

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.

SEPTEMBER 13, 2011

8:30 A.M. YUBA COUNTY WATER AGENCY

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

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Abe
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA**: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
 - A. Administrative Services
 1. Approve amendment to the lease and the use permit with Reach Air Medical Services and authorize the Chair to execute same. (387-11)
 - B. Auditor-Controller
 1. Adopt resolutions to determine the appropriations of tax proceeds for 2011-2012; to determine the appropriations for special districts under the county; fixing general county wide tax rate; and fixing special tax rates for county, school district indebtedness. (388-11)
 - C. Board of Supervisors
 1. Appoint Charles J. Mathews, Division I, and Kay Siller Bowerman, Division II, to the Cordua Irrigation District Board of Directors for four-year terms through 2015. (389-11)
 2. Appoint Michael V. Rue and Victor Graf to the South Yuba Water District Board of Directors for four-year terms through 2015. (390-11)
 - D. Clerk of the Board of Supervisors
 1. Reappoint Lucille D. Bryant to the In Home Supportive Services Advisory Committee for a term to end September 13, 2013. (391-11)
 2. Appoint Melinda Staples to the First Five Yuba Commission for a term to end April 29, 2013. (392-11)
 3. Approve minutes from the budget workshops meeting of August 9 and regular meeting of August 23, 2011. (393-11)
 - E. Community Development and Services
 1. Adopt resolution authorizing Community Development and Services Director or his designee to complete purchase of single family residence APN 021-173-012 and 013-620-022 as part of the Neighborhood Stabilization Program and execute all documents needed for completion of purchase, rehabilitation and resale. (394-11)

2. Approve renewal of Hammon Grove Caretaker agreement with Wesley Dale Everett and authorize the Chair to execute same. (395-11)
3. Approve contract with MHM Inc. for performing a field survey, filing a record of survey to locate, restore, and document monuments depicted on an unrecorded survey map of Olivehurst from 1954 and authorize the Chair to execute same. (396-11)

F. Health and Human Services

1. Approve agreement with Children's Home Society for CalWORKs Child Care Services and authorize the Chair to execute same. (Human Services Committee recommends approval) (397-11)
2. Adopt resolution authorizing amendments and changes to the agreement for professional services for the Transitional Housing Placement Plus Program (THP-Plus). (Human Services Committee recommends approval) (398-11)

G. Sheriff-Coroner

1. Approve Memorandum of Understanding with Yuba County Office of Education to provide education programs for inmates for Fiscal Year 2011-2012 and authorize the Chair to execute same. (399-11)

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

V. **COUNTY DEPARTMENTS**

A. Board of Supervisors

1. Rule on timeliness of appeal received August 8, 2011, filed by Kathleen N. Mastagni Storm Esq. on behalf of Yuba County probation officers, group counselors, and supervisors. (400-11)

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

- A. Ordinance - Hold public hearing, waive reading, and introduce ordinance adjusting the boundaries of the Supervisorial Districts of the County of Yuba, State of California by amending Chapter 2.05 of the Ordinance Code. (Ten minute estimate) (401-11)

VII. **CORRESPONDENCE** (402-11)

- A. Annual Report from State of California Board of Equalization for 2009-2010.
- B. Letter from University of the Pacific McGeorge School of Law regarding AB 109 Criminal Justice Realignment. Copy provided to County Administrator
- C. Letter from Federal Emergency Management Agency regarding Letter of Map Revision.
- D. Letter from Lake County Board of Supervisors regarding infestation of Quagga and Zebra mussels.
- E. Notice from the State of California Fish and Game Commission regarding proposed regulatory action relative to abalone sport fishing. Copy provided to Fish and Game Advisory Commission
- F. Notice from the Yuba County Auditor-Controller enclosing Independent Audit and financial reports for Wheatland Cemetery District for year ending June 30, 2010.

VIII. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.

- IX. **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 013-560-050/Citizens Bank of Northern California 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 - Right of Way Acquisition 28 properties along Rupert Avenue Negotiating Parties: County of Yuba/Mike Lee/Kevin Mallen
 - C. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 014-010-016 /Williams Negotiating Parties: County of Yuba/Mike Lee/Kevin Mallen Negotiation: Terms of Purchase
 - D. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 010-194-002/018-230-018 Knife River (Baldwin Contracting Co.) Negotiating Parties: County of Yuba/Mike Lee/Kevin Mallen Negotiation: Terms of Purchase
 - E. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 016-350-003/Leak Family Trust Negotiating Parties: County of Yuba/Mike Lee/Kevin Negotiation: Terms of Purchase
 - F. Potential litigation pursuant to Government Code §54956.9(b) - Two Cases
 - G. Personnel pursuant to Government Code §54957 - Public Appointment/Instructions/Library Director
 - H. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - MSA and County of Yuba
- X. **ADJOURN**

NO COMMITTEE MEETINGS

4:30 P.M. 9/13/2011 **CANCELLED - Wheatland City/County Liaison Committee**
Wheatland City Hall
111 C Street
Wheatland, California

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

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

PUBLIC INFORMATION

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

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

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

PUBLIC HEARINGS: All members of the public shall be allowed to address the Board as to any item which is noticed on the Board's agenda as a public hearing. The Board has limited each person or group input to no more than 3 minutes. Any person or group may

provide the Board with a written statement in lieu of or in supplement to any oral statement made during a public hearing. Written statements shall be submitted to the Clerk of the Board.

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

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

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

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

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

End



CONSENT
AGENDA

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The County of Yuba

Department of Administrative Services

Doug McCoy – Director



387-11 ROUNDS 741-6248
MANAGEMENT 749-7880
SERVICES 749-7880
PRINT SHOP 749-7880
PURCHASING 749-7880
TELECOMMUNICATIONS 749-7880

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

September 13, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, *DM* Director of Administrative Services

SUBJECT: APPROVE AMENDMENT TO LEASE AND USE PERMIT BETWEEN THE COUNTY OF YUBA AND REACH AIR MEDICAL SERVICES

Recommendation:

It is recommended that the attached "Amendment to Lease and Use Permit" between the County of Yuba and Reach Air Medical Services be approved by the Board.

Background:

Reach Air Medical Services is headquartered in Santa Rosa, California. Reach provides air medical services, performing emergency and critical care transports via helicopter and airplane. In addition to air medical services, Reach provides contract aviation and patient referral services for other hospitals and air medical programs. Reach currently has bases in Contra Costa, Lake, Sacramento, Shasta, and Sonoma Counties. Reach has 13 aircraft and has accomplished more than 17,000 incident and accident-free patient transports via helicopter and airplane since it began operations in 1987.

Discussion:

Reach Air Medical Services has been located at the Yuba County Airport since 2005 on approximately 22,700 sf of area at the airport's emergency gate entry. This is a lease renewal. The previous lease provided the ability to renew their lease for an addition three year period. This lease renewal will continue until June 30, 2014. The lease provides \$17,628 in annual revenue to the Airport.

Committee Action:

This item was not considered by the Public Facilities Committee as it is a routine lease renewal.

Fiscal Impact:

The general fund is not affected by approval of this agreement. The permit fee is currently \$125 per month and is adjusted annually on July 1. The lease rate is \$1,344 per month or .059 cents per square foot, for a total monthly payment of \$1,469.

Attachment

May 3, 2011

Ms. Mary Hansen,
Airport Manager
Yuba County Airport
1364 Sky Harbor Drive
Olivehurst, CA 95961

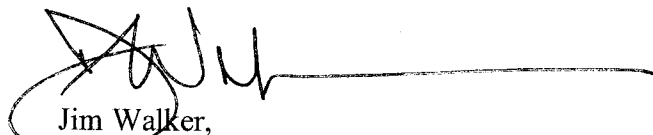
RE: Intent to Extend Existing Lease Term

Mary,

REACH Air Medical Services LLC requests to extend its current lease and use permit one (1) additional term of three (3) years in accordance with our initial agreement dated March 10, 2009. Please give me a call at (707) 324-2400 to finalize the details.

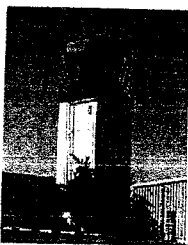
Thank you and REACH looks forward to another 36 months of serving the people of Yuba County and beyond.

Sincerely,



Jim Walker,
Facilities Manager

.cc Brian Karr, CFO
Jeff Kennedy, R7 GM



YUBA COUNTY AIRPORT
1364 Sky Harbor Drive, Olivehurst, CA 95961
530/741-6248

Mary Hansen, Airport Manager
mhansen@syix.com
www.yubacoairport.com

MEDIPLANE, INC.

Lease with County of Yuba

According to your lease agreement with the County of Yuba, page 3, Item 3.B, your monthly rental increase related to your requested lease extension is calculated below:

CPI May 2008	682.718
Less CPI, April 2011	<u>719.752</u>

Equals index point change	37.034
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Percent Change Calculation:

Index point change	37.034
Divided by previous index	682.718
Equals	.05424
Result multiplied by 100	.05424 x 100
Equals percent change	5.4249%

Monthly Payment Effective 7/1/2011	\$1,275 x 5.4249%
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Increase	\$69.00
Total base rent	\$1,344.00

Current airport use permit	\$125.00
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Total new payment	\$1,469.00
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AMENDMENT TO LEASE AND USE PERMIT

THIS AMENDMENT TO LEASE AND USE PERMIT made and entered into this ____ day of July, 2011, is an amendment to the Lease and Use Permit dated March 10, 2009, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter referred to as "Lessor," and MEDIPLANE, INC., a California corporation dba REACH AIR MEDICAL SERVICES, hereinafter referred to as "Lessee":

WITNESSETH:

WHEREAS, Lessor has leased to Lessee certain premises described in the lease dated March 10, 2009; and

WHEREAS, the terms of said lease thereto expire on June 30, 2011; and

WHEREAS, it is the desire of the Lessee to continue the lease on the premises and exercise the right to extend the lease an additional term.

NOW, THEREFORE, the parties hereto agree as follows:

1. The lease of March 10, 2009, for the premises described therein is hereby extended for a period of three years, beginning July 1, 2011, and terminating on the 30th day of June, 2014;

2. Item 3. Consideration. Is hereby deleted in its entirety and replaced with the following:

A. Lessee hereby agrees to pay as rent for said premises the sum of ONE THOUSAND THREE HUNDRED FORTY-FOUR DOLLARS (\$1,344.00) per month and ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) per month airport use permit fee, payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the term hereof. Said rent and fee shall be paid in lawful money of the United States of America and shall be paid to Lessor at the address set forth herein for notices, or to such other person or persons, or at such other places, as Lessor may designate in writing. Rent for any period less than a calendar month shall be a pro rata portion of the monthly installment.

B. Lessee shall pay Lessor all other fees and charges as billed by Lessor pursuant to any separate agreement between the parties for services not referred to herein.

C. The airport use permit is set annually by the Board of Supervisors and may be increased by Board action.

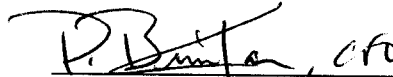
3. All other terms and conditions of the Lease and Use Permit shall continue to remain in full force and effect.

IN WITNESS WHEREOF the Lessor and Lessee have executed this Amendment to Lease and Use Permit the date and year first above written.

COUNTY OF YUBA

Chairman

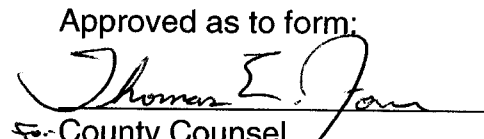
REACH AIR MEDICAL



~~Jim Walker, "Lessee"~~
D. BRIAN KARR
CFO

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board
of Supervisors

By _____

Approved as to form:


County Counsel

**AIRPORT GROUND LEASE
AND USE PERMIT**

THIS LEASE AND USE PERMIT made and entered into this 10th day of March, 2009, by and between the COUNTY OF YUBA, a political subdivision of the State of California, hereinafter designated "Lessor," and MEDIPLANE, INC., a California corporation dba REACH AIR MEDICAL SERVICES, hereinafter called "Lessee."

WITNESSETH

WHEREAS, Lessor owns and operates the public airport facilities situated in the County of Yuba, California, hereinafter referred to as "Airport"; and

WHEREAS, said real property is devoted to and held for airport development; and

WHEREAS, Lessee desires to conduct helicopter and airplane patient transfers for critically ill patients providing a base location at Airport; and

WHEREAS, air ambulance services are essential for responding to emergency situations requiring immediate medical attention not available in the general area of incident; and Lessee is qualified, ready, willing, and able to provide such services; and

WHEREAS, pursuant to the provisions of Section 25536, Government Code, Lessor is authorized to enter into leases of all or any portion of said property without complying with the provisions of Title 3, Division 2, Part 2, Article 8, of the Government Code; and

WHEREAS, Lessor hereby finds that the terms and conditions as set forth herein below are beneficial and necessary to promote the welfare and convenience of the public using the Airport.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. LEASED PREMISES

1.1 Lessor hereby sets over, leases, and demises to Lessee, and Lessee hereby hires from Lessor, all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows:

**Yuba County Airport
North Terminal Area**
Containing approximately 22,700 square feet

Attached to this Lease and Use Permit and marked "Exhibit A" is the subject map showing the specific location of the property herein demised, which for this purpose is incorporated herein and by this reference made a part hereof.

1.2 County's Right To Relocation Tenant: Upon first giving six (6) months advance written notice to Lessee, and for any reason, County shall have the unilateral right, at County's sole cost and expense, to relocate Tenant to another location of similar size on County's Airport property, which contains comparable size and condition as existed immediately prior to relocation of Lessee. In the event Lessee reasonably disagrees with the new location, Lessee's sole remedy shall be to terminate this Lease and Use Permit, whereupon this Lease and Use Permit shall be void and Lessee shall have no obligation or liability of any kind or nature to County, except as to those obligations or liabilities which are deemed to survive the termination of this Lease.

2. TERM: The term of this Lease and Use Permit shall commence on the 1st day of July, 2008, and terminate on the 30th day of June, 2011 (the "Termination Date"), unless earlier

terminated under the provisions of this Lease and Use Permit. Lessee shall be entitled, but not obligated, at its sole option, to extend the term of this Lease and Use Permit one (1) additional term of three years. Lessee shall be deemed to have elected to have extended this Lease and Use Permit for an additional three (3) years, if Lessee has not delivered to County, not less than one hundred eighty (180) days prior to the expiration of the term, Lessee's notice of intent not to extend the term of the Lease and Use Permit.

3. CONSIDERATION:

A. Lessee hereby agrees to pay as rent for said premises the sum of ONE THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS (\$1,275.00) per month and ONE HUNDRED DOLLARS (\$100.00) per month airport use permit fee, payable without deduction, setoff, prior notice, or demand, on or before the first day of each calendar month during the term hereof. Said rent and fee shall be paid in lawful money of the United States of America and shall be paid to Lessor at the address set forth herein for notices, or to such other person or persons, or at such other places, as Lessor may designate in writing. Rent for any period less than a calendar month shall be a pro rata portion of the monthly installment.

B. If this Lease and Use Permit is extended, the monthly rental shall be increased in the same proportion that the Consumer Price Index (ALL URBAN CONSUMERS-ALL ITEMS) figure for the San Francisco-Oakland area, published by the United States Department of Labor, Bureau of Labor Statistics, for the month of May, 2008, bears to the said index figure for the month of May, 2011, which is hereby stipulated to be 682.718.

C. Lessee shall pay Lessor all other fees and charges as billed by Lessor pursuant to any separate agreement between the parties for services not referred to herein.

D. The airport use permit fee is set annually by the Yuba County Board of Supervisors and may be increased by Board action.

4. LATE CHARGES AND RETURN CHECK CHARGE:

A. Lessee hereby acknowledges that late payment by Lessee to Lessor of rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease and Use Permit, the exact amount of which are not limited to, administrative processing of delinquent notices and accounting charges. Accordingly, if any installment of rent or of a sum due from Lessee is not received by Lessor or postmarked within ten (10) days after said amount is due, then Lessee shall pay to Lessor a late charge equal to one percent (1%) of the rent in effect at the time or Twenty-five Dollars (\$25.00), whichever is greater. A late charge shall be applied each month rent is delinquent. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Lessor will incur by reason of the late payment by Lessee. Acceptance of late charges by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

B. Lessee agrees to pay Lessor a special handling charge of Twenty-five Dollars (\$25.00) for any check dishonored by the bank for any reason. This charge shall be added to and become part of Lessee's obligations hereunder, and shall be in addition to any charge for late payment provided for herein. Lessee agrees to pay Lessor immediately upon request any and all charges for dishonored checks.

5. OPERATIONS:

A. The premises shall be used and occupied by Lessee solely for the construction and operation of a building suitable for use as a medical air ambulance and

medical air vital organ transport facility, including operation of Lessee aircraft, operation of pilots' and medical crew quarters, flight preparation and waiting room, office use for pilots, medical personnel and administrative personnel, storage of office and medical supplies, materials, and equipment, air charters, and directly related activities. Permitted uses also include aircraft maintenance and storage and Lessee performs its own aircraft maintenance.

B. Lessee shall have the right to construct fuel service/storage improvements for Lessee's sole use. Construction and use of these facilities would be in conformance with all then applicable laws and the Airport Rules & Regulations. Fuel co-ops are not permitted. Lessee will be required to enter into a separate Airport Fuel Agreement before conducting any fueling operations.

7. STANDARDS: In providing any of the required and/or authorized services or activities specified in this Lease and Use Permit, Lessee shall operate for the use and benefit of the public and shall meet or exceed the following standards:

A. Lessee shall select and appoint a full-time manager of its operations at the Airport. The manager shall be qualified and experienced, and vested with full power and authority to act in the name of Lessee with respect to the method, manner, and conduct of the operation of the services to be provided under this Lease and Use Permit. The manager shall be available at the Airport during regular business hours. During the manager's absence, a duly authorized subordinate shall be in charge and available at the Airport.

B. Lessee shall provide, at its sole expense, a sufficient number of employees to provide effectively and efficiently the services required or authorized in this Lease and Use Permit.

C. Lessee shall control the conduct, demeanor, and appearance of its employees, who shall be trained by Lessee, and who shall possess such technical qualifications and hold such certificates of qualification as may be required in carrying out assigned duties. It shall be the responsibility of Lessee to maintain close supervision over its employees to assure a high standard of service to customers of Lessee.

D. Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises or property at any time situated therein and thereon. Lessee may, however, at its sole expense and cost, contest any tax, fee, or assessment.

E. All of Lessee's activities conducted on Airport must be in accordance with appropriate federal and state statutory and decisional laws, Yuba County ordinances, rules, and regulations, and the requirements of any other duly authorized government agency; however, in the event any such law, rules, regulations or requirement is changed subsequent to the execution of this Lease and Use Permit and Lessee's activities are affected thereby, Lessee shall be allowed a reasonable time within which to comply with such change. Lessee shall conform and comply with all noise abatement rules and regulations applicable to Airport. Lessee agrees to conduct all flights, activities authorized herein, and ground operations on, at, or near the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations and activities, including any appropriate or applicable FAA certifications. Lessee shall furnish the Airport Manager a copy of such certifications, upon request.

F. Lessee shall at all times and at its own cost and expense have all its owned or operated commercial aircraft maintained in good operating order and free from known mechanical defects.

G. The method and arrangement for operating on the Airport, including but not limited to the parking of aircraft, shall be subject to the review and approval of the Airport Manager. The Airport Manager shall at all times have final authority to designate the aprons, ramps, taxiways, runways, roadways, terminal, and common use areas at Airport to be utilized by Lessee in connection with its aircraft.

8. NONEXCLUSIVE RIGHT: It is not the intent of this Lease and Use Permit to grant to Lessee the exclusive right to provide any or all of the services described in this article at any time during the term of this Lease and Use Permit. Lessor reserves the right, as its sole discretion, to grant others certain rights and privileges upon the Airport, which are identical in part or in whole to those granted to Lessee. However, Lessor does covenant and agree that:

A. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the Airport;

B. Any other operator or aeronautical endeavors or activities will not be permitted to operate on the Airport under rates, or terms of conditions which are more favorable than those set forth in this Lease and Use Permit; and

C. It will not permit the conduct of any aeronautical endeavor or activity at the Airport except under an approved lease and operating permit agreement.

9. USE OF COMMON AREAS:

A. Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which are or may hereafter be connected with

or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking designated by Lessor.

B. Lessor shall maintain all public and common or joint use areas of the premises, including the Air Operations Area, in good repair; and shall make such repairs, replacements, or additions thereto as, in its opinion, are required and necessary for the safe and efficient operation of the fixed-base operations.

C. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

10. USE OF PREMISES: Except as otherwise specifically limited herein, the leased premises shall be used by Lessee only for the purpose of conducting therein and thereon air ambulance services and for no other purpose. Except for Lessor's obligations specifically set forth in this Lease and Use Permit, Lessee shall promptly comply with all laws, ordinances, orders, and regulations affecting the leased premises and its cleanliness, safety, occupation, and use. Lessee shall not do or permit anything to be done in or about the leased premises, or bring or keep anything on the leased premises, that (i) will increase the premiums (unless Lessee pays such increase) or cause cancellation of any insurance on the building, (ii) is prohibited by any insurance on the building, (iii) would invalidate or be in conflict with the insurance coverage on the building, (iv) would invalidate any liability insurance of Lessor, or (v) may be a nuisance or menace to other tenants or users of the Airport provided. If Lessee is prohibited from using the leased premises for the permitted uses and purposes set forth in this

paragraph 11 in order to comply with the covenants of this paragraph (other than payment of increased premiums), Lessee may terminate this Lease and Use Permit upon written notice thereof given to Lessor within thirty (30) days of such prohibited use. Lessee agrees to pay for any additional premiums on Lessor's fire and liability insurance policies charged by reason Lessee's use of or operations on the leased premises. Lessee shall have the nonexclusive right to the use in common with others of the runways and taxiways at the Airport, subject to the restrictions herein provided and to the rights of Lessor herein reserved. No spray painting using inflammable paints or liquids will be done within the building without proper fire prevention and suppression equipment approved by Lessor.

11. SIGNS: During the term of this Lease and Use Permit, Lessee shall have the right, at its expense, to place in or on the premises a sign or signs identifying Lessee. Said sign or signs shall be of a size, shape, and design, and at a location or locations, approved by the Airport Manager and in conformance with any overall directional graphics or sign program established by Lessor. Notwithstanding any other provision of this Lease, said signs(s) shall remain the property of Lessee. Lessee shall remove, at its expense, all lettering, signs, and placards so erected on the premises at the expiration of the term of this Lease and Use Permit.

12. INSURANCE: Lessee shall throughout the existence of this Lease and Use Permit, at its own cost and expense, procure and maintain in full force and effect comprehensive general liability insurance in the minimum amounts of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit as specified in Exhibit B. The provisions of Exhibit B attached hereto are incorporated herein by reference.

13. INDEMNITY: Lessee shall indemnify and defend the County and its officers, agents and employees against and hold it harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County's officers, agents and employees, which shall in any way arise out of or be connected with Lessee's operations hereunder, unless such damage, loss, injury or death shall be caused solely by the negligence of County.

14. MAINTENANCE: The premises are leased "as is." Lessee shall be responsible for the maintenance and repair of the premises and shall keep and maintain the premises in good condition, order, and repair, and shall surrender the same upon the expiration of this Lease and Use Permit in the condition in which they are required to be kept, reasonable wear, tear, and damage by the elements not caused by Lessee's negligence excepted.

15. ALTERATIONS, ADDITIONS, IMPROVEMENTS:

A. Lessee shall construct improvements as required for the air ambulance operation, including the placement of a modular building for use as their administration building.

B. All of the Lessee's work shall, upon construction or installation, become a part of the leased premises, subject to the use and occupancy of Lessee, and upon expiration or termination of this Lease does not become the property of Lessor. Lessee shall have the right at the termination of this Lease and Use Permit and within a reasonable amount of time after such expiration to remove Lessee's buildings, cement floors, personal property, and trade fixtures, provided any damage to Lessor's property resulting from such removal shall be repaired or restored at Lessee's expense. Any of Lessee's buildings, personal property, or trade fixtures that are not removed after a reasonable amount of time after the date of any

termination of this Lease shall thereafter belong to Lessor without payment of any consideration therefor.

C. Lessee shall submit to Lessor for approval all detailed plans and specifications for all leasehold improvements. Lessor agrees that it shall either approve the plans and specifications as submitted, or transmit proposed revisions to Lessee, within thirty (30) calendar days of receipt of the plans and specifications from Lessee.

D. In the event that Lessor requires revisions of the original plans and specifications, Lessee shall have thirty (30) calendar days from the date of receipt of the proposed revisions to resubmit the plans and specifications for Lessor's approval. Lessor's approval of plans and specifications shall not be withheld unreasonably.

E. Upon receiving final Lessor approval of the plans and specifications, Lessee shall engage one or more qualified contractors to construct said improvements. Construction shall commence within sixty (60) calendar days of Lessee's receipt of Lessor's final approval of the plans and specifications and shall be scheduled for completion not later than one hundred eighty (180) calendar days after commencement of construction.

F. Lessee, at its own expense, shall procure all necessary permits for any construction of facilities, and all work and installations shall be made in accordance with all applicable laws, ordinances, and rules and regulations of any governmental body having jurisdiction of such matters. Lessee shall save Lessor harmless from any loss or damage by reason of any mechanics lien or encumbrance of any kind or nature.

G. This Lease and Use Permit shall be subject to the Federal Aviation Administration's approval of any proposed construction as provided for on Federal Aviation Administration Form 7460-1.

16. TAXES: Under this Lease and Use Permit, a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to California Revenue and Taxation Code Section 107.6 that such property interest may be subject to property taxation created, and that the party to whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. Lessee shall pay all taxes of whatever character that may be levied or charged upon Lessee's operations hereunder and upon Lessee's right to use Airport.

17. UTILITIES: Lessee shall have sole and exclusive responsibility for obtaining all electricity, gas, water, telephone, sewer, or other utility services and for the payment of all rates or charges levied, assessed, or charged against said premises in the operation thereof for such services. Lessee will furnish its own heat, light, and power for the operation of said premises, including but not limited to any service charges, connection or installation fees, related thereto.

18. ASSIGNMENT OR SUBLEASE:

A. Lessee shall not assign or transfer in whole or in part by operation of law or otherwise this Lease and Use Permit or any of the Lessee's rights, duties, or obligations hereunder nor sublet any portion or all of the premises leased hereunder or the hangar constructed upon said premises without Lessor's consent to assignment of this Lease and Use Permit, and the Lessor shall not unreasonably withhold his consent to assignment. Lessor retains the right at time of proposed assignment to terminate this Lease and Use Permit and renegotiate a new Lease and Use Permit with proposed assignees at Lessor's option.

B. Lessee shall have the right to sublease up to 100 percent (100%) of his leasehold with the approval of the Airport Manager, but sublessees do not have the right to further sublease any of the property. Sublessees will be required to pay appropriate use and fees or charges as established from time to time by the County. Any sublease of this Lease and

Use Permit shall also contain the above provision prohibiting further subleasing by sublessees.

C. If Lessee, without securing prior written approval of Lessor, attempts to effect such a transfer, assignment, sublease, or if a transfer occurs by operation of law, Lessor may terminate this Lease and Use Permit upon thirty (30) days' notice to Lessee without further liability to Lessor and such assignment, transfer, or sublease shall be void.

19. DEFAULT: In the event Lessee is in default in the payment on any amount due under the terms of this Lease and Use Permit or defaults in the performance of any of the covenants or conditions on Lessee's part to be performed, then Lessor, at its option, may terminate this Lease and re-enter upon the premises. Lessor shall have the right to retain all rents and any other sums owing and unpaid to the date of termination hereunder.

20. BANKRUPTCY: In the event of bankruptcy, either voluntary or involuntary, or any assignment for the benefit of creditors made by Lessee, Lessee's interest hereunder shall automatically terminate.

21. FIRE DAMAGE: It is mutually understood and agreed between the parties hereto that in the event any portion of the demised premises be destroyed by fire and the same cannot be repaired within ninety (90) days, then Lessee may elect to terminate this Lease and Use Permit. If the damage is so severe as to interfere with Lessee's use and enjoyment to the extent that Lessee must temporarily vacate the premises and, in the event such restoration can be made within ninety (90) days, Lessor agrees to restore said premises provided further that during the period of non-occupancy by Lessee, the rent for said premises shall not be the responsibility or obligation of Lessee.

22. BREACH OR NONCOMPLIANCE: The waiver of any breach or noncompliance with any terms, covenants, conditions, or provisions of this Lease and Use Permit or any rules, regulations, or decisions adopted pursuant thereto shall not constitute the waiver of any

subsequent breach thereof whether such breach or noncompliance be the same or of a different kind or character.

23. ATTORNEY'S FEES: In case Lessor, without fault on its part, be made a part to any litigation commenced by or against Lessee, Lessee shall pay all costs, reasonable attorney's fees, and expenses which may be incurred or imposed on Lessor by or in connection with such litigation. Should either party hereto bring any action at law or in equity to enforce any of the rights hereunder, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and any other relief that may be granted by the court, whether or not the party prevailing in such action be the party who instituted the same.

24. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances as shown on Exhibit C, attached hereto and made a part hereof.

25. NOTICES: Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party pursuant to this Lease and Use Permit shall be in writing and either served personally or sent by prepaid, first-class mail. Such matters shall be addressed to the other party at the following address:

To County At:

Airport Manager
YUBA COUNTY AIRPORT
1364 Sky Harbor Drive
Marysville, CA 95901

To Lessee At:

REACH AIR MEDICAL SERVICES
451 Aviation Boulevard, Suite 201
Santa Rosa, CA 95403

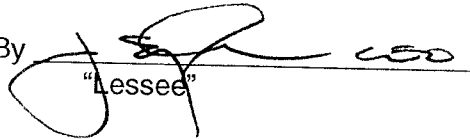
Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this paragraph. An affidavit of such mailing shall be executed under penalty of perjury by the person depositing such notice in the mail, and such affidavit shall set forth the

date, time, and place of such mailing and be delivered to the other party within 48 hours of such mailing.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written

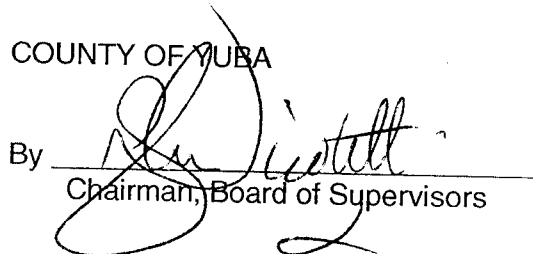
REACH AIR MEDICAL

By

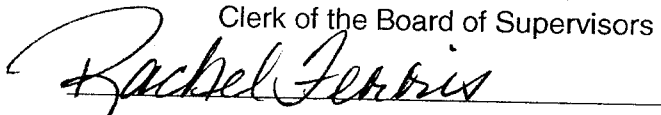

"Lessee"

COUNTY OF YUBA

By


Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors


Rachel Ferris

APPROVED AS TO FORM:

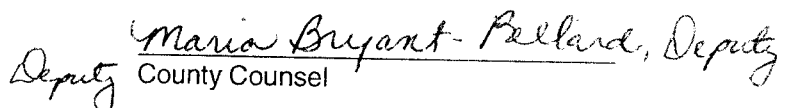

Deputy Maria Bryant-Bellard, Deputy
County Counsel

EXHIBIT B

COUNTY of Yuba Insurance Requirements

B.1 INSURANCE. LESSEE 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 LESSEE's operation and use of the leased premises. The cost of such insurance shall be borne by the LESSEE.

B.2 MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

- (a) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- (b) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance (for LESSEEs with employees).
- (c) Property insurance against all risks of loss to any tenant improvements or betterments.

B.3 MINIMUM LIMITS OF INSURANCE. LESSEE shall maintain limits no less than:

- 1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Workers' Compensation: As required by the State of California
- 3. Employer's Liability: **\$1,000,000** each accident, **\$1,000,000** policy limit
bodily injury by disease, **\$1,000,000** each
employee bodily injury by disease
- 4. Property Insurance: Full replacement cost with no coinsurance penalty provision.

B.4 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 LESSEE shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

B.5 OTHER INSURANCE PROVISIONS. The general liability policy is 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 ownership, maintenance or use of that part of the premises leased to the LESSEE.
- (b) The LESSEE'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 LESSEE'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, except after thirty (30) day's prior written notice has been provided to the COUNTY.

B.6 SUBLESSEES. In addition to the above requirements, if LESSEE hires a SUBLESSEE under this Agreement LESSEE shall include all SUBLESSEES as insureds under its policies or shall furnish separate certificates and endorsements for each SUBLESSEE. All coverages for SUBLESSEES shall be subject to all of the requirements stated herein. If LESSEE requires SUBLESSEES to provide insurance coverage, then LESSEE shall be named as additional insureds under such policy or policies.

B.7 ACCEPTIBILITY 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 by the COUNTY.

B.8 VERIFICATION OF COVERAGE. LESSEE shall furnish the COUNTY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the COUNTY or on other than the COUNTY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

EXHIBIT C

FEDERAL AVIATION ADMINISTRATION ASSURANCES

COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Lessee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the (Lessee, licensee, Lessee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, the County of Yuba shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
4. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the County of Yuba shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the County of Yuba or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Lessee agrees that it shall insert the above five provisions in any permit by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The County of Yuba reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance.

9. The County of Yuba reserves the right, but shall not be obligated to the Lessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Lessee in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the County of Yuba and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the County of Yuba, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Yuba County Airport.

12. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

13. The Lessee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of 65 feet. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

14. The Lessee by accepting this Lease agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Yuba County Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Lessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

The foregoing instrument is a Correct Copy
of the original on file in this office
ATTEST: DONNA STOTTEMEYER
Clerk of the Board of Supervisors of the
County of Yuba, State of California

By Richard Garcia
Date: March 10, 2009

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA
STATE OF CALIFORNIA

IN RE:

RESOLUTION OF THE
BOARD OF SUPERVISORS
THE COUNTY OF YUBA TO
DETERMINE THE APPROPRIATIONS
OF TAX PROCEEDS FOR 2011-12

RESOLUTION NO. _____

RESOLVED by the Board of Supervisors of the County of Yuba, State of California, that for 2011-12 the change in California per capita Personal Income together with change in population of Yuba County shall be applied to the 2010-11 appropriation limit to reach the 2011-12 appropriation limit, and that the maximum limit applicable to the 2011-12 appropriation of tax proceeds, as calculated is \$57,744,593. See Exhibit A. This is in accordance with Article XIII B of the constitution of the State of California.

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:

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: DONNA STOTTEMEYER
Clerk of the Board of Supervisors


APPROVED AS TO FORM
ANGIL MORRIS-JONES, COUNTY COUNSEL

County of Yuba
Statement of Appropriation Limitation
2011-12

Limitation for 2010-2011					\$55,822,706
--------------------------	--	--	--	--	--------------

Adjustment

2011-12 Factors

CPI

1.0251

Population

x 1.0091

=

x 1.0344

Limitation for 2011-12

\$57,744,593

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA
STATE OF CALIFORNIA

IN RE:)	
)	RESOLUTION NO. _____
RESOLUTION OF THE)	
BOARD OF SUPERVISORS OF)	
THE COUNTY OF YUBA TO)	
DETERMINE THE APPROPRIATIONS)	
FOR SPECIAL DISTRICTS UNDER)	
<u>THE COUNTY</u>)	

RESOLVED by the Board of Supervisors of the County of Yuba, State of California, that the maximum limits applicable to 2011-12 appropriations of tax proceeds as calculated for the Special Districts under the County is reflected in Exhibit A attached in accordance with Article XIII B of the Constitution of the State of California.

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

AYES:

NOES:

ABSENT

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: DONNA STOTTEMEYER
Clerk of the Board of Supervisors


APPROVED AS TO FORM
ANGIL MORRIS-JONES, COUNTY COUNSEL

EXHIBIT A

SPECIAL DISTRICTS UNDER THE BOARD OF SUPERVISORS
STATEMENT OF SUMMARIES OF THE COMPUTED APPROPRIATION LIMIT
FOR FISCAL YEAR 2011-12

DISTRICT:	FY 2010-11 LIMIT	CA CPI Change	Population Change	Composite Change	FY 2011-12 LIMIT
Linda Street Lighting District	298,559	1.0251	X 1.0091 =	1.0344	308,838
County Service Area #2	11,451	1.0251	X 1.0091 =	1.0344	11,845
County Service Area #4	1,134	1.0251	X 1.0091 =	1.0344	1,173

**BOARD OF SUPERVISORS
COUNTY OF YUBA
STATE OF CALIFORNIA**

IN RE:

RESOLUTION FIXING GENERAL) RESOLUTION NO. _____
COUNTY WIDE TAX RATE _____)

WHEREAS, Government Code section 29100 requires the Board of Supervisors to adopt, on or before on or before October 3 of each year, the rates of taxes on the secured roll, not to exceed the one-percent limitation specified in Article XIII A of the California Constitution and sections 93 and 100 of the California Revenue and Taxation Code; and

WHEREAS, Government Code section 29100 further provides with regard to voter-approved indebtedness, the Board of Supervisors shall adopt a tax rate on the secured roll by determining the percentage of full value of property on the secured roll legally subject to support the annual debt requirement.

NOW, THEREFORE, BE IT RESOLVED:

County Wide General.....	1.000000 %
Unitary Bond Indebtedness.....	.000301 %
BVID Bond.....	.100000 %

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:

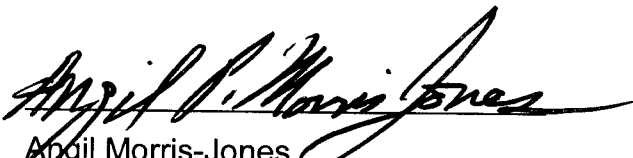
ABSENT:

CHAIRMAN OF THE
BOARD OF SUPERVISORS

ATTEST: Donna Stottlemeyer
Clerk of Board of Supervisors

By: _____

APPROVED AS TO FORM


Angil Morris-Jones,
COUNTY COUNSEL

**BOARD OF SUPERVISORS
COUNTY OF YUBA
STATE OF CALIFORNIA**

IN RE:

RESOLUTION FIXING SPECIAL TAX)
RATES FOR COUNTY, SCHOOL)
DISTRICT INDEBTEDNESS)

RESOLUTION NO. _____

WHEREAS, Government Code section 29102 requires the Board of Supervisors to adopt tax rates and levy taxes for school districts for which a tax levy is carried on the regular County Assessment Roll; and

WHEREAS, Government Code section 29100 specifies the procedure to be followed and requires the Board of Supervisors to adopt, on or before October 3 of each year, the rates of taxes on the secured roll, not to exceed the one-percent limitation specified in Article XIII A of the California Constitution and Revenue and Taxation Code section 93 and 100; and further provides that the Board shall adopt the rates on the secured roll by determining the percentage of full value of property on the secured roll legally subject to support the annual debt requirement.

NOW, THEREFORE, BE IT RESOLVED:

HIGH SCHOOLS

MJUSD – GO BOND 20060226228 %
MJUSD – GO BOND 20080346900 %
MJUSD – GO BOND 20090563974 %
NEVADA HIGH LEASE0087000 %
WEST PLACER0260920 %

COMMUNITY COLLEGES

YCCD BOND 2006 A0045377 %

YCCD BOND 2006 B0107885 %

YCCD BOND 2006 C0097740 %

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

AYES:

NOES:

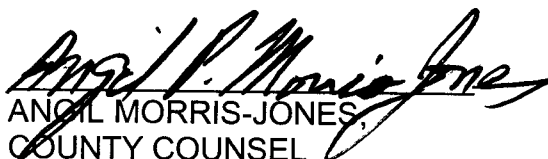
ABSENT:

CHAIRMAN OF THE
BOARD OF SUPERVISORS

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM


ANCIL MORRIS-JONES
COUNTY COUNSEL

**MINASIAN, MEITH,
SOARES, SEXTON &
COOPER, LLP**

ATTORNEYS AT LAW
A Partnership Including Professional Corporations

1681 BIRD STREET
P.O. BOX 1679
OROVILLE, CALIFORNIA 95965-1679

Writer's e-mail: pminasian@minasianlaw.com

PAUL R. MINASIAN, INC.
JEFFREY A. MEITH
M. ANTHONY SOARES
DUSTIN C. COOPER
DAVID J. STEFFENSON
ANDREW J. McCLURE
EMILY E. LaMOE

WILLIAM H. SPRUANCE,
Of Counsel

MICHAEL V. SEXTON,
Of Counsel

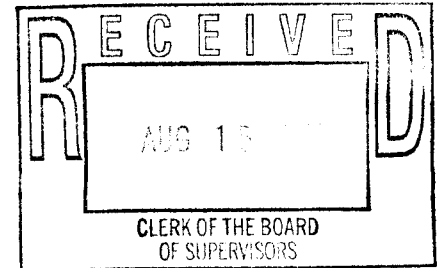
TELEPHONE:
(530) 533-2885

FACSIMILE:
(530) 533-0197

389-11

August 12, 2011

Yuba County Board of Supervisors
915 8th Street, Ste 109
Marysville, California 95901



Re: Cordua Irrigation District – Election of Directors

Ladies & Gentlemen of the Board of Supervisors:

The Cordua Irrigation District received before the close of the nomination period the nomination papers for the position of Director from the following candidates:

Charles J. Mathews, Division I

[REDACTED], Marysville, California 95901

Kay Siller Bowerman, Division II

[REDACTED] Yuba City, California 95993

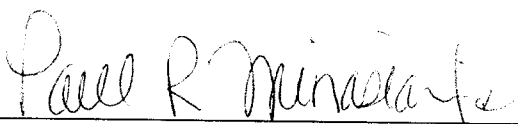
Because the nomination papers do not exceed the number of positions held, no election is required, and you are requested to confirm the appointment of the above individuals for the full term 4-year term through 2015 because the number of candidates do not exceed the open positions.

