

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, 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.

NOVEMBER 1, 2011

1:00 P.M. YUBA COUNTY WATER AGENCY CANCELLED

3:30 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY CANCELLED

6:00 P.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 Vasquez

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. Board of Supervisors

1. Appoint Rick Brown and David Gothrow for four-year terms and Don Graham and Sarbdeep Atwal for two-year terms to Reclamation District 784 Board of Trustees. (477-11)

B. Clerk of the Board of Supervisors

1. Reappoint Margery Hubbard to the Substance Abuse Advisory Board for term ending November 1, 2015. (478-11)
2. Approve minutes of the regular meeting and workshop of October 18, 2011. (479-11)

C. Health and Human Services

1. Approve Memorandum of Understanding with State of California Department of Public Health to transfer medical surge assets. (Human Services Committee recommends approval) (480-11)
2. Approve agreement with GraceSource Inc. for the period of November 1, 2011 through June 30, 2013 to provide Differential Response Services under the combined Child Abuse Prevention Intervention and treatment, Community Based Child Abuse Prevention, and County Children's Trust Fund programs. (Human Services Committee recommends approval) (481-11)
3. Adopt resolution authorizing agreement with State of California for supplemental nutrition assistance program education grant and authorizing the Chair to execute required documents by the grant and acceptance of grant funds. (482-11)

D. Community Development and Services

1. Adopt resolution approving acquisition of real property APN 014-010-016 (Williams) for drainage improvements, authorizing the execution of documents subject to review and approval of Counsel by Public Works Director; approve purchase and sale agreement and agriculture lease for same; and authorize Budget Transfer in the amount of \$88,000 for purchase. (483-11)

E. Probation

1. Adopt resolution accepting donation of exercise equipment valued at \$6,000 from Pam Foster for use at Juvenile Hall/Camp Singer Youth Guidance Center. (484-11)

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

V. **COUNTY DEPARTMENTS**

A. County Administrator

1. Receive update on 2011 legislation. (Ten minute estimate) (485-11)
2. Receive first quarter financial report for Fiscal Year 2011-2012. (Fifteen minute estimate) (486-11)

VI. **CORRESPONDENCE** - (489-11)

- A. Letter from David Soares regarding holding an appeal hearing at the Alcouffe Center in Dobbins/Oregon House.

VII. **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.

VIII. **CLOSED SESSION:** Any person desiring to comment on any matter scheduled for this closed session may address the Board at this time.

- A. Potential litigation pursuant to Government Code §54956.9(b) - One Case
- B. Pending litigation pursuant to Government Code §54956.9(a) - Hewlett vs. Durfor, et al. and Cuthbert vs. Durfor, et al.

IX. **ADJOURN**

COMMITTEE MEETINGS

5:45 P.M. Human Services Committee - (Supervisors Stocker and Vasquez - Alternate Supervisor Abe)

- A. Consider memorandum of understanding with Sutter-Yuba Mental Health for CalWORKS participants - Health and Human Services (Ten minute estimate) (487-11)

Land Use and Public Works Committee - (Supervisors Abe and Stocker - Alternate Supervisor Nicoletti)

- A. Consider reconveying Lots A and B in Plumas Ranch Village 5, and Lot D in Woodside Village Unit 1 to developer Cresliegh Homes Corporation - Community Development and Services (Five minute estimate) (488-11)

11/03/2011 - 4:30 P.M. Marysville City/County Liaison Committee

City of Marysville
Covillaud Room
526 C Street
Marysville, Ca 95901

- A. Marysville Sphere of Influence update
- B. Traffic Fine Audit and settlement
- C. Other Reports
- D. Adjourn

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.

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CONSENT
AGENDA

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Yuba County, California

October 20, 2011

Board of Supervisors
County of Yuba
915 8th Street
Marysville, CA 96901

Re: Election of Trustees

Gentle Persons,

The terms of five (5) Trustees of Reclamation District 784 expire this year, 2011. On August 5th, 2011, I caused to be published in the Appeal-Democrat, the necessary Notice Calling for Nomination Petitions for the Office of Trustee of Reclamation District 784. The deadline for receiving said nominating petitions was 4:00pm, on September 16, 2011.

The Nomination Petitions of Rick Brown, David Gothrow, Don Graham and Sarbdeep Atwal were received for the five (5) positions that expire this year and in accordance with the provisions of the Reclamation District Act, no election will be necessary. I have published in the Appeal-Democrat on September 26, 2011, the Notice of No Election in Reclamation District 784.

Rick Brown and David Gothrow filed Nominating Petitions for positions that expire in 2015. Don Graham and Sarbdeep Atwal filed Nominating Petitions for positions that expire in 2013. No Nominating Petition was received for a fifth position which expires in 2013. That position will remain unfilled at this time.

This letter will serve as a request that the Yuba County Board of Supervisors appoint the persons nominated, pursuant to the nominating petitions received, at your next regular meeting or as soon thereafter as this matter can be placed on the agenda. Rick Brown and David Gothrow will serve for a period of four years until 2015. Don Graham and Sarbdeep Atwal will serve for a period of two years until 2013.

Once appointed, these Trustees will assume office at the December 2011 Reclamation District 784 Board Meeting.

Your assistance in this matter is greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink that reads "Steven L. Fordice". The script is cursive and fluid, with the first name "Steven" being larger and more prominent than the last name "Fordice".

Steven L. Fordice
Secretary of the Board
Reclamation District 784
1594 Broadway
Arboga, CA 95961
Phone: 530-742-0520
Cell: 530-682-0303
Fax: 530-742-3021

APPEAL-DEMOCRAT

1530 Ellis Lake Drive, Marysville, CA 95901
(530) 741-2345

Affidavit of Publication

(2015.5 C.C.P)

STATE OF CALIFORNIA,

Counties of Yuba and Sutter

Reclamation District # 781

Nominating Petitions

I am not a party to, nor interested in the above entitled matter. I am the principal clerk of the printer and publisher of THE APPEAL-DEMOCRAT, a newspaper of general circulation, printed & published in the City of Marysville, County of Yuba, to which Newspaper has been adjudged a newspaper of general circulation by The Superior Court of the County of Yuba, State of California under the date of November 9, 1951, No. 11481, and County of Sutter to which Newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sutter, State of California under the date of May 17, 1999, Case No. CV PT99-0819 that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

August 4, 2011

I declare under penalty of perjury
that the foregoing is true and correct.
Executed at Marysville, California

August 5, 2011

Date: _____



(Signature)

This space is for the County Clerk's filing stamp.

PROOF OF PUBLICATION

NOTICE OF CALLING FOR NOMINATION PETITIONS FOR THE OFFICE OF TRUSTEE OF RECLAMATION DISTRICT 784

NOTICE IS HEREBY GIVEN that, pursuant to Water Code Section 50731.5, nominating petitions for the office of trustee of Reclamation District 784 must be presented to the District Secretary at 1594 Broadway, Arboga, CA 95961 from August 26, 2011, until 4:00 p.m. on September 16, 2011. The terms of five (5) trustees of the District expire this year and these positions will be filled from the persons nominated. Nominating petitions must be received by September 16, 2011.

Dated: August 2, 2011

Steve Fordice, Secretary
Reclamation District 784

August 4, 2011

Ad #00123732

APPEAL-DEMOCRAT

1530 Ellis Lake Drive, Marysville, CA 95901
(530) 741-2345

Affidavit of Publication

(2015.5 C.C.P.)

STATE OF CALIFORNIA,

Counties of Yuba and Sutter

Reclamation District 784

Notice of No Election

I am not a party to, nor interested in the above entitled matter. I am the principal clerk of the printer and publisher of THE APPEAL-DEMOCRAT, a newspaper of general circulation, printed & published in the City of Marysville, County of Yuba, to which Newspaper has been adjudged a newspaper of general circulation by The Superior Court of the County of Yuba, State of California under the date of November 9, 1951, No. 11481, and County of Sutter to which Newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sutter, State of California under the date of May 17, 1999, Case No. CV PT99-0819 that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

September 28, 2011

I declare under penalty of perjury
that the foregoing is true and correct.
Executed at Marysville, California

September 29, 2011

Date: _____



(Signature)

This space is for the County Clerk's filing stamp.

PROOF OF PUBLICATION

NOTICE OF NO ELECTION IN RECLAMATION DISTRICT 784

NOTICE IS HEREBY GIVEN that, the Board of Supervisors of the County of Yuba will appoint the persons to fill the positions of trustees of Reclamation District 784 whose terms expire this year and that in accordance with the provisions of the Reclamation District Act no election will be held this year within the district office of trustee.

Dated: September 26, 2011

Steven L. Fordice
Secretary
Reclamation District 784

September 28, 2011

Ad #00126683

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: Substance Abuse Advisory Board
Date: November 1, 2011

Recommendation

Reappoint Margery Hubbard to the Substance Abuse Advisory Board for term to end November 1, 2015.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Ms. Hubbard's term who wishes to continue in this capacity. Attached is a recommendation from the advisory board for reappointment.

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

Fiscal Impact

None

Committee Action

None required.

Attachments



SUTTER-YUBA MENTAL HEALTH SERVICES

1965 Live Oak Boulevard, Suite A
PO Box 1520
Yuba City, CA 95992-1520



Brad Luz, Ph.D.

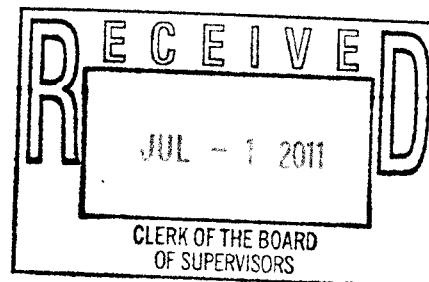
*Assistant Director of Human Services
Director of Mental Health*

Administration Services

(530) 822-7200

FAX (530) 822-7627

Memorandum



DATE: June 28, 2011

TO: Yuba County Board of Supervisors

FROM: Brad Luz, Ph.D., *[Signature]*
Assistant Director of Human Services for Mental Health
Thomas Collins, Chair *Ta*
Sutter-Yuba Substance Abuse Advisory Board

SUBJECT: Re-Appointment of Roberta D'Arcy, Margery Hubbard and Kevin Hinckley to the Substance Abuse Advisory Board

On behalf of the Substance Abuse Advisory Board, we wish to recommend the reappointment of:

Roberta D'Arcy – term concludes 9/23/11

Kevin Hinckley – term concludes 9/23/11

Margery Hubbard – term concludes 11/6/11

This request is to reappoint at the conclusion of their present terms. Please advise this office through Nancy Fontinel when this recommendation goes before the Board of Supervisors for action. Thank you in advance for your favorable consideration of this request.

BL/nf

• SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969 •

Adult Outpatient Services: 822-7200
Wellness & Recovery: 822-7200
Substance Abuse Services: 822-7200

TTY-CRS 800-735-2929
Psychiatric Emergency Services: 673-8255
Psychiatric Health Facility: 822-7209

Children's System of Care: 822-7478
Youth Services: 822-7513

The County of Yuba

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



OCTOBER 18, 2011 – MINUTES

The Honorable Board of Supervisors of the County of Yuba met in session on the above date, commencing at 9:30 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, and Hal Stocker. Supervisor Roger Abe 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 Abe
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker - Supervisor Abe absent.
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

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

A. Clerk of the Board of Supervisors

1. Appoint Donna Greist as the Community Representative to the Child Care Planning Council for a term to end September 30, 2013. (449-11) Approved.

B. Clerk-Recorder/Elections

1. Adopt resolution appointing individuals in lieu of election to Special Districts. (450-11) Adopted Resolution No. 2011-89 which is on file in Yuba County Resolution Book No. 42 entitled: "APPOINT MEMBERS IN LIEU OF ELECTION TO THE BOARD OF DIRECTORS FOR SPECIAL DISTRICTS," as follows:
 - District 10/Hallwood Community Services District: Chris Allen Haile, Terry Marshall Dennis - 4 year terms
 - Dobbins Oregon House Fire Protection District: Lloyd James Appleby, Michael E. Lee, Michael Peter Hammontre - 4 year terms
 - Smartsville Fire Protection District: John Waskiewicz - 4 year term
 - Camptonville Community Services Director: Sandra Ross - 2 year term; Wendy Tinnel, Richard Dickard, Marilyn O. Ness - 4 year terms
 - River Highlands Community Services District: No appointments

C. Community Development and Services

1. Adopt resolution authorizing the extension of the Abandoned Vehicle Abatement Program until April 2022. (451-11) Adopted Resolution No. 2011-90, which is on file in Yuba County Resolution Book No. 42, entitled: "A RESOLUTION AUTHORIZING THE EXTENSION OF THE ABANDONED VEHICLE ABATEMENT PROGRAM UNTIL APRIL, 2022."
2. Approve agreement with PB Americas, Inc. for the North Beale Road Complete Streets Design Project and authorize the Chair to execute. (452-11) Approved.

D. Health and Human Services

1. Approve agreement with The Salvation Army for residential substance abuse treatment under the California Work Opportunity and Responsibility to Kids Program (CalWORKs). (Human Services Committee recommends approval) Approved.

E. Treasurer-Tax Collector

1. Authorize sale of tax-defaulted properties at public auction and approve reoffer of any unsold parcel at a reduced minimum price determined by the Tax Collector as appropriate. (454-11) Approved.

IV. PUBLIC COMMUNICATIONS:

County Administrator Robert Bendorf briefly recapped the five year State audit performed regarding traffic fines advising of overpayments which the City of Wheatland and the State have repaid to the County and outstanding amount not repaid by the City of Marysville. Mr. Bendorf responded to Board inquiries.

V. COUNTY DEPARTMENTS

A. Administrative Services

1. Authorize Budget Transfer in the total amount of \$45,039 with \$25,039 from General Fund Contingency and \$20,000 from Account No. 101-1900-410-6200 (Fixed Assets) to Account No. 101-0900-417-6200 (Fixed Assets) for the purchase of Courthouse air conditioning and power supply projects. (Five minute estimate) (455-11) Administrative Director Doug McCoy recapped the need for additional air supply.

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

B. Board of Supervisors

1. Appoint on Board representative and one alternate to the California State Association of Counties Board of Directors for terms to begin November 29, 2011. (Five minute estimate) (456-11)

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

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

C. Community Development and Services

1. Approve agreement for acquisition of 100 acres of land in Plumas Lake for future park and schools, adopt resolution authorizing Community Development and Services Agency Director to complete purchase and sale agreement, and execute all documents for completion of project; and authorize a budget transfer in the amount of \$1,385,000 for same. (Ten minute estimate) (457-11) Community Development and Services Director Kevin Mallen recapped the acquisition, use, funds for purchase, and responded to Board inquiries.

Plumas Lake School District Superintendent Jeff Roberts and Wheatland High School District Superintendent Vic Ramos responded to Board inquiries.

County Counsel advised of notice of possessory interest tax related to the lease.

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

Adopted Resolution No. 2011-91, which is on file in Yuba County Resolution Book No. 42, entitled: "RESOLUTION AUTHORIZING YUBA COUNTY COMMUNITY DEVELOPMENT AND SERVICES AGENCY DIRECTOR OR HIS DESIGNEE TO COMPLETE PURCHASES AND SALE AGREEMENT FOR 100 ACRE PORTION OF APN 016-350-003 AND EXECUTE ALL DOCUMENTS NEEDED FOR COMPLETION OF PURCHASE."

D. County Administrator

1. Award Public Defender Services - First Conflict contract to Christopher Carlos and authorize the Chairman to execute. (Ten minute estimate) (458-11) Management Analyst Grace Mull recapped the process, agreement, introduced Mr. Carlos, and responded to Board inquiries.

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

E. Human Resources and Organizational Services

1. Adopt resolution amending the salary schedule as it relates to the Information Technology Security Officer. (Ten minute estimate) (459-11) Human Resources Director Martha Wilson recapped recruitment, qualifications, the need to increase the salary, funding of position, and responded to Board inquiries.

County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, Administrative Services Director Doug McCoy, and Health and Human Services Director Suzanne Nobles responded to Board inquiries.

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

Adopted Resolution No. 2011-92, which is on file in Yuba County Resolution Book No. 42, entitled:
"RESOLUTION AMENDING THE CLASSIFICATION SYSTEM - BASIC SALARY SCHEDULE."

2. Discuss Early Retirement Program and take action as appropriate. (Ten minute estimate) (460-11) Human Resources Director Martha Wilson and County Administrator Robert Bendorf recapped the survey conducted, advising the final responses to the program would not generate savings required to justify the costs of the program and recommended not moving forward with the program. Ms. Wilson and Mr. Bendorf responded to Board inquiries.

MOTION: Move to suspend retirement program MOVED: John Nicoletti SECOND: Andy Vasquez
AYES: John Nicoletti, Andy Vasquez, Mary Jane Griego, Hal Stocker
NOES: None ABSENT: Supervisor Abe ABSTAIN: None

VI. CORRESPONDENCE - (461-11)

- A. Schedule from United States Department of Agriculture of proposed action for Plumas National Forest through December 31, 2011. Received.

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

Supervisor Griego:

- Olivehurst Sustainable Community and Economic Revitalization Plan Charrette held at Ella School by Planning
- Olivehurst Christmas Parade December 10, 2011

Supervisor Nicoletti:

- Water Agency Colgate Power House and Bullards Bar tour October 19, 2011
- Indigenous Peoples Day held at Sycamore Park
- Upstate Economic Development Conference held October 13, 2011

Supervisor Stocker:

- Memorial Adjournment - Mrs. Mary Tomoko Sosh
- Marijuana growth in foothills and complaints received
- Threat of closure of Challenge Post Office

VIII. ADJOURN: 10:51 a.m. in memory of Mrs. Mary Tomoko Sosh by Vice Chairman Stocker

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

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



OCTOBER 18, 2011 – MINUTES

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

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

Planning commission – Commissioners Lyndman, Baker, Rippey, Messick, Rodda – Commissioner Messick absent.

II. PLEDGE OF ALLEGIANCE - Led by Supervisor Abe

III. Receive presentation on Strategic Growth Council grant for preparation of a comprehensive development code update and resource efficiency plan and provide direction on creation of a joint advisory committee. (60 minute estimate) (462-11) Planning Director Wendy Hartman made introductions of staff and consultants, followed by a Power Point presentation recapping the following and responded to Board inquiries:

- Background of 2030 General Plan update and adoption
- Grants for update of zoning and development code and creation of a Resource Efficiency Plan
- Development Code Basic Concerns - minimize adverse impacts that buildings or uses on property can have on its neighbors and to encourage optimal development patterns and activities within community
 - Users' perspective from residents and Business Owners to Staff and County Officials
 - What the Code can Achieve - Use regulations; development, design, and performance standards; predictability
 - What the Code cannot Do - regulate free market and establish new land use policy
 - Major Steps in Update
 - Review existing codes and standards and preparation of diagnostic report
 - Plan Preparation in three modules
 - Public review of draft plan
 - Plan adoption
 - Key County Staff to prepare update with technical assistance from Dyett & Bhatia
- Resource Efficiency Plan - Strategy to reduce energy costs, improve resource efficiency, and creating jobs
 - Major Tasks to Create
 - Establish baseline and forecast
 - Community Context Analysis
 - Measure Development
 - Plan Preparation and Review
 - Plan Adoption

- Plan prepared by AECOM under direction from Key Staff and CDSA Staff
- Joint Advisory Committee with representation from each supervisorial district and two Planning Commissioners
- Stakeholder meetings with Special Districts/Outside Agencies
- Next Steps
 - Development Code - Review of Existing Codes and Standards
 - Resource Efficiency Plan - Baseline and Forecast Data Collection
 - Advisory Committee
- Stay Informed: www.yubazoningupdate.org

Public Comment:

- Mr. Nick Spaulding, Oregon House
- Ms. Denise Ellan, Marysville, PG&E representative
- Ms. Nicole Ferris, PG&E representative

IV. ADJOURN: 7:45 p.m. by Chairman Abe.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

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




480-11

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

Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

FROM: 
Suzanne Nobles, Director
Health and Human Services Department

DATE: November 1, 2011

SUBJECT: Memorandum of Understanding between the County of Yuba and the State of California Department of Public Health to transfer medical surge assets.

RECOMMENDATION: Board of Supervisors approval of the Memorandum of Understanding between the County of Yuba, on behalf of its Health and Human Services Department, and the State of California Department of Public Health to transfer medical surge assets is recommended.

BACKGROUND: In 2007, medical surge assets, such as antivirals, N95 respirators, and ventilators were purchased to strengthen California's health care surge capacity. As of June 30, 2011 the State is no longer responsible for the maintenance and storage of the medical surge assets. The State is in the process of transitioning the assets to the Local Health Departments.

DISCUSSION: On June 30, 2011, California Department of Public Health sent out a memo regarding State Stockpiled Assets. The funding for storage of the State Stockpiled assets has been cut. The State has investigated several options of transitioning the assets to alternate locations. One option, and the State's first priority, is to distribute the assets to the local health departments. By distributing the assets to the local health department the State is placing the assets with the organization for which they are intended, thereby maintaining them for quick deployment in response to an emergency.

COMMITTEE: The Human Services Committee recommended approval on October 25, 2011.

FISCAL IMPACT: Approval of this Memorandum of Understanding will not impact County General Funds.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
AND
THE COUNTY OF YUBA**

Purpose

The purpose of this Memorandum of Understanding (MOU) is to delineate the conditions under which the California Department of Public Health (CDPH) will transfer medical surge assets to the County of Yuba Health and Human Services Department. These assets include Alternate Care Site (ACS) caches, antivirals, N95 respirators, and ventilators that were purchased on behalf of the Health Department and are collectively referred to as "medical surge assets" in this MOU. Separate Appendix lists the specific items to be transferred to this LHD.

Parties

The parties to this MOU are the State of California Department of Public Health (CDPH) and Yuba County Health and Human Services Department, herein referred to as the LHD.

CDPH Responsibilities

- Coordinate the transport and delivery of medical surge assets to the LHD.
- Delineate the conditions for use of the medical surge assets.
- Delineate the storage and maintenance requirements of the medical surge assets.
- Provide suggested language for an MOU between the LHD and medical facilities that agree to store the medical surge assets.

LHD Responsibilities

- Receive the medical surge assets from CDPH.

Store the medical surge assets per requirements detailed below:

- Antivirals. Shall be stored in an area that meets the California State Board of Pharmacy's site requirements as to lighting, ventilation, temperature

control (59 – 86 degrees Fahrenheit), sanitation, humidity, security conditions, etc. Relenza 5mg pallets may be stacked three high and Tamiflu 75mg, 45mg, and 30mg may be stacked two high without racking systems.

