled and attending at least 12 units at a college or vocational training program may have their minimum required work hours adjusted through consultation with the THP-Plus Program Team.
- k. Provide services that build and support relationships with a trusted adult, family, and the community that will continue to be a resource for the participant in the future.
- l. Conduct regular reviews at six-month intervals or more frequently as appropriate, regarding the participant's progress and submit ongoing written outcome evaluations of the participant's progress on a quarterly basis to COUNTY.
- m. Ensure that each participant deposits a set amount of their income from employment into an interest-bearing savings account each month, as specified by the participant's individual budget developed between the participant and the THP-Plus Program Team. It is understood by both parties that the savings account shall be a joint account and that CONTRACTOR, or its designee, shall be listed as one of the account holders. CONTRACTOR will ensure that withdrawal limits are established for each participant to take care of their essential expenses and that larger item purchases shall be made by a joint decision between the participant and CONTRACTOR. CONTRACTOR further agrees to consult frequently with participants about budgeting and planning for their needs.
- n. CONTRACTOR shall provide to the participant for deposit any funds retained on behalf of a participant into an interest-bearing savings account in a bank of savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. Both parties understand and agree that the principal and interest shall be distributed by CONTRACTOR to the participant when he/she leaves the program or earlier, if permitted by THP-Plus guidelines.

- o. Act as a public benefits advocate and assist participants in applying for any public benefits they may be entitled to, such as General Assistance (GA), CalFresh, Supplemental Security Income (SSI), Medi-Cal, etc.
- p. Provide special considerations and assistance for pregnant or parenting participants, which may include, but is not limited to: assistance securing child care, domestic violence services, parenting education and support, maternity provisions, and specialized services for children, such as assistance with immunizations, well child visits, and school enrollment.
- q. Assist the participant in finding affordable permanent housing during the participant's last six months in the program, if the participant is not already in permanent housing at that time. It is understood by both parties that affordable housing is housing that costs no more than 30 percent of the participant's monthly gross income.
- r. Provide adult mentors who will follow participants for a minimum of two (2) years following their completion of the THP-Plus program and ensure the provision of aftercare services, which shall include support groups and referrals to community resources, such as individual and group therapy, individual and group instruction, and life skills programs. Both parties understand and agree that these adult mentors may be, but are not limited to, volunteers from the community who commit to ensuring the continued success of the participant.
- s. Continue to conduct outcome evaluations of the participant every six months for two (2) years following the participant's completion of the THP-Plus program and provide reports on these outcome evaluations to COUNTY on a quarterly basis. It is understood by both parties that the participant will earn an incentive to be provided by CONTRACTOR upon the completion of these follow-up evaluations.
- t. Give COUNTY prior notice of at least seven (7) days of intent to discharge the participant unless it is agreed upon with COUNTY that less notice is necessary.

A.5.2 In providing services under THP-Plus, CONTRACTOR agrees to develop and, upon approval of COUNTY, enter into and abide by a contract with each participant, as specified in ATTACHMENT F- Participant Agreement. CONTRACTOR shall provide to COUNTY a copy of each Participant Agreement it enters into with COUNTY's participants.

A.5.3 ADDITIONAL DUTIES OF CONTRACTOR.

CONTRACTOR further agrees to:

- a. Follow admission requirements related to medical screening, physical examination, medical testing, and immunization.
- b. Develop an understanding of the responsibilities, objectives, and requirements of COUNTY as regards the participant and work collaboratively in planning for the participant.
- c. Maintain communication and coordination with YCHHSD's Children's Services Program Manager, or his/her designee, as regards services to be provided by CONTRACTOR.
- d. Work toward moving the participant towards self-sufficiency and permanent housing as the participant progresses through the THP-Plus program.
- e. Conform to all legal requirements of the THP-Plus program.
- f. Comply with the regulations promulgated pursuant to the THP-Plus program and, if said regulations are amended or revised, comply with such amendment or revision.
- g. Comply with the findings and recommendations of any audits and/or State reviews.
- h. Cooperate as requested with COUNTY for the purposes of providing statistical information regarding client-based data collection and outcomes relating to the services rendered under this Agreement.
- i. Submit at least one press release to media outlets (local newspaper, radio, newsletter, etc.) describing the THP-Plus program success, including a description of CONTRACTOR's partnership with COUNTY for this program.

