

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.

JANUARY 17, 2012

- 9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.**
- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Nicoletti
 - 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 Deputy Counsel John Whidden as the Board Chairman's designee to the Law Library Board of Trustees. (No background material) (017-12)
 - B. Clerk of the Board of Supervisors
 - 1. Approve minutes of the meeting of January 3, 2012. (030-12)
 - C. Community Development and Services
 - 1. Accept Traffic Signal project at Hammonton-Smartsville Road and Simpson Lane as complete and authorize the Director of Public Works to sign notice of completion. (018-12)
 - D. Health and Human Services
 - 1. Adopt resolution authorizing agreement with California Department of Public Health for Immunization Project Subvention Funds and acceptance of funds. (Human Services Committee recommends approval) (019-12)
 - 2. Approve California Department of Veteran Affairs Subvention and Medi-Cal Certificate of Compliance for fiscal year 2011/2012. (Human Services Committee recommends approval) (020-12)
 - 3. Approve request for proposals for registered dietician for the Supplemental Nutrition Assistance Program Education. (Human Services Committee recommends approval) (021-12)
 - 4. Approve request for proposals for two Peer Educators for Yuba County's Supplemental Nutrition Assistance Program Education. (Human Services Committee recommends approval) (022-12)
 - E. Sheriff-Coroner
 - 1. Adopt a resolution authorizing the Sheriff to execute the agreement with California Highway Patrol for utility sharing at the Brownsville Substation. (023-12)
 - IV. **SPECIAL PRESENTATION**
 - A. Receive presentation on Fish and Game Advisory Commission activities. (Ten minute estimate) (024-12)
 - V. **PUBLIC COMMUNICATIONS: Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will**

be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.

VI. **COUNTY DEPARTMENTS**

A. Community Development and Services

1. Approve revised planning agreement for the Yuba-Sutter Natural Communities Conservation Plan/Habitat Conservation Plan and authorize the Chair to execute same. (Ten minute estimate) (025-12)

B. County Administrator

1. Approve use of previously designated capital project funds from Fund 229 Tobacco Securitization in an amount not to exceed \$210,000 for the new Sheriff's facility project costs. (Ten minute estimate) (026-12)

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

- A. Public Hearing - Hold public hearing and adopt resolution modifying the number of either-sex deer tags as proposed by the State Department of Fish and Game for the 2012-2013 Either-Sex Deer Hunts. (Ten minute estimate) (027-12)

VIII. **CORRESPONDENCE** - (028-12)

- A. Two notices from California Fish and Game Commission of proposed regulatory action relating to ocean salmon sport fishing and allowable catch and trip limits. (Copy provided to Yuba County Fish and Game Commission)
- B. Letter from Auditor-Controller enclosing disc of independent audit of financial records for Yuba County Water Agency fiscal years ending June 30, 2010 and 2011.
- C. Notice of public comment period and findings from California Board of Forestry and Fire Protection related to emergency rules to implement State Responsibility Area Fees.
- D. Notice from United States Department of Agriculture Plumas National Forest schedule of proposed action through March 31, 2012.
- E. Letter from Federal Emergency Management Agency regarding a Letter of Map Revision of determinations affecting the Flood Insurance Rate Map and Flood Insurance Study for various drainage in Yuba County.
- F. Letter from Mountain Counties Water Resources Association regarding presentation and membership.

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

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

- A. Threatened litigation pursuant to Government Code §54956.9(b) - Three Claims
- B. Personnel pursuant to Government Code §54957 - Department Head Evaluation/Public Guardian (60 minute estimate)

XI. **ADJOURN**

2:00 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

COMMITTEE MEETINGS

11:00 A.M. Law and Justice Committee - (Supervisors Nicoletti and Vasquez - Alternate Supervisor Stocker)

- A. Consider amending hours the Animal Care Services Shelter is open to the public to proposed hours of 10:00 a.m. - 2:00 p.m. - Sheriff-Coroner (Five minute estimate) (029-12)

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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The County of Yuba

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



JANUARY 3, 2012 – MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 6:06 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, County Counsel Angil Morris-Jones, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chairman Stocker presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Abe
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker – All present
- III. OATH OF OFFICE - Auditor-Controller C. Richard Eberle
Deputy Clerk of the Board Rachel Ferris administered the oath of office.
- IV. RECESS - The Board recessed at 6:06 p.m. and reconvened at 6:12 p.m. with all present as indicated above.
- V. CHAIRMAN OF THE BOARD STATEMENT - Chairman Roger Abe
Chairman Abe commended the County Administrator, Board members, Department heads and staff for hard work during the year.
Vice Chair Stocker presented a plaque to outgoing Chairman Roger Abe
- VI. ADJOURN SINE DIE at 6:14 p.m.
- VII. ELECTION OF OFFICERS - Chairman and Vice Chairman (Conducted by Deputy Clerk of the Board)

Supervisor Nicoletti nominated Supervisor Stocker for the office of Chairman.

MOTION: Move to cast unanimous ballot for Supervisor Stocker as 2012 Chairman of the Board of Supervisors

MOVED: Mary Jane Griego SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

Supervisor Nicoletti nominated Supervisor Vasquez for the office of Vice Chairman.

MOTION: Move to cast unanimous ballot for Supervisor Vasquez as 2012 Vice Chairman of the Board of Supervisors

MOVED: Roger Abe SECOND: John Nicoletti

AYES: Mary Jane Griego, John Nicoletti, Andy Vasquez, Roger Abe, Hal Stocker
NOES: None ABSENT: None ABSTAIN: None

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

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

A. Auditor-Controller

1. Receive independent accountant's report on the Treasurer's Statement of Assets. (001-12) Received

B. Board of Supervisors

1. Approve Board meeting schedule and cancellation of certain meetings for 2012. (002-12)
Cancelled the following 2012 Board meetings:
February 21, March 20, April 10, May 1
June 5, July 3, August 22, September 25,
October 16, December 25

C. Clerk of the Board of Supervisors

1. Approve minutes of the meetings of December 6, 13, and 20, 2011. (003-12) Approved as written

IX. PUBLIC COMMUNICATIONS: No one came forward.

X. CORRESPONDENCE - (004-12)

- A. Memo from Corrections Standards Authority regarding proposed Title 15 regulations and public comment period. Accepted
- B. Letter from Auditor-Controller enclosing independent audit report for Three Rivers Levee Improvement Agency for fiscal year ended June 30, 2011. Accepted
- C. Letter from United States Post Office regarding Challenge discontinuance feasibility study. Accepted
- D. Notice from California Fish and Game Commission regarding emergency regulatory action of incidental take of the black-backed woodpecker. Accepted
- E. Letter from Paul Preston, California Technical Education Center, regarding cultivation of medical marijuana. Accepted
 - The following individual spoke: Alaine Arslan, Marysville

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

Supervisor Nicoletti:

- o Memorial Adjournment – Mr. Benjamin Steve Lembke Jr.
- o Commended Chairman Abe and Vice Chairman Stockers leadership as officer of the Board of Supervisors 2011

Supervisor Griego:

- Congratulated Chairman Hal Stocker on election
- Sacramento Area Council of Governments meeting held December 15, 2011 selected a methodology for Regional Housing Needs Allocation and was voted as the 2012 Vice Chair

Supervisors Stocker:

- Memorial Adjournment – Mr. Norbert “Norm” Van Heste

Supervisors Abe:

- Memorial Adjournment – Ms. Evelyn Lucille Ballew
- County Administrator Robert Bendorf: Commended Supervisors Abe and Stocker on their leadership during the previous year

XII. ADJOURN: 6:30 p.m. in honor of Ms. Evelyn Lucille Ballew, Mr. Benjamin Steve Lembke Jr., and Mr. Norm Van Heste by Chairman Stocker.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: Rachel Ferris, Deputy Clerk

Approved: _____

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone - (530) 749-5430 • Fax - (530) 749-5434
 915 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

January 17, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: RETROACTIVELY ACCEPT TRAFFIC SIGNAL PROJECT AT
 HAMMONTON-SMARTSVILLE ROAD AND SIMPSON LANE AS
 COMPLETE AND AUTHORIZE PUBLIC WORKS DIRECTOR TO SIGN
 NOTICE OF COMPLETION

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors retroactively accept the Traffic Signal at Hammonton-Smartsville Road and Simpson Lane as complete and authorize the Public Works Director to sign the Notice of Completion.

BACKGROUND:

M & M Electric was awarded the contract for the Traffic Signal at Hammonton-Smartsville Road and Simpson Lane on October 13, 2010. The project consisted of the installation of a new traffic signal at this intersection.

DISCUSSION:

The contractor completed the work in 2011 and provided adequate documentation for project close out to Public Works.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project is included in the Public Works Budget.

FISCAL IMPACT:

The project is funded with 90% Federal Highway Safety Improvement (HSIP) funds and 10% County Road Fund.

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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



019-12

**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: January 17, 2012

SUBJECT: Resolution of the Board of Supervisors to Enter into Agreement with the California Department of Public Health for Immunization Project Subvention Funds and Authorizes Chairman to execute documents required by the Agreement

RECOMMENDATION: Board of Supervisors Approval of the Resolution authorizing the Health and Human Services Department to enter into the Agreement with the California Department of Public Health (CDPH) for Immunization Project Subvention Funds and authorizing the Chairman to execute documents as required by this Agreement; and, approval of the Agreement with CDPH for Immunization Project Subvention Funds for the term of July 1, 2011 through June 30, 2013 is recommended.

BACKGROUND: This Agreement is a continuation application the Health and Human Services Department is applying for through CDPH in the amount of \$25,000.00 per fiscal year to increase the immunization levels of infants and toddlers and to establish an adult vaccination program. Sections 120325-120380 of the Health and Safety Code, Chapter 435, requires immunizations against childhood diseases prior to school admittance. County Health Officers are required to organize and maintain a program to make required immunizations available. This Agreement will assist the County in defraying costs of the mandated program.

DISCUSSION: The Agreement with CDPH would assist Yuba County in expanding its immunization coverage levels to 95 percent or greater for each immunization required by law for kindergarten students and child care entrants within Yuba County. This Agreement will also assist in increasing the immunization coverage level of two-year olds to 90 percent for one dose of measles, mumps, and rubella (MMR) vaccine, three doses of polio vaccine, and at least four doses of diphtheria, tetanus, and Pertussis (DTP) vaccine. The adult vaccination program will promote flu vaccination to improve immunization coverage rates among adult populations within the county.

COMMITTEE: The Human Services Committee recommended approval on January 10, 2012.

FISCAL IMPACT: Approval of the resolution and subsequent Agreement will not impact County Funds. There is no County match requirement.

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

**AUTHORIZE THE YUBA COUNTY HEALTH)
AND HUMAN SERVICES DEPARTMENT TO)
ENTER INTO AGREEMENT WITH THE STATE)
OF CALIFORNIA, DEPARTMENT OF PUBLIC) Resolution No. _____
HEALTH, FOR IMMUNIZATION PROJECT)
SUBVENTION FUNDS FOR THE PERIOD OF)
JULY 1, 2011-JUNE 30, 2013; AND AUTHORIZE)
CHAIRMAN TO EXECUTE DOCUMENTS AS)
REQUIRED BY THE AGREEMENT AND ANY)
PERTINENT DOCUMENTS RELATED TO THIS)
PROGRAM, AND TO AUTHORIZE)
ACCEPTANCE OF FUNDS)**

WHEREAS, the State of California has made funds available to local health departments to expand their immunization services and increase the immunization levels of infants, toddlers and adults; and

WHEREAS, it is in the best interest of the residents of the County of Yuba to increase the availability of immunization services to children and adults within the community through the Health and Human Services Department, Health Division immunization programs and to establish an adult vaccination program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the submission of the Standard Agreement to the California Department of Public Health for Immunization Project Subvention Funds is hereby authorized.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the Chairman is hereby authorized to accept \$25,000.00 per year for the two-year period from July 1, 2011 through June 30, 2013 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 contract for the stated two-year period; to authorize and execute the allocation of funds for the stated two-year period, and further the Chairman is granted permission to amend contracts for additional or lesser funding, and execute amendments or memorandums of understanding developed under this grant if the allocation, or a portion thereof, is awarded. A copy of the said contract or any amendment thereto shall be filed in the office of the Clerk of the Board, County of Yuba.

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PASSED AND ADOPTED at a regular meeting of the Board of Supervisors
of the County of Yuba, State of California, on the _____ day of _____,
20____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____, Chair of the Board

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

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

Pat Garomone

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



020-12

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

TO: Board of Supervisors
Yuba County

FROM: Suzanne Nobles, Director
Marvin King, Yuba County Veteran Services Officer

DATE: January 17, 2012

SUBJECT: Fiscal Year (FY) 2011/2012 California Department of Veteran Affairs (CDVA) Subvention and Medi-Cal Certificate of Compliance

RECOMMENDATION: Board of Supervisors approval of California Department of Veteran Affairs (CDVA) Subvention and Medi-Cal Certificate of Compliance for FY 2011/2012 is recommended.

BACKGROUND: Per Military and Veteran Code Section 972, all California County Boards of Supervisors are required to certify that their respective county is in compliance with state code. In completing the attached certificate, Yuba County will be eligible to receive CDVA funding for the County Veteran Services Office. A renewal of this certificate is required on an annual basis.

DISCUSSION: State funding is a major revenue source for the Yuba-Sutter County Veteran Services Office. By completing the attached Certificates, the Board of Supervisors will ensure that Yuba County is eligible for available state funding. In validating and signing these certificates, this funding will be secured and vital public service will continue. The services provided by the Veteran Services Office are critical in obtaining benefits for all county Veterans and their families.

COMMITTEE: The Human Services Committee recommended approval on January 10, 2012.

FISCAL IMPACT: Failure to complete the certificates for FY 2011/2012 would reduce the Yuba-Sutter County Veteran Services Office funding by approximately \$94,506, and would require an increase in expenditure of Yuba and Sutter Counties General Funds or a reduction in office staff/services.

SUBVENTION

CERTIFICATE OF COMPLIANCE

FISCAL YEAR 2011/2012

YUBA COUNTY

COUNTY SUBVENTION PROGRAM

Charge:

Contribution to counties toward compensation and expenses of their County Veterans Service Office according to Military and Veterans Code Sections 972, and 972.1, a State General Funds Expenditure, and 972.2, a Special Fund Expenditure.

County Certification:

I certify that Yuba County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5.

I further certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I also agree that this county, through the County Veterans Service Office, will maintain annual records for audit. These records will be maintained until the final allocation of funds for the subject fiscal year is issued by the CDVA. We will also submit reports in accordance with the procedures and timelines established by CDVA. The County Veterans Service Officer will permit CDVA representatives to inspect all facilities and records.

I further authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

Roger Abe, Chairman
Yuba County Board of Supervisors

Date

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

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



021-12

**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: January 17, 2012

SUBJECT: Request for Authorization to Solicit Proposals for Yuba County's Supplemental Nutrition Assistance Program Education (SNAP-Ed)

RECOMMENDATION: Board of Supervisors approval authorizing the Health and Human Services Department (HHSD) to solicit proposals for the purpose of recruiting two Peer Educators for Yuba County's Supplemental Nutrition Assistance program Education (SNAP-Ed) is recommended.

BACKGROUND: As detailed in the Scope of Work, the County of Yuba has \$9,000.00 available under the SNAP-Ed program for contracting with Peer Educators to assist in the provision of nutritional interventions and physical activity education to low-income residents to promote healthier choices within their limited budgets, increasing fruit and vegetable consumption and increasing physical activity.

DISCUSSION: On November 1, 2011, the Board of Supervisors of Yuba County approved the submission of an application to the State of California to participate in the SNAP-Ed Grant program for the funding period of November 1, 2011 through September 30, 2012. The guidelines of this program require the use of Peer Educator(s) to assist in the implementation of the SNAP-Ed program through the provision of nutritional interventions and physical activity education to low-income residents of Yuba County. It is necessary to release a Request for Proposal (RFP) to invite proposals from individuals who can act as Peer Educators. Applicants determined to be the most responsive to the requirements of the RFP will be invited to participate in the interview process. Final selection will be made by the County Evaluation Team.

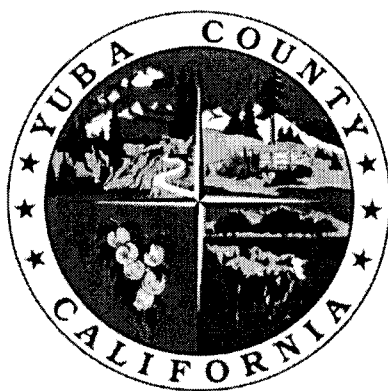
COMMITTEE: The Health and Human Services Committee recommended approval on January 10, 2012.

FISCAL IMPACT: The SNAP-Ed RFP provides a maximum award of \$9,000.00 for two Peer Educators. The cost is funded by federal dollars and there is no County Match requirement.

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**COUNTY OF YUBA
HEALTH AND HUMAN SERVICES DEPARTMENT
REQUEST FOR PROPOSAL**


***Peer Educator
For Nutritional Education Services***



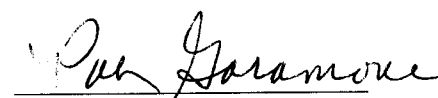
PROPOSAL CLOSING DATE:

***February 15, 2012
at 5:00 pm (PST)***

RISK MANAGEMENT


Martha K. Wilson,
Risk Manager

COUNTY COUNSEL


Angil P. Morris-Jones,
County Counsel

Opens: January 18, 2012
Proposals Due: February 15, 2012

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Opens: January 18, 2012
Proposals Due: February 15, 2012

1. INTRODUCTION

The County of Yuba, through the Health and Human Services Department (HHSD), is requesting proposals from individuals or agencies\organizations with individuals who have at least a high school diploma or General Equivalency Diploma (GED) to work as "Peer Educators." These "Peer Educators" will be trained to teach people about the importance of good nutrition and physical activity. The Peer Educators will assist with the County's Supplemental Nutrition Assistance Program Education (SNAP-Ed) program. The program is funded through the California Department of Public Health's *Network for a Healthy California (Network)*. The funding period will be from **Contract Date** (date contract is signed) through **September 30, 2012**. Each Peer Educator position will be funded at the rate of \$25.00 per hour for a maximum amount payable per position of Four Thousand Five Hundred Dollars (\$4,500.00).

2. SCOPE OF SERVICES

HHSD is seeking two (2) Peer Educators to participate as team members with HHSD to increase nutritional education and physical activity services to low-income individuals and families of Yuba County through the Supplemental Nutrition Assistance Program Education (SNAP-Ed). The Peer Educators will assist with the implementation of evidence-based nutritional and physical activity interventions and educate participants on making healthier choices within their respective budgets. General duties and responsibilities include:

- a. Ability to teach nutritional and physical activity education in a variety of settings, using interactive teaching methods to low-income individuals and families.
- b. Attendance at all required meetings and classes of the SNAP-Ed Program.
- c. Maintain professional competence through attendance at required trainings in nutritional and physical activity education including how to present nutritional and physical activity education classes to SNAP-Ed participants.
- d. Organize nutritional and physical activity education materials needed for community presentations, classes, and activities.
- e. Maintain all materials, equipment and supplies in good condition.

- f. Translate and/or interpret nutritional and physical activity education materials and/or lessons from English to Spanish or Hmong as needed.
- g. Conduct single and/or multi-session nutritional and physical activity education classes to SNAP-Ed individuals.
- h. Conduct community outreach to recruit participants for nutritional and physical activity education classes.
- i. Maintain class participation cards.
- j. Contribute to establishing and developing the County Nutritional Action Plan.
- k. Ability to work cooperatively and independently. All needs, issues and concerns will be communicated with Yuba County Project Coordinator.
- l. Ability and willingness to work a flexible schedule, including evenings and weekends as needed including events which may be held outdoors (i.e. health fairs, etc.).
- m. Possess a valid California Driver's License, automobile insurance, and able to provide own transportation to travel to county locations and out of county trainings as required.
- n. Capable of both professional and personal interactions with a wide variety of health professionals and program participants in a culturally diverse environment. Multiple language skills are preferred.
- o. Develop reports and complete appropriate written documentation for all activities conducted.

3. PROPOSAL DEADLINE

NOTE: All dates and times referenced in this RFP are Pacific Standard Time (PST).

Proposals must be submitted no later than **5:00 p.m. on February 15, 2012**. The Proposal Deadline time and date are detailed in the RFP Section 4, Schedule of Events. A late proposal shall not be accepted, and a Proposer's failure to submit a complete proposal before the deadline shall cause the proposal to be disqualified.

One (1) original proposal and four (4) copies of the proposal (a total of 5) must be received on or before February 15, 2012, no later than 5:00 p.m. Faxed or electronic proposals will not be accepted.

Proposals must be submitted to the following address in a sealed envelope clearly labeled **"Peer Educator Proposal in Response to RFP - Do Not Open"**:

Yuba County Health and Human Services
Administration Department
5730 Packard Ave, Suite 100
Marysville, California 95901
Attn: Marge Troester, Supervising Public Health Nurse

It is the sole responsibility of the applicant to see that the proposal is received by Marge Troester, Supervising Public Health Nurse, prior to the deadline noted above. See Section 7, RFP Communications, for contact information.

PROPOSALS RECEIVED BEYOND THE DEADLINE WILL NOT BE CONSIDERED

4. SCHEDULE OF EVENTS

The following Schedule of Events represents the County's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between **8:00 a.m. and 5:00 p.m., Pacific Standard Time (PST)**.

RFP SCHEDULE OF EVENTS		
NOTICE: The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The County will communicate any adjustment to the Schedule of Events to the applicants from whom the County has received a proposal. Note: <u>ALL</u> dates are County Business Days.		
EVENT	TIME	DATE
1. County Releases/Posts RFP		Jan. 18, 2012
2. Applicant's Conference	9:00 a.m.	Jan. 25, 2012
3. Written Comments Deadline		Feb. 1, 2012
4. County Responds to Written Comments		Feb. 8, 2012
5. Proposal Deadline	5:00 p.m.	Feb. 15, 2012
6. County Completes Proposal Evaluations		Feb. 22, 2012
7. Applicant Interviews		March 7, 2012
8. County recommends award to successful Applicant; all applicants notified of recommendation.		March 12, 2012

9. Protest Period Begins		March 12, 2012
10. Protest Period Ends		March 19, 2012
11. Contract Signing (<i>estimated date</i>)		April 19, 2012

5. **PROPOSAL REQUIREMENTS**

Proposals must be developed in accordance with the described format. Use forms where provided. Proposals that deviate from this format *will not* be considered for funding. Applicant must submit a completed proposal package in response to this RFP consisting of:

A. Application Form

Using the form titled "**APPLICATION**" (*Attachment 1*) provide all information including company name or individual name, address, contact person, telephone, e-mail, original signature of person authorized to submit the Proposal.

(Value = 5%)

B. Curriculum Vitae or résumé

Submit a curriculum vitae or résumé detailing your previous experience, education and qualifications for the position.

(Value = 20%)

C. Bilingual Skills

Due to the diverse demographics in Yuba County, preference will be given to bilingual applicants. Please submit a letter indicating your ability to translate and/or interpret nutritional and physical activity education material in Spanish or Hmong.

(Value = 40%)

D. Supplemental Questionnaire

Respond to all questions in the form titled "SUPPLEMENTAL QUESTIONNAIRE" (*Attachment 2*). The supplemental questionnaire is an integral part of the selection process. Response will be reviewed and evaluated based on the position requirements. It is important that your responses be as complete and detailed as possible. Applicants with the most relevant experience will be invited to the next phase of the selection process (i.e. applicant interviews). Failure to submit a completed Supplemental Questionnaire by the final filing date will result in rejection of your proposal.

Page requirements: 8.5" x 11" paper, 1" margins, 12 pt. font.

(Value = 20%)

E. Professional and/or Character References

Compile a list of the names, titles and contact information of three (3) professional and/or character references.

(Value = 15%)

F. High School Diploma or GED

Provide as documentation a High School diploma or General Equivalency Diploma (GED). Applications submitted without evidence of high school diploma or GED will be considered incomplete and will not be accepted.

G. Insurance Verification

All applicants must provide documentation or a letter of assurance of the ability to obtain the following insurance requirements:

- General Liability Insurance (Including operations, products and completed operations) with a limit not less than \$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.
- Automobile Liability Insurance with a limit not less than \$1,000,000 per accident for bodily injury and property damage.

If you are an agency or organization, provide documentation or a letter of assurance of the ability to obtain the following additional insurance requirements:

- Workers' Compensation Insurance as required by the State of California.
- Employer's Liability Insurance with a limit not less than \$1,000,000 each accident, with a \$1,000,000 policy limit for bodily injury by disease.
- Professional Errors and Omissions Liability with a limit not less than \$1,000,000 per incidence and \$1,000,000 annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

H. 501(c)(3)

Non-profit agencies must submit a Board Resolution authorizing submission of this proposal with evidence of 501(c)(3) status, including Employer Identification Number (EIN) number as attachments. If the Resolution is not available, a letter stating the date it will be available must be attached.

6. RFP COMMUNICATIONS

A. RFP Point of Contact

Please direct all communications, including questions, regarding this RFP to the County's only official point of contact for this RFP:

Marge Troester, Supervising Public Health Nurse
5730 Packard Avenue, Suite 100
Marysville, CA 95901
mtroester@co.yuba.ca.us

B. Written Comments Deadline

The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than **February 1, 2012**. The Written Comments Deadline is detailed in the RFP Section 4, Schedule of Events.

C. Official Responses and Communications

The County reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The County's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

Only the County's official, written responses and communications shall be considered binding with regard to this RFP.

The County reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting). <http://www.co.yuba.ca>

7. APPLICANTS' CONFERENCE

The County has attempted to provide all information available with regard to the service components described. It is the responsibility of each applicant to review, evaluate and, where necessary, request any clarification of information.

In order to assist in that process, an Applicant's Conference will be held in the County of Yuba, Health and Human Services Department, in the **Yuba River Conference Room** located at 5730 Packard Avenue, Marysville, California, on **Wednesday, January 25, 2012, from 9:00 a.m. to noon PST**. The purpose of the Conference is to explain program requirements and to answer questions regarding completion of proposals, time frames, and the RFP process.

The County requests that potential applicants register for the conference by sending an e-mail to: lolsen@co.yuba.ca.us to ensure that adequate accommodations are made for the number of prospective attendees. While attendance to the conference is not required, attendance is highly recommended.

All comments and questions and corresponding county responses will be compiled into an addenda and posted online at <http://www.co.yuba.ca.us>

8. GENERAL REQUIREMENTS

This solicitation does not constitute a contract, offer of employment or offer of purchase. The County makes no representation that any contract will be awarded to any respondent to this solicitation.

A. Applicant Required Review

Each Applicant must carefully review the RFP and all attachments, for comments, questions, defects, objections or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning this RFP must be made in writing and received by the County no later than the Written Comments Deadline detailed in the RFP Section 4, Schedule of Events.

B. RFP Cancellation

The County reserves the right to withdraw or cancel the solicitation at any time without prior notice.

C. Right of Rejection

The County reserves the right, at its sole discretion, to reject any and all incomplete and/or late proposals.

D. Proposal Preparation Costs

The cost of preparation of a proposal is the obligation of the applicant. Yuba County will not be liable for any costs incurred by the applicant in preparing or submitting a proposal.

E. Agreement Approval

The selected applicant shall agree to and sign an Agreement with the County which shall be substantially the same as the RFP Attachment 4, *Sample Agreement for Professional Services* (insurance provisions of the Agreement will be adjusted to fit the appropriate candidate – i.e. individual vs. organization). County obligations and payment shall commence only after the Agreement is signed by the Contractor and the County Purchasing Agent. Reporting Bi-weekly time logs are required using a specific form provided by the *Network*. Other reporting requirements will be determined by the *Network*.

F. Payment

All payments shall be made in accordance with the Agreement Payment Terms

(refer to RFP Attachment 4, *Sample Agreement for Services - Attachment B, Payment*).

G. Contractor Performance

The Contractor shall be responsible for the completion of all work set out in the Agreement. All work is subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Agreement.

H. Federal Funding.

This project is a federal funded project and must meet the provisions for contracts awarded with federal funds. These provisions include that all contracts, CONSULTANTS and sub-consultants must adhere to the provisions of the Copeland "Anti-kickback Act" and the Contract Work Hours and Safety Standards Act (CWHSSA). More information regarding these provisions can be found at the following web addresses: www.dol.gov/compliance/guide/cwhssa.htm and www.dol.gov/compliance/guide/kickback.htm. Additionally, further provisions must be adhered to as outlined in the Code for Federal Regulations (CFR) 44, Part 13, Sub C, Section 13.36 (i).

9. EVALUATION CRITERIA

Selection will be made by a County Evaluation Team. The Evaluation Team may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.

The contract(s), if awarded, will be awarded to the Peer Educators whose proposal packages are considered the best value to the County. Best value will be determined based on qualifications and experience, bilingual skills, responsiveness to supplemental questionnaire and professional references. The maximum points that shall be awarded for each of the categories are detailed below:

CATEGORY	MAXIMUM POINTS POSSIBLE
Completed Application Form	5%
Curriculum Vitae or résumé	20%
Bilingual Skills in Spanish or Hmong	40%
Supplemental Questionnaire	20%
Professional References	15%

10. PROTEST PROCEDURE

Protests or Appeals with respect to the solicitation or award of the Yuba County Health and Human Services Peer Educator will be required to follow current requirements of the Yuba County Purchasing and Contract Policy Manual. The Yuba County Purchasing Manual states:

9.0 PROTESTS AND APPEALS

Any actual or prospective bidder, offer or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within five (5) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

9.1 Response to Protests and Appeals

The Director of Administrative Services, or in his or her absence the Assistant Director of Administrative Services, shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

(a) State the reason for the action taken.

(b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after mailing of the decision by the Director of Administrative Services.

The Director of Administrative Services shall discuss with County Counsel all protests.

Doug McCoy, Director
Yuba County Administrative Services
915 8th Street, Suite 119
Marysville, California 95901

ATTACHMENT 1 - Application

<i>(County Use Only)</i>	
RFP Application #: _____	Date & Time received: _____ / _____

**Yuba County Health and Human Services
Peer Educator
Request for Proposal**

Application

Interested Party: _____ **Date:** _____

Mailing Address: _____

Contact Person: _____

Phone: _____ **E-Mail:** _____

Agency Official Authorized to Submit this Proposal: Non-profit agencies must submit a Board Resolution authorizing submission of this proposal with evidence of 501(c)(3) status, including EIN number as attachments. If the Resolution is not available, a letter stating the date it will be available must be attached.

Name and Title

Signature

ATTACHMENT 2 – Supplemental Questionnaire

COUNTY OF YUBA SUPPLEMENTAL QUESTIONNAIRE

PEER EDUCATOR

PROPOSAL SUBMISSION DEADLINE: February 15, 2012 at 5:00 p.m.

Print Name: _____

Date: _____

This supplemental questionnaire is an integral part of the selection process. Your answers to these questions will be thoroughly evaluated in order to determine the most suitably qualified applicants to continue in the selection process. It is important that responses be as detailed as possible. **FAILURE TO SUBMIT A COMPLETE SUPPLEMENTAL QUESTIONNAIRE WITH YOUR APPLICATION PACKAGE WILL ELIMINATE YOUR APPLICATION FROM BEING CONSIDERED FURTHER IN THE SELECTION PROCESS.**

Please type responses on a separate sheet of 8.5" x 11" paper, using 1" margins and 12 pt. font. Reference responses to the appropriate numbered questions and attach response to this coversheet. Please be as clear and concise as possible.