- N95 Respirators. Shall be stored in a clean, well ventilated area under the following conditions: temperatures between -4 degrees to 86 degrees Fahrenheit and relative humidity of 80 percent or less. Pallets should not be stacked over two high.
- ACS Caches. Stored per separate product chart requirements
- Ventilators. Stored at normal room temperature
- Provide a California State Board of Pharmacy wholesale drug permit license number or a DEA registrant who will be responsible for acceptance, storage, security and chain-of-custody issues for the antivirals.
- Agree not to dispense the antivirals unless authorized to do so by CDPH as the result of a declared pandemic.
- Develop and maintain an Operational Plan that includes 24/7 access and rapid distribution of the medical surge assets for emergency use.
- Ensure that the medical surge assets are used only during declared emergency situations per guidance provided by CDPH for each specific event.
- Make available the medical surge assets to any requesting entity following the guidelines of the Standardized Emergency Management System (SEMS) and work with requesting entity to determine payment of costs associated with transfer of such material.
- Agree not to sell, donate for non-emergency use or trade the medical surge assets.
- Appropriately dispose of the medical surge assets when they reach the shelf life expiration date at no cost to CDPH.
- Monitor product recalls of medical surge assets and follow manufacturer instructions for such recalls.
- Should the antivirals become eligible for participation in a FDA Shelf Life Extension Program (SLEP), determine the feasibility and cost justification for participation.

COSTS

- CDPH agrees to pay for the transport and delivery of the medical surge assets at no cost to the LHD.
- The LHD agrees to pay for all costs associated with storage and maintenance of the medical surge assets.
- The LHD agrees to pay for any costs associated with SLEP if the LHD opts to participate in such a program.
- The LHD agrees to pay for all costs associated with disposal of the medical surge assets.
- There will be no costs to the LHD associated with the damage, destruction, or loss of material transferred to the LHD and covered in this agreement.

LHD Option to Forward Deploy Assets to Health Care Facilities

If the LHD desires to forward deploy the medical surge assets to health care facilities (herein referred to as FACILITY) in the LHD's jurisdiction, the LHD shall enact a LHD-to-FACILITY MOU which delineates how all of the provisions stipulated in this document will apply among CDPH, the LHD, and the FACILITY, including how the responsibilities and costs will be distributed. The provisions of the LHD-to-FACILITY MOU will include Liabilities, Effect on Procedures and Laws, Settling of Disputes, etc. as seen in this document.

Liability

Each party to this agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. Neither party to this MOU agrees to release, hold harmless, or indemnify the other party from any liability that may arise from or relate to this MOU. No party to this agreement shall be responsible for the acts or omissions of entities not a party to this agreement.

Effect on Procedures and Laws

The parties to this MOU agree to comply with all applicable federal and state laws and regulations.

No Private Right Created

This document is an internal agreement between CDPH and the LHD and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this agreement is intended to restrict the authority of either signatory to act as

provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

Settlement of Disputes

The parties agree to consult with one another in good faith to resolve any disagreements that may arise from or relate to this MOU, before referring the matter to any other person or entity for settlement.

Effective Date and Modification

This agreement shall become effective when agreed upon and signed by both parties. The terms of this agreement may be modified in writing upon the consent and signature agreement of both parties.

Capacity to Enter into Agreement

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

Elisabeth H. Lyman, Deputy Director
Public Health Emergency Preparedness

Date Signed

Signing on Behalf of the County of Yuba
, Chair

Date Signed

APPROVED AS TO FORM:
COUNTY COUNSEL



Angil P. Morris-Jones
County Counsel

APPENDIX

This appendix documents the specific quantities of each of the asset categories from CDPH to the LHD

CDPH will transfer to Yuba County Health and Human Services Department the following medical surge assets:

Antivirals:

0 cases Tamiflu 75 mg

0 cases Tamiflu 45 mg

0 cases Tamiflu 30 mg

0 cases Relenza

N95 Respirators:

4 pallets State Consolidated N95s

0 cases 3M 1860

0 cases 3M 1860s

0 cases 3M 1870

ACS Caches:

0 ACS cache(s) (20 pallets per cache)

Ventilators:

5 LTV 1200 Ventilators

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The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Suzanne Nobles, Director

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



481-11

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

Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

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

DATE: November 1, 2011

SUBJECT: Execute Agreement with GraceSource Inc. for Differential Response Services under the Child Abuse Prevention, Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and County Children's Trust Fund (CCTF) Programs

RECOMMENDATION: Board of Supervisors approval of the Agreement between Health and Human Services and GraceSource Inc. for the period of November 1, 2011 through June 30, 2013 to provide Differential Response Services under the combined CAPIT, CBCAP and CCTF programs is recommended.

BACKGROUND: The Health and Human Services Department is the public agency designated to administer the CAPIT, CBCAP and the CCTF. These state and federal funds are designated to be used to support community-based efforts to develop, operate, expand, enhance programs and activities to prevent child abuse and neglect as well as strengthen and support families to reduce the likelihood of child abuse and neglect.

DISCUSSION: A Request for Proposals (RFP) was released by the Health and Human Services Department inviting qualified public or private non-profit agencies and organizations with recognized expertise in child welfare to submit proposals for the provision of child abuse and neglect prevention, intervention services and activities; two proposals were received. These proposals were carefully reviewed and scored by a Funding Committee created by the Children's Council. The applications were scored based on a variety of factors, including: actual services to be delivered; potential impact on the problem of child abuse; qualifications of both agency and staff; as well as the effective use of funds for the purpose of prevention and/or intervention of child abuse. The funding committee recommended GraceSource Inc. to be funded at 100 percent of their requested funds and the Children's Council approved the recommendation on May 4, 2011.

COMMITTEE: The Human Services Committee recommended approval on October 25, 2011.

FISCAL IMPACT: Approval of this Agreement will not impact the County General Fund.

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for child abuse prevention services for the "Child Abuse Prevention, Intervention and Treatment" (CAPIT) and "Community Based Child Abuse Prevention" (CBCAP) Programs, and "Children's Trust Funds" (CTF) for Differential Response (DR) services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department, and GraceSource Inc. ("CONTRACTOR").

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: November 1, 2011

Termination Date: June 30, 2013

The term of this Agreement shall become effective on October 1, 2011, and shall continue in force and effect for a period of 1 year and nine months, 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,

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.

Director of Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. Roy Martin, Executive Director of GraceSource, Inc. 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- Confidentiality Provisions Statements
- Attachment G - Invoice Format
- Attachment H - Cost Justification
- Attachment I- Differential Response Monthly Reporting Form
- Attachment J- CAPIT/CBCAP Service Goals and Outcomes Plan
Summary
- Attachment K- Annual Reporting for Community-Based Child Abuse
Prevention (CBCAP) Service Array

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


Board of Supervisors


Roy Martin, Executive Director


ATTEST:

INSURANCE PROVISIONS
APPROVED:

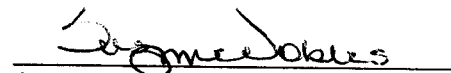
Donna Stottlemeyer,
Clerk of the Board of Supervisors


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

RECOMMENDED FOR APPROVAL:


Angil P. Morris-Jones
County Counsel


Suzanne Nobles, Director
Yuba County Health and
Human Services Department

ATTACHMENT A

SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.1.1. With the intent to reduce child abuse and situations of risk to help keep children safely in their homes, CONTRACTOR shall provide Differential Response services to families referred to CONTRACTOR by the Children's Services Division of the Health and Human Services Department (hereinafter "Children's Services"). The Differential Response services shall be provided through home visitation/case management services consisting of:

- A. A safety assessment to be conducted on the first visit to determine whether such a risk to the child(ren) exists that the case shall be referred back to Children's Services. The assessment may also include the determination of: primary language, safety and cleanliness of home environment, the assets and strengths of the family; as well as its goals and barriers to achieving those goals;
- B. The development of a strength-based, family-centered case plan with the family's participation to address the risk factors and/or reason(s) for the referral, as well as the identified problems, and provide solutions to the barriers the family faces. Each case plan shall be designed to continue for up to three (3) consecutive months unless an additional three-month extension is specifically approved by COUNTY through a Family Team Conference; and
- C. Neighborhood-centered supportive services that prevent child abuse and/or neglect and assist the family in achieving their identified goal. Such supportive services may include but not be limited to: home visiting, supporting father involvement, parenting, life skills, strengthening families, referral/linkage to treatment of substance abuse, parenting, co-dependency and anger management classes, and transportation as needed to attend classes. Families being served under this Agreement will be invited by the CONTRACTOR to participate in after-school activities held on the CONTRACTOR's premises or at a local park, in addition to

field trips and community events.

A.1.2. CONTRACTOR agrees conduct and chair monthly Multidisciplinary Team (MDT) meetings with Children's Services staff, which may include case review, case consultation, and information regarding available training. CONTRACTOR shall invite relevant participants and family for case consultation to said MDT meetings, as appropriate. CONTRACTOR further agrees to compile meeting notes and attendance sheets of these meetings, as well as develop a short questionnaire at the approval of COUNTY to be distributed after each monthly meeting for the purpose of collecting information on the effectiveness of the meeting. CONTRACTOR shall review the information gathered by these questionnaires to make suggestions for improved communication. In addition, CONTRACTOR shall make its Differential Response staff available to attend additional meetings with Children's Services staff as needed.

A.1.3. CONTRACTOR agrees to attend all Family Team Conferences related to their cases and scheduled by Children's Services Staff for case planning purposes. CONTRACTOR shall be prepared to report on client's progress and participation at the Family Team Conference.

A.1.4. CONTRACTOR agrees to attend all Children's Council Social Services Functional Group/Child Abuse Prevention Council meetings monthly and attend Children's Council meetings as needed, to share information and progress reports on CAPIT/CBCAP program services and work toward improving the coordination of child abuse prevention activities and services in Yuba County.

A.1.4. REPORTING. CONTRACTOR agrees to conduct the following reporting activities and provide following statistical reports as specified below:

- A. Client Satisfaction. CONTRACTOR shall develop client surveys in a format to be approved by COUNTY to be administered at the end of each activity in which the family participates to assess whether or not the services provided were appropriate and met their needs. CONTRACTOR further agrees to develop at the approval of COUNTY an open-ended questionnaire to be completed by each family served at the end of their three-month service period to assess the services provided. CONTRACTOR shall maintain the information gathered for inclusion in its final Evaluation Report.
- B. Progress Reports. CONTRACTOR agrees to chart the goals and date each goal is met in the case plan for each family served under this Agreement. CONTRACTOR shall compile the information

gathered and submit a summary Progress Report of this information at the monthly meeting with Children's Services staff.

- C. Differential Response Monthly Report CONTRACTOR shall complete Attachment "I" - Differential Response Monthly Reporting Form to evaluate the CAPIT/CBCAP program for the families served. On a monthly basis, CONTRACTOR will submit this report during the month for which payment is requested and submit one copy electronically to the Children's Services Program Manager, as well as submit a hard copy as an attachment to the monthly invoice submitted to the COUNTY.
- D. CAPIT/CBCAP Service Goals and Outcomes Plan Summary. CONTRACTOR shall complete Attachment "J" - Service Goals and Outcomes Plan Summary to evaluate the CAPIT/CBCAP program for client centered services and client characteristics. On a monthly basis, CONTRACTOR will submit this report for which payment is requested and submit one copy electronically to the Children's Services Program Manager, as well as submit a hard copy as an attachment to the monthly invoice submitted to the COUNTY.
- E. Annual Reporting for Community-Based Child Abuse Prevention (CABCP) Service Array CONTRACTOR shall complete Attachment "K"- Annual Reporting for Community-Based Child Abuse Prevention (CABCP) Service Array. CONTRACTOR shall complete and submit the Final Report to the Children's Services Program Manager no later than 30 days following the end of the term of this Agreement.
- F. Final Report CONTRACTOR shall compile all data collected from client surveys, progress reports, staff surveys and participation records in a Final Report in a format to be approved by COUNTY. CONTRACTOR shall complete and submit the Final Report to the Children's Services Program Manager no later than 30 days following the end of the term of this Agreement.

A.2 SCOPE OF DUTIES OF COUNTY

A.2.1 COUNTY shall:

- A. Refer families who meet the Differential Response criteria to CONTRACTOR.

- B. Provide case consultation and technical assistance as needed and available.
- C. Make available training on the Signs of Safety model and the Structured Decision Making risk assessment tool to CONTRACTOR's Differential Response staff, as appropriate.
- D. Provide at least one Social Worker Supervisor with experience in either Emergency Response or supervising out-stationed staff to participate regularly in the monthly meetings with CONTRACTOR.

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 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a monthly contract fee per family not to exceed Nine Hundred Seventy-One Dollars and Forty Four Cents (\$971.44) for the time period of 10/1/2011 – 6/30/2012 and Nine Hundred Fifty-Three Dollars and Ninety Four Cents (\$953.94) for the time period of 7/1/2012-6/30/2013 in accordance with the rate specified below, based upon the cost justification specified in Attachment "H" – Cost Justification:

Differential Response Services	Monthly Cost per Family
10/1/11 through 06/30/12	\$971.44
07/1/12 through 06/30/13	\$953.94

In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Two Hundred Forty Thousand Two Hundred and Forty-Six Dollars (\$240,246.00) without a formal written amendment to this Agreement approved by the COUNTY.

	Yearly Allocated Amount
10/1/11 through 06/30/12	\$120,123.00
07/1/12 through 06/30/13	\$120,123.00
TOTAL	\$240,246.00

B.2 CONTRACTOR understands that payment for services rendered pursuant to this Agreement must be paid by COUNTY no later than June 10, 2013. For services rendered during the months of October, 2011 through May, 2013, CONTRACTOR shall submit a monthly invoice in the format as specified in Attachment "G" – Invoice Format after the completion of services but no later than the tenth (10th) day of the month following the provision of services. COUNTY shall issue payment in accordance with the terms of this Agreement no later than 30 days after the receipt of a complete and accurate invoice.

In the month of June, 2012 and June, 2013, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment "G" – Invoice Format based upon the estimated cost of services to be rendered no later than June 10, 2012 and June 10, 2013. CONTRACTOR shall submit a final invoice based upon the actual cost of services rendered no later than July 10, 2012 and July 10, 2013. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

B.2.1 CONTRACTOR understands and agrees that payment will not be paid unless and until any overdue reports specified by this Agreement are provided by CONTRACTOR.

B.3 FULL COMPENSATION. Both parties understand that each invoice approved and paid shall constitute full and complete compensation to CONTRACTOR for the period of service 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 FISCAL RECORDKEEPING. CONTRACTOR shall establish, maintain, and keep adequate, consistent and accurate fiscal documentation to ensure and demonstrate that the costs of services submitted for payment by CONTRACTOR under this Agreement are unduplicated and applicable solely to the services rendered pursuant to this Agreement (i.e. books, records, documents, and other evidence supporting consistent and established accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of services under this Agreement.

B.7 AUDIT PROVISION. 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 and any other agreement. COUNTY will assure CONTRACTOR is advised of potential disallowed costs and given the 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 (for Social Services contracts). 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.

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":
Roy A. Martin,
Executive Director
GraceSource, Inc.
P.O. Box 877
Yuba City, CA 95992

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.) | \$1,000,000 | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 | Per accident for bodily injury and property damage. |

3. Workers' Compensation:	As required by the State of California.	
4. Employer's Liability:	\$1,000,000	Each accident, \$1,000,000 policy limit bodily injury by disease, \$ 1,000,000 each employee bodily injury by disease.
5. Professional Errors and Omissions Liability (if required):	\$N/A	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 of no less than A: VII unless otherwise acceptable to the COUNTY.

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

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

ATTACHMENT F

CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1. INTRODUCTION.

For the purposes of carrying out a contract for differential response services entered into between the COUNTY OF YUBA (hereinafter "COUNTY") and GraceSource Inc. (hereinafter "CONTRACTOR"), the COUNTY has provided the CONTRACTOR access to Confidential Information. The provisions and statement sets forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2. DEFINITIONS.

F.2.1 CONFIDENTIAL INFORMATION shall include, but is not limited to, personally identifiable information, protected health information, financial information, financial account numbers, driver's license numbers, social security numbers, marital status, etc.

F.2.2 PERSONALLY IDENTIFIABLE INFORMATION is Confidential Information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

F.2.3 BREACH shall mean the acquisition, access, use or disclosure of Confidential Information which compromises the security or privacy of such information.

F.2.4 SECURITY INCIDENT shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any Confidential Information.

F.3. BACKGROUND.

The COUNTY maintains Confidential Information to perform functions, activities, and/or services directly related to the administration of a social service program. Such Confidential Information may not be used, accessed, or disclosed for any other purposes.

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy

of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of Confidential Information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

Establishing safeguards for Confidential Information can limit the potential exposure of Confidential Information and CONTRACTOR is expected to adhere to current industry standards and best practices in the management of data collected by, or on behalf of, the COUNTY, and within the CONTRACTOR'S possession.

However, even with sound practices and safeguards, exposure can occur as a result of a theft, loss, compromise or Breach of the data and/or systems containing data. At these times, the CONTRACTOR must immediately report the incident surrounding the loss or Breach of data in the CONTRACTOR'S possession and absorb any associated costs as deemed by the COUNTY to be reasonable and necessary.

F.4. PROVISIONS.

F.4.1 The CONTRACTOR shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

F.4.2. The COUNTY requires at least the following minimum standards of care in handling the Confidential Information:

F.4.2.1 Securing all areas where Confidential Information is maintained and/or stored;

F.4.2.2 Utilizing all industry standard encryption and methodology through which Confidential Information is transmitted and/or stored. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.;

F.4.2.3 Limiting the removal of Confidential Information from the CONTRACTOR'S premises except for those purposes as designated in the underlying Agreement;

- F.4.2.4** Ensuring only the minimum necessary amount of Confidential Information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;
- F.4.2.5** Not leaving Confidential Information unattended or accessible to unauthorized individuals; and
- F.4.2.6** Disposing of Confidential Information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.
- F.4.3** Confidential Information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.
- F.4.4** In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including Confidential Information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.
- F.4.5** The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.
- F.4.6** If there is an incident involving theft, loss, compromise, and/or Breach of Confidential Information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.
- F.4.7** If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the Confidential Information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

F.4.8 NOTIFICATION OF BREACH.

F.4.8.1. Upon the suspicion or discovery of a Breach, Security Incident, intrusion, or unauthorized use or disclosure of Confidential Information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

F.4.8.2. Notification of any Breach, Security Incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Yuba County Privacy Officer
Phone: (530) 749-6311
E-Mail: securityincidents_hhsd@co.yuba.ca.us
Fax: (530) 749-6281

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected Breach, Security Incident, or unauthorized access of Confidential Information. Within seventy two (72) hours of the discovery, if an actual Breach has occurred, the CONTRACTOR shall notify the individual identified in section F.4.8.2 of the following:

- (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data);
- (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed Personally Identifiable Information and/or Confidential Information;
- (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized;
- (d) A description of the probable causes of the improper use or disclosure; and
- (e) Whether any state or federal laws requiring individual notifications of breaches are triggered.

F.4.8.4 The COUNTY will coordinate with the CONTRACTOR to determine additional specific actions that will be required of the CONTRACTOR for mitigation of the Breach, which may include notification to the individual or other authorities.

F.4.8.5 All associated costs shall be borne by the CONTRACTOR. This may include, but is not limited to, costs associated with notifying the affected individuals.

F.4.9 The COUNTY may require that the CONTRACTOR provide evidence of adequate background checks for individuals who are entrusted by the CONTRACTOR to work with the COUNTY's Confidential Information.

F.4.10 The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the Confidential Information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's Confidential Information, including provisions for destruction of all data and backup copies of data. All COUNTY-owned media containing Confidential Information shall be returned to the COUNTY when no longer legitimately needed by the CONTRACTOR.

F.5. ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

The CONTRACTOR hereby understands the above provisions and statements. The CONTRACTOR further understands the sensitivity of the Confidential Information and understands that the CONTRACTOR must protect the confidentiality of all COUNTY information placed within the CONTRACTOR's care or which the CONTRACTOR may come across during the course of the Agreement.

DATED: _____

CONTRACTOR

Signature

Roy Martin, Executive Director

ATTACHMENT G

INVOICE FORMAT

Contractor's Name: GraceSource, Inc.