- j. Provide certification that Civil Rights/Non-Discrimination training has been provided to all CONTRACTOR staff within 60 days of contract initiation.
- k. Provide regular on-the-job trainings to CONSULTANT's THP-Plus Program Team members, so that they may better assist the THP-Plus participants. Such trainings will include, but are not limited to:
 - 1) Principles of nutrition, food preparation and storage, and menu planning.
 - 2) Housekeeping and sanitation principles.
 - 3) Provision of client care and supervision, including communication.
 - 4) Availability of community services and resources.

A.5.4. CONTRACTOR's CERTIFICATION REQUIREMENTS.

CONTRACTOR understands and agrees that CONTRACTOR must be in compliance with the requirements of the THP-Plus program regulations as set out in Welfare and Institutions Code Section 16522.1 ss. (h) (1) – (21). Provided below are the 36 requirements for reference:

- a. The THP-Plus program will only serve eligible youth. (Section 16522.1 (a) (1))
- b. The THP-Plus program will not discriminate on the basis of race, gender, sexual orientation, or disability (pursuant to Welfare and Institutions Code Section 16522.1 (a) (1)) and youths who were wards of the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medication shall be eligible for consideration in the program and shall not be automatically excluded due to these factors.
- c. The CONTRACTOR 's THP-Plus program plan includes a description of the THP-Plus application process and selection criteria for participation .
- d. The CONTRACTOR's THP-Plus program plan includes a description of the program and how it will ensure that participants live independently and accomplish the goals described in the participants' Supportive Transitional Emancipation Program (STEP)/THP-Plus TILP.

- e. The CONTRACTOR will, with the assistance of a COUNTY designee, assist each participant in the completion of their goals and activities described in their STEP/THP-Plus TILP.
- f. The STEP/THP-Plus TILP is updated for each participant at least annually by the tenant, COUNTY, and other appropriate individuals, as needed to reflect necessary changes.
- g. Participants in the THP-Plus program have the right to be free from arbitrary or capricious rules, the right to understand all rules in writing and in appropriate languages and formats, the right to appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result), and the right to a grievance procedure.
- h. The participants' right to confidentiality is respected. This right applies to dissemination, storage, retrieval, and acquisition of identifiable information. The CONTRACTOR will not release information about a participant's receipt of services without a written release from the participant.
- i. The participant's right to privacy is respected. Information will be requested of participants only when the information is specifically necessary for the provision of services. Participants in the THP-Plus program will not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.
- j. Participants in the THP-Plus program will be allowed the greatest amount of freedom possible in order to prepare them for self-sufficiency.
- k. Participants in the THP-Plus program are given a choice regarding what services to access and the location of the services (on-site or off-site), as long as the goals of the STEP/THP-Plus TILP are being met.
- l. The CONTRACTOR will comply with California landlord/tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et seq.)

- m. The CONTRACTOR's functions of property management and of service provider shall not be blended. The THP-Plus program plan shall clearly define the roles and responsibilities of each part of the CONTRACTOR's organization.
- n. Criminal record clearances shall be required for all CONTRACTOR employees.
- o. Strict employment criteria will be used by CONTRACTOR regarding any employee's age, drug/alcohol history, experience in working with the population, criminal background, etc. (Section 16522.1(2) (b))
- p. CONTRACTOR shall provide employees training and ensure that all employees are trained and capable of working with former foster youth.
- q. The CONTRACTOR's THP-Plus program shall be clearly distinguishable from those that should be licensed as an Adult Residential Care Facility under Health and Safety Code Section 1502(a) (1) or 1503.5(a).
- r. CONTRACTOR will comply with all applicable Federal, State, and local housing laws and with fire clearance requirements.
- s. Applicable provisions of the Welfare and Institutions Code Section 16522.1 regarding THP-Plus requirements are incorporated into the THP-Plus program plan. There requirements include, but are not limited to, the following:
 - 1) Education requirements (Section 16522.1(h) (1))
 - 2) Work requirements (Section 16522.1(h) (2), Section 16522.1(k))
 - 3) Savings requirements (Section 16522.1(h) (3))
 - 4) Personal safety (Section 16522.1(h) (4))
 - 5) Visitors (Section 16522.1(h) (5))
 - 6) Emergencies (Section 16522.1(h) (6))
 - 7) Medical Requirements (Section 16522.1(h) (7))
 - 8) Disciplinary measures (Section 16522.1(h) (8))
 - 9) Child care (Section 16522.1 (h) (9))
 - 10) Pregnancy (Section 16522.1 (h) (10))
 - 11) Curfew (Section 16522.1 (h) (11))
 - 12) Household cleanliness (Section 16522.1(h) (12))