Very truly yours,

MINASIAN, MEITH, SOARES
SEXTON & COOPER, LLP

- dictated but not read; signed in
writers' absence to avoid delay -

By:


PAUL R. MINASIAN, Acting Secretary

:dd

cc: Board of Directors, Cordua Irrigation District
Yuba County Department of Elections
S:\Denise\ELECTION\Cordua Board of Supervisors Re Appointment 2011.wpd

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**MINASIAN, MEITH,
SOARES, SEXTON &
COOPER, LLP**

ATTORNEYS AT LAW
A Partnership Including Professional Corporations

1681 BIRD STREET
P.O. BOX 1679
OROVILLE, CALIFORNIA 95965-1679

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WILLIAM H. SPRUANCE,
Of Counsel

390-11

MICHAEL V. SEXTON,
Of Counsel

August 26, 2011

Yuba County Board of Supervisors
915 8th Street, Ste 109
Marysville, California 95901

Re: South Yuba Water District

Ladies & Gentlemen of the Board of Supervisors:

The South Yuba Water District received before the close of the nomination period the nomination papers for the position of Director from the following candidates:

Michael E. Rue, Incumbent

[REDACTED], Rio Oso, California 95674

Victor Graf, Incumbent

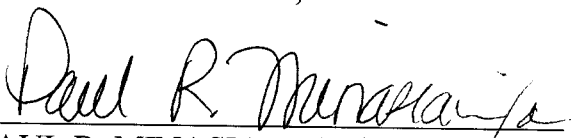
[REDACTED], Carmichael, California 95608-2198

Because the nomination papers do not exceed the number of positions held, no election is required, and you are requested to confirm the appointment of the above persons to those positions for the full 4-year term through 2015 because the number of candidates does not exceed the open positions.

Very truly yours,

MINASIAN, MEITH, SOARES
SEXTON & COOPER, LLP

By:


PAUL R. MINASIAN, Acting Secretary

PRM:dd

cc: Board of Directors, South Yuba Water District
Yuba County Department of Elections
S:\Denise\ELECTION\SYWD Board of Supervisors re Appointment 2011.wpd

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The County of Yuba

Office of Clerk of the Board of Supervisors

391-11



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board 

Subject: In-Home Supportive Services Advisory Committee – Representative

Date: September 13, 2011

Recommendation

Reappoint Lucille D. Bryant to the In-Home Supportive Services Advisory Committee for a term to end September 13, 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. Bryant term who has been serving on the board since 2003.

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

Office of Clerk of the Board of Supervisors

392-11



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

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

Subject: First Five Yuba Commission – Representative

Date: September 13, 2011

Recommendation

Appoint Melinda Staples to the First Five Yuba Commission for a term to end April 29, 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 an unscheduled vacancy due to the resignation of Ms. Tara Crim. An application has been received from Ms. Staples and is attached for your review and consideration along with a recommendation for appointment from the First Five Yuba Commission.

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



From: Sharkey, Jenny
Sent: Wednesday, August 31, 2011 2:40 PM
To: Ferris, Rachel
Subject: appointment

Hi Rachel:

On August 25, 2011, the Commission reviewed Melinda Staples' application and recommends appointment to the First 5 Yuba Commission. Please let me know if you have any questions.

Jenny Sharkey, MA

Executive Director



www.first5yuba.org

"A Tobacco Tax Program"

1114 Yuba Street, Suite 121

Marysville, CA 95901

530-749-4876 phone 530-749-4840 fax

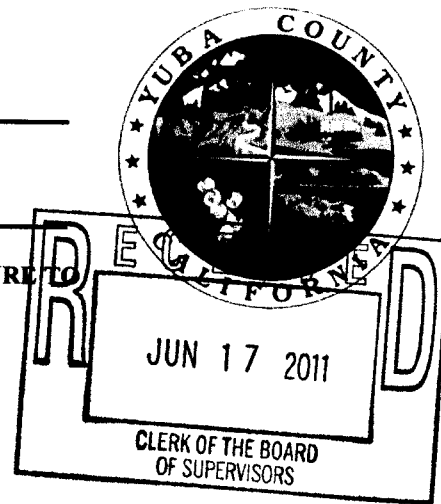
Click here for our website www.first5yuba.org or here to join our [Facebook](#) page.

The County of Yuba

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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO

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



Dist 5 Yuba
PLEASE FILL IN NAME OF BOARD/COMMISSION/COMMITTEE ON WHICH YOU WOULD LIKE TO SERVE

APPLICANT NAME:

Melinda Staples

MAILING ADDRESS:

PHYSICAL ADDRESS:

SAME

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION:
SUPERVISOR/DISTRICT
NUMBER:

Homemaker/mother of 7,

REASONS YOU WISH TO

SERVE ON THIS BODY:

QUALIFICATIONS:

BS in Early Childhood Education, mother of 7 children,
designed my own preschool program, taught art

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD:

Room parent coordinator for Browns Valley Elem, PTA
board, SITE Council for Foothill & Browns Valley, MUSD District
budget committee

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

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

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

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

SIGNATURE

Melinda Staples

DATE

6-16-11

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

Melinda Staples

June 29, 2011

Dear Ms. Sharkey:

I am interested in applying for the position of Commissioner with First Five Yuba. I have a degree in Elementary Education with a special endorsement in Early Childhood Education. As a mother of seven children myself, I have a desire to represent those children who need a voice in our community and help them develop into productive citizens.

I have served on the Marysville Joint Unified School District's budget committee as well as two separate site councils. The objective of both committees was to balance budgets while still keeping the integrity of the programs needed to help students gain a quality education. Our monthly meetings included brainstorming ideas on how to keep the necessary cuts as far away from the students as possible. We found many resourceful ways to cut waste without eliminating teaching positions, effectively balancing the budgets while saving jobs, as well as keeping the most important educational programs.

I have also been a member of the Marysville Joint Unified School District's parent advisory committee. We met with the superintendent on a monthly basis and discussed issues facing the district. Our responsibility was to be a liaison between the district and individual schools, and more specifically, families and students who needed knowledge of what the district could do to help them. We have instituted literacy programs, encouraged parental participation in the district's *Love and Logic* program, encouraged schools to utilize the district's mobile dental van, and promoted the bond election to guarantee the district-wide building projects.

Volunteering in the elementary schools in various capacities for the past twenty-three years, I developed programs, fundraisers, and extra in-class activities for children from kindergarten through sixth grade. As a volunteer art teacher for first and fifth grade, I taught art techniques; but, more importantly, encouraged individual creativity through the specific art medium taught that day. I expanded the Spell-a-thon fundraiser at Browns Valley Elementary to focus more on the educational aspect while still being the most efficient and productive fundraiser we have. Training parents to be successful party planners has helped each classroom experience four quality parties a year.

I am excited to be an elected officer of the Browns Valley Elementary PTA as the Parliamentarian. We have already met for training and planning and are currently in the process of coming up with an innovative financial plan to keep our librarian, since the funds for her position are no longer available.

I appreciate your consideration of me for the position of Commissioner. I look forward to hearing from you in the near future.

Respectfully yours,

Melinda Staples

Melinda Staples

OBJECTIVE: To obtain a Commissioner position with First Five Yuba where I can utilize my skills, talents, experience, education, and love of children to enhance the quality of life for those too young to make choices for themselves.

COMMUNITY EXPERIENCE

May 2011-Present

Browns Valley School PTA Parliamentarian

- Trained by Third District Parliamentarian
- Helped run an information and recruitment booth at Browns Valley School's open house for our new PTA board

August 2009- May 2010

Marysville Joint Unified School District Budget Committee

- Helped eliminate \$5 million from the current budget to balance it
- Attended monthly meetings and read materials for the next month's meetings
- Canvassed school personnel for potential money-saving ideas

June 2006-Present

Church Primary Children's Association President

- Teach weekly lessons for over 40 children, ages 3-11
- Plan and implement quarterly activities such as service projects, day trips, bike parades, and themed activities
- Oversee cub scout and girl's activity day programs for children ages 8-11
- Interview children ages 8-11 for individual advancement programs
- Responsible for behavioral intervention, maintaining discipline, and acting as liaison between parent, teacher, and child
- Wrote, directed, and presented children's yearly musical and speech program
- Oversee nursery-age program for children 18 months-3 years

August 2000- Present

Marysville Joint Unified School District Parent Advisory Committee

- School representative for Browns Valley Elementary and Foothill Intermediate schools
- Attend monthly meetings on various items of interest for the school district
- Report to school personnel on each meetings' agenda and findings
- Bring items of pertinent need back to the school district for review
- Meet with the Superintendent on a monthly basis

August 2000- Present

Browns Valley Elementary and Foothill Intermediate Schools Site Council

- Discuss and vote on expenditures for the school
- Meet monthly with the principal and teachers to discuss school improvements and programs targeting under-achieving students
- Bring parent concerns for consideration and discussion

August 1984-May 2007

Mommy School

- Developed a pre-school program designed to teach and prepare students ages 3-5 for entrance into kindergarten
- Set up classroom structure including curriculum, projects, and fieldtrips
- Emphasis in core academic areas of math, reading, science as well as handwriting, art, and cooking

EDUCATION

Graduation: August 1981

Bachelor of Science in Elementary Education
Early Childhood Endorsement
Brigham Young University, Provo, UT

Sharkey, Jenny

Subject: FW: Letter of recommendation for Melinda Staples

To Whom It May Concern:

It is with great enthusiasm that I recommend Melinda Staples for the volunteer position of Commissioner of the First Five Yuba program.

I have had the pleasure of knowing Melinda for the past thirteen years. During this time she has worked with me as a parent volunteer in a number of capacities ranging from baking for a bake sale to acting as chairperson for major fundraisers.

One of Melinda's greatest qualities is her willingness to listen to others and consider the opinions and needs of those she is working with before arriving at a decision. When she comes across an issue about which she is uncertain, she researches the item until she is fully enlightened, all of her questions are answered and she is able to make an informed decision about the matter at hand.

Melinda's breadth of knowledge in the area of children's education is truly remarkable. Her dedication to the well being of our community's children is evidenced not only by her volunteer activities, but also by the well-rounded manner in which she has chosen to raise her own children. Having had the pleasure of taking part in the education of five of her seven children, I can attest to the fact that Melinda's primary concern is not only what is in the best interest of her own children, but also what is in the best interest of other children as well.

In addition to assisting me in numerous fundraising activities for my students and the school, Melinda has served on the executive board of the Foothill Intermediate School Site Council during most of these 13 years and she has served on the Marysville Joint Unified School District Parent Advisory Committee. She has always worked well with others and has never shirked any responsibility. Her work ethic, boundless energy and organizational skills make a natural leader.

There is no doubt in my mind that you should give her the opportunity to serve in this position. You will not be disappointed and the program will benefit tremendously by having Melinda as part of it.

Feel free to contact me if you have any questions or would like additional information

Sincerely,

Jennifer Hogerty

Sent from my iPad

The County of Yuba

BOARD OF SUPERVISORS

AUGUST 9, 2011 – MINUTES



The Honorable Board of Supervisors of the County of Yuba met in session on the above date, commencing at 1:08 a.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. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker - All Present.

II. RECEIVE INFORMATION ON DEPARTMENTAL BUDGETS FOR FISCAL YEAR 2011-2012

County Administrator Robert Bendorf provided a brief recap of prior workshops and purpose to advise Board of departmental budgets, funding, and activities for the upcoming year.

A. Clerk-Recorder/Elections: County Clerk Terry Hansen recapped the following and responded to Board inquiries:

- 11 allocated positions - 8 filled
- Open to public regular hours 8-5
- Trust money for modernization and truncation of records currently digitizing all original maps
- Supporting all mandates of Election division with limited staff and funding to support elections

B. County Administrator/Emergency Services: County Administrator Robert Bendorf recapped the following and responded to Board inquiries:

- Emergency Services activities:
 - Slow-rise Flood Plan
 - Pre-Hazard Mitigation Plan update, estimated cost, and grant funds
 - Support to local agencies involved in Homeland Security Task Force
- Providing financial and staff support
- Economic Development Advisory Committee, Perspectives event
- Industrial site marketing and management

C. Assessor: Assessor Bruce Stottlemeyer and Assistant Assessor Kimberly Heisch recapped the following and responded to Board inquiries:

- Mandatory business audits
- Assessment Appeals, stipulations, and defense of appeals
- Low-value exemption and types of property such as boats and small out-buildings and consideration to raise limit to \$5,000
- Implementing Direct Billing Program for business property statements

- Office hours and workload
 - Funding and unemployment costs
 - Online value notices
- D. Clerk of the Board/Board of Supervisors: Clerk of the Board Donna Stottlemeyer recapped the following:
- Change in funds between Board and Board Special budget
 - Funding for seniors and Veterans
 - Funding for printed agenda packets
- E. Community Development and Services: Director Kevin Mallen recapped the following by Power Point presentation and responded to Board inquiries:
- Neighborhood Stabilization Program
 - Gold Village Treatment Plant
 - Recreation Program Year 3 statistics
 - Proposition 40 funding facilities added
 - Road Projects
 - General Plan and zoning
 - General Fund allocation
 - Code Enforcement caseload and staffing
 - Building permits issued
- F. Library: Interim Director Kevin Mallen recapped the following and responded to Board inquiries:
- Staffing and funding
 - Library volunteer support
 - Maintain services and development of standardize processes and procedures
 - Technology improvements and enhancements
- G. Bi-County Agricultural Extension: County Director Chris Greer commented on the following and responded to Board inquiries:
- County, State, and Federal funding levels and impacts
 - Nutrition Education Program
 - Master Gardener Program
 - 4-H Youth Development Program
 - Staffing and responsibilities
 - Identification of diseases and development of action plan
 - Yuba County Bio-Mass Study
 - Grants funding for GIS Pre-Fire Clinic and Fire Safe Council

Mr. Bendorf recapped savings in recapturing tax dollars by an in-house program developed by IT.

- III. RECESS TO AUGUST 16, 2011 AT 8:30 A.M.: 4:17 p.m. by Chairman Abe and reconvened at 8:40 a.m. on August 16, 2011.
- IV. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker - Supervisors Griego and Stocker absent.
- V. RECEIVE INFORMATION ON DEPARTMENTAL BUDGETS FOR FISCAL YEAR 2011-2012

A. Treasurer-Tax Collector: Treasurer-Tax Collector Dan Mierzwa recapped the following and responded to Board inquiries:

- Auction of tax defaulted property
- Payment of property taxes and payment plans
- Market yield on County's investment portfolio
- Expansion of My School Bucks program

Supervisor Griego joined the meeting at 8:50 a.m.

B. County Counsel: County Counsel Angil Morris-Jones recapped the following by Power Point presentation and responded to Board inquiries:

- Tracking of expenditures
- Services provided including legal requests and public records request
- Legal services provided
- Activities including juvenile appeals, court appearances, and conservatorships
- Accomplishments for 2010-2011
- Budget reductions for 2011-2012

C. Agricultural Commissioner: Agricultural Commissioner Louie Mendoza and Assistant Kevin Roush provided information on the following and responded to Board inquiries:

- Workload indicators including certificates/certifications, pesticide permits, crop report and cantaloupes
- Weights and measure devices
- Revenue sources
- Wildlife services program

D. Health and Human Services: Health and Human Services Director Suzanne Nobles recapped the following and responded to Board inquiries:

- State budget revenue realignment
 - Health Care Services/Medi-Cal Administration
 - CalWorks policy changes
 - In Home Supportive Services
 - Child Welfare services/Foster Care
 - Challenges and impacts
- Funding sources
- Division activities and workload

E. Auditor-Controller: Auditor-Controller Dean Sellers and Assistant Rich Arrow recapped the following and responded to Board inquiries:

- Accomplishments for 2010-11 including
 - Unqualified opinion on 2009-2010 financial statements
 - Tracking of revenues
 - Updating of trust accounting
- Property tax administration fees and pending litigation
- Goal and objectives for upcoming year including streamline of financial system, reformatting of reports, and reanalyzing chart of accounts
- Budget challenges and impacts including cross-training of staff, preparation of policies and procedures manuals for staff, property tax administration

- F. Administrative Services: Administrative Services Director Doug McCoy and Assistant Tara Flores recapped the following and responded to Board inquiries:
- Allocated positions and functions
 - New Sheriff Facilities and Chevron Solar projects
 - Building and Grounds goals and accomplishments including relocation of dispatch services, new generator for Courthouse, asbestos analysis, and maintaining of services
 - Information Technology goals and accomplishments including security camera installation, computer security upgrades, migration of active directory, and replacement fund
 - Upgrades made at the Airport
 - Public property surplus and auction process
- G. Public Guardian: Public Guardian Asha Davis recapped the following and responded to Board inquiries:
- Case load management off 184 cases
 - Revenue and expenditures
 - Loss of staff and use of CalWorks for assistance.
 - Accomplishments including employment of Deputy Public Guardian and reduced debt of conservatees
 - Changes to funds for targeted case management
 - Paperless distribution of Social Security
 - Move to Government Center in November 2011

LUNCH RECESS FROM 12:00 TO 1:30 P.M.: The Board recessed at 12:05 p.m. and reconvened at 1:31 p.m. with all present except Supervisors Griego and Stocker.

- H. Child Support Services: Child Support Services Director Tina Taylor recapped the following and responded to Board inquiries:
- Fully State funded - \$3.9 million
 - 37 staff allocations, changes, and review of organization structural
 - Recapped budget expenditures
 - State and Federal guidelines for performance
 - Federal Performance Measure Report for Fiscal Year 2011
 - Digitization of records
 - Community outreach
- I. District Attorney, Probation, Sheriff: District Attorney Pat McGrath provided a Power Point presentation recapping the following and responded to Board inquiries:
- Powers and responsibilities
 - Specialized Prosecution and Investigative Areas
 - Support Staff
 - Caseload average 4,394
 - State prison commitments
 - General Fund, Federal and State funding and AB 109 Criminal Justice Realignment
 - Budget Impacts:
 - Operational resources, service levels, staffing reductions
 - Instability of outside revenues

- Criminal Justice Realignment - Shift of convicted felons from State prison to county jail
- Impact to service levels and prosecution of felony and misdemeanor cases
- Restructuring of public safety

Chief Probation Officer Jim Arnold recapped the following and responded to Board inquiries:

- Departmental functions and 43 percent general funds for Probation, Institutions, and Victim Services
- Juvenile and Probation officer staffing and caseload
- Victim Services
- Juvenile Institutions budget and services
- Restructuring of staff responsibilities
- Criminal Justice Realignment impacts

Sheriff Steve Durfor recapped the following and responded to Board inquiries:

- Funding and staffing level since 2008 and General Fund reductions
- Immigration and Customs Enforcement (ICE) jail revenues
- Overall budget – 46 percent General Funds
- Use of Public Safety Fund Balance
- Maintaining public safety
- Review of vacancies and future funding reductions

J. Human Resources: Human Resources Director Martha Wilson and Deputy Director Jill Abel provided a handout recapping the following and responded to Board inquiries:

- Funding and staffing declines since 2009-2010
- Program and Functions

K. Bi-County Mental Health: Director Brad Luz and Administrative Services Manager Stephen Marshall provided a Power Point presentation recapping the following and responded to Board inquiries:

- Overall revenues and expenditures since 2004-2005
- Patients served since 2007-2008
- Allocated position since 2004-2005
- Decrease in expenses and revenues
- Impacts of AB 100 Mental Health Act

VII. ADJOURN: 4:17 p.m. by Chairman Abe.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

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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 23, 2011 - MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:41 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Abe presided.

- 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.

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

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) Approved.
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) Approved.

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)

Adopted Resolution No. 2011-68, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION ACCEPTING YUBA COUNTY WATER AGENCY GRANT AGREEMENT FOR TEMPORARY FINANCIAL SUPPORT TO MAINTAIN THE USDA WILDLIFE SERVICES PROGRAM."

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) Authorized travel.

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) Approved.
2. Approve minutes of the regular meeting of August 2 and 9, 2011. (383-11) Approved as written.

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)

Adopted Resolution No. 2011-69, which is on file in Yuba County Resolution Book No. 42 entitled: "APPROVE APPLICATION FOR YUBA COUNTY COMMUNITY SERVICES COMMISSION COMMUNITY SERVICES BLOCK GRANT TO PROVIDE AQUATIC RECREATIONAL PROGRAMMING FOR SUMMER 2012."