Contractor's Address: P.O. Box 877, Yuba City, CA 95992

Contact Name: Terri Gentile

Phone Number and Email: 530-740-7766, T.Gentile@gracesoureinc.org

Period of Service: MONTH, YEAR

<u>Invoice</u> <u>Services</u>			
<u>Type</u>	<u>Rate Basis</u>	<u># of Families</u>	<u>Amount</u>
Differential Response	\$	_____	_____
Invoice Grand Total			_____

Certification:

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

Authorized Signature

Date

Mail original invoice and monthly reporting forms to:
Yuba County Health and Human Services Department
Attention: Fiscal
P.O. Box 2320
Marysville, CA 95901

ATTACHMENT H COST JUSTIFICATION

COST JUSTIFICATION WORKSHEET 2011-2012

PERSONNEL EXPENSE

SALARY		% of	Salary	Annual	
Position	Name	Time to	per	Amount to	In-kind
		Service	month	Service	
DR Coordinator	Terri Gentile	25.0%	\$ 3,294	\$ 9,882	
DR Administrative Assistant	Julie Van Arstsdalen	12.5%	\$ 1,777	\$ 2,666	
DR Child Care Provider	To be hired	25.0%	\$ 1,820	\$ 5,460	
AmeriCorps Members, Four (4)	To be hired	100.0%	n/a	\$ 42,000	
GraceSource Case Manager	Sandra Tenorio	25.0%	\$ 2,302		\$ 6,906
GraceSource Case Manager	Santiago Magana	25.0%	\$ 1,820		\$ 5,460
Total Salaries				\$ 60,008	\$ 12,366

BENEFITS		% of	Rate	Annual	
Position	Type	Time to	per	Amount to	In-kind
		Service	month	Service	
DR Coordinator	FICA/MediCare	25.0%	\$ 275	\$ 825	
	SUI	25.0%	\$ 37	\$ 111	
	Worker's Comp	25.0%	\$ 108	\$ 324	
	Health Ins.	25.0%	\$ 300	\$ 900	
DR Administrative Assistant	FICA/MediCare	12.5%	\$ 136	\$ 204	
	SUI	12.5%	\$ 37	\$ 56	
	Worker's Comp	12.5%	\$ 54	\$ 81	
	Health Ins.	12.5%	\$ -	\$ -	
DR Child Care Provider	FICA/MediCare	25.0%	\$ 140	\$ 420	
	SUI	25.0%	\$ 37	\$ 111	
	Worker's Comp	25.0%	\$ 55	\$ 164	
	Health Ins.	25.0%	\$ -	\$ -	
AmeriCorps Members, Four (4)	FICA/MediCare	100.0%	n/a	\$ -	
	SUI	100.0%	n/a	\$ -	
	Worker's Comp	100.0%	n/a	\$ -	
	Health Ins.	100.0%	n/a	\$ -	
GraceSource Case Manager	FICA/MediCare	25.0%	\$ 200		\$ 600
	SUI	25.0%	\$ 37		\$ 111
	Worker's Comp	25.0%	\$ 79		\$ 237
	Health Ins.	25.0%	\$ 300		\$ 900
GraceSource Case Manager	FICA/MediCare	25.0%	\$ 163		\$ 489
	SUI	25.0%	\$ 37		\$ 111
	Worker's Comp	25.0%	\$ 64		\$ 191
	Health Ins.	25.0%	\$ 300		\$ 900
Total Benefits				\$ 3,195	\$ 3,539
Total Personnel Expense				\$ 63,202	\$ 15,905

Bookkeeping	Program cost based on estimate supplied by the provider for issuing monthly payroll and expense checks, providing payroll and profit and loss reports, tax completion, and state and federal filings.	\$	900	
Communications	Program cost based on historical usage of telephone and internet and costs of telephone equipment. Proration of 25% based on FTE.	\$	2,600	
Duplicating/Publishing	Program cost based on providing marketing materials and duplication of project materials for similar projects. Proration of 25% based on FTE.	\$	1,000	
Maintenance	Program cost based on maintenance of equipment and facilities for similar projects. Proration of 25% based on FTE.	\$	150	
Facilities	Program cost based on historical costs of providing space and equipment usage for similar projects. Costs include but are not limited to copier, alarm, cleaning, utilities, building repairs, insurance, etc. Proration of 25% based on FTE.	\$	2,800	
Group Activities	Program cost based on historical costs of providing groups for similar projects. Costs include but are not limited to group materials, incentives for group participation, food and beverages for attendees, etc. Proration of 25% based on FTE.	\$	2,000	
Office Supplies	Program cost based on historical costs of providing office materials for similar projects. Costs include but are not limited to paper, pens, forms, ink cartridges, water, educational materials, postage, small office equipment, etc. Proration of 25% based	\$	3,000	
Office Equipment	Estimated cost for four desktop computers to be used for program related services including but not limited to email, case notes, marketing materials, research, etc.	\$	2,400	
Training	Program cost based on costs of providing employment, estimated number of required trainings and on-going employee development, etc.	\$	4,000	
Travel/Lodging/Per Diem	Program cost based on estimated number of required trainings, historical costs of providing on-going employee development, and mileage for providing quality home visitation services to families enrolled in the project.	\$	4,200	
Rent	100 sq.ft. x \$1.00/sq.ft. x 100%FTE x 12 mos. X 4 AC members 100 sq.ft. x \$1.00/sq.ft. x 20%FTE x 12 mos. DR Coord. 100 sq.ft. x \$1.00/sq.ft. x .125%FTE x 12 mos. X DR Admin Asst.	\$	5,190	
Total Operating Expense		\$	23,050	\$ 5,190
SUBCONTRACTORS	Methodology			
Mental Health Specialist	\$30/hour x 200 hours	\$	6,000	\$ -
INDIRECT	Methodology			
		\$	6,320	
DIRECT	Methodology			
	including transportation assistance (bus passes/gas cards), temporary food assistance, housing (cleaning supplies/ dumpster rental), furniture (beds), clothing, materials to implement case plan activities, and limited past-due bill support. Estimated at \$150/family x 120 families annually.	\$	18,000	
TOTAL ANNUAL AMOUNT TO SERVICE		\$	116,572	\$ 21,095
	Methodology			
COST PER SERVICE UNIT	Total /12 mos./10 families/month	\$	971.44	

COST JUSTIFICATION WORKSHEET 2012-2013

PERSONNEL EXPENSE

SALARY		% of	Salary	Annual	
Position	Name	Time to	per	Amount to	In-kind
		Service	month	Service	
DR Coordinator	Terri Gentile	25.0%	\$ 3,294	\$ 9,882	
DR Administrative Assistant	Julie Van Arstsdalen	12.5%	\$ 1,867	\$ 2,801	
DR Child Care Provider	To be hired	25.0%	\$ 1,907	\$ 5,460	
AmeriCorps Members, Four (4)	To be hired	100.0%	n/a	\$ 42,000	
GraceSource Case Manager	Sandra Tenorio	25.0%	\$ 2,427		\$ 7,281
GraceSource Case Manager	Santiago Magana	25.0%	\$ 1,907		\$ 5,721
Total Salaries				\$ 60,143	\$ 13,002

BENEFITS		% of	Rate	Annual	
Position	Type	Time to	per	Amount to	In-kind
		Service	month	Service	
DR Coordinator	FICA/MediCare	25.0%	\$ 275	\$ 825	
	SUI	25.0%	\$ 37	\$ 111	
	Worker's Comp	25.0%	\$ 126	\$ 378	
	Health Ins.	25.0%	\$ 300	\$ 900	
DR Administrative Assistant	FICA/MediCare	12.5%	\$ 143	\$ 215	
	SUI	12.5%	\$ 37	\$ 56	
	Worker's Comp	12.5%	\$ 66	\$ 99	
	Health Ins.	12.5%	\$ -	\$ -	
DR Child Care Provider	FICA/MediCare	25.0%	\$ 146	\$ 438	
	SUI	25.0%	\$ 37	\$ 111	
	Worker's Comp	25.0%	\$ 67	\$ 201	
	Health Ins.	25.0%	\$ -	\$ -	
AmeriCorps Members, Four (4)	FICA/MediCare	100.0%	n/a	\$ -	
	SUI	100.0%	n/a	\$ -	
	Worker's Comp	100.0%	n/a	\$ -	
	Health Ins.	100.0%	n/a	\$ -	
GraceSource Case Manager	FICA/MediCare	25.0%	\$ 209		\$ 627
	SUI	25.0%	\$ 37		\$ 111
	Worker's Comp	25.0%	\$ 96		\$ 288
	Health Ins.	25.0%	\$ 300		\$ 900
GraceSource Case Manager	FICA/MediCare	25.0%	\$ 169		\$ 507
	SUI	25.0%	\$ 37		\$ 111
	Worker's Comp	25.0%	\$ 78		\$ 234
	Health Ins.	25.0%	\$ 300		\$ 900
Total Benefits				\$ 3,333	\$ 3,678
Total Personnel Expense				\$ 63,475	\$ 16,680

COST JUSTIFICATION WORKSHEET 2012-2013

OPERATING EXPENSE	Methodology	Service	In-kind
Bookkeeping	Program cost based on estimate supplied by the provider for issuing monthly payroll and expense checks, providing payroll and profit and loss reports, tax completion, and state and federal filings.	\$ 900	
Communications	Program cost based on historical usage of telephone and internet and costs of telephone equipment. Proration of 25% based on FTE.	\$ 2,600	
Duplicating/Publishing	Program cost based on providing marketing materials and duplication of project materials for similar projects. Proration of 25% based on FTE.	\$ 1,000	
Maintenance	Program cost based on maintenance of equipment and facilities for similar projects. Proration of 25% based on FTE.	\$ 150	
Facilities	Program cost based on historical costs of providing space and equipment usage for similar projects. Costs include but are not limited to copier, alarm, cleaning, utilities, building repairs, insurance, etc. Proration of 25% based on FTE.	\$ 2,800	
Group Activities	Program cost based on historical costs of providing groups for similar projects. Costs include but are not limited to group materials, incentives for group participation, food and beverages for attendees, etc. Proration of 25% based on FTE.	\$ 2,000	
Office Supplies	Program cost based on historical costs of providing office materials for similar projects. Costs include but are not limited to paper, pens, forms, ink cartridges, water, educational materials, postage, small office equipment, etc. Proration of 25% based	\$ 3,000	
Office Equipment	Estimated cost for four desktop computers to be used for program related services including but not limited to email, case notes, marketing materials, research, etc.	\$ -	
Training	Program cost based on costs of providing employment, estimated number of required trainings and on-going employee development, etc.	\$ 4,000	
Travel/Lodging/Per Diem	Program cost based on estimated number of required trainings, historical costs of providing on-going employee development, and mileage for providing quality home visitation services to families enrolled in the project.	\$ 4,200	
Rent	100 sq.ft. x \$1.00/sq.ft. x 100%FTE x 12 mos. X 4 AC members 100 sq.ft. x \$1.00/sq.ft. x 20%FTE x 12 mos. DR Coord. 100 sq.ft. x \$1.00/sq.ft. x .125%FTE x 12 mos. X DR Admin Asst.		\$ 5,190
Total Operating Expense		\$ 20,650	\$ 5,190
SUBCONTRACTORS	Methodology		
Mental Health Specialist	\$30/hour x 200 hours	\$ 6,000	\$ -
INDIRECT	Methodology		
		\$ 6,348	
DIRECT	Methodology		
	families including transportation assistance (bus passes/gas cards), temporary food assistance, housing (cleaning supplies/ dumpster rental), furniture (beds), clothing, materials to implement case plan activities, and limited past-due bill support. Estimated at \$150/family x 120 families	\$ 18,000	
TOTAL ANNUAL AMOUNT TO SERVICE		\$ 114,473	\$ 21,870
	Methodology		
COST PER SERVICE UNIT	Total /12 mos./10 families/month	\$ 953.94	

ATTACHMENT I

DIFFERENTIAL RESPONSE MONTHLY REPORTING FORM

Agency: _____ Month _____

1. Total active DR cases at beginning of month: _____
2. DR cases closed this month: _____
3. # of families referred for DR this month: _____
4. # of families accepting DR services this month: _____
5. # of cases where DR was declined this month: _____
6. # of DR case plans developed and signed this month: _____
7. Total DR cases at end of month: _____

Services / Outcomes

Identified Service Needs: areas that parents have identified for themselves or for their children. Multiple needs may be counted for each family

Safety in community:	_____	Food Security:	_____
Safety issues in the home (see dom. violence):	_____	Drug/alcohol abuse:	_____
Health Care:	_____	Relationship issues:	_____
Mental Health:	_____	Parenting education:	_____
Social Isolation:	_____	Child development:	_____
Employment:	_____	School/ pre-school related:	_____
		Daycare:	_____

Service Outcomes: areas that parents have identified as having improved as a result of services being offered. Multiple areas of improvement may be counted for each family

Safety in community:	_____	Food Security:	_____
Safety issues in the home (see dom. violence):	_____	Drug/alcohol abuse:	_____
Health Care:	_____	Relationship issues:	_____
Mental Health:	_____	Parenting education:	_____
Social Isolation:	_____	Child development:	_____
Employment:	_____	School/ pre-school related:	_____
		Daycare:	_____

Case example of service needs/outcomes during this period:

Signature of person responsible for filling out report _____

ATTACHMENT J

CAPIT/CBCAP SERVICE GOALS AND OUTCOME PLAN SUMMARY

CAPIT/CBCAP Service Goals and Outcomes Plan Summary

INSTRUCTIONS: Please provide information as requested. Check box designating whether report is for CAPIT or CBCAP. This summary is Service Focused. Clients may access multiple services and shall be counted each time a service is provided during the reporting period. Count families only when services are provided to the entire family unit.

Agency: _____

Date: _____

CAPIT ☒

CBCAP ☒

Report Period: _____ TO _____

Client Centered Services:	Total number of clients completing services						Families
	ages 0 - 5 no disabilities or disabilities	ages 0 - 5 no disabilities or disabilities	ages 6 - 18 no disabilities or disabilities	ages 6 - 18 no disabilities or disabilities	Adults (19 years - older) no disabilities or disabilities	Adults (19 years - older) no disabilities or disabilities	
Family Counseling							
Parent Education and Support							
Home Visiting							
Psychiatric Evaluations							
Respite Care							
Day Care/Child Care							
Transportation							
Multidisciplinary Team Services							
Teaching and Demonstrating Homemakers							
Family Workers							
Temp In-Home Caretakers							
Health Services							
Special Law Enforcement							
Voluntary Home Visiting							
Parenting Program (Classes)							
Parent Mutual Support							
Family Resource Center							
Family Support Program							
Other Specify							
Other Specify							
Other Specify							
Other Specify							
TOTALS	0 to 5 no disabilities or disabilities	0 to 5 no disabilities or disabilities	6 to 18 no disabilities or disabilities	6 to 18 no disabilities or disabilities	Adults no disabilities or disabilities	Adults no disabilities or disabilities	Families

Service Goals and Outcome Summary Report for the Month of:

Client Characteristics:	Total number of clients receiving services										Gender			
	ages 0-5		ages 6-18		Adults (19year-older)		Children		Adult					
	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	Female	Male	Female	Male	Female	Male	Female	Male
White (non-Hispanic)														
Hispanic														
Black														
Asian														
Native American														
Other (specify)														
TOTALS	0-5 without disabilities 0	0-5 w disabilities 0	6-18 without disabilities 0	6-18 w disabilities 0	Adults without disabilities 0	Adults w disabilities 0	Female 0	Male 0	Female 0	Male 0	Female 0	Male 0	Female 0	Male 0
NUMBER OF PARTICIPANTS														
Agency Centered Activities:	Parent(consumer of services)		County agency staff		Private nonprofit staff		Child Abuse Council Staff		Other (specify)					
State or Regional Training														
Peer Review														
Evaluation/Research														
Other (Specify)														

ATTACHMENT K

Annual Reporting for Community-Based Child Abuse Prevention (CBCAP) Service Array

1. CBCAP SERVICES AND ACTIVITIES

A. Interdisciplinary/Innovative Services and Funding

CBCAP funding is intended to promote innovation and collaboration between disciplines to maximize the use of the various federal, state, local and private funds to enhance child abuse prevention programs. The following sample illustrates how the template should be completed.

Sample:

<i>Name of the program:</i>	
Family Resource Centers (FRC) Network	
<i>Name of the service provider:</i>	
Bedrock Community Foundation	
<i>Description of the program:</i>	
FRC Network is a comprehensive, countywide integrated service delivery system composed of 7 FRCs. The network provides peer support, training, evaluation and quality assurance, technical assistance and seeks resources to sustain the FRC's.	
<i>List the services this program provides:</i>	
Parenting education and support, public awareness/education, individual and family counseling, respite care, and information and referral.	
<i>Identify the agencies who collaborated to develop and implement this program:</i>	
The FRCs utilize a multidisciplinary approach supported through a commitment from child welfare, public health, mental health, developmental health services, CalWORKs and public and private agencies who are committed to the prevention of child abuse and neglect.	
<i>In addition to CBCAP funds, list other funds used to support this program:</i>	
The following funding streams were used in the development, implementation and maintenance of this network and its FRC members: County Children's Trust Fund, Healthy Families, CBCAP, CAPIT, PSSF, Child Welfare Services Outcome Improvement Project, First Five, Health Services Targeted Case Management, Mental Health Services Act, private donations and Stuart Foundation Grant.	
<i>Enter an "X" to indicate the program's service delivery system:</i>	
<input checked="" type="checkbox"/>	Family Resource Center
<input checked="" type="checkbox"/>	Family Resource Center Network
<input type="checkbox"/>	In-Home Visiting Program
<input type="checkbox"/>	Linkages
<input type="checkbox"/>	Respite Care
<input type="checkbox"/>	Parent Support Program
<input type="checkbox"/>	Target Population:
<input type="checkbox"/>	Parenting Program
<input type="checkbox"/>	Target Population:
<input type="checkbox"/> Community-based response, i.e. Differential Response, Path I	
<input type="checkbox"/>	Web-based – Explain:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	None

Utilizing the template below identify and describe a community-based and prevention-focused program developed, implemented or operating in the county that was a result of innovative funding and interdisciplinary collaboration. The program selected must be supported with CBCAP funds.

Name of the program:		
Name of the service provider:		
Description of the program:		
List the services this program provides:		
Parent education and support, early child development and screening, and improving family access to formal and informal resources.		
Identify the agencies who collaborated to develop and implement this program:		
First5Yuba.		
In addition to CBCAP funds, list other funds used to support this program:		
Camptonville Community Partnership applied for and received a grant funding from First5Yuba to start and run the 1, 2, 3, Grow program through June 2012.		
Enter an "X" to indicate the program's service delivery system:		
<input type="checkbox"/>	Family Resource Center	
<input type="checkbox"/>	Family Resource Center Network	
<input type="checkbox"/>	In-Home Visiting Program	
<input type="checkbox"/>	Linkages	
<input type="checkbox"/>	Respite Care	
<input type="checkbox"/>	Parent Support Program	Target Population:
<input type="checkbox"/>	Parenting Program	Target Population:
<input type="checkbox"/>	Community-based response, i.e. Differential Response, Path I	
<input type="checkbox"/>	Web-based – Explain:	
<input type="checkbox"/>	Other:	
<input type="checkbox"/>	None	

B. Prevention Direct Services that Meet Community Needs

Provide an example of a direct service activity that addresses an unmet need identified in the community. An unmet need is when the data points to a particular need where a service or resource is unavailable.

Sample:

Describe the unmet need as determined/identified in the county's current OCAP Plan or integrated CSA:
<i>The integrated CSA indicates a 5% increase in teen pregnancy in the county. Child Welfare referral rates show a prevalence of child neglect among teen parents. A focus group of teen parents indicated the need for training in parenting skills.</i>
Describe/identify/list a direct service activity that was implemented or in operation to meet the above unmet need during this reporting period:
<i>The County implemented the Project SafeCare, an In-home Intervention Program. The program provides teen parents with training in three aspects of child care: treating illnesses and maximizing their health-care skills (health), positive and effective parent-child interaction skills (bonding), and maintaining hazard-free homes (safety) for their children.</i>
In addition to CBCAP funds, list the funds used to support this program and/or activity.
<i>Stuart Foundation and Maternal, Child and Adolescent Health (MCAH) funds</i>

Below report on one CBCAP funded direct service activity that was implemented during the reporting period. Do not use the same program reported in question 1.A., "Interdisciplinary/Innovative Services and Funding."

<input type="checkbox"/>	Enter an "x" if there are no other direct service programs or this question does not apply.
Describe the unmet need as determined/identified in the county's current OCAP Plan or CSA:	
Describe/identify/list a direct service activity that was implemented or in operation to meet the above unmet need during this reporting period:	
In addition to CBCAP funds, list the funds used to support this program and/or activity.	

C. Prevention Network Activity

How has the county supported (through contracts, interagency agreement and/or other means) the effective development, operation and expansion of community-based and prevention focused programs and activities.

<input type="checkbox"/>	Enter an "x" if no prevention network activities were conducted during this reporting period.
Describe the activities conducted during the reporting period?	
What was the need that was identified in the county's OCAP Plan or integrated CSA that was addressed by these activities?	
What is the expected outcome?	

1. CBCAP EVALUATION

A. CBCAP Peer Review

Peer Review is a form of quality assurance that uses a process of self-assessment and external review by two or more similar CBCAP programs. The CBCAP Peer Review process is in addition to the Peer Quality Case Review (PQCR) used in the California Children and Families Services Review. The PQCR cannot supplant the CBCAP Peer Review process as they are two separate requirements. For more information regarding the CBCAP Peer Review visit:
<http://www.friendsnrc.org/outcome/review.htm>

Below enter an "x" to select one of the following two options to report on peer review activities:

If option "1" is selected, enter an "x" to indicate all CBCAP Peer Review activities that were conducted during this reporting period. Provide a brief description of one of the activities selected.

<input type="checkbox"/>	Local CBCAP peer review activities included:
<input type="checkbox"/>	CBCAP peer review training
<input type="checkbox"/>	On-site visit by peers that included observation and discussion

<input type="checkbox"/>	Case review by peers for the purpose of self assessment and improvement of practice
<input type="checkbox"/>	Facilitated focus group with peers for the purpose of self assessment and improvement
<input type="checkbox"/>	Other, describe:

Provide a description of one of the activities selected above. Include the name of the CBCAP program selected for peer review, at least one finding, and strategies discussed for program/practice improvement:

If option "ii" is selected, include a description of the challenges that prevented the implementation of the CBCAP peer review process.

ii.	<input type="checkbox"/>	Enter an "x" if no CBCAP peer review activities occurred during the reporting period. Describe the challenges that prevented the implementation of a peer review process:
-----	--------------------------	---

B. Client Satisfaction

- i. Below provide a case specific example of a parent/consumer who benefited from CBCAP services during the reporting period. Include the services the parent/consumer received and the change in the parent/consumer's behavior that demonstrated how the parent/consumer benefited from the service. Include the name of the CBCAP program.

Description of case, service received and change in parent/consumer's beliefs, attitude and/or behavior:
Provide the name of the CBCAP program:

- ii. Below enter an "x" to select the tool used to assess the parent/consumer's satisfaction in the services received from the program identified in B.i., above.

<input type="checkbox"/>	Telephone Survey
<input type="checkbox"/>	In-person Interview
<input type="checkbox"/>	On-line Survey
<input type="checkbox"/>	In person pre and post test
<input type="checkbox"/>	Focus Group
<input type="checkbox"/>	Other, explain:

- iii. Below describe changes, if any, the service provider will implement as a result of the feedback received from parent/consumers of the CBCAP program indicated in section B.i.

Although no new programs were implemented because of consumer feedback the issue of transportation for consumers has become a problem. Many of the Spanish speaking only families are afraid of the local bus system and refuse to use it. In an effort to assist families in accessing public transportation home visitors take the time to show families how to use the local bus system to gain confidence and overcome their fears.

C. Evaluating and Reporting on CBCAP Outcomes

Outcomes can be:

- **Short-term outcomes** that may result in changes in attitude, beliefs and knowledge;
- **Intermediate outcomes** that may result in the development and practice of new skills;
- **Long term outcomes** that may result in permanent changes at an individual level or changes that create an impact on larger social structures.

Select one of the CBCAP funded programs in your county and using one of the CBCAP outcomes (listed above) demonstrate how this outcome is used to measure the effectiveness of this program.

Sample:

Name of CBCAP Program, Public Awareness or Prevention Network Activity:		Regional Intervention Program (RIP)	
Services or activity:	<input checked="" type="checkbox"/> Program/Services	<input type="checkbox"/> Public Awareness Activity	<input type="checkbox"/> Prevention Network Activity
Purpose:	To teach parents methods for interacting with children that will maximize positive, developmentally appropriate behavior, while minimizing noncompliant and negative behaviors.		
Description:	The parent training has three modules: <ul style="list-style-type: none"> • Behavioral Skills Training • Social Skills Training • Preschool Classroom. Each segment of the training takes place in the context of a variety of structured adult-child interaction sessions on-site as well as daily-living programs at home.		
Enter an "x" to select one of the outcomes below: <input type="checkbox"/> Short-term <input checked="" type="checkbox"/> Intermediate-term <input type="checkbox"/> Long-term	Intermediate Outcomes that were achieved for RIP parents and children: <ul style="list-style-type: none"> • Parents demonstrated improved child behavior management skills. • Children demonstrated increased compliant behavior in the school setting and at home. • Children demonstrated more appropriate and positive social interaction. 		
How was the outcome measured:	Pre and post 30 minute observation sessions at home and school.		

Below provide the name, purpose, description of a CBCAP funded program, public awareness, or prevention network activity. Select one outcome and describe how the outcome was achieved and how the outcome was measured.