- 13) Use and system for payment of utilities, telephone, and rent (Section 16522.1 (g))
 - 14) Budgeting (Section 16522.1 (h) (14))
 - 15) Care and disposition of furnishings 9Section 16522.1 (h) (15))
 - 16) Decorating of apartments (Section 16522.1(h) (16))
 - 17) Cars (Section 16522.1(h) (17))
 - 18) Lending or borrowing money (Section 16522.1(h) (19))
 - 19) Dating (Section 16522.1(h) (20))
 - 20) Ground rules for termination. Examples include: harboring runaways, illegal activities, injury to others, causing community disruption or engaging in nuisance behavior (Section 16522.1(h)(21))
- t. The housing provided to participants has reasonable access to schools, employment-appropriate supportive services, shopping, and medical care.
 - u. No more than two participants in the THP-Plus program share a bedroom.
 - v. When funds are retained by the CONTRACTOR on behalf of the participant, CONTRACTOR shall ensure that these funds are deposited in an interest-bearing savings account in any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the tenant when he/she leaves the THP-Plus program, or earlier if permitted by the THP-Plus program guidelines.

A.6 COUNTY's DUTIES AND RESPONSIBILITIES.

The scope of COUNTY's duties and responsible include the following:

- a. To meet the goals of the participant's TILP, coordination between YCHHSD's Independent Living Program and CONTRACTOR's services offered to the participant will be monitored by the YCHHSD's ILP Coordinator to create a seamless transition for the THP-Plus participant.

- b. To assist in 24-hour crisis intervention and support provided by CONTRACTOR, YCHHSD will provide:
 - 1) Access to an On-Call professional;
 - 2) Resource referral to Sutter-Yuba Mental Health Services; and
 - 3) 24-hour access to a Mental Health Professional.
- c. YCHHSD will use the regular reports on individual participants' progress and outcomes provided by CONTRACTOR to evaluate the effectiveness of its THP-Plus program, using an evaluation framework provided by the California Department of Social Services which will include the following outcomes:
 - 1) Educational attainment
 - 2) Career and employment development
 - 3) Vocational training
 - 4) Job placement and retention
 - 5) Daily living skills
 - 6) Substance abuse prevention
 - 7) Preventive health and safety activities (including smoking avoidance, nutrition education, and pregnancy prevention)
 - 8) Housing and household management
 - 9) Consumer and resource use
 - 10) Interpersonal/social and self-development skills
 - 11) Survival skills
 - 12) Computer/Internet skills.

A.7. 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.8. 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.9. FACILITIES FURNISHED BY COUNTY.

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

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR an amount not to exceed ____ (Written) ____ (\$) during the term of this Agreement. The maximum amount of payment is based upon the total cost of placements using a rate of up to \$2,748.00 per month per individual placement, as agreed upon by both parties using the following procedure:

- a. Prior to placement, CONTRACTOR shall determine the THP-Plus Program services to be provided to each participant and submit a completed Individual Participant Fee Schedule and Cost Justification (Attachment G) for each participant to COUNTY for review and approval.
- b. COUNTY shall review each submitted Individual Participant Fee Schedule and Cost Justification and either: 1) indicate approval by the authorized representative signing and dating the document and returning a copy of the approved form to CONTRACTOR or, 2) indicate denial by the authorized representative stating the reason for such denial and signing, dating, and returning a copy of the denied form to CONTRACTOR.