1. Why do you want to become involved in this program?
2. Please explain any background experience you have which would relate to the nutritional and physical activity education program (personal, organizational, employment, volunteer work, educational courses, etc.)
3. Do you have past experience as a peer educator? ☐ Yes ☐ No
If yes, please explain:
4. Have you been involved or participated in health outreach programs or groups? ☐ Yes ☐ No
If yes, please explain:
5. What qualities/skills would you bring to the team?
6. What skills would you like to develop as a member of the team?
7. This program requires an irregular work schedule. Some of the interventions, educational classes and outreach events may be offered in the evening or on weekends. How do you plan to manage this time into your current schedule? (For example, what work or extracurricular activities are you involved in, how many hours per week are you employed, are you currently enrolled in continuing education courses, etc.?)
8. With regard to question #7, do you anticipate any conflicts that will make this commitment difficult? ☐ Yes ☐ No
If yes, please explain:
9. Do you speak and/or write fluently in Spanish or Hmong?
10. Please add any additional information here concerning your talents, personality and capabilities that you believe would be beneficial to the program.

I attest that all the statements made in this supplemental questionnaire are true, complete, and correct to the best of my knowledge and are made in good faith. I understand that any misrepresentation and/or falsification of my answers may make me ineligible to continue in this recruitment. My signature authorizes the County of Yuba to make any appropriate investigations to verify information.

Signature: _____ Date: _____

ATTACHMENT 3 - Checklist

Proposal Submission Checklist

It is the responsibility of the applicant to review all documents for completeness and accuracy prior to submitting the proposal package to Yuba County Health & Human Services Department.

The following checklist is provided to assist you in preparing your proposal package for submission.

#	Attachment	Check if completed	
1	Application	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Application completely filled out? Signed and dated by applicant (or authorized representative of your organization)? If non-profit agency, Board Resolution authorizing submission of proposal with evidence of 501(c)(3) status, including EIN number attached?
2	CV or résumé	<input type="checkbox"/>	CV or résumé attached?
3	Bilingual Skills	<input type="checkbox"/>	Letter indicating your ability to translate and/or interpret nutritional and physical activity education into Spanish or Hmong.
4	Supplemental Questionnaire	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Name printed at top of page where indicated? All responses were as detailed and concise as possible? Signed and dated by applicant?
5	Diploma or GED	<input type="checkbox"/>	Copy of High School Diploma or GED attached?
6	References	<input type="checkbox"/>	List of three (3) professional and/or character references attached?
7	Insurance	<input type="checkbox"/>	Documentation or letter of assurance of ability to obtain required insurance attached?

ATTACHMENT 4 - Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Professional 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, on behalf of its Health and Human Services Department, hereinafter referred to as "COUNTY," and _____, hereinafter referred to as "CONTRACTOR."

The purpose of this Agreement is to provide services to the Yuba County Health and Human Services Department in implementing activities related to the Community Nutritional Local Health Department Expansion Project.

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: DATE (to be determined)

Termination Date: September 30, 2012

The term of this Agreement shall become effective on _____ date, and shall continue in force and effect for a period of # of 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 90 days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to

this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

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

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

COUNTY shall supply all materials required to provide nutritional and physical activity education and furnish such other facilities, equipment, and materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-4.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of the Yuba County Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. _____ is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment
Attachment C - Additional Provisions

Attachment D - General Provisions
Attachment E – Insurance Provisions
Attachment F – Confidentiality Provisions and Statements
Attachment G - Service and Fee Schedule
Attachment H – Invoice Format

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 20____.

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA

Chair, Board of Supervisors

Pursuant to Resolution of the
Board No. 2011-95

(Printed Name)
Peer Educator
Tax I.D. No. _____

INSURANCE PROVISIONS APPROVED

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

Angil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:

Suzanne Nobles, Director
Yuba County Health and
Human Services Department

ATTACHMENT A

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** Attend all required meetings, and classes of the SNAP-Ed Program.
- A.1.2** Receive training in nutritional and physical activity education including how to present nutritional education classes to CalFresh (California's federal Supplemental Nutrition Assistance Program (SNAP)) eligible clients in Yuba County.
- A.1.3** Organize all nutritional and physical activity education materials needed for community presentations, classes, and activities. Maintain all materials, equipment and supplies in good condition.
- A.1.4** Translate nutritional and physical activity education materials and/or lessons from English to Spanish or Hmong as needed.
- A.1.5** Conduct single and/or multiple-session nutritional and physical activity education classes to SNAP-Ed individuals.
- A.1.6** Conduct community outreach to recruit participants for nutritional and physical activity education classes.
- A.1.7** Maintain class participation cards.
- A.1.8** Contribute in establishing and developing the County Nutritional Action Plan.
- A.1.9** Communicate all needs, issues and concerns with Yuba County Project Coordinator.
- A.1.10** Work flexible schedule, including evenings and weekends as needed including events which may be held outdoors.
- A.1.11** Develop reports and complete appropriate written document for all activities conducted.

A.2. TIME SERVICES RENDERED.

Specific dates and times to be determined by the COUNTY and CONTRACTOR.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

COUNTY shall, supply all materials required to provide nutritional and physical activity education including all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

SAMPLE

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 MAXIMUM AMOUNT PAYABLE. COUNTY shall pay CONTRACTOR an amount not to exceed \$4,500.00 (Four Thousand Five Hundred Dollars) per the term of this Agreement in accordance with the rates specified in Attachment G, Service and Fee Schedule. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$4,500.00 (Four Thousand Five Hundred Dollars) per the term of this Agreement without a formal written amendment to this Agreement approved by the Yuba County Board of Supervisors.

B.2 FISCAL PROVISIONS.

B.2.1 CONTRACTOR shall submit a detailed invoice monthly for payment of services rendered no later than the tenth (10th) day of the month following the provision of services.

B.2.2 The detailed invoice submitted shall include the CONTRACTOR's name and address, the date(s) of service delivery and the number of hours delivered (see example in Attachment H).

B.3.3 Unless other arrangements are made with COUNTY, invoices shall be mailed to:

Yuba County Health and Human Services Department
Attention: Public Health Division
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA. 95901

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 FULL PAYMENT. CONTRACTOR agrees that payment for services rendered under this Agreement that is made in accordance to the rates specified in Attachment G, Services and Fee Schedule, represents payment in full for said services. CONTRACTOR shall not seek reimbursement from COUNTY for any services reimbursed in whole or in part by any other payor. CONTRACTOR shall submit no claim to demand or otherwise collect reimbursement from referred clients, or persons acting on behalf of referred clients served under this Agreement, for any services reimbursed in whole or in part under this Agreement, except to collect third party co-payment or share of cost.

B.6 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.

SAMPLE

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of COUNTY, be determined null, void, and unenforceable 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. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the state or federal legislatures or any statute enacted by the state or federal legislatures which may affect the provisions, terms, or funding of this Agreement in any manner.

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

C.3 CONFIDENTIALITY. CONTRACTOR shall protect from unauthorized disclosure the names and other identifying information concerning referred clients receiving services pursuant to this Agreement (except for statistical information) or from identifying any client. CONTRACTOR shall not use such information for any purpose other than for carrying out CONTRACTOR's obligations under this Agreement. CONTRACTOR shall promptly transmit to COUNTY all requests for disclosure of such information made by anyone other than the client. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than COUNTY. For purposes of this paragraph, identity shall include, but not be limited to: name, identifying numbers, or other identifier, such as finger or voice print, or photograph.

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 RECORD RETENTION. CONTRACTOR agrees to maintain and preserve accurate and complete records of the dates and types of services provided under this Agreement until three (3) years after termination of Agreement and/or final payment, whichever is later. CONTRACTOR shall permit the State, or any duly authorized representative, to have access to examine or audit any pertinent books, documents, papers and records related to this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until the completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

C.6 ACCESS. Authorized federal, state, and/or COUNTY representatives shall have the right to monitor, assess, and evaluate CONTRACTOR's performance pursuant to this Agreement. The monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of CONTRACTOR's premises, inspection of CONTRACTOR's products, inspection of service sites, inspection of food preparation sites when applicable, and interviews of CONTRACTOR's employees, and COUNTY referred clients receiving services. CONTRACTOR shall ensure that reasonable facilities and other assistance are available for the safety and convenience of federal, state, and county representatives in the performance of their duties. All inspections and evaluations shall be performed in a manner which does not disrupt or delay the CONTRACTOR's ongoing work.

C.7 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code §11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code §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.8 DRUG-FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code §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.9 ACCEPTANCE. All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use the facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

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 §107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

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

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

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

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

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

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

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical

or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code §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 §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 hereupon.

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":

Name
Address
City, State Zip

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 coverage form subject to COUNTY approval.

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

- | | | |
|---|---|--|
| 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): | \$1,000,000 | Per incidence and \$1,000,000 annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500). |

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

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

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insured 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 in excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days prior written notice has been provided to the COUNTY.

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

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

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

E.4. Verification of Coverage. CONTRACTOR shall furnish the COUNTY with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the COUNTY or on other than the COUNTY's forms, provided those endorsements or policies conform to the

requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

E.6 Sub-contractors. CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

SAMPLE

ATTACHMENT F

CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1. INTRODUCTION.

For the purposes of carrying out a contract for nutritional intervention and education services entered into between the COUNTY OF YUBA (hereinafter "COUNTY") and _____ (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 public health and/or 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 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)

(Print Name and Title)

ATTACHMENT G

SERVICE AND FEE SCHEDULE

<u>SERVICE</u>	<u>FEE</u>
<ul style="list-style-type: none">Conduct nutritional and physical activity education classes, recruiting participants through community outreach, translation of materials, attend trainings and meetings, implementing nutritional interventions, preparing reports,	\$25.00 per hour (not to exceed 180 hours during term of agreement)

ATTACHMENT H

INVOICE FORMAT

Contractor's Name and Address		Contact Name and Phone Number		
Interested Party Address City, State Zip		Interested Party Phone: FAX: E-mail:		
Program		Period of Service/Invoice Number		
SNAP-Ed Peer Educator				
Date	Service	Rate/HR	# of Hrs of Service	Amount
				\$
				\$
				\$
				\$
				\$
				GRAND TOTAL \$

Certification:

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

Authorized Signer	Date
Mail original and back-up documentation to:	
Yuba County Health and Human Services Department	
Attention: Administration/Finance	
P.O. Box 2320	
Marysville, CA 95901	

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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



022-12

**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: January 17, 2012

SUBJECT: Requests for Authorization to Solicit Proposals for a Registered Dietician for Nutritional Education Services for Yuba County's Supplemental Nutrition Assistance Program Education (SNAP-Ed)

RECOMMENDATION: Board of Supervisors approval authorizing the Health and Human Services Department (HHSD) to solicit proposals for a Registered Dietician for nutritional education services through grant funding provided by California Department of Public Health (CDPH) and California Department of Social Services (CDSS) for the SNAP-Ed program is recommended.

BACKGROUND: The Health and Human Services Department has been selected by the CDPH, in conjunction with 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, increase fruit and vegetable consumption and increasing physical activity.

DISCUSSION: The Board of Supervisors approved the submission of a SNAP-Ed grant application to the State of California on November 1, 2011. Based upon the grant application submitted by Health and Human Services to the State of California and the subsequent grant award in the amount of \$300,000 an RFP is required to meet the grant and county guidelines.

The Health and CalWORKs divisions of HHSD has each contributed \$39,000 or a total of \$78,000 of their grant award to contract with a registered dietitian to provide nutritional consulting services for the new Community Nutrition Program for the period of November 1, 2011 through September 30, 2012. Applicants determined to be the most responsive to the requirements of the RFP will be invited to participate in the interview process. Final selection will be made by the County Evaluation Team.

COMMITTEE: The Health and Human Services Committee recommended approval on January 10, 2012.

FISCAL IMPACT: The maximum amount of the RFP for a Registered Dietician is \$78,000. The cost is funded through a grant provided by CDPH and CDSS for the SNAP-Ed program. There is no County Match requirement.

**COUNTY OF YUBA
HEALTH AND HUMAN SERVICES DEPARTMENT
REQUEST FOR PROPOSAL**

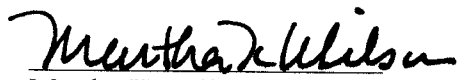
***Registered Dietitian
For Nutritional Education Services***




PROPOSAL CLOSING DATE:

***February 15, 2012
at 5:00pm***

RISK MANAGEMENT


Martha K. Wilson,
Risk Manager

COUNTY COUNSEL


Angil P. Morris-Jones,
County Counsel

Opens: January 18, 2012
Proposals Due: February 15, 2012

CONTENTS	
SECTION	
1	INTRODUCTION
2	RFP SCHEDULE OF EVENTS
3	PROPOSAL REQUIREMENTS
4	GENERAL REQUIREMENTS
5	APPLICANT'S CONFERENCE
6	PROPOSAL EVALUATION & CONTRACT AWARD
7	PROTEST PROCEDURE
RFP ATTACHMENTS:	
1	<i>APPLICATION</i>
2	<i>SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES</i>

1. INTRODUCTION

The County of Yuba, through the Health and Human Services Department (HHSD), is inviting individuals and businesses (Public, Private and Non-Profit) to provide nutritional consulting services by a California Registered Dietitian.

The California Department of Public Health has designated a portion of its *Network for a Healthy California (Network)* funds for the Community Nutrition Local Health Department Expansion Project. As fiscal and administrative agent for these funds, HHSD is using a portion of these funds, up to \$78,000, to provide nutritional consulting services for the new Community Nutrition Program. The funded period will be from **November 1, 2011** (or whenever the contract is signed, whichever is later) through **September 30, 2012**.

1.1 SCOPE OF SERVICES

HHSD is seeking a Registered Dietitian to provide consultation to the Project Coordinator and Peer Educators as they carry out nutritional education activities in the community and to assist in the development of a County Nutrition Action Plan for the new HHSD Community Nutrition Program. The Registered Dietitian will also perform related administrative and programmatic oversight duties as assigned, including

- 1.1.1 Community-based nutritional education, nutritional analysis, menu modification, dietary analysis, counseling and education.
- 1.1.2 Preparing and modifying materials used for nutritional education.
- 1.1.3 Submitting a written report at least once during the term of the agreement or as required in regards to services provided.
- 1.1.4 Assisting in the development of a County Collaborative to develop a County Nutritional Action Plan.
- 1.1.5 Providing consultation to and/or training of Nutrition Educators who will in turn provide nutritional education to CalFresh (California's federal Supplemental Nutrition Assistance Program (SNAP)) eligible clients in Yuba County.
- 1.1.6 Meeting and consulting with HHSD Staff, Community Members, County Nutrition Action Plan (C-NAP) Group and the State as needed.
- 1.1.7 Recommending for purchase or acquisition nutritional education materials for client or staff education.
- 1.1.8 Performing related administrative and programmatic oversight duties for the Community Nutrition Program as assigned.

- 1.1.9 Developing reports, drafting or revising policies and procedures, and completing appropriate written documentation for all activities conducted.

1.2 RFP COMMUNICATIONS

- 1.2.1 Interested Parties must direct all communications including questions regarding this RFP, to the following RFP Coordinator, who is the County's only official point of contact for this RFP.

Marge Troester, Supervising Public Health Nurse
5730 Packard Avenue, Suite 100
Marysville, CA 95901
mtroester@co.yuba.ca.us

- 1.2.2 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than January 24, 2012. The Written Comments Deadline is detailed in the RFP Section 2, Schedule of Events.

- 1.2.3 The County reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The County's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

- 1.2.4 Only the County's official, written responses and communications shall be considered binding with regard to this RFP.

- 1.2.5 The County reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).
<http://www.co.yuba.ca>

1.3 PROPOSAL DEADLINE

Proposals must be submitted no later than February 15, 2012 by 5:00 p.m. The Proposal Deadline time and date are detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted and an Applicant's failure to submit a proposal by the deadline shall cause the proposal to be disqualified.

2. RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the County's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 5:00 p.m., Pacific Standard Time.

RFP SCHEDULE OF EVENTS		
NOTICE: The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The County will communicate any adjustment to the Schedule of Events to the applicants from whom the County has received a proposal.		
Note: <u>ALL</u> dates are County Business Days.		
EVENT	TIME	DATE
1. County Releases/Posts RFP		Jan. 18, 2012
2. Applicant's Conference		Jan. 25, 2012
3. Written Comments Deadline		Feb. 1, 2012
4. County Responds to Written Comments		Feb. 8, 2012
5. Proposal Deadline	5:00 p.m.	Feb. 15, 2012
6. County Completes Proposal Evaluations		Feb. 22, 2012
7. County recommends award to successful Applicant.		Feb. 24, 2012
8. Protest Period Begins		Feb. 24, 2012
9. Protest Period Ends		March 2, 2012
10. Contract Signing		March 5, 2012

3. PROPOSAL REQUIREMENTS

Each Applicant must submit a proposal in response to this RFP with the most favorable terms that the Applicant can offer.

3.1 PROPOSAL FORM AND DELIVERY

3.1.1 Each response to this RFP must consist of an Application, Narrative and Cost Proposal (as described below).

3.1.2 Each Applicant must submit one (1) original and four (4) copies of the Proposal to the County in a sealed package that is clearly marked:

“Registered Dietitian Proposal in Response to RFP - Do Not Open”

3.1.3 If an Applicant encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

“Contains Separately Sealed Registered Dietitian Proposal in Response to RFP - Do Not Open”

3.1.4 The County must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Yuba County Health and Human Services
Attn: Marge Troester, Supervising Public Health Nurse
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

3.1.5 An Applicant may not deliver a proposal orally or by any means of electronic transmission.

3.2 APPLICATION

Using the form titled "**APPLICATION**" (*Attachment 1*) provide all information including company or individual name, address, contact person, telephone, e-mail, original signature of authorized signer to submit the Narrative and Cost Proposal.

3.3 NARRATIVE PROPOSAL REQUIREMENTS

- 3.3.1 Each Narrative Proposal should be economically prepared, with emphasis on completeness and clarity of content. The Narrative Proposal, as well as any reference material presented, must be written on standard 8 1/2" x 11" paper, 1" margins, 12 point font, and double spaced (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). The maximum page length is eight (8) pages. All Narrative Proposal pages must be numbered.
- 3.3.2 All information included in the Narrative Proposal should be relevant to a specific requirement detailed in Sections 3.4, 3.5, and 3.6. All information must be incorporated into a response to a specific requirement and clearly referenced. The Applicant must address, in sequence, all the requirements and provide the information and documentation as required. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

3.4 QUALIFICATIONS AND EXPERIENCE SECTION

The Applicant must address all Qualifications and Experience section items and provide, in sequence, the information, and documentation as required.

- 3.4.1 Describe the Applicant's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, Limited Liability Company).
- 3.4.2 Provide a brief, descriptive statement indicating the Applicant's credentials to deliver the services sought under this RFP.
- 3.4.3 Describe how long the Applicant has been performing the services required by this RFP and include the number of years in business.
- 3.4.4 Provide a narrative description of the proposed individual or project team, the members and organizational structure.
- 3.4.5 Provide as documentation a Registered Dietitian license issued by the American Dietetic Association.
- 3.4.6 Provide documentation or a letter of assurance of the ability to obtain the following insurance requirements (this requirement does not count as part of the eight (8) page maximum):
- General Liability Insurance (Including operations, products and completed operations) with a limit not less than \$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.

- Automobile Liability Insurance with a limit not less than \$1,000,000 per accident for bodily injury and property damage.
- Workers' Compensation Insurance as required by the State of California.
- Employer's Liability Insurance with a limit not less than \$1,000,000 each accident, with a \$1,000,000 policy limit for bodily injury by disease.
- Professional Errors and Omissions Liability with a limit not less than \$1,000,000 per incidence and \$1,000,000 annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

3.5 TECHNICAL APPROACH SECTION

The Applicant must address all Technical Approach section items and provide, in sequence, the information, and documentation as required.

3.5.1 Describe your experience in community based nutritional education, nutritional analysis, dietary analysis, counseling and education.

3.5.2 Describe your experience in a health sciences setting and your familiarity with the mission and services provided by local public health agencies.

3.5.3 Submit the names, titles and contact information of three (3) professional references. These references shall be substantially involved in nutritional education and familiar with the Registered Dietitian's work.

3.6 COST PROPOSAL SECTION

3.6.1 Develop and submit a cost proposal with an hourly fee.

3.6.2 The proposed cost shall incorporate all costs for services under the Agreement for the total contract period (i.e. insurance costs stated in the Agreement for Professional Services)

4. GENERAL REQUIREMENTS

This solicitation does not constitute a contract, offer of employment or offer of purchase. The County makes no representation that any contract will be awarded to any respondent to this solicitation.

4.1 APPLICANT REQUIRED REVIEW

Each Applicant must carefully review the RFP and all attachments, for comments, questions, defects, objections or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning this RFP must be made in writing and received by the County no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

4.2 RFP CANCELLATION

The County reserves the right to withdraw or cancel the solicitation at any time without prior notice.

4.3 RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals.

4.4 PROPOSAL PREPARATION COSTS

The cost of preparation of a proposal is the obligation of the interested party. Yuba County will not be liable for any costs incurred by the interested party in preparing or submitting a proposal.

4.5 AGREEMENT APPROVAL

County obligations and payment shall commence only after the Agreement is signed by the Contractor and the County Purchasing Agent.

4.6 REPORTING

Bi-weekly time logs are required using a specific form provided by the *Network*. Other reporting requirements will be determined by the *Network*.

4.7 PAYMENT

All payments shall be made in accordance with the Agreement Payment Terms (refer to RFP *Attachment 2, Sample Agreement for Services Attachment B, Payment*).

4.8 CONTRACTOR PERFORMANCE

The Contractor shall be responsible for the completion of all work set out in the Agreement. All work is subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Agreement.

4.9 FEDERAL FUNDING

This project is a federal funded project and must meet the provisions for contracts awarded with federal funds. These provisions include that all contracts, CONTRACTORS and subcontractors must adhere to the provisions of the Copeland "Anti-kickback Act" and the Contract Work Hours and Safety Standards Act (CWHSSA). More information regarding these provisions can be found at the following web addresses: www.dol.gov/compliance/guide/cwhssa.htm and www.dol.gov/compliance/guide/kickback.htm. Additionally, further provisions must be adhered to as outlined in the Code for Federal Regulations (CFR) 44, Part 13, Sub C, Section 13.36 (i).

5. APPLICANT'S CONFERENCE

An Applicant's Conference will be held at the County of Yuba, Health and Human Services Department in the Yuba River Conference Room located at 5730 Packard Ave, Suite 100, Marysville, California, on **January 25, 2012** from 1:00-3:00 p.m.

The County requests that potential applicants register for these conferences by sending an e-mail to: lolsen@co.yuba.ca.us to ensure that adequate accommodations are made for the number of prospective attendees. Please provide a list of the names of the individuals expected to attend. Failure to attend the conference will not preclude the submission of an Application.

All comments and questions and corresponding county responses will be compiled into an addenda and posted online at <http://www.co.yuba.ca.us>.

6. PROPOSAL EVALUATION

6.1 Evaluation Categories & Maximum Points

The County will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	40
Technical Approach	30
Cost Proposal	30

6.2 CONTRACT AWARD PROCESS

The interested party selected shall agree to and sign an Agreement with the County; final terms of the Agreement will be negotiated with the selected applicant, but shall be substantially the same as the RFP Attachment 2, Sample Agreement for Professional Services.

7. PROTEST PROCEDURE

Protests or Appeals with respect to the solicitation or award of the Yuba County Health and Human Services Dietitian Services will be required to follow current requirements of the Yuba County Purchasing and Contract Policy Manual. The Yuba County Purchasing and Contract Manual, Section 9. Protests and Appeals states:

9.0 PROTESTS AND APPEALS

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within five (5) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

9.1 Response to Protests and Appeals

The Director of Administrative Services, or in his or her absence the Assistant Director of Administrative Services, shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

(a) State the reason for the action taken.

(b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after mailing of the decision by the Director of Administrative Services.

The Director of Administrative Services shall discuss with County Counsel all protests.

Doug McCoy, Director
Yuba County Administrative Services
915 8th Street, Suite 119
Marysville, California 95901

(County Use Only)

RFP Application #: _____ Date & Time received: _____ / _____

**Yuba County Health and Human Services
Registered Dietitian
Request for Proposal**

Application

Interested Party: _____ Date: _____

Mailing Address: _____

Contact Person: _____

Phone: _____ E-Mail: _____

Agency Official Authorized to Submit this Proposal: Non-profit agencies must submit a Board Resolution authorizing submission of this proposal with evidence of 501(c)(3) status, including EIN number as attachments. If the Resolution is not available, a letter stating the date it will be available must be attached.

Name and Title

Signature

**SAMPLE
AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT for Professional 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 _____ ("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 to follows:

The purpose of this Agreement is to provide services to the Yuba County Health and Human Services Department in implementing activities related to the Community Nutrition Local Health Department Expansion Project.

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:

Termination Date: September 30, 2012

The term of this Agreement shall become effective on _____, and shall continue in force and effect for a period of _____ () 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 90 days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to

this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Director of the Yuba County Health and Human Services Department is the representative of the COUNTY and will administer this Agreement for the COUNTY. _____ is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services

Attachment B - Payment
Attachment C - Additional Provisions
Attachment D - General Provisions
Attachment E – Insurance Provisions
Attachment F – Confidentiality Provisions and Statements
Attachment G - Service and Fee Schedule
Attachment H – Invoice Format

9. TERMINATION.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2012.

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA

Chair, Board of Supervisors

NAME

TITLE

Pursuant to Resolution of the
Board No. _____

Tax I.D. No. _____

INSURANCE PROVISIONS APPROVED

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

Angil P. Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:

Suzanne Nobles, Director
Yuba County Health and
Human Services Department

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

- Community-based nutritional education, nutritional analysis, menu modification, dietary analysis, counseling and education.
- Preparing and modifying materials used for nutritional education.
- Submitting a written report at least once during the term of the agreement or as required in regards to services provided.
- Assisting in the development of a County Collaborative to develop a County Nutritional Action Plan.
- Providing consultation to and/or training of Peer Educators who will in turn provide nutrition education to CalFresh (California's federal Supplemental Nutrition Assistance Program (SNAP)) eligible clients in Yuba County.
- Meeting and consulting with HHSD Staff, Community Members, County Nutrition Action Plan (C-NAP) Group and the State as needed.
- Recommending for purchase or acquisition nutrition education materials for client or staff education.
- Performing related administrative and programmatic oversight duties for the Community Nutrition Program as assigned.
- Developing reports, drafting or revising policies and procedures, and completing appropriate written documentation for all activities conducted.

A.2. TIME SERVICES RENDERED.

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

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

CONTRACTOR shall, at his/her sole cost and expense, furnish all 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 MAXIMUM AMOUNT PAYABLE.

COUNTY shall pay CONTRACTOR an amount not to exceed \$ _____ (Written amount Dollars) per the term of this Agreement in accordance with the rates specified in Attachment G, Service and Fee Schedule. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$ _____ (Written amount Dollars) per the term of this Agreement without a formal written amendment to this Agreement approved by the Yuba County Board of Supervisors.

B.2 FISCAL PROVISIONS.

B.2.1 CONTRACTOR shall submit a detailed invoice monthly for payment of services rendered no later than the tenth (10th) day of the month following the provision of services.

B.2.2 The detailed invoice submitted shall include the CONTRACTOR's name and address, the date(s) of service delivery and the number of hours delivered.

B.3.3 Unless other arrangements are made with COUNTY, invoices shall be mailed to:

Yuba County Health and Human Services Department
Attention: Public Health Division
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA. 95901

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 FULL PAYMENT. CONTRACTOR agrees that payment for services rendered under this Agreement that is made in accordance to the rates specified in Attachment F, Services and Fee Schedule, represents payment in full for said services. CONTRACTOR shall not seek reimbursement from COUNTY for any services reimbursed in whole or in part by any other payor. CONTRACTOR shall submit no claim to demand or otherwise collect reimbursement from referred clients, or persons acting on behalf of referred clients served under this Agreement, for any services reimbursed

in whole or in part under this Agreement, except to collect third party co-payment or share of cost.

B.6 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of COUNTY, be determined null, void, and unenforceable 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. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the state or federal legislatures or any statute enacted by the state or federal legislatures which may affect the provisions, terms, or funding of this Agreement in any manner.

C.2 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.

C.2.1 CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.2.2 Licenses, permits, notices, and certificates which CONTRACTOR must maintain for the purpose of and during the term of this Agreement are as follows:

- Registered Dietitian # _____

C.3 HIPAA. The parties agree that the CONTRACTOR is not a "business associate" of County under HIPAA. CONTRACTOR will not be performing or assisting in the performance of covered HIPAA functions on behalf of County. There will be no exchange of individually identifiable health information between County and CONTRACTOR. The parties agree that they shall comply with all HIPAA privacy regulations to the extent they apply at all, including, but not limited to, those set forth in 45 C.F.R. Parts 160 and 164, and also with privacy applications arising under the State of California.

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

C.5 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.6 ACCEPTANCE. All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use the facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C.7 SECURITY CLEARANCE AND BACKGROUND CHECK. CONTRACTOR shall comply with all COUNTY facility security requirements in effect during the contract period and any extension. CONTRACTOR personnel assigned to perform services pursuant to this agreement, are required to pass a background check and security clearance. Such background and security check shall be conducted at the CONTRACTOR's expense and shall be coordinated by the CONTRACTOR with the Yuba COUNTY Probation Department, 215 5th St. Marysville, CA 95901. CONTRACTOR personnel shall provide the following information to the COUNTY Probation Department for security and background check: date of birth, Social Security number, driver's license number, and current address. This requirement shall apply to any new personnel due to employee turnover.

CONTRACTOR will provide names of all persons who are scheduled to perform services pursuant to this agreement, to the COUNTY's authorized representative named in this Agreement along with results of background and security check prior to start of work. The COUNTY reserves the right to review the personal background information and to conduct further security clearances on the CONTRACTOR's assigned personnel. CONTRACTOR personnel must be cleared by the COUNTY prior to start of work. Any person or persons not acceptable to the COUNTY shall be prohibited from working on COUNTY facilities. Infractions in the background investigation may be grounds for disqualification. It will be the responsibility of the CONTRACTOR to meet with the COUNTY's authorized representative to discuss these matters. The Agreement may be terminated if the CONTRACTOR is unable to perform the work with persons acceptable to the COUNTY.

C.8 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.9 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates,

materials, data, computer programs or software and source code, and documents developed or modified under this Agreement.

C.10 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code §11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code §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.11 DRUG-FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code §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.12 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 §107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

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

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

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

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

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

cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code §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 §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 hereupon.

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":

Name
Address
City, State Zip

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 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):	\$1,000,000	Per incidence and \$1,000,000 annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).
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E.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insured 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 in excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days prior written notice has been provided to the COUNTY.

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

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

agents and subcontractors.

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

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

E.6 Sub-contractors. CONTRACTOR shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

ATTACHMENT F

CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1. INTRODUCTION.

For the purposes of carrying out a contract for registered dietitian services entered into between the COUNTY OF YUBA (hereinafter "COUNTY") and _____ (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

Name, Title

ATTACHMENT G
SERVICE AND FEE SCHEDULE

<u>SERVICE</u>	<u>FEE</u>
•	\$

ATTACHMENT H

INVOICE FORMAT

Contractor's Name and Address		Contact Name and Phone Number		
Contractor Address City, State Zip		Contractor Phone: FAX: E-mail:		
Program		Period of Service/Invoice Number		
Registered Dietitian				
Service	Rate/HR	# of Hrs of Service	Amount	
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
GRAND TOTAL \$ -				

Certification:

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

Authorized Signer

Date

Mail original and back-up documentation to:
Yuba County Health and Human Services Department
Attention: Administration/Finance
P.O. Box 2320
Marysville, CA 95901

Yuba County Sheriff's Department


Steven L. Durfor, Sheriff - Coroner

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

Ph: 530-749-7777 • Fax: 530-741-6445

JANUARY 17, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER 

RE: AGREEMENT FOR UTILITY SHARING WITH DEPARTMENT OF CALIFORNIA
HIGHWAY PATROL

RECOMMENDATION:

Authorize Sheriff Steven L. Durfor to execute on behalf of the County of Yuba, the agreement with the Department of California Highway Patrol (CHP) for the purpose of allowing CHP to reimburse the Yuba County Sheriff's Department for CHP's proportionate use of utilities at the Brownsville Substation.

