

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.

OCTOBER 11, 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 Griego
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker
- III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

A. Agricultural Commissioner

1. Authorize expenditure not to exceed \$1,300 from Fish and Game Advisory Commission Account No. 104-9000-427-2300 for the purchase of 100 pheasants to be used for the 2011 California Deer Association Special Needs Pheasant Hunt. (Protective Inspection Committee recommends approval) (433-11)
2. Adopt resolution ratifying and approving the submittal of an application for a National Rifle Association Grant submittal of a National Rifle Association Grant on behalf of the Fish and Game Advisory Commission to purchase pheasants for 2012 Juniors, Women, and Mobility Impaired Pheasant Hunt and authorizing the Agricultural Commissioner to execute any documents required and/or related to the application and administration of the grant. (Protective Inspection Committee recommends approval) (434-11)

B. Board of Supervisors

1. Appoint Al Lassage, Paul Baggett, and Earl Parker for four-year terms and Guiseppe Rioni for a two-year term to the Brophy Water District pursuant to Election Code §10515. (435-11)

C. Clerk of the Board of Supervisors

1. Approve minutes of the workshop of September 19, regular and final budget hearings of September 20, 2011. (436-11)

D. Community Development and Services

1. Adopt resolution to approve application for grant funds for the California River Parkways Grant for the Sycamore Ranch River Parkway. (437-11)

E. County Administrator

1. Authorize Budget Transfer in the amount of \$5,548.84 from various Development Impact Fees to Account No. 101-1700-411-2300 (Professional Services) for Five-Year Development Impact Fee Report preparation. (438-11)

F. Health and Human Services

1. Adopt resolution amending Standards of Aid for General Assistance Program which serves eligible indigent and poor residents. (439-11)
2. Adopt resolution approving agreement with State Department of Public Health for STD Prevention and Control Program grant funds. (440-11)

IV. **SPECIAL PRESENTATION**

- A. Present proclamation to Casa de Esperanza, Inc. declaring October Domestic Violence Awareness Month. (441-11)
- B. Receive presentation on Annual Report from Law Library Board of Trustees. (Ten minute estimate) (442-11)

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

VI. **COUNTY DEPARTMENTS**

- A. Administrative Services
 1. Approve Timber Harvest Plan and authorize Budget Transfer in the amount of \$2,405.94 from 4H Camp Trust Fund for cost of development of plan. (Five minute estimate) (443-11)
- B. Board of Supervisors
 1. Consider eight claims for refund of property taxes from Fellowship of Friends and take action as appropriate. (Continued from September 14, 2010 and September 27, 2011) (Fifteen minute estimate) (425-11)
- C. Community Development and Services
 1. Authorize Budget Transfer in the amount of \$45,000 from the Fifth Street Bridge Contingency Fund to Account No. 101-0101-411-23-07 for county share to install median safety barrier. (Five minute estimate) (444-11)
 2. Adopt resolution approving acquisition of real property at 4667 Skyway Drive, APN 013-560-050, and designate for use as the primary corporation yard, along with adjacent County owned parcel APN 013-560-051. (Ten minute estimate) (445-11)

VII. **CORRESPONDENCE** - (446-11)

- A. Letter from Yuba Sutter United Way regarding 2011-2012 Campaign.
- B. Three notices from California Fish and Game Commission regarding proposed regulatory action regarding the taking of abalone, Oroville-Thermalito Complex Regulations for take of Non-Indigenous Coho Salmon and south coast marine protected areas. (Copy provided to Fish and Game Advisory Commission)

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. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - MSA/County of Yuba
- B. Personnel pursuant to Government Code §54957 - Department Head Evaluation/County Counsel

X. **ADJOURN**

COMMITTEE MEETINGS

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

- A. Consider resolution authorizing extension of abandoned vehicle abatement program until April 2022 - Community Development and Services (Five minute estimate) (447-11)

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

- A. Consider agreement with The Salvation Army for Residential Substance Abuse Treatment under the California Work Opportunity and Responsibility to Kids Program (CalWORKs) - Health and Human Services (Fifteen minute estimate) (448-11)

10/11/2011 - 5:00 P.M. Wheatland City/County Liaison Committee - CANCELLED
Wheatland City Hall
111 C Street
Wheatland, California

10/12/2011 - 5:00 P.M. Linda Liaison Committee - CANCELLED
Linda Fire Protection District
1286 Scales Avenue
Marysville, California

10/14/2011 - 11:00 A.M. Olivehurst Public Utility District/County Liaison Committee - CANCELLED
OPUD Board Room
1970 9th Avenue
Olivehurst, California 95961

In compliance with the Americans 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

Fish and Game Commission

Date: October 11, 2011

To: Honorable Board of Supervisors

From: Yuba County Fish and Game Advisory Commission
Todd Quist, Commission Secretary

Subject: California Deer Association Special Needs Pheasant Hunt – Authorization of Funding from the Fish and Game Trust Fund

RECOMMENDATION: Authorize expenditure of \$1,300 from the Fish and Game Commission Account # 104-9000-427-2300 for the purchase of 100 pheasants to be used for the 2011 California Deer Association Special Needs Pheasant Hunt.

BACKGROUND: For the past two years, the Yuba County Fish and Game Advisory Commission has donated to the California Deer Association Special Needs Pheasant Hunt. This hunt provides a safe, no-cost hunting experience for area youth. This year the hunt will be held on November 19th and 20th, 2011.

DISCUSSION: The Fish and Game Commission has chosen to provide funds to purchase pheasants to be donated for the 2011 California Deer Association Special Needs Pheasant Hunt. The funds for this activity were included in the NRA Grant that the Commission received in November, 2010 in the amount of \$3,750.

FISCAL IMPACT: None - This expenditure has been included in the Fish and Game Commission budget for the 2011/12 fiscal year.

COMMITTEE IMPACT: The Protective Inspection Committee approved this request on September 27, 2011 and recommends consent approval by the Board of Supervisors.

*Yuba County Fish and Game Commission
Deborah Byrne, Chair
Agriculture Commissioners Office
915 8th Street, Ste. 127
Marysville, CA 95901*

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The County of Yuba



Fish and Game Commission

TO: Yuba County Board of Supervisors

FROM: Deborah Byrne, Chair
Louie B. Mendoza, Jr., Agricultural Commissioner

SUBJECT: AUTHORIZE AND ADOPT RESOLUTION APPROVING THE GRANT APPLICATION WITH NATIONAL RIFLE ASSOCIATION (NRA) FOUNDATION STATE FUND COMMITTEE GENERAL GRANT TO ALLOW PHEASANT PURCHASE FOR THE 2012 PHEASANT HUNT FOR JUNIORS, WOMEN AND MOBILITY IMPAIRED AND AUTHORIZE THE AGRICULTURAL COMMISSIONER TO EXECUTE GRANT DOCUMENTATION

DATE: October 11, 2011

Recommendation: That the Board of Supervisors adopts the attached resolution approving the application for Grant funds made available by the NRA for the purchase of pheasants and authorizing the Agricultural Commissioner to execute grant documentation.

Background: With the Board's approval to execute the grant documentation, the Application for Grant will be completed by the Yuba County Agricultural Commissioner on behalf of the Yuba County Fish and Game Advisory Commission. The Grant, in the amount of \$7,500, will be used to purchase pheasants for the 2012 Juniors, Women and Mobility Impaired Pheasant Hunt.

Discussion: The application for the Grant will be completed by the Yuba County Agricultural Commissioner on behalf of the Yuba County Fish and Game Advisory Commission. Debbie Byrne (chair of committee) will be handling the grant process with the Agricultural Commissioner executing the appropriate and needed documentation.

Fiscal Impact: None - This expenditure has been included in the Fish and Game Commission budget for the 2011/12 fiscal year.

Committee Impact: The Protective Inspection Committee approved this request on September 27, 2011 and recommends consent approval by the Board of Supervisors.

*Yuba County Fish and Game Commission
Deborah Byrne, Chair
Yuba County Agriculture Department
915 8th Street, Suite 127
Marysville, CA 95901*

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

**A RESOLUTION AUTHORIZING THE)
SUBMITTAL OF AN APPLICATION FOR A)
NATIONAL RIFLE ASSOCIATION GRANT)
BY THE YUBA COUNTY AGRICULTURAL)
COMMISSIONER ON BEHALF OF THE FISH)
AND GAME COMMISSION TO EDUCATE)
INDIVIDUALS ABOUT HUNTING SAFETY)
AND MARKSMANSHIP AND AUTHORIZING)
THE AGRICULTURAL COMMISSIONER TO)
EXECUTE ANY DOCUMENTS REQUIRED)
AND/OR RELATED TO THE APPLICATION)
AND ADMINISTRATION OF THE GRANT.)**

RESOLUTION NO. _____

WHEREAS, the National Rifle Association (NRA) has made grant funds available through the NRA Foundation State Fund Committee General Grant; and

WHEREAS, the NRA Grant is to educate individuals, including youth, with respect to hunting safety and marksmanship; and

WHEREAS, for the last 20 years the Yuba County Fish and Game Advisory Commission and the Yuba County Agricultural Commissioner have been co-sponsoring the local Pheasant Hunt(s) for Juniors, Women and Mobility Impaired; and

WHEREAS, the NRA FOUNDATION State Fund Committee General Grant will provide the necessary funds to purchase pheasants for the 2012 Pheasant Hunt(s) for Juniors, Women and Mobility Impaired; and

WHEREAS, the Yuba County Agricultural Commissioner is requesting the Board of Supervisors of Yuba County ratify and approve the submittal of the grant application; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes and approves the submittal of an application for a NRA Grant by the Yuba County Agricultural Commissioner on behalf of the Fish and Game Commission.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes the Agricultural Commissioner to execute all documents as required and/or related by the application and administration of the grant.

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

AYES:

NOES:

ABSENT:

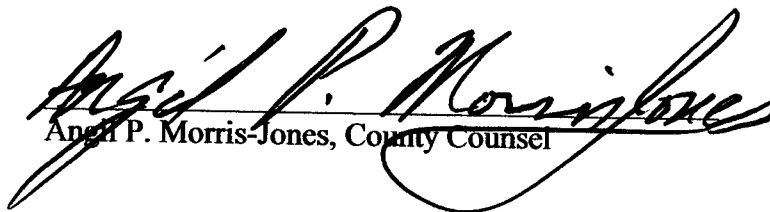
ABSTAIN:

Roger Abe, Chair
Yuba County Board of Supervisors

ATTEST:

Donna Stottlemeyer
Clerk of the Board

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


Angil P. Morris-Jones, County Counsel

DANIEL F. GALLERY
JESSE W. BARTON

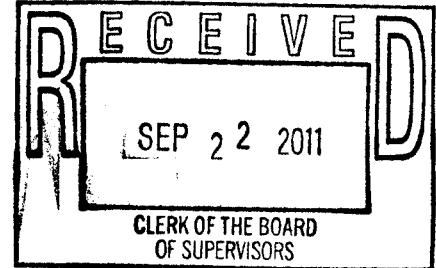
GALLERY & BARTON
A PROFESSIONAL LAW CORPORATION
1112 I STREET, SUITE 240
SACRAMENTO, CA 95814-2865

P: (916) 444-2880
F: (916) 444-6915
WWW.GALLERYBARTONLAW.COM

WRITER'S E-MAIL: jbarton@gallerybartonlaw.com

September 21, 2011

Donna Stottlemeyer
Clerk, Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, CA 95901



Dear Ms. Stottlemeyer:

The terms of four directors of Brophy Water District expire this year. In accordance with applicable law, notice of the vacancies was given and the time for nomination closed on August 12, 2011. As of the closing date for nomination, only the four incumbents filed declarations of candidacy.

Since the number of candidates does not exceed the number of offices of director to be filled, no election is necessary and the Secretary of the District is required to submit a certificate to the Yuba County Board of Supervisors requesting that the Board appoint the candidates who filed a declaration of candidacy by the closing date for nomination.

On behalf of the Brophy Board of Directors, we request that the Board of Supervisors appoint the candidates listed on the enclosed Certificate as follows:

Al Lassaga: 4-year term

Paul Baggett: 4-year term

Earl Parker: 4-year term

Giuseppe Rioni: 2-year term (unexpired balance of Brian Bertolini's term)

Please forward to me a copy of the resolution appointing the candidates once the Board of Supervisors has acted on this matter.

Very truly yours,


Jesse W. Barton

Enc. (1)

cc. Board
Joe Lopez

CERTIFICATE
(Elections Code Section 10515(a)(3))
REQUEST FOR APPOINTMENT OF FOUR DIRECTORS OF THE BROPHY
WATER DISTRICT UNDER ELECTIONS CODE SECTION 10515.

The undersigned as Acting Secretary of BROPHY WATER DISTRICT does hereby certify that the number of persons who have filed a Declaration of Candidacy with the undersigned, for the position of Director, prior to the August 12, 2011 closing date, does not exceed the number of offices of Director to be filled at that election and that no Petition signed by ten percent (10%) of the voters or fifty (50) voters, whichever is the smaller number, in the district, requesting a General District Election, has been presented to this Officer.

The undersigned does, therefore, request that the Board of Supervisors at a regular or special meeting held prior to the Monday before the first Friday in December appoint to the office of Director of the BROPHY WATER DISTRICT for the terms indicated, the following persons, each of whom have timely filed declarations of candidacy:

Al Lassaga: 4-year term

Paul Baggett: 4-year term

Earl Parker: 4-year term

Giuseppe Rioni: 2-year term (unexpired balance of Brian Bertolini's term)

BROPHY WATER DISTRICT

By: 

Jesse W. Barton, Attorney and Acting Secretary

Dated: September 21, 2011

The County of Yuba

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

SEPTEMBER 19, 2011 – MINUTES



The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 4:03 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Abe presided.

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Abe

II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – All present

TRLIA - Directors Rick Brown, Jerry Crippen, Don Graham, Mary Jane Griego, John Nicoletti - All present.

RD 784 - Trustees Rick Brown, Don Graham, Robert Shinn, Dave Gothrow, Sarbdeep Atwal - Trustees Shinn and Atwal absent.

III. ITEM OF PUBLIC INTEREST

A. Receive presentation on interim findings of flood risk analysis of the Yuba Goldfields. (60 minute estimate) (413-11) TRLIA Executive Director Paul Brunner and Project Engineer Ric Reinhardt provided a Power Point presentation recapping the Interim Findings of Flood Risk Analysis of the Yuba Goldfields including the following:

- Stakeholders
- Goldfields Background
- Relationship of Levee Improvement Project to Goldfields
- Yuba Basin Project General Reevaluation Report Reach 7 Proposed Levee Alignment, Benefit, and Cost
- Goldfields Flood Management Context
- South Training Wall Evaluation Results -
 - Potential to breach during large flood event
 - Sensitivity to landform changes
 - Historic rate of erosion
 - Priority Site B, Site F, and Site D
 - Four Phase Program to address concerns
- Phase One - Design and Improvement for Highest Risk with estimated costs of \$200,000
- Phase Two - Analysis and Construction for FEMA criteria for 100-year flood event
- Phase Three - Development of Sustainable 200-year Plan with stakeholders
- Phase Four - Implementation of 200-year Plan

Mr. Brunner and Mr. Reinhardt responded to specific Board inquiries regarding public relations, relationship with Corps of Engineers and role in resolution; State Mining and Geology Board relationship with flood control and reclamation; and certification for 100 year and 200 year.

Supervisor Stocker left the meeting 5:09 p.m. and did not return.

Chairman Abe opened the floor for public comment.

The following individuals spoke:

- Mr. Leon Ford, Hammonton Road
- Ms. Nancy Moricz, Central Valley Flood Control Board
- Ms. Freda Calvert, Hammonton Road
- Mr. Alberto Rameriz, Marysville

Supervisor Nicoletti left the meeting at 5:53 p.m. and did not return.

IV. ADJOURN: 6:01 p.m. by Chairman Abe.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

BOARD OF SUPERVISORS

SEPTEMBER 20, 2011 - MINUTES



The Honorable Board of Supervisors of the County of Yuba met in special session on the above date, commencing at 9:30 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Roger Abe, and Hal Stocker. Mary Jane Griego was absent. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Abe presided.

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

Chairman Abe advised the Board the following regarding the Chairman's role:

- No more authority than other board members, the chair ones the meeting
- No authority to stop a board member from stating an opinion
- No authority to have security remove a board member from meeting
- 4/5 vote required to end debate on items under discussion

Chairman Abe requested Counsel provide the legal basis for these four points.

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

A. Clerk of the Board of Supervisors

1. Reappoint Roberta D'Arcy and Kevin Hinckley to the Substance Abuse Advisory Board for terms to end September 20, 2015. (404-11) Approved.
2. Reappoint Lucille D. Bryant to the In Home Supportive Services Advisory Committee for a term to end September 13, 2013. (Continued from September 20, 2011) (391-11) Approved.

IV. PUBLIC COMMUNICATIONS:

Ms. Mary Battista commented on actions heard at the previous meeting.

Mr. Zachary Cross urged reconsideration of a cut in Board salary.

Ms. Alain Arslan urged consideration of an ordinance regarding permit requirement to grow marijuana.

V. COUNTY DEPARTMENTS

A. Community Development and Services

1. Approve agreement with AECOM Technical Services, Inc., for preparation of a Climate Action Plan and authorize the Chair to execute same. (Five minute estimate) (405-11) Director Kevin Mallen recapped grant funds received for preparation of plan and responded to Board inquiries.

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

2. Approve agreement with Dyett and Bhatia for preparation of Yuba County Zoning Ordinance and Development Code update and authorize the Chair to execute same. (Five minute estimate) (406-11) Director Kevin Mallen recapped the process for preparing the ordinance update and responded to Board inquiries.

County Administrator Robert Bendorf advised of inclusion of the Economic Development Advisory Committee in the process.

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

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

- A. Ordinance - Hold public hearing, waive reading, and adopt 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. (Second reading) (Continued from September 13, 2011) (Ten minute estimate) (401-11) Chairman Abe opened the public hearing. No one came forward.

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

VII. CORRESPONDENCE - (407-11)

- A. Two letters from Federal Emergency Management Agency enclosing revised Letter of Map Revision for County of Yuba and City of Wheatland. Accepted.

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

Supervisor Stocker:

- Memorial Adjournment - Mr. Harvey Leech
- Floated down the Yuba River from Parks Bar to Sycamore Ranch with a prospective rafting business

Supervisor Griego:

- Federal clearance received for Enterprise Rancheria
- Yuba Sutter Transit Authority Board meeting held September 15, 2011
- Sacramento Area Council of Governments Board meeting held September 15, 2011

Supervisor Nicoletti:

- Memorial Adjournment - Mrs. Kris Kenny and Mr. Ted Dress
- Interview process to replace Executive Director of Peach Tree HealthCare
- Floodplain Management Association conference held September 7 - 9, 2011 in San Diego
- County Medical Services Program Board meeting September 22, 2011
- Educational program at Parks Bar
- Assistance from Regional Council of Rural Counties (RCRC) on flood issues and plan for replacement of Auditor-Controller

Supervisor Abe:

- Meeting regarding detours during reconstruction project on Highways 70 and 20
- California State Association of Counties Institute Course - Water in Politics
- Economic Development Advisory Committee meeting held September 16, 2011
- RCRC Annual Conference September 21 - 23, 2011

County Administrator Robert Bendorf:

- Solar energy project began construction at Government Center
- Video monitor in lobby for media display of historic videos, calendars and other items of interest

At the request of Mr. Bendorf, Chairman Abe formed an Ad Hoc Committee appointing himself and Supervisor Vasquez to explore implementation of a group housing program for individuals with mental health disabilities through Sutter Yuba Mental Health with use of mental health grant funding

IX. CLOSED SESSION: The Board retired into closed session 10:24 a.m. to discuss the following:

A. Personnel pursuant to Government Code §54957(a) - Labor Negotiations - MSA/County of Yuba

MOTION: Move to add to agenda a closed session matter regarding pending litigation as the need to take action arose subsequent to the agenda being posted. MOVED: Hal Stocker SECOND: John Nicoletti

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

NOES: None ABSENT: None ABSTAIN: None

B. Pending litigation pursuant to Government Code §54956.9(a) - Patrick L. Perry vs. County of Yuba et al

The Board returned from closed session at 10:59 a.m. with all present as listed above.

Counsel advised by unanimous vote the Board gave authorization on how to move forward on the personnel matter and to defend the litigation of Patrick Perry which was referred to Porter Scott.

Chairman Abe recessed the meeting at 11:01 a.m.

X. 3:00 P.M. BOARD OF SUPERVISORS WORKSHOP: The Board reconvened 3:00 p.m. with all present as indicated above except Supervisor Griego.

A. Receive presentation on AB109 Criminal Justice Realignment and implementation. (No background material provided) (60 minute estimate) (408-11) Chief Probation Officer Jim Arnold provided introductions. District Attorney Pat McGrath provided a Power Point presentation recapping the following regarding Criminal Justice Realignment which becomes effective October 1, 2011:

- Intent to reduce the California prison population, state spending, and recidivism
- Realign low level felony offenders to locally run corrections program
- Use of Evidence Based Practices
- Affects four incarcerated groups permanently – Pre-release; Probation; Felonies for non-violent, non-serious, non-sex offender registerable; and Parolees
- Electronic surveillance in lieu of bail
- Felony Definition and Sentencing
- 500 felonies described as non-violent, non-serious, and non-sex offender registerable
- Sentencing Possibilities for 500 felonies - Maximum Confinement or Split Sentence
- Exceptions to 500 felonies sentencing: Local Prison Disqualifiers
- Post Community Release Supervision (PCS) through Probation Department
- Formal Revocations by the Superior Court
- Length of Post Community Release Supervision
- Future of Parole beginning July 1, 2013
- Realignment is biggest public policy change to Public Safety
- Challenges and community expectations
- Average state prison commitments per year for Yuba County - 222
- First year estimates for commitments, parole and post release supervision
- Analyze Alternatives to Incarceration
- Realignment Implementation Plan presented to Board on September 27, 2011
- Implementation Goals
- Unanticipated consequences

Mr. McGrath responded to Board inquiries.

Mr. Arnold recapped the working relationship with the Sheriff and DA and impacts to the Probation Department which includes 106 new offenders on probation and up to 215 by 2012; and responded to Board inquiries.

Sheriff Steve Durfor felt the County would do a better job than the state due to the invested interest of the community's safety and commented on the following and responded to Board inquiries:

- Impact to jail and management of inmate population
- Work Release Program, Electronic Monitoring and Day-Release Program
- Day Reporting Center
- Uncertainty of future funding and use of funds conservatively

XI. ADJOURN: 4:25 p.m. in memory of Mrs. Kris Kenny, Mr. Ted Dress, and Mr. Harvey Leech by Chairman Abe.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

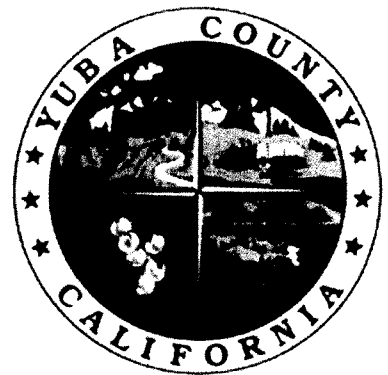
Approved: _____

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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

SEPTEMBER 20, 2011 – FINAL BUDGET HEARINGS



The Honorable Board of Supervisors of the County of Yuba met in special session on the above date, commencing at 1:30 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Abe presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Vasquez
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker - All present
- III. PUBLIC HEARINGS - SPECIAL DISTRICTS

A. County Service Areas

1. Approve Fiscal Year 2011-2012 Budget for County Service Areas No. 2 through 70A. (409-11)
Public Works Director Mike Lee advised there was no change in assessment from last year.
There was no public comment.