Name of CBCAP Program, Public Awareness, or Prevention Network Activity:			
Services or activity:	<input type="checkbox"/> Program/Services	<input type="checkbox"/> Public Awareness Activity	<input type="checkbox"/> Prevention Network Activity
Purpose:			
Description:			

Enter an "x" to select one of the outcomes below: <input type="checkbox"/> Short-term <input type="checkbox"/> Intermediate-term <input type="checkbox"/> Long-term	
How was the outcome measured:	

3. PARENTS/CONSUMERS

A. PARENT LEADERSHIP AND FAMILY INVOLVEMENT

The OCAP maintains a commitment to strengthen parent leadership and parent involvement throughout the State. Meaningful parent involvement can occur when parents are viewed as effective leaders in shaping the direction of their families, programs and communities. Parent leaders assist counties with their efforts to improve service delivery and outcomes.

- i. Below enter an "x" to indicate which activities were provided to enhance parent participation and leadership in the prevention of child abuse and neglect:

<input type="checkbox"/>	Skill Development Training	<input type="checkbox"/>	Invitation to staff meetings
<input type="checkbox"/>	Agency Orientation	<input type="checkbox"/>	Stipend
<input type="checkbox"/>	Conference (sponsored attendance)	<input type="checkbox"/>	Child Care
<input type="checkbox"/>	Convenient time and location for meetings	<input type="checkbox"/>	Transportation
<input type="checkbox"/>	Awards, Recognition or Scholarship	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Provision of ongoing training	<input type="checkbox"/>	Other:

Enter an "x" if no activities were provided to enhance parent participation and leadership in the prevention of child abuse and neglect during this reporting period.

- ii. Choose one of the activities that was selected in question 3.A.i.. Provide details on the efforts to enhance parent participation and leadership.

Activity selected:
Description of the efforts to enhance parent participation and leadership:

- iii. Enter an "x" to indicate the activities where parents were active participants:

<input type="checkbox"/>	Grant making board or committee	<input type="checkbox"/>	Served as a mentor for other families
<input type="checkbox"/>	Agency advisory board or council	<input type="checkbox"/>	Recruitment of volunteers
<input type="checkbox"/>	State or local board or council	<input type="checkbox"/>	Participated in the hiring process
<input type="checkbox"/>	Development of the County Self Assessment	<input type="checkbox"/>	Developed educational material
<input type="checkbox"/>	Development of the County System Improvement Plan	<input type="checkbox"/>	Participated in fund raising activities
<input type="checkbox"/>	Program monitoring and evaluation	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Review and selection of grant proposals	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Training staff and volunteers	<input type="checkbox"/>	Other:

<input type="checkbox"/>	Provided outreach activities	<input type="checkbox"/>	Other:	
--------------------------	------------------------------	--------------------------	--------	--

<input type="checkbox"/>	Enter an "x" if parents were not active participants in the planning, implementing and evaluating of child abuse prevention programs during this reporting period.
--------------------------	--

- iv. Describe the challenges or technical assistance needs regarding the recruitment and retention of parent leaders:

--

- v. From the above in 5.A.iii. provide details of one of the activities where the parent was an active participant in the planning, implementing and evaluating child abuse prevention programs. Include strengths and challenges.

Activity selected:
Description of the project, role and activities the parent performed as an active participant:

- vi. Enter an "x" to identify the funding source that supported the activities indicated above, 3.A.i and 3.A.iii:

<input type="checkbox"/>	CBCAP	<input type="checkbox"/>	CAPIT
<input type="checkbox"/>	PSSF	<input type="checkbox"/>	Other

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The County Of Yuba

484-11

PROBATION DEPARTMENT

JAMES L. ARNOLD
CHIEF PROBATION OFFICER



(530) 749-7550
FAX (530) 749-7364

TO: Board of Supervisors

FROM: Yuba County Probation Department
Brent Hungrige, Deputy Superintendent of Juvenile Hall

SUBJECT: Resolution accepting donation.

DATE: November 1, 2011

Recommendation

Pam Foster would like to donate various pieces of exercise equipment valued at approximately \$6000.00 to the Juvenile Hall. The Probation Department and Juvenile Hall / Camp Singer Youth Guidance Center would like a resolution accepting and acknowledging Pam Foster's donation to the youth facility. In accordance with Government Code 25355, the Board of Supervisors is authorized to accept any gift made of the County.

Background

Pam Foster owned and operated Curves on Hazel Street in Gridley. She is closing her business and has kindly offered to donate various exercise equipment valued at approximately \$6000.00 to the Juvenile Hall. As part of Curves International Franchise Agreement, she is required to donate the exercise equipment to a detention facility that houses females.

Discussion

The youth housed in the Juvenile Hall and the Camp Singer Youth Guidance Center will benefit from this donation of exercise equipment. According to Human Resources and Organizational Services Director Martha Wilson, the impact to insurance and the liability to the county is minimal.

Committee Action

A review by committee is not necessary to accept this donation.

Fiscal Impact:

No budgetary impact to the County.

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

**RESOLUTION ACKNOWLEDGING)
A DONATION FROM PAM FOSTER,)
OWNER OF CURVES IN GRIDLEY)
IN AMOUNT OF \$6000.00)**

RESOLUTION NO:

WHEREAS, in accordance with Government Code 25355, the Board of Supervisors is authorized to accept any gift made of the County; and

WHEREAS, Pam Foster owned and operated Curves on Hazel Street in Gridley; and

WHEREAS, Pam Foster would like to donate various pieces of exercise equipment valued at approximately \$6000.00 to the youth at the Yuba County Juvenile Hall and Camp Singer Youth Guidance Center. Furthermore, satisfying the Curves requirement that donations are made to a facility housing females; and

WHEREAS, the exercise equipment needed to be picked up prior to October 31, 2011; and

WHEREAS, such unsolicited thoughtfulness brings enjoyment to others; and

WHEREAS, the County of Yuba wishes to acknowledge and thank Pam Foster for her generous donation to the youth;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Supervisors of the County of Yuba thanks Pam Foster and Curves for the donation of exercise equipment to the Yuba County Juvenile Hall and Camp Singer Youth Guidance Center and ratifies the acceptance of exercise equipment by the Yuba County Probation Department on October 20, 2011.

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

AYES:

NOES:

ABSENT:

Chairman, Roger Abe

ATTEST: **DONNA STOTTLEMEYER**
 Clerk of the Board of Supervisors

**APPROVED AS TO FORM
YUBA COUNTY COUNSEL**

By *Pat Geronone*
Angil P. Morris-Jones, Chief Deputy

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



482-11

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

Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

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

DATE: November 1, 2011

SUBJECT: Resolution of the Board of Supervisors Authorizing the Health and Human Services Department to Enter into Agreement with the State of California for the Supplemental Nutrition Assistance Program Education (SNAP-Ed) Grant for Federal Fiscal Year 2011/2012

RECOMMENDATION: Board of Supervisors approval of the Resolution of the Board authorizing the Health and Human Services Department to enter into an Agreement with the State of California for the Supplemental Nutrition Assistance Program Education (SNAP-Ed) Grant for the period of November 1, 2011 through September 30, 2012, and further authorizing the Chair of the Board to execute documents as required by the grant and to accept grant funds is recommended.

BACKGROUND: The Health and Human Services Department has been selected by the California Department of Public Health (CDPH), in conjunction with the California Department of Social Services (CDSS), to receive a \$300,000 grant award, with \$150,000 awarded to the "County Welfare Department" and \$150,000 awarded to the "Local Health Department" to partner and coordinate efforts to implement the SNAP-Ed program. The program, made available to the State of California through the United States Department of Agriculture (USDA), is intended to provide nutrition interventions and education to low-income residents on making healthier choices within their limited budgets, increasing fruit and vegetable consumption and increasing physical activity.

DISCUSSION: The short timeframes to submit a Budget Justification, Project Synopsis and Scope of Work for these grant funds did not allow time to seek Board approval prior to submitting the required documents to CDPH. Approval of this Resolution will allow the Health and Human Services Department to enter into an agreement with the State of California for grant funds for the period of November 1, 2011 through September 30, 2012.

FISCAL IMPACT: There is no County Match requirement to receive this funding.

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

IN RE:

AUTHORIZE YUBA COUNTY HEALTH AND)	
HUMAN SERVICES DEPARTMENT TO ENTER)	
INTO AGREEMENT WITH THE STATE OF)	
CALIFORNIA FOR THE SUPPLEMENTAL)	Resolution No. _____
NUTRITION ASSISTANCE PROGRAM)	
EDUCATION (SNAP-Ed) GRANT FOR THE)	
PERIOD OF NOVEMBER 1, 2011, THROUGH)	
SEPTEMBER 30, 2012, AND FURTHER)	
AUTHORIZE THE CHAIR OF THE BOARD)	
TO EXECUTE DOCUMENTS AS REQUIRED)	
BY THE GRANT AND ANY PERTINENT)	
DOCUMENTS RELATED TO THIS PROGRAM)	
AND AUTHORIZE THE ACCEPTANCE OF)	
FUNDS)	
_____)	

WHEREAS, the State of California has made funds available through California's Supplemental Nutrition Assistance Program Education (SNAP-Ed) to provide nutrition education to Californians participating or eligible to participate in the CalFresh (formerly known as the Food Stamp Program in California). California SNAP-Ed is federally funded by the United States Department of Agriculture (USDA) and administered at the state level by the California Department of Social Services (CDSS) and the California Department of Public Health's (CDPH's) *Network for a Healthy California*.

WHEREAS, Yuba County Health & Human Services Department was selected to receive a \$300,000 grant award, with \$150,000 to be awarded to the "County Welfare Department" and \$150,000 to be awarded to the "Local Health Department" to partner together to implement the SNAP-Ed program at the local level.

WHEREAS, it is in the best interests of the residents of Yuba County to participate in the SNAP-Ed program and utilize the award funds to provide nutrition interventions and education to the low-income residents in an effort to increase healthier food choices and daily physical activity.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the submission of the comprehensive SNAP-Ed Agreements to the State of California is hereby authorized.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba, as follows: That the Chair of the Board is hereby authorized to accept \$150,000 for the Social Services Division and \$150,000 for the Public Health Division for the period of November 1, 2011, through September 30, 2012, and any subsequent funds awarded for the stated period; to execute, upon review and approval of the County Counsel, documents as required by the grant contracts for the stated period; to authorize and execute the transfer and allocation of funds for the stated period, and further, the Chair of the Board is granted permission to amend contracts for additional or lesser funding, and to execute amendments or

memorandums of understanding developed under the grant if the allocation, or a portion thereof, is awarded. A copy of the said contracts or any amendments 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: _____

County of Yuba

By: _____
Chair

ATTEST: DONNA STOTTLEMEYER

Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES
COUNTY COUNSEL

By: Maria Bryant Belland

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

November 1, 2011



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

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 ON EAST SIDE OF POWERLINE ROAD, OLIVEHURST
(APN 014-010-016) FOR DRAINAGE IMPROVEMENTS

RECOMMENDATION:

- Adopt the attached resolution authorizing the Public Works Director to complete the purchase of APN 014-010-016 for \$80,000, including the execution of any necessary documents subject to County Counsel review.
- Approve the attached Purchase and Sale Agreement, and authorize the Chair to sign.
- Approve the attached Ag Lease allowing the current property owner (Jimmy Williams) to use the northern 2 acres of the property for a period of 10 years for storing/riding horses and authorize the Chair to sign.
- Adopt the attached budget amendment authorizing the use of drainage impact fee money (Trust 253) for the purchase.

BACKGROUND:

As your Board is aware, many areas in Olivehurst are prone to nuisance flooding due to poor drainage conditions and lack of infrastructure.

DISCUSSION:

The subject property is 6.8 acres in size, and is located on the east side of Powerline Road between Eighth Avenue and the southern boundary of Yuba Gardens School. The property is across the street from the recent drainage vault and pump station installed on Tenth Avenue to alleviate nuisance flooding. The subject property is the discharge point for pumping the nuisance water, which then continues southerly across the subject property and eventually under SR 70 to OPUD's Johnson Park Ditch.

We plan to improve the flowline of the existing drainage swale across the subject property to improve drainage capacity and may ultimately construct a shallow detention basin to further improve drainage conditions in the immediate area.

COMMITTEE ACTION:

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

FISCAL IMPACT:

\$88,000 from Trust 253 to cover the cost of acquisition, including title/escrow fees, and other miscellaneous costs such as weed abatement, if needed.

WHITE AUDITOR - CONTROLLER
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

AUDITOR - CONTROLLER TRANSFER NO. _____

Deane

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

DATE: NOVEMBER 1 20 11

DEPARTMENT CDSA

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

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASED

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
102-0000-371-9703		88,000
Local fees for construction		

ACCOUNT NO.	NAME	AMOUNT
102-9100-431-4700		88,000
Right of Way		

FUND TRANSFERS

FUNDS TO BE REDUCED:

FUND	AMOUNT
xx253-0000-372-9903	88,000

FUNDS TO BE INCREASED:

FUND	AMOUNT
102-0000-371-9703	88,000

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

FUND	ACCOUNT	AMOUNT			FUND	ACCOUNT	AMOUNT	
		DEBIT	CREDIT				DEBIT	CREDIT

REASON FOR TRANSFER: INCREASE BUDGET FOR PURCHASE OF APN 014-010-016 FOR DRAINAGE IMPROVEMENTS. ~~IMPROVEMENTS~~

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

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

**RESOLUTION AUTHORIZING THE)
PURCHASE OF REAL PROPERTY)
(APN 014-010-016) FROM JIMMY WILLIAMS)
AND AUTHORIZING THE PUBLIC WORKS)
DIRECTOR TO EXECUTE ALL)
DOCUMENTS REQUIRED TO FINALIZE)
THE PURCHASE OF THE REAL PROPERTY)**

RESOLUTION NO. _____

WHEREAS, Jimmy Williams owns the real property located on the east side of Powerline Road from Eighth Avenue to the southern boundary of Yuba Gardens School, Olivehurst, California (APN 014-010-016), and said property is currently listed for sale; and

WHEREAS, the property will provide the land needed for certain drainage improvements contemplated by 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, which has been accepted; and

WHEREAS, purchase costs will be covered by drainage impact fee money from Trust Fund 253;

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 014-010-016, and execute any and all documents needed to complete the purchase/escrow, 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: _____

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of 2009 9 14, 2011, by and between Jimmy Williams ("Seller"), and the County of Yuba ("Purchaser").

Recitals

A. Seller owns certain real property located in Yuba County, California, APN 014-010-016.

B. Purchaser desires to purchase from Seller APN 014-010-016 in its entirety, which is more particularly described in Exhibit A attached hereto and incorporated herein (the "Real Property").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Purchase and Sale

(a) Seller agrees to sell the Real Property to Purchaser and Purchaser agrees to purchase the same from Seller on all of the terms, covenants, and conditions hereinafter set forth.

(b) Seller agrees to assign and transfer to Purchaser on the Closing Date (as defined below in Section 5 hereof), without additional consideration therefore, all of Seller's interest in all tangible and intangible property now or hereafter owned or held by Seller in connection with the Real Property. The Real Property and the Intangible Property are hereinafter collectively referred to as the "Property."

(c) Purchaser agrees to be responsible for all of its legal and/or realtor costs and to cover the Seller's legal and/or realtor costs up to \$2,400 associated with this purchase. In addition, Purchaser agrees to pay all title and escrow costs associated with this purchase.

(d) Purchaser agrees to allow Seller to continue to collect revenue from PG&E until July 31, 2012, for the existing temporary construction easement in place between Seller and PG&E.

Section 2. Purchase Price

The purchase price for the Property shall be \$80,000 (Eighty Thousand Dollars, the "Purchase Price"). There shall be no deposit. The entire Purchase Price shall be payable to Seller in cash on the Closing Date.

Section 3. Conditions Precedent

(a) Purchaser's obligation to purchase the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent:

(i) Purchaser shall obtain a Preliminary Title Report as verification by Purchaser that no tenant or third party will hold any equity position or purchase option in the Property following the closing and demonstrating no easements restricting use of the property beyond those held by PG&E.

(ii) Purchaser and Seller enter into an agricultural lease agreement on a portion of the Property for a term of 10 years, wherein the Seller is allowed to utilize a portion of the Property for agricultural purposes consisting of storage of horses at a cost of \$1 per year charged by the Purchaser.

(iii) Seller signs a Permit to Enter wherein the Purchaser is allowed to construct and maintain drainage improvements prior to the Closing Date.

(iv) As of the Closing Date there shall have been no material adverse change in the condition of the Property or in any document, Laws and Restrictions (as defined below), contractual relations, or other circumstances affecting the Property previously approved by Purchaser.

(v) The fulfillment of each condition contained in Sections 4, 5, and 6 below.

(vi) The due performance by Seller of each and every covenant, undertaking, and agreement to be performed by Seller pursuant to this Agreement, the truth, in all material respects, of each representation and warranty made in this Agreement by Seller at the time made and on the Closing Date.

(b) At any time or times on or before the Closing Date, at Purchaser's election, Purchaser may waive any of the foregoing conditions by written notice to Seller. Purchaser's consent to the close of escrow pursuant to this Agreement shall waive all such conditions. No such waiver shall reduce the rights or remedies of Purchaser arising from any breach of any undertaking, agreement, covenant, warranty, or representation of Seller under this Agreement.

(c) In the event any of the foregoing conditions, or other conditions to this Agreement which are for the benefit of Purchaser, are not fulfilled or waived pursuant to Section 3(b) above, Purchaser, at its election by written notice to Seller, may terminate this Agreement and be released from all obligations under this Agreement. In the event of a termination, all documents deposited in escrow by Purchaser or Seller shall be returned to the depositing party.

Section 4. Conditions of Title

(a) Title to the Real Property shall be conveyed by Seller to Purchaser by a good and sufficient Grant Deed subject to no exceptions other than (i) the lien of local real property taxes and assessments not yet due or payable, and (ii) all exceptions to title set forth in a preliminary title report issued by North State Title Company (the "Title Company"), a copy of which is attached hereto as Exhibit B (the "Preliminary Title Report"), approved by Purchaser pursuant to Section 4(b) below (collectively, the "Conditions of Title").

(b) If Purchaser shall object to any exceptions to title stated in the Preliminary Title Report by written notice specifically listing the exception(s), and delivered to Seller within ten (10) days after Purchaser's receipt of the Preliminary Title Report, Seller shall use reasonable efforts to clear title to the Property of such exceptions. If the exceptions objected to by Purchaser cannot be removed by Seller within thirty (30) days after receipt of notice from the Purchaser, and Purchaser shall not waive its objections to title in writing within five (5) days thereafter, this Agreement shall be terminated and any money deposited by Purchaser shall be returned to Purchaser.

(c) Delivery of title in accordance with the foregoing shall be evidenced by the issuance by the Title Company, upon payment of its regularly scheduled premium at close of escrow, its standard ALTA extended coverage policy of title insurance, together with such endorsements as Purchaser may reasonably require, at Purchaser's cost, in the amount of the Purchase Price, showing title to the Real Property vested in Purchaser subject only to the Conditions of Title (the "Title Policy").

Section 5. Closing Date

The date for the close of escrow with respect to the purchase and sale of the Property is anticipated to be November 18, 2011, but shall be no later than Thirty (30) days following the date of satisfaction or waiver by the Purchaser of the conditions set forth in Section 3 above.

Section 6. Escrow and Closing

(a) Seller shall deposit or cause to be deposited into escrow with the Title Company on or before the Closing Date the following documents:

(i) A duly executed and acknowledged Grant Deed conveying the Real Property to Purchaser subject only to the Conditions of Title;

(ii) Either California Franchise Tax Board Form 593-C or 593-W regarding the withholding of California taxes on the sale of California real estate; and

(iii) Seller's written escrow instructions to close escrow in accordance with the terms of this Agreement.

(b) Purchaser shall deposit or cause to be deposited into escrow with the Title Company on or before the Closing Date the following funds and documents:

(i) Cash or other immediately available funds which are sufficient to close escrow (the "Seller's Funds");

(ii) Purchaser's written escrow instructions to close escrow in accordance with the terms of this Agreement.

(c) The Title Company shall close escrow when it is in a position to issue to Purchaser the Title Policy and has received all of the documents and funds listed in Sections 6(a) and 6(b) above. The Title Company shall close escrow by: (i) recording the executed Grant Deed; (ii) issuing the required title insurance to Purchaser; (iii) confirming the Seller has completed either a California Franchise Tax Board Form 593-C or 593-W regarding the withholding of California taxes on the sale of California real estate; and (iv) delivering to the Seller the proceeds of the Purchase Price after deduction of Seller's share of closing costs and adjustment for closing prorations as set forth below.

(d) Real property taxes and assessments, and all other items of income and expense, if any, shall be prorated as of the Closing Date. Seller shall pay all documentary and other transfer taxes imposed on account of the transfer of the Property to Purchaser, including without limitation any excise, income, sales, use or transaction taxes incurred in connection with the sale of the Property. All other closing costs shall be paid by the Purchaser. Right to possession of the Property shall transfer to Purchaser as of the close of escrow.

Section 7. Covenants, Warranties and Indemnification

(a) Seller's Express Representations and Warranties. In addition to the representations and warranties contained elsewhere in this Agreement, Seller hereby makes the following representations and warranties, each of which is material and being relied upon by Purchaser, is true in all respects as of the date of this Agreement, shall be true in all respects on the Closing Date, and shall survive the close of escrow:

(i) Seller has and will convey to Purchaser good, marketable, and insurable fee simple absolute title to the Real Property free and clear of all liens, claims, covenants, conditions, restrictions, rights of way, easements, options, licenses, judgments, and encumbrances of any kind, except the Conditions of Title. Without limiting the generality of the foregoing, there are no encroachments on the Real Property by adjoining property or improvements, and none of the easements, covenants, conditions, restrictions or other encumbrances included in the Conditions of Title has interfered with or will interfere with, or has been or will be breached by or as a result of, the proposed development, use, or operation of the Real Property. Nothing contained in the form of deed by which Seller conveys the Property to Purchaser shall limit this warranty.

(ii) The Real Property has free and complete legal access to public streets.

(iii) Seller has not undertaken any activity upon, or used, the Real Property in a manner for the storage or which will produce any hazardous or toxic waste, materials discharge, deposit, dumping or contamination, whether of soil, ground water or otherwise, which violates any Laws or Restrictions or requires reporting to any governmental authority. The Real Property does not contain, no activity upon the Real Property has produced, and the Real Property has not been used in any manner for the storage of, any hazardous or toxic waste, materials, discharge, deposit, dumping, or contamination, whether of soil, ground water or otherwise, which violates any Laws and Restrictions or requires reporting to any governmental authority and the Property does not contain underground tanks of any type.

(iv) There are no existing or, to the best of Seller's knowledge after diligent inquiry, proposed or contemplated eminent domain proceedings which would affect the Property in any way.

(v) There are no commitments to or agreements entered into by Seller with any federal, state, or local governmental authority or agency affecting the Property, which have not been disclosed to Purchaser by Seller in writing.