BACKGROUND:

For many years, the Foothill Fire Protection District has agreed to allow use to the Yuba County Sheriff's Department, per agreement, office space at 16796 Willow Glen Road, Brownsville. The premises are used as a substation for the Sheriff's Department, along with the California Highway Patrol. Although no rent is charged, the Sheriff's Department is responsible for payment of the utility bills.

DISCUSSION:

The CHP has agreed to contribute one-half of the costs of utilities paid by the Sheriff's Department for the use of the Brownsville Substation. The annual total for usage shall not exceed \$4,000. The term of this agreement is January 1, 2012 through December 31, 2013. The CHP agrees to pay the Sheriff's Department on a quarterly basis, for one-half of the utility costs, including water, electricity, and natural gas.

FISCAL IMPACT:

None. This agreement provides reimbursement from the Department of California Highway Patrol for utility bills, creating additional revenue for the Sheriff's Department.

COMMITTEE ACTION:

Due to the routine nature of this request, the item was placed directly on the Board of Supervisor's agenda.

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION AUTHORIZING THE SHERIFF	}	
TO EXECUTE THE AGREEMENT WITH THE	}	RESOLUTION NO. _____
DEPARTMENT OF CALIFORNIA HIGHWAY	}	
PATROL FOR UTILITY SHARING AT THE	}	
BROWNSVILLE SUBSTATION	}	

WHEREAS, the California Highway Patrol utilizes space and utilities at the
Brownsville Substation, and the California Highway Patrol has agreed to reimburse the
County of Yuba for its proportionate share of the utilities.

RESOLVED, that Sheriff, Steven L. Durfor, be and hereby is authorized to
execute on behalf of the County of Yuba that certain Agreement with the Department of
California Highway Patrol for sharing the expense of utilities at the Brownsville Substation.

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

AYES:

NOES:

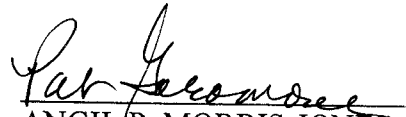
ABSENT:

CHAIRMAN

ATTEST: DONNA STOTTLEMEYER

Clerk of the Board of Supervisors
BY:

APPROVED AS TO FORM:



ANGIL P. MORRIS-JONES,
County Counsel

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

11C285003

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of California Highway Patrol

CONTRACTOR'S NAME

County of Yuba, Sheriff's Department

2. The term of this Agreement is: 01/01/2012 through 12/31/2013

3. The maximum amount of this Agreement is: \$ 8,000.00
 Eight Thousand Dollars and No Cents

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

Exhibit A – Scope of Work 1 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Provision 1 page(s)

Exhibit E – General Contract Provisions 5 page(s)

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

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

CONTRACTOR

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

County of Yuba, Sheriff's Department

BY (Authorized Signature)



DATE SIGNED (Do not type)

01/04/12

PRINTED NAME AND TITLE OF PERSON SIGNING

Steven L. Durfor, Sheriff-Coroner

ADDRESS

215 5th Street, Suite 150, Marysville, CA 95901**STATE OF CALIFORNIA**

AGENCY NAME

Department of California Highway Patrol

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

K. V. Smith, Commander, Business Services Section

ADDRESS

P.O. Box 942898, Sacramento, CA 94298-0001

California Department of General
 Services Use Only

EXEMPT FROM
 DEPARTMENT OF GENERAL SERVICES
 APPROVAL IN ACCORDANCE
 WITH THE STATE
 ADMINISTRATIVE MANUAL

☒ Exempt per:
 SCM, Vol. I, § 4.04


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

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. The Department of California Highway Patrol (CHP) agrees to reimburse the Yuba County, Sheriff's Department for no more than fifty percent (50%) of the utilities, not to exceed Four Thousand Dollars and No Cents (\$4,000.00) per year for the CHP Challenge Resident Post, located at 16796 Willow Glen Road, Brownsville, California. The utilities shall include water, electricity, and natural gas.

2. The services shall be performed at: ☐ If checked see attached for additional service locations

Department of California Highway Patrol
Challenge Resident Post
16796 Willow Glen Road
Brownsville, CA 95919

3. The services shall be provided:
Twenty-Four (24) Hours, Seven (7) days a week.

4. The Project Representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		County of Yuba, Sheriff's Department	
NAME		NAME	
Jeanne Sacco		Becky Howard	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3820	(916) 843-3831	(530) 749-7731	(530) 749-7352

Direct all inquiries to :

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		County of Yuba, Sheriff's Department	
SECTION/UNIT		SECTION/UNIT	
Facilities Section			
ATTENTION		ATTENTION	
Jeanne Sacco		Becky Howard	
ADDRESS		ADDRESS	
P.O. Box 942898, Sacramento, CA 94298-0001		215 5 th Street, Suite 150, Marysville, CA 95901	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3820	(916) 843-3831	(530) 749-7731	(530) 749-7352

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Contractor agrees to submit one (1) original and one (1) copy of all invoices, clearly indicating the Agreement number, once a month to:

Name: Jeanne Sacco
Office: Facilities Section
Address: 601 North 7th St
Sacramento, CA 95811

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.

4. Rate Schedule

CHP agrees to pay Contractor monthly, in arrears and upon receipt of an itemized invoice clearly indicating the CHP's usage of utilities (water, electricity, and natural gas), including all applicable taxes and expenses. This Agreement shall not be billed for telephone services. The annual total for usage shall not exceed Four Thousand Dollars and No Cents (\$4,000.00).

EXHIBIT D
(Standard Agreement)


SPECIAL TERMS AND CONDITIONS

1. The CHP reserves the right to cancel this Agreement with thirty (30) days advance written notice to Contractor.
2. This Agreement may be amended in writing with mutual consent of the parties hereto.
3. Any dispute of fact arising under the terms of this Agreement which is not resolved within a reasonable period of time as defined by CHP Project Representative or Contractor, shall be brought by either party to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. If an agreement cannot be reached through the application of high-level management attention, either party may assert its rights and remedies under this Agreement.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Yuba (Sheriff's Department)		<i>Federal ID Number</i> 94-6000549
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Steven L. Durfor, Sheriff-Coroner		
<i>Date Executed</i> 01/04/12	<i>Executed in the County of</i> County of Yuba	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



*SPECIAL
PRESENTATIONS*

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The County of Yuba

Fish and Game Commission

TO: Board of Supervisors

FROM: Deborah Byrne, Chair

SUBJECT: Fish & Game Advisory Commission--Annual Activities Update

DATE: January 17, 2012

Recommendation

Accept special presentation regarding Fish & Game Advisory Commissions (F&GAC) annual activities update.

Background

Annual update.

Discussion

The F&GAC Chair would like to present an annual activities update to the Board of Supervisors.

Committee Action

None

Fiscal Impact

None

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

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COUNTY
DEPARTMENTS

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

915 8th Street, Suite 123
Marysville, California 95901

www.co.yuba.ca.us



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: BOARD OF SUPERVISORS

FROM: Wendy W. Hartman, Planning Director *WH*

DATE: January 17, 2012

SUBJECT: Revised Planning Agreement for the Yuba-Sutter Natural Communities Conservation Plan/Habitat Conservation Plan (NCCP/HCP)

RECOMMENDATION

Staff recommends that the Board of Supervisors enter into the Planning Agreement prepared for the Yuba-Sutter NCCP/HCP and authorize the Chairman of the Board to sign the Planning Agreement.

BACKGROUND

The Planning Agreement is a mandatory requirement of the Natural Community Conservation Planning Act (NCCP Act) and details the history, planning, and preparation of the Yuba-Sutter NCCP/HCP. In particular, the purposes of NCCP Planning Agreements are to:

- Define the Parties' goals and commitments with regard to development of a Plan;
- Define the geographic scope of the conservation Planning Area;
- Identify a preliminary list of natural communities and species known or reasonably expected to be found in those communities, that are intended to be the initial focus of the Plan;
- Identify preliminary conservation objectives for the Planning Area;
- Establish a process for the inclusion of independent scientific input into the planning process;
- Ensure coordination among the Wildlife Agencies, particularly with respect to Federal Endangered Species Act (FESA), 16 U.S.C. section 1531 et seq.;
- Establish a process to review interim development within the Planning Area that will help achieve the preliminary conservation objectives and preserve options for establishing a viable reserve system or equivalent long-term conservation measures; and,
- Ensure public participation and outreach throughout the planning process.

The participants which will enter into the Planning Agreement are the counties of Yuba and Sutter, the cities of Yuba City, Live Oak and Wheatland, the California Department of Fish and Game ("DFG"), and the United States Fish and Wildlife Service ("USFWS").

Abbreviated Yuba–Sutter NCCP/HCP History

Early in 2001, Caltrans was pursuing improvements to State Highways 99 and 70 in Sutter and Yuba counties. The proposed improvements entailed potential impacts to federally listed species and consultation with USFWS as required by FESA section 7 was initiated. USFWS found the project would produce indirect impacts by opening the way for additional development adjacent to the highways. USFWS also indicated the proper mitigation for those effects would be the creation of a habitat conservation plan (HCP) for the affected area and species. The affected area was delineated by Caltrans, the two counties, and wildlife agencies in 2001 and is cited in various documents as the “cumulative effects area.” The counties committed to participation in the development of the HCP in conjunction with Caltrans.

A Working Group was formed with representatives from both counties, USFWS, DFG, and Caltrans. The Working Group met to discuss approaches to conservation planning and to identify funding for the planning process. As part of that effort, DFG suggested the counties address the California Endangered Species Act (CESA) as well as FESA issues by preparing a combined NCCP/HCP. The Counties agreed to this approach. The Working Group also understood that as the processing of the plan went forward, the proposed boundaries may need to be expanded based on information (i.e. biological, economic, etc.) derived as part of the planning process.

During 2006, the counties received guidance from a Citizen’s Advisory Group, a Science Advisory Group, and agency experts to re-evaluate the Plan Area boundary. It was determined that efficient and cost-effective species conservation requires a broader habitat level perspective across large landscapes, necessitating a much larger plan area. In December 2006, the counties adopted a new Plan Area boundary that more than doubled the initial plan area and is approximately 450,000 acres encompassing the valley floor for both counties excluding cities and their spheres of influences.

In 2008, the cities of Yuba City, Live Oak and Wheatland joined the planning effort. In 2010, the cities formalized their participation in the planning effort with an agreement, and the Plan Area boundary was again expanded to include the spheres of influence and city limits of these urban areas.

Planning Agreement History

A draft Planning Agreement was prepared in 2005 and anticipated to be entered into by the counties, DFG, USFWS, and Caltrans in 2006; however, as detailed above, the Plan Area Boundary and participants were modified before this occurred, making the previous draft obsolete. In 2010, the current Plan Area boundaries were adopted and participants were formalized. The Planning Agreement was then reviewed and updated by the Working Group to reflect the latest information. The Planning Agreement has been reviewed multiple times by the participants’ legal counsels and finalized in October 2011.

COMMITTEE ACTION

Throughout the NCCP/HCP process various amendments and updates have been brought directly to the full Board for action.

Other Department and/or Agency Involvement

The NCCP/HCP Working Group, comprised of staff from Sutter and Yuba Counties, the cities of Yuba City, Live Oak, and Wheatland, DFG, USFWS, and Caltrans, has reviewed and updated the Planning Agreement and recommends the Sutter County Board of Supervisors, Yuba County Board of Supervisors, Yuba City Council, Live Oak City Council, and Wheatland City Council enter into the Planning Agreement.

FISCAL IMPACT

This project is primarily funded by a grant from the DFG, currently there is no direct cost to the General Fund. Matching fund requirements have been included in the CDSA Planning & Public Works budgets.

ATTACHMENTS

- A. Planning Agreement

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Planning Agreement

by and among

**The County of Yuba, the County of Sutter, the City of
Yuba City, the City of Live Oak, the City of Wheatland,
the California Department of Fish and Game, and
the United States Fish and Wildlife Service**

regarding the

**Yuba-Sutter
Natural Community Conservation Plan and
Habitat Conservation Plan**

November 2011

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Yuba-Sutter NCCP/HCP Planning Agreement

This agreement regarding the planning and preparation of the Yuba-Sutter Natural Community Conservation Plan and Habitat Conservation Plan ("Yuba-Sutter NCCP/HCP", "Planning Agreement") is entered into as of the Effective Date by and among the County of Yuba, County of Sutter, Yuba City, the City of Live Oak, the City of Wheatland, the California Department of Fish and Game ("DFG") and the United States Fish and Wildlife Service ("USFWS"). These entities are referred to collectively as "Parties." The County of Yuba, County of Sutter, the City of Yuba City, the City of Live Oak, and the City of Wheatland are referred to collectively as "Local Agencies" and each individually as "Local Agency." The DFG and the USFWS are referred to collectively as "Wildlife Agencies."

1. Definitions

Terms used in this Planning Agreement that are defined in the Natural Community Conservation Planning Act have the meanings set forth in Fish and Game Code section 2805. The following terms as used in this Planning Agreement will have the meanings set forth below:

- 1.1.** "CEQA" means the California Environmental Quality Act, Public Resources Code, section 21000 et seq.
- 1.2.** "CESA" means the California Endangered Species Act, California Fish and Game Code, section 2050 et seq.
- 1.3.** "City" or "Cities" means the governments of the cities of Yuba City, Live Oak, and Wheatland.
- 1.4.** "Counties" means the governments of the County of Yuba and the County of Sutter.
- 1.5.** "Covered Activities" means the activities that will be addressed in the Plan and for which the Local Agencies will seek an NCCP permit pursuant to Fish and Game Code, section 2835 and an incidental take permit pursuant to section 10 of FESA.
- 1.6.** "Covered Species" means those certain species, both listed and non-listed, whose conservation and management are provided for in the Yuba-Sutter NCCP/HCP and which may be authorized for take under State and/or federal law once the Yuba-Sutter NCCP/HCP is approved.
- 1.7.** "FESA" means the federal Endangered Species Act, 16 United States Code section 1530 et seq.
- 1.8.** "Habitat Conservation Plan" or "HCP" means a conservation plan prepared pursuant to section 10(a)(1)(B) of FESA.
- 1.9.** "Implementing Agreement" or "IA" means the agreement required pursuant to Fish and Game Code section 2820, subdivision (b) and

authorized under 14 U.S.C. section 1539 (a)(2)(B) which defines the terms for implementing the Plan.

1.10. "Listed Species" means those species designated as candidate, threatened or endangered pursuant to CESA and/or listed as threatened or endangered under FESA.

1.11. "Local Agencies" and "Local Agency" mean, individually or collectively, the County of Yuba, the County of Sutter, the City of Yuba City, the City of Live Oak, the City of Wheatland, and any other city, special district or local agency that becomes a Party to this Planning Agreement.

1.12. "Natural Community Conservation Plan" or "NCCP" means a conservation plan created to meet the requirements of Fish and Game Code, section 2801 et seq.

1.13. "Natural Community Conservation Planning Act" or "NCCPA" means Fish and Game Code, section 2801 et seq.

1.14. "NEPA" means the National Environmental Policy Act, 14 United States Code section 4321 et seq.

1.15. "Plan" means the joint natural community conservation plan and habitat conservation plan.

1.16. "Planning Area" means the geographic area proposed to be addressed in the Plan as described in Exhibit A.

1.17. "Planning Subareas" means those geographic areas that are smaller units of the planning area that will each have a specific function or jurisdictional boundary within the permitted plan.

2. Background

2.1. Natural Community Conservation Planning Act

The NCCPA was enacted to encourage broad-based planning to provide for effective protection and conservation of the state's wildlife resources while continuing to allow appropriate development and growth. The purpose of natural community conservation planning is to provide for the conservation of biological diversity by protecting biological communities at the ecosystem and landscape scale. Conservation of biological diversity includes protecting sensitive and more common species, natural communities, and the ecological processes necessary to sustain the ecosystem over time. An NCCP identifies and provides for the measures necessary to conserve and manage natural biological diversity within the Planning Area, while allowing compatible and appropriate economic development, growth, and other human uses.

2.2. Purposes of NCCP Planning Agreements

The purposes of NCCP Planning Agreements are to:

- Define the Parties' goals and commitments with regard to development of a Plan;
- Define the geographic scope of the conservation Planning Area;
- Identify a preliminary list of natural communities and species known or reasonably expected to be found in those communities, that are intended to be the initial focus of the Plan;
- Identify preliminary conservation objectives for the Planning Area;
- Establish a process for the inclusion of independent scientific input into the planning process;
- Ensure coordination among the Wildlife Agencies, particularly with respect to FESA, 16 U.S.C. section 1531 et seq.;
- Establish a process to review interim development within the Planning Area that will help achieve the preliminary conservation objectives and preserve options for establishing a viable reserve system or equivalent long term conservation measures; and
- Ensure public participation and outreach throughout the planning process.

2.3. Regulatory Goals

The Local Agencies intend that the NCCP/HCP will allow for development and growth compatible with state and federal requirements. By agreeing to assume responsibility for development of the NCCP/HCP, and committing staff resources to that purpose, the Local Agencies intend the NCCP/HCP to yield numerous benefits in addition to resources conservation, including greater regulatory efficiency, permit streamlining and permit processing certainty.

2.4. Compliance with CESA and FESA

The Planning Area contains valuable biological resources, including native species of wildlife and their habitat. Among the species within the Planning Area are certain species that are protected, or may be protected in the future, under CESA and/or FESA. The Parties intend for the Plan to satisfy the requirements for an HCP under Section 10(a)(1)(B) of FESA, and an NCCP under the NCCPA, to serve as the basis for take authorizations under both Acts.

The NCCPA provides that after the approval of an NCCP, DFG may permit the taking of any identified species, listed or non-listed, whose conservation and management is provided for in the NCCP. Take of state-listed species may be authorized pursuant to CESA during development of the Plan. After approval of the Plan, state authorized take may be provided pursuant to the NCCPA.

FESA provides that after the approval of an HCP, USFWS may permit the taking of wildlife species covered in the HCP if the HCP and permit application meet the requirements of section 10(a)(2)(A) and (B) of FESA. Take authorization for federally listed wildlife species covered in the HCP shall generally be effective upon approval of the HCP and issuance of an incidental take permit. Take authorization for non-listed wildlife species covered in the HCP becomes effective if and when the species is listed pursuant to FESA. Take authorization during plan preparation for wildlife species listed pursuant to FESA may be provided pursuant to individual permits issued pursuant to section 10(a)(1)(B), or consultations under section 7 of FESA.

2.5. Section 7 of FESA

To the extent allowed under law, the Parties intend that the mitigation and minimization measures included in the Plan, once approved by the USFWS and included as a condition of federal incidental take permits to the Local Agencies, will be incorporated into future section 7 consultations between the USFWS or NOAA Fisheries and the United States Army Corps of Engineers, the United States Bureau of Reclamation, or other applicable federal agencies regarding Covered Activities that may adversely affect Covered Species or their habitat.

2.6. Concurrent Planning for Wetlands and Waters of the United States

The Local Agencies intend to address impacts to wetlands and waters of the United States and changes to the bed, bank or channel of rivers, streams and lakes resulting from Covered Activities in the Planning Area. Based on the Plan, the Local Agencies may seek future programmatic permits or authorizations under the Clean Water Act and Fish and Game Code section 1600 et seq. as necessary for Covered Activities. The Parties agree to work together to explore the feasibility of undertaking concurrent but separate planning regarding these permits. However, such programmatic permits or authorizations are not necessary for approval of the Plan or for issuances of take permits.

2.7. Assurances

2.7.1. FESA

The Parties anticipate that the USFWS will provide assurances pursuant to applicable federal law and regulations then in effect upon issuance of federal incidental take permits to the Local Agencies.

Specifically, the Parties intend that if the NCCP/HCP meets the criteria for issuance of an incidental take permit under Section 10 of FESA, the Applicants will receive the assurances identified in the "no surprises" regulations of the United States Department of the Interior at 50 C.F.R. 17.22(b)(5) and 17.32(b)(5) and the United States Department of Commerce at 50 C.F.R. 222.3 and 222.22 for all species adequately covered under the NCCP/HCP. Such assurances would be provided upon

approval of the NCCP/HCP and issuance of incidental take permits to the Applicants. In order to ensure that state regulatory assurances are legally binding, such provisions will be included in an Implementing Agreement.

2.7.2. NCCPA

The Parties anticipate that if the Plan meets the criteria for an NCCP permit under section 2835 of the Fish and Game Code, DFG will provide assurances consistent with its statutory authority upon approval of the Plan and issuance of NCCP permits to the Local Agencies. Under section 2820(f) of the Fish and Game Code, DFG may provide assurances for Plan participants commensurate with the level of long-term conservation and associated implementation measures provided in the Plan. In order to ensure that state regulatory assurances are legally binding, such provisions will be included in an Implementing Agreement.

3. Planning Goals

The Parties acknowledge that the Plan is intended to meet the conservation objectives of the NCCPA and the following Local Agency planning goals:

- Provide for the conservation and management of Covered Species;
- Preserve aquatic and terrestrial resources through conservation partnerships with the Local Agencies;
- Allow for appropriate and compatible economic growth and development consistent with applicable land use laws and general plans;
- Provide a basis for permits and authorizations necessary to lawfully take Covered Species;
- Provide a process for the issuance of take authorizations for Covered Species which are not currently listed which may be listed in the future without the imposition of additional mitigation, conservation or other requirements;
- Provide a comprehensive means intended to coordinate and standardize mitigation and compensation requirements of FESA, CEQA, NEPA, NCCPA and other applicable laws relating to biological and natural resources within the Planning Area;
- Provide a less costly, more efficient project review process which results in greater conservation values than project-by-project, species-by-species review; and
- Provide clear expectations and regulatory predictability for persons carrying out Covered Activities within the Planning Area.

3.1. Departure from Project-by-Project Planning Approach.

The Parties agree the development of a successful Plan will result in greater conservation and an efficient method of complying with the species conservation requirements of ESA, NCCPA, and the environmental review processes of NEPA and CEQA than a project-by-project approach. The Parties also agree that a successful Plan may be more beneficial for species, habitat, and economic development than individual project permitting.

3.2. Impacts of Taking and Covered Species.

The Parties intend for the Plan to address the impacts of taking likely to result from Covered Activities in the planning area on covered species. The purpose of addressing unlisted species will be to provide for the conservation and management of the species, and to lessen the possibility that such species become listed as threatened or endangered under FESA or CESA. Addressing unlisted species in the Plan is also intended to avoid the need to develop new and different measures or restrictions to mitigate for impacts should such species become listed in the future.

4. Planning Area and Plan Participants

4.1. Plan Background

Early in 2001, Caltrans was pursuing improvements to State Highways 99 and 70 in Sutter and Yuba counties under a program partially funded by the Federal Highway Administration (FHWA). The proposed improvements entailed potential impacts to federally listed species, and FHWA initiated a consultation with USFWS as required by FESA section 7. In reviewing the environmental documentation for the proposed improvements, USFWS found that the project would produce indirect impacts by opening the way for additional development adjacent to the highways. USFWS also indicated that the proper mitigation for those effects would be the creation of a habitat conservation plan (HCP) for the affected area and species. The affected area was delineated by Caltrans, the two counties, and wildlife agencies in 2001 and is cited in various documents as the "cumulative effects area."

Discussions that included the two counties, Caltrans, USFWS, and DFG resulted in a letter being sent from each county to the USFWS committing to participation in the development of the HCP in conjunction with Caltrans. In the letters, the counties agreed to: 1) not issue any land use entitlements, other than for agricultural uses, within the cumulative effects area without proof of compliance with the ESA; and 2) implement interim conservation measures to protect federally and state listed species and their habitats. USFWS then prepared and issued a Biological Opinion (BO) on the effects of the highway improvements. The BO describes the status of affected species, provides an environmental baseline, provides an incidental take statement for Caltrans' activities, and outlines the terms and conditions on which the incidental take statement is based. The most recent BO issued by

USFWS for the Highway 99/70 upgrade is dated May 15, 2003 and is based on the BO issued on June 15, 2001, as amended March 18, 2002.

Pursuant to the provisions of the BO, a Working Group was formed with representatives from both counties, USFWS, DFG, and Caltrans. NOAA Fisheries also was invited to participate and did so beginning in 2004. The Working Group met to discuss approaches to conservation planning and to identify funding for the planning process. As part of that effort, DFG suggested that the counties address CESA as well as FESA issues by preparing a combined NCCP/HCP. The counties agreed to the combined approach, and with the support of Caltrans and the Sacramento Area Council of Governments, applied for federal conservation planning funds available through the FESA section 6 program and "smart growth" planning funds available through FHWA/Caltrans. The grant applications were approved. The Working Group then developed a scope of work for the planning process. Consistent with the terms and conditions of the BO and the commitment letters from the counties to the USFWS, the Working Group agreed that the "cumulative effects area" would be the initial Planning Area for the NCCP/HCP. The Working Group also understood that as the planning went forward, the Planning Area may need to be expanded based on information (i.e. biological, economic, etc.) derived as part of the planning process. Caltrans is a participant in the NCCP/HCP planning process but is not requesting take authorization through the Plan.

During 2006, the Counties received guidance from their Citizen's Advisory Group and the Science Advisory Group to reevaluate the Plan Area boundary. The initial plan area boundary was primarily based upon growth projections and not on species conservation requirements. It was determined that efficient and cost-effective species conservation requires a broader habitat level perspective across large landscapes, necessitating a much larger plan area.

The Counties pursued a Conservation Plan Area boundary expansion through guidance from the public, the Science Advisors and agency experts, and in December 2006, adopted a new Plan Area boundary that would look at species conservation in a broader context; extend the usefulness of the planning effort and resultant permit streamlining to address both state and federally listed species; and address the requirements of the State NCCP Act as well as the federal Endangered Species Act. The resultant Plan Area more than doubled the initial plan area and comprises approximately 468,552 acres encompassing the valley floor in both counties excluding cities and their spheres of influences.

In 2008, the City of Yuba City, City of Live Oak and the City of Wheatland committed in joining the planning effort. In 2010, the cities formalized their participation in the planning effort and the Plan Area boundary was expanded to include the spheres of influence and city limits of the City of Yuba City, City of Live Oak and the City of Wheatland.

4.2. Geographic Scope

The Parties agree that the geographic area shown in Exhibit A is the Planning Area for the Yuba-Sutter NCCP/HCP. The Parties also acknowledge that, subject to the consent of the Local Agencies and Wildlife Agencies, the boundaries of the Planning Area may change during the planning process to include or exclude lands and Planning Subareas may be delineated within the Planning Area.

As shown in Exhibit A, the Planning Area includes approximately 468,552 acres: approximately 140,640 acres of unincorporated lands in the County of Yuba and 316,852 acres of unincorporated lands in the County of Sutter, 9,375 acres within the incorporated city limits of the City of Yuba City, 488 acres within the incorporated city limits of Wheatland and 1,197 acres within the incorporated city limits of Live Oak.

4.3. Local Agencies

The Local Agencies are the local sponsors of the Plan. As part of this planning process, the Local Agencies have committed to undertake a collaborative, systematic approach to protecting the Planning Area's ecologically significant resources, including candidate, threatened and endangered species and their habitats, open space, and working landscapes, and to ensure that the Covered Activities comply with applicable federal and state laws. To this end, the two counties and three cities have entered into Memoranda of Understanding with each other regarding cost sharing and joint lead agency status pursuant to CEQA, have designated staff and resources for the planning process, and have retained a consulting firm to assist them with preparation of the Plan and related documents. The Local Agencies also have requested that the Wildlife Agencies provide technical assistance during the planning process.

4.4. California Department of Fish and Game

DFG is the agency of the State of California authorized to act as trustee for the state's wildlife. DFG is authorized to approve NCCPs pursuant to the NCCPA, administer and enforce CESA and other provisions of the Fish and Game Code, and enter into agreements with federal and local governments and other entities for the conservation of species and habitats pursuant to CESA and the NCCPA.

4.5. United States Fish and Wildlife Service

The USFWS is an agency of the United States Department of the Interior authorized by Congress to administer and enforce FESA with respect to terrestrial wildlife, certain fish species, insects and plants, and to enter into agreements with states, local governments, and other entities to conserve threatened, endangered, and other species of concern. The NCCPA and this Planning Agreement require coordination with USFWS with respect to FESA.

5. Preliminary Conservation Objectives

The Parties agree that the preliminary conservation objectives for the Plan are as follows:

- Provide for the protection of species and natural communities on an ecosystem or a landscape level.
- Preserve the diversity of plant and animal communities in the Planning Area;
- Assure connectivity to and compatibility with conserved areas within and adjacent to the Planning area boundaries.
- Protect the viability of threatened, endangered or other special status plant and animal species, and minimize and mitigate the take or loss of the Covered Species;
- Identify and designate biologically sensitive habitat areas;
- Preserve habitat and thereby contribute to the recovery of the Covered Species; and
- Reduce the need to list additional species.

The Parties also agree that the Plan will set forth specific habitat and covered species based goals and objectives, expressed in terms of the amount and quality (including connectivity) of habitat to be protected and preserved.

5.1. Conservation Elements

5.1.1. Ecosystems, Natural Communities, and Species List

The Plan will employ a strategy that focuses on the conservation of ecosystems, natural communities, and ecological processes in the Planning Area. In addition, the Plan will employ species-specific minimization, mitigation, conservation and management measures as required to meet federal and state permit issuance standards under FESA and NCCPA.

A narrative description of natural communities and a preliminary list of the endangered, threatened, candidate, or other sensitive species known, or reasonably expected to be found in the Planning Area, that are intended to be the initial focus of the Plan is attached as Exhibit B. This list identifies the species that the Parties will evaluate for inclusion in the Plan. Exhibit B is not necessarily the Plan's final Covered Species list. The Parties acknowledge that inclusion of a particular species as a Covered Species in the Plan will require an individual determination by each Wildlife Agency that the Plan adequately provides for conservation of the species in accordance with State and/or Federal permit issuance requirements.

5.1.2. Conservation Areas and Viable Habitat Linkages

The Plan will establish conservation areas in the Planning Area and provide linkages, where appropriate, between the conservation areas within the Planning Area. It will also identify where linkages between the conservation areas, and important habitat areas contiguous to outside the Planning Area should occur where possible. Such conservation areas will include a range of environmental gradients and ecological functions, and will address edge effects and other reserve design principles.

5.1.3. Project Design

The Plan will ensure that projects will be appropriately designed to avoid and/or minimize and mitigate on-site and off-site impacts to resources.

6. Preparing the Plan

The Parties intend that this Planning Agreement will fulfill the NCCPA requirements pertaining to planning agreements and will establish a mutually agreeable process for preparing the Plan that fulfills the requirements of the NCCPA and FESA. The process used to develop the Plan will incorporate independent scientific input and analysis, and include the opportunity for extensive public participation with ample opportunity for comment from the general public as well as advice solicited by the Local Agencies from key groups of stakeholders as described below:

6.1. Best Available Scientific Information

The Plan will be based on the best available scientific information, including, but not limited to:

- principles of conservation biology, community ecology, landscape ecology, individual species' ecology, and other scientific knowledge and thought;
- thorough information about all natural communities and proposed Covered Species on lands throughout the Planning Area; and
- advice from well-qualified, independent scientists.