MOTION: Move to approve as identified in Exhibit A attached to a made a part of the minutes
MOVED: Hal Stocker SECOND: Mary Jane Griego
AYES: Hal Stocker, Mary Jane Griego, Andy Vasquez, John Nicoletti, Roger Abe
NOES: None ABSENT: None ABSTAIN: None

B. Gledhill Landscaping and Lighting Maintenance District

1. Adopt resolution approving Fiscal Year 2011-12 Budget in the amount of \$186,000. (410-11) Public Works Director Mike Lee advised there was no change in assessment from last year.

There was no public comment.

MOTION: Move to adopt resolution 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. 2011-80, which is on file in Yuba County Resolution Book No. 42 entitled:
"RESOLUTION ADOPTING BUDGET FOR GLEDHILL LANDSCAPING AND LIGHTING
MAINTENANCE DISTRICT."

C. Linda Street Lighting Maintenance District

1. Adopt resolution approving Fiscal Year 2011-2012 Budget in the amount of \$136,000. (411-11)
Public Works Director Mike Lee advised there was no change in assessment from last year and responded to Board inquiries.

There was no public comment.

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

Adopted Resolution No. 2011-81, which is on file in Yuba County Resolution Book No. 42 entitled:
"RESOLUTION ADOPTING BUDGET FOR LINDA STREET LIGHTING MAINTENANCE DISTRICT."

IV. PUBLIC HEARING - FINAL COUNTY BUDGET FISCAL YEAR 2011-2012

A. County Administrator

1. Present overview and recommended changes for Fiscal Year 2011-2012 Final Budget. (412-11) County Administrator Robert Bendorf recapped the following:
 - Budget and service impacts
 - Projected structural deficit was slightly less than \$500,000 for Fiscal Year 2011-2012
 - Projected revenue reductions annually since 2007
 - Health insurance rates
 - Contingencies and reserves are budgeted at policy level

Management Analyst Grace Mull recapped the following recommended changes as follows to the final budget as identified in Exhibit B and attached to and made a part of the minutes:

- Fund Balance increase from \$0 to \$80,602
- Health Insurance overall savings of \$171,096
- Increase in Revenue Estimates of \$489,056
- General Fund Reserves reduced to \$1,350,631 from \$1,400,000
- General Fund Contingencies increased from \$0 to \$583,975
- Capital Outlay reduced usage to \$490,309
- Adjustments to Sheriff-Court Bailiffs, Information Technology, Building and Grounds, and Sheriff
- Final total Budget of \$141,928,040

Mr. Bendorf responded to Board inquiries regarding the fund balance, restoring position in Assessor's office, and change in property tax revenues.

In response to inquiry from Supervisor Vasquez, Assessor Bruce Stottlemeyer advised having a full staff would benefit property tax revenues.

Supervisor Griego cautioned the Board regarding restoring positions without review of other deficits, upcoming contract obligations, and state budget impacts at the present time.

B. County/Bi-County Departments

1. Receive comments from County/Bi-County Department Heads. No one came forward.

C. Public Communications

1. Receive public comments. Comments will be limited to five minutes per individual or group and may address only those items so identified with Final Budget Hearings. Supervisor Griego advised of written comments received from Yuba County Employees' Association Executive Director Gary Stucky.

D. Board of Supervisors

1. Consider Fiscal Year 2011-2012 Final Budget, provide direction to staff, and take action as appropriate for Fiscal Year 2011-2012. Following Board discussion, the following actions were taken approving the Final Fiscal Year 2011-2012 budget:

MOTION: Move to approve Section 1 Operating Funds as identified in Exhibit C and attached to and made a part of the minutes

MOVED: Mary Jane Griego SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Airport Fund in the amount of \$372,138

MOVED: John Nicoletti SECOND: Mary Jane Griego

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Automotive Service Fund in the amount of \$0

MOVED: John Nicoletti SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Sheriff Automotive Service Fund in the amount of \$0

MOVED: John Nicoletti SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Works Comp Fund in the amount of \$0

MOVED: John Nicoletti SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Liability Insurance Fund in the amount of \$0

MOVED: John Nicoletti SECOND: Hal Stocker

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Health Insurance Fund in the amount of \$0
MOVED: John Nicoletti SECOND: Hal Stocker
AYES: Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve General Insurance Fund in the amount of \$0
MOVED: John Nicoletti SECOND: Hal Stocker
AYES: Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Unemployment Insurance Fund in the amount of \$0
MOVED: John Nicoletti SECOND: Hal Stocker
AYES: Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Short Term Disability Fund in the amount of \$0
MOVED: John Nicoletti SECOND: Hal Stocker
AYES: Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Contingencies – Fifth Street Bridge Fund in the amount of \$140,000
MOVED: John Nicoletti SECOND: Hal Stocker
AYES: Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Contingencies - General Fund in the amount of \$538,975
MOVED: John Nicoletti SECOND: Hal Stocker
AYES: Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve General Reserves Fund in the amount of \$0
MOVED: John Nicoletti SECOND: Hal Stocker
AYES: Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to approve Capital Reserves Fund in the amount of \$0
MOVED: John Nicoletti SECOND: Hal Stocker
AYES: Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

V. ADJOURN: 2:23 p.m. by Chairman Abe.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

Yuba County Department of Public Works
County Service Area Assessments
2011-2012

CSA NO.	ASSESSMENT PER LOT - VACANT	ASSESSMENT PER LOT - IMPROVED	ASSESSMENT PER LOT FOR STREETLIGHT	ANNUAL REVENUE \$
2	100.00	200.00	0	21,900.00
4	24.00	96.00	0	1,872.00
5	100.00	400.00	0	4,300.00
8	44.00	176.00	0	4,400.00
9	21.00	84.00	0	2,100.00
10	163.00	163.00	0	1,630.00
11	22.00	88.00	0	2,882.00
12	20.00	80.00	0	980.00
13	25.00	100.00	0	1,825.00
14	100.00	200.00	0	29,900.00
15	75.00	150.00	0	13,200.00
16	28.00	112.00	0	1,120.00
17	182.00	250.00	0	1,046.00
18	33.00	132.00	0	3,927.00
19	N/A	300.00	0	15,900.00
20	31.00	124.00	0	1,271.00
21	34.00	136.00	0	9,350.00
22	N/A	N/A	220	1,760.00
24	48.00	192.00	0	1,248.00
25	38.00	152.00	0	1,634.00
25A	N/A	75.00	0	2,325.00
26	18.00	72.00	0	864.00
28	20.00	80.00	0	600.00
29	21.00	84.00	0	861.00
30	60.00	240.00	0	840.00
31	10.00	10.00	0	70.00
32	15.00	60.00	0	360.00
33	43.00	172.00	0	1,935.00
34	20.00	80.00	0	1,020.00
36	48.00	192.00	0	864.00
37	38.00	152.00	0	2,888.00
38	90.00	360.00	0	13,410.00
39	25.00	100.00	0	2,675.00
40	84.00	336.00	0	3,948.00
42	27.00	108.00	0	1,539.00
43	15.00	60.00	0	405.00
44	110.00	440.00	0	2,640.00
45	60.00	240.00	0	1,920.00
46	45.00	180.00	0	1,575.00
48	60.00	60.00	0	12,720.00
52	23.00	148.00	20	96,699.00
52B	N/A	249.20	20	335,921.60
52C	N/A	393.40	20	18,883.20
53	100.00	200.00	0	900.00
54	100.00	200.00	0	1,300.00
55	18.00	72.00	0	234.00

Yuba County Department of Public Works
County Service Area Assessments
2011-2012

CSA NO.	ASSESSMENT PER LOT - VACANT	ASSESSMENT PER LOT - IMPROVED	ASSESSMENT PER LOT FOR STREETLIGHT	ANNUAL REVENUE \$
59	100.00	200.00	0	2,100.00
60	50.00	200.00	0	450.00
61	N/A	284.08	0	5,113.44
63	N/A	244.98	0	16,903.62
66A	N/A	415.38	20	1,246,615.40
66B	N/A	313.74	20	74,042.64
66C	N/A	513.66	20	228,065.04
66D	N/A	327.94	20	60,013.02
66E	N/A	548.74	20	54,325.26
69	N/A	249.84	20	20,486.88
70	N/A	151.08	0	83,547.24
70A	N/A	87.88	0	81,113.24
TOTAL =				2,502,417.58

Recommended Adjustments To The Proposed Budget FY 2011/2012

Adjustments 9/20/11 Budget Hearing

Department/Unit Account	Recommended Adjustments		Description	Adjusted Account Total	Proposed Budget
	Appropriation Adjustment Increase / (Decrease)	Estimated Revenue Increase / (Decrease)			
Health Insurance Savings					
100-5200-451-02-04	\$ (97,562)		Health Insurance	\$ 2,429,168	\$2,526,730
100-5200-451-01-01	\$ 97,562		Salaries	\$ 12,349,302	\$12,251,740
101-0100-411-02-04	\$ (1,588)		Health Insurance	\$ 47,346	\$48,934
101-0200-411-02-04	\$ (2,935)		Health Insurance	\$ 68,289	\$71,224
101-0300-414-02-04	\$ (4,505)		Health Insurance	\$ 64,276	\$68,781
101-0400-412-02-04	\$ (4,555)		Health Insurance	\$ 73,261	\$77,816
101-0500-412-02-04	\$ (6,011)		Health Insurance	\$ 55,543	\$61,554
101-0600-412-02-04	\$ (5,669)		Health Insurance	\$ 132,208	\$137,877
101-0700-413-02-04	\$ (4,927)		Health Insurance	\$ 41,795	\$46,722
101-0800-415-02-04	\$ (774)		Health Insurance	\$ 10,470	\$11,244
101-0900-417-02-04	\$ (3,663)		Health Insurance	\$ 63,528	\$67,191
101-0950-417-02-04	\$ (4,858)		Health Insurance	\$ 101,107	\$105,965
101-1500-410-02-04	\$ (909)		Health Insurance	\$ 25,189	\$26,098
101-1600-410-02-04	\$ (8,403)		Health Insurance	\$ 134,084	\$142,487
101-1700-411-02-04	\$ (6,230)		Health Insurance	\$ 42,707	\$48,936
101-1701-411-02-04	\$ (1,216)		Health Insurance	\$ 14,072	\$15,288
101-1702-411-02-04	\$ (2,348)		Health Insurance	\$ 14,112	\$16,460
101-1800-410-02-04	\$ (6,111)		Health Insurance	\$ 52,713	\$58,824
101-1900-410-02-04	\$ (9,807)		Health Insurance	\$ 203,335	\$213,142
101-2701-422-02-04	\$ (572)		Health Insurance	\$ 18,879	\$19,451
101-3100-423-02-04	\$ (18,259)		Health Insurance	\$ 399,803	\$418,062
101-3102-423-02-04	\$ (455)		Health Insurance	\$ 12,481	\$12,936
101-3102-423-01-01	\$ 204		Salaries	\$ 128,690	\$128,486
101-3102-423-23-00	\$ 251		Professional Services	\$ 1,501	\$1,250
101-3105-423-02-04	\$ (727)		Health Insurance	\$ 20,085	\$20,812
101-3105-423-01-01	\$ 727		Salaries	\$ 94,314	\$93,587
101-3106-423-02-04	\$ (1,064)		Health Insurance	\$ 22,428	\$23,492
101-3106-423-01-01	\$ 1,064		Salaries	\$ 83,811	\$82,747
101-3117-423-02-04	\$ (734)		Health Insurance	\$ 20,556	\$21,290
101-3117-423-29-00	\$ 734		Travel	\$ 8,534	\$7,800
101-3150-423-02-04	\$ (662)		Health Insurance	\$ 3,675	\$4,337
101-3150-423-29-00	\$ 662		Travel	\$ 14,582	\$13,920
101-3400-426-02-04	\$ (6,894)		Health Insurance	\$ 101,859	\$108,753
101-3500-426-02-04	\$ (3,204)		Health Insurance	\$ 77,500	\$80,704
101-0000-331-12-00	\$ -	\$ (3,204)	Building Fees	\$ 1,446,892	\$1,450,096
101-3600-426-02-04	\$ (807)		Health Insurance	\$ 22,762	\$23,569
101-4100-427-02-04	\$ (573)		Health Insurance	\$ 17,687	\$18,260
101-4200-427-02-04	\$ (2,348)		Health Insurance	\$ 14,112	\$16,460
101-4300-427-02-04	\$ (3,457)		Health Insurance	\$ 47,589	\$51,046
101-4400-427-02-04	\$ (2,306)		Health Insurance	\$ 68,198	\$70,504
101-4800-441-02-04	\$ (5,653)		Health Insurance	\$ 109,277	\$114,930
101-0000-371-98-99	\$ -	\$ (5,653)	Misc Revenue-CUPA Trust	\$ 514,134	\$519,787
101-5800-455-02-04	\$ (441)		Health Insurance	\$ 15,576	\$16,017
101-0000-363-74-07	\$ -	\$ (221)	Veterans Services-Sutter Co	\$ 91,777	\$91,998
101-6000-462-02-04	\$ (3,874)		Health Insurance	\$ 48,526	\$52,400
101-6700-456-02-04	\$ (3,193)		Health Insurance	\$ 42,959	\$46,152
101-6700-456-90-00	\$ 3,193		Reimbursements	\$ (109,593)	(\$112,786)
102-9100-431-02-04	\$ (21,950)		Health Insurance	\$ 494,587	\$516,537
102-0000-361-42-02	\$ -	\$ (3,435)	State Hwy Users Tax 2104	\$ 1,129,003	\$1,132,438
102-0000-371-96-01	\$ -	\$ (18,515)	Contributions & Donations	\$ 873,970	\$892,485
106-4700-441-02-04	\$ (20,484)		Health Insurance	\$ 469,915	\$490,399
106-4700-441-01-01	\$ 20,484		Salaries	\$ 2,347,039	\$2,326,555
107-2600-421-02-04	\$ (15,522)		Health Insurance	\$ 410,278	\$425,800
107-2600-421-01-01	\$ 15,522		Salaries	\$ 2,063,924	\$2,048,402
108-2500-421-02-04	\$ (7,922)		Health Insurance	\$ 153,933	\$161,855
108-2700-422-01-04	\$ (43,606)		Health Insurance	\$ 1,075,471	\$1,119,077
108-2900-423-02-04	\$ (28,983)		Health Insurance	\$ 806,343	\$835,326
108-3000-423-02-04	\$ (21,943)		Health Insurance	\$ 466,090	\$488,033
130-9500-432-02-04	\$ (2,248)		Health Insurance	\$ 19,133	\$21,381
130-9500-432-18-00	\$ 2,248		Maintenance-Building & Improv	\$ 27,210	\$24,962
<hr/>					
	\$ (247,301)	\$ (31,028)			

Net Increase Appr/Rev \$ 216,273

EXHIBIT B
9-21-2011 Budget Hearings

Recommended Adjustments To The Proposed Budget FY 2011/2012

Adjustments 9/20/11 Budget Hearing

Department/Unit Account	Recommended Adjustments		Description	Adjusted Account Total	Proposed Budget
	Appropriation Adjustment Increase / (Decrease)	Estimated Revenue Increase / (Decrease)			
<i>Miscellaneous Revenue</i>					
101-0000-371-98-99		\$ (45,177)	Miscellaneous Revenue	\$ 468,957	\$514,134
<i>Ag Commissioner</i>					
101-3400-426-01-03	\$ (13,000)		Extra Help	\$ -	\$13,000
101-3400-426-01-04	\$ 13,000		Overtime	\$ 13,000	\$0
<i>Building Inspection</i>					
101-3500-426-28-00	\$ 55,000		Special Department Expense	\$ 225,893	\$170,893
101-0000-331-12-00		\$ 55,000	Building Fees	\$ 1,501,892	\$1,446,892
<i>Environmental Health</i>					
101-4800-441-28-00	\$ 33,000		Special Department Expense	\$ 33,000	\$0
101-0000-371-86-01		\$ 33,000		\$ 720,486	\$687,486
<i>Sheriffs-Bailiffs (New)</i>					
108-7400-421-01-01	\$ 296,443		Salaries	\$ 296,443	\$0
108-7400-421-01-03	\$ 20,000		ExtraHelp	\$ 20,000	\$0
108-7400-421-01-04	\$ 2,200		Overtime	\$ 2,200	\$0
108-7400-421-01-05	\$ 2,359		Holiday	\$ 2,359	\$0
108-7400-421-02-02	\$ 83,475		Co Share PERS	\$ 83,475	\$0
108-7400-421-02-03	\$ 2,000		COPST	\$ 2,000	\$0
108-7400-421-02-04	\$ 59,689		Health Insurance	\$ 59,689	\$0
108-7400-421-02-05	\$ 4,375		Medicare	\$ 4,375	\$0
108-7400-421-02-06	\$ 10,350		Workers Comp	\$ 10,350	\$0
108-7400-421-02-07	\$ 174		Mgt Life Insurance	\$ 174	\$0
108-7400-421-02-08	\$ 1,470		Unemployment Ins	\$ 1,470	\$0
108-7400-421-11-00	\$ 5,280		Clothing & Personal	\$ 5,280	\$0
108-0000-361-62-05		\$ 487,815	Sheriff Court Security	\$ 487,815	\$0
<i>Secured Property Taxes</i>					
101-0000-311-01-00		\$ 489,056	Secured Property Taxes	\$ 9,486,452	\$8,997,396
<i>Unsecured Property Taxes</i>					
101-0000-311-02-00		\$ (26,428)	Unsecured Property Taxes	\$ 435,572	\$462,000
<i>HOPTR</i>					
101-0000-361-60-00		\$ (1,879)	HOPTR	\$ 158,681	\$160,560
<i>Sales Tax</i>					
101-0000-312-07-00		\$ (50,000)	Sales Tax	\$ 1,850,000	\$1,900,000
<i>Transient Occupancy Tax</i>					
101-0000-312-09-00		\$ (30,000)	Transient Occupancy Tax	\$ 249,433	\$279,433
<i>General Fines</i>					
101-0000-341-21-00		\$ (80,750)	General Fines	\$ 244,250	\$325,000
<i>Operating Transfers</i>					
101-0000-372-99-01		\$ (250,631)	Operating Transfers In (from 825 Trust)	\$ 1,044,048	\$1,294,679
101-0000-372-99-01		\$ (339,691)	Operating Transfers In (from 182 Trust)	\$ 704,357	\$1,044,048
<i>Contingencies</i>					
101-6900-410-71-01	\$ 583,975		Contingencies-General	\$ 723,975	\$140,000
<i>Fund Balance (Gen Fund)</i>					
Fund Balance (Gen Fund)		\$ 807,602	Fund Balance-General Fund	\$ 807,602	\$0

\$ 1,159,790 \$ 1,047,917

Net Increase Appr/Rev \$ (111,873)

Recommended Adjustments To The Proposed Budget FY 2011/2012

Adjustments 9/20/11 Budget Hearing

Department/Unit Account	Recommended Adjustments		Description	Adjusted Account Total	Prev Adj Acct or Proposed Budget
	Appropriation Adjustment Increase / (Decrease)	Estimated Revenue Increase / (Decrease)			
<i>Assessor</i>					
101-0600-412-01-07	\$ 3,400		Vacation Pay	\$ 3,400	\$0
<i>Sheriff</i>					
108-2700-422-28-03	\$ 30,000		MJ Erad-Special Dept Expense	\$ 40,000	\$10,000
108-0000-371-85-03		\$ 30,000	Marijuana Eradication	\$ 40,000	\$10,000
<i>Jail</i>					
108-2900-423-90-00	\$ (46,000)		Reimbursements	\$ (81,000)	(\$35,000)
<i>Boat Grant</i>					
101-0000-363-74-00		\$ (30,000)	Outside Agencies	\$ -	\$30,000
101-0000-363-74-15		\$ 30,000	YCWA MOU Boat Patrol	\$ 30,000	\$0
<i>Clerk of the Board</i>					
101-1701-411-22-00	\$ 2,000		Office Supplies	\$ 7,030	\$5,030
<i>Interest Earnings</i>					
101-0000-351-30-00		\$ (145,000)	Interest Earnings	\$ 320,000	\$465,000
<i>Buildings & Grounds</i>					
101-0900-417-62-00	\$ 20,000		Fixed Assets	\$ 20,000	\$0
101-0900-417-90-00	\$ (20,000)		Reimbursements	\$ (617,333)	(\$597,333)
<i>Information Technology</i>					
101-1900-410-01-01	\$ 15,000		Salaries	\$ 1,417,926	\$1,402,926
101-1900-410-62-00	\$ 20,000		Fixed Assets	\$ 40,000	\$20,000
101-1900-410-90-00	\$ (35,000)		Reimbursements	\$ (1,748,383)	(\$1,713,383)
<i>Administrative Services</i>					
101-1800-410-01-01	\$ 101,380		Salaries	\$ 474,228	\$372,848
101-1800-410-23-01	\$ (101,380)		Sheriff Facility	\$ 28,620	\$130,000

\$ (10,600) \$ (115,000)

Net Increase Appr/Rev \$ (104,400)

Net Incr Appr/Rev Pg 2 \$ (111,873) \$ -

Net Incr Appr/Rev Pg 1 \$ 216,273

Total Incr Appr/Rev \$ -

Note: For adjustment amounts, positive numbers reflect increases in appropriation or estimated revenue, and negative numbers reflect decreases in appropriation or estimated revenue.

Budget for Fiscal Year 2011-2012

Allocation by Budget Unit

Section I

Operating Funds

Notes

The following budgets may be approved en mass.

Welfare Administration	\$27,029,748
Welfare - Categorical Aids	\$21,527,805
General Relief	\$120,157
Board of Supervisors	\$454,497
Board of Supervisors - Special	\$800,113
Clerk - Recorder	\$528,044
Human Resources	\$197,483
Auditor-Controller	\$283,258
Treasurer	\$487,311
Assessor	\$1,255,459
County Counsel	\$574,782
Elections	\$296,285
Buildings & Grounds	\$301,641
Custodial Services	\$128,377
Energy	\$357,947
Capital Improvements	\$5,000
Industrial Development	\$50,000
Surveyor	\$156,677
Comm Dev Admin & Finance	\$16,597
County Administration	\$81,649
Clerk of the Board	\$190,646
Economic Development	\$199,600
Administrative Services	-\$157,862
Information Technology	\$860,676
Public Defender	\$1,272,780
Grand Jury	\$60,250
Sheriff - Boat Grant	\$245,675
Probation	\$4,483,036
Victim / Witness Program	\$136,064
V.W. - Spec Emph	\$125,000
Victim/ Witness - Child Abuse	\$125,000
Crime Prevention Act 2000	\$180,135
Revenue Recovery	\$1,377
Probation - Family Resource Center	\$145,294
State Correctional School	\$8,350
Drainage Ditch Maint	\$19,751
Agriculture Commissioner & Sealer of Weights	\$1,100,183
Building Inspection	\$1,507,892
Code Enforcement	\$284,686
Juvenile Traffic	\$18,250
Public Guardian	\$208,581
Emergency Services	\$500,547
Planning	\$970,583
Animal Control	\$644,978

Section I

Operating Funds

Refuse Disposal	\$2,010
Bi - County Veterans	\$278,061
Library	\$695,294
Subsidies - Human Services	\$378,247
Subsidies - Health	\$187,701
Subsidies - Public Authority	\$88,679
Subsidies - Public Works Road	\$87,983
Subsidies - Public Safety	\$12,837,202
Agriculture Extension	\$65,319
Housing Authority	\$294,740
Other Long Term Debts	\$0
Public Works Road	\$16,612,698
Fish & Game	\$18,750
Special Aviation	\$10,000
Health Services	\$4,161,742
Public Authority	\$502,131
Health/CMSP	\$101,907
Environmental Health	\$1,563,175
Child Support Services	\$3,962,149
District Attorney	\$2,050,748
Sheriff	\$11,997,379
Sheriff - County Jail	\$9,202,667
Sheriff - Court Bailiffs	\$487,815
Juvenile Hall	\$3,808,365
County Drug Grant	\$268,866
Criminal Justice System Grant	\$169
Sutter County - Community Services Block Grant - 2012	\$128,249
Sutter County - Community Services Block Grant - 2011	\$126,823
CDBG 2009 NSP	\$2,000,000
2010 HOME Program	\$360,322
CDBG 2010	\$389,000
CSBG 2012	\$128,654
CSBG 2011	\$128,360
YS Enterprise Zone	\$40,000
EDBG Grant 2007	\$5,205
Standards & Training - Probation	\$18,897
Standards & Training - Sheriff	\$37,990
Standards & Training - Juv. Hall	\$20,328

Section II

Individually Approved Funds

The following funds must be approved individually.