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) Approved.
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) Approved.

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. (Ten minute estimate) (373-11) Approved.

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)

Adopted Resolution No. 2011-70, which is on file in Yuba County Resolution Book No. 42 entitled: "RESOLUTION AUTHORIZING THE DIRECTOR OF THE HEALTH AND HUMAN SERVICES DEPARTMENT TO EXECUTE AGREEMENTS FOR EDUCATIONAL INTERNSHIPS WITH LOCAL COLLEGES AND UNIVERSITIES."

G. Emergency Services

1. Adopt resolution authorizing the Director of Emergency Services or its designee to apply for the Fiscal Year 2011 Homeland Security grant and further authorizing the Director to execute documents as

required by the application, the resultant grant and/or any pertinent documents related to the program and acceptance of grant funds. (385-11)

Adopted Resolution No. 2011-71, which is on file in Yuba County Resolution Book No. 42 entitled: "SIGNATURE RESOLUTION AUTHORIZING THE COUNTY DIRECTOR OF EMERGENCY SERVICES OR HIS DESIGNEE TO APPLY FOR THE FY 2011 HOMELAND SECURITY GRANT AND FURTHER AUTHORIZING THE DIRECTOR TO EXECUTE DOCUMENTS AS REQUIRED BY THE APPLICATION, THE RESULTANT GRANT AND/OR ANY PERTINENT DOCUMENTS RELATED TO THE PROGRAM AND ACCEPTANCE OF GRANT FUNDS."

H. Probation

1. Approve Health and Human Services Director Suzanne Nobles as the seventh member of the Executive Committee of the County's Community Corrections Partnership. (386-11) Approved.

IV. SPECIAL PRESENTATION

- A. Present proclamation proclaiming September 2011 Prostate Cancer Awareness Month. (Five minute estimate) (364-11) Chairman Abe presented proclamation to Mr. Bill Doss of the California Prostate Cancer Coalition.

Mr. Bill Doss recapped statistics on prostate cancer and commended the Board for their support.

Supervisor Griego left the meeting at 9:45 a.m. and returned at 9:48 a.m.

- B. Receive presentation on Yuba-Sutter Enterprise Zone Fiscal Year 2010-2011. (Fifteen minute estimate) (365-11) Airport Manager Mary Hansen provided a Power Point presentation on the Yuba Sutter Enterprise Zone including the following and responded to Board inquiries:
 - Six (6) Jurisdiction Partnership
 - Program benefits for the business community
 - Yuba County serves as lead agency
 - Tax credit updates for Fiscal Year 2010-2011
 - Boundary expansions 2010-2011
- C. Receive 2011 Economic Development mid-year report and work program. (Fifteen minute estimate) Economic Development Coordinator John Fleming and Yuba Sutter Economic Development Corporation President Brynda Stranix recapped the mid-year report including the following and responded to Board inquiries:
 - Business Expansion and Retention (BEAR) Program
 - Ongoing public outreach with local businesses
 - YouTube short videos featuring Cotton Rosser and Naumes Inc.
 - Received \$300,000 for Community Services Block Grant Fund revolving loan fund
 - Rancho Road corridor waste water system grant submittal
 - Yuba County "Champion" program selected Naumes Inc.

V. PUBLIC COMMUNICATIONS:

Mr. Larry Levesque, Tiger Eye Family Martial Arts, urged rezoning at the Yuba County Airport to allow small home bases businesses.

Mr. Dave Gothrow, Linda, spoke in support of Mr. Levesque and Tiger Eye Family Martial Arts.

Ms. Freda Calvert, Marysville, expressed concerns regarding Pacific Gas and Electric changing the locks on her gates and disabling her electric meter.

Planning Director Wendy Hartman invited the Board to attend a Comprehensive Revitalization Project workshop held at the Olivehurst Public Utilities District Youth Center, August 23, 2011 at 5:30 p.m.

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) Administrative Services Director Doug McCoy recapped selection process and responded to Board inquiries.

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

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) Contracts and Purchasing Administrator Andrea Armstrong recapped request for utility easement, requested a temporary construction easement, and responded to Board inquiries.

Planning Field Engineer Leo Stewart, Pacific Gas and Electric responded to inquiries relating to the easement location.

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

B. 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) County Administrator Robert Bendorf recapped reports and responded to Board inquiries.

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

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) Community Development and Services Director Kevin Mallen recapped committee recommendations concerning the bark house and access to the park and the river advising participation would be free.

Following Board discussion, Mr. Mallen advised the construction of the bark house would be evaluated and would return to the Board with recommendations.

Responding to Board inquiries, Ms. Letty Litchfield advised the bark house could be erected in a day.

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: None ABSTAIN: None

Adopted Resolution No. 2011-72, which is on file in Yuba County Resolution Book No. 42 entitled: "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 THE FREE EVENT."

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)
Economic Development Coordinator John Fleming provided a brief recap and responded to Board inquiries.

Valley Vision Project Manager Tara Thronson provided a Power Point presentation including the following and responded to Board inquiries:

- Broadband high-speed internet access infrastructure
- Rural Urban Regional Broadband Consortia account
- Connected capital area
 - Develop strategic plans for infrastructure
 - Develop and implement awareness and outreach campaigns
 - Support policymakers
- Regional Partners

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

Supervisor Griego left the meeting at 11:17 a.m. and returned at 11:30 a.m.

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)
County Administrator Robert Bendorf recapped the impact fee account, use, and responded to Board inquiries.

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

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)

County Administrator Robert Bendorf and Administrative Services Director Doug McCoy recapped request and responded to Board inquiries.

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

- VII. RECESS: The Board recessed at 11:54 a.m. and returned at 12:05 p.m. with all members present as indicated above.

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

- 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 percent and adopting an increase in the monthly Regional Waste Management Authority surcharge of 50 percent effective October 2011. (Fifteen minute estimate) (376-11) County Administrator Robert Bendorf recapped rate application, review process, evaluation by NewPoint Group Inc., and responded to Board inquiries.

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

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

Adopted Resolution No. 2011-73, which is on file in Yuba County Resolution Book No. 42 entitled: "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."

- IX. 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) United Way Executive Director Caitlyn Zeller Stephens recapped request to waive fees and responded to Board inquiries.

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

- B. 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) Ms. Kimerli Rempp, Central Valley Homeless Veteran's Assistance Program, provided a brief recap and responded to Board inquiries.

MOTION: Move to approve 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

X. CORRESPONDENCE - (379-11)

- A. Notice from State of California Fish and Game Commission of proposed regulatory action relating to Wildlife Area Passes and Annual Fee Adjustments for Sport and Commercial Fishing. (Provided to Fish and Game Advisory Commission) Accepted.
- B. Letter from Sierra County Board of Supervisors opposing Assembly Bill 109 Public Safety Realignment Accepted.
- 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. Accepted.
- D. Two notices from California Emergency Management Agency advising the U.S. Small Business Administration and the U.S. Department of Agriculture granted a Secretarial 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. Accepted.

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

Supervisor Stocker:

- Memorial Adjournment - Mr. Richard Roy Pessoa
- Glacier National Park and Louis and Clark Interpretive Center

Supervisor Griego:

- Memorial Adjournment - Ms. Betty Louise Evans
- Olivehurst Public Utilities District liaison meeting August 12, 2011
- Sacramento Area Council of Governments Board of Directors meeting August 22, 2011
- Hot Nights and Cool Cars event held Saturday, August 20, 2011
- Three Rivers Levee Improvement Agency community outreach in West Linda August 22, 2011
- Veteran's Stand Down Friday, August 26, 2011
- First Five Yuba meeting Thursday, August 25, 2011

Supervisor Nicoletti:

- Mr. Chuck Carver resigned from Commission on Aging
- Senior Legal Services Luncheon and fundraiser
- Three Rivers Levee Improvement Agency community outreach in West Linda August 22, 2011
- Hot Nights and Cool Cars event held Saturday, August 20, 2011
- Correspondence from Cal Recycle regarding Local Enforcement Agency evaluation results

Supervisor Vasquez:

- Memorial Adjournment - Mrs. Lynn Sevigny
- California State Association of Counties educational courses, August 11 and 12, 2011
- National Lemonade Stand Day Saturday, August 20, 2011
- Voluntary 25 percent pay cut discussion for Supervisors at September 13 board meeting

Supervisor Abe:

- Veteran's Stand Down opening ceremony at 12:00 p.m. Friday August 26, 2011
- Department head meeting held Thursday, August 18, 2011

County Administrator Robert Bendorf: County Administrator and Human Resources Directors meeting held Friday, August 19, 2011, next meeting will be hosted by Yuba County in November

XII. CLOSED SESSION: The Board retired into closed session at 12:37 p.m.

- 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

The Board returned from closed session at 1:06 p.m. will all staff present as indicated above. There was no reportable action.

Chairman Abe advised direction was provided to staff.

XIII. ADJOURN: 1:06 p.m. by Chairman Abe in honor of Ms. Betty Louise Evans, Mrs. Lynn Sevigny, and Mr. Richard Roy Pessoa.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

BY: Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba


Community Development & Services Agency

Kevin Mallen, Director

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ENVIRONMENTAL HEALTH • CUPA
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HOUSING & COMMUNITY SERVICES
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749-5470 • Fax 749-5434
PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

Date: September 13, 2011
To: Yuba County Board of Supervisors
From: Sean Powers, CDSA Finance and Administration Manager 
Subject: Acquisition of Single Family Residence APN 021-173-012 and APN 013-620-022 for the Neighborhood Stabilization Program

Recommendation:

Adopt the attached resolution authorizing the Community Development Director or his designee to complete the purchase of single family residence APN 021-173-012 and APN 013-620-022 as part of the Neighborhood Stabilization Program and execute all documents needed for completion of purchase, rehabilitation, and resale.

Background:

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

Discussion:

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

Committee Action:

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

Fiscal Impact:

The purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program. The purchase price of for APN 021-173-012 is estimated to be \$75,000 and APN 013-620-022 is estimated to be \$80,000.

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

**RESOLUTION AUTHORIZING YUBA COUNTY)
COMMUNITY DEVELOPMENT AND SERVICES)
AGENCY DIRECTOR OR HIS DESIGNEE TO)
COMPLETE PURCHASE OF SINGLE FAMILY)
RESIDENCE APN 021-173-012 AND APN 013-620-022)
AS PART OF THE NEIGHBORHOOD)
STABILIZATION PROGRAM AND EXECUTE ALL)
DOCUMENTS NEEDED FOR COMPLETION OF)
PURCHASE, REHABILITATION AND RESALE.)**

RESOLUTION NO. _____

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

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

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

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

WHEREAS, the purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program and the purchase price of APN 021-173-012 is estimated to be \$75,000 and the purchase price of APN 013-620-022 is estimated to be \$80,000.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors authorizes the Yuba County Community Development and Services Agency Director or his designee to complete the purchase, rehabilitation and resale of APN 021-173-012 and APN 013-620-022 and execute any necessary documents, subject to County Counsel review.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

CHAIR

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

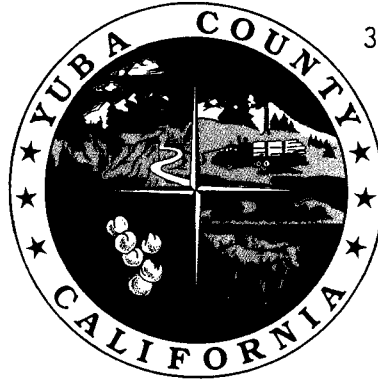


The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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FINANCE AND ADMINISTRATION

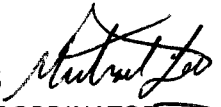

749-5430 • Fax 749-5434

PARKS AND RECREATION

749-5430 • Fax 749-5434

September 13, 2011

To: YUBA COUNTY BOARD OF SUPERVISORS

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

Subject: APPROVAL OF RENEWED HAMMON GROVE CARETAKER AGREEMENT WITH WESLEY DALE EVERETT

Recommendation

Approve the Hammon Grove Caretaker Agreement with Wesley Dale Everett for the term of one year.

Background

On July 6th, 2010, your Board approved an additional one year agreement with Wesley Dale Everett to continue serving as the Hammon Grove Caretaker. This agreement also allowed for the provision of an additional one year extension, should the caretaker seek to remain in the position. On August 1st 2011, staff received a letter from Mr. Everett expressing his wish to extend the agreement for an additional one year subject to the approval of the Board. This letter was received via certified mail with adequate time to process as detailed per the original agreement.

Discussion

Since May 27th, 2008, Mr. Everett has satisfactorily served in the capacity of the Hammon Grove Caretaker. During that time, he has become an asset to the County by keeping a watchful eye over the park and has been diligent in his duties to maintain the aesthetic integrity of the premises. Mr. Everett takes much pride in his position and is ambitious in helping the County with its endeavor to improve the overall experience at Hammon Grove.

Hammon Grove has and continues to see a growth in the number of patrons, especially since the purchase of nearby Sycamore Ranch. Of course, coinciding with this growth is an increased demand for maintenance and oversight. Since Mr. Everett has volunteered his services, the park has been dramatically cleaner and has seen far fewer acts of vandalism.

Until recently, our neighboring facility at Sycamore Ranch has been without a caretaker of its own. As a result, Mr. Everett volunteered to fulfill that role for the interim, and has worked well to ensure a high degree of regular supervision and maintenance.

Committee Action

The Land Use and Public Works Committee were bypassed for this item as this is an extension to the original agreement which was previously reviewed and recommended for approval.

Fiscal Impact

The Hammon Grove caretaker is a voluntary position and Mr. Everett will not receive any financial compensation. The County will continue to recognize a significant cost savings by not having to pay overtime to employees for opening and closing the park daily.

CARETAKER MAINTENANCE AGREEMENT HAMMON GROVE PARK

This Caretaker Maintenance Agreement, (hereinafter referred to as "Agreement") is made and entered into by and between the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and WESLEY DALE EVERETT, a sole proprietorship, (hereinafter referred to as "CARETAKER"), this _____ day of _____, 2011.

WHEREAS, COUNTY is the owner of all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows:

That portion of the north ½ of Section 22, Township 16 north, Range 5 east, Mount Diablo Base and Meridian, beginning at a point on the southerly right of way line of California State Highway, Yuba-15-A, from which point the west quarter corner of said Section 22 bears S. 74d 10' 50" W. 1622.47 feet; thence from said point of beginning along a curve to the right from a tangent that bears S. 88d 39" 04" E. with a radius of 4450 feet, through an angle of 3d 20' 34" a distance of 259.62 feet (the chord of which bears S. 86d 58' 47" E. 259.61 feet); thence along the southerly right of way line of said Sate Highway S. 85d 18' 30" E. 766.98 feet; thence S. 23d 51' 15" W. 74.98 feet; thence S. 52d 02' 45" W. 559.05 feet; thence S. 69d 12' 30" N. 309.70 feet; thence N. 23d 41' 30" W. 653.92 feet to the point of beginning, containing 7.87 acres more or less.

WHEREAS, COUNTY has leased in the past, intends to lease in the future, and ultimately intends to acquire title from the United States Bureau of Land Management, the following real property situated in the County of Yuba, State of California, and more particularly described as follows:

Lots 5 and 8 of Section 22, Township 16 North, Range 5 East, M.D.M. according to Dependent Resurveys by the United States Department of the Interior, Bureau of Land Management, accepted July 24, 1997.

For purposes of this Agreement, both of the above parcels are referred to as the "Park Property."

WHEREAS, said Park Property is devoted to and held for ultimate use for park and recreation purposes; and, thus, County is empowered under the provisions of Section 25536 of the California Government Code to enter into management and operation agreements involving all or any portion of said property without complying with the provisions of Title 3, Division 2, part 2, Chapter 5, Article 8 (commencing with Section 25520) of the California Government Code; and

WHEREAS, COUNTY desires to protect the Park Property from vandalism and theft and desires to enhance the park for recreational purposes for the benefit of the public; and

WHEREAS, CARETAKER'S presence on the Park Property will further the purpose of enhancing the park for recreational purposes for the benefit of the public and the County will provide provisions rent free for the CARETAKER to carry out this role.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

TERMS AND CONDITIONS

1. CONDITION OF AGREEMENT

This Agreement is subject to the provisions of that certain deed, dated March 1, 1948, executed by Yuba Consolidated Gold Fields, conveying title of the Park Property to County which requires the COUNTY to use the Park Property solely for recreational purposes for the benefit of the public. COUNTY AND CARETAKER hereby warrant that this agreement is executed for the purpose of enhancing recreational uses as a benefit to the public and CARETAKER agrees to use the Park property consistent therewith.

This Agreement is further subject to the provisions of Chapter 8.79 of Title VIII of the Yuba County Ordinance Code which governs the use of Hammon Grove Park and Sycamore Ranch, and CARETAKER warrants and certifies that it has read, is familiar with, and understands the provisions of Chapter 8.79.

2. TERM OF AGREEMENT

The term of this Agreement shall continue in effect from the date hereinabove written for a period of 1 YEAR. COUNTY grants to CARETAKER an option to renew this Agreement, subject to renegotiation as to the terms, conditions, and consideration, for an additional 1 YEAR. In the event CARETAKER desires to exercise the option herein granted, it shall notify COUNTY, in writing, by registered mail, at least 60 DAYS prior to the expiration of the initial term. In the event, CARETAKER fails to so notify COUNTY as hereinabove provided, then and in that event, the option shall be null and void. In the event COUNTY and CARETAKER are unable to agree upon the terms, conditions, and consideration for the renewal period at least 30 DAYS prior to expiration of the initial term, then the option shall be null and void.

In the event the lease between the Bureau of Land Management and the County of Yuba is canceled or otherwise terminated and the COUNTY does not acquire title to the leased property, then this Agreement shall remain in effect only with respect to property owned by the County of Yuba.

3. CONSIDERATION

Caretaker shall receive no financial compensation from County as a result of this agreement.

A. CARETAKER shall provide the following described services upon the Park Property:

1. Caretaker must be 21 years of age or older and reside on the premises with no more than 1 additional person who is at least 21 years of age. Caretaker to provide a self-contained recreational vehicle no longer than 40 feet and no wider than 9 feet and said vehicle shall be properly registered and insured. Tents or tent type campers will not be permitted. No other structures, corrals, pens or cages will be constructed. Upon completion of the contract the area will be vacated and left clean. The County will not be responsible for any costs incidental to moving onto, setup or moving away from the site.
2. Caretaker shall provide their own transportation at no expense to the County in the performance of the duties required. All vehicles used by Caretaker shall be properly registered and insured.
3. Open the park daily thirty (30) minutes before sunrise and close the park no later than thirty (30) minutes after sunset.
4. Maintain toilet facilities daily to assure cleanliness and adequate hygiene supplies.
5. Water grass areas and trees per watering schedule.
6. Post park reservation schedules.
7. Maintain watchful care over the park property, buildings and equipment and contact the appropriate police, fire protection agency, and/or Yuba County authorities when the need arises.
8. Check and clean park daily.
9. Empty trash receptacles as necessary
10. Maintain presentable personal appearance during open park hours and when in contact with the public. Caretaker will wear a shirt, pants (or shorts), footwear and nametag (to be worn during open park hours).

B. COUNTY shall provide the following described services and materials free of charge to the CARETAKER upon the Park Property:

1. Recreational vehicle facilities for the caretaker to include a paved auto parking area, level pad for a recreation vehicle not longer than 40 feet and no wider than 9 feet, non-potable water, sewer and 110-volt electrical

hookups.

2. Supplies necessary to keep the restrooms clean, trash bags for receptacles.
3. Phone for caretakers use, local access only and an answering machine for messages.
4. Caretaker nametag.

4. INSURANCE

Prior to rendering services provided by the terms and conditions of this Agreement, COUNTY shall acquire and maintain during the term of this Agreement, general liability insurance coverage for CARETAKER. CARETAKER is responsible for covering automobile liability for CARETAKER'S vehicles(s) and trailer. The limits of insurance herein shall not limit the liability of the CARETAKER hereunder.

4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement.

4.2 MINIMUM SCOPE OF INSURANCE. COUNTY shall procure insurance covering general liability for CARETAKER. CARETAKER is responsible for covering automobile liability for CARETAKER'S vehicle(s) and trailer. Coverage shall be at least as broad as:

a. Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the COUNTY Risk Manager prior to acceptance of the Agreement.

b. Insurance Services Office Business Auto Coverage form Number CA 0001 0187 covering Automobile Liability, code I "any auto" and Endorsement CA 0029.

4.3 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain the following provisions:

a. General Liability and Automobile Liability Coverage's.

(i) The COUNTY and its officers, employees and volunteers are to be covered as insured with respect to: liability arising out of automobiles owned, leased, hired or borrowed by or on the behalf of the CARETAKER; and with respect to liability arising out of work or operation performed by or on behalf of the CARETAKER; including materials, parts or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

(ii) The CARETAKER'S insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers and any other insured's under this Agreement. Any insurance or self-insurance maintained by the County, its officials, employees and volunteers or other insured shall be excess of the CARETAKERS insurance and shall not contribute with it.

- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees and volunteers or other insureds under this agreement.
- (iv) The insurance policy required by this clause shall be endorsed to state that the CARETAKER'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

c. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.

4.4 ACCEPTABILITY OF INSURERS. CARETAKER'S insurance is to be placed with insurers with a current A.M. Best's rating of not less than that of A:VII. It is understood that the COUNTY shall self insure for general liability exposure.

4.5 MINIMUM LIMITS OF INSURANCE.

1. COUNTY shall maintain limits no less than:

a. Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

2. CARETAKER shall maintain limits no less than:

a. Automobile Liability: \$100,000 combined single limit per accident for bodily injury or property damage.

4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officials, employees and volunteers; or, the CARETAKER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.8 VERIFICATION OF COVERAGE.

a. CARETAKER shall furnish COUNTY with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsements(s) for each insurance policy are to be signed by a

person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsements(s) are to be on forms approved by the COUNTY before CARETAKER may reside on Park Property. COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

b. CARETAKER shall not reside on Park Property under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CARETAKER has delivered the certificate(s) of insurance and endorsements(s) to COUNTY as previously described. If CARETAKER shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CARETAKER to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CARETAKER shall be for a period of time sufficient to cover the term of the Agreement. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, CARETAKER will deliver to COUNTY certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

5. IMPROVEMENTS AND ALTERATIONS

Any improvements, modifications, attachments and appurtenances made to the premises by CARETAKER shall become the sole and exclusive property of COUNTY on termination of this Agreement. Any alterations or improvements shall be done at the expense of the CARETAKER and are permitted only with the prior written consent and approval by the COUNTY of plans and specifications submitted by CARETAKER. No allowance will be granted by COUNTY for CARETAKER'S costs of improvements except by specific written agreement approved in advance. Any such agreement shall become a part of this Agreement.

CARETAKER shall submit, prior to the commencement of construction of any improvement, fixture or appurtenance, a development plan, showing the location, type of construction and external appearance of said facility or facilities. The development plan shall be submitted to and approved by the Yuba County Board of Supervisors. All improvements shall conform to and comply with the development plan as approved.

6. MAINTENANCE

CARETAKER shall maintain all property situated on the Park Property in a safe, clean and orderly manner, including any improvements made subsequent to the commencement of the Agreement. In addition, CARETAKER shall surrender the premises in good and sanitary conditions, excepting reasonable wear and tear.

7. USE OF PREMISES

The Park Property shall be used, occupied and conducted exclusively as and for a public park. CARETAKER agrees not to use or permit the use of the premises in any illegal manner, and further agrees that it will not conduct any business in violation of Federal, State or County laws,

rules or regulations or in such a manner as to interfere with use of the general premises by COUNTY, the public, or other occupants or to create a nuisance thereon.

8. INSPECTION

COUNTY shall have the right to inspect the Park Property at any reasonable time. In the event of fire or other imminent catastrophe, COUNTY, or its agents shall have the right to force entry at any time.

9. DEFAULT

If CARETAKER fails or neglects to perform, meet or observe any of COUNTY'S obligations under this Agreement and such failure or neglect continues for a period of seventy two (72) hours after written notice thereof, COUNTY may, at any time thereafter without further notice or demand, take any or all legal remedies available to gain compliance.

CARETAKER shall not be held to have failed to comply with obligations imposed upon it by or under this Agreement if CARETAKER has not complied with that obligation by reason of circumstances beyond its control (Force Majeure), such as fire, flood, explosion, accident, emergency, riot or war, or other major accidents or circumstances of a similar nature. CARETAKER may temporarily interrupt for a reasonable amount of time the rendering of any service at the park Property when necessary to make repairs of facilities damaged by such circumstances.

10. NO AGENCY, EMPLOYEE, OR REPRESENTATIVE RELATIONSHIP

For all purposes arising under this Agreement, CARETAKER and each and every employee, agent, servant, partner, shareholder, contractor, and subcontractor of CARETAKER shall not be for any purpose of this Agreement, an employee, agent, representative, or independent contractor of COUNTY. The following shall apply under this Agreement:

A. CARETAKER shall determine the method, details and means of performing the services to be provided by CARETAKER as described in this Agreement.

B. CARETAKER shall be responsible to the COUNTY for the requirements and results specified by this Agreement and shall not be subject to the COUNTY'S control with respect to the means, method, physical actions or activities of CARETAKER in fulfillment of the services to be provided by CARETAKER.

C. CARETAKER is not, and shall not be entitled to receive from, or through the COUNTY and COUNTY shall not provide, or be obligated to provide, the CARETAKER with Worker's Compensation coverage, unemployment insurance coverage or any other type of employee or workers insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D. CARETAKER shall not be entitled to have the COUNTY withhold or pay and COUNTY shall not withhold or pay, on behalf of the CARETAKER, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

E. CARETAKER shall not be entitled to participate in, or receive any benefit from, or make any claim against, or fringe benefit program, including, but not limited to, COUNTY'S pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY'S employees

F. COUNTY shall not withhold or pay, on behalf of CARETAKER, any federal, state or local tax, including, but not limited to, any personal income tax, owed by CARETAKER.

G. CARETAKER shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY or any of COUNTY'S departments, agents, or employees in any way without the written consent of the COUNTY.

11. POSSESSORY INTEREST

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. For all purposes of compliance by COUNTY with the provisions of the California Revenue and Taxation Code, 107.6, this recital shall be deemed full compliance by the County of Yuba. All questions of initial determination of possessory interest and evaluation of such interests, if any, shall be the responsibility of the Yuba County Assessor. A taxable possessory interest may be created by this Agreement. Such an interest may be subject to property taxation if created; and the party in whom such an interest is vested shall be subject to the payment of property taxes levied on such an interest.

12. TAX LIABILITY

CARETAKER agrees to pay all federal and state employment, income, or other taxes which may arise as a result of this Agreement, and to indemnify the COUNTY in the event COUNTY is found liable for payment of any such tax on behalf of CARETAKER.

13. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assigned, either in whole or in part, nor shall use of the property or any portion thereof be assigned without prior written consent of COUNTY. Any attempted assignment in violation of this paragraph is void. The use of a subcontractor or assignee shall not relieve CARETAKER of any of its obligations under this Agreement and CARETAKER shall be as responsible for the activities of any subcontractor or assignee as it is for its own activities.

14. HOLD HARMLESS

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

15. NATURAL DISASTERS

CARETAKER acknowledges they are aware that portions of Park Property are subject to flooding and are at risk for potential forest fires. COUNTY will not be responsible for any damages or injuries to CARETAKER or CARETAKER'S property resulting from such disasters.

16. CONDEMNATION

In the event of the taking of either the whole or part of the Park Property by any public authority or entity under eminent domain, or similar statutes, the COUNTY, at COUNTY'S election, may terminate this Agreement forthwith, and CARETAKER shall have no right to participate in any of the compensation generated by said eminent domain proceedings.

17. TERMINATION

Should the CARETAKER fail, refuse or neglect to perform any of the terms and conditions of this Agreement, the COUNTY, in it's sole discretion, after (72) hours written notice hereinafter provided may take possession of the Park Property without process of law and remove the property of CARETAKER. If weather or unusual conditions prevent performance of said conditions, an extension of time may be granted.

18. NON-DISCRIMINATION

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

CARETAKER shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

19. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990

In addition to application of the non-discrimination provision of this Agreement, above, CARETAKER 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, members of the public, or recipients of services.

20. 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.

21. COMPLETENESS OF INSTRUMENT

This Agreement 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.

22. SUPERSEDED 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.

23. 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.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the objective 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.

25. PARTIAL INVALIDITY

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

26. JURISDICTION

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

27. CONTROLLING LAW

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

28. AUTHORITY

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

29. CONFLICT OF INTEREST

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

30. NOTICES

All notices and demands of any kind which either Party may require or desire to service 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:

COUNTY:

Michael Lee, Director of Public Works
County of Yuba Public Works Department
915 8th Street, Suite 125
Marysville, CA 95901

With a copy to:

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

CARETAKER:

Wesley Dale Everett
5560 Highway 20
Browns Valley, CA 95918

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

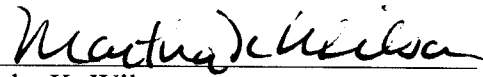
COUNTY OF YUBA

CARETAKER

By _____
_____, Chair
Yuba County Board of Supervisors

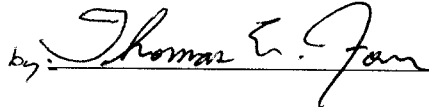

Wesley Dale Everett

INSURANCE PROVISIONS APPROVED

By 
Martha K. Wilson,
Risk Manager

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:
ANGIL MORRIS -JONES
COUNTY COUNSEL

by:  _____

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



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BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434


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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

PARKS AND RECREATION
749-5430 • Fax 749-5434

September 13, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR 

SUBJ: APPROVE CONTRACT WITH MHM INC. FOR PERFORMING A FIELD SURVEY AND FILING A RECORD OF SURVEY TO LOCATE, RESTORE, AND DOCUMENT MONUMENTS DEPICTED ON AN UNRECORDED SURVEY MAP OF OLIVEHURST FROM 1954

RECOMMENDATION:

Approve the attached contract with MHM Inc. for performing a field survey and filing a record of survey to locate, restore, and document monuments depicted on an unrecorded MHM survey map from 1954.

BACKGROUND:

MHM historically performed extensive survey and monumentation work in the community of Olivehurst. A significant amount of this work was documented on an unrecorded survey in 1954. The purpose of this contract is to locate, restore, and document approximately 100 monuments depicted on the unrecorded map. A record of survey will be filed, providing valuable and more useable survey data for the County as well as the surveying community at large. The limits of the unrecorded map are approximately Second Avenue, McGowan Parkway, Arboga Road, and Powerline Road.

The Monumentation Trust Fund (390) is a fund established to perpetuate survey monumentation, including the installation of section corners, destroyed monuments and/or related activities. Revenue for this fund is collected by the Clerk/Recorder on all recorded grant deeds that convey an interest in real property, except those that are described by a recorded subdivision tract map.

DISCUSSION:

Public Works has an approved short list of engineering firms to provide on-call surveying services as needed. MHM Inc. is on our short list and due to the nature of the proposed scope of work, is ideally suited for the project. MHM is the firm that prepared and owns the unrecorded survey from 1954 that we are documenting with

the work proposed in this contract. Once the record of survey is filed, it will provide valuable and useable data for the County as well as the surveying community at large.

Public Works negotiated a scope of work and cost with MHM, and an agreed upon project cost is \$105,000.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the approved FY 2011/12 budget.

FISCAL IMPACT:

The total contract amount of \$105,000 will be funded from the Monumentation Trust Fund 390.

**AGREEMENT FOR
PROFESSIONAL SERVICES**

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

MHM, Inc.
"CONSULTANT"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: August 15, 2011

Termination Date: August 15, 2012

The term of this Agreement shall become effective on August 15, 2011, and shall continue in force and effect for a period of One (1) year, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONSULTANT AND COUNTY approval.

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

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The County's Public Works Director, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Sean Minard is the designated representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E – Insurance Provisions
Exhibit 1 – Scope of Services

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

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2011.

"COUNTY"

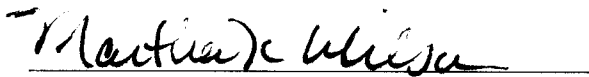
"CONSULTANT"

COUNTY OF YUBA

Chair

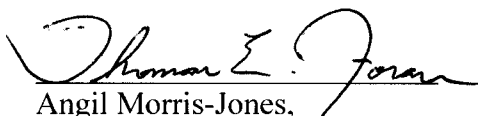


INSURANCE PROVISIONS APPROVED



Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil Morris-Jones,
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are included on the attached Scope of Services labeled as Exhibit 1.

A.2. TIME SERVICES RENDERED.

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

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

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

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed ONE HUNDRED AND FIVE THOUSAND DOLLARS (\$105,000); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed ONE HUNDRED AND FIVE THOUSAND DOLLARS (\$105,000) without a formal written amendment to this Agreement approved by the COUNTY.

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

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

ATTACHMENT C

OTHER TERMS

C.1 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.

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

C.2 RECORDS. CONSULTANT agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of agreement to the COUNTY's Auditor and/or to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.3 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

ATTACHMENT D
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

removal of such person or persons.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT may be subject to the disclosure requirements of the COUNTY conflict of

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

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

If to "COUNTY":

Department of Public Works
County of Yuba
Attn: Public Works Director
915 8th Street, Ste. 125
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

MHM, Inc.
ATTN: Sean Minard
1204 E Street
Marysville, CA 95901
Phone: (530) 742-6485

ATTACHMENT E

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

E.1 MINIMUM SCOPE OF INSURANCE. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

E.1.1 Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01)
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. Errors & Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

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

- | | | |
|---|--|--|
| 1. General Liability:
(including operations
products and completed
operations, as applicable.) | \$1,000,000 | Per occurrence for bodily
injury, personal injury and
property damage. If
Commercial General Liability
Insurance or other form with
a general aggregate limit is
used, either the general
aggregate limit shall apply
separately to this
project/location or the
general aggregate limit shall
be twice the required
occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 | Per accident for bodily injury
and property damage |
| 3. Workers' Compensation: | As required by the State of California | |

4. Employer's Liability: \$1,000,000 each accident, \$1,000,000
policy limit bodily by disease,
\$1,000,000 each employee
bodily injury by disease
5. Errors & Omissions \$1,000,000 per occurrence
Liability:

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 Consultant shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

- a. The County, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased or borrowed by the Consultant.
- b. For any claims related to this project, the Consultant'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 Consultants 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.

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

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

E.2 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. Consultant 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 consultant, its employees, agents and subcontractors.

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

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

EXHIBIT 1

M·H·M

ENGINEERS & SURVEYORS SINCE 1897

June 22, 2011

Mr. Michael Lee, P.E.
Director of Public Works
County of Yuba
930 8th Street
Marysville, CA 95901

Re: Survey Proposal – Monument Survey, Olivehurst, California

Dear Mr. Lee:

MHM is pleased to provide you with the following proposal for surveying services necessary to locate, restore, and document approximately 101 monuments marking the intersections of the existing streets and other points of interest located in Olivehurst, California.

As we understand the project, you have requested a proposal for surveying services to locate, restore, and, document approximately 101 monuments set by MHM many years ago depicted on an unrecorded archived map in our files dated November 1954. The monuments mark most of the intersection of streets in Olivehurst, California bounded by Second Avenue on the north, McGowan Parkway on the south, Arboga Road on the west, and Powerline Drive on the east. The monument location survey will conform to Section 8762 (b) (1) of the State of California Land Surveyors Act to file a Record of Survey with the County Recorder. The technical requirements of the survey shall conform to Section 8764 of the Land Surveyors Act. The work will require services to conduct research, field reconnaissance, field surveys, office calculations, constructing standard monument wells, and preparing a record of survey map depicting the information found and the measured survey data based upon the North American Datum of 1983, 2007 epoch, (NAD83 NSRC 2007).

I have outlined below the task that we understand to be in this scope of work as well as tasks that would not be part of this proposal.

INFORMATION TO BE FURNISHED TO MHM

1. A signed contract, purchase order or work order authorization.
2. Information affecting the survey and field operations.

TASK 1 MONUMENT SURVEY

FEE: \$ 105,000.00

MHM will provide surveying services to recover, survey and document all monuments depicted on the 1954 archived map that remain in existence. Found and missing monuments marking the intersection of the streets, as shown on the archived map, will be surveyed and replaced with a standard monument well conforming to Yuba County detail 500. Existing monuments marking lines and points other than centerline intersections will be surveyed and documented and replaced with a standard monument well only if there is supporting documentation of how the point was established or called for in other maps of record.

P.O. Box B • 1204 E Street • Marysville, CA 95901 • (530) 742-6485 • FAX (530) 742-5639

Letter to Michael Lee, P.E.

June 22, 2011

Page 2 of 2

The final record of survey shall show and describe all monuments found and replaced and list dimensions for direction and distance between them. Information on the map would include a list of monument data, Surveyor's Statement, County Surveyor's Statement, Recorder's Statement, acreage, record references and other such notes necessary to understand and identify the monument survey.

The final record of survey map would be submitted to Yuba County for review and comment. Once the map is technical correct, it would be signed and sealed by the County Surveyor and the California Professional Land Surveyor in responsible charge and permanently recorded as an official public document with the Yuba County Recorder's Office.

TIME SCHEDULE

We anticipate beginning the surveys immediately upon authorization. The Record of Survey will be submitted to the County Surveyor for review within 90 days following the location and restoration of the monuments as required by the California Land Surveyors Act.

INFORMATION OR TASKS NOT PROVIDED BY THIS PROPOSAL

1. Boundary or retracement surveys.
2. Public Land System surveys.
3. Right-of-way surveys.
4. Entry upon railroad right-of-way.
5. Entry upon State of California right-of-way.

FEES

The fees shown for the work described as "tasks to be performed by MHM" would be billed monthly as the work progresses at our standard hourly rates.

ADDITIONAL SERVICES

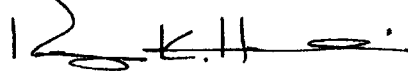
If additional services are required outside of the scope of work described, it would be performed only with written direction from you authorizing the defined additional scope of work and associated cost.

CONTRACT TERMINATION

To satisfy the requirements of Section 8759 of the Land Surveyors Act we have to inform you that this contract may be terminated by either party prior to completion with written notification and payment of fees for work completed to time of termination notification.

We appreciate the opportunity of providing this proposal to you and hope it meets with your approval. The work can be scheduled to begin as soon as we are authorized to do so.