6.2. Data Collection

The Parties agree that information regarding the subjects briefly described below in Section 6.2.1. is important for preparation of the Plan. The Parties therefore agree that data collection for preparation of the Plan should be prioritized to develop more complete information on these subjects. Preference should be given to collecting data essential to address conservation requirements of natural communities and proposed Covered Species. The science advisory process and analysis of existing information may reveal data gaps currently not known that are necessary for the full and accurate development of the Plan. Data needed for preparation of the Plan may not be known at this time nor identified herein. Therefore, the Parties anticipate that data collection priorities may be adjusted from time to time

during the planning process. All data collected for the preparation and implementation of the Plan will be made available to the Wildlife Agencies in hard and digital formats, as requested.

6.2.1. Information collected for the Yuba-Sutter HCP/NCCP will include but is not limited to the following subjects:

1. Natural communities in the Planning Area, identified based on ecosystem function, biological diversity, and environmental gradients.
2. Connectivity of natural communities within the Planning Area and to natural communities outside the Planning Area.
3. Current and historical distribution of listed and other sensitive species in the Planning Area, with an emphasis on potential Covered Species.
4. Amount, distribution, and quality of habitat for potential Covered Species in the Planning Area.
5. Habitat function and value of agricultural lands for potential Covered Species.
6. Existing and proposed land uses in the Planning Area, with proposed land uses identified at the parcel level where possible.
7. Land ownership and management of existing reserves and permanent open space in the Planning Area.
8. Economic and land use impacts of conservation strategies for Covered Species, including effects on the counties' abilities to meet housing and capital improvement requirements.
9. Status of conservation planning efforts in adjacent counties (e.g., in Yolo and Placer counties) and in portions of Yuba and Sutter counties outside the Planning Area (e.g., on Beale Air Force Base).

6.3. Independent Scientific Input

The Local Agencies and DFG intend to include independent scientific input and analysis to assist in the preparation of the Plan. For that purpose, independent scientists representing a broad range of disciplines, including conservation biology and locally-relevant ecological knowledge, will, at a minimum:

- recommend scientifically sound conservation strategies for species and natural communities proposed to be covered by the Plan;
- recommend a set of reserve design principles that address the needs of species, landscapes, ecosystems, and ecological processes in the planning area proposed to be addressed by the Plan;

- recommend management principles and conservation goals that can be used in developing a framework for the monitoring and adaptive management component of the Plan; and
- identify data gaps and uncertainties so that risk factors can be evaluated.

The independent scientists may be asked to provide additional feedback on key issues during preparation of the Plan, and may prepare reports regarding specific scientific issues throughout the process, as deemed necessary by the Local Agencies and DFG.

Design and implementation of the science advisory process must be done in a coordinated fashion and with the mutual agreement of the Local Agencies and DFG. The Local Agencies and DFG will establish funding and payment procedures. The independent science advisory process will include the development of a detailed scope of work, use of a professional facilitator, input from technical experts, and production of a report by the scientists. In addition, the Local Agencies and DFG will make the report available for use by all participants and the public during the planning process.

6.4. Public Participation

The Local Agencies will prepare the Plan in an open and transparent process with an emphasis on obtaining input from a balanced variety of public and private interests including state, local, and tribal governments, landowners, conservation organizations, agricultural commissioners, agricultural organizations, and the general public. The planning process will provide for thorough public review and comment, and include a working group that will review the Plan at key stages of development. To assist in the development of the Plan, the Local Agencies will form an Advisory Committee and conduct a public outreach program.

6.4.1. Advisory Committee

The Advisory Committee will be appointed by actions of the Yuba County Board of Supervisors and the Sutter County Board of Supervisors and City Councils of the cities of Yuba City, Live Oak, and Wheatland. Its primary purpose will be to provide input from individuals and organizations with a specific interest in the lands, resources, activities, communities, businesses, and other concerns potentially affected by the Plan. The committee will function as a standing advisory body to the two Boards of Supervisors for the duration of the Plan planning process and will be structured to ensure that a well-balanced variety of views are represented. At the request of the Local Agencies, staff from the Wildlife Agencies will provide technical expertise and share information for the development and implementation of the Plan with the Advisory Committee.

6.4.2. Outreach

The Plan Participants, in concert with the Advisory Committee, will provide access to information for persons interested in the Plan, with an emphasis on obtaining input from a balanced variety of public and private interests, including state and local governments, landowners, conservation organizations, developers, agricultural organizations, and the general public. The Parties expect and intend that public outreach regarding preparation of the Plan will be conducted largely by and through the Advisory Committee meetings. In addition, the Local Agencies will provide periodic briefings to their governing boards and continue to hold public meetings to present key decisions regarding the preparation of the Plan to allow the public the opportunity to comment on and inquire about the decisions. Other outreach efforts will include fact sheets and brochures, a website, mailings, and public meetings.

6.4.3. Availability of Documents for Public Review

The Local Agencies will designate and make available for public review in a reasonable and timely manner "public review drafts" of pertinent planning documents including, but not limited to, plans, memoranda of understanding, maps, conservation guidelines, and species coverage lists. Such documents will be made available by the Local Agencies at least ten working days prior to any public hearing addressing these documents. In addition, the Local Agencies will make available all reports and formal memoranda prepared by the Advisory Committee and independent scientists. This obligation will not apply to all documents drafted during preparation of the Plan. However, the Local Agencies will periodically designate various pertinent documents drafted during preparation of the Plan as "public review drafts", and will make these documents available to the public. The Parties agree that the Yuba-Sutter NCCP/HCP website (www.yubasutterhcp.org) will be one of the principal means of making documents available for public review, as well as more traditional means such as distribution and display of hard copies of such documents.

6.4.4. Public Hearings

Public hearings regarding development of the Plan will be planned and conducted with hearings otherwise required by law, and in a manner that satisfies the requirements of CEQA, NEPA, and any other applicable state or federal laws.

6.4.5. Public Review and Comment Period Prior to Adoption

The Plan Participants will make the proposed draft Plan and Implementing Agreement available for public review and comment at least 60 days before adoption. The Local Agencies expect to fulfill this obligation by distributing the draft Plan and Implementing Agreement with the draft environmental impact report prepared for the Plan pursuant to CEQA

and/or the draft environmental impact statement prepared for the Plan pursuant to NEPA.

6.5. Covered Activities

Covered Activities under the Plan are those activities that may result in take of Covered Species and impacts to natural communities that will be identified and addressed in the Plan. Covered Activities under the Plan may also include those land uses over which the Local Agencies have land use authority, and adaptive habitat management and monitoring activities in the Planning Area.

The Parties intend that the Plan will allow Covered Activities in the Planning Area to be carried out in compliance with NCCPA, CESA and FESA.

6.6. Interim Project Processing

The Parties recognize that before the Wildlife Agencies approve the Plan, certain projects and activities may be proposed within the Planning Area. The Parties agree to the following interim project process to: (1) ensure that development, construction, and other projects or activities approved or initiated in the Planning Area before completion of the Plan are consistent with the preliminary conservation objectives (Section 5) and do not compromise successful completion and implementation of the Plan; (2) facilitate CEQA, CESA, and FESA compliance for interim projects that require it; and (3) ensure that processing of interim projects is not unduly delayed during preparation of the Plan.

6.6.1. Reportable Interim Projects

The Local Agencies will notify the Wildlife Agencies pursuant to section 6.6.2 about proposed development, construction, subdivisions, rezones or other projects or activities requiring discretionary approvals from the Local Agencies that have the potential to adversely impact proposed Covered Species and natural communities ("Reportable Interim Project") within the Planning Area.

6.6.2. Notification Process

The Local Agency proposing to undertake or approve a Reportable Interim Project will notify the Wildlife Agencies of the project prior to the time, or as soon as possible after, the project application is deemed complete. The Local Agency will notify the particular individuals designated by the Wildlife Agencies to be notified of Reportable Interim Projects, and will provide these designated individuals with (1) a depiction of the project location on a USGS 7.5 minute quadrangle map with the quadrangle name and section, township, and range identified; (2) a description of the project along with the land cover types present on the project site using the most current land cover data available to the Local Agency; and (3) any other biological information available to the Local Agency about the project area.

6.6.3. Wildlife Agency Review

The Wildlife Agencies will review Reportable Interim Projects in a timely manner, and will use reasonable efforts to provide any comments on the projects to the referring Local Agency within the legally prescribed comment periods. The Wildlife Agencies may recommend mitigation measures or project alternatives that would help achieve the preliminary conservation objectives. Any take of listed or candidate species arising out of a Reportable Interim Project must be authorized pursuant to applicable federal and/or state law. Wildlife Agency comments will be responded to through the planning and CEQA process.

6.6.4. Coordinating Interim Process with Plan Preparation

Representatives of the Parties will meet as needed to discuss Reportable Interim Projects and to coordinate with development of the Plan. Independent scientific input will be considered by the Parties during interim project review.

6.7. Protection of Habitat Land During Planning Process

6.7.1. Conservation Lands Acquired/Protected

The Parties may elect to preserve, enhance or restore, either by acquisition or other means (*e.g.*, conservation easements; designated setbacks), lands in the Planning Area that contain native species of wildlife or natural communities prior to approval of the Plan. The Local Agencies will consult with the Wildlife Agencies regarding potential lands to be protected. The Wildlife Agencies agree to credit such lands toward the land acquisition or habitat protection requirements of the Plan as appropriate, provided the lands are permanently conserved and managed and contribute to the Plan's conservation strategy.

6.7.2. Mitigation Lands

Lands, or portions of lands, acquired or otherwise protected solely to mitigate the impacts of specific projects, actions, or activities approved prior to Plan approval will only be considered as mitigation for those projects, actions or activities. Such lands will be considered during the Plan analysis, but will not count toward future mitigation obligations of the Plan.

6.8. Implementing Agreement

The NCCPA requires that any NCCP approved by DFG include an Implementing Agreement that contains provisions for:

- conditions of species coverage;
- the long-term protection of habitat reserves and/or other conservation measures;
- implementation of mitigation and conservation measures;

- terms for suspension or revocation of the take permit;
- procedures for amendment of the Plan and IA;
- implementation of monitoring and adaptive management;
- oversight of Plan effectiveness and funding; and
- periodic reporting.

While the Plan is being developed, the Parties will negotiate a draft Implementing Agreement that will satisfy the requirements of the NCCPA and FESA, and include specific provisions and procedures for the implementation, monitoring and funding of the Plan. A draft of the Implementing Agreement will be made available for public review and comment with the final public review draft of the Plan.

7. Commitment of Resources

7.1. Funding

The Parties agree that they will work together to bring available funding to the planning effort.

7.1.1. Local Funding

The Local Agencies recognize that, as prospective applicants for state and federal permits, they have the primary responsibility for developing a plan that meets applicable legal requirements and that as a result, the development and implementation of the Plan must be funded primarily from locally assured sources.

7.1.2. DFG Assistance with Funding and DFG Costs

DFG agrees to cooperate with the other Parties in identifying and securing, where appropriate and available, federal and state funds earmarked for natural community conservation planning. The Parties agree that the Local Agencies shall not provide reimbursement to DFG for its participation in the planning phase of the Plan as provided in Fish and Game Code, section 2810, except as provided in Section 8.7 of this Planning Agreement. DFG's commitments and obligations under this Planning Agreement are subject to the availability of appropriated funds and the written commitment of funds by an authorized DFG representative.

7.1.3. USFWS Assistance with Funding

The USFWS agrees to cooperate with the other Parties in identifying and securing, where appropriate, federal and state funds earmarked for habitat conservation planning purposes. Potential federal funding sources may include: the USFWS' Cooperative Endangered Species Conservation Fund, Land and Water Conservation Fund, and land acquisition grants or loans through other federal agencies such as the Environmental Protection Agency, the Army Corps of Engineers, or the Departments of

Agriculture or Transportation. The commitments of the USFWS under this Planning Agreement are subject to the requirements of the federal Anti-Deficiency Act (31 U.S.C. section 1341) and the availability of appropriated funds. The Parties acknowledge that this Planning Agreement does not require any federal agency to expend its appropriated funds unless and until an authorized officer of that agency provides for such expenditures in writing.

7.2. Expertise of Wildlife Agencies

Subject to funding and staffing constraints, the Wildlife Agencies agree to provide technical and scientific information, analyses and advice to assist the Local Agencies with the timely and efficient development of the Plan.

8. Miscellaneous Provisions

8.1. Public Officials Not to Benefit

No member of or delegate to Congress will be entitled to any share or part of this Planning Agreement, or to any benefit that may arise from it.

8.2. Statutory Authority

The Parties will not construe this Planning Agreement to require any Party to act beyond, or in a manner inconsistent with, its statutory authority.

8.3. Multiple Originals

This Planning Agreement may be executed by the Parties in multiple originals, each of which will be deemed to be an official original copy.

8.4. Effective Date

The Effective Date of this Planning Agreement will be the date on which it is fully executed by each of the Parties (collectively or independently).

8.5. Duration

This Planning Agreement will be in effect until the Plan is approved and permitted by the Wildlife Agencies, but shall not be in effect for more than five years following the Effective Date, unless extended by amendment. This Planning Agreement may be terminated pursuant to Section 8.7 below.

8.6. Amendments

This Planning Agreement can be amended only by written agreement of all Parties.

8.7. Termination and Withdrawal

Subject to the requirement in Section 8.7.1 of the Planning Agreement, any party may withdraw from this Planning Agreement upon 30 days' written notice to the other Parties. The Planning Agreement will remain in effect as to all non-withdrawing Parties unless the remaining Parties determine that the withdrawal requires termination of the Planning Agreement. This

Planning Agreement can be terminated only by written agreement of all Parties.

8.7.1. Funding

In the event that federal or State funds have been provided to assist with Plan preparation or implementation, any Party withdrawing from this Planning Agreement shall return to the granting agency unspent funds awarded to that Party prior to withdrawal. A withdrawing Party shall also provide the remaining Parties with a complete accounting of the use of any federal or State funds it received regardless of whether unspent funds remain at the time of withdrawal. In the event of termination of this Planning Agreement, all Parties who received funds shall return any funds that have not been spent, and for which liability has not been incurred, to the grantor prior to termination.

8.8. Indemnification

None of the Parties shall be liable in damages to the other Parties or to any other person or entity for any breach of this Agreement, any performance or failure to perform a mandatory or discretionary obligation imposed by this Agreement, or any other cause of action arising from this Agreement.

SIGNATURES:

Dated: _____, 20__

COUNTY OF YUBA

By: _____

Title: _____

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: *Pat Garamone*

Dated: _____, 20__

COUNTY OF SUTTER

By: _____

Title: _____

Dated: _____, 20__

CITY OF YUBA CITY

By: _____

Title: _____

Dated: _____, 20__

CITY OF LIVE OAK

By: _____

Title: _____

Dated: _____, 20__

CITY OF WHEATLAND

By: _____

Title: _____

Dated: _____, 20__

**CALIFORNIA DEPARTMENT OF
FISH AND GAME**

By: _____

Title: _____

Dated: _____, 20__

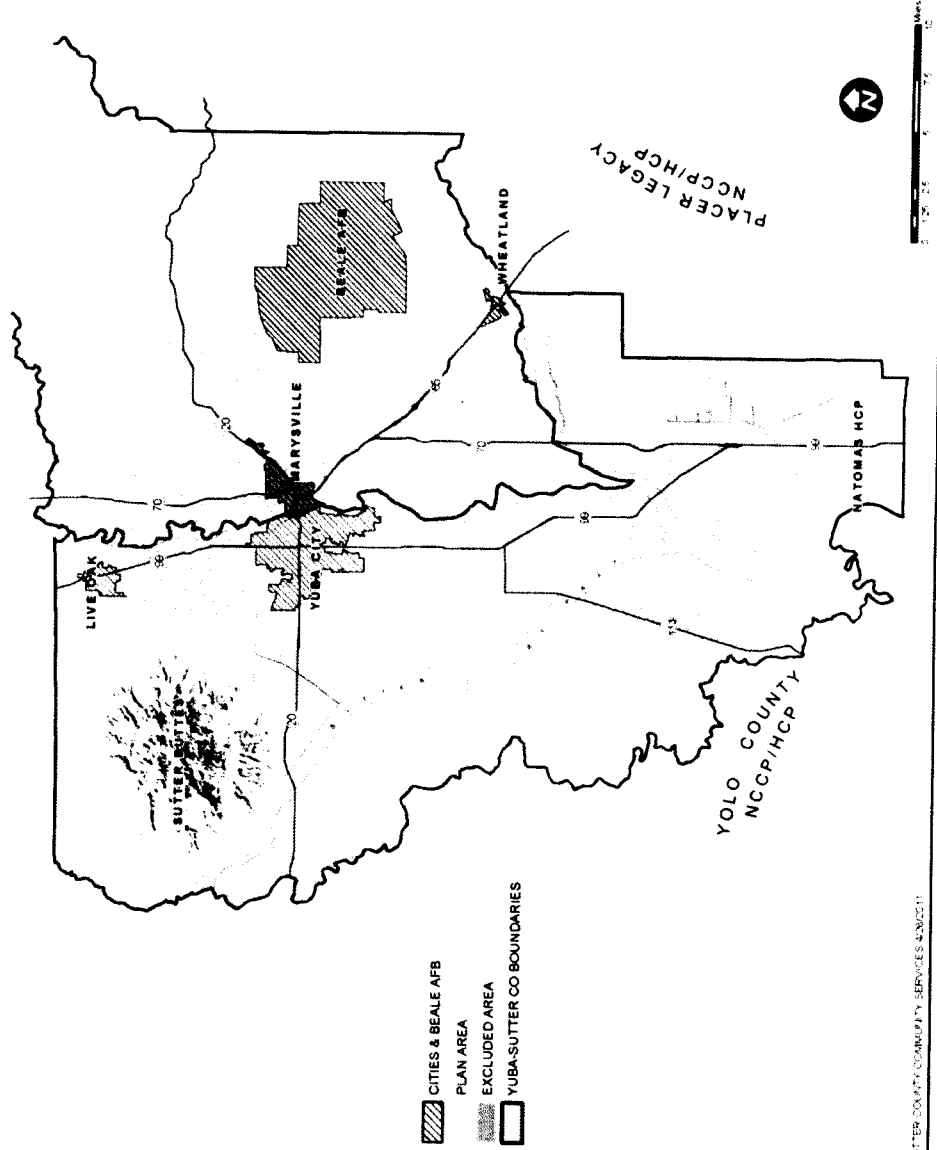
U.S. FISH AND WILDLIFE SERVICE

By: _____

Title: _____

EXHIBIT A

PLAN AREA BOUNDARY EXHIBIT A



PREPARED BY SUTTER COUNTY COMMUNITY SERVICES 4/20/01

EXHIBIT B

EXHIBIT B

Table B-1 Natural Communities in the Planning Area and Corresponding Land-Cover Types

Type	Definition
Natural Communities	
Annual Grassland Community	
Annual Grassland	Upland nonagricultural vegetation dominated by herbaceous plants (includes inactive agricultural fields lacking visible evidence of irrigation or tillage, and dominated by species characteristic of annual grasslands)
Vernal Pool Complex Community	
Vernal Pool Complex	Annual Grassland containing vernal pools and swales
Oak Savanna/Woodland Community	
Blue Oak Savanna/ Woodland	Continuous herbaceous layer and > 10% tree cover, primarily of blue oaks
Valley Oak Savanna/ Woodland	Continuous herbaceous layer and > 10% tree cover, primarily of valley oaks (MMU 10 acres); (riparian areas dominated by valley oak were mapped as Riparian Forest)
Live Oak Woodland	Upland vegetation with > 10% tree cover, primarily of live oak
Oak-Foothill Pine Woodland	Upland vegetation with > 10% tree cover, primarily of live oak and with foothill pine present
River-Stream System Community	
Riverine	Permanent and intermittent streams with a defined channel (MMU 0.25 acre) (rivers and stream channels dominated by wetland vegetation were mapped as Fresh Emergent Wetland or Riparian Scrub)
Lacustrine	Inland natural ponds and lakes, and artificial features such as reservoirs and stock ponds formed by damming perennial or intermittent streams
Riparian Scrub	Wetland vegetation with 25–100% cover of woody plants (trees plus shrubs) and < 25% cover of mature trees; generally associated with streams or ditches
Riparian Forest	Wetland vegetation with 25–100% shrub cover and > 25% cover of mature trees; generally associated with streams or ditches
Fresh Emergent Wetland	Wetland vegetation dominated by herbaceous plants and with < 25% cover of woody plants

EXHIBIT B

Table B-1 Natural Communities in the Planning Area and Corresponding Land-Cover Types

Type	Definition
Agricultural Communities	
Rice Cropland Community	
Rice	Agricultural land planted in rice, and flooded and fallow rice fields; these fields are associated with berms, ditches, canals, and water control structures
Non-Flooded Herbaceous Cropland Community	
Row Crop	Agricultural fields of herbaceous plants (generally monotypic), and fallow agricultural fields with visible evidence of tillage
Alfalfa	Agricultural land planted in alfalfa (an irrigated, perennial, forage crop harvested by periodic mowing)
Irrigated Pasture	Irrigated land managed as pasture (regularly grazed or mowed), excluding alfalfa; intensity of management variable (e.g., may or may not be seeded in forage crops)
Woody Cropland Community	
Orchard	Agricultural land planted in tree fruit and nut crops (e.g., walnuts)
Vineyard	Agricultural land planted in rows of vines; includes kiwi and other vine crops
Other Woody Vegetation	Upland vegetation dominated by planted, woody, nonnative species (e.g., eucalyptus), excluding fruit and nut crops
Developed	
Barren and Disturbed Land	Natural features such as rock outcrops, and historically and recently disturbed nonagricultural sites including landfills, graded nonagricultural lands, gravel mines, and mine tailings
Rural Residential	Developed lands with < 1 unit (or structure) per acre; usually contains infrastructure and landscaping
Urban Parks and Golf Course	Landscaped areas, generally associated with infrastructure, structures, and partially or fully surrounded by Urban-Suburban land cover
Urban Riparian Forest	Wetland vegetation with 25–100% shrub cover and > 25% cover of mature trees, and at least half its perimeter surrounded by developed landcover; generally associated with streams or ditches
Urban-Suburban	Developed lands with > 1 unit (or structure) per acre and generally containing infrastructure and landscaping (or land dominated by impermeable surfaces [e.g., parking lots])
Urban Wetland	Wetland with < 25% cover of woody plants and at least half its perimeter surrounded by developed landcover

EXHIBIT B

Table B-2 Covered Species

Common Name and Scientific Name	Species Status^a Federal/State/CNPS	California Distribution	Habitats
Vernal pool fairy shrimp <i>Branchinecta lynchi</i>	T/-/-	Central Valley, central and south Coast Ranges from Tehama to Santa Barbara Counties. Isolated populations in Riverside County	Common in vernal pools; also found in sandstone rock outcrop pools
Vernal pool tadpole shrimp <i>Lepidurus packardii</i>	E/-/-	Shasta County south to Merced County	Vernal pools and ephemeral stock ponds
Valley elderberry longhorn beetle <i>Desmocerus californicus dimorphus</i>	T/-/-	Stream-side habitats below 3,000 feet throughout the Central Valley	Riparian and oak savanna habitats with elderberry shrubs; elderberry is the host plant
Giant garter snake <i>Thamnophis gigas</i>	T/T/-	Central Valley from Fresno north to the Gridley/Sutter Buttes area; has been extirpated from areas south of Fresno	Sloughs, canals, and other small waterways with a prey base of small fish and amphibians; requires grassy banks and emergent vegetation for basking and areas of high ground protected from flooding during winter
Swainson's hawk <i>Buteo swainsoni</i>	-/T/-	Lower Sacramento and San Joaquin Valleys, Klamath Basin, and Butte Valley. Highest nesting densities occur near Davis and Woodland, Yolo County	Nests in oaks or cottonwoods in or near riparian habitats. Forages in grasslands, irrigated pastures, and grainfields
Western yellow-billed cuckoo <i>Coccyzus americanus occidentalis</i>	-/E/-	Nests along the upper Sacramento, lower Feather, south fork Kern, Amargosa, Santa Ana, and Colorado Rivers	Wide, dense riparian forests with a thick understory of willows for nesting; sites with dominant cottonwood overstory are preferred for foraging; may avoid valley oak riparian habitats where scrub jays are abundant

EXHIBIT B

Table B-2 Covered Species

Common Name and Scientific Name	Species Status^a Federal/State/CNPS	California Distribution	Habitats
Bank swallow <i>Riparia riparia</i>	-/T/-	Occurs along the Sacramento River from Tehama to Sacramento Counties; along the Feather and lower American Rivers; in the Owens Valley; and in the plains east of the Cascade Range in Modoc, Lassen, and northern Siskiyou Counties. Small populations near the coast from San Francisco to Monterey Counties	Nests in bluffs or banks, usually adjacent to water, where soil consists of sand or sandy loam
Black rail <i>Laterallus jamaicensis</i>	-/T, FP/-	Permanent resident in the San Francisco Bay and east through the Delta into Sacramento and San Joaquin Counties; small populations in Marin, Santa Cruz, San Luis Obispo, Orange, Riverside, and Imperial Counties	Tidal salt marshes associated with heavy growth of pickleweed; also occurs in brackish marshes or freshwater marshes at low elevations
Greater sandhill crane <i>Grus canadensis tabida</i>	-/T/-	Breeds on the plains east of the Cascade Range and south to Sierra County; winters in the Central Valley, southern Imperial County, Lake Havasu National Wildlife Refuge, and the Colorado River Indian Reserve	Summers in open terrain near shallow lakes or freshwater marshes; winters in plains and valleys near bodies of fresh water

EXHIBIT B

Table B-2 Covered Species

Common Name and Scientific Name	Species Status ^a Federal/State/CNPS	California Distribution	Habitats
Bald eagle <i>Haliaeetus leucocephalus</i>	D/E, FP/-	Nests in Siskiyou, Modoc, Trinity, Shasta, Lassen, Plumas, Butte, Tehama, Lake, and Mendocino Counties and in the Lake Tahoe Basin. Reintroduced to central coast. Winter range includes the rest of California, except the southeastern deserts, very high altitudes in the Sierra Nevada, and east of the Sierra Nevada south of Mono County	In western North America, nests and roosts in coniferous forests within 1 mile of lake, reservoir, stream, or the ocean
Foothill yellow-legged frog <i>Rana boylei</i>	-/SSC/-	Klamath, Cascade, North Coast, South Coast, Transverse, and Sierra Nevada Ranges to approximately 6,000 feet	Creeks or rivers in woodlands or forests with rock and gravel substrate and low overhanging vegetation along the edge. Usually found near riffles with rocks and sunny banks nearby
Western spadefoot <i>Scaphiopus hammondi</i>	-/SSC/-	Sierra Nevada foothills, Central Valley, Coast Ranges, coastal counties in southern California	Shallow streams with riffles; seasonal wetlands such as vernal pools in annual grasslands and oak woodlands
Northwestern pond turtle <i>Clemmys marmorata marmorata</i>	-/SSC/-	Oregon border of Del Norte and Siskiyou Counties south along the coast to San Francisco Bay, inland through the Sacramento Valley, and on the western slope of Sierra Nevada	Ponds, marshes, rivers, streams, and irrigation canals with muddy or rocky bottoms and with watercress, cattails, water lilies, or other aquatic vegetation in woodlands, grasslands, and open forests
Western burrowing owl <i>Athene cunicularia hypugea</i>	-/SSC/-	Lowlands throughout California, including the Central Valley, northeastern plateau, southeastern deserts, and coastal areas. Rare along south coast	Level, open, dry, heavily grazed or low-stature grassland or desert vegetation with available burrows

EXHIBIT B

Table B-2 Covered Species

Common Name and Scientific Name	Species Status ^a Federal/State/CNPS	California Distribution	Habitats
Tricolored blackbird <i>Agelaius tricolor</i>	-/SSC/-	Permanent resident in the Central Valley from Butte to Kern Counties. Breeds at scattered coastal locations from Marin to San Diego Counties and at scattered locations in Lake, Sonoma, and Solano Counties. Rare nester in Siskiyou, Modoc, and Lassen Counties	Nests in dense colonies in emergent marsh vegetation, such as tules and cattails, or upland sites with blackberries, nettles, thistles, and grainfields. Probably requires water at or near the nesting colony
Pacific Townsend's big-eared bat <i>Corynorhinus townsendii townsendii</i>	-/SSC/-	Distributed state-wide excluding sub-alpine and alpine regions; most abundant in mesic habitats.	Roosts in caves, tunnels, mines, and dark attics of abandoned buildings. Very sensitive to disturbances; may abandon a roost after one onsite visit
Midvalley fairy shrimp <i>Brachinecta mesovallensis</i>	-/-/-	Central Valley from Sacramento to Fresno Counties	Vernal pools
California fairy shrimp <i>Linderiella occidentalis</i>	-/-/-	Shasta County south to Fresno County and across the valley to the Coast and Transverse Ranges from Willits in Mendocino County south to near Sulfur Mountain in Ventura County	Large fairly clear vernal pools and lakes
Hartweg's golden sunburst <i>Pseudobahia bahiifolia</i>	E/E/1B.1	Scattered distribution in Central Valley from Yuba to Fresno Counties	Annual grassland, 50-500 feet
Bogg's Lake hedge-hyssop <i>Gratiola heterosepala</i>	-/E/1B.2	Scattered occurrences concentrated in the eastern Sacramento Valley and the Modoc Plateau	Vernal pools and shallow lake margins, < 4000 feet

EXHIBIT B

Table B-2 Covered Species

Common Name and Scientific Name	Species Status^a Federal/State/CNPS	California Distribution	Habitats
Dwarf downingia <i>Downingia pusilla</i>	-/-/2.2	Inner Coast Ranges, Southern Sacramento Valley and northern and central San Joaquin Valley	Vernal pools and swales, and wetland margins, < 500 feet
Ahart's dwarf rush <i>Juncus leiospermus</i> var. <i>ahartii</i>	-/-/1B.2	Eastern Sacramento Valley; northeastern San Joaquin Valley; Butte, Calaveras, Placer, Sacramento, and Yuba Counties	Vernal pool margins, 100–330 feet

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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, Management Analyst
 Teena L. Carlquist, Executive Assistant to the County Administrator
 Yuba County Government Center
 915 8th Street, Suite 115
 Marysville, CA 95901

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

Date: January 17, 2012
To: Board of Supervisors
From: Robert Bendorf, County Administrator
By: Grace Mull, Management Analyst
Re: Sheriff Facility Project Costs

Recommendation

It is recommended that the Board of Supervisors approve the use of previously designated capital project funds from Fund 229 Tobacco Securitization in an amount not to exceed \$210,000 for the new Sheriff's facility project costs.

Background

The Board of Supervisors previously designated, per state law, use of funds from the securitization of tobacco tax revenues towards the purchase of a new Sheriff's facility. Subsequently, on December 28, 2010, the Board of Supervisors approved the purchase of a vacant building on 720 Yuba Street as well as a vacant parcel located across the street on 7th Street in Marysville for the new Sheriff's facility.

Discussion

On August 23, 2011, the Board of Supervisors approved a preliminary budget for the design and development of the new facility. The approval included the recommendation of two funding sources (Fund 186 Law Enforcement Impact Fees and Fund 200 Public Facility Capital Outlay) to be utilized to reimburse Administrative Services for the costs associated with the project.

After further discussion and review among the County finance departments, it is recommended that proceeds from Fund 229 be used in an amount not to exceed \$210,000.