Airport	\$372,138
Automotive Service	\$0 (Est. reimbursements equal to appropriations)**
Sheriff - Automotive Service	\$0 (Est. reimbursements equal to appropriations)**
Workers Comp	\$0 (Est. reimbursements equal to appropriations)**
Liability Insurance	\$0 (Est. reimbursements equal to appropriations)**
Health Insurance	\$0 (Est. reimbursements equal to appropriations)**
General Insurance	\$0 (Est. reimbursements equal to appropriations)**
Unemployment Insurance	\$0 (Est. reimbursements equal to appropriations)**
Short Term Disability	\$0 (Est. reimbursements equal to appropriations)**
Contingencies - 5th St. Bridge	\$140,000
Contingencies - General	\$583,975
General Reserves	\$0
Capital Reserves	\$0

Total All Funds \$141,928,040

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

PARKS AND RECREATION
749-5430 • Fax 749-5434

October 11, 2011

TO: YUBA COUNTY BOARD OF SUPERVISORS

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

SUBJ: ADOPT RESOLUTION TO APPLY FOR THE STATE OF CALIFORNIA RIVER PARKWAYS GRANT
FOR THE SYCAMORE RANCH RIVER PARKWAY

RECOMMENDATION:

Adopt the attached resolution to apply for the State of California River Parkways Grant Funds (Proposition 84) for the further development of an interpretive river parkway at Sycamore Ranch.

BACKGROUND:

On November 7th 2006, California voters passed Proposition 84, known as the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006." Of this \$5.4 billion initiative, the State allocated \$62 million for competitive grants for the acquisition, restoration, protection and development of river parkways.

By design, this grant must involve at least two of the five statutory conditions: Recreation, Habitat, and Flood Management, Conversion to River Parkway, and Conservation and Interpretive Enhancement.

DISCUSSION:

After reviewing the grant requirements and favorable criteria meeting at least three of the above requisites, staff seeks to apply for the grant with the intent to develop Sycamore Ranch into a comprehensive nature education facility, focusing on the cultural and natural history of the Yuba County foothills while further expanding the recreational use of the park. The exact dollar amount requested will be determined after better refinement of the scope of work and preparation of a preliminary engineer's estimate.

It is staff's intent to work with representatives from the Maidu nation to recreate a village site at Sycamore Ranch in an effort to increase awareness of their lifestyle and contributions to Yuba County during its infancy. Through meetings with Maidu representatives, staff has identified several rare plants

and discovered numerous cultural artifacts onsite which have not been spoiled by development and should be preserved for educational purposes.

Some key components of this proposal may include:

- A replica Maidu village located at the site of an original village;
- Fenced displays to protect artifacts that remain onsite;
- Sheltered kiosks with interpretive signage detailing native American lifestyles, mining activity along the Yuba River and natural resources including various plants and animals;
- Trail facilities throughout the park including a pedestrian bridge spanning Dry Creek to connect with the eastern half of Sycamore Ranch and Hammon Grove;

COMMITTEE ACTION:

On June 22, 2010, this application was approved by the full Board for a similar component of the Proposition 84 grant program, known as the Nature Education Facilities Grant.

FISCAL IMPACT:

As is often the case with grant projects, this program requires the project expenses to be financed by the applicant, with reimbursement from grant funds in arrears. However, there is no match requirement, nor do matching funds garner preference in the competitive process.

If successfully awarded, this grant has no provisions for operations and maintenance and once the facility is complete, the burden of those subsequent maintenance costs will become that of the County's.

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

APPROVE APPLICATION FOR GRANT)
FUNDS FOR THE CALIFORNIA RIVER)
PARKWAYS GRANT PROGRAM UNDER)
THE SAFE DRINKING WATER, WATER)
QUALITY AND SUPPLY, FLOOD)
CONTROL, RIVER AND COASTAL BOND)
ACT OF 2006 (Proposition 84))

RESOLUTION NO. _____

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require the applicant to certify by resolution of approval of application before submission of said application to the State; and

WHEREAS, Yuba County, if selected, will enter into an agreement with the State of California to complete the Sycamore Ranch River Parkway (Project) to increase outdoor educational opportunities for the public;

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

1. Approves the filing of an application for the Sycamore Ranch River Parkway; and
2. Certifies that Applicant understands the assurances and certification in the application; and,
3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so; and,

4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and,
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act* (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, and, that prior to commencement of construction, all applicable permits will have been obtained; and,
6. Certifies that applicant will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and
7. Appoints the Public Works Director, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____, Chair
Yuba County Board of Supervisors

ATTEST:

Donna Stottlemeyer, Clerk of the Board

APPROVED AS TO FORM:



Angil Morris-Jones, County Counsel



The County of Yuba

Office of the County Administrator

Robert Bendorf, County Administrator
 John Fleming, Economic Development Coordinator
 Russ Brown, Communications & Legislative Affairs Coordinator
 Grace M Mull, Management Analyst
 Teena L. Carlquist, Executive Assistant to the County Administrator
 Yuba County Government Center
 915 8th Street, Suite 115
 Marysville, CA 95901

Phone: (530) 749-7575
 Fax: (530) 749-7312
 Email: rbendorf@co.yuba.ca.us
 jfleming@co.yuba.ca.us
 rbrown@co.yuba.ca.us
 gmull@co.yuba.ca.us
 tcarlquist@co.yuba.ca.us

Date: October 11, 2011
To: Board of Supervisors
From: Robert Bendorf, County Administrator *RB/DM*
By: Grace Mull, Management Analyst
Re: Budget Transfer Request to Reimburse County Administrator for
 Economic & Planning Systems (EPS) Professional Services Expenses

Recommendation: Board of Supervisors to approve budget transfer in the amount of \$5,548.84 from various Development Impact Fee accounts to 101-1700-411-23-00.

Background: Every five years, the County is required by Government Code to prepare a Five-Year Development Impact Fee Report. The purpose of the report is to deliver a set of findings for any fee revenue that remains unexpended, whether committed or uncommitted. In addition, the Nexus Study needs to be updated periodically to ensure that the correct development fees are charged based on projected county population and capital project needs. The last time the Nexus Study was completed was 2004.

Discussion: The County Administrator entered into an agreement with Economic & Planning Systems, Inc. (EPS) in March of 2011 to assist the County in preparing the required Development Impact Fee Five-Year Report as well as assisting the County re-evaluate and update the Nexus Study.

Prior to July 1, 2011, payments for services rendered by EPS were drawn directly from the Development Impact fee accounts. Effective July 1, 2011, the Auditor's Office implemented a process change that prohibits direct payments from these accounts. Instead, budget transfers are required to move the funds from Development Impact fee accounts to the operating budget making the expenditure.

Committee: Due to the routine nature of this transaction, this item was not heard at Committee.

Fiscal Impact: Once the budget transfer is completed, the General Fund will be reimbursed \$5,548.84.

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WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

Shell

COUNTY OF YUBA

DATE: 10/11 2011

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

DEPARTMENT County Administrator

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

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-0000-372-99-01	Operating Trans In	\$5,548.84

ACCOUNT NO.	NAME	AMOUNT
101-1700-411-23-00	Professional Servs	\$5,548.84

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
See Attached	\$5,548.84

FUNDS TO BE INCREASED:

FUND	AMOUNT
101 General Fund	\$5,548.84

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: To reimburse costs associated with Development Impact Fee Five-Year Report/2011 Impact Fee Update.

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR:

Signature

Date

TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

Budget Transfer Detail

10/11/2011

Funds to Be Reduced:		
Fund	Fund Name	Amount
182	General Government	\$1,058.69
183	Criminal Justice	\$173.64
184	Health/Social Services	\$59.38
185	Library	\$447.76
186	Law Enforcement	\$6.47
187	Parks/Recreation	\$25.79
188	Traffic	\$2,157.77
189	Park Land	\$840.56
190	East Linda Park Fees	\$215.46
192	East Linda Landscape/Road	\$563.32
Total		\$5,548.84

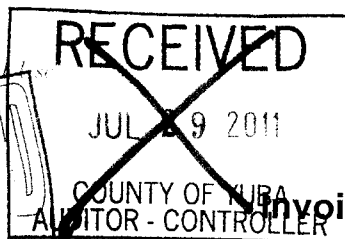
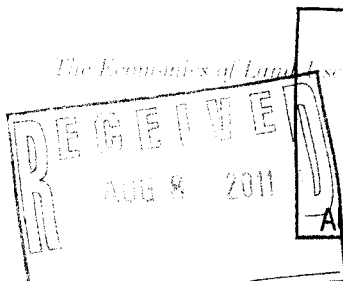
Funds to Be Increased:		
Fund	Fund Name	Amount
101	General Fund	\$5,548.84
Total		\$5,548.84

Summary of Invoice # 21405.3, 21405.4, 21405.5

Fund	Description	Invoice# 21405.3	Invoice# 21405.4	Invoice# 21405.5	Total	Fund
182	General Government	\$555.79	\$219.29	\$283.61	\$1,058.69	182
183	Criminal Justice	\$96.01	\$38.87	\$38.76	\$173.64	183
184	Health/Social Services	\$30.73	\$12.42	\$16.23	\$59.38	184
185	Library	\$235.15	\$92.72	\$119.89	\$447.76	185
186	Law Enforcement	\$2.82	\$1.50	\$2.15	\$6.47	186
187	Parks/Recreation	\$14.40	\$5.75	\$5.64	\$25.79	187
188	Traffic	\$1,132.08	\$447.75	\$577.94	\$2,157.77	188
189	Park Land	\$450.10	\$176.84	\$213.62	\$840.56	189
190	East Linda Park Fees	\$111.94	\$44.54	\$58.98	\$215.46	190
192	East Linda Landscape/Road	\$295.98	\$116.57	\$150.77	\$563.32	192
Total		\$2,925.00	\$1,156.25	\$1,467.59	\$5,548.84	

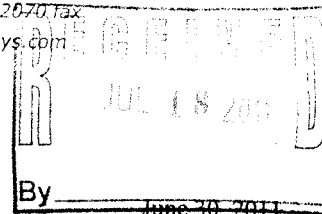


The Economics of Land Use



EPS Employer ID: 94-3056856

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



Invoice Number: 21405.3

To: Yuba County Department of Public Works
Administrator's Office
915 8th Street, Suite 115
Marysville, CA 95901
Attention: Robert Bendorf, County Administrator

Project: Yuba County 2011 Nexus Study Update

EPS # 21405

Project Manager: James Gomes PIC: Gomes

Professional Services for the Period: Thru 6/30/2011

Task 1 Technical Support for a Five Year Report

Task Maximum: \$20,000.00
Previous Billing Against Max: \$9,513.98
Current Billing Against Max: \$2,925.00
Balance After this Invoice: \$7,561.02

Professional Services

James Gomes Principal

Professional Services Total:

Hours	Rate	Charge
13.00	\$225.00	2,925.00
13.00		\$2,925.00

Total Task 1 \$2,925.00

Approved for payment \$ 2,925.00/xx

Signature: [Signature]
101-1700-411-2300 8/10/11
Fund-Dept-Base-Etc. Obj Date

*** Total Project Invoice Amount: \$2,925.00

~~7/27/11 Approved for payment:~~

~~Robert Bendorf, County Administrator~~

Aged Receivables:

Current	1 Month	2 Months	3 Months	> 3 Months
\$2,925.00	\$0.00	\$0.00	\$0.00	\$0.00
182-0000-371-98-99	\$555.79	187-0000-371-98-99	\$ 14.40	
183-0000-371-98-99	96.01	188-0000-371-98-99	1,132.08	
184-0000-371-98-99	30.73	189-0000-371-98-99	450.10	
185-0000-371-98-99	235.15	190-0000-371-98-99	111.94	
186-0000-371-98-99	2.82	192-0000-371-98-99	295.98	
		TOTAL	\$2,925.00	

6102



The Economics of Land Use

Economic & Planning Systems, Inc.

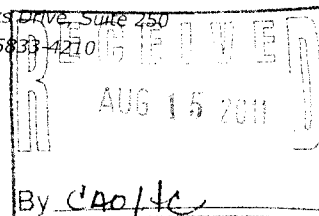
2295 Gateway Oaks Drive, Suite 250

Sacramento, CA 95833-4210

916 649 8010 tel

916 649 2070 fax

www.epsys.com



Invoice

EPS Employer ID: 94-3056856

Invoice Number: 21405.4

July 31, 2011

To: Yuba County Department of Public Works
Administrator's Office
915 8th Street, Suite 115
Marysville, CA 95901
Attention: Robert Bendorf, County Administrator

Project: Yuba County 2011 Nexus Study Update

EPS # 21405

Project Manager: James Gomes PIC: Gomes

Professional Services for the Period: 7/1/2011 to 7/31/2011

Task 1 Technical Support for a Five Year Report

Task Maximum:	\$20,000.00
Previous Billing Against Max	\$12,438.98
Current Billing Against Max	\$1,156.25
Balance After this Invoice	\$6,404.77

Professional Services

		<u>Hours</u>	<u>Rate</u>	<u>Charge</u>
Tim Youmans	Managing Principal	0.25	\$275.00	68.75
James Gomes	Principal	4.50	\$225.00	1,012.50
Victoria Allensworth	Support Staff	1.00	\$75.00	75.00
Professional Services Total:		<u>5.75</u>		<u>\$1,156.25</u>
		Total Task 1		\$1,156.25

Approved for payment \$ 1,156.25

Signature

Grace Mull
101-1700-411-23-00 8-15-11
Fund-Dept-Basic-Etc. Obj Date

*** Total Project Invoice Amount: \$1,156.25

Aged Receivables:

<u>Current</u>	<u>1 Month</u>	<u>2 Months</u>	<u>3 Months</u>	<u>>3 Months</u>
\$1,156.25	\$2,925.00	\$0.00	\$0.00	\$0.00



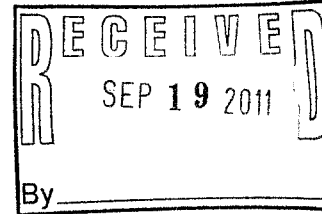
The Economics of Land Use

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

Invoice

EPS Employer ID: 94-3056856

Invoice Number: 21405.5



August 31, 2011

To: Yuba County Department of Public Works
Administrator's Office
915 8th Street, Suite 115
Marysville, CA 95901
Attention: Robert Bendorf, County Administrator

Project: Yuba County 2011 Nexus Study Update

EPS # 21405

Project Manager: James Gomes PIC: Gomes

Professional Services for the Period: 8/1/2011 to 8/31/2011

Task 1 Technical Support for a Five Year Report

Task Maximum:	\$20,000.00
Previous Billing Against Max	\$13,595.23
Current Billing Against Max	\$1,467.59
Balance After this Invoice	\$4,937.18

Professional Services

		<u>Hours</u>	<u>Rate</u>	<u>Charge</u>
James Gomes	Principal	3.75	\$225.00	843.75
Megan S. Quinn	Associate	4.00	\$125.00	500.00
Victoria Allensworth	Support Staff	1.00	\$75.00	75.00
Professional Services Total:		8.75		\$1,418.75

Reimbursables

	<u>Charge</u>
Mileage/Parking	\$48.84
Reimbursables Total:	\$48.84

Total Task 1 \$1,467.59

*** Total Project Invoice Amount: \$1,467.59

Approved for payment \$ 1467.59
Signature: Graci Mull
101-1700-411-2380 9/19/11
Fund-Dept-Base-Etc. Obj Date

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



439-11

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

Phone: (530) 749-6366

Date: October 11, 2011
To: Board of Supervisors
From: Suzanne Nobles, Director
Health and Human Services Department
Subject: Adopt Resolution Amending the General Assistance Standards of Aid of Indigent and Dependent Poor Who Are Residents of the County of Yuba

RECOMMENDATION: It is recommended the Board of Supervisors approve the attached Resolution amending the Standards of Aid for the General Assistance Program in Yuba County which serves eligible indigent and poor residents.

BACKGROUND: Under a Resolution approved by the Board in 2009, the Health and Human Services Department administers the General Assistance Program for the indigent residents of Yuba County. Pursuant to Welfare and Institutions Code Section 17000, the General Assistance Program provides the means for these clients to meet their minimum subsistence needs promptly and humanely.

DISCUSSION: This Resolution amends the prior Resolution No. 2009-91 and adopts an updated Standards of Aid to correspond with the current Public Assistance aid payments.

The General Assistance Standards of Aid in Yuba County are tied directly to the Public Assistance grant levels under Welfare and Institutions (W&I) Code 11453. As the rate for Public Assistance grant payments was reduced effective July 1, 2011, an adjustment is needed in the General Assistance payment amounts. In addition, miscalculations were identified in the previous payment amounts that need to be corrected.

W&I Code 17000 states, "The Board of Supervisors may adopt a general assistance standard of aid and may annually adjust that assistance standard in an amount equal to an adjustment provided under Chapter 2". Under Chapter 2 of the W&I Code, Section 11450.02 it states, "Notwithstanding any other provision of law, commencing July 1, 2011, the maximum aid payments in effect October 1, 2009, as specified in paragraph (1) of subdivision (a) of Section 11450 shall be reduced by 8 percent."

FISCAL IMPACT: Approval of this Resolution will change the amount of County Funds paid to General Assistance clients effective October 1, 2011 to comply with current law.

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

IN RE:

**RESOLUTION TO AMEND THE
ADOPTED RULES, REGULATIONS
AND POLICIES, AND ESTABLISHING
STANDARDS OF AID AND CARE FOR
INDIGENT AND DEPENDENT POOR
WHO ARE RESIDENTS OF THE
COUNTY OF YUBA**

RESOLUTION No. 2009-91

WHEREAS, the Board of Supervisors of the County of Yuba shall adopt standards of aid and care for the indigent and dependent poor of the County of Yuba; and

WHEREAS, the Board of Supervisors desires to promote the welfare of its residents and to ensure that the indigent and dependent poor who are residents of the County of Yuba are provided with means to meet their minimum subsistence needs, and to further ensure that assistance provided to the indigent residents of the County of Yuba is provided promptly and humanely;

WHEREAS, on December 4, 2007, the Board of Supervisors of the County of Yuba considered the recommendations of its Health and Human Services Department, which were consistent with and not in conflict with the provisions of Welfare and Institutions Code section 17000.5 which provides guidelines for determining a sufficient standard of care, and approved Resolution 2007-154 adopting rules, regulations and policies, and establishing standards of aid and care for the indigent and dependent poor of the County of Yuba; and

WHEREAS, as Welfare and Institutions Code section 11450.02 requires that commencing July 1, 2009, the maximum standards of aid in effect be reduced by

four (4) percent , the Board of Supervisors of the County of Yuba now finds it necessary to amend its standard of aid for the indigent and dependent poor of the County of Yuba.

NOW THEREFORE, BE IT HEREBY RESOLVED that, pursuant to the provisions of Section 17001 of the Welfare and Institutions Code, the Board of Supervisors of the County of Yuba (hereinafter "the County") adopts the rules, regulations, and policies and establishes the amended standards of aid and care set forth herein for the indigent and dependent poor who are residents of the County.

BE IT FURTHER RESOLVED that the reduction established by this Resolution shall become effective October 1, 2009 and supersedes any prior resolutions and their amendments that were previously adopted and established such rules, regulations, policies and standards of aid and care.

Section 1 Rules, Regulations, Policies and Standards Open to Public Inspection. All rules, regulations, policies, and standards of aid and care herein or hereafter adopted and established shall be open to public inspection.

Section 2 Scope of Resolution. The rules, regulations, policies and standards of aid and care here adopted and established are applicable to furnishing financial assistance pursuant to Section 17000 of the Welfare and Institutions Code and shall not apply to any other aid or assistance program.

Section 3 Purpose of General Assistance. General Assistance is established pursuant to Welfare and Institutions Code Section 17000 to provide and care for all indigent persons who are lawful residents of the County when such persons are not supported and relieved by their relatives or friends, their own means, other assistance programs or state hospitals or other state or private institutions, or by financial sponsors of legal alien residents.

Section 4 Administration – Delegation of Authority. Unless otherwise limited by law, authority to administer the rules, regulations, policies, and standards herein and hereafter adopted and established is delegated to the Director of the Health and Human Services Department of the County or his/her designated representative.

Section 5 Definitions.

Section 5.1 In General. The definitions herein set forth govern the administration of the rules, regulations, policies, and standards adopted and established by this resolution.

Section 5.2 Resident. The term "resident" is used herein as defined in Section 244 of the Government Code and Section 17100 of the Welfare and Institutions Code.

Section 5.3 Determination of Residence. The residence of each applicant for General Assistance shall be determined in accordance with the rules for determining residence prescribed by Sections 243 and 244 of the Government Code.

Section 5.4 Incapacity. The term "incapacity" refers to a medically verifiable physical, mental or emotional impairment or combination of impairments which substantially prevents an applicant from engaging in a gainful occupation within his/her competence. Incapacity exists when the person's physical or mental illness or disability prevents him/her from obtaining employment for which he/she is equipped by education, training, or experience, or which he/she can learn by on-the-job training. The determination as to whether aid can be granted on the basis of incapacity is based upon whether or not the incapacity has rendered the person unemployable. The limitation must have caused a substantial change in the applicant's physical or mental condition resulting in incapacity for employment. An

individual medically determined to be incapacitated by addiction to drugs or alcohol may be eligible for benefits only if he/she:

- (a) Is undergoing treatment at an alcohol or drug treatment center which has been duly certified by the State Department of Health; and
- (b) Complies with the terms, conditions, and requirements of the treatment; and
- (c) Agrees to undergo medical or psychiatric testing and evaluation to determine whether he/she is incapacitated.

Section 5.5 Responsible Relative. The term "responsible relative" means anyone who is the spouse, parent, or adult child with the financial ability to support, or to contribute to the support of, a recipient of General Assistance.

Section 5.6 Sponsor. The term "sponsor" means the person(s) or organization who, as part of the sponsorship of lawfully admitted aliens, has executed an agreement of financial support as established by the U.S. Citizenship and Immigration Services (USCIS).

Section 5.7 Gainful Occupation. The term "gainful occupation" shall include seasonal gainful employment if performed regularly each year.

Section 6. Eligibility for General Assistance.

Section 6.1 Residence. General Assistance is available only if the applicant is a resident of Yuba County.

Section 6.2 Employment of Applicant. An applicant who is otherwise eligible for General Assistance shall not be denied such relief on the sole and exclusive ground that such applicant is employable. Unless incapacitated, an applicant or recipient shall be required to register at the Employment Development

Department and to comply with the Health and Human Services Department's job search requirements.

Section 6.3 Work as Condition. Pursuant to Section 17200 of the Welfare and Institutions Code, applicants for General Assistance shall be required to work, as a condition of relief, unless incapacitated. Persons receiving General Assistance from the Health and Human Services Department, who are required to work in such programs, shall not be considered employees of the County.