In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed ____ (Written) ____ (\$) without a formal written amendment to this Agreement approved by both parties.

B.2 FISCAL PROVISIONS.

B2.1 For the months of _____ through _____, CONTRACTOR shall submit monthly detailed invoices for payment of services rendered in the format specified in Attachment H-Invoice Format. Invoices shall be submitted after completion of services or no later than the tenth (10th) day of the month following provision of services. COUNTY understands and agrees that CONTRACTOR may be unavoidable delayed in submitting invoices rendered prior to _____ and agrees to accept those invoices for those months, if submitted no later than the last day of _____. COUNTY shall issue payment in accordance with the terms of this Agreement no later than 30 days after the receipt of a complete and accurate invoice.

B2.1.1 Any participant who received services under the THP-Plus Program for less than the entire month, CONTRACTOR shall determine the amount to be invoiced by prorating the monthly rate for that participant by the number of days in which services were provided for in that month.

B2.2 For the month of June, 201____, CONTRACTOR shall submit a monthly detailed invoice in accordance with the format specified in Attachment H – Invoice Format, based upon the estimated costs of services to be rendered in June, 201__ no later than June 10th. CONTRACTOR shall submit a final detailed invoice based on actual costs of services rendered for June, 201_ no later than the tenth (10th) day of the month following the provision of services. YCHHSD shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, either CONTRACTOR shall reimburse YCHHSD the entire amount overpaid immediately upon receipt of written notice by YCHHSD or the amount overpaid shall be offset against future invoice payments, whichever YCHHSD prefers.

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

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

ATTACHMENT C

ADDITIONAL PROVISIONS

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

C.2 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

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

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

C.5 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.13 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C.6 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and

certificates required by law and by this Agreement.

C.7 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY's Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.8 CONFIDENTIALITY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or photograph.

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 RECORDKEEPING. CONTRACTOR shall maintain fiscal controls using generally accepted practices and shall establish such fiscal controls and funding accounting procedures as required by THP – Plus, the State of California, and COUNTY regulations to assure the proper disbursement or, and account for, funds paid to CONTRACTOR under this AGREEMENT and the THP-Plus program.

C.10 GENERAL ASSURANCE. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of the expenditure of public funds under this Agreement and to avoid any favoritism, questionable, or improper conduct. This Agreement will be administered in an impartial manner, free from personal, financial, or political gain. CONTRACTOR, its executive staff and employees, in administering this Agreement will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

C.11 AUDIT. The following audit requirements shall apply from the effective date of this Agreement until six (6) years after COUNTY's final payment under this Agreement:

- a. CONTRACTOR shall allow COUNTY's authorized representatives to inspect, audit, and copy records as needed to evaluate and verify any invoices, payments, and claims that CONTRACTOR submits to COUNTY or that any payee of CONTRACTOR that submits to CONTRACTOR in connection with this Agreement. "Record" includes but is not limited to correspondence, accounting records, subcontractor files, change order files, and other supporting evidence relevant to the invoice, payment, or claim.

- b. The Federal Government, COUNTY, State of California or its designee shall have the right to observe, monitor, and/or evaluate all conditions and activities of CONTRACTOR and to investigate, examine, and audit all records, books, papers, or documents related to the conduct of programs funded by this Agreement.
- c. CONTRACTOR shall maintain such program and fiscal records and make such program statistical and fiscal reports as required by COUNTY. CONTRACTOR agrees to comply with procedures established by COUNTY regarding the timely completion and submission of the required reports.
- d. CONTRACTOR agrees to retain all records pertinent to all grants and agreements under THP – Plus, including financial, statistical, property, and participant records and supporting documentation. CONTRACTOR will receive written approval from COUNTY prior to the destruction of any records.

C.12 PROPERTY. Property procured with THP-Plus funds will be used for the purposes of the THP-Plus program. CONTRACTOR will adhere to procedures and recording requirements as may be published by the Federal Government, State of California, and/or COUNTY in order to maintain accountability for property, including an annual physical inventory.