Committee

This item did not go to Committee as the request does not change the previously approved project costs but merely identifies another funding source.

Fiscal Impact

There is no impact to the General Fund as a result of this request.

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*ORDINANCES
AND
PUBLIC HEARINGS*

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The County of Yuba

Fish and Game Commission

Date: January 17, 2012

To: Honorable Board of Supervisors, Yuba County

From: Yuba County Fish and Game Advisory Commission
Deborah Byrne, Commission Chair

Subject: Resolution modifying the number of Deer Tags as proposed by the State Department of Fish and Game for 2012-2013 Either-Sex Deer Hunts to match the same number of tags issued for 2011.

RECOMMENDATION: Adopt attached resolution to modify the number of deer tags proposed for the State Department of Fish and Game's 2012-2013 Either-Sex Deer Hunts to match the 2011 deer tag numbers.

BACKGROUND: The Yuba County Board of Supervisors received correspondence (dated December 5, 2011) from the California Department of Fish and Game (DFG) informing the Board of the proposed DFG's recommendation to allow either-sex deer hunts within Yuba County for 2012-2013. The correspondence also outlined some possible increases in the number of either-sex deer tags to be issued.

DISCUSSION: In order to object or modify the DFG recommendation, a resolution objecting or modifying the recommendation must be sent to DFG by January 31, 2012. Should the Board of Supervisors object or decide to modify the DFG proposal, a public hearing must be held. The issue of either-sex deer hunts was discussed by the Yuba County Fish and Game Advisory Commission on January 5, 2012.

FISCAL IMPACT: None

COMMITTEE ACTION: The Yuba County Fish and Game Advisory Commission at their January 5, 2012 meeting unanimously approved a motion to recommend to the Yuba County Board of Supervisors to modify the number of deer tags proposed for the State Department of Fish and Game's 2012-2013 Either-Sex Deer Hunts to match the 2011 deer tag numbers as follows:

- G-19 Sutter-Yuba Wildlife Areas Either-Sex Deer Hunt – 25 Tags
- J-8 Daugherty Hill Wildlife Area Apprentice Either-Sex Deer Hunt – 15 Tags
- J-16 Bucks Mountain-Nevada City Apprentice Either-Sex Deer Hunt – 10 Tags
- J-17 Blue Canyon Apprentice Either-Sex Deer Hunt – 5 Tags;

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

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

IN RE:

**RESOLUTION MODIFYING THE)
NUMBER OF EITHER-SEX DEER)
TAGS AS PROPOSED BY THE STATE)
DEPARTMENT OF FISH AND GAME)
FOR THE 2012-2013)
EITHER-SEX DEER HUNTS)**

RESOLUTION NO. _____

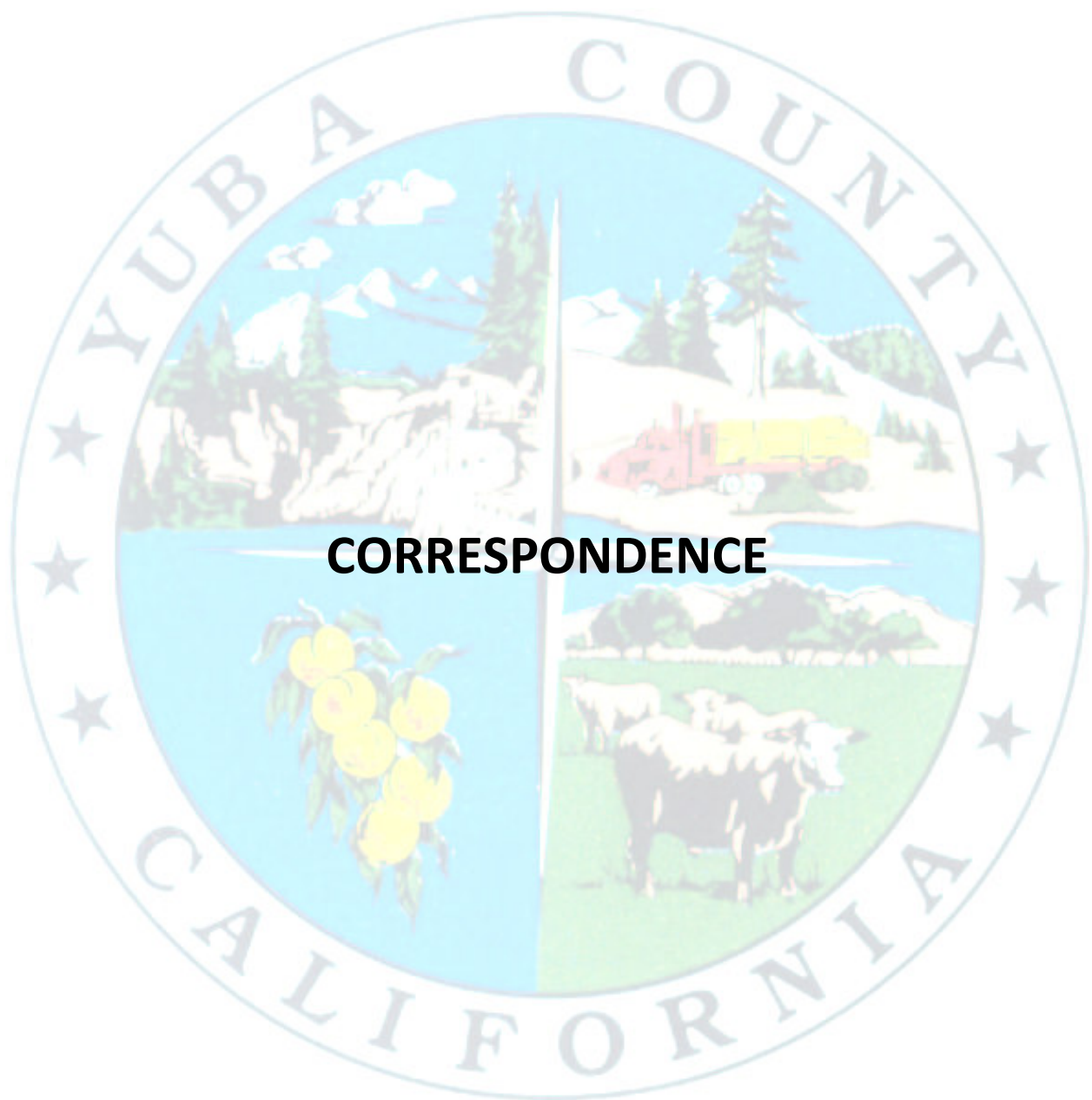
WHEREAS, this Board was duly notified of the intent of the State Department of Fish and Game to recommend the following 2012 – 2013 deer hunts:

- G-19 Sutter-Yuba Wildlife Areas Either-Sex Deer Hunt
- J-8 Daugherty Hill Wildlife Area Apprentice Either-Sex Deer Hunt
- J-16 Bucks Mountain-Nevada City Apprentice Either-Sex Deer Hunt
- J-17 Blue Canyon Apprentice Either-Sex Deer Hunt; and

WHEREAS, this Board duly noticed and held a hearing at its regular meeting on January 17, 2012; and

WHEREAS, the Board of Supervisors considered the recommendation of the Yuba County Fish and Game Advisory Commission to modify the State Department of Fish and Game's number of tags issued for 2012-2013 to the same number of tags issued in 2011 as follows:

- G-19 Sutter-Yuba Wildlife Areas Either-Sex Deer Hunt – 25 Tags
- J-8 Daugherty Hill Wildlife Area Apprentice Either-Sex Deer Hunt – 15 Tags
- J-16 Bucks Mountain-Nevada City Apprentice Either-Sex Deer Hunt – 10 Tags



CORRESPONDENCE



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J-17 Blue Canyon Apprentice Either-Sex Deer Hunt – 5 Tags;

NOW, THEREFORE, BE IT RESOLVED that this Board pursuant to Sections 458 and 459 of the Fish and Game Code, hereby respectfully modify the number of tags issued by the Department of Fish and Game's Either-Sex Deer Hunts for 2012 – 2013 in areas G-19 to 25 tags; J-8 to 15 tags; J-16 to 10 tags and J-17 to 5 tags.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of January, 2012 by the following vote:

AYES:

NOES:

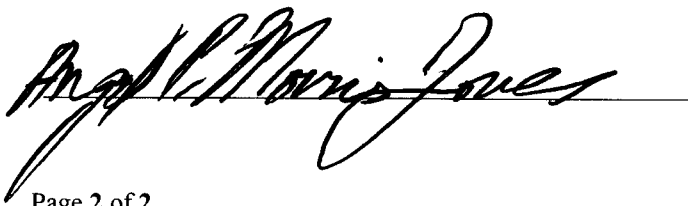
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

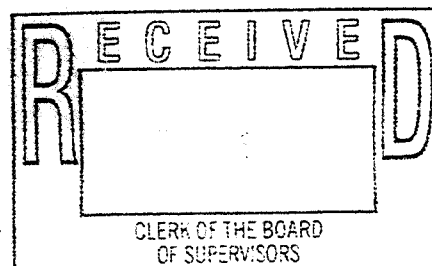
ANGIL P. MORRIS-JONES
YUBA COUNTY COUNSEL
APPROVED AS TO FORM:



Angil P. Morris-Jones



December 5, 2011



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

RECEIVED

DEC 09 2011

**YUBA COUNTY DEPT.
OF AGRICULTURE**

Dear Supervisors:

This is to inform you of the Department of Fish and Game's intent to recommend to the Fish and Game Commission the following 2012-13 deer hunt(s):

- G-7 Beale Either-Sex Deer Hunt
- G-19 Sutter-Yuba Wildlife Areas Either-Sex Deer Hunt
- J-8 Daugherty Hill Wildlife Area Apprentice Either-Sex Deer Hunt
- J-16 Bucks Mountain Nevada City Apprentice Either-Sex Deer Hunt
- J-17 Blue Canyon Apprentice Either-Sex Deer Hunt

The recommendation for the attached proposal(s) will be formally received by the Commission at its December 15, 2011 meeting.

Pursuant to sections 458 and 459 of the Fish and Game Code, you are hereby notified of the Department's recommendation affecting your county. In order to object or modify the proposal, the Board of Supervisors must accept public testimony or other information at a public hearing prior to February 1 to assist in the decision making process. Any objections or recommendations for change must be by resolution and received in writing by the Department no later than January 31. Any objections or recommendations for change received after this date will not be considered. If the Board does not wish to exercise this veto authority, it is not necessary to hold a public hearing in consideration of this matter. If no response is received by this date, the Department will consider the proposal approved and proceed with the regulatory process to implement the hunt.

Please note that the military installation hunt proposals are included for informational purposes only. These lands are exempt from the County veto authority over antlerless/either-sex hunts under Section 3453(b) of the Fish and Game Code.

Attached is the proposed regulatory language for above described hunt(s). If you have any questions regarding this recommendation, please contact Craig Stowers at (916) 445-3553 or at the letterhead address above. Comments and recommendations

**ADDITIONAL
CORRESPONDENCE**

BOS CORRESPONDENCE B

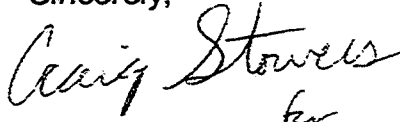
Conserving California's Wildlife Since 1870

cc F&G Commission

related to the proposal(s) may be provided to the Fish and Game Commission at 1416 Ninth Street, Sacramento, California 95814.

We look forward to your cooperation in managing our deer resources.

Sincerely,

A handwritten signature in cursive script, appearing to read "Eric Loft", written in dark ink.

for
Eric Loft, Chief
Wildlife Branch

Attachment(s)

cc: Fish and Game Commission
Sacramento, California

Kent Smith, Regional Manager
Department of Fish and Game
Rancho Cordova, California

§360. Deer.

Except as otherwise provided in this Title 14, deer may be taken only as follows:

(c) Additional Hunts

(4) G-7 (Beale Either-Sex Deer Hunt).

(A) Area: That portion of Yuba County lying within the exterior boundaries of Beale Air Force Base.

(B) Season: The season for additional hunt G-7 (Beale Either-Sex Deer Hunt) shall open on the third Saturday in August and extend for 79 consecutive days, except if rescheduled by the Commanding Officer with Department concurrence between the season opener and December 31.

(C) Bag and Possession Limit: One either-sex deer (see subsection 351(c)) per tag.

(D) Number of Tags: 20 (military only).

(E) Special Conditions:

1. Only shotguns with single slugs or muzzleloading rifles, crossbows, and archery equipment as specified in sections 353 and 354 may be used.
2. In the event the Commanding Officer cancels the hunt, G-7 tagholders may exchange the unused tag for any remaining deer tag and have accumulated and earned preference points restored pursuant to Section 708.14.

§360. Deer.

Except as otherwise provided in this Title 14, deer may be taken only as follows:

(c) Additional Hunts

(11) G-19 (Sutter-Yuba Wildlife Areas Either-Sex Deer Hunt).

(A) Area: Those portions of Yuba and Sutter counties within the exterior boundaries of: (1) the Feather River Wildlife Area, and (2) the Sutter Bypass Wildlife Area (as defined in Section 550, Title 14, CCR).

(B) Season: The season for additional hunt G-19 (Sutter-Yuba Wildlife Areas Either-Sex Deer Hunt) shall open on the fourth Saturday in September and extend through December 31.

(C) Bag and Possession Limit: One either-sex deer (see subsection 351(c)) per tag.

(D) Number of Tags: 2510-50.

(E) Special Conditions: Only archery equipment and crossbows (as specified in Section 354) and shotguns and ammunition (as specified in Section 353) may be used.

§360. Deer.

Except as otherwise provided in this Title 14, deer may be taken only as follows:

(c) Additional Hunts

(30) J-8 (Daugherty Hill Wildlife Area Apprentice Either-Sex Deer Hunt).

(A) Area: That portion of Yuba County within the exterior boundaries of the Daugherty Hill Wildlife Area (as defined in Section 550, Title 14, CCR).

(B) Season: The season for additional hunt J-8 (Daugherty Hill Wildlife Area Apprentice Either-Sex Deer Hunt) shall open on the first Saturday in December and extend through December 31.

(C) Bag and Possession Limit: One either-sex deer (see subsection 351(c)) per tag.

(D) Number of Tags: 15-20.

(E) Special Conditions:

1. Only junior license holders shall apply (see subsection 708.2).
2. Tagholders shall be accompanied by an adult chaperon 18 years of age or older while hunting.
3. Tagholders shall attend an orientation meeting the day before the opening day of the season.

§360. Deer.

Except as otherwise provided in this Title 14, deer may be taken only as follows:

(c) Additional Hunts

(38) J-16 (Bucks Mountain-Nevada City Apprentice Either-Sex Deer Hunt).

(A) Area: Excluding Butte, Colusa and Glenn Counties, in those portions of Nevada, Placer, Plumas, Sierra, Sutter and Yuba Counties within the area described as zone D-3 (see subsection 360(a)(4)(A)1).

(B) Season: The season for additional hunt J-16 (Bucks Mountain-Nevada City Apprentice Either-Sex Deer Hunt) shall be concurrent with the zone D-3 general season as defined in subsection 360(a)(4)(B).

(C) Bag and Possession Limit: One either-sex deer (see subsection 351(c)) per tag.

(D) Number of Tags: 10-75.

(E) Special Conditions:

1. Only junior license holders shall apply (see subsection 708.2).
2. Tagholders shall be accompanied by an adult chaperon 18 years of age or older while hunting.

§360. Deer.

Except as otherwise provided in this Title 14, deer may be taken only as follows:

(c) Additional Hunts

(39) J-17 (Blue Canyon Apprentice Either-Sex Deer Hunt).

(A) Area: Excluding Colusa County, in those portions of Nevada, Placer, Sacramento, Sutter, Yolo and Yuba Counties within the area described as zone D-4 (see subsection 360(a)(4)(A)2).

(B) Season: The season for additional hunt J-17 (Blue Canyon Apprentice Either-Sex Deer Hunt) shall be concurrent with the zone D-4 general season as defined in subsection 360(a)(4)(B).

(C) Bag and Possession Limit: One either-sex deer (see subsection 351(c)) per tag.

(D) Number of Tags: 5-25.

(E) Special Conditions:

1. Only junior license holders shall apply (see subsection 708.2).
2. Tagholders shall be accompanied by an adult chaperon 18 years of age or older while hunting.

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

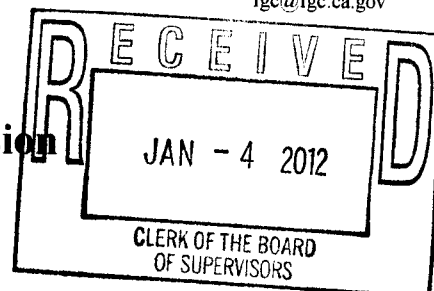
EDMUND G. BROWN, JR.



Governor

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

STATE OF CALIFORNIA
Fish and Game Commission



January 6, 2012

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 27.80, Title 14, California Code of Regulations, relating to ocean salmon sport fishing, which will be published in the California Regulatory Notice Register on January 6, 2012.

This proposed regulatory action pertains only to the April 2012 ocean salmon sport fishing regulations. A second notice that pertains to the ocean salmon sport fishing regulations beginning May 1, 2012 will be published at a later date.

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

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

Sincerely,

Sherrie Fonbuena

Sherrie Fonbuena
 Associate Governmental Program Analyst

Attachment

1-5-12:CC Fish and Game Advisory Commission

1-17-2012:Correspondence A

TITLE 14. Fish and Game Commission Notice of Proposed Changes in Regulations

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 202, 205, 220, 240, 316.5 and 2084 of the Fish and Game Code and to implement, interpret or make specific sections 200, 202, 205, 316.5 and 2084 of said Code, proposes to amend Section 27.80, Title 14, California Code of Regulations, relating to early season ocean salmon sport fishing.

Informative Digest/Policy Statement Overview

On May 1, 2011, the National Marine Fisheries Service (NMFS) implemented the 2011 Federal ocean salmon regulations, which included Pacific Fishery Management Council (PFMC) recommendations for dates to open the 2012 California ocean salmon recreational fishing season south of Horse Mountain. While Federal waters below Horse Mountain are scheduled to open on April 7, 2012 with the same fishing regulations in effect as in 2011, State waters are scheduled to remain closed. The 2012 season openers were not adopted into the State's ocean salmon regulations last year due to the possibility that these opener dates, along with minimum size limits, bag limits, and open fishing days, may be modified by NMFS/PFMC in March 2012 based on the most up-to-date salmon abundance information for target stocks and salmon species of special concern, including Sacramento River Winter Chinook which is listed as endangered under both State and Federal Endangered Species Acts (ESAs).

The Department of Fish and Game (Department) is proposing modification to the annual Commission ocean salmon regulatory process to synchronize salmon data availability and the Federal regulatory timeline with the State's rulemaking requirements so that rules are effective in a timely manner. Two separate Commission actions are necessary to conform the state regulations to new federal rules; the first action taken after the March 2-7, 2012 PFMC meeting and the second action taken after the April 1-6, 2012 PFMC meeting.

Proposal Overview

This regulatory proposal will provide increased flexibility for alignment of the annual Federal and State ocean salmon recreational fishing regulatory processes and ensure for adequate public notice of any possible NMFS March or April regulatory action. The proposal is outlined below:

- 1) Restructure Section 27.80, Title 14, CCR, as follows:
 - a. Different subsections (c) and (d) for the salmon fishing season in effect 1) April 7 through April 30 and 2) on or after May 1, respectively.
 - b. Allow for varied regulations among management areas, including different size limits, bag limits, days open, and periodic closures during the two time periods above to provide increased protection of California salmon stocks, especially those listed under State and Federal ESAs.
- 2) Concurrent notice of two Initial Statements of Reasons (ISOR).
 - a. In March, the first ISOR will amend subsection (c) to adopt Federal ocean salmon recreational fishing regulations in effect April 7 through April 30, 2012.
 - b. In April, the second ISOR will amend subsection (d) to adopt Federal ocean salmon recreational fishing regulations in effect on or after May 1, 2012.

This is the first ISOR to restructure Section 27.80 and add the 2012 ocean season regulations effective April 7 through April 30, 2012 as subsection (c) of Section 27.80.

Proposed Regulations

For public notice purposes to facilitate Commission discussion, the Department is proposing three regulatory options to encompass all possible actions for Commission consideration:

Option 1 – Varied season dates in all areas

The date ranges in the following areas are proposed to encapsulate all possibilities of the Commission final action on the Federal regulations in effect April 7 through April 30, 2012. This approach will allow final State ocean salmon recreational fishing regulations to be in effect at the same time as salmon regulations in federal ocean waters.

- (1) For the all waters of the ocean north of Horse Mountain and in Humboldt Bay: Closed to fishing in April. The remainder of the 2012 season will be decided in April by the PFMC and Commission and the section will be amended pursuant to the regulatory process.
- (2) For all areas south of Horse Mountain: The season, if any, may occur within the range of April 7 to April 30, 2012. The proposed bag limit will be from 1 to 2 fish and the proposed minimum size will be from 20 to 26 inches total length. The exact opening and closing dates, along with bag limit, minimum size, and days of the week open will be determined in March and may be different for each sub-area.

Option 2 - No fishing in all areas

This is the same as the no change option since all ocean salmon recreational fishing seasons are currently closed in the Section 27.80 regulations. Regulation changes are proposed to clarify that all areas are closed and establish the new subsection (c) for the next ISOR.

Option 3 - A possible combination of Option 1 and 2 may be developed after more information is available from the NMFS and PFMC.

This may include different opening and closing dates, bag limits, size limits, days of week open and periodic closures among management areas.

The benefits of the proposed regulations are concurrence with Federal law, sustainable management of ocean salmon resources, and promotion of businesses that rely on recreational ocean salmon fishing.

The proposed regulations are neither inconsistent nor incompatible with existing state regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Resources Building Auditorium, 1416 Ninth Street, Sacramento, California, on Thursday, February 2, 2012, at 8:30 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Mission Inn Hotel, 3649 Mission Inn Avenue, Riverside, California, on Wednesday, March 7, 2012 at 8:30 a.m., or as soon thereafter as the matter may be heard. **It is requested, but not required, that written comments be submitted on or before February 29, 2012** at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on March 5, 2012. All comments must be received no

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

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

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

(e) Nondiscretionary Costs/Savings to Local Agencies: None.

(f) Programs Mandated on Local Agencies or School Districts: None.

(g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None.

(i) Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The benefits of the proposed regulations are concurrence with Federal law, sustainable management of ocean salmon resources, and promotion of businesses that rely on recreational ocean salmon fishing.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

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

FISH AND GAME COMMISSION

Dated: December 27, 2011

Sonke Mastrup
Executive Director

later than March 7, 2011, at the hearing in Riverside, CA. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in ~~strikeout~~-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Sherrie Fonbuena at the preceding address or phone number. **Ms. Marija Vojkovich, Regional Manager of the Marine Region, at (805) 568-1246, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action

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

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

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The proposed changes are necessary for the continued preservation of the resource and therefore the prevention of adverse economic impacts.

- (b) Impact on the Creation or Elimination of Jobs within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California: None.

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

EDMUND G. BROWN, JR.



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

STATE OF CALIFORNIA

Fish and Game Commission

January 3, 2012

This is to provide you with a copy of the notice of proposed regulatory action relative to sections 28.29, 52.10, and 150.16, Title 14, California Code of Regulations, relating to Greenling Total Allowable Catch, Recreational Sub-bag Limits, and Cumulative Trip Limits, which will be published in the California Regulatory Notice Register on January 6, 2012.

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

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

Sincerely,


Sheri Tiemann
Staff Services Analyst

Attachment

TITLE 14. Fish and Game Commission Notice of Proposed Changes in Regulations

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by sections 200, 202, 205, 702, 7071, 8587.1 and 8588 of the Fish and Game Code and to implement, interpret or make specific sections 97, 200, 202, 205, 1802, 7056, 7071, 8585.5, 8586, 8587, 8587.1, and 8588, Fish and Game Code; 50 CFR Part 660, Subpart G; 50 CFR 660.384; and 14 CCR 27.20, proposes to amend sections 28.29, 52.10, and 150.16, Title 14, California Code of Regulations, relating to Greenling Total Allowable Catch, Recreational Sub-bag Limits, and Cumulative Trip Limits.

Informative Digest/Policy Statement Overview

Current state regulations provide for: a statewide total allowable catch (TAC) for greenlings of the genus *Hexagrammos*, allocation of the TAC for greenlings between the recreational and commercial fisheries, and establishment of commercial trip limits and recreational sub-bag limits for greenlings.

The Marine Life Management Act of 1998 establishes the Legislature's concern for the status of nearshore fish stocks off California, particularly nearshore rockfish, California scorpionfish, cabezon, greenlings, and California sheephead which are targeted by recreational and commercial fisheries in the state. Sections 7071 and 8587.1 of the Fish and Game Code authorize the Commission to adopt regulations based on the advice and recommendations of the Department to regulate nearshore fish stocks and fisheries. However, regulatory authority is shared jointly between state and federal governments in the case of species which are also included in the Federal Groundfish Fishery Management Plan – including kelp greenling. As a result, the state's regulatory and management actions must not allow catches of these species to exceed these federally established levels, nor can they conflict with other federal regulations such as fishing seasons, trip limits and bag limits. The state may however, impose additional and/or more restrictive requirements as it sees fit. As a result, while kelp greenling is also managed at the federal level using ACLs, the state may regulate the resource more actively—setting TACs, sector allocations and commercial trip limits.

Past stock status determination methodologies, used on both the federal and state side, only used historical catch data in determining future harvest levels. At the federal level, a new methodology was approved for use in determining allowable harvest amounts for data poor stocks (which includes kelp greenling). The new methodology resulted in a higher, sustainable federal harvest level, and the Department is proposing to increase the state TAC in conformance with the new, higher federal ACL level. In conjunction with the higher TAC, modifications to the recreational sector allocation, the recreational sub-bag limits and commercial bi-monthly trip limits are also proposed.

Proposed Management Changes

The Department proposes the following modifications to Sections 28.29, 52.10, and 150.16, Title 14, CCR:

- Increase the recreational sub-bag limit for greenlings from two fish to ten fish.

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed or would be as effective and less burdensome to affected private persons or would be more cost-effective to affected private persons and equally effective in implementing the statutory policy or other provision of law than the proposal described in this Notice.

FISH AND GAME COMMISSION

Dated: December 27, 2011

Sonke Mastrup
Executive Director

- Increase the statewide TAC for greenlings from 37,600 pounds (approximately 17 metric tons) to 121,900 pounds (55.3 metric tons) consistent with the federally adopted kelp greenling ACL contribution to the federal "Other Fish" complex. This will provide an increase to the TAC that is more than three times the current TAC.
- Modify allocation to recreational sector to highest recent catch and manage the commercial sector such that yearly harvest will not exceed the remainder of the TAC.
- Increase the commercial bimonthly trip limits from the current 25 pounds per two months, to a value between zero and 300 pounds per two months.

The proposed management actions would relax recreational fishing regulations for greenlings statewide, and may have positive impacts to some businesses in California. Sport fishing business owners, boat owners, tackle store owners, boat manufacturers, vendors of food, bait, fuel and lodging, and others that provide goods or services to those that recreationally pursue greenlings off California may be positively affected to some degree from increases to business relative to previous management cycles. Likewise, commercial fishing industry businesses and coastal communities may realize positive benefits from increased bimonthly trip limits and catches, a decrease to regulatory discarding, and the possibility of a longer open season for greenlings (and thus a more consistent product for markets).

The proposed regulations are neither inconsistent nor incompatible with existing state regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, on all options relevant to this action at a hearing to be held at the Natural Resources Building Auditorium, 1416 Ninth Street, Sacramento, California, on Thursday, February 2, 2012 at 8:30 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, on all actions relevant to this action at a hearing to be held at The Mission Inn, 3649 Mission Inn Avenue, Riverside, California, on Wednesday, March 7, 2012 at 8:30 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before February 29, 2012, at the address given below, or by fax at (916) 653-5040, or by e-mail to FGC@fgc.ca.gov. **Written comments mailed, faxed or e-mailed to the Commission office, must be received before 5:00 p.m. on March 5, 2012. All comments must be received no later than March 7, 2012, at the hearing in Riverside, CA.** If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in ~~strikeout~~-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sheri Tiemann at the preceding address or phone number. **Marijia Vojkovich, Regional Manager, Marine Region, Department of Fish and Game, phone (805) 568-1246, has been designated to respond to questions on the substance of the proposed regulations.**

Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action

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

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

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states.

The proposed management actions would relax recreational fishing regulations for greenlings statewide, and may have positive impacts to some businesses in California. Sport fishing business owners, boat owners, tackle store owners, boat manufacturers, vendors of food, bait, fuel and lodging, and others that provide goods or services to those that recreationally pursue greenlings off California may be positively affected to some degree from increases to business relative to previous management cycles. Likewise, commercial fishing industry businesses and coastal communities may realize positive benefits from increased bimonthly trip limits and catches, a decrease to regulatory discarding, and the possibility of a longer open season for greenlings (and thus a more consistent product for markets). However, anticipated impacts are speculative and would vary considerably by geographic location and by the nature and extent of the regulatory action taken.

(b) Economic Impact Analysis Assessment pursuant to Gov. Code sec. 11346.3(b):

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

The proposed regulatory action could produce some impact on the creation or elimination of jobs or businesses that rely on recreational or commercial fishing for greenlings. However, the degree of impact is highly speculative in nature and cannot be quantified. See response to VI(a) above.

Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The proposed management actions would relax recreational fishing regulations for greenlings statewide, and may have positive impacts to some businesses in California. Sport fishing business owners, boat owners, tackle store owners, boat manufacturers, vendors of food, bait, fuel and lodging, and others that provide goods or services to those that recreationally pursue greenlings off California may be positively affected to some degree from increases to business relative to previous management cycles. Likewise, commercial fishing industry businesses and coastal communities may realize positive benefits from increased bimonthly trip limits and catches, a decrease to regulatory discarding, and the possibility of a longer open season for greenlings (and thus a more consistent product for markets).

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

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

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

None

(e) Nondiscretionary Costs/Savings to Local Agencies: None

(f) Programs mandated on Local Agencies or School Districts: None

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None

(h) Effect on Housing Costs: None

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business.

The County of Yuba

AUDITOR - CONTROLLER



C. RICHARD EBERLE

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

December 30, 2011

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

Honorable Members:

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

YUBA COUNTY WATER AGENCY
YUBA COUNTY WATER AGENCY

JUNE 30, 2010
JUNE 30, 2011

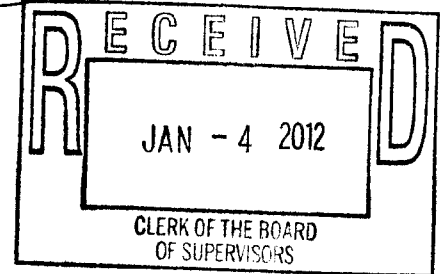
Yours truly,

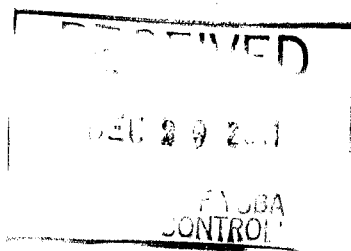
A handwritten signature in black ink, appearing to read "C. Eberle", is written over a horizontal line.