Section 6.4 Assets and Support. A resident of the County is eligible for General Assistance if such resident:

- (1) Does not own real property of a net market value of more than \$3,000.00 after deducting the amount of any liens or encumbrances.
- (2) Does not own personal property valued at more than \$500.00 after deducting the amount of any liens or encumbrances. The value of one vehicle owned by the applicant/recipient shall be exempt from consideration.
- (3) Is not supported and relieved by his/her relatives or friends, or by state hospitals or other state or private institutions, or by financial sponsors of legal alien residents.
- (4) Is not a recipient of, or eligible to, cash aid under any other public assistance program. Applicants shall be required to apply for all other benefits to which they may be entitled including, but not limited to, Unemployment Insurance Benefits (UIB), State Disability

Insurance (SDI), Workmen's Compensation, as well as public assistance, including, but not limited to, Supplemental Security Income/State Supplementary Payment (SSI/SSP).

- (5) Does not have cash or money in bank accounts exceeding the combined amount of \$100.00.

Section 6.5 Determination of Value of Personal Property. In determining the value of personal property, the equity value only shall be used. The equity value is the fair market value less legal encumbrances. Consideration shall be given to all cash on hand or held in financial institutions in excess of \$100.00 and burial policies, revocable burial trusts and plots.

Section 6.6 Citizenship. In order to be eligible for General Assistance, a Yuba County resident must be a citizen of the United States or an alien lawfully admitted for permanent residence. An alien must produce USCIS documentation of alien status.

Section 6.7 Good cause for Job Quit. An unemployed General Assistance applicant who voluntarily quit his/her most recent job without good cause shall not be eligible for the General Assistance program for two months beginning with the month of relinquishment.

Section 6.8 Eligibility of Students Enrolled in Institutions of Higher Education. Persons enrolled in day time (8:00 A.M. – 5:00 P.M.) post-secondary classes in an institution of higher education are not considered unemployed. The enrollment status shall begin on the first day of the school term of the institution of higher education. Once a student enrolls such enrollment shall be deemed to continue through normal periods of class attendance, vacation and recess unless the student graduates, is suspended, expelled or drops outs.

Section 6.9 Age. General Assistance shall not be granted to anyone under the age of 18 unless he/she has been emancipated by marriage or law, or is a child in the home of the parent(s) or guardian(s) who apply and are deemed eligible for General Assistance.

Section 7 Application. Each person applying for General Assistance must file a written application at the office of the Yuba County Health and Human Services Department on the forms specified by the Director. All persons who apply for General Assistance must file applications for any other federal, state, or local benefits to which they may be eligible and provide verification of application before General Assistance is granted. Applicants who refuse to apply for other benefits or who knowingly make themselves ineligible for such benefits shall not be eligible to benefits under the General Assistance program. Each applicant must disclose the names and addresses of responsible relatives or sponsors.

Section 8 Determination of Eligibility. The Health and Human Services Department shall determine eligibility for each applicant for General Assistance and shall keep full and complete records of such determinations. Eligibility determinations shall be conducted promptly and expeditiously so that General Assistance can be provided promptly to those found eligible. Aid shall be given in accordance with the standards of aid and care set forth in Section 9 immediately upon determining eligibility, but no later than thirty (30) days from the date the application is filed. Eligibility determination may be extended an additional fifteen (15) days if there is a delay in the receipt of information necessary to determine eligibility and the delay was beyond the control of the applicant or the County.

Section 8.1 Beginning Date of Aid. The beginning date of aid is the date of application, or the date eligibility is determined to exist, whichever occurs first.

Section 9 Standards of Aid.

Section 9.1 In General. Standards of aid shall be determined to meet minimum needs and shall not exceed the amounts specified in the General Assistance Standards of Assistance Table as set forth in Section 9.6.

Section 9.2 Food. Applicants shall be required to apply for any Food Stamp Benefits to which they may be entitled.

Section 9.3 Housing. Rent is paid by vendor payments to landlords. No rent owed prior to the granting of General Assistance will be paid nor will rent payments be made for a recipient living in the home of a relative or sponsor or living alone in property owned by a relative or sponsor unless the relative or sponsor is dependent upon the income from the rental. If a General Assistance recipient is sharing a living arrangement with a relative, friend or sponsor, the housing allowance will be prorated accordingly.

Section 9.4 Utilities. Within the utilities maximum, as set forth in Section 9.6, no bills for utilities incurred prior to granting General Assistance will be paid.

Section 9.5 Personal and Incidentals. Within the personal and incidentals maximum, as set forth in Section 9.6, cash payments will be made for

personal items, special need items or transportation and/or other necessities of life which cannot be made by vendor payments.

Section 9.6 Assistance Table.

<u>Household Size</u>	<u>Housing/Utilities/Personal Incidentals*</u>	<u>Housing</u>	<u>Utilities</u>	<u>Personal and Incidentals/Transportation</u>
1	\$313	\$202	\$43	\$68
2	420	268	50	103
3	528	294	53	181
4	635	308	56	271

*Includes monthly medical actuarial value adjustment of forty dollars (\$40) for medical care.

*For weekly rate, divide by 4.33.

Section 9.7 Transportation. Transportation costs may be paid to non residents to return to their county of residence. Transportation costs will be paid by vendor payment and may not exceed the maximums listed below without the Director's approval.

<u>Household Size</u>	<u>Transportation</u>
1	\$50
2	100
3	150
4	200

Section 9.8 Burials. Cremation shall be ordered only when there is no other payment source where the County authorizes the cost of burial, except where cremation is against the families' religious belief.

Section 10 Contribution by Responsible Relatives or Sponsor.

Section 10.1 Determination of Net Income. Net income shall mean 80 percent of the gross income of the responsible relative or financial sponsor,

less reasonable allowance for unusual expenses for medical costs, spousal or child support, and child care.

Section 10.2 Responsible Relative or Financial Sponsor

Contribution. A responsible relative or sponsor who has a financial responsibility shall have an obligation to contribute to the support of a recipient to the extent of established liability.

Section 10.3 Failure of Responsible Relative or Sponsor to Pay.

All cases of failure of a responsible relative or sponsor who has a financial responsibility to pay the liability established pursuant to these rules shall be referred to the appropriate County department for collection or other such action deemed appropriate under the circumstances.

Section 11 Appeals. Any applicant or recipient of General Assistance may file an appeal if he/she is dissatisfied with any action that the County has taken on his/her case. All requests for a hearing shall be submitted in writing to the Director within ten (10) days after the mailing date of the notice of action. The appeal shall state the facts upon which it is based and what the applicant/recipient is requesting to be done. The Director or designated representative shall render a written decision within ninety (90) days of the date the appeal was received by the Health and Human Services Department. If the applicant/recipient is not satisfied with the decision, he/she may appeal to the Board of Supervisors. Every appeal filed with the Board of Supervisors shall be in writing and shall state the facts upon which the appeal is based and the relief requested and shall be filed with the Clerk of the Board of Supervisors within thirty (30) days of the mailing date of the decision of the Health and Human Services Director or designated representative. An appeal to the Board of Supervisors shall be a record appeal. The decision of the Board of Supervisors shall be final.

Section 12 Repayment of General Assistance. Repayment of General Assistance will be required for interim assistance payments when the SSI/SSP grant is approved or whenever any other retroactive lump sum payment is received, such as, but not limited to, veteran's benefits, social security or unemployment benefits. Reimbursement of county burial expenses will be required if persons requesting county burials receive benefits on behalf of a county indigent which would have rendered the deceased ineligible for such county burial. All overpayments shall be reimbursed. All other repayments will be voluntary.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the 22 day of September, 2009, by the following vote:

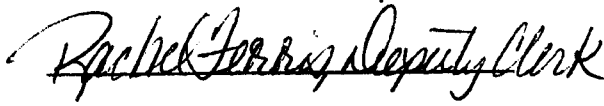
AYES: Supervisors Vasquez, Nicoletti, Griego, Abe and Stocker

NOES: None

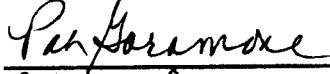
ABSENT: None


John Nicoletti, Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors


Rachel Ferris, Deputy Clerk

Approved As To Form:
County Counsel
Angil Morris-Jones


Pam Garamore
Chief Deputy

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

**RESOLUTION AMENDING THE
GENERAL ASSISTANCE TABLE
(SECTION 9.6) OF RESOLUTION NO
NO. 2009-91**
_____)

RESOLUTION No._____

WHEREAS, on September 22, 2009, the Yuba County Board of Supervisors adopted Resolution No. 2009-91: Resolution to Amend The Adopted Rules, Regulations and Policies, and Establishing Standards of Aid and Care for Indigent and Dependent Poor who are Residents of the County of Yuba; and

WHEREAS, the Board of Supervisors established a General Assistance Table (Section 9.6) for standards of aid as part of Resolution No. 2009-91; and

WHEREAS, Welfare & Institutions Code Section 17000 allows the Board of Supervisors to adopt a general assistance standards of aid and to annually adjust the assistance standards; and

WHEREAS, the rate for Public Assistance aid payments was reduced effective July 1, 2011; and

WHEREAS, the General Assistance standards of aid need to be adjusted to correspond with the current Public Assistance aid payments.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby amends Section 9.6 of Resolution No. 2009-91, to read as follows:

Section 9.6 Assistance Table.

<u>Household Size</u>	<u>Housing/Utilities/ Personal Incidentals*</u>	<u>Housing</u>	<u>Utilities</u>	<u>Personal and Incidentals/ Transportation</u>
1	\$300	\$186	\$39	\$75
2	490	303	63	122
3	608	376	79	152
4	725	449	94	181

*Includes monthly medical actuarial value adjustment of forty dollars (\$40) for medical care.

*For weekly rate, divide by 4.33.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Roger Abe, Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

Approved As To Form:
County Counsel
Angil P. Morris-Jones

Maria Bryant Pellard

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




440-11

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

Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: 
Suzanne Nobles, Director
Health & Human Services Department

DATE: October 11, 2011

SUBJECT: Resolution of the Board of Supervisors Authorizing the Health and Human Services Department to Enter into Agreement with the California Department of Public Health for Sexually Transmitted Disease (STD) Prevention and Control Program Grant Funds

RECOMMENDATION: Board of Supervisors approval of the Resolution of the Board authorizing the Health and Human Services Department to enter into Agreement with the California Department of Public Health (CDPH) for STD Prevention and Control Program grant funds for the period of July 1, 2011 through June 30, 2013 in the amount of \$10,788.00 (\$5,394.00 per year); and further authorizing the Chairman to execute documents required by the grant and any pertinent documents related to this program and to authorize the acceptance of funds is recommended.

BACKGROUND: Yuba County, through its Health and Human Services Department, has received grant funding from CDPH for its STD Prevention and Control Program since July 1, 2002.

DISCUSSION: Chlamydia remains the highest reportable STD in the State of California, as well as in Yuba County. This grant provides \$5,394.00 annually to facilitate, develop, and enhance the local capacity for prevention awareness. The Health and Human Services Department will utilize this funding to continue its Chlamydia Awareness and Prevention program through the collaboration with other programs and through new and existing community partners.

FISCAL IMPACT: The total amount of this grant is \$10,788.00 (\$5,394.00 per year for a two-year period). There is no County match or cost to the County.

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REGISTRATION NUMBER

AGREEMENT NUMBER

11-10074

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

(Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME

(Also referred to as Contractor)

County of Yuba

2. The term of this Agreement is: July 1, 2011 through June 30, 2013

3. The maximum amount of this Agreement is: \$ 10,788
Ten Thousand Seven Hundred Eighty-Eight Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	5 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B - Attachment I – Budget (Year 1)	1 page
Exhibit B – Attachment II – Budget (Year 2)	1 page
Exhibit C * - General Terms and Conditions	GTC 610
Exhibit D(F) – Special Terms and Conditions (attached hereto as part of this agreement)	25 pages
Exhibit E – Additional Provisions	3 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Yuba

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Chair, Board of Supervisors

ADDRESS

5730 Packard Avenue, Suite 100, Marysville, CA 95901

STATE OF CALIFORNIA

AGENCY NAME

California Department of Public Health

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Sandra Winters, Chief, Contracts and Purchasing Services Section

ADDRESS

1501 Capitol Avenue, Suite 71.5178, MS 1802, PO Box 997377
Sacramento, CA 95899-7377

**California Department of
General Services Use Only**

☐ Exempt per:

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

Conduct a sexually transmitted disease (STD) prevention and control program incorporating education, awareness, outreach, counseling, testing, treatment, surveillance, reporting, and/or partner services with special emphasis on individuals at high risk for chlamydia, gonorrhea, and/or infectious syphilis.

2. Service Location

The services shall be performed at applicable facilities in the County of Yuba.

3. Service Hours

The services shall be provided primarily Monday through Friday from 8:00 a.m. to 5:00 p.m. and evenings, weekends, and holidays as needed.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health	County of Yuba
Jacqueline Mincks Assistant Branch Chief Telephone: (916) 552-9819 Fax: (916) 552-9777 Email: Jacqueline.Mincks@cdph.ca.gov	Rose Milliron Telephone: (530) 749-6741 Fax: (530) 749-6397 Email: milliron@co.yuba.ca.us

B. Direct all inquiries to:

California Department of Public Health	County of Yuba
STD Control Branch Attention: May Otow 1616 Capitol Avenue, MS 7320 P.O. Box 997377 Sacramento, CA 95899-7377 Telephone: (916) 552-9788 Fax: (916) 440-5112 Email: May.Otow@cdph.ca.gov	Erma Thurman Finance and Administrative Supervisor 5730 Packard Avenue, Suite 100 Marysville, CA 95901 Telephone: (530) 749-6356 Fax: (530) 749-6281 Email: ethurman@co.yuba.ca.us

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

Part 1: STD Control Program Support, if applicable

Goal: Increase STD Control Program infrastructure at the local level to reduce the transmission of STDs in California.

Based on the local STD program structure, systems, and morbidity and the State funding allocation, services to be performed are to be selected from one or more of the following types of key activities to augment local STD control efforts, as State and local priorities dictate.

Objective 1: Enhance local capacity to implement STD control activities.

Key Activities:

1. Identify and prioritize STD consultation, training, and technical assistance needs of priority local agencies and services.
2. Provide STD trainings, health education materials, resource guides, and technical assistance to priority partner agencies utilizing appropriate local and State resources.
3. Facilitate timely and complete STD morbidity reporting to the State, in accordance with State guidelines.
4. Conduct case-report risk factor surveillance for syphilis and/or select gonorrhea or other priority STD cases, in accordance with State protocols.
5. Facilitate timely and recommended treatment of clients diagnosed with STDs, especially infectious syphilis, gonorrhea, and chlamydia, in accordance with State and national guidelines.
6. Provide timely STD case interview, case management, and partner services for priority syphilis or other priority STD cases, in accordance with State and national standards and guidelines.
7. Provide expedited patient/partner therapy (EPT) for untreated patients/partners who are unable to seek clinical care, in accordance with State and national standards and guidelines.
8. Augment local STD outreach education and/or screening and treatment in settings or venues serving at-risk STD populations, if justified by local epidemiological data, resources, and priorities.

Timeline: Ongoing

Part 2: Chlamydia Screening Project (ClaSP), if applicable

Goal: Facilitate the implementation of chlamydia screening and treatment programs for high risk adolescent females in juvenile justice facilities.

The Scope of Work below provides details of screening, treatment, data, and program improvement activities required for adherence to this contract.

Objective 1: To screen at least 80 percent of female bookings in juvenile justice facilities.

Those Contractors with a screening performance of <80 percent shall increase their screening activities by no less than 2 percent per year. Those Contractors with a screening performance of >80 percent shall continue to screen as many females booked as possible as close to booking as possible.

Key Activities

1. Provide chlamydia screening to all eligible females at juvenile justice sites at intake or as close to intake as possible (must be within 0 to 48 hours).
2. Ensure rapid notification of positive test results.

Timeline: Ongoing

Objective 2: To treat at least 80 percent of females testing positive for CT or gonorrhea (GC) in juvenile justice facilities.

Key Activities:

1. Provide appropriate and expedient treatment.
2. Ensure rapid follow-up and appropriate referral for those testing positive that are released prior to treatment.

Timeline: Ongoing

Objective 3: To provide accurate, complete, and timely data.

Key Activities:

1. Assist the State in obtaining national performance measure data by collecting all data elements delineated in the data dictionary provided by the State ClaSP Project Manager.
2. Electronically submit quarterly data.

Timeline: Ongoing

Objective 4: To participate in program improvement activities.

Key Activities:

1. Contractor will identify a project manager who is responsible for the coordination and implementation of this project.
2. Contractor will participate in and plan site visitations from the State ClaSP Project Manager.
3. Contractor will attend meetings and conference calls, as scheduled; participate in committees and workgroups; and assist in planning meetings as requested.
4. Contractor will subcontract as necessary with the juvenile justice center(s) to enhance program activities.

Timeline: Ongoing

6. Required Reports and Data

A. Quarterly Reporting

Part 2: Chlamydia Screening Project

Submit electronic communication reports and line listed data quarterly using the template and data dictionary provided by the State ClaSP Project Manager. Line listed data (calendar year cumulative beginning with 1-1-XX) should be sent to Clasp@cdph.ca.gov and the Quarterly Communication Reports (QCR) and Annual Communication Report (ACR) should be sent to the State ClaSP Project Manager.

Period: July 1, 2011 – September 30, 2011	Due: October 31, 2011
Period: October 1, 2011 – December 31, 2011	Due: January 31, 2012
Period: January 1, 2012 – March 31, 2012	Due: April 30, 2012
Period: April 1, 2012 – June 30, 2012	Due: July 31, 2012
Period: July 1, 2012 – September 30, 2012	Due: October 31, 2012
Period: October 1, 2012 – December 31, 2012	Due: January 31, 2013
Period: January 1, 2013 – March 31, 2013	Due: April 30, 2013
Period: April 1, 2013 – June 30, 2013	Due: July 31, 2013

B. End-of-Year Report

Part 1: STD Control Program Support

Provide a brief, electronic End-of-Year Report describing how the Contractor met the goal of increasing STD Control Program infrastructure at the local level to reduce the transmission of STDs in California. The Contractor will need to provide specific information as to how the key activities selected in Objective 1, Part 1 were accomplished, barriers encountered, rationale for any changes or adjustments, and any evaluation results.

Period: July 1, 2011 – June 30, 2012	Due: July 31, 2012
Period: July 1, 2012 – June 30, 2013	Due: July 31, 2013

Part 2: Chlamydia Screening Project, if applicable

Provide an End-of-Year Report addressing objectives and activities in the ClaSP Scope of Work using the template provided by the State ClaSP Project Manager. Reports should include specific information as to how the objectives and activities were accomplished, barriers encountered, and rationale for any changes or adjustments made.

Period: July 1, 2011 – June 30, 2012	Due: July 31, 2012
Period: July 1, 2012 – June 30, 2013	Due: July 31, 2013

C. Program Meetings and Training

Part 1: STD Control Program Support

Program Coordinators or their representatives are invited, but not required, to attend trainings and statewide meetings, as scheduled. Budgets may include a line item to support travel costs for these meetings, as needed.

Part 2: Chlamydia Screening Project, if applicable

Program Coordinators or their representatives should attend statewide meetings, as scheduled and required in the Scope of Work. Budgets should include a line item to support travel costs for these meetings.

7. Scope of Work Changes

- A. Pursuant to Health and Safety code Section 38077(b)(2), changes and revisions to the Scope of Work contained in the agreement, utilizing the "allowable cost payment system", may be proposed by the Contractor in writing. Failure to notify the State of proposed revisions to the Scope of Work may result in an audit finding.
- B. The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is first received in the Department. Should the State fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved.
- C. The State may also request changes and revisions to the Scope of Work. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.
- D. No changes to the Scope of Work agreed to pursuant to this paragraph shall take effect until the cooperative agreement is amended and the amendment is approved as required by law and this agreement.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

**AUTHORIZE THE YUBA COUNTY HEALTH
AND HUMAN SERVICES DEPARTMENT TO
ENTER INTO AGREEMENT WITH THE
CALIFORNIA DEPARTMENT OF PUBLIC
HEALTH FOR SEXUALLY TRANSMITTED
DISEASE (STD) AWARENESS AND
PREVENTION AND CONTROL GRANT FUNDS
FOR THE PERIOD OF JULY 1, 2011 –
JUNE 30, 2013; AND FURTHER, AUTHORIZE
THE CHAIRMAN TO EXECUTE DOCUMENTS
AS REQUIRED BY THE GRANT OR
PERTINENT TO THIS PROGRAM AND TO
AUTHORIZE THE ACCEPTANCE OF FUNDS**

Resolution No. _____

WHEREAS, the State of California has made grants available for the purpose of sexually transmitted disease (STD) prevention and control programs, and

WHEREAS, Chlamydia remains the highest reportable STD in the State of California as well as in Yuba County, and

WHEREAS, it is in the best interest of the residents of Yuba County that the Health and Human Services Department continue its STD Prevention and Control Program;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the Health and Human Services Department is hereby authorized to enter into Agreement (Number 11-10074) with the California Department of Public Health for STD Prevention and Control Program grant funds.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the Chairman is hereby authorized to accept and allocate \$10,788.00 for the period of July 1, 2011 – June 30, 2013 and any subsequent funds awarded for the stated period, and to execute, upon review and approval of the County Counsel, documents as required by the Agreement for the stated two-year period, permission to amend contracts for additional or lesser funding, and execute amendments or memorandums of understanding developed under this grant if the allocation, or a portion thereof, is awarded. A copy of the said contract, or any amendment thereto shall be filed in the office of the Clerk of the Board, County of Yuba.

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:

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

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

Maria Bryant Bellard



*SPECIAL
PRESENTATIONS*

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Casa de Esperanza, Inc.

- ◆ Domestic Violence Services
- ◆ Rape Crisis Services
- ◆ Community Education
- ◆ Children/Teen Programs

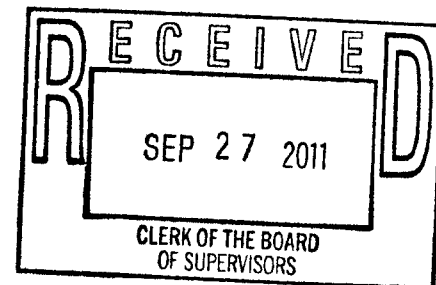


September 1, 2011

REQUESTED PROCLAMATIONS

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

Dear Honorable Board Members:



Our primary concern at Casa de Esperanza, Inc. is the personal safety of women and children in our community, and in larger sense the world. There is no room for domestic violence in Our Communities, Our State, Our Nation, Our World. This year all of us at Casa de Esperanza ask you to TAKE A STAND, VIOLENCE IS PREVENTABLE.

Each year we come before you and request your support in proclaiming October as Domestic Violence Awareness Month. Each year you have shown your support to the abused and battered women and children of our community through your proclamation. This year we again ask for your support. By working together as a team with our community, we hope to attain the goal of minimizing and eventually eliminating domestic violence, sexual assault, and child abuse.

We ask that your board help us kick off the beginning of the month by adopting a proclamation (example attached). We invite you to wear a purple ribbon and to hang purple ribbons on your home and from your car antenna or mirror during the month of October. This will be evidence of your personal commitment to ending the tragedy of domestic violence, as well as, support to those individuals and agencies that daily fight the battle against domestic violence.

We appreciate the support you have provided in the past and look forward to your continuing support in the future.

If you would like any additional information regarding domestic violence, or if you have any questions, please feel free to contact us at (530) 674-5400.