(vi) Neither this Agreement nor anything provided to be done under it, including, without limitation, the transfer, assignment, and sale of the Property contemplated by this Agreement, violates or shall violate any written or oral

contract, agreement or instrument to which Seller is a party or which affects the Property or any part of it.

(vii) None of the representations or warranties in this Agreement, nor any descriptive information concerning the Property set forth in this Agreement, nor any document, statement, certificate, schedule or other information furnished or to be furnished to Purchaser in connection with this Agreement contains, or will as of the Closing Date contain, any untrue statement of a material fact or omits, or will as of the Closing Date omit a material fact necessary to make the statements of facts contained therein not misleading.

(viii) Seller has not (A) made a general assignment for the benefit of creditors, (B) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors, (C) suffered the appointment of a receiver to take possession of substantially all, of Seller's assets, (D) suffered attachment or other judicial seizure of all, or substantially all, of Seller's assets, (E) admitted in writing its inability to pay its debts as they come due or (F) made an offer of settlement, extension or composition to its creditors generally.

(ix) Sellers are not a "foreign person" as defined in Internal Revenue Code Section 1445 and any related regulations.

(b) Seller's Express Covenants. In addition to covenants contained elsewhere in this Agreement, Seller covenants as follows:

(i) Purchaser shall have the right to enter, inspect, and test the Property, including the right to conduct soil-boring tests for soils conditions and hazardous waste, and to inspect all documents relating thereto from the date of this Agreement to the Closing Date.

(ii) Seller shall comply with all Laws and Restrictions concerning the Property from the date of this Agreement to the Closing Date.

(iii) Within three (3) days after the Execution Date, Seller shall deliver to Purchaser all documents and other items as set forth in this agreement.

(c) Seller's Indemnity. Seller agrees to indemnify and defend Purchaser against and hold Purchaser harmless from any and all claims, liabilities, losses, damages, costs and expenses, including, without limitation, all reasonable attorney's fees, asserted against or suffered by Purchaser resulting from (i) any breach by Seller of this Agreement, (ii) any liability or obligation of Seller which Purchaser is not required to assume under this Agreement or accruing prior to such assumption, or (iii) the untruth, inaccuracy or breach of any of the representations, warranties and covenants made by Seller pursuant to this Agreement.

Section 8. Notices

Any notices required to be given hereunder shall be given in writing and shall be served either personally or delivered by mail, postage prepaid, or by a courier and addressed to the following addresses:

To Sellers: Jimmy Williams
1639 Fifth Avenue
Olivehurst, CA 95961

To Purchaser: County of Yuba, Government Center
c/o Director of Community Development
915 8th Street, Suite 123
Marysville, CA 95901

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

All notices shall be deemed received upon the earlier of actual receipt or three (3) business days following deposit in the U.S. mail, first-class postage prepaid, or with a courier.

Section 9. General Provisions.

(a) This Agreement, together with the exhibits hereto, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or other agreements are replaced in total by this Agreement and the exhibits hereto.

(b) Time is of the essence in the performance of the parties' respective obligations and the fulfillment of conditions contained herein.

(c) The obligations, covenants, warranties, and the remedies for breach of them, herein contained shall not merge with transfer of title but shall remain in effect until fulfilled.

(d) Seller shall not assign its right in this Agreement without the prior written consent of Purchaser. Purchaser shall have the right to assign its interest subject to the foregoing. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(e) Whenever and so often as requested to do so by each other, Seller and Purchaser shall promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in each party all rights, interests, powers, benefits, and representations.

(f) This Agreement shall be governed by the laws of the State of California.

(g) All money sums referred to herein or payable shall be payable in United States dollars.

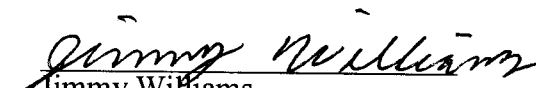
(h) The execution and delivery of this Agreement by Purchaser and Seller and the performance hereof and the transaction contemplated hereby have been duly authorized on the part of Purchaser and Seller, and the person or persons signatory to this Agreement on behalf of each party have all power and authority to execute the same and all other documents associated with this transaction. Each party shall deliver to the other on or before the Closing Date satisfactory evidence of such authorization and the valid and binding nature of this Agreement and the other documents executed or to be executed in connection with this transaction.

(i) This contract may be executed in one or more counterparts and all so executed shall constitute one contract, binding on all of the parties hereto, notwithstanding that all of the parties are not signatories to the same counterparts.

(j) The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

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

SELLER:


Jimmy Williams

PURCHASER:

Roger Abe, Chair
Yuba County Board of Supervisors

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


By: _____

EXHIBIT A

All that certain real property situated in the unincorporated area of the County of Yuba, State of California, described as follows:

Beginning at the Southwest corner of Section 4, Township 14 North, Range 4 East, M.D.B.M; thence along the Southerly line of said Section 4, North $88^{\circ}23'07''$ East, 104.49 feet; thence leaving said Southerly line North $03^{\circ}44'00''$ West, 45.06 feet to a point distant 111.92 feet Westerly, measured radially from the "A1" line at Engineer's Station "A1" 413+95.13 of the Department of Public Works' Survey on Road 03-TUB-70, Post Mile 0.0/8.0; thence North $01^{\circ}06'31''$ East, 2791.63 feet; thence North $16^{\circ}27'12''$ West, 333.29 feet to a point in the Westerly line of said Section 4; thence along said Westerly line South $01^{\circ}06'31''$ West, 3159.25 feet to the point of beginning.

A.P.N. 014-010-016-000

EXHIBIT B

Preliminary Title Report



NORTH STATE TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

855 Harter Parkway, Suite 130
Yuba City, CA 95993
(530) 673-8841 Fax: (530) 673-5607

PRELIMINARY REPORT

COUNTY OF YUBA
915 8TH STREET, SUITE 123
MARYSVILLE, CA 95901

Our Order Number 4211005332-KG

Customer Reference WILLIAMS

When Replying Please Contact:

Kathryn Grossman
kgrossman@northstatetitle.com
(530) 673-8841

Buyer:

COUNTY OF YUBA

Property Address:

014-010-016, Olivehurst, CA 95961
[Unincorporated area of Yuba County]

In response to the above referenced application for a policy of title insurance, NORTH STATE TITLE COMPANY hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 3, 2011, at 8:00 AM

NORTH STATE TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

Page 1 of 4 Pages

NORTH STATE TITLE COMPANY
ORDER NO. 4211005332-KG

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy - 1990. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

Jimmy Williams, an unmarried man

The land referred to in this Report is situated in the unincorporated area of the County of Yuba, State of California, and is described as follows:

Beginning at the Southwest corner of said Section 4; thence along the Southerly line of said Section 4, North 88° 23' 07" East, 104.49 feet; thence leaving said Southerly line North 03° 44' 00" West, 45.06 feet to a point distant 111.92 feet Westerly, measured radially from the "A1" line at Engineer's Station "A1" 413+95.13 of the Department of Public Works' Survey on Road 03-TUB-70, Post Mile 0.0/8.0; thence North 01° 06' 31" East, 2791.63 feet; thence North 16° 27' 12" West, 333.29 feet to a point in the Westerly line of said Section 4; thence along said Westerly line South 1° 06' 31" West 3159.25 feet to the point of beginning.

APN: 014-010-016-000

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2011 - 2012, as follows:

Assessor's Parcel No	:	014-010-016-000	
Bill No.	:	014010016000	
Code No.	:	064-114	
1st Installment	:	\$38.53	NOT Marked Paid
2nd Installment	:	\$38.53	NOT Marked Paid
Land Value	:	\$4,052.00	

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

3. Bonds or assessments, whether or not shown as existing liens by the records of any authority that levies assessments on real property, or by the public records, or included in the taxes shown or referred to herein.

NOTE: An examination of these matters is not being done at this time. Upon a specific request to do so, we will supplement this Preliminary Report accordingly.

NORTH STATE TITLE COMPANY
ORDER NO. 4211005332-KG

4. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Great Western Power Company
For : Pole Line
Dated : June 2, 1908
Recorded : June 3, 1908 in Book 56 of Official Records, Page 571
Affects : Westerly portion of said property

And as modified by an instrument, executed by Pacific Gas and Electric Company, a California corporation, recorded May 10, 2000 in Official Records under Recorder's Serial Number 2000-4448.

5. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant Deed
Granted To : Sutter Southern Baptist Church, a corporation
For : Public utility facilities
Dated : December 29, 1971
Recorded : December 30, 1971 in Book 526 of Official Records, Page 584 under Recorder's Serial Number 5185
Affects : A strip of land 10 feet in width

6. The effect of instruments, proceedings, liens, decrees or other matters which do not specifically describe said land but which, if any do exist, may affect the title or impose liens or encumbrances thereon. The name search necessary to ascertain the existence of such matters has not been completed and, in order to do so, we require a signed Statement of Identity from or on behalf of Jimmy Williams.

----- **Informational Notes** -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1.

NORTH STATE TITLE COMPANY
ORDER NO. 4211005332-KG

B. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument	:	Grant Deed
Entitled	:	
By/From	:	Drenda G. Williams
To	:	Jimmy Williams, an unmarried man
Dated	:	October 30, 1999
Recorded	:	November 5, 1999 in Official Records under Recorder's Serial Number 99011291

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1.
 - (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments Which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims Which are not shown by the public records but which could be ascertained by an inspection of the land which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

North State Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of North State Title Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Disclosure to Consumer of Available Discounts

Section 2355.3 in Title 10 of the California Code of Regulation necessitates that Old Republic Title Company provide a disclosure of each discount available under the rates that it, or its underwriter Old Republic National Title Insurance Company, have filed with the California Department of Insurance that are applicable to transactions involving property improved with a one to four family residential dwelling.

You may be entitled to a discount under Old Republic Title Company's escrow charges if you are an employee or retired employee of Old Republic Title Company including its subsidiary or affiliated companies or you are a member in the California Public Employees Retirement System "CalPERS" or the California State Teachers Retirement System "CalSTRS" and you are selling or purchasing your principal residence.

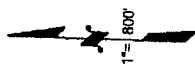
If you are an employee or retired employee of Old Republic National Title Insurance Company, or its subsidiary or affiliated companies, you may be entitled to a discounted title policy premium.

Please ask your escrow or title officer for the terms and conditions that apply to these discounts.

A complete copy of the Schedule of Escrow Fees and Service Fees for Old Republic Title Company and the Schedule of Fees and Charges for Old Republic National Title Insurance Company are available for your inspection at any Old Republic Title Company office.

Tax Area Code
64-114
64-120
64-109

POR. SEC. 4 & 5, T.14N., R.4E., M. D. B. & M

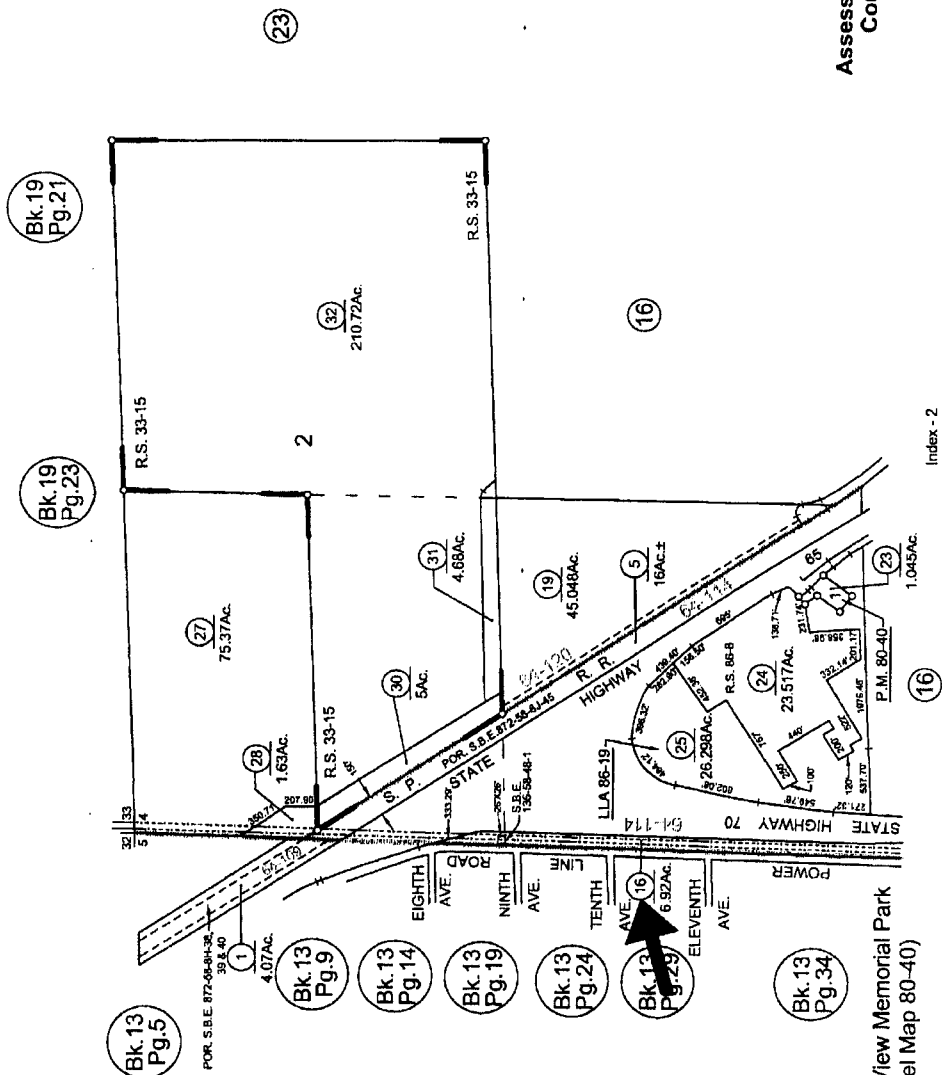


"NOTICE: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon."

**Assessor's Map Bk.14, Pg.1
County of Yuba, Calif.
Year-1971**

02/07

082007



R.S. - Bk. 86, Pgs. 8 - 16 Sierra View Memorial Park
R.R.S. - Bk. 33, Pgs. 38 & 39 (Parcel Map 80-40)
R.S. - Bk. 33, Pg. 15
R.S. - Bk. 11, Pgs. 9 & 10

Index - 2

NOTE: This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

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AGRICULTURAL LEASE

This LEASE is made and entered into this 20 day of October 2011 by and between the County of Yuba, California, as "LESSOR", and Jimmy Williams, as "LESSEE".

I

The Premises

LESSOR leases to LESSEE, and LESSEE hires from LESSOR, on the terms and conditions set forth in this LEASE, all that certain real property hereinafter referred to as the "PREMISES", situated in the County of Yuba, State of California, containing approximately 2 acres and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

II

Disclaimer of Warranty--Soil & Water Suitability

LESSOR makes no warranty or representation concerning the PREMISES as to soil and water quality or suitability for agricultural purposes including storage of horses. LESSEE agrees that LESSEE is taking the PREMISES "as is" and "where is" for all purposes relating to this LEASE. The PREMISES are leased to LESSEE in the condition existing on the first day of the term hereof without warranty, express or implied, as to the current physical condition thereof, and LESSEE acknowledges that LESSEE has inspected the PREMISES and accepts the same in such current condition.

III

Entry by LESSOR

LESSEE shall permit LESSOR, and LESSOR'S agents and assigns, at all reasonable times, to enter the leased PREMISES, for the purposes of inspection, compliance with the terms of this LEASE, exercise of all rights under this LEASE, posting notices, and all other lawful purposes.

IV

Utilities

LESSEE shall make arrangement for and pay for all water, power, and utility company charges and for all other services supplied to the PREMISES, for LESSEE purposes.

V

Term

The term of this LEASE shall be for 10 years or until the death of LESSEE, whichever is shorter, and shall commence on the date of close of escrow of the LESSOR's purchase of the property.

VI

Abandonment

LESSEE shall not vacate or abandon the PREMISES at any time during the term hereof without first providing LESSOR a 30 day notice of intent to vacate.

VII

Rent

LESSEE shall pay to LESSOR the sum of \$1 as rent for the PREMISES due and payable at the time of commencement of this LEASE.

VIII

Payment of Expenses and Costs

LESSEE shall bear all expenses specifically including, but not limited to: costs of water and water delivery, fencing, vegetation management and weed abatement, and all utility charges associated with the Premises. LESSEE is responsible for any vandalism, theft, damage, and or waste, which may occur on the leased PREMISES.

IX

Use of the PREMISES

The PREMISES are leased to LESSEE for the purpose of storage of horses. LESSEE shall not use, or permit to be used, any part of the PREMISES for any other purpose other than the purposes for which the PREMISES are leased. LESSEE shall keep the PREMISES in a proper form and in accordance with good and commercially reasonable practices. If the LESSEE discontinues use of the Premises for the stated purpose of storing horses for a continual period of six months, then this LEASE automatically becomes null and void, with all rights of LESSEE pursuant to this Agreement reverting back to LESSOR.

X

Waste

LESSEE shall not commit, or permit others to commit, on the PREMISES, waste, trespass or a nuisance. LESSEE is responsible for cleanup of any waste deposited on the PREMISES.

XI

Maintenance

LESSEE shall be responsible for the PREMISES and will maintain them in the same order and condition in which received, ordinary wear and tear excepted.

XII

Alteration

LESSEE shall not make, or permit to be made, alterations of the PREMISES, without first obtaining LESSOR'S prior written consent. LESSEE shall keep the PREMISES free from any liens arising out of any work performed, material furnished, or obligations incurred by LESSEE.

XIII

Compliance With Law

LESSEE shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the PREMISES, and shall faithfully observe in LESSEE'S use of the PREMISES, all laws, statutes, ordinances, rules, restrictions, regulations and orders of federal, state, county or any agency of these authorities in force now or in the future.

XIV

Non-Liability and Indemnity of LESSOR for Damages

LESSEE agrees to keep LESSOR free from all liability and claims for damages arising from any injury from any cause to any person, including LESSEE, or to the property of any kind belonging to anyone, including LESSEE, while in, upon or in any way connected with the PREMISES.

LESSEE shall indemnify and hold the LESSOR harmless from and against any and all claims, liability, loss, damage, costs or expenses, including reasonable attorney's fees and all other costs related to defending against litigation, awards, fines, or judgments, arising by reason of the death or bodily injury to persons, including employees, invitees, or agents of LESSEE, injury to property of all kinds, or other loss, damage or expense relating solely to including any of the same resulting from LESSEE's negligent act or omission, regardless of whether such act or omission is active or passive.

XV

Insurance, Waiver of Subrogation

During the full term thereof, LESSEE shall, at its sole cost and expense, procure and maintain, on forms acceptable to LESSOR, insurance for the following minimum insurance coverage:

Worker's Compensation Insurance and Occupational Disease Insurance as required by law, and Employer's Liability Insurance with limits of not less than \$1 million for any accident or occupational disease covering the location of all work places involved in this LEASE. This policy will include waiver of subrogation endorsement.

Commercial General Liability Insurance, occurrence form with combined single limit coverage per occurrence for bodily injury and property damage of \$1 million. Without limitation, all public liability insurance and property damage insurance shall insure performance by LESSEE of the indemnity provisions of this LEASE.

The policy or policies of insurance required herein shall be endorsed to name Yuba County additional insured, and shall stipulate that the insurance afforded to LESSOR shall be primary insurance, and that any insurance carried by LESSOR shall be excess and not contributory insurance.

A Certificate of Insurance shall be furnished by LESSEE to LESSOR before LESSEE takes possession of the PREMISES herein, and the Certificate shall provide that there will be no cancellation, reduction, or modification of coverage without 30 days prior written notice to LESSOR.

The required insurance shall be subject to the approval of the LESSOR and shall in no way limit or relieve the LESSEE from the duties and responsibilities assumed by it in this LEASE. In the event LESSEE does not comply with the requirements of this Section, LESSOR may, at its sole discretion, either terminate the LEASE effective immediately, or provide insurance coverage to protect LESSEE and LESSOR, and charge LESSEE for the cost of said insurance.

LESSOR and LESSEE hereby mutually waive their respective rights of recovery against each other and release all claims arising in any manner for any loss or damage to the other's property (real or personal) located on the PREMISES described in this LEASE to the extent insured or required to be insured by any insurance policies obtained by either party. Each party shall make a good faith effort to obtain any special endorsements required by their insurer to evidence its agreement with such waiver.

XVI

This section was deleted.

XVII

Remedies of LESSOR on Default

If LESSEE breaches this LEASE, LESSOR shall have the right of re-entry, after giving forty-eight (48) hours notice, and the right to take possession of the Premises, and to remove all persons, animals, and property from the PREMISES; LESSOR must store the property removed in a public warehouse or elsewhere at LESSEE'S expense and for LESSEE'S account, but only for the duration stipulated by law.

XVIII

Insolvency; Receiver

Any one of the following constitutes a breach of this LEASE by LESSEE:

- A. The appointment of a receiver, except a receiver mentioned in Paragraph XIX of this LEASE, to take possession of all or substantially all assets of LESSEE; or
- B. A general assignment by LESSEE for the benefit of creditors; or
- C. An action taken or suffered by LESSEE under any insolvency or Bankruptcy Act;
- D. The levy of any lien, writ of attachment, garnishment, execution or restraint on all or any parties of LESSEE's rights or interests under this LEASE;
- E. Abandonment and vacation of the PREMISES. Failure to occupy and operate the PREMISES for thirty (30) consecutive days shall be deemed abandonment and vacation.

XIX

Action of Receiver

If, in an action against LESSEE, LESSOR has a receiver appointed to take possession of the PREMISES, or to collect the rents or profits derived from the PREMISES, or both, the receiver has the right, if it is necessary or convenient in order to collect rents or profits, to conduct the business of LESSEE then being carried on the PREMISES and to take possession of any personal property belonging to LESSEE and used in the conduct of the business, and to use the personal property in conducting the business on the PREMISES. Neither the application for the appointment of the receiver, nor the appointment of the receiver shall be construed as an election by LESSOR to terminate this LEASE unless a written notice of such intention is given to LESSEE.

XX

Assignment or Subletting

LESSEE may not assign this LEASE, or any rights under it, and may not sublet the entire or any part of the PREMISES, or any right or privilege appurtenant to the PREMISES, or permit any other person to occupy or use the entire or any portion of the PREMISES.

XXI

Lease Termination

In the event the LESSEE wants to terminate the LEASE, written notice shall be provided to the LESSOR at least 30 days prior to termination.

XXII

Notices

Any notice to be given to either party by the other shall be in writing and shall be served either personally or by certified mail, return receipt requested, addressed as follows:

LESSOR: Yuba County
915 8th Street, Suite 123
Marysville, CA 95901
Attn: CDSA Director

LESSEE: Jimmy Williams
1639 Fifth Avenue
Olivehurst, CA 95961

XXIII

Legal Effect

All covenants of LESSEE contained in this LEASE are expressly made conditions of the LEASE. The provisions of this LEASE shall apply to and bind the heirs, successors, executors, administrators and assigns of LESSOR and LESSEE hereto and all parties to this LEASE shall be jointly and severally liable under it.