C. Richard Eberle,
Auditor-Controller

CRE/mrj
Enclosure (1)

BOS CORRESPONDENCE B





TRANSMITTAL

TO: Financial Statement Recipients DATE 12/22/2011

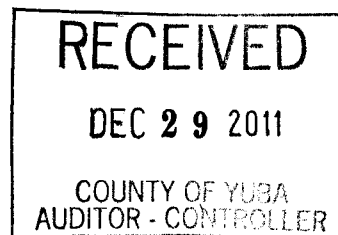
FROM: Terry Peterson
Administrative Assistant cc

SUBJECT: Financial Statements for FY Ending SENT VIA US Mail
June 30, 2011

ENCLOSED

Please find Yuba County Water Agency's Financial Statements together with Independent Auditors' reports for the Years End June 30, 2011 and 2010. If you have any questions or concerns please contact Page Hensley at 530.741.6278 x 110.

Thank you

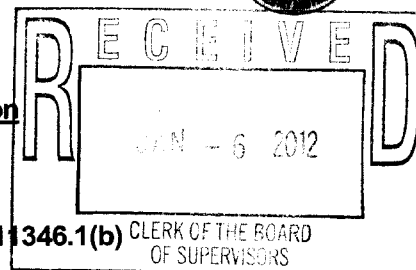


BOARD OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246
SACRAMENTO, CA 94244-2460
Website: www.bof.fire.ca.gov
(916) 653-8007

**State Board of Forestry and Fire Protection**

**Notice of Public Comment Period
and
Findings Pursuant to Government Code Section 11346.1(b)**

**Emergency Rules to Implement State Responsibility Area Fees**

Notice Date: January 12, 2012

The California Board of Forestry and Fire Protection (hereafter "BOF") is promulgating an emergency regulation necessary to implement AB X1 29, Chapter 741, Statutes of 2011. This action is being taken in accordance with Government Code Sections 11346.1 and 11349.6 of the California Administrative Procedures Act.

Pending Board approval of this emergency regulation at their regularly scheduled meeting of January 11, 2012, **this regulation will be submitted to the Office of Administrative Law on January 12, 2012.**

If you wish to comment on proposed emergency regulations, you must submit the comment directly to the Office of Administrative Law (hereafter "OAL") within five **calendar** days of OAL's posting of the proposed emergency regulations on the OAL web site. You may submit comments on proposed emergency regulations to:

Mail:

OAL Reference Attorney
300 Capitol Mall, Suite 1250
Sacramento, California 95814

Fax:

(916) 323-6826

E-mail:

staff@oal.ca.gov.

It is anticipated in this instance that OAL will accept and consider all comments submitted by the specified deadline. However, pursuant to Government Code Section 11349.6(b), OAL is not compelled to do so, "if the emergency situation clearly poses such an immediate, serious harm that delaying action to allow public comment would be inconsistent with the public interest."

When you submit a comment to OAL, you must also submit a copy of your comment to the rulemaking agency's specified contact person.

The Board's mission is to lead California in developing policies and programs that serve the public interest in environmentally, economically, and socially sustainable management of forest and rangelands, and a fire protection system that protects and serves the people of the state.

OAL will confirm that the agency has received the comment before considering it. Pursuant to Title 1, California Code of Regulations, Section 55(b)(1) through (4), the comment must state that it is about an emergency regulation currently under OAL review, and include the topic of the emergency.

The BOF is not required to respond to comments submitted. However, should the BOF choose to respond, it must submit its response to OAL within eight (8) **calendar** days following the date of submission of the proposed emergency regulation to OAL, unless specific exceptions are applicable. [Title 1 CCR Section 55]

Mail:

George Gentry
Executive Officer
California Board of Forestry and Fire Protection
P.O. Box 944246
Sacramento, CA 944244-2460

Fax:

(916) 653-0989

E-mail:

Board.public.comments@fire.ca.gov

Comments must be received by 5:00 PM, January 17, 2012. It is requested, but not required, that written statements or arguments be submitted in triplicate.

I. FINDINGS OF EMERGENCY

The following findings serve as the basis for the Board of Forestry and Fire Protection's proposed action to adopt emergency regulations to implement a program for collection of "State Responsibility Area Fire Prevention Fees":

1. Pursuant to Public Resources Code Section 4212(c), authorized by the Governor's approval of Assembly Bill Number 29 of the First Extraordinary Session of 2011, promulgation of these regulations is expressly deemed an emergency by the State Legislature and necessary for the immediate preservation of the public peace, health and safety, and the general welfare.

2. Existing law requires the Board of Forestry & Fire Protection (hereafter "BOF") to designate areas of the state as "State Responsibility Area" (hereafter "SRA"), and for the Department of Forestry & Fire Protection (hereafter "CAL FIRE") to provide protection of life, property, and natural resources from the effects of fire. SRA lands cover about thirty-one (31) million acres in fifty-six (56) counties, and include an estimated 1.1 million to 1.5 million individual parcels.

3. The newly enacted statute, Public Resources Code Section 4210 provides a legislative finding and declaration that protection of public trust resources from the effects of fire on lands in SRA remains of vital interest to the citizens of California.

This Section further states that lands covered in whole or part by a diverse plant community, when protected from the effects of fire, prevent excessive erosion, slow runoff of precipitation, reduce sedimentation, and accelerate water percolation to assist in the maintenance of critical sources of water for environmental, irrigation, domestic, or industrial uses.

4. The newly enacted statute, Public Resources Code Section 4210 provides a legislative finding and declaration that the presence of structures within SRA can pose an increased risk of fire ignition and an increased potential for fire damage within the state's wildlands and watersheds. The presence of structures within SRA can also impair wild land firefighting techniques and could result in greater damage to state resources caused by wildfires.

5. The newly enacted statute, Public Resources Code Section 4210 provides a legislative finding and declaration that the costs of fire prevention activities aimed at reducing the effects of structures upon State fire protection responsibilities in SRA should be borne by the owners of these structures.

6. The newly enacted statute, Public Resources Code Section 4210 provides a legislative finding and declaration that Individual owners of structures within SRA receive a disproportionately larger benefit from fire prevention activities than that realized by the state's citizens generally.

7. The newly enacted statute, Public Resources Code Section 4210 provides a legislative finding and declaration of intent that the economic burden of fire prevention activities associated with habitable structures in SRA be equitably distributed among the citizens of the state who generally benefit from such activities and those citizens who receive a specific benefit toward the protection of their habitable structures in SRA.

8. The newly enacted statute, Public Resources Code Section 4210 provides a legislative finding and declaration that it is necessary to impose a fire prevention fee upon individual owners of structures in SRA to fund fire prevention activities in those areas from which such owners derive a specific benefit.

9. The newly enacted statute, Public Resources Code Section 4212 directs the Board of Forestry and Fire Protection to adopt emergency regulations that establish an "SRA Fire Prevention Fee" in an amount not to exceed one hundred-fifty dollars (\$150.00) for each structure on a parcel within the SRA boundary.

10. The newly enacted statute, Public Resources Code Section 4212 provides a legislative finding and declaration that fire prevention fees of not more than one hundred-fifty dollars (\$150.00) per habitable structure are a reasonable amount for the necessary fire prevention activities of the state that benefits individual owners of such structures within the SRA boundary.

11. The newly enacted statute, Public Resources Code Section 4214 specifies that all SRA Fire Prevention Fees collected, notwithstanding provisions for reimbursement of administrative costs incurred by the State Board of Equalization, State Board of Forestry & Fire Protection, and Department of Forestry & Fire Protection, shall be deposited into the "State Responsibility Area Fire Prevention Fund" to be created in the State Treasury.

All fees collected in excess of administrative costs of the program shall be expended only for fire prevention activities in the SRA. The collected fees may be expended in the form of local assistance grants, grants to Fire Safe Councils, the California Conservation Corps, or certified local conservation corps, or grants to qualified nonprofit organizations.

The collected fees may also be expended for defensible space inspections pursuant to Public Resources Code Section 4291, public education, fire severity and hazard mapping, or other fire prevention projects authorized by the Board of Forestry & Fire Protection.

II. AUTHORITY AND REFERENCE

Assembly Bill Number 29 of the First Extraordinary Session (hereafter "ABX1 29") was authored by Assemblyman Blumenfield and sought to create a fee for State fire prevention services. According to the bill, this fee was to be exclusively charged to individual owners of structures in areas designated by the State Board of Forestry and Fire Protection as "State Responsibility Area" (hereafter "SRA") for fire protection. The rationale for this exclusive fee for services, as specified in the bill, is that individual owners of structures in the SRA receive a "disproportionately larger benefit" from State fire prevention activities than the general citizenry (see Public Resources Code Section 4210(d)). As the Legislature found that structures within the SRA may pose an increased risk of fire ignition and increased potential for fire-related damage to the natural resources of the State, it was deemed appropriate to create a fee-based funding mechanism to support State fire prevention efforts in the SRA.

On June 15, 2011, the California State Senate, on a vote of 23 Ayes and 16 Noes, approved ABX1 29. Senate amendments to the bill were concurred in that day and the Assembly, on a vote of 52 Ayes to 26 Noes likewise approved the bill. On July 7, 2011, Governor Edmund G. Brown, Jr. signed ABX1 29 into law and it was filed with the Secretary of State on the following day.

In approving ABX1 29, the State Legislature declared the following as found in the enacted statute, Section 4212(c) of the Public Resources Code:

The adoption of emergency regulations shall be deemed an emergency and necessary for the immediate preservation of the public peace, health, and safety, or general welfare.
(Underline added for emphasis)

The statute being implemented, interpreted, and made specific is Chapter 741/Statutes 2011 adding Public Resources Code Sections 4210-4228. Pursuant to the authority provided by the enacted statute, the Board of Forestry and Fire Protection (BOF) proposes to add Chapter 13 to Title 14 of the California Code of Regulations. Within new Chapter 13, the Board proposes to add Sections 1665.1-1665.8 in accordance with the provisions of the statute. In addition to the newly enacted statute, references utilized in the development of the proposed emergency regulation include Sections 4003, 4102, 4111, 4114, and 4125 of the Public Resources Code.

III. INFORMATIVE DIGEST/PLAIN ENGLISH POLICY STATEMENT OVERVIEW

Section 4210 *et seq.* of the Public Resources Code imposes an annual "State Responsibility Area Fire Prevention Fee."

This fee is to be paid by individual owners of habitable structures located on lands that lie within a designated State Responsibility Area (SRA). The Board designates SRA boundaries pursuant to Public Resources Code Section 4102. SRA lands roughly correspond to areas that are covered in timber and other vegetation, or contiguous rangelands, which provide watershed value. They do not include areas within federal ownership or within incorporated cities. The emergency regulations reference the statutory definition of SRA.

Section 1665.1 of the proposed emergency regulation simply references the authority for the regulation found in newly enacted statute, Public Resources Code Section 4210, *et seq.*

Section 1665.2 of the proposed emergency regulation provides definitions for the following terms utilized throughout the remainder of the regulation: "Dwelling Unit," "Habitable Structure," "Manufactured Home," "Mobile Home," "Property Owner," "State Responsibility Area," "Benefit Fee," and "Fire Prevention Fund." Clear definition of these terms is critical to implementation of the regulation and comprehension of its effects by the affected regulated public. For example, in accordance with Public Resources Code Section 4211(a), this emergency regulation defines "habitable structure" as a building that contains one or more dwelling units or that can be occupied for residential use. Such structures provide independent living facilities for one or more persons, including provisions for living, sleeping, eating, cooking, and sanitation. Examples would include single family homes, multi-dwelling structures, mobile and manufactured homes, and condominiums. Habitable structures do not include incidental buildings such as detached garages, barns, outdoor sanitation facilities, and sheds.

Section 1665.3 of the proposed emergency regulation specifies that the Department or its "Designated Fee Administrator" will determine which structures are eligible for payment of the fee. Consistent with the authorizing statute, Public Resources Code Section 4214(h), the emergency regulation specifies that CAL FIRE may contract with a "designated fee administrator" for services related to the establishment of the fire prevention fee collection process. Examples of the services provided include, but are not limited to determination of what structures are eligible for the fee, and forwarding lists of eligible parcels and fees to the State Board of Equalization. This provision of the regulations is intended to lead to consistent and experienced administration of the fee across the state.

Section 1665.4 of the proposed emergency regulation simply restates that the fire prevention fee will be imposed upon all property owners within SRA whose property includes one or more habitable structures. This provision in the regulation is included pursuant to the authorizing statute, Public Resources Code Section 4212.

Section 1665.5 of the proposed emergency regulation provides for a process by which individuals billed for payment of the benefit fee may petition the Department of Forestry & Fire Protection for review of fee consistency with the regulation and possible redetermination of the fee amount. This provision in the regulation is included pursuant to the authorizing statute, Public Resources Code Sections 4220-4228.

Section 1665.6 of the proposed emergency regulation specifies the fire prevention fee amount per habitable structure and the fund within the State Treasury where collected fees will be deposited. This provision in the regulation is included pursuant to the authorizing statute, Public Resources Code Sections 4212-4214.

Section 1665.7 of the proposed emergency regulation provides for a reduction of thirty-five dollars (\$35.00) per habitable structure when such structures exist within the boundary of a local agency that provides fire protection services. While the authorizing statute does not expressly provide for such a reduction, Section 4212 of the statute does authorize the collection of a fee “in an amount not to exceed one hundred-fifty dollars (\$150.00).” This would imply that the Board has the discretion to reduce the fee amount where sufficient cause exists.

Public testimony regarding this proposed emergency regulation to date has demonstrated that many if not a majority of habitable structure owners in SRA already pay a local agency for fire protection services. These payments are typically in the form of local annual property tax assessments for which local agencies sought and received local voter approval. Annual local fire protection service assessment amounts appear to vary by locale, but may be significantly lower or slightly higher than the fee authorized by statute and provided for in this emergency regulation.

In light of overwhelming public testimony regarding current payment of local fire protection assessments, the Board of Forestry & Fire Protection was compelled to consider a fee reduction to some level. The Department of Forestry & Fire Protection estimates that there are approximately 800,000 habitable structures within SRA. Based upon this estimate and the reported reduction of the Department’s General Fund budget allocation by fifty (50) million dollars, the Board contemplated a maximum fee reduction amount. The Board determined that a maximum fee reduction of thirty-five dollars (\$35.00) per habitable structure would still provide for a level of funding that is consistent with Department fire protection service level needs and would satisfy the intent of the statute.

Section 1665.8 of the proposed emergency regulation restates the enacting statute’s provisions for the awarding of grants as they are identified in Public Resources Code Sections 4214(d)-(f). Section 1665.8 also includes specific contemporary examples of the types of fire prevention projects that may qualify for grant funding. One example project identified in the regulation is the development or updating of “Community Wildfire Protection Plans” pursuant to the federal “Healthy Forests Restoration Act of 2003.” These types of plans are focused on creation of defensible perimeters around communities that may be at increased wildfire risk and reduction of hazardous natural fuel loads. Another example provided in the regulation is local government development of a General Plan “Safety Element” and “Fire Safe Regulations” to be certified by the Board pursuant to the requirements of Public Resources Code Section 4290. The focus of these efforts is on adoption of local ordinances and policies that promote fire safe conditions and support the State’s defensible space expectations. The Board has consistently worked with local governments on these types of projects.

IV. DISCLOSURES AND DETERMINATIONS REGARDING THE REGULATIONS

Estimate of costs or savings to any state agency: The combined annual administrative costs of the fee collection program incurred by the Board and Department of Forestry & Fire Protection are estimated to be a maximum of 7.5 million dollars. The annual administrative costs of the fee collection program incurred by the State Board of Equalization are estimated to be a maximum of 6.5 million dollars.

If the proposed regulation is not approved for emergency implementation, collection of the fee based upon statutory requirements alone could prove challenging and may add to current estimates of agency administrative costs.

In the event the regulation is not approved for emergency implementation, the Department of Forestry & Fire Protection may be compelled to reduce its fire protection forces significantly due to the attendant State General Fund budget reduction. Reductions in fire protection forces could reasonably be expected to result in an increase in the number of smaller fires that escape suppression efforts to become larger fires. Increased potential for loss of life, and damage to property and natural resources could also be reasonably expected to occur as a result of reductions in fire protection forces.

Cost to any local agency or school district that is required to be reimbursed under Part 7 (commencing with Section 17500 of Division 4): None.

Other nondiscretionary cost or savings imposed on local agencies: None.

Cost or savings in federal funding to the state: None.

Cost impact on private persons or those directly affected by the fee collection:

There will be an impact of up to one hundred-fifty dollars (\$150.00) per habitable structure upon individual owners of every eligible structure. Property owners with multiple structures could face multiple billings of one hundred-fifty dollars (\$150.00). The total fees collected will be dependent upon the total number of eligible structures.

In the event the regulation is not approved for emergency implementation, the Department of Forestry & Fire Protection may be compelled to reduce its fire protection forces significantly due to the attendant State General Fund budget reduction. Reductions in fire protection forces could reasonably be expected to result in an increase in the number of smaller fires that escape suppression efforts to become larger fires. Increased potential for loss of life, and damage to property and natural resources could also be reasonably expected to occur as a result of reductions in fire protection forces. This could result in increased costs to private persons in the form of property damage and loss.

Significant adverse economic impacts on business including the ability of California business to compete with business in other states: The bulk of structures in SRA are non-commercial. However, the fee will apply to a wide variety of businesses that occupy structures that are eligible for the SRA fee. In a few cases, where owners of commercial enterprises own many structures, the annual impact of SRA fees could be a significant additional cost. The relative significance would depend on the financial circumstances of the owner. However, in comparison to many other Western states, the addition of SRA fees would more closely approximate arrangements in those states where landowners contribute to fire protection budgets via fees or other methods. There should be no difference in the ability of businesses in SRA to compete with other states.

Significant effect on housing: None.

Alternatives considered: The definition of habitable structure is the primary area in which alternatives could meaningfully change the design of implementation. The Board considered alternative definitions of structure, including a more narrow definition

excluding commercial properties and a broader one including garages and barns. The Board also considered a more intricate fee structure to scale the fee rate. Based on the advice of Department officials, the Board chose to use a more simplified version as the most practical and economical method of administering the program. The Board concluded that no alternative would be more effective in carrying out the purpose for which this action is proposed or would be less burdensome to affected private persons than the proposed action.

Local Mandate Determination:

Assessment Statement: In accordance with Government Code Section 11346.3, the following are required responses, since state agencies proposing to adopt or amend any administrative regulations must assess whether and to what extent it will affect the following:

- (a) **The creation or elimination of jobs within the State of California:** Failure to implement the emergency regulation could lead the Department to reduce fire protection forces in SRA. If local service districts that provide fire protection cannot obtain voter approval for increased property tax assessments, local fire protection employment opportunities and emergency services could also be affected.
- (b) **The creation of new business or the elimination of existing businesses within the State of California:** None.
- (c) **The expansion of businesses currently doing business within the State of California:** None.

Effect on Small Business: Pursuant to 1 CCR section 4, the Board of Forestry & Fire Protection has determined that this proposed regulation affects small business:

Accordingly:

- (A) A concise plain English policy statement overview regarding the proposed regulation that explains its broad objectives is included as part of this notice;
- (B) The express terms of the proposed action written in plain English are included as part of this notice.

1 TITLE 14 - DEPARTMENT OF FORESTRY AND FIRE PROTECTION

2 CHAPTER 13 - STATE RESPONSIBILITY AREA FEES
3 [Emergency Regulation]

4 Adopt all new sections to 14 CCR CHAPTER 13 § 1665 as follows:
5

6
7 **§ 1665.1 Authority.**

8 This chapter sets out procedures for implementation and
9 collection of "State Responsibility Area Fire Prevention Benefit
10 Fees" (hereafter referred to as "Benefit Fee"), as required by
11 Chapter 8, Statutes 2011.

12 Note: Authority cited: Sections 4210-4228, Public Resources Code.
13 Reference: Sections 4102, 4111, 4114, 4125, 4138 (a)-(h), and 4140
14 (a) of the Public Resources Code.

15
16 **§ 1665.2 Definitions**

17 "Dwelling Unit", for purposes of this implementation of
18 Sections 4210-4228 of the Public Resources Code, is a unit
19 providing independent living facilities for one or more persons,
20 including provisions for living, sleeping, eating, cooking, and
21 sanitation. Mobile and manufactured homes and condominiums are
22 considered as dwelling units.

23 "Habitable Structure", for purposes of implementation of
24 Sections 4210-4228 of the Public Resources Code, means a building
25 that contains one or more dwelling units or that can be occupied

1 for residential use. Buildings occupied for residential use include
2 single family homes, multi-dwelling structures, mobile and
3 manufactured homes, and condominiums.

4 "Manufactured home" has the same meaning as Health and Safety
5 Code Section 18007 (a).

6 "Mobile home" has the same meaning as Health and Safety Code
7 Section 18008 (a).

8 "Property Owner", means that individual, company, corporation,
9 or other entity that holds title to said habitable structure.

10 "State Responsibility Area" means those areas defined in
11 Section 4102 and delineated pursuant to Sections 4125-4128 of the
12 Public Resources Code. These lands are shown on digital maps
13 maintained by the California Department of Forestry and Fire
14 Protection at its Sacramento Headquarters and may be viewed there
15 or in low resolution at the California Department of Forestry and
16 Fire Protection website: http://www.bof.fire.ca.gov/sra_viewer/.

17 "Benefit Fee" means the fire prevention benefit fee imposed
18 pursuant to Sections 4210-4228 of the Public Resources Code.

19 "Fire Prevention Fund" means the fund established for deposit
20 of all annual Benefit Fees collected and from which expenditures
21 are authorized pursuant to the annual Budget Act that can be made,
22 including grants may be awarded pursuant to 14 CCR § 1665.8.

23
24 Note: Authority cited: Sections 4210-4228, Public Resources Code.
Reference: Sections 4111 of the Public Resources Code.

25

1 **§ 1665.3. Determination of Eligible Habitable Structure**

2 Determinations of eligible habitable structures and the
3 associated fees within State Responsibility Areas shall be
4 completed statewide by the Department or for the Department by its
5 "Designated Fee Administrator" pursuant to Public Resources Code
6 Section 4210 and 14 CCR §§ 1665.1-1665.8.

7
8 Note: Authority cited: Section 4210-4228, Public Resources Code.
9 Reference: Sections 4111 of the Public Resources Code.

10 **§ 1665.4. Imposition of the Benefit Fee**

11 The Benefit Fee will be imposed on all property owners with one
12 or more habitable structures within State Responsibility Areas as
13 defined in Public Resources Code Section 4102 and pursuant to
14 Public Resources Code Sections 4125-4128.

15
16 Note: Authority cited: Section 4210-4228, Public Resources Code.
17 Reference: Sections 4111 of the Public Resources Code.

18 **§ 1665.5. Request for Review and Refunds**

19 (a) A property owner from whom the Benefit Fee is determined
20 to be due under Public Resources Code Section 4213 et seq. may
21 petition the Department for a redetermination regarding the fee and
22 amount determined within 30 days after service upon him or her of a
23 notice of the determination.

24 (1) The Department may delegate the receipt and review of
25 petitions to a Designated Fee Administrator of its choice. The

1 Designated Fee Administrator must be qualified by experience in
2 preparing and administering one the following for a fire district:
3 benefit assessments, benefit fees, or special taxes.

4 (2) The petition may be filled out and submitted by a
5 property owner subject to the Benefit Fee or by the Department or
6 Designated Fee Administrator in consultation and on behalf of the
7 property owner.

8 (3) The petition shall include information that states
9 the specific basis or grounds upon which the petition is founded
10 and includes supporting documentation. The petition must be based
11 on whether the fee as specified in PRC 4213 et seq. applies to the
12 specific property for which the petition was filed. Examples of
13 specific issues that may be considered by the Department or
14 Designated Fee Administrator include, but are not limited to, the
15 location of the structure in SRA, determination of the number of
16 applicable habitable structures or the number of dwelling units in
17 a multi-dwelling unit structure, and the related fee amount
18 calculated.

19 (4) Petitions received by the Department or Designated
20 Fee Administrator more than 30 days from the date of service of the
21 original notice of determination shall not be considered. If a
22 petition will not be considered, the Department or Designated Fee
23 Administrator shall notify the petitioner.

24 (5) After receipt of a petition, the Department or the
25 Designated Fee Administrator may request additional information

1 from the property owner if, in their opinion, the petition does not
2 give adequate information to permit full review of the fee and the
3 petition.

4 (6) The petition may be amended to state additional
5 grounds or provide additional documentation at any time prior to
6 the date that the Department or the Designated Fee Administrator
7 issues its order or decision with regard to the petition for
8 redetermination. The Department or the Designated Fee Administrator
9 will not accept additional information for a petition after it has
10 made a decision on the petition.

11 (7) The petition shall be sent by the petitioner to the
12 address indicated on the form by Department; this may be the
13 address of the Department's Designated Fee Administrator.

14 (8) The Department or its Designated Fee Administrator
15 shall complete its review of the petition for redetermination
16 within 60 days.

17 (9) Based on its review of the petition for
18 redetermination, the Department or its Designated Fee Administrator
19 may decide if the fee is valid and due in the amount of the
20 original fee, may modify the fee, or may eliminate the fee based
21 on a determination that it should not apply to the property owner
22 who filed the petition.

23 (10) The decision of the Department or its Designated Fee
24 Administrator shall be in writing and shall indicate the reasons
25 for the decision on the petition.

1 (11) If the decision modifies or eliminates the fee, the
2 Department or its Designated Fee Administrator shall make
3 appropriate modifications to the next and subsequent lists of
4 property owners and fee amounts submitted to the State Board of
5 Equalization.

6 (12) The decision on the petition for redetermination by
7 the Department or its Designated Fee Administrator shall be served
8 on the petitioner within 15 days of the date a decision is made.
9 Service shall be as described in Section 4226 of the Public
10 Resources Code. On the same date, the Department or its Designated
11 Fee Administrator shall notify the Board of Forestry and Fire
12 Protection and the State Board of Equalization. The Department
13 will maintain copies of decisions on all petitions for
14 redetermination petitions for use of the Board of Forestry and Fire
15 Protection and State Board of Equalization.

16 (13) The order or decision of the Department or its
17 Designated Fee Administrator upon a petition for redetermination of
18 the Benefit Fee shall become final 30 days after service upon the
19 petitioner of notice of the determination.

20 (14) If the Department or its Designated Fee
21 Administrator determines that a property owner is entitled to a
22 refund of all or part of the Benefit Fee paid pursuant to this
23 chapter, the property owner, or the Department or Designated Fee
24 Administrator on behalf of the property owner, shall make a claim
25 to the State Board of Equalization pursuant to Chapter 5

1 (commencing with Section 55221) of Part 30 of Division 2 of the
2 Revenue and Taxation Code.

3
4 **§ 1665.6. Fee Structure**

5 (a) The Board has been directed by the legislature to impose a
6 fee that will provide funding necessary for fire prevention
7 activities.

8 (b) The Benefit Fee shall be one hundred-fifty dollars
9 (\$150.00) per habitable structure.

10 (c) Fees shall be deposited in the Fire Prevention Fund.

11 (d) On July 1, 2013 and at its June meeting prior to each
12 subsequent July 1, the Board shall adjust the rate to reflect the
13 percentage of change in the average annual value of the Implicit
14 Price Deflator for State and Local Government Purchases of Goods
15 and Services for the United States, as calculated by the United
16 States Department of Commerce for the 12-month period in the third
17 quarter of the prior calendar year, as reported by the Department
18 of Finance.

19
20 **§ 1665.7. Fee exemptions**

21 Property owners of habitable structures within State
22 Responsibility Area and also within the boundaries of a local
23 agency that provides fire protection services may receive a
24 reduction of thirty-five dollars (\$35.00) per habitable structure.

1 § 1665.8. Grant Program

2 (a) The Board shall administer a granting program funded from
3 the Benefit Fees collected. Grants shall be awarded to
4 organizations within counties in direct proportion to the benefit
5 fee paid by individual property owners in that county.

6 (b) Grants awarded from the Fire Prevention Fund shall be
7 awarded to local agencies, Fire Protection Districts, Fire Safe
8 Councils, the California Conservation Corps, and other
9 organizations accepted by the Board to support the following
10 priorities listed in descending order.

11 (1) Development or updating of a Community Wildfire
12 Protection Plan (CWPP), local hazard mitigation plan, or
13 community-based wildfire hazard or risk analysis.

14 (2) Development of General Plan elements, including the
15 Safety Element, and "Fire Safe Regulations" to be certified by
16 the Board pursuant to Public Resources Code § 4290.

17 (3) Community fuel reduction projects in State
18 Responsibility Areas.

19 (4) Other community fire safety and fire prevention
20 projects, including fire prevention education, designed to
21 reduce the risk of wildfire in State Responsibility areas.

22
23 Note: Authority cited: Section 4139, Public Resources Code.
24 Reference: Sections 4102, 4111, 4114, 4138 (a)-(h), 4140 (a) of
the Public Resources Code, Section 53087.4 of the Government Code,
and Section 5097 of the Revenue and Taxation Code.



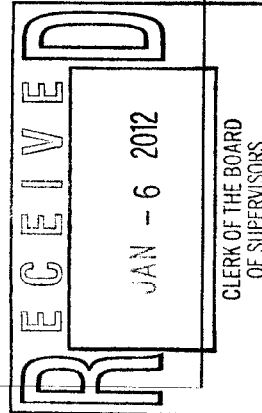
Schedule of Proposed Action (SOPA)

01/01/2012 to 03/31/2012

Plumas National Forest

This report contains the best available information at the time of publication. Questions may be directed to the Project Contact.

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Projects Occurring Nationwide Gypsy Moth Management in the United States: A Cooperative Approach EIS	- Vegetation management (other than forest products)	In Progress: DEIS NOA in Federal Register 09/19/2008 Est. FEIS NOA in Federal Register 12/2011	Expected: 03/2012	01/2013	Noel Schneeberger 610-557-4121 nschneeberger@fs.fed.us
	Description: The USDA Forest Service and Animal and Plant Health Inspection Service are analyzing a range of strategies for controlling gypsy moth damage to forests and trees in the United States. Web Link: http://www.na.fs.fed.us/ww/eis/ Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Nationwide.				
Land Management Planning Rule EIS	- Regulations, Directives, Orders	In Progress: DEIS NOA in Federal Register 02/25/2011 Est. FEIS NOA in Federal Register 11/2011	Expected: 12/2011	12/2011	Larry Hayden 202-205-1559 lhayden@fs.fed.us
	Description: The Department of Agriculture proposes to promulgate a new planning rule, which will set out the process for development, revision, and amendment of National Forest System land management plans. Web Link: http://www.fs.usda.gov/planningrule Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Agency-wide Rule.				
Nationwide Aerial Application of Fire Retardant on National Forest System Lands. EIS	- Regulations, Directives, Orders	In Progress: DEIS NOA in Federal Register 05/13/2011 Est. FEIS NOA in Federal Register 11/2011	Expected: 12/2011	01/2012	Glen Stein 208-869-5405 gstein@fs.fed.us
	Description: The Forest Service will prepare a programmatic environmental impact statement for the continued nationwide aerial application of fire retardant on National Forest System lands. Web Link: http://www.fs.fed.us/fire/retardant/index.html Location: UNIT - All Districts-level Units. STATE - All States. COUNTY - All Counties. Nationwide.				



Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Projects Occurring in more than one Region (excluding Nationwide)					
Sierra Nevada Forest Plan Amendment (SNFPA) EIS	- Land management planning	On Hold	N/A	N/A	Donald Yasuda 916-640-1168 dyasuda@fs.fed.us
Description: Prepare a narrowly focused analysis to comply with two orders issued by the Eastern District Court of California on November 4, 2009. Correct the 2004 SNFPA Final SEIS to address range of alternatives and analytical consistency issues.					
Web Link: http://www.fs.fed.us/r5/snpa/2010seis					
Location: UNIT - Eldorado National Forest All Units, Lassen National Forest All Units, Modoc National Forest All Units, Sequoia National Forest All Units, Tahoe National Forest All Units, Lake Tahoe Basin Mgt Unit, Carson Ranger District, Bridgeport Ranger District, Plumas National Forest All Units, Sierra National Forest All Units, Stanislaus National Forest All Units, Inyo National Forest All Units. STATE - California, Nevada. COUNTY - Alpine, Amador, Butte, Calaveras, El Dorado, Fresno, Inyo, Kern, Lassen, Madera, Mariposa, Modoc, Mono, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Tulare, Tuolumne, Yuba, Douglas, Esmeralda, Mineral. LEGAL - Along the Sierra Nevada Range, from the Oregon/California border south to Lake Isabella as well as lands in western Nevada. Sierra Nevada National Forests.					