Sincerely,

Linda Hodges
Director, Client Services

THE COUNTY OF YUBA
BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

**DECLARING THE MONTH OF OCTOBER 2011
AS DOMESTIC VIOLENCE AWARENESS MONTH**

WHEREAS, in the County of Yuba, women, men, and children are victims of violence each year; and

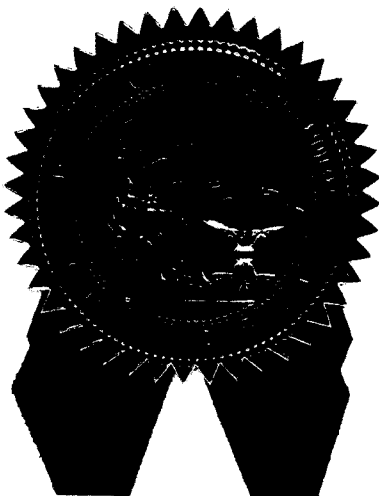
WHEREAS, the County of Yuba is committed to restoring our first civil rights, the right to freedom from fear in our own homes; and


WHEREAS, the problems of domestic violence are not confined to any group, groups of people, or sex, but cross all economic, racial, affectional preference, and social barriers, thereby affecting society as a whole; and

WHEREAS, in our quest to impose sanctions on those who break the law by perpetrating violence, we must also meet the needs of battered women, men, and their children who often suffer grave financial, physical, and psychological losses; and

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, and security, often leaving an imprint of fear and hostility.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED in recognition of the important work done by domestic violence programs, in cooperation with Casa De Esperanza, Inc., the Yuba County Board of Supervisors does hereby proclaim the month of October 2011 as Domestic Violence Awareness Month. We urge all citizens, agencies, and businesses to actively proclaim, **Take a Stand, Violence is Preventable**, and support the efforts of domestic violence prevention, intervention and treatment programs.




CHAIRMAN


CLERK OF THE BOARD OF SUPERVISORS

YUBA COUNTY

Digital

LAW LIBRARY

442-11

TO: Yuba County Board of Supervisors

FROM: Carl Lindmark, President, Yuba County Digital Law Library

SUBJECT: Yuba County Digital Law Library Annual Report FY 2010-2011

DATE: October 11, 2011

Recommendation:

Receive Yuba County Digital Law Library's Annual Report for fiscal year 2010-2011.

Background:

California Business and Professions Code Section 6349 requires the Law Library Board of Trustees, on or before the 15th day of October of each year, to present to the Board of Supervisors of the county in which the law library is maintained a report for the preceding fiscal year ending on the 30th day of June.

The report shall give the condition of the account, complete with financial information of receipts and expenditures, along with any other information that might be of interest.

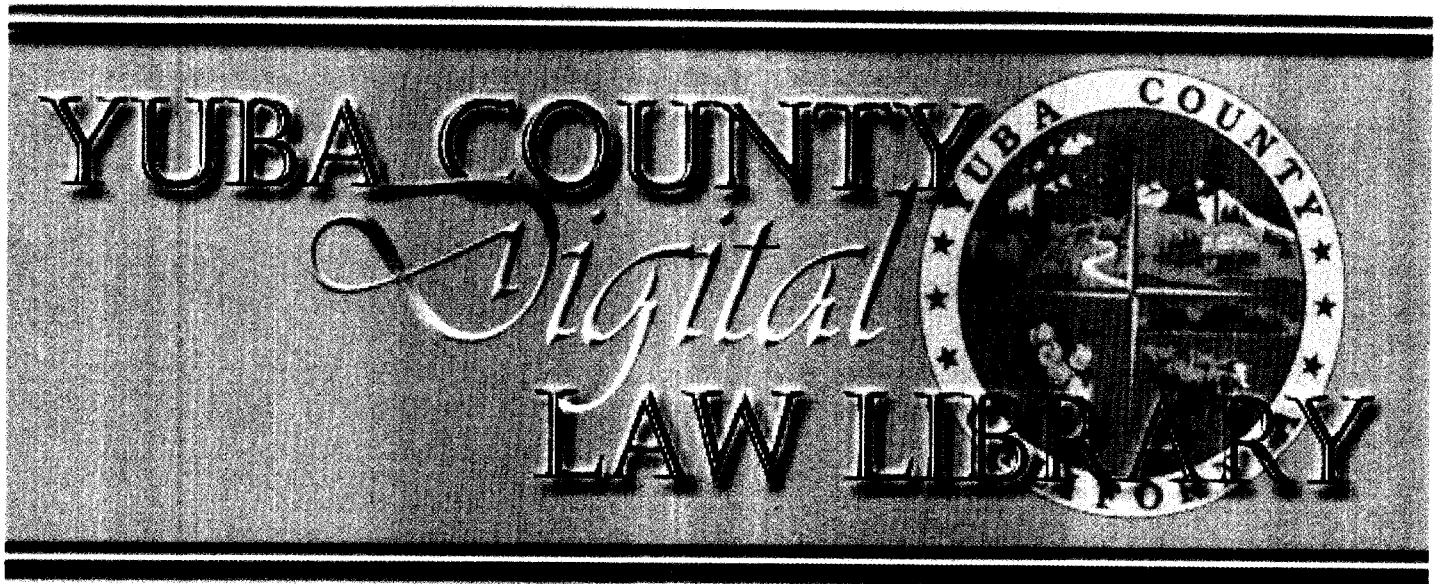
Discussion:

The Yuba County Digital Law Library respectfully presents to the Yuba County Board of Supervisors the Law Library 2010-2011 Annual Report. This report details the events and decisions that helped to carry out the Law Library's objective to make online legal research available to the residents of the County. The report also contains the financial information for fiscal year 2010-2011.

Fiscal Impact:

None.

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ANNUAL REPORT

FISCAL YEAR

2010 - 2011

INTRODUCTION

The Yuba County Digital Law Library is established under the authority of Chapter 5, Division 3, of the California Business & Professions Code, Sections 6300, et seq.

The following annual report for the fiscal year ending June 30, 2011 is prepared pursuant to the provisions of sections 6349 and 6350 of the California Business & Professions Code.

BOARD OF LAW LIBRARY TRUSTEES

Carl Lindmark, Esq., President

Mark Woods, Esq., Vice President

The Honorable Debra Givens

Christine Dehr, Esq.

Brenda Smith, Esq.

David Ashby, Esq.

Roxanna Gomez, Esq.

LAW LIBRARY SECRETARY

Ann-Marie Doersch, Paralegal

YUBA COUNTY DIGITAL LAW LIBRARY

Summary of Fiscal Year 2010 - 2011

GOALS OF THE BOARD OF TRUSTEES

“THE OBJECTIVE OF THE YUBA COUNTY LAW LIBRARY IS TO MAKE AVAILABLE TO ALL RESIDENTS OF THE COUNTY AN INNOVATIVE ONLINE LEGAL RESEARCH DATABASE TO ASSIST IN THE PERFORMANCE OF LEGAL RESEARCH AND PRACTICE.”

- Yuba County Digital Law Library Objective
Adopted October 2009

The Yuba County Digital Law Library (hereinafter “Law Library”) recognizes that the needs of the community and the methods of conducting legal research are forever changing. The Law Library’s objective is to provide a beacon for current service and future planning.

This report highlights the events and decisions that helped the Board carry out its objective and lay the foundation for exciting changes ahead.

LEGAL RESEARCH PROVIDERS

CEB

In September 2010, the Law Library approved renewing a one-year contract with OnLAW database, from California’s Continuing Education

of the Bar (CEB). OnLAW provides access to more than 140 of CEB's California practice guides. OnLAW's "libraries" organize the CEB guides by practice area, namely: business law; criminal law; estate planning; family law; litigation; and real property law.

The guides are complete and up-to-date online versions of CEB's print practice guides. They serve as an excellent resource for the community to conduct legal research.

In January 2011, the Yuba County Digital Law Library, in conjunction with representatives from CEB, hosted a CEB OnLAW training at the Yuba County Government Center. This informational session provided live instruction on how to efficiently use CEB's OnLAW and demonstrated how to search the CEB practice guides by word, case, statute and form.

WESTLAW

In February 2011, Board Member Christine Dehr provided the Board of Trustees with two proposals for additional legal research providers: Westlaw and LexisNexis. At the time, additional research was required to see if the submitted proposals included the 4th computer location.

Westlaw provided the additional information in regards to the price change of adding a fourth location and on February 16, 2011 the Board of Trustees accepted the Westlaw offer for legal research services provided to 4 computers and entered into a three year contract with Westlaw.

Westlaw provides the following content: California Core material (California Statutes Annotated; California Cases; California Court Rules- State, Federal and Local; California Attorney General Opinions;

California Administrative Code; California Journals and Law Reviews and Key Cite); California Federal Material (All District Court Cases; All Supreme Court Cases; 9th Circuit Cases and USCA); California Jurisprudence; Rutter California Practice Guide; Witkin and Miller & Starr.

ESSENTIAL FORMS

In February 2011, Martin Dean Essential Forms provided their software free of charge to be installed on all Law Library computers. Essential Forms provides every form issued by the Judicial Council, along with additional Non-Judicial Forms. Essential Forms also provides local forms. The forms are updated every January and July.

NOLO PRESS

In November 2010, Christine Dehr presented information to the Board regarding Nolo Press E-books. Nolo Press E-books make law accessible to everyone. These high-quality books help people find answers to their everyday legal and business questions.

A variety of e-book options were presented and a motion to purchase all of the submitted Nolo Press E-book titles was approved at the November 2010 meeting.

The e-books installed on all Law Library computers are: How to Probate an Estate in California; California Workers' Comp; Nolo's Guide to California Law; California Tenants' Rights; The California Landlord's Law Book (Rights & Responsibilities); The California Landlord's Law Book (Evictions); How to Change Your Name in California; Fight Your Ticket and Win in California; Everybody's Guide to Small Claims Court in California; Living Wills and Powers of Attorney for California; The Guardianship Book for California; Prenups for

Partners; California Mechanics' Lien Kit for Homeowners; and Win Your Lawsuit (Sue in California Superior Court without a Lawyer).

COMPUTERS AND EQUIPMENT

The Yuba County Digital Law Library has the following equipment located at the following sites:

Government Center-

- 1 Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag # 3MHWNK1 located in Lorena Procsal's cubicle.
- 1 Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag # 2MHWNK1 in place for Public access in the lobby.
- 1 Hewlett Packard, LaserJet P2055dn printer, Serial number# CNB9P80968 in place for Public use in the lobby.

Courthouse-

- 1 Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag #1MHWNK1 in Attorney's lounge on the 2nd floor.
- 1 Hewlett Packard, LaserJet P2055dn printer, Serial number# CNB9919435 in Attorney Room on the 2nd floor.

Yuba County Library-

- 1 Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag #4MHWNK1 between two Public use computers (G & H).

Ponderosa Community Center-

- 1 Dell Optiplex 960 Core Duo @3.16GHz, 4GB RAM, Service Tag # 3MHWNK1 located in Lorena Procsal's cubicle.
- HP Jetdirect EW2500 802.11g Printer Server, Serial number/Security ID:CNOB4C80E6
- HP LaserJet P2055dn Printer, Serial Number/Security ID: CNBJ631094

There are a total of 4 computers with monitors and accessories and 3 printers. Locks have been purchased for computers.

YUBA COUNTY DIGITAL LAW LIBRARY LOCATIONS

At the start of the 2010 fiscal year, three Law Library locations were already established. Computers were operational at the Yuba County Public Library, the Courthouse Attorney Room and the Yuba County Government Center.

In March 2011, the Board of Trustees stated they would like Secretary Doersch to begin researching a 4th computer location.

A comprehensive report detailing the potential locations drafted by Secretary Doersch and the technological report of the potential locations drafted by Lorena Procsal, Information Technology, was submitted to the Board of Trustees on April 22, 2011

In June 2011, the Board of Trustees approved the Ponderosa Community Center, located at 17103 Ponderosa Way, Brownsville, CA, as the 4th Law Library Location.

At the end of the 2010-2011 fiscal year, the three selected locations had computers that were functional and available to the community. The fourth location has been selected, a printer has been purchased and an MOU is currently being drafted.

FINANCES

Finances for the 2010-2011 fiscal year were submitted and reported monthly in the financial reports of the Secretary of the Board of Law Library Trustees.

Attached is the financial statement summary and detailed report for fiscal year 2010-2011.

FUTURE GOALS

The Board of Trustees looks forward to the future of the Yuba County Digital Law Library. The need for legal resources to be available to all citizens of Yuba County is imperative. With multiple locations in Marysville and one in Brownsville, the Board would like to focus on placement of computer terminals in Wheatland and Plumas Lake.

Additionally, in the upcoming fiscal year the Board of Trustees would like to create more advertising so that Yuba County residents are aware that these resources are available to them. Along with advertising to raise awareness of the resources available, the Board of Trustees would like to create a website detailing all the Yuba County Digital Law Library has to offer.

Finally, the Board of Trustees look forward to offering more trainings similar to the CEB OnLAW training that was offered in January

2011. This would include trainings from both Westlaw and CEB OnLAW and these trainings would be offered at different areas around Yuba County.

CONCLUSION

A County Law Library is an individual's "first step" in accessing justice. The Yuba County Digital Law Library strives to serve the community by providing an easy way for the public to find assistance to guide them through their legal issues. The Law Library also strives to serve attorneys by providing access to tools to best represent their clients. The accomplishments during Fiscal Year 2010-2011 succeeded in fulfilling the objective of the Yuba County Digital Law Library. The Board of Trustees looks forward to continuing this progress in the upcoming fiscal year.

YUBA COUNTY DIGITAL LAW LIBRARY
FINANCIAL STATEMENT FOR FISCAL YEAR 2010-2011

SUMMARY:

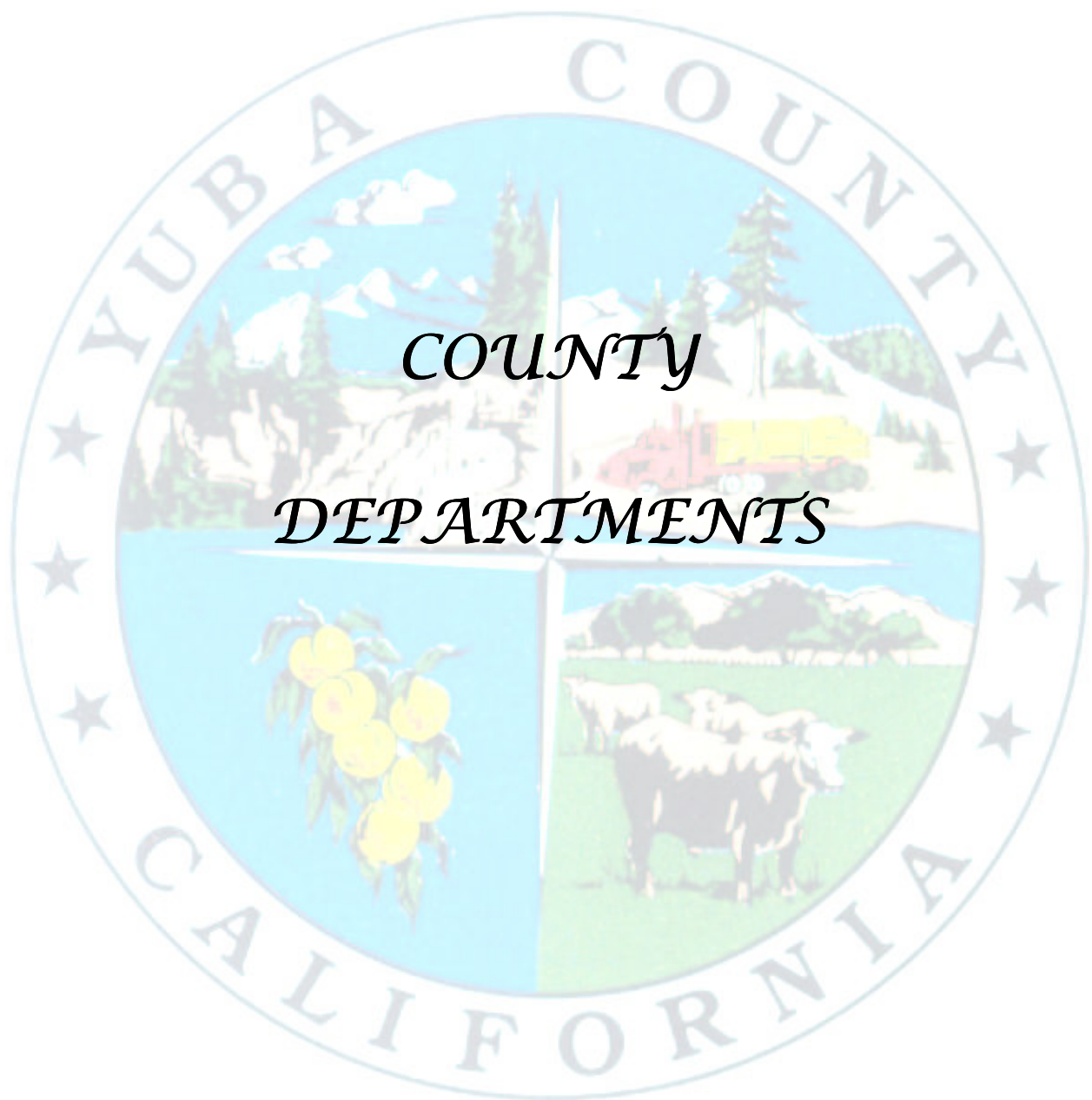
BALANCE JULY 1, 2010	\$	121,280.56
Receipts	\$	28,519.85
SUBTOTAL	\$	149,800.41
Total Disbursements/Deductions	\$	19,381.45
BALANCE JUNE 30, 2011	\$	130,418.96

YUBA COUNTY DIGITAL LAW LIBRARY
FINANCIAL STATEMENT DETAIL - RECEIPTS

Court Filing Fees		\$ 25,735.95
Other		\$ 2,783.90
Interest	2,104.99	
Disbursement Delinquent Shasta Co.	14.91	
Disbursement Superior Court	14.00	
Payroll Errors	650.00	
TOTAL RECEIPTS		\$ 28,519.85

YUBA COUNTY DIGITAL LAW LIBRARY
FINANCIAL STATEMENT DETAIL - DISBURSEMENTS

Library Resources		\$ 2,324.44
CEB OnLaw Subscription (1 year)	\$ 1015.00	
Westlaw (Services Provided to 4 Computers)	1,309.44	
Personnel		\$ 3,550.00
Payroll	\$ 3,550.00	
Equipment and IT Services		\$ 12,900.19
IT Billing	\$ 12,886.25	
Walmart (Computer Locks)	13.94	
Other		\$ 606.82
Cost of Collections	\$ 7.42	
Comcast	599.40	
TOTAL EXPENDITURES		\$ 19,381.45



COUNTY
DEPARTMENTS

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendoff, County Administrator
From: Doug McCoy, Director, Administrative Services
Date: October 11, 2011
Re: Timber Harvest Plan for County 4H property

Recommendation

Approve the Timber Harvest Plan* to allow submission to Cal Fire and the State to prepare for and ultimately allow timber harvesting on the County's 4H Camp property in Dobbins. And further approve the attached budget transfer to fund the development of said Plan.

* Document is quite large and available for review in the Board Office.

Background

The County has a contractual relationship with Applied Forest Management (AFM) as our timber manager on the 4H Camp property. We have allowed AFM to conduct limited timber harvesting on select portions of our camp property in Dobbins in areas that do not impact the campers. All proceeds from these harvests go towards capital improvement on the Camp.

Discussion

Before any timber harvesting can take place, we must file a Timber Harvest Plan with the State. This authorization by the County as the landowner to submit the plan for Cal Fire and State review begins the filing process.

Our previous Timber Harvest Plan has lapsed, and no harvesting has gone on for at least three years due to the suppressed timber market. Given that the market is beginning to 'pick up' we felt it was time to reestablish a Plan.

Committee Impact

Due to the necessary timeliness to submit the Plan, the item has been brought directly to the Board for review and consideration.

Financial Impact

All proceeds (less administrative costs) are placed in the 4H Holding Fund for purposes of capital improvement on the 4H Camp. The cost to develop the plan, \$2405.94 shall be funded from the same 4H fund. After this payment, \$65,039 remains in the fund.

Highlights of the Timber Harvest Plan for the Yuba County 4H Camp property

In general this is the plan to define areas of proposed timber harvest. Areas of focus are away from current camp area, and out of sight of current camp areas. Primary reasons for conducting a harvest are for forest health, fire safety, reduction of overstory to allow for forest regeneration, and of course reaping new funding for the 4H Camp capital improvement.

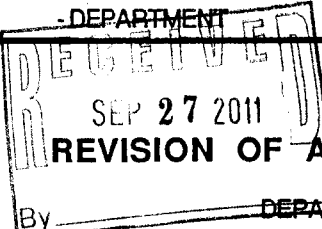
Key Points of the Plan:

- The finalized plan, once approved by Cal Fire and Department of Forestry, constitutes the authorization to begin to harvest trees on our property.
- It includes authorization of the Director of Forestry or his/her designee to enter our premises to check for compliance with the Plan
- The document itself was created and assembled by Applied Forest Management under contract to the County.
- It authorizes our partner, Applied Forest Management (APF) as our Regional Professional Forester (RPF) to select a Licensed Timber Operator (LTO) to conduct the actual harvest. The LTO will be selected at the time actual harvest is to begin.
- The actual Plan includes clear cutting of 10 acres and 'sanitation / salvage' of the remaining areas; meaning they can remove deadwood, hazardous trees, etc.
- The Plan defines the harvesting practices to be followed, proper erosion control, drainage, equipment to be used, potential hazards, seasonal considerations, road work allowed, biological and cultural impacts, etc.
- It will also describe the general conditions of the plan site.
 - Alternatives are discussed to doing the traditional harvest; such as do we do nothing and let the forest age naturally or might we consider another use such as for grazing land (by not replanting etc.) or other development.
- Proposed impacts and their mitigations are discussed
- A CEQA analysis is considered
- The proposed plan was communicated to all surrounding landowners
- The required carbon accounting to result from actual harvest is also included
- And a confidential archeological survey report of the property is included
 - To preserve and protect the sanctity of these archeological sites, this section of the report shall be considered confidential.

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

AUDITOR - CONTROLLER TRANSFER NO. _____

Bladen



COUNTY OF YUBA

DATE: September 20 11

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

By _____ DEPARTMENT _____

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

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

ACCOUNT NO.	NAME	AMOUNT
101-0000-372-99-01		2405.94

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-1800-410-23-00		2405.94
0101-411-52-40		
(4HCAMP BOSSPL)		

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
274 4H holding fund	2405.94

FUNDS TO BE INCREASED:

FUND	AMOUNT
101 General	2405.94

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER:

SEP 28 2011

COUNTY OF YUBA
AUDITOR - CONTROLLER

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

COB

☒ COUNTY ADMINISTRATOR

Signature

Date

Robert Bendory 9-28-11 Director, Administrative Services

TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

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The County of Yuba

OFFICE OF THE COUNTY COUNSEL

915 8th Street, Suite 111
Marysville, California 95901



ANGIL P. MORRIS-JONES
COUNTY COUNSEL

PATRICIA L. GARAMONE
CHIEF DEPUTY


MARIA BRYANT-POLLARD
DEPUTY

CHRISTINE S. DEHR
DEPUTY

425-11 THOMAS E. FORAN
DEPUTY

(530) 749-7565
FAX (530) 749-7513

TO: Yuba County Board of Supervisors

FROM: Angil P. Morris-Jones, County Counsel 

DATE: September 27, 2011
Matter Continued from Board Meeting of September 14, 2010

SUBJECT: Fellowship of Friends Claim For Refund Of Property Taxes

RECOMMENDED ACTION:

Deny all eight Claims for Refund of Property Taxes as the claimant fails to state any legal reason for granting the claims for refund as required by the California Revenue and Taxation Code.