Sincerely,



Roger K. Hanlin, P.L.S.
Managing Senior Surveyor



RKH:ms

P.O. Box B • 1204 E Street • Marysville, CA 95901 • (530) 742-6485 • FAX (530) 742-5639

Attachment A **Estimate for Monument Preservation Yuba County** **Olivehurst, CA**

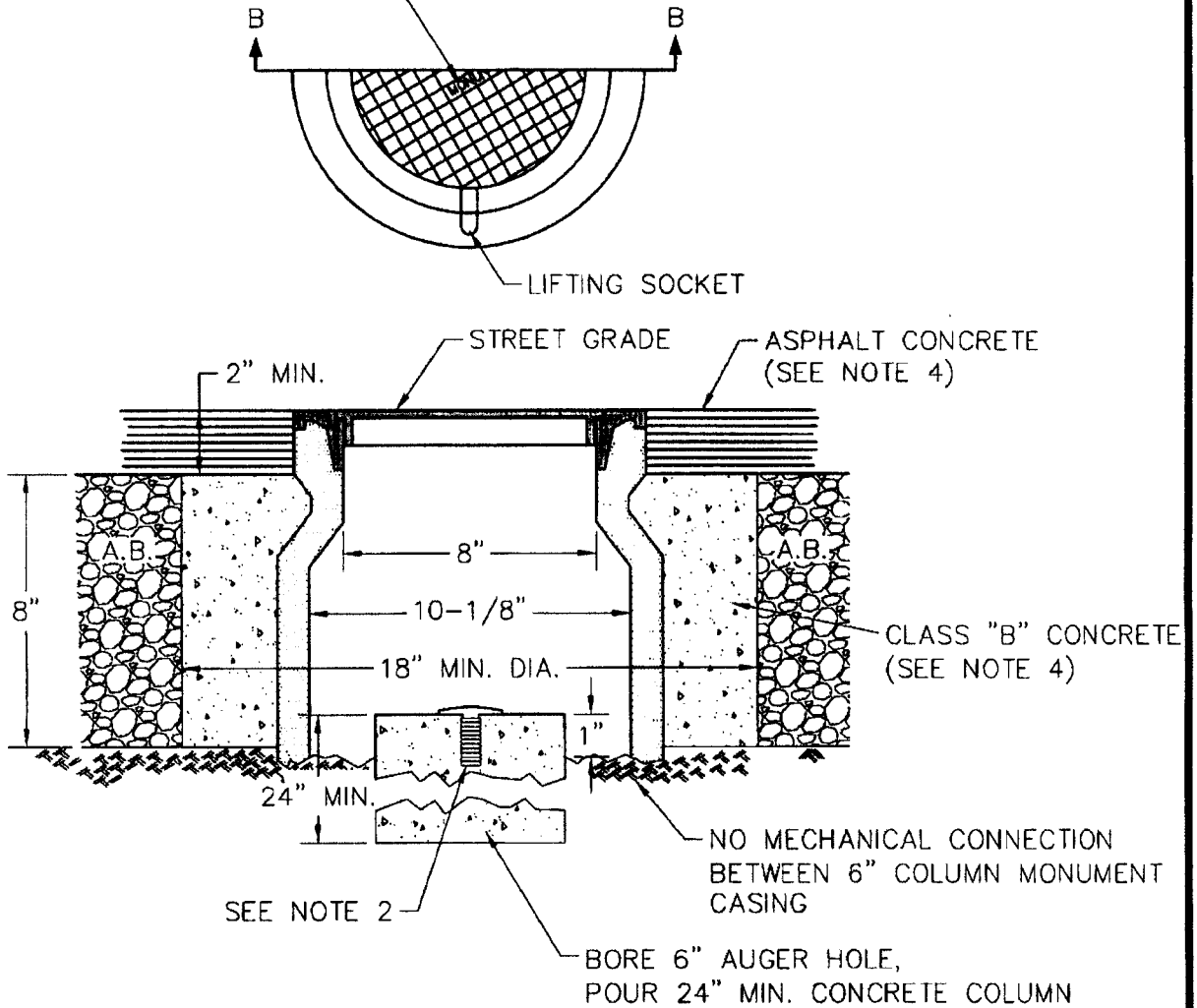
EXHIBIT 1

TASK	Principal \$170	Project Surveyor \$125	Senior Surveyor \$115	Associate Surveyor \$110	Survey Crew 2 \$180	GPS Survey \$750	GAD Technician \$90	Office \$65	EXPENSES	TOTAL
Survey Proposal										
Research Archive Documents		1.0		2.0						\$345
Setup and Project Planning		1.0	2.0							\$355
Field Reconnaissance & GPS Survey (81+/-ea)				2.0	8.0	32.0			200	\$9,220
Re-Set Obliterated Corners (20+/- each)			16.0	2.0		16.0			20	\$5,760
Set Reference Points for Construction			4.0	2.0	40.0				550	\$8,430
Prepare Record of Survey Map		40.0	16.0				64.0		50	\$12,650
Set Monument Well Assembly (\$480/mon)				2.0					48,100	\$48,320
Punch Center Point in Monument (101 each)			4.0		40.0				50	\$7,710
Survey New Monuments (101 each)			4.0			40.0			150	\$9,810
Revise ROS per County Surveyor Review			8.0				16.0		40	\$2,400
										\$0
										\$0
										\$0
										\$0
								Total Expenses	\$49,160	
PROJECT TOTAL	0	42	54	10	88	88	80	0	\$49,160	\$105,000

Proposal to
County of Yuba
915 8th Street, Suite 125
Marysville, CA 95901

EXHIBIT 1

LABEL THE COVER "MONUMENT"



SECTION B-B
TYPICAL MONUMENT WELL
NO SCALE

NOTES:

1. MONUMENT WELL: BROOKS PRODUCT INC. NO. 3RT TRAFFIC GATE BOX (WITHOUT EXTENSION) OR EQUAL
2. DOMED SURVEY MARKER LIETZ NO. 8134-13 OR EQUAL
3. WHEN RESURFACING ROAD ADD RISER RING BETWEEN EXISTING BOX & COVER TO MEET NEW ROAD GRADE
4. IN EXISTING ROAD SITUATION, DYED CONCRETE MAY BE POURED FLUSH WITH EXISTING PAVEMENT GRADE.

YUBA COUNTY
DEPARTMENT OF PUBLIC WORKS

STANDARD
MONUMENT WELL

APPROVED BY:

DATE: 8-29-06

500

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



397-11

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: September, 13, 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.

COMMITTEE: The Human Services Committee recommended approval on August 23, 2011.

FISCAL IMPACT: The cost of this Agreement is funded by the CalWORKs Stage I Child Care Allocation and will not impact County General Funds.

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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__.

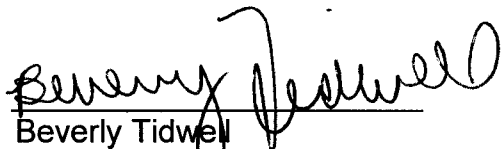
"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA

CHILDREN'S HOME SOCIETY

_____, Chair
Board of Supervisors


Beverly Tidwell
Chief Executive Officer
Tax ID: 95-1690976

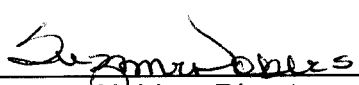
INSURANCE PROVISIONS APPROVED


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.

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1. BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed One Million Dollars (\$1,000,000.00) per each fiscal year of the term of this Agreement, as specified in Attachment F – Budget. . In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed One Million Dollars (\$1,000,000.00) per fiscal year without an amendment to this Agreement approved by the Yuba County Board of Supervisors.

B.1.1. By mutual agreement, at the beginning of the second fiscal year of the term of this Agreement, the maximum amount payable under this Agreement may be reviewed, renegotiated and amended as agreed upon by both parties

B.2. PAYMENT PROVISION. COUNTY shall reimburse CONTRACTOR for all provider payments made on behalf of COUNTY for Stage I childcare services. COUNTY shall also pay to CONTRACTOR the actual amount for personnel, operating and other expenditures. The total reimbursable amount payable to CONTRACTOR shall not exceed One Million Dollars (\$1,000,000.00) per fiscal year.

B.3 CONTRACTOR shall submit detailed requests for payment, with back-up Provider Payment documentation attached, all other back-up documentation will be available upon request after completion of services but no later than the tenth (10th) day of the month following provision of services in a format in accordance with Attachment G – Invoice Format.

B.4. 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.5. 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.

B.6. AUDITS AND REVIEWS. Authorized Federal, State, or County representatives shall have the right to monitor, assess or evaluate CONTRACTOR's performance pursuant to this Agreement, including, but not limited to, audits, inspection of premises and reports, and interviews of program staff and participants. (Moved from C.4)

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

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



398-11

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

TO: Board of Supervisors
Yuba County

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

DATE: September 13, 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.

COMMITTEE: The Human Services Committee recommended approval on August 23, 2011.

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
 Reason for Denial: _____

 Date

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

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Yuba County Sheriff's Department

Steven L. Durfor, Sheriff - Coroner

399-11

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

Ph: 530-749-7777 • Fax: 530-741-6445

SEPTEMBER 13, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER *SLD*

RE: MEMORANDUM OF UNDERSTANDING WITH THE YUBA COUNTY
OFFICE OF EDUCATION

RECOMMENDATION:

Approve the Memorandum of Understanding with the Yuba County Office of Education to provide vocational educational programs for inmates at the Yuba County Jail, for the Fiscal Year 2011-12.

BACKGROUND:

Each year, the Yuba County Office of Education provides vocational educational programs for inmates in the Yuba County Jail. The vocational programs provide entry-level programs in construction, janitorial and grounds maintenance, basic GED education and computer skills. Due to budget constraints, all vocational educational programs were eliminated for FY 2009-10, FY 2010-11, and FY 2011-12, except for the basic General Equivalency Degree (GED) education.

DISCUSSION:

This is an annual agreement that has proven beneficial to both agencies. The fiscal year 2011-12 program for the GED program has been budgeted, designed, and staffed around a \$15,000 budget.

FISCAL IMPACT:

No fiscal impact to the general fund. The program is included in the FY 2011-12 Jail Budget, and will be paid entirely with Inmate Welfare Funds.

COMMITTEE ACTION:

None. Due to the routine nature of this request, the item was placed directly on the Board of Supervisor's agenda.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF YUBA
AND YUBA COUNTY OFFICE OF EDUCATION**

This Memorandum of Understanding is between the County of Yuba and the Yuba County Office of Education. Term of the agreement is July 1, 2011 through June 30, 2012.

1. Yuba County Office of Education agrees to provide an educational program for inmates at the Yuba County Jail between July 2011 and June 2012, consisting of a basic General Equivalency Degree (GED) education. In connection therewith, the Yuba County Office of Education shall provide a teacher and all materials and supplies required for such programs. Differences between state revenue and expenditures will be billed as direct costs as approved by the Board of Supervisors.
2. County of Yuba agrees to make one payment of \$15,000 to the Yuba County Office of Education, due January 1, 2012, and will be invoiced for the remainder of the costs based on actual cost of the program minus state revenue received in June of 2012, for continued services through June 30, 2012. The total amount of contribution from County of Yuba is estimated to not be more than \$20,000 for the year, this is based on approximately 15 average daily attendance (ADA) in the class to generate state funding.
3. Full accounting is available for review annually.
4. If for any reason either party wishes to cancel this agreement, it must be in writing at least 90 days before the next fiscal year begins.
5. Indemnity. County of Yuba shall indemnify and hold harmless Yuba County Office of Education (and Yuba County Office of Education's officers, officials, employees, independent contractors, volunteers, and agents) from and against any and all claims, actions, and proceedings (including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon, relating to damage to property or injury to persons) caused by the performance or omission to perform under this Agreement by County of Yuba or County of Yuba's agents, representatives, employees, contractors and subcontractors.

Yuba County Office of Education shall indemnify and hold harmless County of Yuba (and County of Yuba's officers, officials, employees, independent contractors, volunteers, and agents) from and against any and all claims, actions, and proceedings (including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon, relating to damage to property or injury to persons) caused by the performance or omission to perform under this


Agreement by Yuba County Office of Education or Yuba County Office of Education's agents, representatives, employees, contractors and subcontractors. If any such claim, action, or proceeding is brought against an indemnified party or that party's officers, officials, employees, independent contractors, volunteers, or agents, the indemnifying party, upon notice from the indemnified party, shall defend the same at the indemnifying party's expense by counsel satisfactory to the indemnified party.

Each party shall promptly notify the other party of any claim, action, or proceeding against that party or that party's officers, officials, employees, independent contractors, volunteers, or agents relating to the performance or omission to perform, any term or condition of this Agreement. The indemnified party shall cooperate fully in the defense of any such claim, action or proceeding.

6. The County of Yuba and Yuba County Office of Education certify that they are self insured with respect to this agreement in an amount adequate to provide coverage for any liability which may arise as a result of this Memorandum of Understanding.

YUBA COUNTY OFFICE OF EDUCATION

COUNTY OF YUBA

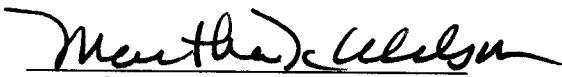

SCOTIA HOLMES SANCHEZ
Yuba County Superintendent of Schools

ROGER ABE
Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

INSURANCE APPROVED


Martha K. Wilson
Risk Manager

APPROVED AS TO FORM
YUBA COUNTY COUNSEL

By: 
ANGIL MORRIS-JONES



COUNTY
DEPARTMENTS

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The County of Yuba

CLERK OF THE BOARD OF SUPERVISORS
Donna Stottlemeyer



400-11

Government Center
915 8th Street, Suite 109
Marysville, CA 95901-5273
(530) 749-7510
FAX (530) 749-7353

August 22, 2011

Ms. Kathleen N. Mastagni Storm, Esq.
Mastagni, Holstedt, Amick, Miller, and Johnsen
1912 I Street
Sacramento, CA 95811

Re: Record Appeals to Board of Supervisors/Yuba County Probation Association

Dear Ms. Storm:

This letter is in response to your request that the Board of Supervisors hear your record appeal regarding Yuba County Probation Association received August 8, 2011.

As indicated in your appeal the Human Resources Director responded on behalf of the County and denied the recognition of the petition of the Yuba County Probation Association on January 15, 2011. Yuba County rules do not provide a right to appeal the decision of the Labor Relations Committee. However, through the process, it was agreed by the Committee to allow an appeal of the Committee's decision to the Board of Supervisors. To give the greatest amount of time provided under law for someone to appeal to the Board as reflected in Code of Civil Procedure §1094.6, and cited in County Ordinance Code §1.16.030, it would allow 90 days from the date of denial to file a petition which would have been April 15, 2011.

You are advised the appeal has been deemed untimely filed by County Counsel. The Board of Supervisors will consider and rule solely on the timeliness of the petition on September 13, 2011, 9:30 a.m. or as soon thereafter as the matter is called. A copy of the agenda and any background material provided to the Board of Supervisors will be mailed to you on September 7 when the final agenda is posted.

If you have any questions or I may be further assistance, please contact me.

Sincerely,

Donna Stottlemeyer
Clerk of the Board of Supervisors

cc Board of Supervisors
County Counsel
Human Resources

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*ORDINANCES
AND
PUBLIC HEARINGS*

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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


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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

To: Yuba County Board of Supervisors

From: Yuba County Redistricting Committee
Kevin Mallen, CDSA Director 

Date: September 13, 2011

Subject: Amend Chapter 2.05 of the Yuba County Ordinance Code
To Reflect New Supervisorial District Boundaries

Recommendation:

Adopt an ordinance amending Chapter 2.05, adjusting the boundaries of the supervisorial districts to reflect the selected Alternative 3B to achieve equal population representation subsequent to the 2010 Census.

Background:

At the August 2, 2011 Board of Supervisors meeting, the Board opened a public hearing and received comments on three Alternatives presented for public review by the Redistricting Committee. The Board then closed the public hearing on receiving comments on the Alternatives and then opened a second public hearing to discuss selection of a preferred Alternative. The Board then took action to narrow the focus to Alternative 3 and asked the Committee to bring back at the August 9th meeting a variation of Alternative 3 for consideration that provided representation by two Supervisorial Districts for the future employment area along Highway 65. Essentially, District 3 representing the western portion of the area and District 4 representing the eastern portion of the area. At the August 9, 2011 Board of Supervisors meeting the Board selected the revised Alternative 3, which was named Alternative 3B

Discussion:

As directed by the Board at the August 9, 2011 meeting, staff has prepared an amendment to Chapter 2.05 of the Ordinance Code to reflect the revised supervisorial district boundaries.

Once adopted by the Board, the new boundaries will go into effect 30 days after adoption. After the new boundaries go into effect, future elections and appointments will need to conform to the new boundaries. Existing elected and appointed officials will be able to finish their current terms.

Attachments:

- Ordinance amending Chapter 2.05
- Alternative 3B Map

ORDINANCE NO. _____

**AN ORDINANCE ADJUSTING THE BOUNDARIES
OF THE SUPERVISORIAL DISTRICTS
OF THE COUNTY OF YUBA, STATE OF CALIFORNIA**

The following ordinance, consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on _____ day of _____, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Roger Abe, Chairman of the Board of Supervisors
of the County of Yuba, State of California

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

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



Angil P. Morris-Jones, County Counsel

THE BOARD OF SUPERVISORS OF THE COUNTY OF YUBA, STATE OF CALIFORNIA DOES ORDAIN AS FOLLOWS:

Section 1. This ordinance shall take effect Thirty (30) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper of general circulation in the County of Yuba, State of California.

Section 2. Repeal. All ordinances establishing the boundaries of the Supervisorial Districts of the County of Yuba in conflict herewith are hereby repealed.

Section 3. Chapter 2.05 of the Yuba County Ordinance Code is hereby amended to read in its entirety as follows:

CHAPTER 2.05

SUPERVISORIAL DISTRICTS - MAPS

Sections

- 2.05.010. Authority**
- 2.05.020. Supervisorial District No. 1**
- 2.05.030. Supervisorial District No. 2**
- 2.05.040. Supervisorial District No. 3**
- 2.05.050. Supervisorial District No. 4**
- 2.05.060. Supervisorial District No. 5**
- 2.05.070. Severability**

2.05.010. Authority. Pursuant to Section 21500 - 21506 of the Elections Code, and Title 42, Section 1973 of the United States Code annotated, the boundaries of the Supervisorial Districts of the County of Yuba are altered and changed as set forth herein.

2.05.020. Supervisorial District No. 1.

SUPERVISORIAL DISTRICT NO. 1 shall consist of the territories bounded as follows:

BEGINNING at the centerline intersection of North Beale Road and Alberta Avenue; THENCE northerly along the centerline of Alberta Avenue to the centerline of Hammonton-Smartsville Road; THENCE southwesterly along the centerline of Hammonton-Smartsville Road to the centerline of Dantoni Road; THENCE northerly along the centerline of Dantoni Road to the centerline of Simpson-Dantoni Road; THENCE southwesterly along the centerline of Simpson-Dantoni Road to the centerline of Simpson Lane; THENCE southerly along the centerline of Simpson Lane to the centerline of the Yuba River South Levee, also being the old Southern Pacific Railroad right of way spur; THENCE southwesterly and westerly along the centerline of the Yuba River South Levee to the centerline of the Southern Pacific Railroad right of way (Marysville to Roseville line); THENCE southeasterly along the centerline of the Southern Pacific Railroad right of way to the centerline of North Beale Road; THENCE westerly along the centerline of North Beale Road to its perpendicular intersection with the centerline Lindhurst Avenue; THENCE continue northwesterly along the centerline of North Beale Road to the centerline of Feather River Boulevard; THENCE southwesterly along the centerline of Feather River Boulevard to the centerline of Alicia Avenue; THENCE southeasterly along the centerline of Alicia Avenue to the centerline of Grand Avenue; THENCE southwesterly along the centerline of Grand Avenue to the centerline of Island Avenue; THENCE westerly along the centerline of Island Avenue to the centerline of Feather River Boulevard; THENCE southerly along Feather River Boulevard to the northerly line of Lot 9 of Block 36 of the Farm Land Colony No. 1 subdivision filed in Book 1 of Maps at Page 23, in the office of the Recorder of Yuba County; THENCE easterly along the northerly line of Lot 9 of Block 36 of said Farm Land Colony map to the centerline of the Union Pacific Railroad spur; THENCE northeasterly, southeasterly, and easterly along the centerline of the Union Pacific Railroad spur to the centerline of Arboga Road; THENCE northerly and northwesterly along the centerline of Arboga Road the centerline of Erle Road; THENCE easterly and southeasterly along the centerline of Erle Road to the North-South centerline of Section 34 of Township 15 North, Range 4 East, M.D.B.M.; THENCE northerly along said North-South centerline to the one quarter section corner common to Sections 27 and 34 of Township 15 North, Range 4 East, M.D.B.M.; THENCE easterly along the South lines of Sections 27, 26, and 25 of

Township 15 North, Range 4 East, M.D.B.M. and Section 30 of Township 15 North, Range 5 East, M.D.B.M. to the corner common to Sections 29, 30, 31 and 32 of Township 15 North, Range 5 East, M.D.B.M.; THENCE northerly along the east line of Section 30 of Township 15 North, Range 5 East, M.D.B.M. to centerline of North Beale Road; THENCE westerly along the centerline of North Beale Road to the centerline of Alberta Avenue and the POINT OF BEGINNING.

2.05.030. Supervisory District No. 2.

SUPERVISORIAL DISTRICT NO. 2 shall consist of the territories bounded as follows:
BEGINNING at the intersection of the centerline of Simpson Lane with the centerline of the Yuba River South Levee, also being the old Southern Pacific Railroad right of way spur;
THENCE southwestly and westerly along the centerline of the Yuba River South Levee to the centerline of the Southern Pacific Railroad line (Marysville to Roseville line); THENCE southeasterly along said railroad centerline to the centerline of North Beale Road; THENCE westerly along the centerline of North Beale Road to its perpendicular intersection with Lindhurst Avenue; THENCE continue northwestly along the centerline of North Beale Road to the centerline of Feather River Boulevard; THENCE southwestly along the centerline of Feather River Boulevard to the centerline of Alicia Avenue; THENCE southeasterly along the centerline of Alicia Avenue to the centerline of Grand Avenue; THENCE southwestly along the centerline of Grand Avenue to the centerline of Island Avenue; THENCE westerly along the centerline of Island Avenue to the centerline of Feather River Boulevard; THENCE southerly along Feather River Boulevard to the northerly line of Lot 1 of Block 1 of the Farm Land Colony No. 1 subdivision filed in Book 1 of Maps at Page 23, in the office of the Recorder of Yuba County, California; THENCE westerly along the northerly line of Lots 1 and 2 of said Block 1

and the westerly projection of the northerly line of said Lot 2 to the western boundary of Yuba County; THENCE northerly along the western boundary of Yuba county to the centerline of the Southern Pacific Railroad line (Marysville to Gridley line); THENCE southeasterly along said railroad centerline to the corporate limits of the City of Marysville; THENCE northerly and easterly along the northerly corporate limits of the City of Marysville to the centerline of State Highway 20; THENCE northerly along the centerline of State Highway 20 to its intersection with the westerly projection of the northern line of Parcel 1 of Parcel Map No. 9.11 filed in Book 29 of Maps at page 16 in the office of the Yuba County Recorder (being Assessor's Parcel Number 018-120-021); THENCE southeasterly along the westerly projection of, and the northern line of said Parcel 1 to the northeast corner thereof; THENCE southwesterly along the easterly line of said Parcel 1 to the most southerly corner thereof; THENCE southwesterly to the northernmost corner of Parcel 4 described in deed to Yuba River Farms, Inc., recorded October 10, 1991, at Document number 1991R-011702, Official Records of Yuba County (being Assessor's Parcel Number 018-130-023); THENCE southerly along the westerly line of said Parcel 4 and the southerly projection thereof to the centerline of the Yuba River; THENCE southwesterly along the centerline of the Yuba River to the centerline of the P.G. & E. Palermo-East Nicolaus transmission lines; THENCE southeasterly along the centerline of said transmission lines to the centerline of Simpson-Dantoni Road; THENCE westerly along the centerline of Simpson-Dantoni Road to the centerline of Simpson Lane; THENCE southerly along the centerline of Simpson Lane to the centerline of the Yuba River South Levee and the POINT OF BEGINNING.