R5 - Pacific Southwest Region, Occurring in more than one Forest (excluding Regionwide)					
Mammoth Mountain Base Area Land Exchange EA	- Land ownership management	In Progress: Scoping Start 09/13/2011 Est. 215 Comment Period Legal Notice 08/2012	Expected:09/2012	12/2012	Sheila Irons 760-924-5534 sironis@fs.fed.us
Description: Exchange of approximately 21 acres of National Forest System land, currently under special use authorization to Mammoth Mountain Ski Area, located near the Main Lodge north of Highway 203 for approximately 1779 acres of land in California.					
Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=30428					
Location: UNIT - Mammoth Ranger District, White Mountain Ranger District, Mount Whitney Ranger District, Mt. Hough Ranger District, Mi-Wok Ranger District, Amador Ranger District. STATE - California. COUNTY - Amador, El Dorado, Inyo, Mono, Plumas, Tuolumne. LEGAL - Land to be exchanged is located in T.3S, R. 27E., Sec 30, MDM. Proposal includes the addition of non-federal parcels to the Eldorado, Inyo, Plumas, and Stanislaus National Forests in California. Main Lodge, Mammoth Mountain Ski Area.					

Plumas National Forest, Forestwide (excluding Projects occurring in more than one Forest) **R5 - Pacific Southwest Region**

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest, Forestwide (excluding Projects occurring in more than one Forest)					
California Department of Water Resources - new permit for existing water monitoring sites CE	- Special use management	In Progress: Scoping Start 03/02/2010	Expected: 09/2011	10/2011	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
	Description: Continued use and maintenance of 20 existing facilities and accessory structures needed to gather data on rainfall and snow depth forest wide, with dedicated winter use helispots. Current permit terminates 12/31/2010.				
	Location: UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Butte, Plumas, Sierra. 20 locations Forest Wide.				
PSREC Mid-Mile Fiber Project CE	- Special use management	Completed	Actual: 09/13/2011	10/2011	Dana Walsh 530-836-7141 danawalsh@fs.fed.us
	Description: The Plumas National Forest Proposes to issue a special use permit to Plumas Sierra Rural Electric to install, maintain, and operate 13 miles of fiberoptic cable to be attached to overhead poles within in existing powerline right away.				
	Location: UNIT - Plumas National Forest All Units. STATE - California. COUNTY - Plumas. LEGAL - Sections of T22N R11E, T22N R12E, T23N R13E, T23N R14E, T23N R15E, T23N R16E, T24N R09E, T24N R10E, T24N R11E, T24N R14E, T25N R10E, T25N R14E, T26N R14E, T26N R15E, T27N R14E, adn T28N R13E. The portion of the project that includes the Plumas National Forest would extend from Portola to Quincy, in Plumas County, California.				

Plumas National Forest, Occurring in more than one District (excluding Forestwide)					
Veg Management Program for 14 PG&E Transmission line ROWs EA	- Special use management	Developing Proposal Est. Scoping Start 01/2012	Expected: 03/2012	05/2012	David Wood 530-283-7772 dcwood@fs.fed.us
	Description: PG&E proposes to perform vegetation management practices in the right of way of 14 transmission lines in order to reduce the risk of fire and maintain a high standard of reliability. Activities include brush cutting, thinning, and herbicide.				
	Location: UNIT - Mt. Hough Ranger District, Feather River Ranger District. STATE - California. COUNTY - Plumas. Located on the Plumas National Forest within 14 different transmission power lines.				

Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)	R5 - Pacific Southwest Region
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Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Big Hill Project EA	Beckwourth Ranger District (excluding Projects occurring in more than one District) - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management - Road management Description: Strategically place DFPZ and WUI treatments to modify fire behavior and improve forest resilience. Activities include mechanical thinning, hand thinning, piling, mastication, group selection, prescribed burning, and associated transportation planning Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=35005 Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Sec 11-15, 22-26, 36 T23N R10E; Sec 1-11 T22N R11E; Sec 1-24, 27-34, 36 T23N R11E; Sec 26, 34-36 T24N R11E; Sec 6-7, 18-19, 30-32 T23N R12E; Sec 5-9 T22N R12E. The project area is located northwest of the town of Graeagle in the vicinity of Eureka Ridge and in the vicinity of the Cromberg and Sloat Communities.	In Progress: Objection Period Legal Notice 05/18/2011	Expected: 08/2012	09/2012	R5 - Pacific Southwest Region Kyla Sabo 530-836-7157 kylasabo@fs.fed.us
Cow Creek, Jenkins and Big Grizzly Creek Enclosures CE	- Watershed management Description: The Beckwourth RD, Watershed Department, proposes to install livestock fence enclosures along newly restored areas and connected stream and meadow systems in order to protect these sensitive areas from grazing effects. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R13E, Section 19, 29 and 34. Lake Davis.	In Progress: Scoping Start 11/15/2010 Est. 215 Comment Period Legal Notice 07/2012	Expected: 08/2012	09/2012	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
Frenchman WC Aspen Hand Thin Project CE	- Wildlife, Fish, Rare plants - Vegetation management (other than forest products) Description: Over the next several years Frenchman Work Center will conduct project work within aspen stands. Conifer trees less than 11 inches dbh will be hand thinned within aspen stands and within 50 feet of the stands. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 24N, R 16E, Sec: 32, T 25N, R 15E, Sec: 2, 10-11, 14-15, 17, 20-23, 27. Located northwest of Frenchman Lake in the Dixie State Game Refuge and between the Frenchman Work Center and Cottonwood Spring Campground.	Developing Proposal Est. Scoping Start 07/2010	Expected: 09/2010	06/2011	Russell Nickerson 530-836-2575 rnickerson@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Goat Grazing Tall Whitetop CE	- Wildlife, Fish, Rare plants Description: The Beckwourth Ranger District proposes to use goats to treat the infestation of the noxious weed, tall whitetop (Lepidium latifolium) in the Ramelli Ranch allotment. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The legal description of the area is: T23N, R14E Sec. 26, 27, 28, and 29. It is comprised of the river corridor on both sides of County Road A-23, south of State Highway 70, and north of the railroad.	Developing Proposal Est. Scoping Start 03/2009	Expected: 04/2009	06/2009	R5 - Pacific Southwest Region Michael Friend 530-836-7167 mjfriend@fs.fed.us
Gold Lake Toilet#3 CE	- Recreation management Description: Installation of SST Toilet Building in the Gold Lake Campground	Developing Proposal Est. Scoping Start 09/2011	Expected: 10/2011	08/2012	Pandora Valle 530-836-2575 pvalle@fs.fed.us
Grigsby Camp Site Prep 2011 and Reforestation 2012 CE	- Vegetation management (other than forest products) Description: Release for growth and reforestation	Completed	Actual: 10/14/2011	11/2011	Dani Swantic 530-836-7142 dswantic@fs.fed.us
Grizzly Valley, Grizzly Valley Community, and Humbug Allotments EA	- Grazing management Description: Range Environmental Assessment Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=31015 Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R13E, multiple sections, T 23N, R 12 E and 13E, multiple sections. Beckwourth Ranger District near Lake Davis.	In Progress: 215 Comment Period Legal Notice 11/23/2011	Expected: 02/2012	02/2012	Kyla Sabo 530-836-2575 kylasabo@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Ingalls Project EA	- Forest products - Vegetation management (other than forest products) - Fuels management Description: Defensible Fuel Profile Zone, group selection, riparian hardwood restoration, road reconstruction, decommissioning, temporary road construction and subsequent decommissioning. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=29414 Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 24N R 13E Sec. 3-10, 14-20, 22, 23, 25, 26, T 24N R 12E Sec. 1, 2, 11-15, 21-24, T 25N R 12E Sec. 1, 12, 13, 22-27, 33-36, T 25N R 13E Sec. 2-11, 15-22, 27-34. The project area is located near Lake Davis and is approximately 5-10 miles north of the town of Portola.	Completed	Actual: 10/14/2011	06/2012	Kyla Sabo 530-836-2575 kylasabo@fs.fed.us
Lake Davis Trail phase 2 CE	- Recreation management Description: Continue the non-motorized Lake Davis Trail around Lake Davis from just south of Lightning Tree Campground around the northwest side of the lake. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R13E Sections 20, 21, 22, 29, 32, & 33 and T23N R13E Sections 3 & 10. Lake Davis Recreation Area.	Completed	Actual: 12/12/2011	06/2012	Judy Schaber (530) 836-7126 jschaber@fs.fed.us
Last Chance Creek Watershed Restoration Project Phase II EA	- Watershed management Description: Restore the hydrologic function of approximately 8 miles of Last Chance Creek. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=24308 Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N R13E Sections 14, 12 & 11 and T26N R14E Sections 27, 26, 23, 22, 18, 17, 16, 15, 8 & 7. Last Chance HUC 5 Watershed.	Developing Proposal Est. Scoping Start 10/2011	Expected: 07/2012	08/2012	Antonio Duenas 530-836-7156 tduenas@fs.fed.us
Meadow Restoration Monitoring and Evaluation CE	- Research and Development Description: A Stanford University Graduate Student will be monitoring and evaluating the state of the hydrologic system and flows of water across the meadow landscape within meadow restoration sites on the Beckwourth Ranger District. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R13E, S4, T25N, R13E, S2, 25, 33&36, T26N R13E, S1, 3, 10&14, T26N R14E, S16, 17, 19, 23, 24, 29&30, and T27N R13E, S36. Eighty-four individual monitoring site locations throughout the Beckwourth Ranger District.	In Progress: Scoping Start 11/17/2010	Expected: 05/2012	06/2012	Antonio Duenas 530-836-7156 tduenas@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Beckwourth Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Meadow View Campground Hand Pump CE	- Recreation management Description: Installation of a hand pump at the Meadow View Campground	Developing Proposal Est. Scoping Start 09/2011	Expected: 10/2011	06/2012	Pandora Valle 530-836-2575 pvalle@fs.fed.us
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R16E Section 8. Meadow View Campground.				
Meadowview/Rowland Restoration Project EA	- Watershed management Description: Project consists of restoring two eastside montane meadows (252 acres) and improving channel stability for 2.3 miles within the Upper Feather River Watershed on Last Chance and Rowland Creeks. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=28848	In Progress: Scoping Start 03/17/2010 Est. 215 Comment Period Legal Notice 01/2012	Expected: 02/2012	08/2012	Brendan Waterman 530-836-2575 bwaterman@fs.fed.us
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N R16E, Section 13 and T25N R15E, Sections 7, 8, 18 & 19. Last Chance Creek and Frenchman Lake Hydrologic Unit Code (HUC) 5 Watershed.				
Mills Peak Trailhead Toilet CE	- Recreation management Description: Installation of an SST toilet building near Mills Peak Lookout	Developing Proposal Est. Scoping Start 09/2011	Expected: 12/2011	08/2012	Pandora Valle 530-836-7123 pvalle@fs.fed.us
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21, R12, Section 10 - below the Mills Peak Lookout. Mills Peak Lookout.				
Snowmobile Tours from Chalet View Lodge CE	- Recreation management Description: Sierra Touring Co, to lead snowmobile tours west of Lake Davis Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=37303	Developing Proposal Est. Scoping Start 09/2011	Expected: 10/2011	01/2012	Lisa Sedlacek 530-836-2575 lsedlacek@fs.fed.us
	Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R13E, Section 8 staggering area at Chalet View Lodge. West of Lake Davis.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Sulphur and Barry Creek Restoration Project EA	Beckwourth Ranger District (excluding Projects occurring in more than one District) - Watershed management Description: Project consist of restoring approximately 0.5 mile of Sulphur Creek (0.28 mile) and Barry Creek (0.24 mile). Project may also include a Timber Sale component for the removal of encroaching conifers on cottonwood stands within the project area. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T21N R13E Sections 4 & 5. Lake Davis - Long Valley Hydrologic Unit Code (HUC) 5 Watershed.	Developing Proposal Est. Scoping Start 03/2012	Expected:10/2012	06/2013	R5 - Pacific Southwest Region Antonio Duenas 530-836-7156 tduenas@fs.fed.us
Upper Dotta Canyon Restoration Project EA	- Watershed management Description: Project consists of restoring an eastside montane meadow (253 acres) and improving channel stability for 2.9 miles on Red Clover Creek within Dotta Canyon. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=28849 Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R14E, Sections 25, 26, & 36. Red Clover Creek Hydrologic Unit Code (HUC) 5 Watershed.	In Progress: Scoping Start 03/17/2010 Est. 215 Comment Period Legal Notice 10/2011	Expected:11/2011	07/2012	Brendan Waterman 530-836-2575 bwaterman@fs.fed.us
Willow Creek Mining Project EA	- Minerals and Geology Description: Excavation of 7 test trenches with a backhoe to remove vein and weathered vein material for processing. Processing to recover ore deposits would occur off site. Sampling would occur over a 5 year period. Location: UNIT - Beckwourth Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R16E, Section 23. Between Willow Ranch Creek and Robinson Canyon, south of the Doyle Grade.	In Progress: Scoping Start 08/17/2011 Est. 215 Comment Period Legal Notice 01/2012	Expected:02/2012	04/2012	Leslie Edlund 530-283-7650 ledlund@fs.fed.us

Plumas National Forest Feather River Ranger District (excluding Projects occurring in more than one District) R5 - Pacific Southwest Region

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Bloomer and Sawmill Fire Lookout Hazard Reduction/Sight Path Clearing CE	Feather River Ranger District (excluding Projects occurring in more than one District) - Forest products - Fuels management Description: The intent of these projects is to clear a site path to reestablish view path from the lookouts to communities, and individual homes at risk, and high hazard/risk areas that have been obscured by tree growth since the lookouts were established. Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Bloomer Lookout- T. 21N R. 5E, Section 30. Sawmill Peak Lookout- T. 23N R. 4E, Section 32. Bloomer Lookout, in Butte County, near Berry Creek off Rd 21N39 (50 acres NW of tower.) Sawmill Peak Lookout, in Butte County, near Magalia (20 acres East of tower).	Developing Proposal Est. Scoping Start 01/2012	Expected: 02/2012	05/2012	R5 - Pacific Southwest Region Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
Burnt Bridge/Cottage Creek Blackoak Enhancement CE	- Wildlife, Fish, Rare plants Description: Thin out small size conifers, less than 10 inch diameter, within a blackoak habitat area.	On Hold	N/A	N/A	Cindy Roberts 530-532-7467 ckroberts@fs.fed.us
Butte County Communications, Bloomer Hill Communication Site Electric Utility Extension CE	UNIT - Feather River Ranger District. STATE - California. COUNTY - Yuba. LEGAL - T19N R7E Sections 15 and 26. Dobbins watershed; near Challenge., CA. - Special use management - Facility management Description: Dig a trench 24" wide and 200' long, and install electrical service from the electrical point of connection to a new electrical equipment building on the Butte County Communications site, located within the Bloomer Hill communications site. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=37031 Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - T21N, R5E, Sec. 30., Bloomer Hill Communications Site, Bloomer Hill, Butte county, Ca.	Developing Proposal Est. Scoping Start 10/2011	Expected: 10/2011	04/2012	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest California Department of Water Resources - Amend permit to install a streamgauge at 2nd location CE	Feather River Ranger District (excluding Projects occurring in more than one District) - Special use management	Developing Proposal Est. Scoping Start 07/2011	Expected: 07/2011	09/2011	R5 - Pacific Southwest Region Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
Description: CA DWR proposes to install a streamgauge station at the PG&E Miocene Dam near Magalia.					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SE 1/4 of SW 1/4 of Section 30, T23N, R4E. Miocene Dam near Magalia, California.					
Cedar Flat Meadow, Faggs Reservoir Meadow, Mosquito Creek Meadow Restoration CE *NEW LISTING*	- Regulations, Directives, Orders	Developing Proposal Est. Scoping Start 01/2012	Expected: 02/2012	08/2012	Maria Cisneros 530-532-7444 mcisneros@fs.fed.us
Description: This is a wildlife habitat, watershed, and streambank stabilization improvement project that allows for partnership and matching funds to restore. Meadows are becoming impacted by encroaching conifers and lack of fire disturbance.					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R7E, NW 1/4 S15 - T23N, R7E, SW 1/4 S15, T23N, R7E, NE 1/4 S22 and NE 1/4 S23. The meadows are located in the Bucks Lake vicinity, Plumas County, California.					
Grass Flat Hazardous Fuels Reduction and Forest Health Restoration Project EA	- Recreation management - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management	In Progress: 215 Comment Period Legal Notice 12/15/2011	Expected: 03/2012	06/2012	Judy Welles 530-532-7450 jwelles@fs.fed.us
Description: Provide protection to rural communities with the construction of DFPZs surrounding the Little Grass Valley Reservoir to the N and SW. Conduct group selection to enhance forest health and implement restoration to RHCA areas.					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R9E, Sections 10, 11, 15, 17-23, 26-31, 33, 34; T21N, R9E, Sections 7, 18, 19; and T21N, R8E, Sections 1, 11, 12, and 24. Project location is west and north of the community of La Porte, CA surrounding the Little Grass Valley Reservoir.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Grizzly Summit Hazard Tree Project CE	Feather River Ranger District (excluding Projects occurring in more than one District) - Forest products Description: Hazard tree removal along Oro-Quincy Highway.	On Hold	N/A	N/A	R5 - Pacific Southwest Region Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
Location:	UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R6E, Sections 28, 21, 22, 15, 14 and 11, MDM. Seven miles southwest of Bucks Lake on Highway 162.				
HDH/Millet Mining Plan Of Operations EA	- Minerals and Geology Description: Placer mining. Panning, sluicing, dredging. Use of non-system road.	In Progress: 215 Comment Period Legal Notice 09/17/2011	Expected: 02/2012	06/2012	Chris Christofferson 530-532-7473 cchristofferson@fs.fed.us
Location:	UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T20N, R9E, Sec 10, 15, 16. Feather River Ranger District, Plumas national Forest, along Canyon Creek.				
Hawkeye Tunnel Mining Plan of Operation CE	- Minerals and Geology Description: Underground mining operation, gravel washing and incidental occupancy for purpose of minerals extraction.	In Progress: Scoping Start 11/25/2009	Expected: 01/2011	06/2011	Donna Duncan 530-532-7461 dmduncan@fs.fed.us
Location:	UNIT - Feather River Ranger District. STATE - California. COUNTY - Sierra. LEGAL - T21N, R9E, Sec. 5, off Sierra County 690 Rd. Howland Flat, Sierra County.				
Know Nothing Roadside Timber Sale CE	- Forest products - Road management Description: Removal of hazard trees along approximately 4 miles of forest roads 20N24, 22N24, and 21N16 in the vicinity of Sly Creek Res (roads are near Know Nothing Creek). (R. 7 & 8 E., T. 20N) Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - All or portions of Sections 4, 5, 7, 8, & 18 T. 20 N. R. 8 E. and Sections 1, 2, & 12 T. 20 N., R. 7 E. MDM. Near Strawberry Valley CA, in Butte County along approximately 4 miles of forest roads 20N24, 22N24, and 21N16 in the vicinity of Sly Creek Res. (R. 7 & 8 E., T. 20N).	On Hold	N/A	N/A	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest La Porte-Quincy Hazard Tree CE	Feather River Ranger District (excluding Projects occurring in more than one District) - Forest products - Fuels management - Road management Description: Tree mortality is occurring along La Porte Quincy Highway from the intersection with FS Road 514 to the intersection with 23N60Y. The unit includes areas in T. 21N, R9E, Secs. 2,3,10. and T. 22N, R9E., Secs. 5, 8, 17, 18, 19, 25, 30, 32, 35, 36 Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T. 21N, R9E, Sections 2,3, and 10. and T. 22N, R9E., Sections 5, 8, 17, 18, 19, 25, 30, 32, 35, 36. MDM. La Porte-Quincy Hwy in Plumas County near La-Porte, along approx 6 miles, from intersection with FS Road 514 to the intersection with 23N60Y Rd.	Developing Proposal Est. Scoping Start 04/2012	Expected:05/2012	06/2012	R5 - Pacific Southwest Region Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
Last Chance Mining Plan of Operations EA	- Minerals and Geology Description: Placer mining along Slate Creek. Dredging, panning and sluicing. Use of non-system road and gated access.	In Progress: 215 Comment Period Legal Notice 09/17/2011	Expected:02/2012	06/2012	Chris Christofferson 530-532-7473 cchristofferson@fs.fed.us
On Top Hazardous Fuels Reduction Project EIS EIS	- Vegetation management (other than forest products) - Fuels management Description: This project proposes to reduce the risk from wildfires to rural communities and forest resources, improve forest health and contribute to the economic stability of rural communities near Bucks Lakes and surrounding areas. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=31263 Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte, Plumas. LEGAL - T22N, R6E, S1-2, 11. T22N, R8E, S5-6. T23N, R6E, S2-3, 10-15, 19-23, 26-30, 33-36. T23N, R7E, S7, 10, 12-16, 18, 21-25, 36. T23N, R8E, S18-20, 29-35. Bucks Lake area from Soapstone Hill on the west, to Mt. Ararat on the east.	In Progress: NOI in Federal Register 02/22/2011 Est. DEIS NOA in Federal Register 02/2012	Expected:05/2012	06/2012	Carol Spinos 530-534-6500 cspinos@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Pacific Gas and Electric Company - 12 KV power line extension CE	Feather River Ranger District (excluding Projects occurring in more than one District) - Special use management	On Hold	N/A	N/A	R5 - Pacific Southwest Region Linda Morehouse Braxton 530-534-6500 lmorehousebraxton@fs.fed.us
Description: Extension of an existing 12 KV power line in the Concow area along the Rim Road (FS Road 23N06). The proposed line extension is approximately 1900' with approximately 875' on National Forest System lands.					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - SW 1/4 Section 12, T22N, R4E. Along the Rim Road in the Concow area.					
Pendola Silviculture Project CE	- Wildlife, Fish, Rare plants - Vegetation management (other than forest products) - Fuels management	On Hold	N/A	N/A	Errol Solomon 530-532-7413 esolomon@fs.fed.us
Description: The Feather River Ranger District (PNF) is proposing to treat a minimum of 160 acres of plantation ground within the Pendola boundary. Treatments will include: mastication, hand cutting and piling, pile burning, under burning, reforestation and release					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T18N R7E S2,11,12, 14, 15, and 26. Located near Bullards Reservoir and adjacent to the Challenge community.					
Provost, Leonard - new permit for existing access road. CE	- Special use management	Developing Proposal Est. Scoping Start 10/2011	Expected:10/2011	11/2011	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
Description: Continued use and maintenance of an existing access road, approximately 150' on National Forest System lands, to private property.					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T22N, R9E, Section 34. Near Little Grass Valley Reservoir, north of La Porte, California.					

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Sugar Loaf Fuels Reduction and Ecosystem Restoration EIS	Feather River Ranger District (excluding Projects occurring in more than one District) - Special area management - Wildlife, Fish, Rare plants - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management	Developing Proposal Est. NOI in Federal Register 02/2012	Expected: 09/2012	R5 - Pacific Southwest Region 06/2013	Chris Christofferson 530-532-7473 cchristofferson@fs.fed.us
Description: Reduce hazardous fuels around the communities of La Porte and American House through the construction of DFPZs and to reintroduce fire to the landscape.					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - T22N, R10E, S19, 20, 29-32, T22N, R9E, S24, 25, 35, 36, T21N, R10E, S5-8, T21N, R9E, S1-3, 5-12, 14-22, 27-32, T21N, R8E, S24-26, 35, 36, T20N, R8E, S1, 2, 22, 27, 28, 33, 34. Adjacent to the communities of American House and La Porte within the southeast portion of the Feather River Ranger District.					
Sunset Lookout Hazard Reduction and Sight Path Clearing CE	- Forest products - Fuels management - Facility management	Developing Proposal Est. Scoping Start 01/2012	Expected: 04/2012	01/2012	Eric Murphy 530-532-8922 ejmurphy@fs.fed.us
Description: The intent of this project is to clear a site path to reestablish a view path from the lookout to communities, and individual homes at risk, and high hazard/risk areas that have been obscured by tree growth since the lookouts were established.					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte. LEGAL - Township 19 North Range 6b East, Northwest corner of Section 9. Sunset Hill Lookout in Butte County near Forbestown, off Forbestown Road, in T 19N, R 6E, Section 9.					
The Dog Gone Outfitters Outfitter Guide Permit CE	- Recreation management - Special use management	Developing Proposal Est. Scoping Start 10/2011	Expected: 10/2011	11/2011	Deb Schoenberg 530-532-7460 dschoenberg@fs.fed.us
Description: This project is a 2 year outfitter guide permit for guided bear hunts on the Feather River Ranger District, conducted by a licensed outfitter guide. Camping will occur on the 22N34 road on NFS lands; no ATV or other off highway vehicles will be used					
Location: UNIT - Feather River Ranger District. STATE - California. COUNTY - Butte, Plumas, Yuba. Use of NFS roads throughout the Feather River Ranger District.					
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Shenandoah and Old Jura Abandoned Mine Closure CE	Mt. Hough Ranger District (excluding Projects occurring in more than one District) - Minerals and Geology Description: Closure of 2 mine adits at the Shenandoah Mine and 1 mine adit at the Old Jura Mine. Mine closure will provide for public safety. Bat gates and culverts will be installed as needed. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R7E, NE 1/4 Section 19 and T25N, R7E, NE 1/4 of Section 28. Shenandoah Mine is located within the Bucks Lake Wilderness above the town of Rich Bar. Old Jura is located off NFS road 26N26A.	In Progress: Scoping Start 06/01/2011	Expected: 01/2012	06/2012	R5 - Pacific Southwest Region Leslie Edlund 530-283-7650 ledlund@fs.fed.us
Antelope Lake day use site toilets CE *NEW LISTING*	- Recreation management Description: Install a new vault toilet at Lunger Landing Fishing Access. Replace the existing toilet at Guiney Point Fishing Access Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N R12E Sections 24 & 25. Lunger Landing and Guiney Point at Lake Antelope Recreation Area.	Completed	Actual: 12/14/2011	06/2012	Judy Schaber 530-836-7126 jschaber@fs.fed.us
Boomerang Placer CE *NEW LISTING*	- Minerals and Geology Description: Excavation of 10 to 15 test trenches along Owl Creek. Repair of existing NFS road 26N42Y including brushing, limbing, repair of road bed and replacement of culvert. Repair of spur roads for access. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R8E, N 1/2 of Section 17 and the S 1/2 of Section 8. Seneca, CA in the Barker Gulch area. Access is along NFS Road 26N42Y.	In Progress: Scoping Start 10/26/2011	Expected: 02/2012	04/2012	Peggy Gustafson 530-283-7650 ledlund@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Golden Wolf Placer Mining Proposal CE	- Minerals and Geology Description: The claimant is proposing to sample the sub-surface material along Wolf Creek for mineral assessment. The claimant would use a backhoe to dig up to 7 test pits. Material would be processed through a portable trommel, sluice box, and concentrator. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R9E, Section 28, MDBM. Access is along County Road 202 in Greenville, CA.	Completed	Actual: 10/05/2011	04/2012	R5 - Pacific Southwest Region Peggy Gustafson 530-283-7650 ledlund@fs.fed.us
Greenhorn Creek Restoration Project EA	- Wildlife, Fish, Rare plants - Watershed management Description: A RAC project proposed to restore trout populations and bank stability to Greenhorn Creek in American Valley. Fish passage and bank stabilization improvements would be made in six locations along Greenhorn Creek. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=31639 Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - The project is located in Township 24N, Range 10E and Sections 21, 16, 17, 8 and 7. The project area encompasses private lands and NFS land along Greenhorn Creek in American Valley.	Completed	Actual: 08/29/2011	08/2011	Kelby Gardiner 530-283-7686 kgardiner@fs.fed.us
Hallsted Campground Rehabilitation Project CE	- Recreation management Description: Rehabilitation of Hallsted Campground includes developing interpretive improvements, replacing the restroom, resurfacing roads & spurs, replacing the electrical distribution and water systems, and developing accessible campsites and river access. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T 25N, R8E, Section 22. Hallsted Campground is located approximately 18 miles from Quincy; the nearest town is Twain.	In Progress: Scoping Start 04/13/2011	Expected:07/2011	11/2011	Erika Brenzovich 530-283-5189 ebrenzovich@fs.fed.us
Herby's Quarry CE *NEW LISTING*	- Minerals and Geology Description: Project proposal is to improve and use the access road to Herby's Quarry. The road is currently rutted and undrivable. Repairs will be completed using a rubber tired tractor and may include out-sloping, installation of water bars and grading. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R12E, Section 4. The nearest town is Taylorsville, CA. Project location is west of Antelope Lake.	In Progress: Scoping Start 10/05/2011	Expected:01/2012	05/2012	Donna Duncan 530-283-7614 dmduncan@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Keddie Ridge Hazardous Fuels Reduction Project EIS	<ul style="list-style-type: none"> - Wildlife, Fish, Rare plants - Forest products - Vegetation management (other than forest products) - Fuels management - Watershed management - Road management <p>Description: Construction of fuelbreaks known as Defensible Fuel Profile Zones, thinning and group selection harvests, protection and enhancement of sensitive plant and wildlife habitat, road improvements, and noxious weed treatments.</p> <p>Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=19040</p> <p>Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - Keddie Project is 103,329 acres. Please see "Other Project Information" for the "Legal Land Description". Keddie Project is within the vicinity of Keddie Ridge, Round Valley Reservoir, and Mt. Jura. Communities within include Greenville, Crescent Mills, and Taylorsville, California.</p>	Completed	Actual: 12/07/2011	06/2012	R5 - Pacific Southwest Region Katherine Carpenter 530-283-7619 kacarpenter@fs.fed.us
Keddie Ridge Roadside and Deck Salvage Sale Project CE	<ul style="list-style-type: none"> - Forest products - Vegetation management (other than forest products) <p>Description: This project proposes to remove three decks on National Forest System roads 27N19 and 27N19X created during the Moonlight Fire of 2007. Additionally, this project would remove roadside hazards along nine miles of NFS roads 28N32, 27N19, and 27N19X.</p> <p>Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=34562</p> <p>Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R10E, Sections 17, 20, 28, and 29. The three decks lie along NFS roads 27N19X and 27N19 and the roadside hazard tree removal would occur along nine miles of NFS roads 28N32, 27N19, and 27N19X south of the Lassen County line.</p>	In Progress: Scoping Start 10/14/2010	Expected:07/2011	08/2011	Andrew Hart 530-283-7643 ajhart@fs.fed.us
Lucky Jack and Chase Angel Placer Mining CE *NEW LISTING*	<ul style="list-style-type: none"> - Minerals and Geology <p>Description: Excavation of up to 20 test pits within the old tailing piles of Eagle Gulch. Samples will be processed through a portable trommel using water pumped from Eagle Gulch to a holding trough. Wastewater will be discharged into a clarifying pit.</p> <p>Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, SW 1/4 of Section 28. West of Meadow Valley in Eagle Gulch. Access is off Big Creek Road to NFS Road 24N99X.</p>	In Progress: Scoping Start 11/16/2011	Expected:05/2012	06/2012	Peggy Gustafson 530-283-7650 ledlund@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest	Mt. Hough Ranger District (excluding Projects occurring in more than one District)			R5 - Pacific Southwest Region	
Meadow Camp and Deanes Valley Campground Improvements	- Recreation management	Developing Proposal Est. Scoping Start 01/2012	Expected: 06/2012	09/2012	Judy Schaber 530-836-7126 jschaber@fs.fed.us
CE	Description: Install one new pre-cast vault toilet at Meadow Camp Campground. Replace the existing toilet with one new pre-cast vault toilet and replace and install barriers at Deanse Valley Campground.				
NEW LISTING	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R8E Section 24 and T23N R9E Section 6. Meadow Camp Campground and Deanes Valley Campground.				
Meadow Valley Barracks PSW	- Facility management	On Hold	N/A	N/A	Peggy Gustafson 530-283-7620 pgustafson@fs.fed.us
CE	Description: Demolish the existing Teachers Assistant building and replace it with a new Region 5 standard barracks building. Install new septic system and well and electrical hookup. The construction site would be approximately 25 acres.				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, Section 27. U.C. Berkeley Forestry Camp, Meadow Valley.				
Mt. Hough Deer Habitat Improvement Burn	- Wildlife, Fish, Rare plants	Completed	Actual: 07/26/2011	03/2012	Gary Rotta 530-283-7687 grota@fs.fed.us
CE	Description: This project is proposed to set back the successional growth of existing 45+ year old shrubland habitat to allow for improved forage quality and foraging access for mule deer by broadcast burning 730 acres between Tollgate Creek and Gilson Creek.				
	Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=35174				
	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T25N, R9E, Sections 20, 21, 28, and 29. The proposed action would occur between Tollgate Creek and Gilson Creek on the west side of Mt. Hough, near Quincy, CA.				
Outfitting and Guiding Permit Hunting and Fishing	- Special use management	Developing Proposal Est. Scoping Start 01/2012	Expected: 03/2012	04/2012	Judy Schaber 530-836-7126 jschaber@fs.fed.us
CE	Description: Two individuals have submitted applications for outfitting and guiding special use permits on the Plumas National Forest. One is for hunting and fishing trips and the other is just for hunting.				
NEW LISTING	Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. Mt. Hough, Feather River and Beckwourth Ranger Districts on the Plumas National Forest.				