DISCUSSION:

This matter came before you at your September 14, 2010 Board of Supervisors' Meeting. The matter before you consists of eight separate petitions filed by the Fellowship of Friends as Claims for Refund of Property Taxes for 2006-2009 (Secured and Unsecured).

On September 14, 2010, a representative of the claimant appeared at your meeting and requested that all eight Claims for Refund of Property Taxes were pulled in order for the Fellowship of the Friends to amend them.

It has been over a year since the claims were pulled off your Agenda for action. To this date the claims have not been amended nor have they been withdrawn. As it has been over a year without any contact as it relates to amending their claims, the Board is advised to take action on the claims as filed.

The California Revenue and Taxation Code provides that a taxpayer may petition the Board of Supervisors for a refund of property taxes that have been paid. However, the Board of Supervisors is only empowered to grant such taxpayer's claim for refund of property taxes when the claimant has stated one of the statutory reasons for granting the claimed refund. The reason stated by the Fellowship of Friends in paragraph 7 of each of their written petitions is:

"To keep statute of limitation open for any future refunds that may arise from property tax Exemption."

The reason cited hereinabove by the Fellowship of Friends **is not one** of the legal reasons provided by statute in the California Revenue and Taxation Code. Therefore, pursuant to the statute, in this circumstance **no order for a refund can be granted by the Board of Supervisors.**

FISCAL IMPACT:

The total amount of the eight claims for refund of property taxes is \$572,338. Such claims are as follows:

<u>TAXES CLAIMED</u>	<u>SITUS ADDRESS</u>	<u>TAX YEAR</u>	<u>REFUND REQUESTED</u>
1. Secured	12607 Rices Crossing Rd. Oregon House, CA 95962	2006	\$31,579.00
2. Secured	12607 Rices Crossing Rd Oregon House, CA 95962	2007.	\$32,408.00
3. Secured	12607 Rices Crossing Rd. Oregon House, CA 95962	2008	\$33,122.00
4. Secured	12607 Rices Crossing Rd. Oregon House, CA 95962	2009	\$36,005.00
5. Unsecured	12607 Rices Crossing Rd. Oregon House, CA 95962	2006	\$113,483.00
6. Unsecured	12607 Rices Crossing Rd. Oregon House, CA 95962	2007	\$113,653.00
7. Unsecured	12607 Rices Crossing Rd. Oregon House, CA 95962	2008	\$107,163.00
8. Unsecured	12607 Rices Crossing Rd. Oregon House, CA 95962	2009	<u>\$104,925.00</u> -----
TOTAL AMOUNT OF CLAIMS FOR REFUND:			\$572,338.00

COUNTY OF YUBA
Board of Supervisors

"CLAIM FOR REFUND OF PROPERTY TAXES"

AUG 24 2010

* Mandatory Fields

1. Assessee: Fellowship of Friends
- 2.* Claimant Name: Fellowship of Friends
- 3.* Claimant Mailing Address: P.O. Box 100
Oregon House, CA 95962
- 4.* Telephone: (530) 692-2222 ext. 8217
- 5.* Secured: Map Book 048 Page 260 Parcel 008
Year(s) & /Sequence #(s) 2006
- Unsecured: Bill#(s): _____
Year(s) & /Sequence #(s) _____
6. Situs address: 12607 Rices Crossing Rd.
Oregon House, CA 95962
7. Reason for refund claim: To keep statute of limitations open for any future refunds that may arise from property tax
Exemption
8. Amount of tax claim (if known): \$ 31,579
9. Amount of penalty claim (if known): \$
10. Total amount of claim (if known): \$ 31,579

11. Proof of payment enclosed ☐

I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.

- 12.* Signature: Gregory Holman *Date: 8-24-2010
13. Title (if applicable): President

If claim is for a company, person signing must show title (see reverse side for further instructions)

THIS FORM IS TO BE SIGNED, DATED AND RETURNED WITH PROOF OF PAYMENT FOR THE TAX YEAR(S) FOR WHICH REFUND IS CLAIMED TO:

Clerk of the Board Of Supervisors
County of Yuba
215 5th St. - Third Floor
Marysville, CA 95901
Phone: (530) 741-6221

FOR OFFICIAL USE ONLY

Origination of Claim:

- ☐ Assessment Appeals ☐ Exemptions
- ☐ Tax Collector ☐ Ownership

COUNTY OF YUBA
Board of Supervisors

"CLAIM FOR REFUND OF PROPERTY TAXES"

AUG 24 2010

* Mandatory Fields

1. Assessee: Fellowship of Friends
- 2.* Claimant Name: Fellowship of Friends
- 3.* Claimant Mailing Address: P.O. Box 100
Oregon House, CA 95962
- 4.* Telephone: (530) 692-2222 ext. 8217
- 5.* Secured: Map Book 048 Page 260 Parcel 008
Year(s) & /Sequence #(s) 2007
- Unsecured: Bill#(s): _____
Year(s) & /Sequence #(s) _____
6. Situs address: 12607 Rices Crossing Rd.
Oregon House, CA 95962
7. Reason for refund claim: To keep statute of limitations open for any future refunds that may arise from property tax
Exemption
8. Amount of tax claim (if known): \$ 32,408
9. Amount of penalty claim (if known): \$
10. Total amount of claim (if known): \$ 32,408

11. Proof of payment enclosed ☐

I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.

12.* Signature: Gregory HoCman *Date: 8-24-2010

13. Title (if applicable): President

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THIS FORM IS TO BE SIGNED, DATED AND RETURNED WITH PROOF OF PAYMENT FOR THE TAX YEAR(S) FOR WHICH REFUND IS CLAIMED TO:

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215 5th St. - Third Floor
Marysville, CA 95901
Phone: (530) 741-6221

FOR OFFICIAL USE ONLY

Origination of Claim:

- ☐ Assessment Appeals ☐ Exemptions
- ☐ Tax Collector ☐ Ownership

**COUNTY OF YUBA
Board of Supervisors**

"CLAIM FOR REFUND OF PROPERTY TAXES"

*** Mandatory Fields**

1. Assessee: Fellowship of Friends
- 2.* Claimant Name: Fellowship of Friends
- 3.* Claimant Mailing Address: P.O. Box 100
Oregon House, CA 95962
- 4.* Telephone: (530) 692-2222 ext. 8217
- 5.* Secured: Map Book 048 Page 260 Parcel 008
Year(s) & /Sequence #(s) 2008
- Unsecured: Bill#(s): _____
Year(s) & /Sequence #(s) _____
6. Situs address: 12607 Rices Crossing Rd.
Oregon House, CA 95962
7. Reason for refund claim: To keep statute of limitations open for any future refunds that may arise from property tax Exemption
8. Amount of tax claim (if known): \$ 33,122
9. Amount of penalty claim (if known): \$
10. Total amount of claim (if known): \$ 33,122

11. Proof of payment enclosed ☐

I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.

- 12.* Signature: Oregory Holman *Date: 8-24-2010
13. Title (if applicable): President

If claim is for a company, person signing must show title (see reverse side for further instructions)

THIS FORM IS TO BE SIGNED, DATED AND RETURNED WITH PROOF OF PAYMENT FOR THE TAX YEAR(S) FOR WHICH REFUND IS CLAIMED TO:

Clerk of the Board Of Supervisors
County of Yuba
215 5th St. - Third Floor
Marysville, CA 95901
Phone: (530) 741-6221

FOR OFFICIAL USE ONLY

Origination of Claim:

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> Assessment Appeals | <input type="checkbox"/> Exemptions |
| <input type="checkbox"/> Tax Collector | <input type="checkbox"/> Ownership |

COUNTY OF YUBA
Board of Supervisors

"CLAIM FOR REFUND OF PROPERTY TAXES"

AUG 24 2010

* Mandatory Fields

1. Assessee: Fellowship of Friends
- 2.* Claimant Name: Fellowship of Friends
- 3.* Claimant Mailing Address: P.O. Box 100
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- 4.* Telephone: (530) 692-2222 ext. 8217
- 5.* Secured: Map Book 048 Page 260 Parcel 008
Year(s) & /Sequence #(s) 2009
- Unsecured: Bill#(s): _____
Year(s) & /Sequence #(s) _____
6. Situs address: 12607 Rices Crossing Rd.
Oregon House, CA 95962
7. Reason for refund claim: To keep statute of limitations open for any future refunds that may arise from property tax
Exemption
8. Amount of tax claim (if known): \$ 36,005
9. Amount of penalty claim (if known): \$ _____
10. Total amount of claim (if known): \$ 36,005

11. Proof of payment enclosed ☐

I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.

12.* Signature: Gregory Holman *Date: 8-24-2010

13. Title (if applicable): President

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215 5th St. - Third Floor
Marysville, CA 95901
Phone: (530) 741-6221

FOR OFFICIAL USE ONLY

Origination of Claim:

- ☐ Assessment Appeals ☐ Exemptions
- ☐ Tax Collector ☐ Ownership

COUNTY OF YUBA
Board of Supervisors

"CLAIM FOR REFUND OF PROPERTY TAXES"

*** Mandatory Fields**

1. Assessee: Fellowship of Friends
- 2.* Claimant Name: Fellowship of Friends
- 3.* Claimant Mailing Address: P.O. Box 100
Oregon House, CA 95962
- 4.* Telephone: (530) 692-2222 ext. 8217
- 5.* Secured: Map Book _____ Page _____ Parcel _____
Year(s) & /Sequence #(s) _____
- Unsecured: Bill#(s): 800-001-869
Year(s) & /Sequence #(s) 2006
6. Situs address: 12607 Rices Crossing Rd.
Oregon House, CA 95962
7. Reason for refund claim: To keep statute of limitations open for any future refunds that may arise from property tax
Exemption
8. Amount of tax claim (if known): \$ 113,483
9. Amount of penalty claim (if known): \$ _____
10. Total amount of claim (if known): \$ 113,483

11. Proof of payment enclosed ☐

I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.

12.* Signature: Gregory Holman *Date: 8-24-2010

13. Title (if applicable): President

If claim is for a company, person signing must show title (see reverse side for further instructions)

THIS FORM IS TO BE SIGNED, DATED AND RETURNED WITH PROOF OF PAYMENT FOR THE TAX YEAR(S) FOR WHICH REFUND IS CLAIMED TO:

Clerk of the Board Of Supervisors
County of Yuba
215 5th St. - Third Floor
Marysville, CA 95901
Phone: (530) 741-6221

FOR OFFICIAL USE ONLY

Origination of Claim:

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> Assessment Appeals | <input type="checkbox"/> Exemptions |
| <input type="checkbox"/> Tax Collector | <input type="checkbox"/> Ownership |

COUNTY OF YUBA
Board of Supervisors

"CLAIM FOR REFUND OF PROPERTY TAXES"

AUG 24 2010

CLERK OF THE BOARD
OF SUPERVISORS

* Mandatory Fields

1. Assessee: Fellowship of Friends
- 2.* Claimant Name: Fellowship of Friends
- 3.* Claimant Mailing Address: P.O. Box 100
Oregon House, CA 95962
- 4.* Telephone: (530) 692-2222 ext. 8217
- 5.* Secured: Map Book _____ Page _____ Parcel _____
Year(s) & /Sequence #(s) _____
- Unsecured: Bill#(s): 800-001-869
Year(s) & /Sequence #(s) 2007
6. Situs address: 12607 Rices Crossing Rd.
Oregon House, CA 95962
7. Reason for refund claim: To keep statute of limitations open for any future refunds that may arise from property tax
Exemption
8. Amount of tax claim (if known): \$ 113,653
9. Amount of penalty claim (if known): \$ _____
10. Total amount of claim (if known): \$ 113,653

11. Proof of payment enclosed ☐

I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.

- 12.* Signature: Gregory H. Cman *Date: 8-24-2010
13. Title (if applicable): Resident

If claim is for a company, person signing must show title (see reverse side for further instructions)

THIS FORM IS TO BE SIGNED, DATED AND RETURNED WITH PROOF OF PAYMENT FOR THE TAX YEAR(S) FOR WHICH REFUND IS CLAIMED TO:

Clerk of the Board Of Supervisors
County of Yuba
215 5th St. - Third Floor
Marysville, CA 95901
Phone: (530) 741-6221

FOR OFFICIAL USE ONLY

Origination of Claim:

- ☐ Assessment Appeals ☐ Exemptions
☐ Tax Collector ☐ Ownership

**COUNTY OF YUBA
Board of Supervisors**

"CLAIM FOR REFUND OF PROPERTY TAXES"

*** Mandatory Fields**

1. Assessee: Fellowship of Friends
- 2.* Claimant Name: Fellowship of Friends
- 3.* Claimant Mailing Address: P.O. Box 100
Oregon House, CA 95962
- 4.* Telephone: (530) 692-2222 ext. 8217
- 5.* Secured: Map Book _____ Page _____ Parcel _____
Year(s) & /Sequence #(s) _____
- Unsecured: Bill#(s): 800-001-869
Year(s) & /Sequence #(s) 2008
6. Situs address: 12607 Rices Crossing Rd.
Oregon House, CA 95962
7. Reason for refund claim: To keep statute of limitations open for any future refunds that may arise from property tax
Exemption
8. Amount of tax claim (if known): \$ 107,163
9. Amount of penalty claim (if known): \$ _____
10. Total amount of claim (if known): \$ 107,163

11. Proof of payment enclosed ☐

I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.

12.* Signature: Gregory K. Gmca *Date: 8-24-2010

13. Title (if applicable): President

If claim is for a company, person signing must show title (see reverse side for further instructions)

THIS FORM IS TO BE SIGNED, DATED AND RETURNED WITH PROOF OF PAYMENT FOR THE TAX YEAR(S) FOR WHICH REFUND IS CLAIMED TO:

Clerk of the Board Of Supervisors
County of Yuba
215 5th St. - Third Floor
Marysville, CA 95901
Phone: (530) 741-6221

FOR OFFICIAL USE ONLY

Origination of Claim:

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> Assessment Appeals | <input type="checkbox"/> Exemptions |
| <input type="checkbox"/> Tax Collector | <input type="checkbox"/> Ownership |

COUNTY OF YUBA
Board of Supervisors

"CLAIM FOR REFUND OF PROPERTY TAXES"

*** Mandatory Fields**

1. Assessee: Fellowship of Friends
- 2.* Claimant Name: Fellowship of Friends
- 3.* Claimant Mailing Address: P.O. Box 100
Oregon House, CA 95962
- 4.* Telephone: (530) 692-2222 ext. 8217
- 5.* Secured: Map Book _____ Page _____ Parcel _____
Year(s) & /Sequence #(s) _____
- Unsecured: Bill#(s): 800-001-869
Year(s) & /Sequence #(s) 2009
6. Situs address: 12607 Rices Crossing Rd.
Oregon House, CA 95962
7. Reason for refund claim: To keep statute of limitations open for any future refunds that may arise from property tax
Exemption
8. Amount of tax claim (if known): \$ 104,925
9. Amount of penalty claim (if known): \$ _____
10. Total amount of claim (if known): \$ 104,925

11. Proof of payment enclosed ☐

I hereby certify and declare under penalty of perjury that the foregoing is true and correct that the tax amount sought to be refunded was paid within four years prior to filing this demand; that the amounts herein claimed are correct and no part thereof has heretofore been refunded to this claimant or to any other person for his benefit; and, if acting on behalf of a corporation, that I am duly authorized to act on their behalf, and that the title shown is true and correct.

12.* Signature: Negory H. Oman *Date: 8-24-2010

13. Title (if applicable): President

If claim is for a company, person signing must show title (see reverse side for further instructions)

THIS FORM IS TO BE SIGNED, DATED AND RETURNED WITH PROOF OF PAYMENT FOR THE TAX YEAR(S) FOR WHICH REFUND IS CLAIMED TO:

Clerk of the Board Of Supervisors
County of Yuba
215 5th St. - Third Floor
Marysville, CA 95901
Phone: (530) 741-6221

FOR OFFICIAL USE ONLY

Origination of Claim:

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> Assessment Appeals | <input type="checkbox"/> Exemptions |
| <input type="checkbox"/> Tax Collector | <input type="checkbox"/> Ownership |

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



444-11

749-5440 • Fax 749-5464

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

October 11, 2011

TO: BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: APPROVAL OF COUNTY CONTRIBUTION TO 5TH STREET BRIDGE MAJOR MAINTENANCE PROJECT CONSISTING OF INSTALLING A MEDIAN SAFETY BARRIER

RECOMMENDATION:

That the Board of Supervisors approve the County's contribution of its share of costs, estimated at \$45,000, for the installation of a median safety barrier on the 5th Street Bridge, and approve the associated budget amendment.

BACKGROUND:

In March 1990, a joint resolution was adopted by the two counties and two cities outlining each jurisdiction's maintenance responsibilities related to the Fifth Street Bridge. Any "major" maintenance costs that may be required are borne equally by all four jurisdictions (2 Counties and 2 Cities). The jurisdiction acting as the lead agency for routine maintenance is also responsible for managing "major" maintenance projects. Yuba City presently has lead agency responsibility for maintenance and has proposed the installation of a median safety barrier to assist in separating east and west bound traffic and reduce the potential for head-on collisions.

DISCUSSION:

Per the joint resolution, the two Cities and two Counties must all agree to any major maintenance projects. Sufficient funding is included in each local agency's capital outlay fund to cover the cost of the project. Staff is supportive of the proposed project and funding request.

COMMITTEE ACTION:

The Land Use & Public Works Committee reviewed this item and recommended its approval.

FISCAL IMPACT:

Funding will be from the restricted 5th Street Major Maintenance Fund (Capital Outlay Fund) that the County has maintained as a requirement of the joint resolution.

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

RECEIVED

SEP 20 2011

COUNTY OF YUBA

DATE: October 4 2011

REQUEST FOR TRANSFER OR

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT BOARD OF SUPERVISORS - SPECIAL

COUNTY OF YUBA
AUDITOR - CONTROLLER

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

BUDGET OR ESTIMATED REVENUE

☐ ESTIMATED REVENUE INCREASED

☒ APPROPRIATION DECREASED

ACCOUNT NO.	NAME	AMOUNT
101-6900-410-71-02		45,000
5TH STREET BRIDGE CONTINGENCY		

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
101-0101-411-23-07		45,000
5TH STREET BRIDGE		

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT

FUNDS TO BE INCREASED:

FUND	AMOUNT

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: COUNTY CONTRIBUTION TO 5TH STREET BRIDGE MAJOR MAINTENANCE PROJECT CONSISTING OF INSTALLING A MEDIAN SAFETY BARRIER

APPROVED:

☐ AUDITOR - CONTROLLER

Signature

Date

Signature

DEPARTMENT OR PUBLIC OFFICIAL

☒ COUNTY ADMINISTRATOR

Signature

Date

COR / PUBLIC WORKS DIR.

TITLE

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

AUDITOR - CONTROLLER

Approved:

BOARD OF SUPERVISORS

Auditor/Controller, Dean E. Sellers

Clerk of the Board

Date

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

October 4, 2011



445-11

749 .616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

PARKS AND RECREATION
749-5430 • Fax 749-5434

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: ACQUISITION OF REAL PROPERTY AT 4667 SKYWAY DRIVE, OLIVEHURST (APN 013-560-050) FOR THE PRIMARY CORPORATION YARD

RECOMMENDATION:

- Adopt the attached resolution authorizing the Public Works Director to complete the purchase, including the execution of any necessary documents subject to County Counsel review, of APN 013-560-050 for the purchase price of \$225,000.
- Designate property to be purchased along with adjacent 2.5 acre parcel (APN 013-560-051) currently owned by the County for use as the County's primary corporation yard.

BACKGROUND:

The County has been in search of a suitable corporation yard for the Public Works Department as the current facility no longer suits our needs.

DISCUSSION:

The subject property is 2.5 acres in size, is located in the airport industrial area, and has an incomplete 9,600 square foot shell building. The property also has approximately \$50,000 in various impact fees and hookup fees already paid, which only increases the value of the property and enhances the good deal the County is getting at this purchase price.

The County currently owns the adjacent 2.5 acre parcel (APN 013-560-051). The two parcels together will be an appropriate size to suit the needs of the Public Works Department. Although we do not currently have all the necessary funds to complete construction of the corporation yard, we would like to take advantage of the availability of the subject property as well as the depressed real estate prices, to acquire the property now and position us to be ready to finish building the corporation yard when sufficient funding becomes available.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as direction for this item was previously provided by your Board.

FISCAL IMPACT:

\$230,000 from the Road Fund to cover the cost of acquisition, including title/escrow fees, and other miscellaneous costs such as weed abatement, if needed. The Road Fund shall be reimbursed from the Countywide Capital Facilities Fee Trust Fund (Trust 182) when said reimbursement monies become available.

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

**RESOLUTION AUTHORIZING THE)
PURCHASE OF REAL PROPERTY)
(APN 013-560-050) FROM CITIZENS BANK)
OF NORTHERN CALIFORNIA AND)
AUTHORIZING THE PUBLIC WORKS)
DIRECTOR TO EXECUTE ALL)
DOCUMENTS REQUIRED TO FINALIZE)
THE PURCHASE OF THE REAL PROPERTY)
_____)**

RESOLUTION NO. _____

WHEREAS, Citizens Bank of Northern California owns the real property located at 4667 Skyway Drive, Olivehurst, California (APN 013-560-050), and said property is currently listed for sale; and

WHEREAS, the property is located and, together with the adjacent parcel (APN 013-560-051) which is currently owned by the county, is of sufficient size to work as the primary County corporation yard, meeting the needs of the Public Works Department; and

WHEREAS, the Board has previously approved the Public Works Director to make, and he has made, a purchase offer to the current owner of the property (APN 013-560-050), which has been accepted; and

WHEREAS, purchase costs will be covered temporarily by the Road Fund with future reimbursement from the Countywide Capital Facilities Fee Trust Fund (Trust 182) when said reimbursement monies become available; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes the Public Works Director to consummate the purchase of APN 013-560-050, and execute any and all documents needed to complete the purchase/escrow,

for the property including but not limited to, the signing of the documents necessary to finalize the purchase of the real property, subject to County Counsel review and approval.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Roger Abe, Chairman of the Board

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

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

By: Angil P. Morris-Jones



YUBA-SUTTER UNITED WAY

1521 Butte House Road, Ste. C Yuba City, CA 95993

Phone (530) 743-1847 Fax (530) 743-0193

www.Yuba-SutterUnitedWay.org

Tax ID: 94-1668459

446-11

MEMBER AGENCIES

Beale AFB Youth Program

Boy Scouts of America

Casa de Esperanza

Central Valley Homeless

Veterans Assistance Program

The Compassionate Friends

Craftsmen for Christ

Family Soup

FREED Center for
Independent Living

Girl Scouts
Heart of Central California

Live Oak Child Care Center

NorCal Services for the
Deaf and Hard of Hearing

Pathways

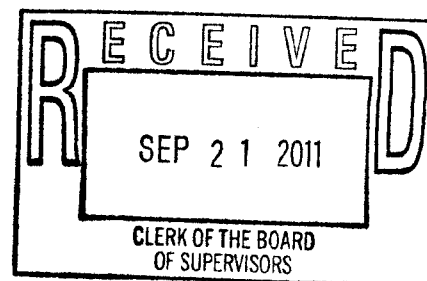
Salvation Army
Yuba-Sutter Command

Yuba-Sutter Legal
Center for Seniors

Yuba-Sutter School
Based Health Clinics

September 20, 2011

Yuba County Board of Supervisors
County Clerk
915 8th Street
Marysville, CA 95991



Dear Community Partners,

Thank you so much for your part in making the 2011 Yuba-Sutter United Way Community Fair and Kick-off a success!

We observed smiling faces on children eating ice cream provided by Umpqua bank, adults brave enough to try the hula hoops, the talented string players from Marysville Charter Academy and the Yuba-Sutter United Way Board members preparing and serving food to all that attended. We were excited to have 38 non-profit organizations represented as well as the Marysville Fire Department and Walgreens. Over 350 people attended our annual event. We thank you for your support by waiving the fee for the county permit.