ATTACHMENT D
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any

person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

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

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

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

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

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

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

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by

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

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

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

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

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall

become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

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

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

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

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

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

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

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

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

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

successors and assigns.

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

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

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

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

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

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

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

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

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any

competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRCACTOR herein, or have any other direct or indirect financial interest in this Agreement.

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

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

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

ATTACHMENT E

INSURANCE PROVISIONS

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

E.1.1 Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to COUNTY approval.

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

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

4. Employer's Liability: \$_____ Each accident, \$_____ policy limit
bodily injury by disease, \$_____ each
employee bodily injury by disease.
5. Professional Errors \$_____ Per occurrence.
and Omissions Liability
(if required):

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

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

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

E.2 Waiver of Subrogation. CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

E.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to the COUNTY.

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

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

ATTACHMENT F
PARTICIPANT AGREEMENT

- F. 1** In providing services under THP-Plus, CONTRACTOR agrees to develop and, upon approval of COUNTY, enter into and abide by a contract with the participant that details the rights and responsibilities of each party, including, but not limited to, the following:
- a. Specifies commencement and termination dates of the contract which shall coincide with the CONTRACTOR's current Agreement with COUNTY for services under the THP-Plus Program. In no event shall the CONTRACTOR's contract with a participant commence prior to the CONTRACTOR's Agreement with COUNTY nor continue beyond the termination date of the CONTRACTOR's Agreement with COUNTY. Further, in no event shall the CONSULTANT's contract with a participant provide any participant more than a cumulative of 24 months of services under the THP-Plus Program.
 - b. Specify that in the event that the participant's contract terminates, the participant must reapply for any future services under the THP-Plus Program and that any such applications will be accepted on a first come, first serve basis.
 - c. The system for payment of participant's ongoing expenses, such as utilities, telephone, and rent;
 - d. The amount of an adequate allowance to be provided to the participant to purchase food and other necessities;
 - e. The household furnishings to be provided to participant and the terms of disposition of such furnishings when the participant completes the program;
 - f. The process of evaluation of the participant's progress throughout the program and the process of reporting this progress to COUNTY;
 - g. The requirement of each participant under the age of 21 to actively participate in an approved independent living program and, with the assistance of CONTRACTOR, to develop and complete TILP goals and activities;
 - h. Linkage to job training through Workforce Investment Act partners, the One Stop Center, Yuba College, and other appropriate employment resources;

- i. The acknowledgement that participants may not discriminate on the basis of race, natural origin, gender, sexual orientation, or disability; and
- j. The following policies:
 - 1) Education Requirements, as described in Provision A.5.1, subsection e. and f. above.
 - 2) Work Expectations, as described in Provision A.5.1, subsection h. above.
 - 3) Savings Requirements, as described in Provision A.5.1, subsection j. above.
 - 4) Personal Safety, which requires that each participant's residence will be locked and windows closed, when the participant is not present and at night.
 - 5) Visitation, which allows participants to have visitors, subject to the following guidelines:
 - i. Participants may not have overnight visitors without advance permission from the THP-Plus Team.
 - ii. Participants may have no more than two visitors in the residence without advance permission from the THP-Plus Team.
 - iii. Visitors must leave by the established curfew.
 - iv. Visitors may not participate in any conduct that is disorderly, creates a nuisance, or is illegal.
 - v. Visitors may not be in possession of weapons of any kind.
 - vi. Visitors under the age of 21 may not be in possession or under the influence of alcohol. No visitor may be in the possession of illicit drugs.
 - vii. Participants are responsible for ensuring that their visitors know and follow the established guidelines.
 - 6) Emergencies, which shall specify that, in case of emergency, participants will call 911 and, as soon as practical, notify CONTRACTOR of the nature and disposition of the emergency.
 - 7) Medical, which shall specify that the participant is required to have a physical examination annually and a dental examination every six months. This policy shall also require that all medications (over-the-counter and prescription) are to be kept in properly labeled containers and that the participant is responsible for obtaining appropriate instructions from the prescribing physician or the pharmacist to ensure proper handling and self-administration. The policy will also inform the participant that he/she will be requested to sign a release of information for medical information.
 - 8) Disciplinary Measures, which will state that discipline will be used to

help participants make positive decisions and that consequences for violating THP-Plus program rules will be natural, logical, and progressive and may range from limiting a participant's curfew or visitor privileges up to, and including, termination from the program. The policy will include the option of constructing a new THP-Plus TILP should problems persist and the participant resists positive and healthy choices. The policy will further inform the participant that discipline will be imposed after CONTRACTOR reviews the violation with the participant and consults with the THP-Plus Program Team and that illegal activities will be reported to the proper authorities and that the participant has the right to be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature.