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2.05.040. Supervisory District No. 3.

SUPERVISORIAL DISTRICT NO. 3 shall consist of the territories bounded as follows:

BEGINNING at the centerline intersection of Arboga Road and Erle Road; THENCE easterly and southeasterly along the centerline of Erle Road to the North-South centerline of Section 34 of Township 15 North, Range 4 East, M.D.B.M.; THENCE northerly along said North-South centerline to the one quarter section corner common to Sections 27 and 34 of Township 15 North, Range 4 East, M.D.B.M.; THENCE easterly along the south lines of Sections 27 and 26 of Township 15 North, Range 4 East, M.D.B.M. to the centerline of the United States Bureau of Reclamation, Western Area Power Administration transmission line; THENCE southerly along said transmission line to the centerline of Ostrom Road; THENCE westerly and southwesterly along the centerline of Ostrom Road and continuing southwesterly along the centerline of Forty Mile Road to the centerline of State Highway 65 right of way; THENCE southeasterly along the centerline of State Highway 65 right of way to the east line of the west one half of the southwest one quarter of Section 24 of Township 14 North, Range 4 East, M.D.B.M., also being the east line of that certain parcel described in deed recorded January 21, 1999, at document number 1999R-000681 (being Assessor's Parcel Number 014-280-089); THENCE southerly along said east line to the south line of said Section 24; THENCE westerly along the south lines of said Sections 24 and 23 to the centerline of Forty Mile Road; THENCE southerly along the centerline of Forty Mile Road and continuing southwesterly and westerly along the centerline of Plumas Arboga Road to Algodon Road; THENCE continuing westerly along the centerline of Algodon Road, also being the south line of Section 29 of Township 14 North, Range 4 East, M.D.B.M. to the easterly line of the lands of Reclamation District 784, formerly the Sacramento Northern Railroad line, as shown on Record of Survey 2011-0002 filed in Book 93 of Maps at Page 12, Official Records of Yuba County (being Assessor's Parcel Numbers 014-530-001 and 014-340-008, 334 O.R. 525); THENCE northwesterly along said easterly line of Reclamation District 784 lands the south line of Broadway Road; THENCE along the northwesterly projection of said Reclamation District 784 easterly line to the centerline of Broadway Road; THENCE easterly along the centerline of Broadway Road to the centerline of Arboga Road;

THENCE northwesterly and northerly along the centerline of Arboga Road the centerline of Ella Avenue;
THENCE westerly along the centerline of Ella Avenue to the centerline of Feather River Boulevard;
THENCE southerly along the centerline of Feather River Boulevard to the South line of Lot 4 of Block 6 of the Arboga Colony No. 2 filed in Book 2 of Maps at Page 15, in the office of the Recorder of Yuba County, California, also being the southern line of that certain parcel described in deed recorded December 30, 1997, at document number 1997R-013445 (being Assessor's Parcel Number 016-060-001);
THENCE westerly along said south line of Lot 4 and the westerly projection thereof to the western boundary of Yuba County; THENCE northerly along the western boundary of Yuba County to a point on the westerly projection of the northerly line of Lot 2 of Block 1 of the Farm Land Colony No. 1 Subdivision filed in Book 1 of Maps at Page 23, in the office of the Recorder of Yuba County, California;
THENCE easterly along said northerly line of Lot 2 and its projection and along the northerly line of Lot 1 of said Block 1 to the centerline of Feather River Boulevard; THENCE northerly along the centerline of Feather River Boulevard to the northerly line of Lot 9 of Block 36 of said Farm Land Colony No. 1;
THENCE easterly along the northerly line of said Lot 9 to the centerline of the Union Pacific Railroad spur; THENCE northeasterly, southeasterly, and easterly along the centerline of said railroad spur to the centerline of Arboga Road; THENCE northerly and northwesterly along the centerline of Arboga Road to the centerline of Erle Road and the POINT OF BEGINNING.

2.05.050. Supervisory District No. 4.

SUPERVISORIAL DISTRICT NO. 4 shall consist of the territories bounded as follows:
BEGINNING at the intersection of the centerline of State Highway 70 and the southern boundary of Yuba County; THENCE northeasterly along the southern boundary of Yuba County to the southeast corner of Yuba County; THENCE northerly along the eastern boundary of Yuba County to the northeast corner of Parcel 15 as shown on Parcel Map 2005-0036, filed in Book 86 of Maps at Page 20 in the office of the Recorder of Yuba County; THENCE westerly along the northern line of said Parcel 15 to the centerline of

Boulder Way; THENCE northwesterly along the centerline of Boulder Way to the centerline of Mosswood Lane; THENCE northwesterly along the centerline of Mosswood Lane to the centerline of Daugherty Road; THENCE northwesterly along the centerline of Daugherty Road to the centerline of Chuck Yeager Road; THENCE northerly along the centerline of Chuck Yeager Road to the centerline of Hammonton-Smartsville Road; THENCE westerly along the centerline of Hammonton-Smartsville Road to the Range line between Range 4 East and Range 5 East, Township 15 North, M.D.B.M.; THENCE southerly along said Range line to the corner common to Sections 13 and 24 of Township 15 North, Range 4 East M.D.B.M. and Sections 18 and 19 of Township 15 North, Range 5 East M.D.B.M.; THENCE westerly along the north line of said Section 24 to the North-South centerline of said Section 24; THENCE southerly along the North-South centerline of said Section 24 and its southerly projection to the centerline of North Beale Road; THENCE easterly along the centerline of North Beale Road to the east line of Section 30 of Township 15 North, Range 5 East, M.D.B.M.; THENCE southerly along the East line of said Section 30 to the corner common to Sections 29, 30, 31 and 32 of Township 15 North, Range 5 East, M.D.B.M.; THENCE westerly along the South line of Section 30 of Township 15 North, Range 5 East and the south line of Section 25 of Township 15 North, Range 4 East M.D.B.M. to the centerline of the United States Bureau of Reclamation, Western Area Power Administration transmission line; THENCE southerly along said transmission line to the centerline of Ostrom Road; THENCE westerly and southwesterly along the centerline of Ostrom Road and continuing southwesterly along the centerline of Forty Mile Road to the centerline of State Highway 65; THENCE southeasterly along the centerline of State Highway 65 to the east line of the west one half of the southwest one quarter of Section 24 of Township 14 North, Range 4 East, M.D.B.M., also being the east line of that certain parcel described in deed recorded January 21, 1999, at document number 1999R-000681 (being Assessor's Parcel Number 014-280-089); THENCE southerly along said east line to the south line of said Section 24; THENCE westerly along the south lines of said Sections 24 and 23 to the centerline of Forty Mile Road; THENCE southerly along the centerline of Forty Mile Road and continuing southwesterly and westerly along the centerline of Plumas Arboga Road to Algodon Road; THENCE continuing westerly along the

centerline of Algodon Road, also being the south line of Section 29 of Township 14 North, Range 4 East, M.D.B.M. to the easterly line of the lands of Reclamation District 784, formerly the Sacramento Northern Railroad line, as shown on Record of Survey 2011-0002 filed in Book 93 of Maps at Page 12, Official Records of Yuba County (being Assessor's Parcel Numbers 014-530-001 and 014-340-008, 334 O.R. 525); THENCE northwesterly along said easterly line of Reclamation District 784 lands to the south line of Broadway Road; THENCE along the northwesterly projection of said Reclamation District 784 easterly line to the centerline of Broadway Road; THENCE easterly along the centerline of Broadway Road to the centerline of Arboga Road; THENCE northwesterly and northerly along the centerline of Arboga Road to the centerline of Ella Avenue; THENCE westerly along the centerline of Ella Avenue to the centerline of Feather River Boulevard; THENCE southerly along the centerline of Feather River Boulevard to the South line of Lot 4 of Block 6 of the Arboga Colony No. 2 filed in Book 2 of Maps at Page 15, in the office of the Recorder of Yuba County, California, also being the southern line of that certain parcel described in deed recorded December 30, 1997 at document number 1997R-013445 (being Assessor's Parcel Number 016-060-001); THENCE westerly along said south line of Lot 4 and the westerly projection thereof to the western boundary of Yuba County; THENCE southerly along the western boundary of Yuba County to the most southern corner of Yuba County; THENCE northeasterly along the southern boundary of Yuba County to the centerline of State Highway 70 and the POINT OF BEGINNING.

2.05.060. Supervisory District No. 5.

SUPERVISORIAL DISTRICT NO. 5 shall consist of the territories bounded as follows:
BEGINNING at the most northerly corner of Yuba County, being the corner common to Yuba and Sierra County on the southerly boundary of Plumas County; THENCE southerly along the eastern boundary of Yuba County to the northeast corner of Parcel 15 as shown on Parcel Map 2005-0036, filed in Book 86 of Maps at Page 20 in the office of the Recorder of Yuba County; THENCE westerly along the northern line

of said Parcel 15 to the centerline of Boulder Way; THENCE northwesterly along the centerline of Boulder Way to the centerline of Mosswood Lane; THENCE northwesterly along the centerline of Mosswood Lane to the centerline of Daugherty Road; THENCE northwesterly along the centerline of Daugherty Road to the centerline of Chuck Yeager Road; THENCE northerly along the centerline of Chuck Yeager Road to the centerline of Hammonton-Smartsville Road; THENCE westerly along the centerline of Hammonton-Smartsville Road to the Range line between Range 4 East and Range 5 East, Township 15 North, M.D.B.M.; THENCE southerly along said Range line to the corner common to Sections 13 and 24 of Township 15 North, Range 4 East M.D.B.M. and Sections 18 and 19 of Township 15 North, Range 5 East M.D.B.M.; THENCE westerly along the North line of said Section 24 to the North-South centerline of said Section 24; THENCE southerly along the North-South centerline of said Section 24 and its southerly projection to the centerline of North Beale Road; THENCE westerly along the centerline of North Beale Road to the centerline intersection of North Beale Road and Alberta Avenue; THENCE northerly along the centerline of Alberta Avenue to the centerline of Hammonton-Smartsville Road; THENCE southwestly along the centerline of Hammonton-Smartsville Road to the centerline of Dantoni Road; THENCE northerly along the centerline of Dantoni Road to the centerline of Simpson-Dantoni Road; THENCE southwestly along the centerline of Simpson-Dantoni Road to the centerline of the P.G. & E. Palermo-East Nicolaus transmission lines; THENCE northwesterly along the centerline of said transmission lines to the centerline of the Yuba River; THENCE northeasterly along the centerline of the Yuba River to its intersection with the southerly projection of the westerly line of Parcel 4 described in deed to Yuba River Farms, Inc., recorded October 10, 1991, at Document number 1991R-011702, Official Records of Yuba County (being Assessor's Parcel Number 018-130-023); THENCE northerly along said projection and the westerly line of said Parcel 4 to the northernmost corner of said Parcel 4; THENCE northerly to the southernmost corner of Parcel 1 of Parcel Map No. 9.11 filed in Book 29 of Maps at page 16 in the office of the Yuba County Recorder (being Assessor's Parcel Number 018-120-021); THENCE northeasterly along the easterly line of said Parcel 1 to the northeast corner thereof; THENCE northwesterly along the northern line of said Parcel 1 and the projection thereof to the

centerline of State Highway 20; THENCE southerly along the centerline of State Highway 20 to the corporate limits of the City of Marysville; THENCE westerly along the northerly corporate limits of the City of Marysville to the centerline of the Southern Pacific Railroad line (Marysville to Gridley line); THENCE northwesterly along said railroad centerline to the western boundary of Yuba County; THENCE northerly and easterly along the western and northern boundary of Yuba County to the most northerly corner of Yuba County and the POINT OF BEGINNING.

2.05.070 Severability.

If any section, subsection, sentence, clause, phrase, provision or portion of this Chapter, or the application thereof to any person or circumstances, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or provisions of this Chapter, or their applicability to distinguishable situations or circumstances. In enacting this Chapter, it is the desire of the Board of Supervisors to validly regulate to the full measure of its legal authority in the public interest, and to that end, the Board of Supervisors declares that it would have adopted this Chapter and each section, subsection, sentence, clause, phrase, provision, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof might be declared invalid or unconstitutional in whole or in part, as applied to any particular situation or circumstances, and to this end the provisions of this Chapter are intended to be severable.

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It is the first step in the conversion of a
 100% cotton fabric into a 100% polyester fabric.
 The process is called "dry cleaning" and is
 done in a special machine called a "dry
 cleaning machine". The machine is used to
 clean the fabric by using a special solvent
 called "dry cleaning solvent". The solvent
 is used to remove the dirt and oil from the
 fabric. The solvent is then evaporated and
 the fabric is left to dry. The fabric is then
 pressed and the final product is a 100%
 polyester fabric.

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

The Honorable Edmund G. Brown, Jr.
Governor of California

July 2011

Dear Governor Brown:

On behalf of the Members of the State Board of Equalization (BOE), I am pleased to submit to you our annual report for fiscal year 2009-10.

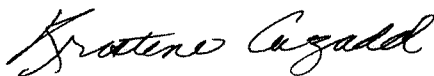
Programs administered by the BOE produced \$50.7 billion in revenue in 2009-10. The state's portion, \$39.2 billion, contributed 35.6 percent of all state revenue for the fiscal year.

The BOE supports California's state and local governmental finance system by providing essential revenue for the state's cities, counties, and special tax districts. BOE-administered programs yielded \$8.6 billion for local governments from local and district sales and use taxes in 2009-10.

Thanks to the excellent work of our 4,054 employees, a focus on process improvement, and our strong technology infrastructure, we have continued to provide efficient and effective tax administration, in spite of the challenges of these tough economic times. Our total costs for all operations in 2009-10 were \$428.5 million—only 82 cents for every \$100 of revenue collected. Of the total cost of operations, only \$249.2 million came from the General Fund.

We remain dedicated to serving the people of the great State of California.

Sincerely,



Kristine Cazadd
Interim Executive Director

MISSION

The mission of the State Board of Equalization is to serve the public through fair, effective, and efficient tax administration.

GOALS

The State Board of Equalization will:

- Improve the taxpayer experience
- Maximize voluntary compliance
- Invest in a skilled, motivated, and diverse workforce
- Enhance operational effectiveness



Meeting Taxpayer Needs

The BOE is committed to helping all California businesses and individuals comply with the state's complex and changing tax laws. Our agency offers a full range of services tailored to the diverse needs of the state's businesses—from 24-hour electronic services to personal assistance with tax compliance questions. The BOE:

- Offers personal assistance with tax compliance questions at 800-400-7115
- Provides forms, publications, regulations, tax news, meeting agendas, and special features on our website
- Sponsors classes and all-day tax events with other federal, state, and local agencies
- Presents online videos of our nonprofit educational seminars, efile instructions, and cigarette and tobacco retail sales
- Conducts taxpayer educational consultations, providing assistance to first-year business owners
- Provides information in 23 languages
- Helps taxpayers get assistance on our redesigned multilingual webpage
- Assists taxpayers who have not been able to resolve a problem by normal channels through our Taxpayers' Rights Advocate Office, 888-324-2798

Highlights

Revenues

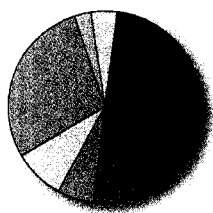
Programs administered by the BOE produced \$50.7 billion in revenue in 2009-10. The state's portion, \$39.2 billion, contributed 35.6 percent of all state revenue for the fiscal year.

Board of Equalization 35%

■ Sales and Use Taxes 28%

■ Fuel Taxes 3%

Other BOE Revenues 4%



Other Agencies 65%

■ Personal Income Tax 42%

■ Corporation Tax 8%

■ Motor Vehicle and Trailer Taxes 6%

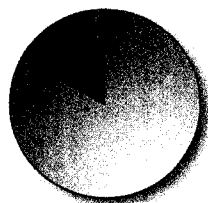
Other Revenues 9%

Total BOE revenues increase

Fiscal year 2009-10 revenues totaled \$50.7 billion, 4.7 percent higher than the \$48.4 billion collected in 2008-09. Sales and use tax receipts, which totaled \$39.9 billion in 2008-09, rose to \$42.2 billion, an increase of 5.6 percent.

2009-10 BOE Revenues

Billions of dollars



■ Sales and Use Taxes \$42.2

■ Other Taxes and Fees \$7.7

■ Property Taxes \$0.8

Program Revenues

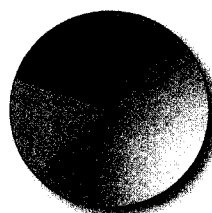
Property Taxes

California property tax levies for fiscal year 2009-10 totaled \$49.2 billion, a decrease of 1.2 percent from the previous year's total of \$49.8 billion. County-assessed property values fell \$86 billion during 2009-10 to reach \$4.3 trillion for the 2010-11 tax year.

In 2010, the BOE set the values of state-assessed properties, primarily privately owned public utilities and railroads, at \$79.0 billion for the 2010-11 roll. This was a \$2.9 million increase from 2009-10 values. State-assessed properties produced an estimated \$83.8 million in local property tax revenues for the state's 58 counties in 2009-10.

2009-10 General Property Tax Revenues

Billions of dollars



■ School Purposes \$0.5

■ Counties \$0.1

■ Cities \$0.2

■ Other \$0.2

Private Railroad Car Tax

Private railcar owners pay the private railroad car tax on railcars operated in California. For 2010-11, the Board-adopted assessed value for private railroad cars totaled \$564.4 million. The total assessed value reflects the application of a 65.1 percent assessment ratio as required by the Federal Railroad Revitalization and Regulatory Reform Act. The estimated private railroad car tax revenue for the state's 2010-11 General Fund is \$6.2 million.

Timber Yield Tax

Timber owners pay the 2.9 percent timber yield tax based on the immediate harvest value of trees harvested for wood products. Revenues are returned to the counties where the timber was harvested. Calendar year 2009 revenues totaled \$3.7 million.

Timber harvest volume declined from the 1.37 billion board feet in 2008 to 0.8 billion board feet in 2009. The total value of the year's harvest decreased to \$99.2 million. The number of registered timber owners decreased from 1,633 active program registrants at the end of June 2009 to 1,573 active program registrants as of June 30, 2010. Thirty timber owners paid approximately 91 percent of the tax collected in 2009.

Sales and Use Taxes

California sales and use tax revenue totaled \$42.2 billion in 2009-10, an increase of 5.6 percent from the \$39.9 billion total in 2008-09. Sales and use tax revenue included:

- \$33.5 billion from the state sales tax, with:
 - \$27.7 billion allocated to the state's General Fund.
 - \$2.3 billion allocated to the state's Local Revenue Fund; tax rate of 0.50 percent.
 - \$2.3 billion allocated to the Local Public Safety Fund; tax rate of 0.50 percent.
 - \$1.2 billion allocated to the state's Fiscal Recovery Fund; tax rate of 0.25 percent.
- \$4.7 billion from the 1.00 percent Bradley-Burns Uniform Local Sales and Use Tax, allocated among all of the state's 58 counties and 480 cities.
- \$4.0 billion in special district transactions (sales) and use tax; rates vary by district.

2009-10 Sales and Use Tax Revenues

Billions of dollars



The sales and use tax rate in a specific California location has three parts: the state tax rate, the local tax rate, and any district tax rate that may be in effect. The statewide combined sales and local tax rate is 8.25 percent (7.25 percent state tax rate and one percent current local tax rate). State sales and use taxes provide revenue to the state's General Fund, to cities and counties through specific state fund allocations, and to other local jurisdictions.

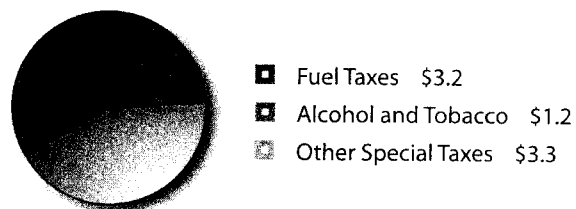
Special Taxes and Fees

In 2009-10, the BOE administered more than 20 special tax and fee programs that encompass a broad range of activities and transactions. Revenues from the insurance tax, alcoholic beverage tax, and a portion of cigarette tax receipts are allocated to the state's General Fund. Other special taxes and fees fund specific state services, from highway construction to recycling programs. The BOE administers most of the special tax and fee programs in cooperation with other state agencies.