AFFILIATE AGENCIES

Allyn Scott Youth Center

American Red Cross of
Northeastern California

Big Brothers Big Sisters of the
Greater Sacramento Area

Butchie's Pool

Christian Assistance Network (C.A.N.)

Families for Early Autism Treatment, INC

Feather River Men's Center

Hands of Hope

Harmony Health Family Resource Center

Iles Academy of Golf

Mental Health America

Shady Creek Outdoor
Education Foundation, INC

Yuba-Sutter Children with Type 1 Diabetes
Support Group and Resource Center

Yuba-Sutter Gleaners Food Bank, INC

Yuba-Sutter Regional Arts Council

As we kick-off our 2011-12 United Way Campaign, we feel confident our community sees the great work our local non-profit groups are doing and will respond by giving their support.

Sincerely,

Caitlyn Zeller Stephen
Executive Director
Yuba-Sutter United Way

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

EDMUND G. BROWN, JR

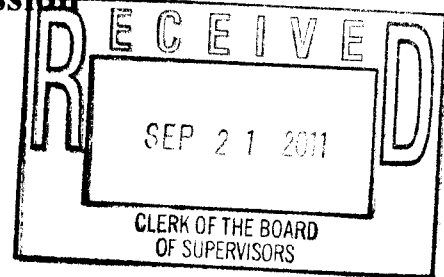


446-11
Sonke Mastrup
1416 Ninth Street
Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
(916) 653-5040 Fax
fgc@fgc.ca.gov

STATE OF CALIFORNIA

Fish and Game Commission

September 20, 2011



TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a copy of the notice of proposed emergency regulatory action relating to the recreational take of abalone.

The Commission adopted this emergency regulation at its September 15, 2011 meeting. It is anticipated that the emergency regulation will be filed with the Office of Administrative Law (OAL) on or about September 27, 2011.

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst

Attachments

9-22-11:CC: Yuba County Fish and Game Advisory Commission/rf

BOS CORRESPONDENCE **B** **F**

TITLE 14. Fish and Game Commission
Notice of Proposed Emergency 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 (FGC) 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 (CCR), relating to the recreational take of abalone.

Informative Digest/Policy Statement Overview

Existing Laws and Regulations directly related to the proposed action

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. There are no existing comparable federal regulations or statutes.

Effect of the Regulatory Action

The proposed emergency regulations will prohibit the take of abalone along the coast of Sonoma County.

Policy Statement Overview

The Department of Fish and Game (DFG) has confirmed a significant die-off of red abalone along the coast of Sonoma County. The cause has been determined to be an unusual red-tide event that occurred during late August and early September, 2011, although the specific mechanism that is responsible for the abalone mortality is still under investigation. Fishery regulations currently in place were not designed to provide conservation safeguards for this unexpectedly large increase in natural mortality. Furthermore, surviving abalone may have an intrinsic resistance to the underlying cause of this mortality, and it is therefore necessary to provide additional protection at this time so that the surviving animals will have an increased opportunity to reproduce and rebuild the population with potentially resistant offspring. Consequently, the Commission determined that abalone fishing must be closed along Sonoma County to protect the abalone resource.

Section 240 Finding

Pursuant to the authority vested in it by FGC Section 240 and for the reasons set forth in the attached "Statement of Emergency Action," the Commission expressly finds that the adoption of this regulation is necessary for the immediate conservation, preservation, or protection of fish and wildlife resources. The Commission specifically finds that the adoption of this regulation is necessary for the immediate conservation, preservation, or protection of the abalone resource.

Public Comments on Proposed Emergency Regulations

Government Code section 11346.1(a)(2) requires that, at least five working days prior to submission of the proposed emergency action to the Office of Administrative Law, the adopting agency provide a notice of the proposed emergency action to every person who has filed a request for notice of regulatory action with the agency. After submission of the proposed emergency to the Office of Administrative Law, the Office of Administrative Law shall allow

interested persons five calendar days to submit comments on the proposed emergency regulations as set forth in Government Code section 11349.6.

In order to be considered, public comments on proposed emergency regulations must be submitted in writing to the Office of Administrative Law (OAL), 300 Capitol Mall, Room 1250, Sacramento, CA 95814; AND to the Fish and Game Commission, 1416 Ninth Street, Room 1320, Sacramento, CA 95814, or via fax to (916) 653-5040 or via e-mail to fgc@fgc.ca.gov. Comments must identify the emergency topic and may address the finding of emergency, the standards set forth in sections 11346.1 and 11349.1 of the Government Code and Section 240 of the Fish and Game Code. Comments must be received within five calendar days of filing of the emergency regulations. Please refer to OAL's website (www.oal.ca.gov) to determine the date on which the regulations are filed with OAL.

Impact of Regulatory Action

The potential for significant statewide adverse economic impacts that might result from the emergency regulatory action has been assessed, and the following determinations relative to the required statutory categories have been made:

(a) **Costs/Savings in Federal Funding to the State:**

The Commission has determined that the amendment of Section 29.15, Title 14, of the California Code of Regulations (CCR), as an emergency regulation will not result in costs or savings in federal funding to the State.

(b) **Nondiscretionary Costs/Savings to Local Agencies:**

The Commission has determined that amendment of Section 29.15, Title 14, CCR, as an emergency regulation will not result in any costs or savings to local agencies.

(c) **Programs Mandated on Local Agencies or School Districts:**

The Commission has determined that the amendment of Section 29.15, Title 14, CCR, as an emergency regulation does not impose a mandate on local agencies or school districts.

(d) **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; and**

(e) **Effect on Housing Costs:**

The Commission has determined that the amendment of Section 29.15, Title 14, CCR as an emergency regulation will not result in any cost to any local agency or school district for which Government Code sections 17500 through 17630 require reimbursement and will not affect housing costs.

(f) **Costs or Savings to State Agencies**

The Commission has determined that amendment of Section 29.15, Title 14, CCR as an emergency regulation will not change any cost or savings to state agencies.

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

In view of information currently possessed, no reasonable alternative considered would be more effective in carrying out the purposes for which the action is proposed or would be as effective and less burdensome to affected private persons than the proposed action.

FISH AND GAME COMMISSION

Dated: September 20, 2011

Sonke Mastrup
Executive Director

**FISH AND GAME COMMISSION
STATEMENT OF EMERGENCY ACTION**

Emergency Action to Amend Section 29.15, Title 14, CCR,
Re: Abalone

I. INTRODUCTION

The Fish and Game Commission ("Commission") as established by the Constitution of the State of California has exclusive statutory authority to manage abalone (Fish and Game Code Section 5520). Pursuant to Fish and Game Code 240, if the Commission is made aware of a situation where the immediate conservation, preservation, or protection of birds, mammals, reptiles, or fish (abalone) requires the adoption or repeal of a regulation (pursuant to Section 11346.1 of the Gov. code), it may do so after at least one hearing where such a finding can be made.

On September 9, 2011, the Commission was briefed by Department of Fish and Game (DFG) staff as to the potential impacts of an apparent large scale death of abalone along the Sonoma County coast during the last part of August 2011. The event appears to have been caused by a red tide event that produced toxins or depleted oxygen, killing a significant portion of the population.

The scope of the potential impact was not determined until after the deadline for publishing the notice for the September 2011 commission meeting. This combined with the necessity to protect the resource activates the authority for an abbreviated notice requirement under 11125.3 (a)(1) of the Gov. Code.

On September 15, 2011, the Commission determined that abalone fishery must be closed along Sonoma county to protect the sustainability of the species. The Commission has prepared this Emergency Action Statement under the Administrative Procedure Act (APA) (Gov. Code, § 11340 et seq.) in connection with its subsequent amendment of section 29.15 of Title 14 of the California Code of Regulations.

Closing Sonoma County to the take of abalone constitutes a necessary emergency action by the Commission under the APA. In the absence of this emergency regulation, take would continue on populations that may no longer be able to sustain a fishery and could harm future recovery. The Commission finds it is imperative to protect the surviving abalone until a more thorough assessment of the impacts can be completed. This situation constitutes an emergency under Fish and Game Code section 240 and the APA requiring immediate action.

II. BACKGROUND

The Department issued a press release on September 12, 2011 detailing the situation:

California Department of Fish and Game News Release September 12, 2011

Media Contacts:

Ian Taniguchi, DFG Marine Region, (562) 342-7182

Kirsten Macintyre, DFG Communications, (916) 322-8988

Closure of Abalone Fishery Under Consideration

The California Fish and Game Commission will consider emergency action on Thursday, Sept. 15 to possibly close the abalone fishery along the northern California coast. This action is being considered in the wake of confirmed reports of dead red abalone and other invertebrates on beaches and inside coves along the coast in Sonoma County.

The Department of Fish and Game (DFG) is currently attempting to assess the impact of the situation and will provide the Commission with information at this Thursday's meeting. Based on the DFG's report, the Commission may take emergency action to close the abalone season along all or parts of the Sonoma coast.

There was an abalone die-off along the Sonoma coast beginning Aug. 27 as a result of a red tide-induced poisoning and/or lack of oxygen. According to DFG biologists, these abalone deaths coincided with a local red tide bloom and calm ocean conditions. Although the exact reasons for the abalone deaths are not known, invertebrate die-offs have occurred in the past along the northern California coast when similar weather and bloom conditions existed.

The number of dead and dying abalone is not known but DFG divers are assessing the damage this week via underwater transect surveys. Reports of dead abalone and a variety of invertebrates have come from Bodega Bay, Russian Gulch, Fort Ross, Timber Cove and Salt Point State Park. Other DFG biologists and game wardens have collected abalone, mussels and water samples since the beginning and are continuing to document reports from the public.

For more information, please refer to DFG's Sept. 2 press release, <http://cdfgnews.wordpress.com/2011/09/02/abalone-die-off-observed-in-sonoma-county/>.

Abalone fishermen are advised to contact a physician immediately if they feel sick, and to report symptoms to the local county health department (www.sonoma-county.org/health/about/publichealth.asp). The latest red tide updates from the California Department of Public Health are also posted online at www.cdph.ca.gov/programs/Pages/DDWEM.aspx.

III. FACTS CONSTITUTING THE NEED FOR EMERGENCY ACTION

The APA defines an “emergency” to mean “a situation that calls for immediate action to avoid serious harm to the public peace, health, safety, or general welfare.” (*Id.* § 11342.545.) To make a finding of emergency, the agency must describe the specific facts supported by substantial evidence that demonstrate the existence of an emergency and the need for immediate adoption of the proposed regulation. (*Id.*, § 11346.1, subd. (b)(2).) Some of the factors an agency may consider in determining whether an emergency exists include: (1) the magnitude of the potential harm, (2) the existence of a crisis situation, (3) the immediacy of the need, i.e., whether there is a substantial likelihood that serious harm will be experienced unless immediate action is taken, and (4) whether the anticipation of harm has a basis firmer than simple speculation. DFG field surveys in recent days have provided preliminary data that show the level of mortality from this event is significant, and it is clear that fishery regulations currently in place were not anticipated to provide conservation safeguards for this unexpected increase in natural mortality. Furthermore, surviving animals may have an intrinsic resistance to the underlying cause of this mortality, and it is therefore necessary to provide additional protection at this time so that the surviving animals will have an increased opportunity to reproduce and rebuild the population.

The Commission has considered all of these factors and the definition of an emergency provided in the APA, as well as pertinent authority in Fish and Game Code section 240. Under this latter authority, notwithstanding any other provision of the Fish and Game Code, the Commission may adopt an emergency regulation where doing so is necessary for the immediate conservation, preservation, or protection of fish and wildlife resources, or for the immediate preservation of the general welfare. The Commission finds that such necessity exists in the present case.

IV. Express Finding of Emergency

Pursuant to the authority vested in the Commission by Fish and Game Code section 240, and for the reasons set forth above, the Commission expressly finds that the amendment of this regulation is necessary for the immediate conservation, preservation, or protection of the abalone resource.

V. Authority and Reference Citations

Authority: FGC sections 200, 202, 205, 210, 220, 240, 5521 and 7149.8.

Reference: FGC sections 200, 202, 205, 220, 240, 5521, 7145 and 7149.8.

VI. Informative Digest

Existing Laws and Regulations directly related to the proposed action

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. There are no existing comparable federal regulations or statutes.

Effect of the Regulatory Action

The proposed emergency regulations will prohibit the take of abalone along the coast of Sonoma County.

Policy Statement Overview

DFG has confirmed a significant die-off of red abalone along the coast of Sonoma County. The cause has been determined to be an unusual red-tide event that occurred during late August and early September, 2011, although the specific mechanism that is responsible for the abalone mortality is still under investigation. Fishery regulations currently in place were not designed to provide conservation safeguards for this unexpectedly large increase in natural mortality. Furthermore, surviving abalone may have an intrinsic resistance to the underlying cause of this mortality, and it is therefore necessary to provide additional protection at this time so that the surviving animals will have an increased opportunity to reproduce and rebuild the population with potentially resistant offspring. Consequently, the Commission determined that abalone fishing must be closed along Sonoma County to protect the abalone resource.

VII. Specific Agency Statutory Requirements

The Commission has complied with the special statutory requirements governing the adoption of emergency regulations pursuant to Fish and Game Code section 240. The Commission held a public hearing on this regulation on September 15, 2011, and the above finding that this regulation is necessary for the immediate conservation, preservation, or protection of fish and wildlife resources meets the requirements of section 240.

VIII. Impact of Regulatory Action

The potential for significant statewide adverse economic impacts that might result from the emergency regulatory action has been assessed, and the following determinations relative to the required statutory categories have been made:

(a) **Costs/Savings in Federal Funding to the State:**

The Commission has determined that the amendment of Section 29.15, Title 14, of the California Code of Regulations (CCR), as an emergency regulation will not result in costs or savings in federal funding to the State.

(b) **Nondiscretionary Costs/Savings to Local Agencies:**

The Commission has determined that amendment of Section 29.15, Title 14, CCR, as an emergency regulation will not result in any costs or savings to local agencies.

(c) **Programs Mandated on Local Agencies or School Districts:**

The Commission has determined that the amendment of Section 29.15, Title 14, CCR, as an emergency regulation does not impose a mandate on local agencies or school districts.

(d) **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; and**

(e) **Effect on Housing Costs:**

The Commission has determined that the amendment of Section 29.15, Title 14, CCR as an emergency regulation will not result in any cost to any local agency or school district for which Government Code sections 17500 through 17630 require reimbursement and will not affect housing costs.

(f) **Costs or Savings to State Agencies**

The Commission has determined that amendment of Section 29.15, Title 14, CCR as an emergency regulation will not change any cost or savings to state agencies.

REGULATORY LANGUAGE

Section 29.15, Title 14, CCR is amended to read:

29.15. Abalone

(a) Geographic Area: Except in the special closure area described in subsection (a)(1) below, Abaloneabalone may only be taken north of a line drawn due west magnetic from the center of the mouth of San Francisco Bay. No abalone may be taken, landed, or possessed if landed south of this line.

(1) Special Closure: No abalone may be taken between a line drawn due west magnetic from the Sonoma/Marin County line, north to a line drawn due west magnetic from the Sonoma/ Mendocino County line (All of the Sonoma County coast line).

...

Subsections (b) through (h) remain unchanged.

...

Note: Authority cited: Sections 200, 202, 205, 210, 220, 240, 5521 and 7149.8, Fish and Game Code. Reference: Sections 200, 202, 205, 220, 5521, 7145 and 7149.8, Fish and Game Code.

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

EDMUND G. BROWN, JR.



Sonke Mastrup
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STATE OF CALIFORNIA
Fish and Game Commission

September 27, 2011

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 7.00 and subsection (b)(68) of Section 7.50, Title 14, California Code of Regulations, relating to Oroville-Thermalito Complex Regulations for take of Non-Indigenous Coho Salmon, which will be published in the California Regulatory Notice Register on September 30, 2011.

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

Mr. Scott Barrow, Fisheries Branch, Department of Fish and Game, phone (916) 445-7600 has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,


Sheri Tiemann
Staff Services Analyst

Attachment

BOS CORRESPONDENCE B

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, 220 and 240 of the Fish and Game Code and to implement, interpret or make specific sections 200, 205 and 206 of said Code, proposes to amend Section 7.00 and subsection (b)(68) of Section 7.50, Title 14, California Code of Regulations, relating to Oroville-Thermalito Complex Regulations For Take of Non-Indigenous Coho Salmon.

Informative Digest/Policy Statement Overview

The Department of Fish and Game (Department) is proposing an amendment to the General District sport fishing regulations for the Oroville-Thermalito Complex (Diversion Pool, Forebay, and Afterbay) and the Feather River between the Diversion Pool Dam and Fish Barrier Dam. This proposal would expand the take of non-indigenous Coho salmon, which are currently limited to Lake Oroville proper, to include the Oroville-Thermalito Complex and the Feather River between the Diversion Pool Dam and Fish Barrier Dam.

Current Valley District regulations allow take of non-indigenous Coho salmon only in Lake Oroville. Bag and possession limits for the Oroville-Thermalito Complex and the Feather River between the Diversion Pool Dam and Fish Barrier Dam are already under the current Valley District regulations and would not require any special fishing regulations for these waters.

The Department and Department of Water Resources (DWR) have been working cooperatively to develop a successful cold water fishery in Lake Oroville. This is based, in part, on a requirement in DWR's FERC license of the Oroville Hydroelectric facility to provide a cold water fishery. DWR and the Department began stocking on an experimental basis hatchery raised non-indigenous Coho salmon into Lake Oroville in 2002. Based on the success of the non-indigenous Coho salmon fishery in Lake Oroville and the Lake Oroville Coho Salmon Stocking Risk Assessment (DWR, 2004) the Department approved stocking of hatchery raised non-indigenous Coho salmon into Lake Oroville with the stipulation that all stocked Coho be marked with an adipose fin clip and a coded wire tag.

There has been growing evidence over the last few years that planted non-indigenous Coho salmon are escaping from Lake Oroville. Recent boat based electrofishing surveys conducted in the Oroville-Thermalito Complex showed highest concentration of non-indigenous Coho salmon closest to Lake Oroville Dam. Escapement appears to be greatest during wet years though some escapement seems to happen in all years. This proposal would allow harvest by the existing popular Oroville-Thermalito Complex fishery of non-indigenous Coho salmon that escape Lake Oroville.

Concern has been raised over the potential impact that escaped non-indigenous Coho salmon could have on native salmonids in either the anadromous waters of the Feather River or in other streams and rivers with runs of native Coho salmon. Of particular concern is the potential for interbreeding with native Coho salmon stocks. Although the likelihood of the planted fish out-migrating, surviving predation and ocean fisheries, straying, and successfully spawning is extremely low, the current status of native stocks makes this a real concern. In response the Department is now requiring all non-indigenous Coho salmon planted in Lake Oroville to be triploid (sterile). In 2011, the Department approved the first experimental plant of 18,000 triploid non-indigenous Coho salmon into Lake Oroville.

Planting triploid non-indigenous Coho salmon will alleviate the potential for interbreeding in future years and this proposed regulation amendment will help continue the non-indigenous Coho salmon fishery in the Oroville-Thermalito Complex. As data show the non-indigenous Coho salmon density rapidly decreasing with distance from the dam, and a vast majority the flow from Lake Oroville goes through the Oroville-Thermalito Complex, this proposed regulation amendment targets escaped non-indigenous Coho salmon where they are most likely to be encountered. Due to extremely low numbers, a non-indigenous Coho salmon fishery is not warranted in the anadromous reaches of the Feather River and these fish are not anticipated to impact native fishes either through competition or predation.

Current Regulations

Section 7.00, CCR, Title 14, allows the take of non-indigenous Coho salmon in only Lake Oroville under the General District bag and possession limit of 5 fish for the Valley District.

Proposed Regulations

Section 7.00, CCR, Title 14, will be revised to expand the take of non-indigenous Coho salmon to the Oroville-Thermalito Complex (Diversion Pool, Forebay, and Afterbay) and the Feather River between the Diversion Pool Dam and Fish Barrier Dam. The current General District bag and possession limit of 5 fish for the Valley District will remain in place.

This change will allow for take of non-indigenous Coho salmon to reduce the possible threat to the anadromous waters of the Feather River over the near term until the diploid stocks already in the lake are depleted, and will provide for increased opportunity for the public over the long term if and when some triploid fish escape in the future.

Subsection (b)(68) of Section 7.50, CCR, Title 14, will be revised to clarify current enforcement practices and public understanding that all non-anadromous waters of the Oroville-Thermalito Complex and areas of the Feather River above the Fish Barrier Dam are subject to the General District regulations for the Valley District.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, on all options relevant to this action at a hearing to be held at 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.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, on all actions relevant to this action at a hearing to be held at the Veteran's Memorial Building, 112 West Cabrillo Boulevard, Santa Barbara, California, on Thursday, November 17, 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 November 10, 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 November 14, 2011. All comments must be received no later than November 17, 2011, at the hearing in Santa Barbara, 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 Sheri Tiemann at the preceding address or phone number. **Scott Barrow, Fisheries Branch, phone (916) 445-7600, 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 that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

- (a) Significant Statewide Adverse Economic Impact Directly Affecting Businesses, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action 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. The proposed changes will offer more fishing opportunities with no adverse economic impacts.

- (b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California:

None.

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

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

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State:
None.
- (e) 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.

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed or would be as effective and less burdensome to affected private persons than the proposed action.

FISH AND GAME COMMISSION

Dated: September 20, 2011

Jon K. Fischer
Deputy Executive Director

COMMISSIONERS
Jim Kellogg, President
Discovery Bay
Richard Rogers, Vice President
Santa Barbara
Michael Sutton, Member
Monterey
Daniel W. Richards, Member
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Los Angeles

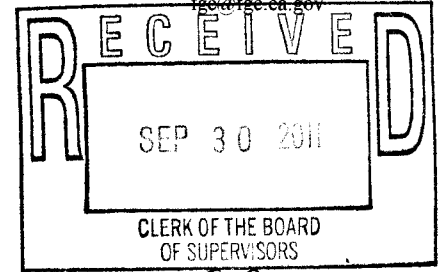
EDMUND G. BROWN, JR.



Governor

Sonke Mastrup
EXECUTIVE DIRECTOR
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(916) 653-4899
(916) 653-5040 Fax
fsg@fgc.ca.gov

STATE OF CALIFORNIA
Fish and Game Commission



October 3, 2011

TO ALL AFFECTED AND INTERESTED PARTIES:

You are receiving this notice because you provided oral or written comments on the proposed regulations for south coast marine protected areas or you requested to be notified of proposed changes to the Commission's regulations.

During the regulatory process to amend Section 632, Title 14, California Code of Regulations, regarding south coast marine protected areas, changes were made to the originally proposed regulatory language.

Because these regulations are different from, yet sufficiently related to, the originally proposed regulations, the Administrative Procedure Act requires that we make the changes available to you for a 15-day written comment period (October 3, 2011- October 18, 2011). Comments will also be accepted at the October 19, 2011 hearing in Monterey.

The enclosed disc contains the continuation notice, including an updated informative digest, and the modified proposed regulatory language. If you would like to review these documents, please contact the Commission office.

**COPIES OF THESE DOCUMENTS
ON FILE WITH
CLERK OF THE BOARD**

This is also to provide you with a notice of availability of a document added to the rulemaking file. The November 3, 2010 Amended Initial Statement of Reason identified Attachment 17: *California Department of Fish and Game Memo to the Commission regarding outstanding issues identified in the proposed Initial Statement of Reasons to Amend Section 632 Title 14, CCR (October 11, 2010)* as a document supporting the proposed regulations. This document is available for public inspection between the hours of 8:00 am and 5:00 pm, Monday through Friday, at 1416 Ninth Street, Room 1320, Sacramento, CA.