The titles or headings to the paragraphs of this LEASE are not a part of this LEASE and shall have no effect on the construction or interpretation of any part of this LEASE.

XXIV

Environmental Indemnity

LESSEE shall indemnify, hold harmless, and defend LESSOR from and against any and all claims, liability, loss, damage, costs or expenses, including reasonable attorney's fees related to defending against any such actions, which arise from the use or release of hazardous materials upon the PREMISES by LESSEE, LESSEE'S agents, assigns, vendors, suppliers, employees, or invitees. Hazardous materials shall include but not be limited to: (a) any insecticides, herbicides, pesticides, or fertilizers which are not shipped, stored, handled, mixed, applied, cleaned up, or disposed of: (1) in strict compliance with the manufacturer's instructions, and (2) in strict compliance with any applicable regulations established by any Federal, State, County, or Local agency; (b) any material now contained in, or that may be added to, the list of chemicals known to the Federal Government or the State of California to cause cancer or reproductive toxicity, which is further contained in the State of California Health and Welfare Agency Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); (c) any material defined as a "hazardous substance" in section 101(14) "infectious waster" or "hazardous material" as defined in sections 25117, 25117.5 or 25501(j) of the Health and Safety Code.

LESSEE covenants that it will not use or release any hazardous materials upon the PREMISES. LESSEE further covenants that it will not knowingly allow the use or release of any hazardous material upon the PREMISES, by any other party. In the event that any hazardous material is used or released which results in diminution in value of the PREMISES or results in actions by Federal, State, County, or Local agencies, LESSEE shall conduct corrective work regardless of whether such actions are directed to LESSOR or LESSEE. Corrective work shall mean the removal, relocation, elimination, remediation or encapsulation of chemicals or other materials from all or any portion of the PREMISES, and to the extent thereby required, the reconstruction and rehabilitation of the PREMISES pursuant to and in compliance with any requirements set forth by any Federal, State, County, or Local agencies, or to reverse any diminution in value of the PREMISES that may have occurred.

LESSEE shall not take any remedial action in response to the presence of any Hazardous Materials in or about the PREMISES, nor enter into any settlement agreement, consent decree, or other compromise in respect to any claims relating to any Hazardous Materials in any way connected with LESSEE's use and occupancy of the PREMISES, without first notifying LESSOR of LESSEE's intention to do so and according LESSOR ample opportunity to appear, intervene, or otherwise appropriately assert and protect LESSOR's interest with respect thereto.

LESSEE shall promptly notify LESSOR in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against LESSEE or the PREMISES relating to damage, contribution, cost recovery from any Hazardous Materials; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the PREMISES, including any complaints, notices, warnings or asserted violations in connection therewith. LESSEE shall also supply to LESSOR as promptly as possible, and in any event within five business days after LESSEE first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the PREMISES or LESSEE's use thereof.

XXV

No Partnership

Nothing contained in the LEASE shall create a partnership, joint venture, or employment relationship between LESSOR and LESSEE. Neither LESSOR nor LESSEE shall be liable, except as otherwise expressly provided for in this LEASE, for any obligation or liabilities incurred by the other.

XXVI

Time is of the Essence

Time is declared to be of the essence of this LEASE and each and every stipulation, covenant and condition to be paid, kept and performed by LESSOR and LESSEE under this LEASE.

XXVII

Future Acts

LESSOR and LESSEE agree to cooperate in the performance of the LEASE and to execute and deliver any and all documents and perform any and all acts necessary to carry out its purpose and intent.

XXVIII

No Waiver

No waiver of any breach of any of the covenants, agreements, restrictions and conditions of this LEASE shall be construed to be a waiver of any succeeding breach of the same or other covenants agreements, restrictions or conditions. It is mutually agreed that the various rights, powers, options, elections and remedies of the LESSOR contained in this LEASE shall be construed as cumulative, and no one of them is exclusive of the other or exclusive of any rights or priorities now or hereafter allowed to the LESSOR by law.

XXIX

Counterparts

This LEASE may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this LEASE.

XXX

Possessory Interest Notice

Lessee, pursuant to Revenue and Taxation Code section 107.6, is hereby advised that by entering into this agreement, a possessory interest subject to taxation may be created and that property interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to property taxes levied on the interest.

XXXI

Entire Agreement

This LEASE contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this LEASE, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this LEASE may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This LEASE shall not be effective or binding upon LESSOR or LESSEE until fully executed and delivered by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

LESSOR: County of Yuba

DATE: _____

BY: _____
Chair,

Approved as to Form:

BY: Pat Garamone
Angil P. Morris-Jones
County Counsel

LESSEE: Jimmy Williams

DATE: 10-20-11

BY: Jimmy Williams

EXHIBIT A

All that certain real property being a portion of APN 014-010-016, situated in the unincorporated area of the County of Yuba, State of California, described as follows:

All that portion of the following described real property lying north of the easterly prolongation of the centerline of Tenth Avenue:

Beginning at the Southwest corner of Section 4, Township 14 North, Range 4 East, M.D.B.M; thence along the Southerly line of said Section 4, North $88^{\circ}23'07''$ East, 104.49 feet; thence leaving said Southerly line North $03^{\circ}44'00''$ West, 45.06 feet to a point distant 111.92 feet Westerly, measured radially from the "A1" line at Engineer's Station "A1" 413+95.13 of the Department of Public Works' Survey on Road 03-TUB-70, Post Mile 0.0/8.0; thence North $01^{\circ}06'31''$ East, 2791.63 feet; thence North $16^{\circ}27'12''$ West, 333.29 feet to a point in the Westerly line of said Section 4; thence along said Westerly line South $01^{\circ}06'31''$ West, 3159.25 feet to the point of beginning.

Excepting therefrom the southerly 70 feet, and any and all portions of the above described property needed for any future County road widening or drainage improvement project, including required utility relocations associated therewith.

The County Of Yuba

484-11

PROBATION DEPARTMENT

JAMES L. ARNOLD
CHIEF PROBATION OFFICER



(530) 749-7550
FAX (530) 749-7364

TO: Board of Supervisors

FROM: Yuba County Probation Department
Brent Hungrige, Deputy Superintendent of Juvenile Hall

SUBJECT: Resolution accepting donation.

DATE: November 1, 2011

Recommendation

Pam Foster would like to donate various pieces of exercise equipment valued at approximately \$6000.00 to the Juvenile Hall. The Probation Department and Juvenile Hall / Camp Singer Youth Guidance Center would like a resolution accepting and acknowledging Pam Foster's donation to the youth facility. In accordance with Government Code 25355, the Board of Supervisors is authorized to accept any gift made of the County.

Background

Pam Foster owned and operated Curves on Hazel Street in Gridley. She is closing her business and has kindly offered to donate various exercise equipment valued at approximately \$6000.00 to the Juvenile Hall. As part of Curves International Franchise Agreement, she is required to donate the exercise equipment to a detention facility that houses females.

Discussion

The youth housed in the Juvenile Hall and the Camp Singer Youth Guidance Center will benefit from this donation of exercise equipment. According to Human Resources and Organizational Services Director Martha Wilson, the impact to insurance and the liability to the county is minimal.

Committee Action

A review by committee is not necessary to accept this donation.

Fiscal Impact:

No budgetary impact to the County.

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

**RESOLUTION ACKNOWLEDGING)
A DONATION FROM PAM FOSTER,)
OWNER OF CURVES IN GRIDLEY)
IN AMOUNT OF \$6000.00)**

RESOLUTION NO:

WHEREAS, in accordance with Government Code 25355, the Board of Supervisors is authorized to accept any gift made of the County; and

WHEREAS, Pam Foster owned and operated Curves on Hazel Street in Gridley; and

WHEREAS, Pam Foster would like to donate various pieces of exercise equipment valued at approximately \$6000.00 to the youth at the Yuba County Juvenile Hall and Camp Singer Youth Guidance Center. Furthermore, satisfying the Curves requirement that donations are made to a facility housing females; and

WHEREAS, the exercise equipment needed to be picked up prior to October 31, 2011; and

WHEREAS, such unsolicited thoughtfulness brings enjoyment to others; and

WHEREAS, the County of Yuba wishes to acknowledge and thank Pam Foster for her generous donation to the youth;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Supervisors of the County of Yuba thanks Pam Foster and Curves for the donation of exercise equipment to the Yuba County Juvenile Hall and Camp Singer Youth Guidance Center and ratifies the acceptance of exercise equipment by the Yuba County Probation Department on October 20, 2011.

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

AYES:

NOES:

ABSENT:

Chairman, Roger Abe

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM
YUBA COUNTY COUNSEL

By *Pat Geronone*
Angil P. Morris-Jones, Chief Deputy



COUNTY
DEPARTMENTS

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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, Administrative 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: November 1, 2011
 TO: Board of Supervisors
 FROM: Russ Brown, Legislative Affairs Coordinator
 RE: Summary of 2011 Legislation

RB

RECOMMENDATION

Receive update on 2011 legislation that may impact Yuba County

BACKGROUND

The recently-concluded legislative session proved to be a busy one for Yuba County. A large portion of Yuba County's lobbying efforts early in the year focused on bills related to fixing the state's fiscal problems. We weighed in on two bills (AB 66 and AB X19) seeking to address the Vehicle License Fee, as it pertained to funding of the Local Safety and Protection Account. Neither bill was moved forward to address the problem. Yuba County was likewise active in efforts to revalidate the transportation gas tax swap, which met a successful conclusion, when it was included in cleanup legislation in March. Later in the year, we worked to influence the direction the realignment legislation, AB 109.

DISCUSSION

Several bills with direct and indirect impacts on our region were signed by the Governor in the Legislature's closing hours, including one bill sponsored by Yuba County. We also played a key role in adjusting the language for a handful of bills with local implications. Debate related to one high-profile bill that is expected to affect the Yuba County landfill will continue into next year's legislative session.

Below is a summary of some of the other legislation monitored by Yuba County Legislative Affairs and Peterson Consulting during 2011. Several of the bills introduced at the beginning of the year stalled in recent months, causing the various authors to have their legislation carried over into the 2012 session. The largest number of bills we watched at the direction of the Board was related to Veteran Affairs matters. Scores of other legislation introduced in 2011 were reviewed to determine whether there would be any impact on Yuba County, and even more were addressed by the associations representing the disciplines of our various County divisions.

COMMITTEE

Due to the material being strictly informational, this matter was not presented at the committee level.

FISCAL IMPACT

None

California Legislation Influencing Yuba County

Sponsored by Yuba County

AB 434 (Logue) County penalties: forensic laboratories.

Location: 08/31/2011-A CHAPTERED

Summary: This bill is a reworking of legislation sponsored by Yuba County in 2010 and subsequently vetoed by Gov. Schwarzenegger. It provides that, if authorized by a resolution of the Board of Supervisors, local law enforcement or the District Attorney's office may use funds remaining in the county's DNA Identification Fund for specific purposes. The fund may be used either independently or in combination with remaining funds from another county, to provide supplemental funding to a qualified local or regional state forensic laboratory. These expenditures and administrative costs must be incurred in connection with the processing, analysis, and comparison of DNA crime scene samples and forensic identification samples, and testimony related to that analysis, as specified. The bill declares that its provisions further the initiative act and are consistent with its purposes.

Related Legislation

AB 855 (Ma) County penalties: forensic laboratories.

Location: 07/08/2011-S 2 YEAR

Summary: Would provide that, if authorized by a resolution of the board of supervisors, funds remaining in the county's DNA Identification Fund may be used to reimburse a local sheriff, police, district attorney, or regional state crime laboratory for expenditures and administrative costs made or incurred for utilizing an authorized laboratory for the processing and analysis of forensic identification samples and testimony related to that analysis, as specified. This bill contains other related provisions.

SB 271 (Wyland) Evidence: rape kits: expedited processing.

Location: 05/10/2011-S 2 YEAR

Summary: Would specifically provide that a county's remaining share of funds attributable to the increase in penalties as required by the act may be used by a local sheriff, police department, district attorney, or other law enforcement agency for expenditures and administrative costs made or incurred for utilizing a laboratory, other than the Department of Justice Laboratory, as specified, to expedite the analysis and processing of rape kits and uploading rape kit information to the CAL-DNA Databank and the Federal Bureau of Investigation Combined DNA Index System. This bill contains other related provisions and other existing laws.

AB 322 (Portantino) Forensic evidence: rape kits.

Location: 10/09/2011-A VETOED

Summary: This bill was being watched by Yuba County because of its similarities to previous legislation we sponsored. AB 322 would have established a pilot program in ten counties (not including Yuba County), commencing July 1, 2012, in which all rape kits collected in those counties after that date would have been processed by the Department of Justice in department laboratories. The pilot program would have operated until July 1, 2015, or the date when all rape kits collected in the counties participating in the pilot project, during the period of July 1, 2012, through December 31, 2014, were counted, whichever comes first. The department would have

been required to test every rape kit collected by a pilot project county during the period of the pilot project. All of these provisions would have been repealed on January 1, 2016. Gov. Brown vetoed the bill, noting most of the ten counties did not even want to participate in the pilot program.

SB 329 (Correa) County penalties: forensic laboratories.
Location: 05/13/2011-S 2 YEAR

Summary: Would require, for the purposes of providing supplemental funding for the DNA Fingerprint, Unsolved Crime and Innocence Protection Act, as specified, an additional penalty to be levied in an unspecified amount in each county for the late payment of any fine, penalty, or forfeiture imposed by the courts for any violation of the Vehicle Code, or a local ordinance adopted pursuant to the Vehicle Code, that is committed by the driver of a vehicle while it is in motion. Pursuant to the provisions described above, the penalty proceeds would be deposited into each county's and the state's DNA Identification Fund for the purposes specified above. This bill contains other related provisions.

Hot Topic

AB 1178 (Ma) Solid waste: place of origin.
Location: 09/01/2011-S E.Q. – 2 YEAR

Summary: Would prohibit an ordinance enacted by a city or county, including an ordinance enacted by initiative by the voters of a city or county, from otherwise restricting or limiting the importation of solid waste into a privately owned solid waste facility in that city or county based on place of origin. The bill would provide that this prohibition does not require a privately owned or operated solid waste facility to accept certain waste, does not allow a privately owned solid waste facility to abrogate certain agreements, does not prohibit a city, county, or a regional agency from requiring a privately owned solid waste facility to guarantee permitted capacity to a host jurisdiction, and does not otherwise limit or affect the land use authority of a city or county. The language in this bill was amended several times during the legislative session, and each change greatly altered the impact of the legislation. By September, it remained unclear what the bill was attempting to accomplish, and eventually AB 1178 was pulled and turned into a two year bill.

Other Bills

ABX1 29 (Blumenfield) State responsibility areas: fire prevention fees
Location: 7/8/2011 – CHAPTERED

Summary: Over the past three years, Yuba County has been involved in responding to a number of bills related to state responsibility areas. This bill requires the State Board of Forestry and Fire Protection to adopt emergency regulations to establish a fire prevention fee in an amount not to exceed \$150 to be charged on each structure on a parcel that is within a state responsibility area. The board is required to adjust the fire prevention fee annually using prescribed methods. However, implementation of this legislation has been hampered by after-the-fact altering of the bill requirements. It may be months before we get a better understanding of how this bill will impact our foothill residents.

AB 720 (Hall) Public contracts: uniform construction cost accounting provisions: alternative procedures.
Location: 10/09/2011 Chaptered

This bill is a reinvention of similar bills over the past two year. In each case, Yuba County took an "oppose unless amended" position, because the legislation initially required counties to go out for bid on all road work, even small jobs currently handled by day labor. The author was pressured to amend this legislation several times, until it became very watered down. By the time it passed, this bill revised existing law that specifies that a board of supervisors or a county road commissioner is not prohibited from using alternative procedures governing county highway contracts to limit the use of those alternative procedures on or after January 1, 2013, to maintenance and emergency work and new road construction and road reconstruction, as provided. The bill permits counties with a population of less than 50,000, on or after January 1, 2013, to continue to utilize alternative procedures for county highway contracts.

AB 23 (Smyth) Local agency meetings: simultaneous meetings: compensation disclosure.
Location: 07/25/2011-A CHAPTERED

Summary: This was a bill inspired by the City of Bell fiasco. It authorizes a convened legislative body whose membership constitutes a quorum of any other legislative body to convene a meeting of the subsequent legislative body, simultaneously or in serial order, only if a clerk or member of the convened legislative body verbally announces the amount of compensation or stipend, if any, that each member will be entitled to receive as a result of convening the simultaneous or serial meeting of the subsequent legislative body, and that the compensation or stipend shall be provided as a result of convening a meeting for which each member is entitled to collect compensation or a stipend, as specified. Early versions of the bill were ambiguous, when it came to entities like Yuba County, where a stipend method of payment is used. Yuba County worked with RCRC to play a key role in adding clarifying language, and in the end the bill has virtually no impact locally.

AB 36 (Perea) Income and employment taxes: federal conformity: Health Care and Education Reconciliation Act of 2010.
Location: 04/07/2011-A CHAPTERED

Summary: Under both laws, provides additional conformity with federal income tax laws by adopting specified provisions of the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010 relating to gross income exclusions for reimbursements for medical care expenses under specified plans for dependents, as specified. This bill contains other related provisions and other existing laws.

AB 566 (Galgiani) Resources: surface mining.
Location: 09/06/2011-A CHAPTERED

Summary: Would include additional legislative findings, including, among other things, that the state's mineral resources are vital, finite, and important natural resources and the responsible protection and development of these mineral resources is vital to a sustainable California. This bill contains other related provisions and other existing laws.

AB 946 (Lowenthal, Bonnie) Public contracts: Los Angeles County: regional interoperable communications system.

Location: 10/02/2011-A CHAPTERED

Summary: Would authorize the County of Los Angeles or the Los Angeles Regional Interoperable Communication System Authority to solicit proposals and enter into agreements with private entities for the delivery of a regional interoperable communications system and all related infrastructure to be used by public safety agencies and emergency responders located in the County of Los Angeles, as specified. The methods allowed in this bill are of interest to Yuba County and other jurisdictions.

AB 1226 (Cook) Crimes.

Location: 08/18/2011-S PUB. S. – Status uncertain

Summary: Would make it a felony for a parent, guardian, or caregiver having the care, custody, and control of a child under 18 years of age to knowingly fail to report the child's death and the location of the child's remains to law enforcement, emergency medical personnel, or the coroner within 2 hours of the discovery of the child's death or as soon as possible thereafter if reasonable and expedient means to notify were not previously available. This bill would provide that the reporting requirement described above is fulfilled if the child dies in a hospital or other medical care facility or under the care of a licensed medical professional. The bill would further make it a felony for a parent, guardian, or caregiver having the care, custody, and control of a child under 12 years of age to knowingly fail to report the child's disappearance to law enforcement within 48 hours of the child's disappearance or as soon as possible thereafter if reasonable and expedient means to notify were not previously available. By creating new crimes, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.

SB 110 (Rubio) Real property disclosures: mining operations.

Location: 09/06/2011-S CHAPTERED

Summary: Further conditions the limitation on liability described above by requiring an expert, utilizing map coordinate data made available by the Office of Mine Reclamation, when responding to a request regarding natural hazards, to also determine whether the property is presently located within one mile of a parcel of real property subject to mine operations for which map coordinate data has been reported to the director. The bill requires, if the expert determines that the residential property is located within one mile of a mine operation, that the report contain a Notice of Mining Operations, as specified.

SB 297 (Cannella) Renewable energy resources: hydroelectric generation.

Location: 05/10/2011-S 2 YEAR

Summary: Would revise the definition of an eligible renewable energy resource to include a hydroelectric generation facility of any size, and remove other restrictions regarding which hydroelectric generation facilities meet the definition of an eligible renewable energy resource. The bill would also make conforming changes. This bill contains other related provisions.

SB 543 (Steinberg) Business and professions: regulatory boards.
Location: 10/03/2011-S CHAPTERED

Summary: Existing law authorizes a board to suspend or revoke a license on various grounds, including, but not limited to, conviction of a crime, if the crime is substantially related to the qualifications, functions, or duties of the business or profession for which the license was issued. Existing law requires applicants to certain boards to provide a full set of fingerprints for the purpose of conducting criminal history record checks. This bill would make the fingerprinting requirement applicable to the Board for Professional Engineers, Land Surveyors, and Geologists. The bill would also make technical, nonsubstantive changes to those provisions to correct references to the names of various boards and would correct references to the name of a specified fund. This bill contains other related provisions and other existing laws.

Veterans Legislation

AB 201 (Butler) Veterans courts.
Location: 08/05/2011-A VETOED

Summary: Would have authorized superior courts to develop and implement veterans courts for eligible veterans of the United States military with the objective of, among other things, creation of a dedicated calendar or a locally developed collaborative court-supervised veterans mental health program or system that leads to the placement of as many mentally ill offenders who are veterans of the United States military, including those with post-traumatic stress disorder, traumatic brain injury, military sexual trauma, substance abuse, or any mental health problem stemming from military service, in community treatment as is feasible and consistent with public safety. The bill would provide that county participation is voluntary. The bill would have declared the intent of the Legislature that, where there are statutory requirements for certain education or counseling programs to be included in the terms of probation, the components of those counseling terms would be required to be incorporated into the treatment programs that are designed to treat the underlying psychological disorders rather than requiring them in lieu of the psychological treatments.

AB 487 (Cook) Veterans' homes: fees and charges.
Location: 05/28/2011-A 2 YEAR

Summary: Would require the member's fees and charges for any fiscal year be the lesser of a percentage of the member's annual income or a flat amount. This bill would also, beginning January 1, 2012, and each year thereafter, require the flat amount to be recalculated to reflect any changes in the VA disability compensation, as specified, from the previous year.

AB 488 (Cook) Veterans' homes: fees and charges.
Location: 05/28/2011-A 2 YEAR

Summary: Would require nonveteran spouses to pay the same fees and charges as paid by the veteran members of the home, as determined by the department and subject to the same prohibitions.

AB 557 (John A. Pérez) Veterans: National Guard: California Interagency Council on Veteran Services and Programs.

Location: 08/26/2011-S 2 YEAR

Summary: Would create in state government the California Interagency Council on Veteran Services and Programs, composed of specified members, for the purpose of bringing together key state agencies and departments, federal officials, legislative representatives, local governments, and stakeholder organizations to ensure that the state's programs that serve veterans are efficiently administered and properly integrated with federal and local government and other stakeholder organizations. The bill's provisions would remain in effect until December 31, 2017.

AB 629 (Monning) Veterans cemetery.

Location: 09/06/2011-A CHAPTERED

Summary: Would authorize the Department of Veterans Affairs to enter into an agreement with the Fort Ord Reuse Authority for the veterans cemetery project to be under the sole charge and direct control of the authority.