BOE-administered special tax and fee program revenues totaled \$7.67 billion in 2009-10, an increase of 0.1 percent from 2008-09 total revenues of \$7.66 billion. Fuel taxes totaled \$3.2 billion, while alcohol and tobacco taxes totaled approximately \$1.2 billion.

2009-10 Special Taxes and Fees Revenues

Billions of dollars

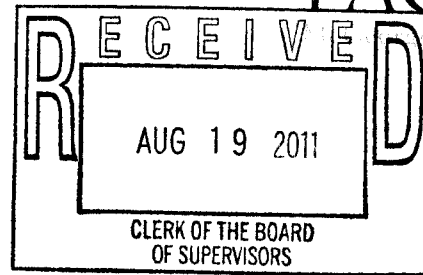


RECEIVED BY EACH
BOARD MEMBER

UNIVERSITY OF THE
PACIFIC
School of Law

August 18, 2011

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



RE: Realignment – AB 109

Dear Mr. Abe:

The California Parole Advocacy Program (CalPAP) can provide your county with experienced and cost effective attorney services to handle the upcoming transition triggered by the criminal justice realignment. As a result of realignment and Assembly Bills 109, 116, and 117, counties will assume the responsibility of providing attorney representation to parolees undergoing revocation proceedings. The transition is fast approaching, and will begin on October 1, 2011, with each county being responsible for revocation proceedings for their portion of the population being released from state prisons and county jails.

California

Parole Advocacy
Program

3200 Fifth Avenue
Sacramento, CA 95817

Tel 916.733.2808

Fax 916.452.7491

paroleprogram@pacific.edu

The Institute for Administrative Justice (IAJ), established at the University of the Pacific, McGeorge School of Law, in 1972, has provided consultation, training and direct services to parole authorities in California and throughout the nation since 1976. The award winning California Parole Advocacy Program (CalPAP) was created by IAJ under contract with the State of California in July 2004. Since its inception, CalPAP attorneys have provided representation to parolees in over 500,000 parole revocation proceedings. Our organization has 11 regional offices throughout the state that are in close proximity to prisons and local county jails. In 2005, we were proud to be recognized as *Defender Program of the Year* by the California Public Defenders Association.

CalPAP is a robust, nimble organization perfectly situated to help counties navigate the realignment process. We have a panel of experienced attorneys located throughout the state that we can deploy to defend clients from case start to finish. CalPAP has a sophisticated data collection system that is able to produce accurate and detailed statistical and compliance reports. Our program is eager to help with the transition and able to serve as a short term bridge or long term solution. We charge approximately \$300 to handle each case from start to finish, subject to negotiation, depending on the specific services requested.

We are happy to discuss this in greater detail or to meet with any planning group that may be working on realignment. Feel free to contact me at gfait@pacific.edu or (916) 739-7049.

Sincerely,

Glenn Fait
Associate Dean – Special Counsel

CC: County Administrator

BOS CORRESPONDENCE **B** SAN FRANCISCO SACRAMENTO



Federal Emergency Management Agency

Washington, D.C. 20472

August 16, 2011

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Roger Abe
Chairman, Board of Supervisors
Yuba County
915 Eighth Street, Suite 109
Marysville, CA 95901

IN REPLY REFER TO:

Case No.: 11-09-0045P
Community Name: Yuba County, CA
Community No.: 060427
Effective Date of
This Revision: **December 30, 2011**

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

Dear Mr. Abe:

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

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

Sincerely,

Beth A Norton

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

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

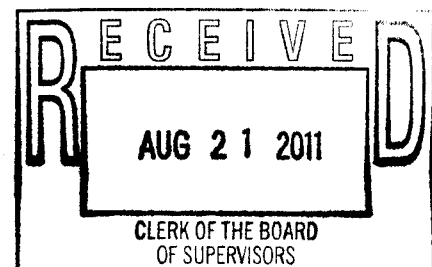
List of Enclosures:

Letter of Map Revision Determination Document
Annotated Flood Insurance Rate Map
Annotated Flood Insurance Study Report

cc: Mr. Michael Lee, P.E.
Director of Public Works
Yuba County

Mr. Sean Minard, P.E.
MHM, Incorporated

Mr. Steve Klein, M.S., P.E.
MHM, Incorporated



BOS CORRESPONDENCE C



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	Yuba County California (Unincorporated Areas)	BRIDGE CULVERT DETENTION BASIN	HYDRAULIC ANALYSIS HYDROLOGIC ANALYSIS NEW TOPOGRAPHIC DATA
	COMMUNITY NO.: 060427		
IDENTIFIER	TRLIA Drainage Study PAL Area	APPROXIMATE LATITUDE & LONGITUDE: 39.133, -121.535 SOURCE: USGS QUADRANGLE DATUM: NAD 83	
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES	
TYPE: FIRM* NO.: 06115C0345D DATE: February 18, 2011 TYPE: FIRM* NO.: 06115C0375D DATE: February 18, 2011 TYPE: FIRM* NO.: 06115C0410D DATE: February 18, 2011		DATE OF EFFECTIVE FLOOD INSURANCE STUDY REPORT: FEBRUARY 18, 2011 PROFILE(S): 29P NEW PROFILES: 29P(a), 38P and 39P DELETE PROFILE: 30P SUMMARY OF DISCHARGES TABLE: 2	

Enclosures reflect changes to flooding sources affected by this revision.

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

FLOODING SOURCE(S) & REVISED REACH(ES)

See Page 2 for Additional Flooding Sources

Upper Olivehurst Drain - from just upstream of the confluence with Olivehurst Interceptor to the outlet from Orchard Detention Basin

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Upper Olivehurst Drain	Zone AE	Contained	NONE	YES
	No BFEs*	BFES	YES	NONE
	Zone X (shaded)	Zone AO	YES	NONE
	Zone A	Contained	NONE	YES

* BFEs - Base Flood Elevations

DETERMINATION

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

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

Beth A. Norton

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

122451 PT202.02.11090045P.H15

102-I-A-C



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

OTHER FLOODING SOURCES AFFECTED BY THIS REVISION

FLOODING SOURCE(S) & REVISED REACH(ES)

Upper Linda Drain - from approximately 2,630 feet downstream of Alberta Avenue to approximately 200 feet upstream of Brophy Road

Upper Upper Olivehurst Drain - from the inlet to Orchard Detention Basin to just upstream of Wood Lane

Orchard Detention Basin - approximately 800 feet west and 250 feet north of the intersection of Erle Road and Turnberry Drive

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Upper Linda Drain	Zone AE	Zone AE	YES	YES
	Zone AE	Contained	NONE	YES
	Zone A	Contained	NONE	YES
	Zone A	Zone AE	YES	YES
	Zone X (shaded)	Zone AO	YES	NONE
	Zone X (shaded)	Zone AH	YES	NONE
	No BFEs*	BFEs	YES	NONE
	BFEs	BFEs	NONE	YES
	Zone X (unshaded)	Zone AO	YES	NONE
Upper Upper Olivehurst Drain	Zone X (shaded)	Zone AE	YES	NONE
	No BFEs	BFEs	YES	NONE
Orchard Detention Basin	Zone X (shaded)	Zone AH	YES	NONE
	No BFEs	BFEs	YES	NONE

* BFEs - Base Flood Elevations

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

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Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

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

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance discharges computed in the submitted hydrologic model. Future development of projects upstream could cause increased discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on discharges and could, therefore, indicate that greater flood hazards exist in this area.

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

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

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

Beth A. Norton

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

122451 PT202.02.11090045P.H15

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Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

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

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

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panel(s) and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

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

Beth A. Norton

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

122451 PT202.02.11090045P.H15

102-I-A-C



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

PUBLIC NOTIFICATION OF REVISION

PUBLIC NOTIFICATION

FLOODING SOURCE	LOCATION OF REFERENCED ELEVATION	BASE FLOOD ELEVATIONS		MAP PANEL NUMBER(S)
		EFFECTIVE	REVISED	
Upper Olivehurst Drain	Approximately 2,650 feet upstream of the confluence with Olivehurst Interceptor	66	None	06115C0410D
	Along the left overbank from approximately 2,720 feet southeast of the intersection of Erle Road and Goldfields Parkway (intersection) to approximately 470 feet southwest of the intersection	None	1#	06115C0410D
Upper Linda Drain	Approximately 2,780 feet upstream of Linda Avenue	72*	71*	06115C0345D
	Along the left overbank from approximately 540 feet southwest of the intersection Horman Drive and Jordon Drive to approximately 100 feet west of the intersection	None	72*	06115C0345D
	Approximately 2,170 feet upstream of Griffith Avenue	None	74	06115C0345D
	From approximately 230 feet downstream of Brophy Road to just downstream	None	1#	06115C0375D
Upper Upper Olivehurst Drain	Approximately 1,620 feet upstream of Orchard Detention Basin	None	67*	06115C0410D
	Just upstream of Wood Lane	None	73*	06115C0345D
Orchard Detention Basin	Approximately 800 feet west and 250 feet north of the intersection of Erle Road and Turnberry Drive	None	61*	06115C0410D

* Elevation in feet, referenced to the North American Vertical Datum of 1988 (NAVD) * Depth in feet above ground

Within 90 days of the second publication in the local newspaper, a citizen may request that we reconsider this determination. Any request for reconsideration must be based on scientific or technical data. Therefore, this letter will be effective only after the 90-day appeal period has elapsed and we have resolved any appeals that we receive during this appeal period. Until this LOMR is effective, the revised BFEs presented in this LOMR may be changed.

A notice of changes will be published in the *Federal Register*. A short notice also will be published in your local newspaper on or about the dates listed below. Please refer to FEMA's website at https://www.floodmaps.fema.gov/fhtml/Scripts/bfe_main.asp for a more detailed description of proposed BFE changes, which will be posted within a week of the date of this letter.

LOCAL NEWSPAPER Name: *Appeal-Democrat*
Dates: August 25, 2011 and September 1, 2011

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

Beth A Norton

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

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102-I-A-C



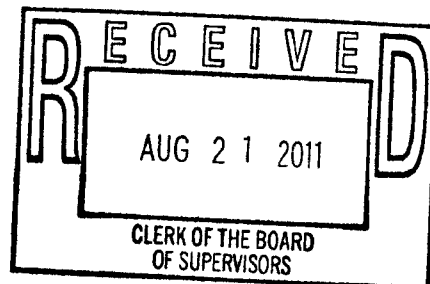
COUNTY OF LAKE

Board of Supervisors

Courthouse - 255 North Forbes Street
Lakeport, California 95453
Telephone (707) 263-2368
Fax (707) 263-2207

Anthony W. Farrington
District 4 Supervisor

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



August 18, 2011

Roger Abe
Chairman
Yuba County
915 8th St., Suite 109
Marysville, CA 95901

Dear Chairman Abe:

The water bodies in the State of California are at serious risk. The Quagga mussel and Zebra mussel, (collectively referred to as Dreissenids), one of the most pernicious of all invasive species, have already infested a number of water bodies in the State.

These mussels pose an economic threat to California's infrastructure and recreation industries. They impede water distribution by clogging water intakes and fish screens. They impede distribution of municipal water supplies, agricultural irrigation, and power plant operation. Mussels can impact recreation by limiting recreational opportunities, encrusting docks and beaches, colonizing recreational equipment including watercraft hulls, engines, and steering components.

Most areas of the state are vulnerable to future transport and contamination by Quagga and Zebra mussels because mussels are primarily transported by watercraft

There is still the opportunity to prevent further infestation if coordinated, collaborative, and extensive action is taken immediately. The only way to succeed in fighting this threat to all the water bodies in this State is to work together. Without increased and immediate action, these mussels will cause irreparable ecological and economic damage to California water bodies and long-term costs could be in the billions.

On August 16, 2011, the Lake County Board of Supervisors adopted a Resolution Requesting the Governor Declare a Statewide Emergency Resulting from Infestation of Dreissenid Mussels into the Water Bodies of the State of California. A copy of that resolution is attached. Also included is a report to the California Department of Fish and Game Aquatic Invasive Species Program prepared by Gregory A. Giusti of the U.C. Cooperative Extension, "Addressing the Challenge of Mutual Acceptance of Dreissenid Mussel Vessel Certification Programs - A Pathway to Reciprocity".

The Board of Supervisors asks that you review Dr. Giusti's report and Lake County's resolution. The Board further requests that you join with us in calling for a uniformly applied strategy, formulated at the State and Federal levels, designed to ensure the Quagga and Zebra mussels are effectively contained and further contamination is prevented by your adoption of a similar resolution and the forwarding of that resolution to Governor Brown.

Thank you.

Sincerely,

Anthony W. Farrington
Supervisor District 4

Enclosures

BOS CORRESPONDENCE D

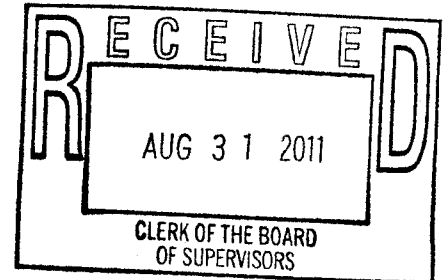
COMMISSIONERS
Jim Kellogg, President
Discovery Bay
Richard Rogers, Vice President
Montecito
Michael Sutton, Member
Monterey
Daniel W. Richards, Member
Upland
Jack Baylis, Member
Los Angeles

EDMUND G. BROWN, JR.



Sonke Mastrup
EXECUTIVE DIRECTOR
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



September 2, 2011

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 29.15, Title 14, California Code of Regulations, relating to abalone sport fishing, which will be published in the California Regulatory Notice Register on September 2, 2011.

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

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

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst

Attachment

cc: Yuba County Fish and Game Advisory Commission/rf

**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, 205, 210, 220, 240, 5521, and 7149.8, of the Fish and Game Code and to implement, interpret or make specific sections 200, 202, 205, 220, 5521, 7145, and 7149.8, of said Code, proposes to amend Section 29.15, Title 14, California Code of Regulations, relating to abalone.

Informative Digest/Policy Statement Overview

Under existing regulations (Section 29.15, Title 14, CCR), red abalone may only be taken for recreational purposes north of a line drawn due west magnetic from the center of the mouth of San Francisco Bay. Current regulations also specify: season, hours, daily limits, special gear provisions, measuring devices, abalone report card requirements, and sizes.

The regulation change is being proposed in response to the guidelines in the Abalone Recovery and Management Plan (ARMP), adopted by the Commission in 2005, with regard to average abalone density at eight index sites (surveyed on a three year cycle) within Mendocino and Sonoma counties. Recent scuba surveys indicate that the average density of emergent abalone (sublegal and legal sized) has trended downward over the past six years. Average density is now at 0.54 abalone/m² for the index sites which is substantially below the 0.68/m² average from the previous three years. Abalone creel surveys based on interviews with fishermen have recently shown indications of declining abalone populations. Wardens have also observed fishermen experiencing increased difficulty in catching limits of abalone. Low average densities and declining trends indicate a risk that leaving regulations unchanged could result in further reductions in average density, to values below the ARMP trigger level of 0.50 abalone/m², a density level that requires a 25 percent reduction in the total allowable catch (TAC) for the fishery. Abalone fishing effort, as well as catch, in the Fort Ross area is much higher than other sites and abalone densities there are approaching levels which would trigger closure for the site. Consequently, the Department is proposing regulations which will reduce the catch in the hopes that further reductions in average density and the closure of Fort Ross can be prevented.

The regulatory change will amend the existing regulations by either reducing fishing hours, reducing the annual limit, and/or reducing the season in the Fort Ross area, depending on which option(s) is chosen. The proposed regulation would also require every person using a container to store abalone prior to tagging to possess his own container and to retain abalone only in his own container. The following summarizes the options for regulatory change in Title 14, Section 29.15.

Option 1:

- Change the legal fishing hours to begin at 8:00 AM instead of one-half hour before sunrise.

Option 2:

- Reduce the annual limit from 24 abalone per year to no less than 12 abalone per year.

Option 3:

- Reduce the season at Fort Ross area by closing the months of April and May.

Option 4:

- Require every person who uses a container to store abalone, prior to tagging, to possess his own container and to retain abalone only in his own container.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, 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.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Beach Resort Monterey, 2600 Sand Dunes Drive, Monterey, California, on Thursday, October 20, 2011 at 8:30 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before October 14, 2011 at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on October 17, 2011. All comments must be received no later than October 20, 2011 at the hearing in Monterey, 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 environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, 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 Sonke Mastrup or Sherrie Fonbuena at the preceding address or phone number. **Marija Vojkovich, Regional Manager, Marine Region, Department of Fish and Game, phone (805) 568-1246, 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. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. 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 is difficult to assess because available socio-economic and fishing effort data were not designed to address this question, and therefore assumptions must be made in the analyses that are not amenable to quantitative estimation of statistical uncertainty. In particular, changes in expenditures and fishing effort by abalone fishermen in response to new regulations could be expected to differ depending upon several factors such as distance traveled to fishing grounds and the avidity of the individual fishermen, but these kinds of variables can not be stratified from the available data sets. Consequently, estimates of economic impacts are unavoidably imprecise and possibly biased, and alternative conclusions could be reached under a different set of underlying assumptions. Notwithstanding these limitations, the potential for significant statewide adverse economic impacts that might result from the proposed regulatory actions

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 Business, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action(s) 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, since these activities focus on resources and features unique to the North Coast.

Option 1: Early morning closure

Economic impact: The estimated economic impact for the early morning closure is predicted to fall below the Option 2 economic impact estimate because the economic analysis was based on a predicted reduction in the number of abalone trips. The early morning closure is not expected to reduce the number of trips to the same extent that an annual limit reduction would, because a significant number of shorepickers will be able to adapt to the closure by concentrating effort in the open low tide periods or behaving more like divers, who are not as dependent on early morning low tides to take their abalone.

Option 2: Reduce the annual limit.

Economic impacts: If the Commission elects to reduce the annual limit of abalone from 24 to 12 per year, annual trips and trip expenditures by abalone sport fishermen could decrease, perhaps by as much as 37 percent. This scenario assumes a shortened season for the individual abalone fishermen since their reduced annual limits would be filled sooner. This assumption is based on historic monthly harvest rates and trip activities, which under a reduced annual limit could cause the seven months abalone season to effectively shrink to two-and-a-half months for many fishermen. A 37 percent reduction in activities and trip expenditures could translate into \$4.8 million (2009\$) in potential direct revenue losses to businesses. In the area affected by these potential direct revenue losses, the economic impact could be about \$8.5 million (2009\$) in total economic output losses (due to the ripple effect). Since expenditures per trip tend to be higher for people making fewer trips and those people are less affected by a reduced annual limit, these impacts should be considered worst case scenarios.

Option 3: Fort Ross Early Season Closure

Economic impacts: A minor adverse economic impact far below the range of the overall economic impact analysis is anticipated for the regulation change altering the season opening at Fort Ross to June 1. Most abalone fishermen may shift to other areas to the north in response to this option.

Option 4: Individual Container Possession Requirement

Economic impacts: No adverse economic impact is anticipated based on this proposed option.

- (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:

If the Commission elects to enact an early morning closure, job loss projections are likely to be minimal. Alternatively, if the Commission elects to reduce the annual limit from 24 to 12 abalone, the equivalent of up to 82 jobs may be lost. These job loss projections are all relative to employment levels associated with recreational abalone harvest and business activities calculated from annual averages using data from 2005 through 2009. Trips to Fort Ross are largely day trips and a reduction in such trips is not likely to generate significant economic losses under the Fort Ross early season closure.

(c) Cost Impacts on a Representative Private Person or Business:

The Commission is not aware of any cost impacts that a representative private person or business would necessarily incur in reasonable compliance with the proposed action.

There are no increased costs or new fees, nor new reporting requirements for private persons or businesses in the proposed regulations.

(d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:

Unknown, though some potential loss in recreational abalone report card sales revenue could likely occur.

(e) 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, Government Code: 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

Sonke Mastrup
Executive Director

Dated: August 23, 2011

The County of Yuba

AUDITOR - CONTROLLER

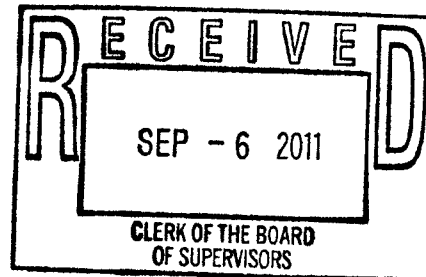


DEAN E. SELLERS

915 8TH Street, Suite 105
Marysville, CA 95901-5273
(530) 749-7810

COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD

September 6, 2011



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

Honorable Members:

An Independent Audit of the financial records for the following agency has been completed for the year(s) specified:

WHEATLAND CEMETERY DISTRICT

JUNE 30, 2010

Yours truly,

Dean E. Sellers,
Auditor-Controller

DES/mrj
Enclosure (1)

BOS CORRESPONDENCE F