Written comments must be received in the Commission office by 5:00 pm on October 18, 2011. Interested persons may attend the October 19, 2011 hearing in Monterey and offer testimony.

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst

Enclosure

BOS CORRESPONDENCE

111



Land Use and Public Works Committee



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



447-11

749-5455 • Fax 749-5464

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

DATE: October 11, 2011

TO: Land Use & Public Works Committee

FROM: Kevin Mallen, Director of Community Development & Services Agency
Jeremy Strang, Code Enforcement Division Manager

SUBJECT: Adoption of Resolution Extending the Abandoned Vehicle Abatement Program

RECOMMENDATION: Adopt the attached Resolution extending the Abandoned Vehicle Abatement (AVA) program until April, 2022.

BACKGROUND: In 1990, the California State Legislature enacted legislation allowing for the creation of county-based vehicle service authorities for the abatement of nuisance vehicles. In 1991, pursuant to Section 22710 of the California Vehicle Code, the Yuba County Service Authority for the Abatement of Abandoned Vehicles was formed. The Service Authority is comprised of the County of Yuba and the Cities of Marysville and Wheatland.

In 1992, a one or two dollar annual vehicle registration fee was imposed on eligible vehicles registered in the County. Pursuant to Section 9250.7 of the California Vehicle Code, registration fees are collected by the Department of Motor Vehicles and allocated to the Service Authority by the State Controller. Fees are then distributed to Service Authority participating entities based on each entity's population as a percentage of the total population of the County and also based on the number of vehicles abated by each entity as a percentage of the total number abated by the Service Authority as a whole. During the prior ten year operational period (2002-2012) the County of Yuba, as a separate entity, has received in excess of \$381,000.00, which has allowed staff to effect the abatement of more than 2550 nuisance vehicles.

DISCUSSION: The current program is set to expire in April, 2012. Legislation allows the local service authorities to extend the program every 10 years with the approval of the county and a majority of the incorporated cities therein; both cities have similar Resolutions and we anticipate their passage. Adoption of the attached resolution is the first step towards the extension of this vitally important program.

FISCAL IMPACT: Implementing the requested recommendation will result in the continued:

1. Assessment and collection of vehicle registration fees
2. Removal of nuisance vehicles from both public and private property within the County (including Marysville & Wheatland)
3. Reimbursement of costs associated with abatement from the AVA Trust Fund per program guidelines

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:)	
)	
A RESOLUTION AUTHORIZING THE)	RESOLUTION NO: _____
EXTENSION OF THE ABANDONED)	
VEHICLE ABATEMENT PROGRAM)	
UNTIL APRIL, 2022)	
)	

WHEREAS, the Yuba County Service Authority for the Abatement of Abandoned Vehicles was formed in 1991; and

WHEREAS, the Abandoned Vehicle Abatement Program, during the prior ten year operational period (2002-2012), has contributed approximately \$381,000 and allowed for the abatement of approximately 2550 vehicles in the entity of the County of Yuba; and

WHEREAS, the Abandoned Vehicle Abatement Program is set to expire April, 2012; and

WHEREAS, legislation allows for an extension of the Program with the approval of the County and a majority of the cities comprising a majority of the population of the incorporated areas; and

WHEREAS, it is desirable to the County of Yuba to have the Program continue.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby extend the County of Yuba's participation in the Abandoned Vehicle Abatement Program until April, 2022.

PASSED AND ADOPTED at the regular meeting of the Board of Supervisors of the County of Yuba held on the 18th day of October 2011, by the following vote:

AYES:

NOES:

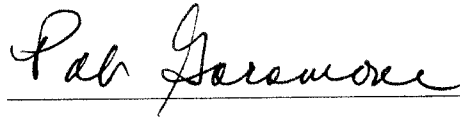
ABSENT:

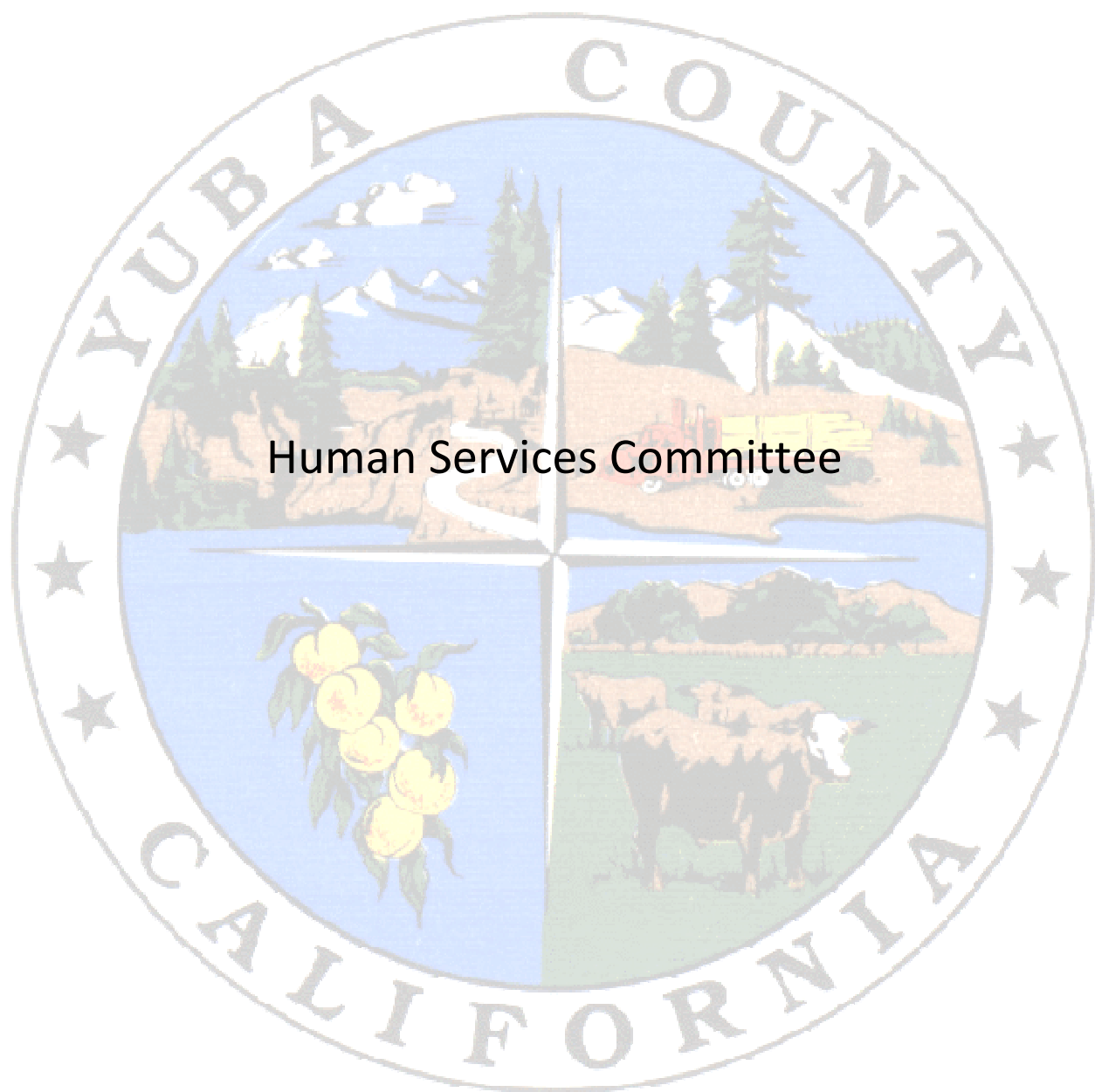
ABSTAIN:

Chairperson of the Board of Supervisors
County of Yuba, State of California

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Angil Morris-Jones, County Counsel





Human Services Committee



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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

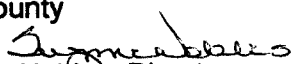


Joseph W. Cassady, D.C.

Health Officer

Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: 
Suzanne Nobles, Director
Health & Human Services Department

DATE: October 11, 2011

SUBJECT: Agreement with The Salvation Army for Residential Substance Abuse Treatment under the California Work Opportunity and Responsibility to Kids Program (CalWORKs)

RECOMMENDATION: Board of Supervisors approval of the Agreement between the County of Yuba, on behalf of its Health and Human Services Department, and The Salvation Army for residential substance abuse treatment services for CalWORKs clients and their families for the term of July 1, 2011 through June 30, 2013 is recommended.

BACKGROUND: The CalWORKs program provides funding for substance abuse treatment services to assist in the elimination of barriers to employment faced by recipients of CalWORKs. Since Fiscal Year 2009/2010, outpatient substance abuse treatment services for the CalWORKs program is being provided by the For Our Recovering (F.O.R.) Families program of the Health and Human Services Department and residential substance abuse treatment services is provided by the Salvation Army.

DISCUSSION: The Health and Human Services Department has the responsibility to provide residential substance abuse services when necessary to assist CalWORKs families to achieve and maintain self-sufficiency. The F.O.R. Families program is not able provide these services. Under the attached Agreement, The Salvation Army will provide a six-month residential substance abuse treatment program for referred CalWORKs clients and their families at The Depot at a rate of \$650.00 per month per client; with a maximum cap of \$3,900.00 per client. The amount payable under this Agreement is \$40,000.00 per Fiscal Year; for a total amount of \$80,000.00 during the term of this Agreement.

FISCAL IMPACT: Approval of this Agreement will not impact County Funds. The \$80,000.00 in costs for services provided under this Agreement is funded through federal and state dollars.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for residential substance abuse treatment 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 ("YCHHSD"), and The Salvation Army ("CONTRACTOR"), a California corporation. The purpose of this Agreement is for the provision of residential substance abuse treatment services to CalWORKs clients for whom substance abuse is a barrier to 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", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-3 through A-4.

2. TERM.

Commencement Date: July 1, 2011

Termination Date: June 30, 2013

The term of this Agreement shall become effective on July 1, 2011, and shall continue in force and effect for a period of two (2) years, 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 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-5.

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 the Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Captain Tom Stambaugh 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-Yuba County Health and Human Services
Department Authorization for Release of Protected Health
Information and Other Client/Patient Case Related Information
Attachment G - Invoice For Payment
Attachment H - HIPAA Business Associate Agreement

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

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2011.


"COUNTY"

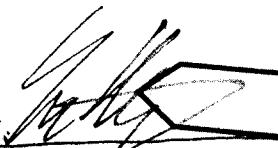
"CONTRACTOR"

COUNTY OF YUBA

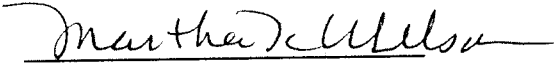
THE SALVATION ARMY

_____, Chair
Board of Supervisors

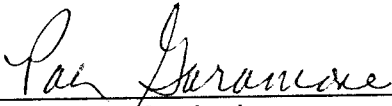

Tom Stambaugh, Captain
VICTOR R. DOUGHTY, TREASURER

ATTEST: 
TOM MELOTT, ASST. TREASURER

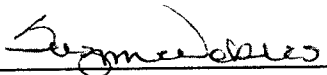
INSURANCE PROVISIONS APPROVED


Martha K. Wilson
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


Angil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL


Suzanne Nobles, Director
Yuba County Health and
Human Services Department

ATTACHMENT A

SERVICES

A.1 YCHHSD SCOPE OF RESPONSIBILITIES AND DUTIES. YCHHSD staff shall:

- A.** Identify those CalWORKs clients to be referred to CONTRACTOR for substance abuse residential treatment services to be provided by CONTRACTOR through its Salvation Army Depot Family Crisis Center ("The Depot") and initiate a referral to CONTRACTOR for such services. Both parties understand and agree that only those CalWORKs clients referred to CONTRACTOR for substance abuse residential treatment services by YCHHSD shall be eligible to receive services under this Agreement.
- B.** COUNTY will use Attachment F-Yuba County Health and Human Services Department Authorization for Release of Protected Health Information and Other Client/Patient Case Related Information form to ensure that a valid authorization for release of Protected Health information (PHI) and Personally Identifiable Information (PII) and other client/patient case related information is received and signed before the client's/patient's PHI/PII is used or disclosed.
- C.** Participate in the collaborative case staffing meetings with CalWORKs and Child Welfare Services ("CWS") Social Worker staff, For Our Recovering ("F.O.R.") Families staff, mental health therapists, Probation staff, and staff from other agencies whenever appropriate at The Depot to determine the appropriate course of treatment for the CalWORKs clients determined to have substance abuse problems.
- D.** Develop a Welfare-to-Work ("WtW") plan to substantiate the CalWORKs client's participation and eligibility to services in the substance abuse residential treatment program at The Depot.
- E.** Make scheduled visits to The Depot to monitor the client's progress in meeting the objectives of both their WtW plan and CONTRACTOR's substance abuse residential treatment program.
- F.** Schedule quarterly meeting to discuss trends and changes in residential treatment and state regulations.

A.2 CONTRACTOR'S SCOPE OF SERVICES AND DUTIES. The CONTRACTOR, through its Depot staff, shall:

- A. Receive referrals from YCHHSD CalWORKs program staff for those CalWORKs clients assessed by YCHHSD through its F.O.R. Families program to have a substance abuse problem, determine if The Depot can accommodate the CalWORKs client and family in its substance abuse residential treatment program, and notify YCHHSD CalWORKs program staff of whether or not the CalWORKs client has been accepted by the CONTRACTOR into its substance abuse residential treatment program.
- B. CONTRACTOR will use Attachment F-Yuba County Health and Human Services Department Authorization for Release of Protected Health Information and Other Client/Patient Case Related Information form when sharing client/patient's PHI/PII with COUNTY.
- C. If accepted, place the CalWORKs client and its family at The Depot and develop a treatment plan for the CalWORKs client and its family members.
- D. Participate in collaborative case staffing meetings with CalWORKs and CWS Social Worker staff, F.O.R. Families staff, mental health therapists, Probation staff, and staff from other agencies whenever appropriate to develop recommendations which are appropriate for the participating CalWORKs client and designed to meet the objectives of the substance abuse residential treatment service plan.
- E. Monitor the participating CalWORKs client's attendance and compliance with the client's substance abuse residential treatment plan and notify YCHHSD CalWORKs and F.O.R. Families staff in writing within two (2) working days if the CalWORKs client fails to comply with his/her substance abuse residential treatment plan.
- F. Provide progress summary sheet for each CalWORKs client in residential treatment to YCHHSD staff by the 5th of the month following the month of treatment.
- G. Conduct drug testing for each participating CalWORKs client on a weekly basis and notify YCHHSD's CalWORKs Social Worker and F.O.R. Families staff of any negative tests results within one (1) working day of receipt of the results.

A.3 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.4 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.5 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 FEES FOR SERVICES. COUNTY shall pay CONTRACTOR for substance abuse residential treatment services rendered based upon the rate of \$650.00 per month per participant. In no event shall the amount of payment per participant exceed the maximum amount of \$3,900.00 per participant for a six-month period.

B.1.1 In the event that a CalWORKs client receives substance abuse residential treatment services from CONTRACTOR for only a portion of the month, the monthly rate of \$650.00 shall be prorated for the days in which CONTRACTOR actually provided services and payment shall be made accordingly, to the extent to which the CalWORKs client was otherwise eligible to receive services.

B.1.2 Both parties understand and agree that should a participating client's 60-month CalWORKs time clock expire during a month, the participating CalWORKs client's eligibility to residential treatment services under the CalWORKs program would also cease at the end of that month. Whenever possible, COUNTY agrees to notify CONTRACTOR of any participating CalWORKs client nearing the end of their 60-month CalWORKs time clock at least 60 days prior to the date of expiration.

B.2 MAXIMUM PAYMENT. COUNTY shall pay CONTRACTOR the costs of services rendered in accordance with the fees for services specified in Provision B.1 Fees For Services in a maximum amount not to exceed Forty thousand dollars (\$40,000.00) per fiscal year and Eighty Thousand dollars (\$80,000.00) for the term of this agreement

In no event shall total compensation paid to CONTRACTOR under this Provision B.2 exceed Forty thousand dollars (\$40,000.00) per fiscal year and Eighty Thousand dollars (\$80,000.00) for the term of this agreement without a formal written amendment to this Agreement approved by both parties.

B.3 FISCAL PROVISIONS.

B.3.1. For the months through May during each fiscal year of the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format shown on Attachment G – Invoice Format on a monthly basis for payment of services rendered pursuant to this Agreement. Each invoice shall contain a signed Certification Statement as specified in Attachment G – Invoice Format and shall be submitted no later than the 10th of the month following the end of the month in which services were rendered.

B3.2. For the months of June in any fiscal year during the term of this Agreement, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment G – Invoice Format, based upon the estimated costs of services to be rendered no later than June 10th. CONTRACTOR shall submit a final invoice based on actual costs of services rendered no later than the 10th day of the month following the month of provision of services. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated costs paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

B.3.3. COUNTY will remit payment to CONTRACTOR for services rendered within 30 days of receipt of invoice. Each invoice approved and paid shall constitute full and complete compensation to CONTRACTOR for the period covered by the invoice.

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 AUDIT PROVISIONS. In the event CONTRACTOR claims and receives payment for services rendered under this Agreement and reimbursement is later disallowed by the county, state and/or federal governments, CONTRACTOR shall promptly refund the amount disallowed from any payment due or to become due to the CONTRACTOR under this Agreement or any other agreement. COUNTY will assure CONTRACTOR is advised of potential disallowed costs and given an opportunity to provide any evidence and argument to the auditing agency prior to publication of a final audit.

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 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

C.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.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website:

<http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

C.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 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.8 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of six (6) 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.

ATTACHMENT D
GENERAL PROVISIONS

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

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

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

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

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

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

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

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made

against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

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

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

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

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

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

written notice from COUNTY of its desire for removal of such person or persons.

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

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

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

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

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

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

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

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

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

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

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

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver reproducible

copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any

competing Agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

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

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

If to "COUNTY":

Suzanne Nobles
Director
Yuba County Health and
Human Services Department
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

With a copy to:
County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONTRACTOR":

Captain Tom Stambaugh
Corps Officer
The Salvation Army
P.O. Box 869
Marysville, CA 95901

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	<u>\$1,000,000</u>	Each accident, <u>\$1,000,000</u> policy limit

Liability:		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 thirty (30) day's prior written notice has been provided to the COUNTY.

E.2 Waiver of Subrogation. CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

E.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A: VII unless otherwise acceptable to the COUNTY.

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

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

ATTACHMENT F

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION AND OTHER CLIENT/PATIENT CASE RELATED INFORMATION

Please Print or Type

Facility/Provider:	
Facility/Provider Street Address:	Phone Number: ()
City:	Fax Number: ()
State: Zip Code:	
Client's/Patient's Full Name:	
Client's/Patient's Street Address:	Phone #: ()
City:	Last 4 Digits of Social Security Number:
State: Zip Code	Date of Birth:
Other Identifying Name (AKA):	

I authorize the facility/provider listed above to release medical services, social services, drug and alcohol services and/or mental health services information about me to the following:

Release Information to:	
Street Address:	Phone Number: ()
City:	Fax Number: ()
State: Zip Code:	

The Information to be disclosed shall be limited to the following (**indicate choice by initialing the blanks**):

_____ My complete medical record **excluding** information related to use of alcohol and/or drugs, psychiatric conditions, or HIV/AIDS.

_____ Drugs/Alcohol _____ Psychiatric _____ HIV/AIDS

_____ Discharge Summary _____ Psychological Testing Results

Other (be specific) _____

This disclosure of information is for the following purpose:

☐ At the request of the individual

☐ Other: _____

If not revoked, this authorization shall terminate after one (1) year:

☐ Other date: _____ (must be less than one (1) year)

I understand the following about this authorization:

- **I can revoke this authorization in writing.** Requests to revoke authorizations must be made in writing to our department. For additional information see our Notice of Privacy Practices.
- **I understand that treatment cannot be denied to me based on my refusal to sign this authorization.** However, outside agencies which require protected health information to provide various services to or for me may not be able to do so without this information.
- **If the organization I have authorized to receive the information is not a health plan or health care provider, the released information may no longer be protected by federal privacy regulations.**
- **Disclosures resulting from this authorization may be in written, electronic, and/or verbal form.**
- **I have a right to receive and I will be offered a copy of this authorization.**
- **A copy of this authorization is as valid as an original.**

Signature of ☐ Client/Patient

(Date)

☐ Patient Representative, e.g., parent,
guardian conservator

If patient representative, enter
Relationship: e.g., mother, father _____

Witness: _____

Date: _____

COUNTY STAFF USE ONLY

INITIALS OF STAFF RECEIVING FORM:	Mailed/Faxed by:	Date
	Mailed/Faxed:	

Additional Notes:

ATTACHMENT G

INVOICE FORMAT

Contractor's Name and Address		Contact Name and Phone Number			
The Salvation Army Depot Family Crisis Center State Certified Drug and Alcohol Program 408 J Street/PO BOX 869 Marysville, CA 95901		Phone: 530-216-4530 FAX: 530-634-6063 yubasutter@usw.salvationarmy.org			
Program		Period of Service/Invoice Number			
CalWORKs Substance Abuse					
Date of Service	Client Name	Rate	# of mo of Service	# of Days Prorated	Amount
		\$650.00			\$ -
		\$650.00			\$ -
		\$650.00			\$ -
		\$650.00			\$ -
		\$650.00			\$ -
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

ATTACHMENT H

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the "Agreement") between The Salvation Army (the "Business Associate") and the County of Yuba (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. "Business Associate" shall mean the party identified above as the "Business Associate".

(b) Breach. "Breach" shall have the same meaning as the term "breach" in Section 164.402.

(c) Covered Entity. "Covered Entity" shall mean the County of Yuba, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

(e) Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) Individual. "Individual" shall have the same meaning as the term "Individual" in

Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Master Agreement. "Master Agreement" shall mean the contract or other agreement to which this Attachment is attached and made a part of.

(h) Minimum Necessary. "Minimum Necessary" shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d): *Standard: Minimum Necessary*.

(i) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.

(l) Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his/her designee.

(m) Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. Compliance with the HIPAA Privacy and Security Rules.

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. Permitted Uses and Disclosures.

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Exhibit 1 to this Attachment,

which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the

unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees,

officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. Term and Termination.

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. Entire Agreement. This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. Notices.

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to

Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Yuba County Privacy Officer
5730 Packard Avenue, Suite 100
Marysville, CA 95901

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. Lost Revenues; Penalties/Fines.

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as set forth below:

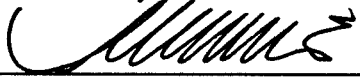
COUNTY

Yuba County Health and Human Services Department

By: _____ On: _____
Chair (Date)
Board of Supervisors

CONTRACTOR

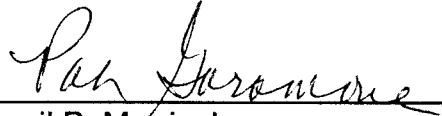
the Salvation Army

By:  On: AUG 18 2011
Tom Stambaugh, Captain (Date)
Treasurer

VICTOR R. DOUGHTY

APPROVED AS TO FORM:

Attest: 
Tom Melott Assistant Treasurer


Angil P. Morris-Jones
Yuba County Counsel

HIPAA BUSINESS ASSOCIATE PROVISIONS

EXHIBIT 1

As provided in Paragraph 5 of this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified below, or as otherwise specified in the Master Agreement authorizing functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Authorized Purposes:

- Complete individual assessment
- Develop a treatment plan for participant and its family members
- Conduct drug testing for participant
- Provide progress summary reports for participant
- Participate in collaborative case staffing meetings
- Monitor the participant's attendance and compliance with the participant's treatment plan