AB 635 (Knight) Veterans' benefits: public postsecondary education: mandatory educational fees.

Location: 05/10/2011-A 2 YEAR

Summary: Would specify that, for purposes of veterans' benefits, the Trustees of the California State University and the Board of Governors of the California Community Colleges shall, and the Regents of the University of California are requested to, designate mandatory education fees as tuition.

AB 636 (Knight) Military service: benefits.

Location: 09/21/2011-A CHAPTERED

Summary: Would revise the conditions for a tuition and fees refund to remove the requirement of the student's withdrawal by a specified date. The bill would also require any refund toward an academic term to equal 100% of the tuition and fees paid to the institution for the academic term in which the student was required to report for military service, regardless of whether the student was called to military service before the academic term had commenced or after the academic term had commenced.

AB 882 (Cook) Veterans and military: public postsecondary education.

Location: 10/09/2011-A CHAPTERED

Summary: Would amend state law to conform with federal law granting a member of the Armed Forces, or his or her dependent, as provided, entitlement to resident classification for so long as he or she is continuously enrolled at that institution. This bill contains other related provisions and other existing laws.

AB 649 (Harkey) Public postsecondary education: veteran's enrollment.

Location: 07/08/2011-S 2 YEAR

Summary: Would also grant priority class registration to these members or former members of the Armed Forces, who are California residents, within 5 years of leaving active duty , as specified . This bill contains other related provisions and other existing laws.

AB 697 (V. Manuel Pérez) Veteran: acquisition of home: interest of record.
Location: 09/30/2011-A CHAPTERED

Summary: Would authorize the department to acquire a home for the purpose of refinancing an existing mortgage loan that is not an existing loan acquired under the Veterans' Farm and Home Purchase Act of 1974. This bill would require the department to adopt and publish rules and regulations, as specified.

AB 1084 (Davis) Veterans' farm and home purchases: shared equity cooperative housing.
Location: 09/30/2011-A CHAPTERED

Summary: Would expand the definition of cooperative housing corporation to include a shared equity cooperative. This bill contains other related provisions and other existing laws.

AB 1209 (Cook) Department of Veterans Affairs: veterans' services.
Location: 07/13/2011-A 2 YEAR

Summary: Would appropriate the sum of \$7,300,000 from the General Fund to the Department of Veterans Affairs to provide for specified veterans' services.

AB 1223 (Committee on Veterans Affairs) Medi-Cal: Public Assistance Reporting Information System.
Location: 08/26/2011-S 2 YEAR

Summary: Would remove the pilot project nature of these provisions and would require the department to implement this program statewide.

AB 1224 (Committee on Veterans Affairs) Employment training panel: 3-year plan: training programs: veterans: National Guard members.
Location: 05/28/2011-A 2 YEAR

Summary: Would additionally require that the plan include a statement describing the employment training goals, objectives, and strategies that may be implemented to support target populations in need of employment training, including military veterans and members of the National Guard.

AB 1225 (Committee on Veterans Affairs) Veterans: veterans' farm and home purchase.
Location: 05/13/2011-A 2 YEAR

Summary: The Veterans' Farm and Home Purchase Act of 1943, administered by the Department of Veterans Affairs, provides veterans with the opportunity to acquire farms and homes, including mobilehomes. That act prohibits the department from acquiring a home in which a veteran has an interest of record except in specified instances. This bill would make a technical, nonsubstantive change to that latter provision.

SB 10 (Evans) Military and veterans: Veterans' Home Allied Council.
Location: 09/06/2011-S CHAPTERED

Summary: Would provide for the recognition of a Veterans' Home Allied Council as an advisory body to the administration of each veterans' home, and would additionally permit each council to represent veterans who reside in the veterans' home for which the council was established in matters before the Legislature if each council, in the course of providing that representation, complies with specified requirements, as prescribed. This bill contains other related provisions.

SB 197 (Cannella) Veterans affairs: administration.
Location: 05/13/2011-S 2 YEAR

Summary: Existing law requires the Secretary of Veterans Affairs to conduct audits, as specified by statute, on internal controls, and to provide those audits to the inspector general. The bill would make technical, nonsubstantive changes to those provisions.

SB 314 (Vargas) Taxation: military housing.
Location: 07/08/2011-A 2 YEAR

Summary: Would authorize the county assessor, if the military requires the property tax savings described above to be held in a reserve account for specified use, to levy an escape assessment within 4 years after July 1 of the assessment year in which the property tax savings are withdrawn from the reserve account. This bill contains other existing laws.

SB 663 (Correa) Veterans: transitional housing.
Location: 05/13/2011-S 2 YEAR

Summary: Would authorize the Department of Veterans Affairs to provide transitional housing for veterans, address the housing needs of homeless veterans, or provide other assistance to homeless veterans.

SB 805 (Committee on Veterans Affairs) Sales and use taxes: consumers: veterans: itinerant vendors.
Location: 09/06/2011-S CHAPTERED

Summary: Would extend that repeal date to January 1, 2022. This bill contains other related provisions and other existing laws.

SB 806 (Committee on Veterans Affairs) State employees: military leave: salary overpayment.
Location: 09/30/2011-S CHAPTERED

Summary: Would provide, until January 1, 2015, that when the state determines that an overpayment of compensation has been made to a state employee on a leave of absence for active military duty as a member of the California National Guard, administrative action to recover overpayment be initiated within 6 years from the date of overpayment, notwithstanding existing law, unless specified conditions exist. The bill would make this provision applicable to any overpayment made up to 6 years prior to the operative date of this measure, as specified. This bill contains other related provisions and other existing laws.

SB 811 (Committee on Veterans Affairs) Veterans: memorial districts: buildings.
Location: 05/13/2011-S 2 YEAR

Summary: Existing law authorizes the establishment of memorial districts with specified powers and duties relating to veterans' buildings. Existing law authorizes registered electors residing within a proposed district to propose the formation of a district, as provided. This bill would make technical, nonsubstantive changes to the provision authorizing registered electors to propose the formation of a district.

SB 812 (Committee on Veterans Affairs) Flag protocol: POW/MIA Flag.
Location: 05/13/2011-S 2 YEAR

Summary: Would where the National Flag, State Flag, and POW/MIA Flag are used, and only one flagpole is used, require the National Flag to be above the State Flag, and the State Flag to be above the POW/MIA Flag.

SB 813 (Committee on Veterans Affairs) Public postsecondary education: veterans' enrollment.
Location: 09/30/2011-S CHAPTERED

Summary: Would grant priority enrollment to these members or former members of the Armed Forces of the United States, who are residents of California, within 4 years of leaving active duty. This bill contains other related provisions and other existing laws.

SB 814 (Committee on Veterans Affairs) Military personnel: political activity while in uniform.
Location: 05/13/2011-S 2 YEAR

Summary: Would state the intent of the Legislature to enact legislation to prohibit military personnel from engaging in political activity while in uniform.

SB 815 (Committee on Veterans Affairs) Emergency assistance: military: Civil Air Patrol.
Location: 05/13/2011-S 2 YEAR

Summary: Would express the intent of the Legislature to enact legislation to recognize and clarify the role of Civil Air Patrol as an organization that assists the California Emergency Management Agency or the National Guard with respect to state emergencies.

SB 816 (Committee on Veterans Affairs) Veterans' homes of California: economic need.
Location: 05/10/2011-S 2 YEAR

Summary: Would require the administrator, in the admission of veterans who served in a time of war or peace, to consider the economic needs those of veterans.

SB 817 (Committee on Veterans Affairs) State contracts: participation goals.
Location: 05/28/2011-S 2 YEAR

Summary: Would revise the requirements imposed on disabled veteran business enterprises to, among other changes, require a disabled veteran to have at least a 10% service-connected disability and require a disabled veteran business enterprise to submit specified income tax information to the Office of Small Business and Disabled Veteran Business Enterprise Services. This bill contains other related provisions and other existing laws.

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The County of Yuba

Office of the County Administrator

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DATE: November 1, 2011
TO: Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
 By Grace Mull, Management Analyst *GM*
RE: 1st Quarter Financial Report for Fiscal Year 2011-12

RECOMMENDATION

It is recommended that the Board of Supervisors receive the 1st quarter financial report for Fiscal Year 2011-12 and provide direction as necessary.

BACKGROUND

The purpose of the quarterly financial report is to provide your Board with timely information regarding the FY 2011-2012 budget and related economic information.

DISCUSSION

The 1st quarter report provides a summary of activities in various areas including general fund discretionary revenue receipts, general fund expenditures, departmental budget reporting, building permits, and state budget updates.

COMMITTEE

This item did not go to Committee as it is an informational item only.

FISCAL IMPACT

There is no fiscal impact associated with receiving of this report.

1st Quarter Budget Report Fiscal Year 2011/2012

Period July 1, 2011 – September 30, 2011



General Fund Discretionary Revenue

General fund discretionary revenue is general fund revenue that is not a direct reimbursement revenue source for a department. The funds are thus “discretionary” and approved by the Board of Supervisors for the general fund needs of the County. The major discretionary general fund revenue sources that make up this revenue include property and sales taxes, franchise fees, general fines, interest, triple flip, and tipping fees.

The total discretionary general fund revenue budgeted for FY 11/12 is \$24,707,982. The following chart displays the major discretionary general fund revenue sources, the amounts budgeted, the amounts received and percent received in 1st quarter FY 11/12, as well as a comparison to the amounts received in 1st quarter FY 10/11.

Major Discretionary General Fund Revenue Source	Amount Budgeted FY 11/12	Received 1 st Qtr FY 11/12	Percent of Budget FY 11/12	Received 1 st Qtr FY 10/11	Increase/Decrease +/-	Notes
Secured Prop Taxes	\$9,486,452	\$0	0%	\$0	\$0	Property taxes are received in 2 nd and 4 th quarters.
Sales Taxes	\$1,850,000	\$506,654	27.39%	\$479,657	\$26,997	5.63% increase from prior year.
Franchise Fees	\$1,144,243	\$170,837	14.93%	\$164,195	\$ 6,642	4.05% increase from prior year.
General Fines	\$244,250	(\$3,357)	(1.37%)	(\$13,255)	\$9,898	74.67% increase from prior year due to a distribution formula change by the State.
Interest Earned	\$320,000	\$129,397	40.44%	\$177,025	(\$47,628)	(26.90%) decrease from prior year due to lower interest earnings.
Triple Flip	\$7,312,601	\$0	0%	\$0	\$0	Triple flip is received in 2 nd and 4 th quarters.
Tipping Fees	\$1,100,000	\$246,750	22.43%	\$263,159	(\$16,409)	(6.24%) decrease from prior year

1st Quarter Major Revenue Source Trends

- General Fine revenue traditionally exhibits a negative amount received in the first quarter due to an annual “true-up” that is performed between the County and the State.
- The largest share of Franchise Fee revenue is historically received in the third quarter.

General Fund Expenditures

General Fund expenditures were (\$2,091,901) less than the same period last year. In the first quarter of FY 10/11, \$1,400,000 was transferred from the General Fund to set up General Fund Reserves in Trust Fund 825. Total percent expended through the end of September was 22.52%.

Departmental Revenue and Expenditure Reporting

County departments report their revenues received and expenditures made on a monthly basis to the County Administrator’s Office. Reports are summarized and distributed to the Auditor-Controller and Treasurer-Tax Collector. Through the end of the first quarter of this fiscal year, there were four (4) departments in the General Fund that exhibited shortfalls for a total amount of (\$284,538). The shortfalls are attributed to timeliness of grant and program reimbursements.

In the Non-General Fund departments, there were seven (7) departments that exhibited shortfalls for a total amount of (\$1,163,728). The bulk of this shortfall is attributed to late budget transfers for workers compensation reimbursement. The full premium is paid in July and transfers are usually processed at the end

of each quarter by the Auditor's Office. The first quarter transfer has not been performed as of yet. The Auditor's Office has indicated that the first and second quarter transfer will be processed in October 2011.

General Fund Reserves/Contingencies

General Fund Reserves

Adopted Budget: \$1,350,631

Balance 9/30/11: \$1,400,000*

General Fund Contingencies

Adopted Budget: \$723,975

Balance 9/30/11: \$723,975

* The transaction to transfer \$49,369 from General Fund Reserves Trust Fund 825 to the General Fund per the adopted budget was not completed in 1st quarter. The Auditor-Controller will complete transaction in 2nd quarter.

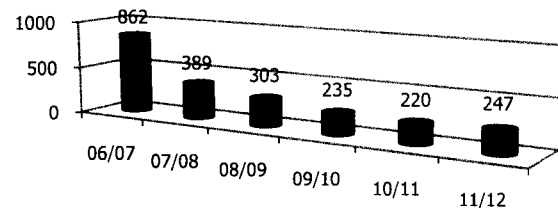
New Hires

We started the fiscal year with 880 allocated positions. 51 of these positions were unfunded vacant positions and 30 were funded vacant positions. Seven vacant positions were filled in the first quarter. The positions and respective departments are as follows:

- Health Services - Two Correctional Facility Medical Assistants, One Public Health Nurse (PHN), and one Registered Nurse (RN) positions were filled in the Health Services department. The PHN and RN positions are essential for administering mandated county health programs and are funded by a combination of health grants and health realignment. The Correctional Facility Medical Assistants are an essential component of the administration of jail medical services and is funded by a combination of jail bed rental and health realignment revenue.
- Public Works – One Supervising Mechanic position was filled to provide maintenance and repair services for Public Works equipment. This position is funded by the Public Works road fund.
- Admin Services – One IT Analyst position was filled in the Information Technology division and one Capital Improvement Projects Manager position for the new Sheriffs facility was filled in the Administrative Services division. The IT Analyst position is funded by A-87 reimbursement and the Capital Improvement Projects Manager position is funded by capital improvement dollars.

Building Permits

Month	Total Permits 06/07	Total Permits 07/08	Total Permits 08/09	Total Permits 09/10	Total Permits 10/11	Total Permits 11/12
Jul	168	142	98	84	77	84
Aug	237	171	100	80	79	88
Sep	457	76	105	71	64	75
1st Qtr	862	389	303	235	220	247
% of Change		54.87%	22.11%	22.44%	-6.38%	12.27%



Total permits issued are up 12.27% from FY 10/11 in the same period.

Single Family Dwelling Permits (SFD) There were 10 SFD building permits issued for the first quarter compared to 11 in the same period last year.

Statewide Building Activity According to the California Department of Finance’s Monthly Bulletin, “New home construction permitting faltered in July with slowdowns in both single and multifamily sectors. This was the second consecutive drop in multi-family construction. July’s month-over-month slowdown (69%) follows exceptionally strong gains in March and May (up 100% and 71% respectively). During the first seven months of 2011, multifamily permitting was up 22.6% from the same months of 2010. On the other hand, single family permitting was down 17.6%. Despite July’s sharp decline, new home permitting during the first seven months of 2011 was down only 1% from the same period a year earlier. Nonresidential construction continued to outpace home building in July. Based on strong gains in store and parking structure building, business construction permitting rose over 19% in July from a year earlier. For the first seven months of 2011, nonresidential permitting was up 14% from the same months of 2010.”

Foreclosure Activity

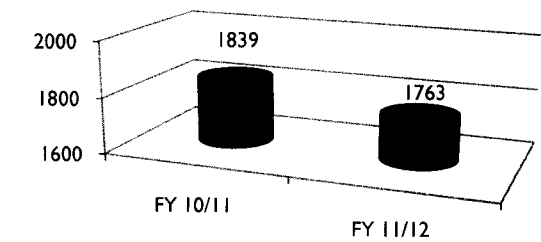
There were 168 foreclosed homes in the first quarter (Jul/Aug/Sep) of FY 2011-12 compared to 213 in the same period last year. This represents a decrease of (21.13%).

CalWORKS Employment Activity

The goal of the CalWORKS program is to assist and empower families to become self sufficient, contributing members of the community through employment. An average of 92 new CalWORKS participants per month entered into employment in the first quarter of FY 2011-12.

Often, participants who enter the work force are still eligible for a portion of their cash aid as they accept entry level jobs to gain skills and experience. Participants are encouraged to apply for higher paying jobs after gaining work experience to help them meet their goal of self sufficiency.

CalFresh (Food Stamp) Activity



Health & Human Services reported that a total of 1763 applications for CalFresh were received in the first quarter of FY 2011-12. This represents a (4.13%) decrease compared to the same period in the prior year where 1839 applications were received. Staff has indicated that the decrease is attributed to a slight decline in unemployed residents who qualify for Food Stamps based on income criteria.

State Budget Update

Revenue Report

The State Controller's Cash Update for the month of September indicated that "After accounting for September revenues, total year-to-date general fund revenues are now behind the budget's estimates by \$705.5 million. The State ended last fiscal year with a cash deficit of \$8.2 billion. The combined current year cash deficit stands at \$17.6 billion. The deficits are being covered with \$12.2 billion of internal borrowing (temporary loans from special funds) and \$5.4 billion of external borrowing."

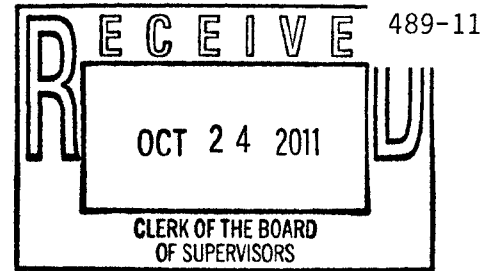
Trigger Cuts

Should state revenues not achieve anticipated targets for the FY 2011/12 budget, the State indicated it will enact mid-year budget reductions provided for in SB 73 and AB 121. By December 15, 2011, the Director of Finance will determine whether revenues meet either the Department of Finance revenue estimates or the Legislative Analyst's revenue estimates, whichever is higher. These mid-year budget reductions or "trigger cuts" could impact counties directly. The following table displays a summary of the trigger cuts.

Tier 0	
If the State receives \$3 - \$4 billion of the projected revenues, there will not be additional cuts. Any shortfall will be rolled into 2012-2013.	
Total	\$0
Tier 1	
If the State receives \$2 - \$3 billion of the projected revenues, nearly \$530 million in cuts will go into effect.	
• University of California	\$100 million
• California State University	\$100 million
• 20% reduction in authorized hours for In-Home Supportive Services (IHSS) recipients	\$100 million
• Department of Developmental Services unallocated reduction	\$100 million
• \$10 per unit fee hike for community colleges	\$30 million
• Across-the-board cut to child care funding	\$23 million
• Department of Corrections and Rehabilitation	\$20 million
• Reduction to California State Library for library grants	\$16 million
• Medi-Cal Managed Care Plan payment reductions	\$15 million
• Vertical Prosecution grants	\$15 million
• Anti-fraud grants provided to counties for the IHSS program	\$10 million
Total	\$529 million
Tier 2	
If the State receives \$0 - \$2 billion of the projected revenues, up to \$1.9 billion in cuts will go into effect, proportionate to revenues.	
• Reduction to K-12 schools that allow districts to drop seven classroom days. The school year would be reduced to 168 days – down from 180 days three years ago.	\$1.5 billion
• Elimination of school bus transportation	\$248 million
• Reduction to community colleges	\$72 million
Total	\$1.82 billion

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24 October 2011



Honorable Yuba County Board of Supervisors:

In the appeal hearing for project file number AP2011-0002, I would like to make the following request:

That the Board hear this appeal at the Alcouffe Center in the Dobbins/Oregon House area of the county. This would be a great convenience to the community and citizens, especially if it were held after 7:00 PM. This would allow for more public participation for those who work during the day and can only be available in the evenings. The center is set-up for recording and computer presentation.

This request is made pursuant to the Americans with Disabilities Act, CEQA, the Brown Act, and the open meetings laws of the State of California. This request is made so that those citizens who are elderly and/or disabled can conveniently attend the hearing, also.

Thank you for your consideration in this matter.

Sincerely,



David Soares

POB 62

14577 Indiana School Road

Dobbins, Ca. 95935

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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



487-11

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

Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

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

DATE: November 1, 2011

SUBJECT: Memorandum of Understanding (MOU) with Sutter-Yuba Mental Health Services for the Provision of Mental Health Services for California Work Opportunity and Responsibility to Kids (CalWORKs) Participants

RECOMMENDATION: Board of Supervisors approval of the MOU between Yuba County, on behalf of its Health and Human Services Department, and Sutter-Yuba Mental Health for the provision of mental health services for California Work Opportunity and Responsibility to Kids (CalWORKs) participants not to exceed \$404,536.00 for the three year term of July 1, 2011 through June 30, 2014 (\$134,457.00 for FY 2011/12; \$134,420.00 for FY 2012/13; and \$135,659.00 for FY 2013/14) is recommended.

BACKGROUND: Since July 1, 1999, Yuba County has entered into an MOU with Sutter-Yuba Mental Health Services to provide mental health treatment services to CalWORKs recipients to assist these families in the elimination of barriers to self-sufficiency. This is a renewal of that MOU.

DISCUSSION: The Health and Human Services Department is required to provide oversight for the CalWORKs program for the purpose of assisting families to achieve self-sufficiency through employment and to assist in the elimination of barriers to employment faced by recipients of CalWORKs. The MOU with Sutter-Yuba Mental Health Services provides assessment services, workshops, and counseling services for the treatment of mental illness to assist CalWORKs families in achieving self-sufficiency.

FISCAL IMPACT: Approval of this MOU will not impact County Funds. The services provided under this MOU are funded by federal and state dollars through the CalWORKs program.

**MEMORANDUM OF UNDERSTANDING BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND SUTTER-YUBA MENTAL HEALTH SERVICES**

This Memorandum of Understanding (hereafter "MOU") is effective as of July 1, 2011, by and between Yuba County Health and Human Services Department (hereafter "YCHHSD") and Sutter-Yuba Mental Health Services (hereafter "MENTAL HEALTH") for the provision of mental health services for the California Work Opportunity and Responsibility for Kids program (hereafter "CalWORKs").

RECITALS

WHEREAS,

- a. YCHHSD is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. MENTAL HEALTH is a Bi-County Program operated jointly by Yuba and Sutter Counties and overseen by Sutter County; and
- c. YCHHSD is responsible for administering public assistance programs implemented pursuant to Welfare and Institutions Section 11200 (hereafter "CalWORKs"); and
- d. MENTAL HEALTH has the responsibility, the experience and the expertise to provide services to, and otherwise assist the mentally ill.

THEREFORE, YCHHSD and MENTAL HEALTH hereto mutually agree as follows:

1. TERM

Commencement Date: July 1, 2011

Termination Date: June 30, 2014

Notwithstanding the term set forth above, and unless this MOU is terminated by either party prior to its termination date, the term of this MOU shall be automatically extended for ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a twenty (20) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow YCHHSD time in which to complete a renewal agreement for MENTAL HEALTH and YCHHSD approval.

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

2. DESIGNATED REPRESENTATIVES

Suzanne Nobles is the representative of YCHHSD and will administer this Agreement for YCHHSD. Bradford Luz is the authorized representative for MENTAL HEALTH. Changes in designated representatives shall occur only by advance written notice to the other party.