- 9) Child Care, which specifies that the participant will be primarily responsible for child care and that CONTRACTOR staff will assist the participant in searching out and evaluating child care alternatives.
- 10) Pregnancy, that specifies that education will be offered to the participant on the prevention of unwanted pregnancies and sexually transmitted diseases through abstinence and safe sex practices. Further, the policy shall state that a participant who becomes pregnant may continue the program if progress is maintained and program guidelines are met and that, in that instance, CONTRACTOR staff will assist the participant in obtaining necessary prenatal medical care, parent education, and other appropriate services for pregnant women and new mothers.
- 11) Curfew, which specifies a curfew of 10:00 p.m. on Sunday through Thursday nights and 12:00 a.m. on Friday and Saturday nights and that the curfew may be adjusted by prior arrangement with CONTRACTOR. Additionally, the policy will inform the participant that all participants are required to sleep in their own residence unless prior arrangements have been made with the THP-Plus Program Team.
- 12) Household cleanliness, which specifies that the participant will maintain a lean living space performing chores including, but not limited to, taking out garbage, washing dishes, vacuuming carpets, sweeping floors, cleaning bathrooms, and washing clothes and that the participant shall allow the THP-Plus Program Team access to their residence for periodic inspections to ensure the premises meet the minimum standards of cleanliness.
- 13) Use of utilities and telephone, if appropriate.
- 14) Budgeting, which specifies that the participant will complete and follow a monthly budget prepared with the assistance of

CONTRACTOR staff which will include, but is not limited to, rent, utilities, food, clothing, transportation, and savings. The policy will further state that the budget will specify how much of each item will be subsidized by the THP-Plus program and how much will come from the participant's earnings; with the participant's financial requirement being need-based and determined by the participant's income, school load, child care, etc. and the goal being to increase the participant's ability and responsibility to live independently.

- 15) Care of furnishings, which specifies that the participant will be responsible for the reasonable care of all the furnishings in his/her residence.
- 16) Household decorations, if applicable.
- 17) Cars, which specifies that the participant may own and operate a car provided that: 1) the participant has a valid California driver's license; 2) obtains insurance coverage that meets the state mandated minimum requirements, and 3) can demonstrate that the participant can afford this type of expense. The policy will state that CONTRACTOR staff will assist the participant if the participant wishes to acquire a car as part of their budgeting process and help the participant to plan carefully for the expenses of vehicle ownership, including loan payments, insurance, registration, fuel, and maintenance but that, in no event and under no circumstance, do the CONTRACTOR, its officials and board members, and its employees or the COUNTY, its elected officials and board members, and its employees accept any liability for participants who choose to drive.
- 18) Lending or Borrowing Money, which specifies that the participant is responsible for all of their personal debt. Additionally the policy will state that CONTRACTOR will educate the participant on the importance of establishing and keeping a good credit rating and, as part of this training, the participant shall request and review a credit report to make sure the information is accurate. Should any discrepancies be found, appropriate steps will be taken by the participant to clear up the inaccuracy in the credit report.
- 19) Dating, which specifies that the participant may date but must follow all established rules, including curfew, visitors, underage drinking, and abstinence from illicit drugs.
- 20) Grounds for Termination, which states that the intent and goal of the THP-Plus program is to help build, strengthen, and sustain the self-reliance and independence of the participant as the participant transitions into a responsible adult living within the community. Further, that every effort will be made to help the participant make positive choices and that termination or removal of the participant from the program is considered a course of last resort. Additionally,

the policy shall state that the decision to remove or terminate a participant from the program will be made in consultation with the THP-Plus Program Team and that violations that could result in termination include, but are not limited to:

- i. Illegal activities, including but not limited to using and/or possessing illicit drugs and underage drinking.
 - ii. Repeated violation of program rules.
 - iii. Lack of effort in achieving educational or vocational goals.
 - iv. Lack of cooperation with the THP-Plus Program Team.
 - v. Behavior that is dangerous to the participant or to others.
 - vi. Continued refusal to take medications – Participants will be encouraged to take medications as prescribed by their doctor. If the failure to take such medications results in destructive or self-injurious behavior, law enforcement will be summoned immediately. Continued refusal by the participant to take medications resulting in destructive behavior may result in termination from the program.
- 21) Due Process, which specifies that services for participants will not be discontinued without due process and only after reviewing the grounds for discontinuance with the participant and in consultation with the THP-Plus Program Team, unless the discontinuance is due to the expiration of the term of the participant's contract and the participant is required to reapply for any future services under the THP-Plus Program.
 - 22) Free from Arbitrary and Capricious Rules, which states that the participant will not be subject to arbitrary or capricious rules and that rules will be made only after consultation with the THP-Plus Program Team. Further, that the justification or rationale for all rules will be explained to the participant and that if a participant feels a rule is arbitrary or capricious, he/she may appeal to the CONTRACTOR or to COUNTY.
 - 23) Right to Confidentiality, which states that all information and records obtained from or regarding the participant are confidential and will be held private and that CONTRACTOR shall be responsible for safeguarding the confidentiality and privacy of such information and records.
 - 24) Right to Privacy, which states that the participant shall have a right to privacy and that CONTRACTOR will respect that right. Further that, except for an emergency, CONTRACTOR will not enter the participant's residence without permission; however, it is also understood by all parties that the participant has the responsibility to allow reasonable access under program guidelines.

ATTACHMENT G
INDIVIDUAL PARTICIPANT FEE SCHEDULE AND COST JUSTIFICATION

COUNTY shall reimburse CONTRACTOR up to the maximum amount payable as specified in Attachment B, Provision B.1 BASE CONTRACT FEE for THP-Plus services rendered for (Name of Participant), based upon the following monthly rate agreed upon by both parties. CONTRACTOR understands and agrees that in no event shall the monthly rate of service for the participant exceed \$2,748.00.

Participant:		Provider:
Effective Date of Rate:		Rate:
BUDGET		
Personnel Expenses:		Monthly Cost
	Housing Specialist/Property Manager	
	Social Worker and Social Worker Supervision	
	Payroll Taxes and Benefits	
	Subtotal	
Program Expenses:		
	Rental Subsidy	
	Savings/Emancipation Fund Deposit	
	Grocery, cleaning supplies, etc.	
	Utility Assistance	
	Transportation Assistance	
	Other Program Expenses (i.e. personal necessities, clothing, recreation, laundry, etc.)	
	Subtotal	
Indirect Expenses		
	Indirect Costs *	
Total Budget (Rate)		

*Indirect Costs: Contractor shall provide a breakout of costs, which may include the cost of other program related operating expenses such as: evaluation expenses, audit expenses, office supplies, office rental, insurance, professional development of staff, office utilities, and program management. Total amount claimed for indirect cost shall not exceed 15% of the total costs salaries and benefits claimed for personnel expenses.

_____ Approved _____ Denied

 ILP Coordinator for COUNTY

 Date

 Authorized Official for COUNTY

 Date

Reason for Denial: _____

ATTACHMENT H INVOICE FORMAT

Contractor's Name and Address		Contact Name and Phone Number			
Contractor's Name:		Name:			
Contractors Address:		Phone:			
		FAX:			
Program		Period of Service/Invoice Number			
CWS THP-Plus					
Date of Service	Client Name	Rate	# of mo of Service	# of Days Prorated	Amount
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
GRAND TOTAL					\$ -

Certification:

I certify that this invoice is in all respects true and correct; that all material, supplies, or

Authorized Signer

Date

Mail original and back-up documentation to:
Yuba County Health and Human Services Department
Attention: Administration/Finance
P.O. Box 2320
Marysville, CA 95901