3. YCHHSD DUTIES AND RESPONSIBILITIES.

YCHHSD STAFF shall:

- a. Establish a range of desirable outcomes to provide direction to the Mental Health Therapist for services that remove barriers or obstacles to employment and/or provide a safe home for children.
- b. Identify those CalWORKs clients to be referred for a mental health assessment and initiate referrals to the Mental Health Therapist.
- c. Participate on a Family Self-Sufficiency Team (FSST) to determine appropriate course of treatment for CalWORKs participants determined to have mental health problems.
- d. Refer, or approve the referral of, CalWORKs clients to treatment services based upon the recommendations made by MENTAL HEALTH staff.
- e. Make scheduled home visits to monitor the family's progress in meeting the objectives of their welfare-to-work plan.

4. MENTAL HEALTH SERVICES AND DUTIES.

MENTAL HEALTH shall provide the following services in the home and/or in the YCHHSD office depending upon the client's needs:

- a. Receive referrals from CalWORKs staff or other agencies that may become aware of CalWORKs clients whose behavior indicates a family member(s) may have a mental health problem.
- b. Schedule appointments and complete appropriate assessment screenings.

- c. Within five (5) working days from the assessment screening, make recommendations for treatment services to CalWORKs staff via the Behavioral Health Report.
- d. Participate in collaborative case staffing with CalWORKs staff, Substance Abuse Counselors and other agencies whenever appropriate, to develop recommendations designed to meet the objectives in the welfare-to-work plan which are appropriate for the participant.
- e. Monitor the CalWORKs client's attendance and compliance with the mental health treatment plan and, within two (2) working days, notify CalWORKs staff via the Behavioral Health Report if the client fails to comply with his/her treatment program.
- f. Provide services to CalWORKs clients as appropriate, which shall include:
 - 1) Clinical and risk assessments
 - 2) Case planning
 - 3) Counseling, including individual and/or group counseling, parent education, crisis resolution and mental health evaluation and treatment, including co-occurring substance abuse and mental health disorders.
- g. Ensure Mental Health Therapist staff collaborate and share the responsibility with Substance Abuse Intervention Counselor staff on case planning for CalWORKs clients determined to have dual diagnosis.
- h. Provide a treatment model consisting of three possible levels of intervention:
 - 1) Level I: Skills for Change:
Weekly educational and skills enhancement workshops, or other support group meetings addressing such topics as relapse, life skills, parenting, behavioral modification, etc.
 - 2) Level II: Outpatient Treatment:
A combination of individual counseling, structured psychotherapeutic treatment groups with specific targeted goals and expectations and/or family counseling.
 - 3) Level III: Psychiatric Mental Health Services:
Psychiatric treatment services provided at MENTAL HEALTH.
- i. Perform the following additional duties, as needed:

- 1) Act as liaison between MENTAL HEALTH and YCHHSD.
 - 2) If indicated, refer for evaluation for treatment with psychotropic medication by a psychiatrist in a timely fashion.
 - 3) Coordinate and assist with clients needing hospitalization.
 - 4) Assist in securing past mental health records of clients, with an appropriate signed release of information form.
 - 5) Provide written documentation of services rendered, including professional opinions, with an appropriate signed release for the client, and within the scope of Specialty Mental Health Services as defined by MENTAL HEALTH.
- j. MENTAL HEALTH staff assigned to YCHHSD shall meet regularly with their Mental Health supervisor to facilitate the therapist's professional development, to problem-solve issues as they arise, to review cases, and to insure compliance with the policies and procedures of MENTAL HEALTH.
 - k. Complete a monthly Mental Health Statistical Report (Attachment A) and submit the report to the CalWORKs Program Manager by the 20th of the month following the provision of services. MENTAL HEALTH understands and agrees that payment for services will be withheld until the completed monthly Mental Health Services Statistical Report is provided.

5. FISCAL PROVISIONS

- a. MENTAL HEALTH shall submit a detailed invoice for payment in a format consistent with that as shown in Attachment B – Invoice Format, no later than the twentieth (20th) day of the month following the provision of services. Each invoice submitted shall be for the salary and benefits of the Mental Health Therapist(s) providing services to the CalWORKs program for the invoiced period. An invoice for July of each year of this MOU shall report the total amount of sick leave and vacation that will be accrued (shown as available) during the term of this MOU, the number of hours and type of paid leave used during the period invoiced, and the balance of paid leave remaining.
 - 1) MENTAL HEALTH shall submit a quarterly detailed report of the actual services provided in the previous quarter in November, February, May and August of each year.
 - 2) MENTAL HEALTH will submit an estimated invoice for June services of each year in this MOU no later than June 10th of that year. A final invoice,

including back-up documentation for services actually provided in June 2014, shall be submitted no later than July 20, 2014.

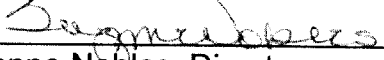
- b. Upon receipt of proper claims, YCHHSD agrees to reimburse MENTAL HEALTH for the actual costs of the salaries and benefits paid by MENTAL HEALTH for the Mental Health Therapist that provided services pursuant to this MOU up to the maximum amount specified by the fee schedule below. It is understood by both parties that the actual costs of salaries and benefits of the Mental Health Therapist to be reimbursed by YCHHSD to MENTAL HEALTH may include paid leave, provided that such leave was accrued during the term of this MOU. However, under no circumstances shall YCHHSD reimburse MENTAL HEALTH the cost of salary and/or benefits for a Mental Health Therapist on non-paid leave.
- c. YCHHSD further agrees to reimburse MENTAL HEALTH for administrative costs up to the maximum amount specified by the fee schedule below and based upon fifteen (15) percent of the actual salaries and benefits claimed. In no event shall the amount invoiced for administrative costs by MENTAL HEALTH and paid for by YCHHSD exceed fifteen (15) percent of the actual salaries and benefits claimed for the invoice period.
- d. YCHHSD shall pay MENTAL HEALTH a maximum amount not to exceed \$404,536 (Four Hundred Four Thousand, Five Hundred and Thirty-Six Dollars) in accordance with the following schedule:

Fiscal Year	Staffing	Salary & Benefits	15% Admin	Total
2011/12	Mental Health Therapist (1FTE)	\$116,919	\$17,538	\$134,457
2012/13	Mental Health Therapist (1FTE)	\$116,887	\$17,533	\$134,420
2013/14	Mental Health Therapist (1FTE)	\$117,964	\$17,695	\$135,659
TOTAL COSTS OF PURCHASE OF SERVICE				\$404,536

- e. The maximum reimbursement from YCHHSD to MENTAL HEALTH in accordance with this schedule shall be \$404,536 (Four Hundred Four Thousand, Five Hundred and Thirty-Six Dollars). In no event will YCHHSD reimburse MENTAL HEALTH more than the actual costs of salary and benefits paid plus 15 percent administrative fees.
- f. YCHHSD agrees to provide standard workspace and furniture, office supplies, phone, use of copier, access to computer with standard software,

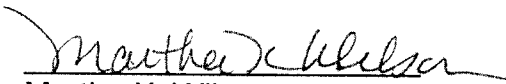
IN WITNESS WHEREOF, this MOU has been executed as follows:

YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

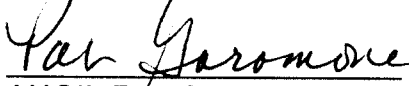
By: 
Suzanne Nobles, Director

Date: 9/23/11

INSURANCE PROVISIONS APPROVED


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:

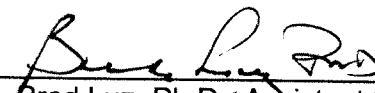

ANGIL P. MORRIS-JONES
YUBA COUNTY COUNSEL

YUBA COUNTY BOARD OF
SUPERVISORS

ATTEST: DONNA STOTTLEMEYER
YUBA COUNTY CLERK OF THE BOARD

_____- Chair (Date)

SUTTER-YUBA MENTAL HEALTH SERVICES

By: 
Brad Luz, Ph.D., Assistant Director
Human Services - Mental Health


Date: October 8, 2011

SUTTER COUNTY BOARD OF SUPERVISORS

By: 
James Gallagher, Chairman

Date: Oct. 11, 2011

ATTEST: DONNA M. JOHNSTON
SUTTER COUNTY CLERK OF THE BOARD

By: 
Deputy



APPROVED AS TO FORM
SUTTER COUNTY COUNSEL

By: Marc Hutterley, Attorney at Law

ATTACHMENT A
YUBA MENTAL HEALTH MONTHLY STATISTICAL REPORT
for
MENTAL HEALTH SERVICES

REPORT MONTH: _____
 (Month/Year)

	CalWORKs
1. Total unduplicated number of referrals received during Report Month	
2. Total number of assessments completed during the Report Month.	
3. Total Number recommended for treatment	
4. Total number referred to Sutter-Yuba Mental Health Department for: <input type="checkbox"/> Counseling <input type="checkbox"/> Psychotropic Meds	_____ _____
5. Total number referred to Private Provider	
6. Total number receiving treatment	
7. Total number of counseling hours provided in the: <input type="checkbox"/> Home <input type="checkbox"/> Office	_____ _____
8. Types and numbers of educational and skills workshops or support group meetings conducted: _____ _____ _____ _____ _____	_____ _____ _____ _____ _____
8. Caseload Activity Summary: <ul style="list-style-type: none"> • Total number of active cases at beginning of Report Month (Contact of at least once a month) • Total number of new cases added during the Report month • Total number of cases closed during the Report Month • Total number of active cases at the end of the Report Month (A plus B minus C equals D) 	_____ _____ _____ _____

Contact Person _____

Title _____

Date _____

**ATTACHMENT B
INVOICE FORMAT**

Contractor: _____		Contact: _____		
Address: _____		Phone #: _____		
Report Period: _____		to _____		
Services To CalWORKs Program:				
Personnel	# of Positions	Salary	Benefits	Total
Mental Health Therapist	1 FTE			
Sick Leave / Vacation	Available	Used	Balance	
Sick Leave				
Vacation				
Travel				
Administration (15% of Sal. & Ben.)				
Contract Services				
GRAND TOTAL				\$

Certification:

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

Authorized Signature

Date

Mail Invoice to:
Yuba County Health and
Human Services Department
Attn: Fiscal Division
P.O. Box 2320
Marysville, CA 95901



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



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

DATE: November 1, 2011

TO: LAND USE AND PUBLIC WORKS COMMITTEE

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Reconveyance of Lots "A" and "B" of Tract Map No. 99-585, Plumas Ranch Village 5 and Lot D of Tract Map No. 2003-006, Woodside Village Unit 1, to the developer, Cresleigh Homes Corporation

RECOMMENDATION:

Recommend reconveyance of Lots A and B as shown on Tract Map 99-585, Plumas Ranch Village 5 and Lot D as shown on Tract Map 2003-006, Woodside Village Unit 1, to the developer, Cresleigh Homes Corporation, and authorizing Chair to sign grant deeds effectuating same.

BACKGROUND:

The final map for Plumas Ranch Village 5, Tract Map 99-5855, was filed with the County Recorder on March 4, 2005, in book 82 of Maps at page 12. Item E of the Owner's Statement provides for an irrevocable offer of dedication," in fee simple, to the county of Yuba, for pedestrian and bicycle pathways, planting and maintaining trees, shrubbery and other landscaping, together with any and all appurtenances pertaining thereto, on, over, under and across that strip of land designated as Lots "A" and "B".

The final map for Woodside Village Unit 1, Tract Map 2003-006, was filed with the County Recorder on March 5, 2004, in book 77 of Maps at page 22. Item E of the Owner's Statement provides for an irrevocable offer of dedication," in fee simple, to the county of Yuba, for pedestrian and bicycle pathways, planting and maintaining trees, shrubbery and other landscaping, together with any and all appurtenances pertaining thereto, on, over, under and across that strip of land designated as Lot "D".

The offers of dedication were accepted by resolution, as indicated on the two final maps in the respective Clerk of the Board of Supervisors Statements.

DISCUSSION:

These lots were originally intended to include bike paths, but due to a lack of maintenance funds and a roadway circulation pattern that accommodates bicyclists/pedestrians, staff does not believe a bike path is warranted at the proposed location.

The Clerk of the Board of Supervisor Statements further state “Should the Board of Supervisors of the County of Yuba determine that the public purpose for which the property was dedicated in fee simple no longer exists, or the property or any portion thereof is not needed for public utilities, the County of Yuba shall reconvey the above described property to the Grantors or the successor(s) in interest pursuant to Government Code Section 66477.5.”

Once the property is reconveyed, Cresleigh intends to pursue multiple lot line adjustments with neighboring property owners to absorb the strips into the adjacent parcels. The lot line adjustment applications have been filed with the County awaiting this reconveyance, and the neighboring property owners are in favor of the adjustments.

FISCAL IMPACT:

None.

**BENEFICIARY
OWNER'S AND TRUSTEE'S STATEMENT**

THE UNDERSIGNED, CRESLEIGH HOMES CORPORATION, A CALIFORNIA CORPORATION, OWNER OF THE LANDS SHOWN HEREON Lying WITHIN THE SEVERAL ROYALTY LINES OF TRACT MAP NO. 2003-006 OF WOODSIDE VILLAGE UNIT 1, AND TRACT MAP NO. 2003-007 OF WOODSIDE VILLAGE UNIT 1, WHICH ARE OWNED BY THE CALIFORNIA BANKING CORPORATION AS BENEFICIARY NAUED IN THAT CALIFORNIAN DEED OF TRUST, RECORDED ON JUNE 24, 2003 AS DOCUMENT NO. 2003-104068, OFFICIAL RECORDS OF YUBA COUNTY, CALIFORNIA, HEREBY STATE THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LANDS AND THAT WE HAVE GIVEN OUR WRITTEN CONSENT TO THE TRANSFER OF SAID WOODSIDE VILLAGE UNIT 1, AND FURTHER, WE HEREBY DO HEREBY UNREVOCABLY OFFER FOR DEDICATION TO THE COUNTY OF YUBA AND DO HEREBY DEDICATE TO THE PUBLIC THE FOLLOWING:

- (A) IN FEET SAMPLE, TO THE COUNTY OF YUBA, THOSE STRIPS OF LAND DESIGATED ON S&D MAP AS RIVER OAKS BOULEVARD, THURSON WAY, AMON COURT, PREZIO WAY, SANGHAR WAY, ORCK WAY, LORNA COURT, LORNA COURT, LOCKWOOD DRIVE, AND LOCKPORT WAY.
- (B) IN FEET SAMPLE, TO THE COUNTY OF YUBA, FOR PEDESTRIAN WALKWAYS, PLANTING AND MAINTAINING TREES, SHRUBBERY AND OTHER LANDSCAPING, ELECTROLES, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CABLES, ALL THE AREAS OF LANDS HEREIN DESCRIBED, TOGETHER WITH ALL THE APPURTENANCES PERTAINING THEREON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND DESIGNATED AS "LOT A", "B", AND "C" LINE CONTIGUOUS TO RIVER OAKS BOULEVARD, ORCK WAY, DUNBAR WAY AND LOCKWOOD DRIVE.
- (C) FOR THE HEREIN DESCRIBED AND DESIGNATED PUBLIC SERVICE EASEMENT AND LANDSCAPE EASEMENT (P.S.E. & L.E.).
- (D) EASEMENTS FOR PEDESTRIAN WALKWAYS, PLANTING AND MAINTAINING TREES, SHRUBBERY AND OTHER LANDSCAPING, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CABLES, ALL THE AREAS OF LANDS HEREIN DESCRIBED, TOGETHER WITH ALL THE APPURTENANCES PERTAINING THEREON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND GENERALLY 12 FEET IN WIDTH AS SHOWN HEREON AND DESIGNATED "LANDSCAPE EASEMENT" (L.E.).
- (E) EASEMENTS FOR WATER AND GAS PIPES, FOR ELECTROLES, UNDERGROUND AND UNDERGROUND WIRES, AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THEREON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND GENERALLY 22 FEET IN WIDTH, OR 19.5 FEET IN WIDTH, AS SHOWN HEREON, AND DESIGNATED "PUBLIC SERVICE EASEMENT" (P.S.E.).
- (F) IN FEET SAMPLE, TO THE COUNTY OF YUBA, FOR PEDESTRIAN WALKWAYS, PLANTING AND MAINTAINING TREES, SHRUBBERY AND OTHER LANDSCAPING, ELECTROLES, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CABLES, ALL THE AREAS OF LANDS HEREIN DESCRIBED, TOGETHER WITH ALL THE APPURTENANCES PERTAINING THEREON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND DESIGNATED LOT 70 AND DESIGNATED "LANDSCAPE EASEMENT" (L.E.).
- (G) EASEMENTS FOR PEDESTRIAN ACCESS ON OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.).

CREST FISH HOMES CORPORATION, A CALIFORNIA CORPORATION

BY: Thomas L. ... TITLE: V.P.

NOTARIAL STATEMENT

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

ON 3 January 76 7:00 p
 RONALD E. JOHNSON, JR., A NOTARY PUBLIC IN AND FOR SAID
 COUNTY AND STATE PERSONALLY APPEARED

1-6-66 4:55 50-006

☒ PERSONALLY KNOW TO OR ☐ PROVED TO ME ON THE BASIS OF THE PERSON(S) WHOSE NAME(S) IS/ARE SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME IN HIS/HER/HIS/HER AUTHORIZED SIGNATURE(S) AND THAT BY HIS/HER/HIS/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE INSTRUMENT WAS SIGNED, INTENDED TO SIGN THE INSTRUMENT.

WITNESS MY HAND:
Donald R. Young, Husband SIGNATURE
Donald R. Young, Husband PRINT NAME

THE FOUNDATION PLACE OF BUSINESS IS:

San Francisco CA

TRACT MAP NO. 2003-006 OF
WOODSIDE VILLAGE UNIT 1
BEING A PORTION OF LOTS 4, 5, AND 6 OF
TRACT MAP 93-560 OF RIVER OAKS (66 B.M. 33-42)
AND BEING A PORTION OF SECTIONS 8 & 7, T.13N., R.4E., NDM.
COUNTY OF YUBA, CALIFORNIA
FEBRUARY, 2004
MURRAY SMITH & ASSOCIATES
SHEET 1 OF 7

UNITED COMMERCIAL BANK, A CALIFORNIA BANKING CORPORATION

THE FIRST VICE PRESIDENT

BY: _____

TITLE: _____

INTERLUIS SECTION

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

ON JANUARY 29, 2004, EARLY INC. d/b/s A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED EARLY INC. d/b/s BEFORE ME

☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE

PERSONS) ACTED, EXECUTED THE INSTRUMENT.
WITNESS MY HAND: Yang de Qin GARY DE AGU
SIGNATURE PRINT NAME

MY COMMISSION EXPIRES: 07/07

GARY Q. DE ABE
Commission # 1438473
Nobley Pulte - California
San Francisco County
My Comm. Expires Oct 7, 2007

CONFIDENTIAL STATEMENT

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE COUNTY
RECORDER OF YUBA COUNTY AT THE REQUEST OF MURRAY SMITH &
ASSOCIATES IN BOOK 77 OF MAPS, AT PAGE 51
THIS 5th DAY OF March

2004 1 31 54 MINUTES PAST 2 M.

HEREBY STATE THAT I HAVE RECEIVED A CERTIFICATE FROM THE
 YUIBA COUNTY TAX COLLECTOR STATING ANY AND ALL PAYMENTS OR
 DEPOSITS REQUIRED BY SECTIONS 66492 AND 66493 OF THE GOVERNMENT
 CODE HAVE BEEN MADE.

FILE NO: 20040-002090

FILE NO.: 65-12-374
TERRY A. HANSEN
YUBA COUNTY RECORDER

1006

BY: J. Hall

NOTE:

ADDITIONAL INFORMATION DOCUMENTS CONTAINING CERTIFICATE,
DOCUMENTS, ACKNOWLEDGMENTS FOR TM2003-006 BEING
CONCURRENTLY FILED AT DOCUMENT NO. 2004R003923
OFFICIAL RECORDS OF YUSA COUNTY.

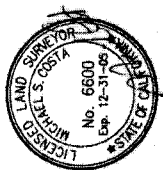
SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SURVEY AND PLAT OF TRACT MAP NO. 2003-006 OF WOODSIDE UNIT NO. 1 MADE UNDER MY DIRECTION IN NOVEMBER, 2003 IS TRUE AND COMPLETE AS SHOWN, THAT MONUMENTS OF THE EXTERIOR BOUNDARY HAVE BEEN FOUND OR SET AS SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, INTERIOR MONUMENTS AS SHOWN WILL BE SET WITHIN SIXTY (60) DAYS FROM DATE OF ACCEPTANCE OF STREET IMPROVEMENTS.

DATE: 1-26-04

Michael S. Costa

MICHAEL S. COSTA LS 8600



COUNTY SURVEYOR'S STATEMENT

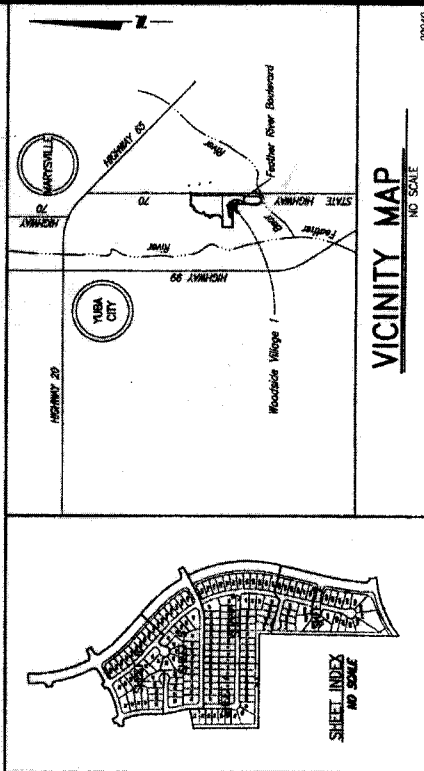
THIS MAP HAS BEEN EXAMINED BY ME AND I AM SATISFIED THAT THE SUBDIVISION IS TECHNICALLY CORRECT. I HEREBY STATE THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

2/15/2004
2/15/2004
GARY T. LUPINOTT
GARY T. LUPINOTT 17 LS 3634
COUNTY SURVEYOR - YUBA COUNTY
(LICENSE EXPIRES 6/30/04)

SON'S CERTIFICATE

A PRELIMINARY SOILS REPORT IS ON FILE AT THE YUBA COUNTY PUBLIC WORKS DEPARTMENT AND THE YUBA COUNTY BILLING DEPARTMENT.

AREA IN SUBDIVISION: 39.450 ACRES
AREA IN LOTS 'A', 'B', 'C', AND 'D': 2.892 ACRES
AREA IN LOTS 1-158: 25.873 ACRES



Cert.icate of Correction
Recorded 2/3/05 2005R-002497

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