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Rattlesnake Hill Timber Sale CE	Mt. Hough Ranger District (excluding Projects occurring in more than one District) - Vegetation management (other than forest products) - Special use management Description: This project is proposed to sell trees felled and left in place by CA Department of Water Resources near the Rattlesnake Hill snow sensor site. This project would also fell and remove roadside hazard trees on NFS road 26N38 leading to the site. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=34163 Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T27N, R8E, Sections 33, 35, and 35; T26N, R8E, Sections 2 and 11. Trees would be removed at the Rattlesnake Hill snow sensor site and along 4.6 miles of NFS road 26N38 from Seneca road up to the snow sensor site.	In Progress: Scoping Start 10/12/2010	Expected: 07/2011	08/2011	R5 - Pacific Southwest Region Andrew Hart 530-283-7643 ajhart@fs.fed.us
Seneca Mining Access CE *NEW LISTING*	- Minerals and Geology Description: The claimant is proposing to clear and repair mining access roads on the Glazier, Gold in Rivers, Dutch Hill, Hidden Gold and Marion Placer claims in preparation for core drilling or trenching operations or possible refurbishment of existing portals. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T26N, R8E, Sections 5, 8, 16, 17, and 20. Seneca, CA - various locations.	In Progress: Scoping Start 11/15/2011	Expected: 04/2012	06/2012	Peggy Gustafson 530-283-7650 ledlund@fs.fed.us
Spanish Inquisition Mining Exploration CE	- Minerals and Geology Description: Sampling of sub-surface material using a backhoe. Material would be processed with a highbanker. Water will be pumped from the creek or the existing pond for processing. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, Sections 12 and 13, MDBM. Spanish Creek between Meadow Valley and Quincy, just below the Snake Lake bridge.	In Progress: Scoping Start 09/14/2011	Expected: 01/2012	04/2012	Peggy Gustafson 530-283-7650 ledlund@fs.fed.us
Spanish Inquisition Placer Mining Exploration CE	- Minerals and Geology Description: Excavation of up to 20 test trenches to sample the sub-surface materials for mineral content. Material would be processed with a highbanker using water pumped from the creek or the existing pond. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R8E, Sections 12 and 13, MDBM. Spanish Creek between Quincy and Meadow Valley, east of the Snake Lake Bridge.	Cancelled	N/A	N/A	Peggy Gustafson 530-283-7650 ledlund@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Union Pacific Railroad, Canyon Subdivision, Culvert Replacement Project EA	Mt. Hough Ranger District (excluding Projects occurring in more than one District) - Land ownership management Description: Installing new culverts and construction of staging areas & access roads to facilitate the replacements. New culverts will be installed either in place of the existing culverts or above the existing structures (some existing culverts will be plugged) Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Butte, Plumas. LEGAL - T22N, R4E, Sec 30; T22N, R4E, Sec 22; T24N, R6E, Sec 10; T25N, R6E, Sec 35; T25N, R9E, Sec 15 MDBM. Multiple Locations in Plumas and Butte Counties.	In Progress: Scoping Start 11/10/2010 Est. 215 Comment Period Legal Notice 01/2012	Expected: 02/2012	04/2012	R5 - Pacific Southwest Region Elaine Vercruysse 530-283-7651 evercruysse@fs.fed.us
Waters 2011 Timber Stand Improvement Project CE	- Vegetation management (other than forest products) Description: The project would masticate approximately 589 acres of plantations in order to improve growth and vigor of residual trees, reduce stand brush fuel accumulations, and enhance the development of existing plantations into mature timber stands. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=34893 Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T23N, R8E, Sections 1-4, 8, 10-14, 17, T23N, R9E, Sections 6, 7, 18. T24N, R8E, Section 36. T24N, R9E, Sections 31 and 32. Project units surround Third Water Creek in Meadow Valley, CA between the Big Creek drainage and Deanes Valley.	Completed	Actual: 12/08/2011	06/2012	Linda Smith 530-283-7628 llsmith@fs.fed.us
Whitlock Ravine Staging Area Development EA *NEW LISTING*	- Recreation management Description: Create gravel parking and install barriers for an Off Highway Vehicle and Snowmobile Staging Area. Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N R8E Section 12. Whitlock Ravine off County Road 435.	Developing Proposal Est. Scoping Start 01/2012	Expected: 08/2012	07/2013	Judy Schaber 530-836-7126 jschaber@fs.fed.us

Project Name	Project Purpose	Planning Status	Decision	Expected Implementation	Project Contact
Plumas National Forest Wildcat/Boulder Restoration Project EA	Mt. Hough Ranger District (excluding Projects occurring in more than one District) - Watershed management	Developing Proposal Est. Scoping Start 03/2012	Expected: 03/2013	R5 - Pacific Southwest Region 04/2013	Kelby Gardiner 530-283-7686 kgardiner@fs.fed.us
Description: Stabilize stream bed, improve aquatic species passage, and reduce sediment transport rates. Web Link: http://www.fs.fed.us/nepa/nepa_project_exp.php?project=32416 Location: UNIT - Mt. Hough Ranger District. STATE - California. COUNTY - Plumas. LEGAL - T24N, R12E, Sections 2 and 15; T24N, R13E, Section 31; T28N, R12E, Sections 21, 26, 27 and 36. Boulder Creek and Thompson Creek, north of Antelope Lake.					

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

This report contains the best available information at the time of publication. Questions may be directed to the Project Contact.



Federal Emergency Management Agency

Washington, D.C. 20472

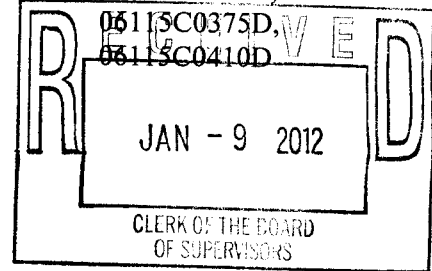
January 3, 2012

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

IN REPLY REFER TO:

Case No.: 11-09-0045P
Community Name: Yuba County, CA
Community No.: 060427
FIRM Panel Affected: 06115C0345D,



116

Dear Mr. Abe:

In a Letter of Map Revision (LOMR) dated August 16, 2011, you were notified of proposed modified flood elevation determinations affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for Yuba County, CA. These determinations were for Upper Olivehurst Drain - from just upstream of the confluence with Olivehurst Interceptor to the outlet from Orchard Detention Basin; Upper Linda Drain - from approximately 2,630 feet downstream of Alberta Avenue to approximately 200 feet upstream of Brophy Road; Upper Upper Olivehurst Drain - from the inlet to Orchard Detention Basin to just upstream of Wood Lane; and Orchard Detention Basin - approximately 800 feet west and 250 feet north of the intersection of Erle Road and Turnberry Drive. The 90-day appeal period that was initiated on September 1, 2011, when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed Base Flood Elevations (BFEs) in *The Appeal-Democrat*, has elapsed.

FEMA received no valid requests for changes to the modified BFEs. Therefore, the modified BFEs that became effective on December 30, 2011, remain valid and revise the FIRM and FIS report that were in effect prior to that date.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. The community number(s) and suffix code(s) are unaffected by this revision. The community number and appropriate suffix code as shown above will be used by the National Flood Insurance Program (NFIP) for all flood insurance policies and renewals issued for your community.

FEMA has developed criteria for floodplain management as required under the above-mentioned Acts of 1968 and 1973. To continue participation in the NFIP, your community must use the modified BFEs to carry out the floodplain management regulations for the NFIP. The modified BFEs will also be used to calculate the appropriate flood insurance premium rates for all new buildings and their contents and for the second layer of insurance on existing buildings and their contents.

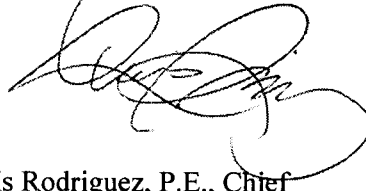
If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, please call the Director, Mitigation Division of FEMA in Oakland, California at

BOS CORRESPONDENCE **E**

(510) 627-7103.

If you have any questions regarding the LOMR, the proposed modified BFEs, or mapping issues in general, please call the FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627).

Sincerely,

A handwritten signature in black ink, appearing to read 'Luis Rodriguez', with a large, stylized flourish at the end.

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

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

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

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

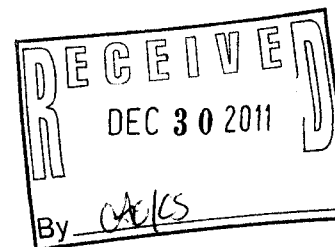


www.mountaincountieswater.com

December 28, 2011

Board of Supervisors
County of Yuba
915 8th Street, Suite 115
Marysville, CA 95901

Board of Directors
Bill George – President
Lowell Jarvis – Vice President
Barbara Balen – Treasurer / Secretary
Norm Krizl – Director
Don Stump – Director
John Kingsbury – Executive Director



Regarding: Board of Supervisors Presentation

Dear Board of Supervisors;

This is to request consideration to appear before the County of Yuba Board of Supervisors. I would like to introduce myself, highlight the Mountain Counties Water Resources Association history, background and activities, and request your support of the North State Water Alliance and consider joining the Association's membership.

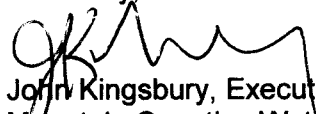
The Association has refocused its efforts to provide an immediate higher level of advocacy for its members due to the recent laws in 2009 that has set the stage for multiple policy, operational, and financial implications for this region by the activities of the Delta Stewardship Council, Bay Delta Conservation Plan, State Water Resources Control Board, and the California Water Plan Update, 2013.

The Association is most concerned about eroding origin water right protections, additional regulatory control on the upstream tributaries to the Delta, and other redirected impacts on upstream users that will shift negative economic, environmental or societal impacts to our communities.

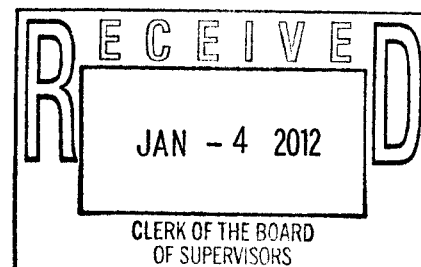
The County of Yuba's support is most important to assist with our efforts. I have attached the background on the Alliance, along with a resolution for your consideration and execution. I would also ask the County join the Association's membership to help protect the source water for this region. Currently, the counties of Calaveras & Placer are Executive members, and the counties of Nevada, Sierra & Tuolumne are General members.

Thank you in advance and I appreciate your consideration.

Sincerely,


John Kingsbury, Executive Director
Mountain Counties Water Resources Association

c: MCWRA Board of Directors
Robert Bendorf, County Administrative Officer



PO Box 251

Placerville, CA 95667

530.957.7879

BOS CORRESPONDENCE · F ·

NORTH STATE WATER ALLIANCE

A Water Resources Coalition for Northern California

December, 2011

Background

Recent Delta legislation, regulations, and plans pose serious risks to the economy, environment, and quality of life in the Sacramento metropolitan area, Sacramento Valley, and Sierra Nevada and Coast Range. These efforts raise concerns about water rights and supplies, land use, flood protection, economic development, water and wastewater rates, local environmental resources, water quality, agricultural viability, power generation, financing for Delta improvements, and related impacts.

In November 2009, the Legislature passed, and Governor Schwarzenegger signed, five water-related bills. One, SBx7 7 (Steinberg), required our region to reduce per capita water use 20% by 2020, whether or not it made economic sense locally. Another bill, SBx7 1 (the Sacramento-San Joaquin Delta Reform Act), established the Delta Stewardship Council (DSC) and called for the development of a Delta Plan to achieve statewide water supply reliability and Delta ecosystem restoration. Five drafts of the Delta Plan and a draft EIR on the plan have been released and raised the concerns noted above. The Bay-Delta Conservation Plan process, funded by Delta export water users, raises similar concerns. It is generally agreed that the problems of the Delta must be solved, but many stakeholders are concerned about impacts to our region. Many stakeholders have called for a regional coalition that can help us get ahead of issues and address concerns as a region, with a stronger voice and common objectives.

Regional Collaboration on Water Issues

As envisioned, founding members of the alliance, responsible for much of the initial coordination, outreach, and management would include SACOG, Regional Water Authority (RWA), Northern California Water Association (NCWA), Mountain Counties Water Resources Association (MCWRA). Other regional “umbrella” organizations may be added as the alliance grows. Since the impacts of a Delta solution could be widespread and pervasive in our region, the coalition would seek support from a broad and diverse group of interests, including business, labor, local governments, and community groups. The coalition would focus on shared regional concerns and would not be intended to replace or constrain individual actions on issues, but rather to complement and strengthen such efforts. The alliance could evolve to serve a number of functions including:

- Educating and informing interested parties on the status and potential impacts of Delta activities and related land use and water management issues,
- Aligning and coordinating the individual actions of alliance partners on issues,
- Identifying and educating those seeking a more active role in advocating for the region, and
- Providing a more influential voice before the legislature and the administration.

Specific activities of the coalition for the near-term include:

- Outreach to broaden solution-focused input and participation.
- Periodic meetings to discuss issues and develop regional positions and workable solutions.
- Disseminating information and status updates through email or newsletters.
- Providing a clearinghouse for comment letters, positions, and other information from individual alliance members to improve communication.
- Suggesting content for letters and comments from alliance members.
- Convening a regional forum on water issues.
- Coordinating individual legislative advocacy efforts.

A draft resolution and principles, intended to reach the widest possible audience of potential alliance participants has been developed. Organizations are urged to adopt the principles to demonstrate support of the alliance.

RESOLUTION NO. _____
A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA DECLARING PARTICIPATION IN THE NORTH STATE
WATER ALLIANCE

Whereas, the Sacramento metropolitan area, the Sacramento Valley, the northern Sierra Nevada and Coast Range can benefit from regional coordination and collaboration in developing implementable solutions to future water resources challenges and opportunities, and

Whereas, conditions in the Sacramento-San Joaquin Delta have reached a state of crisis that threatens the environment of the Delta and the economy of California, and

Whereas, proposed solutions for the Delta could pose serious risks to the water supplies, economy, environment, and quality of life in northern California, and

Whereas, in order to protect these interests the County of Yuba seeks to promote regional cooperation on water issues, and to be a part of a collaborative and comprehensive solution to the issues facing the Delta,

Therefore, be it resolved that we support a regional alliance based on the following principles:

Water rights priorities and area-of-origin assurances must be recognized and protected to ensure reliable supplies for all water uses and environmental needs in our region.

Stakeholders in the Sacramento region and northern California must be given the opportunity to be fully included in and consulted on all aspects of development of a Delta solution and other state and federal water policies that affect the region.

A Delta solution and other state or federal actions must honor and not reduce or preempt the authority and responsibilities of cities, counties, and other local agencies.

Northern California will continue to invest in and implement water supply, water efficiency, recycling and re-use, storage, and other water management projects and programs that are cost effective and improve our regional self-sufficiency.

We will support a Delta solution that:

- Is based on sound science to ensure it is effective and implemented in an equitable manner,
- Requires the beneficiaries of any actions associated with a Delta solution to fully fund the costs of such actions, and

- Does not shift negative economic, environmental, or societal impacts to areas in our region.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba on the _____th day of _____, 2012 by the following vote:

AYES: SUPERVISORS:

NOES: SUPERVISORS:

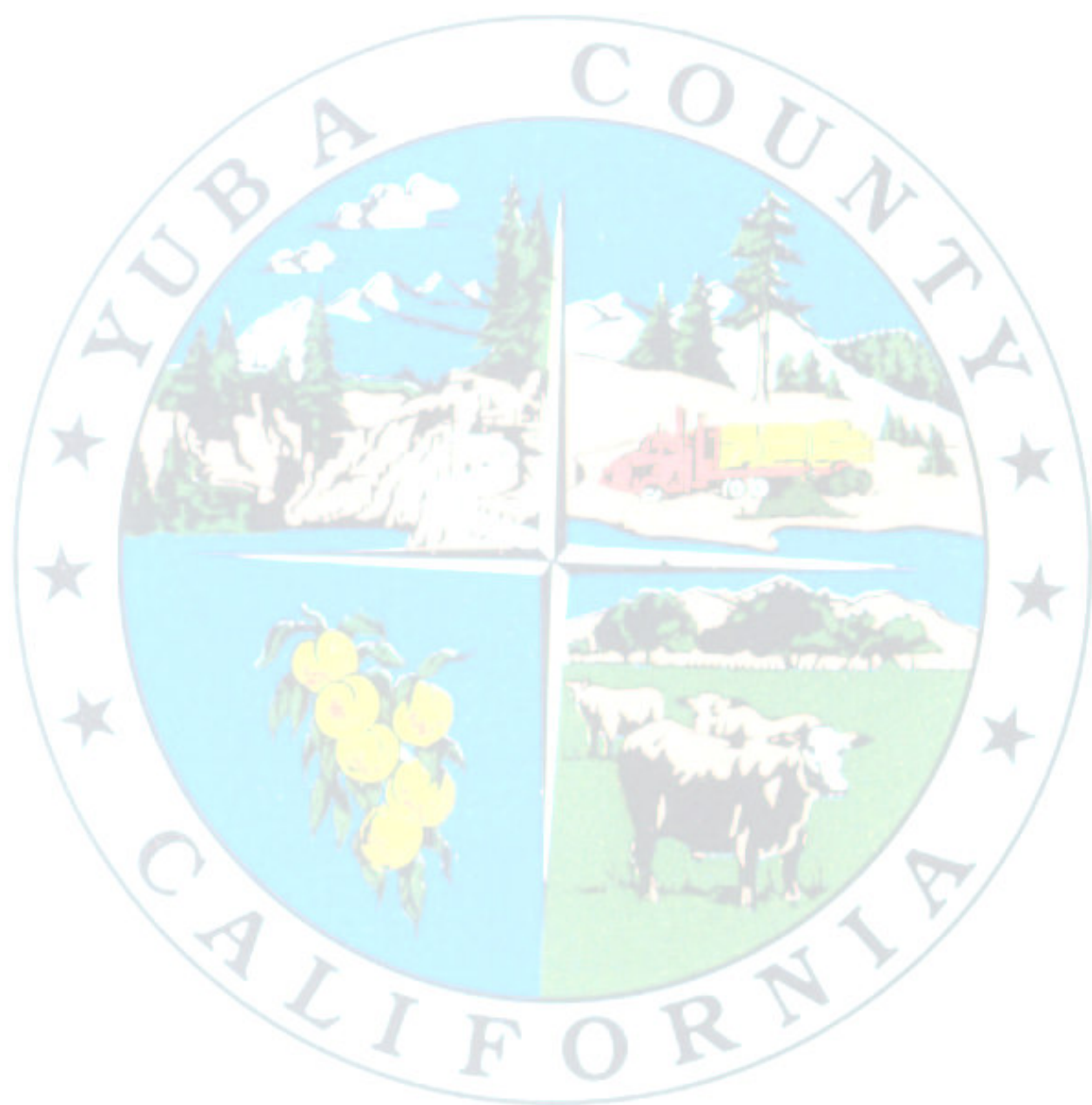
ABSENT: SUPERVISORS:

Chair/President

Manager / Clerk to the Board



LAW AND JUSTICE COMMITTEE



Yuba County Sheriff's Department


Steven L. Durfor, Sheriff - Coroner

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

Ph: 530-749-7777 • Fax: 530-741-6445

DATE: JANUARY 17, 2012

TO: LAW AND JUSTICE COMMITTEE

FR: STEVEN L. DURFOR, SHERIFF-CORONER 

RE: CHANGE SATURDAY SHELTER HOURS FOR ANIMAL CARE SERVICES

Recommendation

Amend the hours the Animal Care Services shelter is open to the public from the current hours of 9:00 am - 12:00 pm to the new proposed hours of 10:00 am - 2:00 pm.

Background

Section 31108 of the Food and Agricultural Code mandates that the required holding period for an impounded stray dog shall be four business days, not including the day of impoundment. Until January 1, 2012, the number of hours a shelter was open on a given day to qualify as a "business day" was not defined.

Section 4.01 of the Rules Governing Coverage and Compensation, Benefits and Working Conditions of Employees of the County of Yuba (Resolution No. 2005-113), outlines office hours for County offices.

Discussion

On Jan 1, 2012, Assembly Bill 222 became effective, amending Section 31108 of the Food and Agricultural Code. The amendment states that in order to count a day as a "business day" a shelter must be open to the public for at least 4 hours. The same section mandates the minimum number of business days animals must be held.

The Animal Care Services shelter is currently open to the public for three hours each Saturday, from 9:00 am to 12:00 pm. The new proposed hours of 10:00 am to 2:00 pm would qualify as a "business day", would best serve the public, facilitate adoptions, give more time to clean the shelter prior to opening, and allow 2 hours for responding to calls for service *before* opening to the public.

Fiscal Impact:

None

Attachments:
AB 222

Assembly Bill No. 222

CHAPTER 97

An act to amend Sections 221.1, 492, 4171, 31108, 31752, and 77067 of the Food and Agricultural Code, relating to agriculture.

[Approved by Governor July 25, 2011. Filed with
Secretary of State July 25, 2011.]

LEGISLATIVE COUNSEL'S DIGEST

AB 222, Committee on Agriculture. Food and Agriculture: omnibus bill.

(1) Existing law establishes the Department of Food and Agriculture Fund, a continuously appropriated fund used for specified purposes relating to enforcement of various provisions of law relating to various agriculture programs. Notwithstanding those provisions, existing law requires the Department of Food and Agriculture to establish all permanent positions within the department with the Controller's office pursuant to standard state administrative practices, and to report to the chairs of the fiscal committees of the Legislature, no later than January 10, 2005, on the positions established and funded, as specified.

Existing law also establishes the Food Biotechnology Task Force and authorizes the task force to request particular agencies to lead the effort to evaluate various factors related to food biotechnology. Existing law requires the task force to report the issues studied, findings, basis for their findings, and recommendations to the Governor and the Legislature by January 1, 2003.

This bill would delete the obsolete reporting requirements from these provisions.

(2) Existing law divides the state into agricultural districts, as specified, and provides for district agricultural associations, which are state institutions. Existing law authorizes the 50th District Agricultural Association, with the consent of the Secretary of Food and Agriculture, to enter into a joint powers agreement for, among other purposes, the purpose of creating a joint powers agency to operate, maintain, and improve the facilities and functions of the 50th District Agricultural Association. Existing law requires, prior to the commencement of the joint powers agreement, the parties to the agreement and the Department of Food and Agriculture to ensure that every employee in the civil service of the 50th District Agricultural Association is provided with the option of continuing his or her employment with the state. Existing law requires the joint powers agency to contract with the department for the services of the employee who chooses to continue his or her employment with the state, consistent with his or her civil service classification and status.

This bill would authorize the joint powers agency to contract with the department or the 50th District Agricultural Association for the services of an employee, consistent with his or her civil service classification and status.

(3) Existing law requires that the holding period for a stray dog or a stray cat impounded in a shelter be 6 business days, not including the day of impoundment, with exceptions, as provided.

This bill would define the term “business day” for purposes of these provisions as any day that a public or private shelter is open to the public for at least 4 hours, excluding state holidays.

(4) Existing law establishes the California Walnut Commission, composed of 8 walnut producers, 4 walnut handlers, and one member of the public. Existing law requires the commission to elect alternate members, and provides for the appointment of ex officio members.

Existing law provides that each member of the commission or each alternate member serving in place of a member, except for ex officio government members, and each member of a committee established by the commission who is a nonmember of the commission, may receive per diem not to exceed \$100 per day, as established by the commission, for each day spent in actual attendance at, or in traveling to and from, meetings of the commission or committees of the commission, or on special assignment from the commission. Existing law also authorizes members of the commission to receive necessary traveling expenses and meal allowances, as approved by the commission.

This bill would delete the provision for a \$100 per diem for members, alternate members, and committee members, and would instead provide that members of the commission may receive an amount not to exceed the reasonable and necessary traveling expenses and meal allowances, as established by the commission.

The people of the State of California do enact as follows:

SECTION 1. Section 221.1 of the Food and Agricultural Code is amended to read:

221.1. Notwithstanding Section 221, the department shall establish all permanent positions with the Controller’s office, pursuant to standard state administrative practices.

SEC. 2. Section 492 of the Food and Agricultural Code is amended to read:

492. (a) The Legislature hereby creates the Food Biotechnology Task Force. The task force shall be cochaired by the Secretary of California Health and Human Services, and the Secretary of the California Department of Food and Agriculture. The task force shall consult with appropriate state agencies and the University of California. The Department of Food and Agriculture shall be the lead agency.

(b) An advisory committee shall be appointed by the task force to provide input on issues reviewed by the task force. The advisory committee shall

consist of representatives from consumer groups, environmental organizations, farmers, ranchers, representatives from the biotechnology industry, researchers, organic farmers, food processors, retailers, and others with interests in the issues surrounding biotechnology.

(c) The Department of Food and Agriculture shall make funds available to other agencies to accomplish the purposes of this article and shall contract, where appropriate, with the California Council on Science and Technology, the University of California, or other entities to review issues evaluated by the task force or support activities of the advisory committee.

(d) The task force may request particular agencies to lead the effort to evaluate various factors related to food biotechnology. As funding becomes available, the task force shall evaluate factors including all of the following:

(1) Definition and categorization of food biotechnology and production processes.

(2) Scientific literature on the subject, and a characterization of information resources readily available to consumers.

(3) Issues related to domestic and international marketing of biotechnology foods such as the handling, processing, manufacturing, distribution, labeling, and marketing of these products.

(4) Potential benefits and impacts to human health, the state's economy, and the environment accruing from food biotechnology.

(5) Existing federal and state evaluation and oversight procedures.

(e) An initial sum of one hundred twenty-five thousand dollars (\$125,000) is hereby appropriated from the General Fund for disbursement to the Department of Food and Agriculture. It is the intent of the Legislature to make further funds available to accomplish the purposes contained in this article.

SEC. 3. Section 4171 of the Food and Agricultural Code is amended to read:

4171. (a) Notwithstanding any other provision of law, the 50th District Agricultural Association, with the consent of the secretary, may enter into a joint powers agreement pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code for the purpose of creating a joint powers agency to operate, maintain, and improve the facilities and functions of the 50th District Agricultural Association. This joint powers agency's duties shall include planning, designing, and constructing real property improvements, including new construction, alteration, extension, betterment, and repair, and purchasing fixed and movable equipment related to the facilities and functions of the 50th District Agricultural Association.

(b) The joint powers agency may accept the donation of, acquire, own, sell, or lease real property, and may pledge its property or revenue for the sale of bonds to construct, equip, and furnish the facilities, parking facilities, and any betterments, improvements, and facilities related thereto.

(c) The joint powers agency may make and enter into contracts and employ agents and employees. The joint powers agency may manage, maintain, and operate the facilities, or may enter into management contracts for the operation of the facilities. The planning, designing, and constructing

of these improvements, and the agency's other duties, as specified in this section, shall be undertaken in accordance only with those restrictions applicable to the joint powers agency.

(d) Prior to the commencement of the joint powers agreement, the parties to the agreement and the department shall ensure that every employee in the civil service of the 50th District Agricultural Association is provided with the option of continuing his or her employment with the state, or of accepting a position as an employee of the joint powers agency.

(1) With respect to an employee who chooses to continue his or her employment with the state, the employee shall continue to be subject to all of the provisions governing civil service employees, and, additionally, all of the following shall apply:

(A) The joint powers agency shall contract with the department or the 50th District Agricultural Association for the services of the employee, consistent with his or her civil service classification and status.

(B) The employee has the right to continue to provide services to the joint powers agency pursuant to that contract during the time the employee continues in the civil service classification he or she held at the time of the employee's election.

(2) With respect to an employee who chooses to leave his or her employment with the state and become an employee of the joint powers agency, those employees are not employees of the state, and are not subject to the requirements of Chapter 10.3 (commencing with Section 3512) and Chapter 10.5 (commencing with Section 3525) of Division 4 of Title 1 of the Government Code.

(3) If a position filled by a civil service employee pursuant to contract with the department becomes vacant, the joint powers agency may fill the position with a non-civil-service employee.

(e) If the joint powers agency contracts with another entity for the operation or management of the facilities, the requirements of subdivision (d) shall apply to the new entity prior to commencement of any agreement.

(f) The State of California is not liable for any debts, liabilities, settlements, liens, or any other obligations incurred by or imposed upon the joint powers agency. The joint powers agreement executed pursuant to this section shall expressly provide that the General Fund and the Fair and Exposition Fund shall be held harmless from all debts, liabilities, settlements, judgments, or liens incurred by the joint powers agency, and that neither the state nor any agency or division thereof shall be liable for any contract, tort, action or inaction, error in judgment, mistake, or other act taken by the joint powers agency, or any of its employees, agents, servants, invitees, guests, or anyone acting in concert with, or on the behalf of, the joint powers agency.

SEC. 4. Section 31108 of the Food and Agricultural Code is amended to read:

31108. (a) The required holding period for a stray dog impounded pursuant to this division shall be six business days, not including the day of impoundment, except as follows:

(1) If the public or private shelter has made the dog available for owner redemption on one weekday evening until at least 7 p.m. or one weekend day, the holding period shall be four business days, not including the day of impoundment.

(2) If the public or private shelter has fewer than three full-time employees or is not open during all regular weekday business hours, and if it has established a procedure to enable owners to reclaim their dogs by appointment at a mutually agreeable time when the public or private shelter would otherwise be closed, the holding period shall be four business days, not including the day of impoundment.

Except as provided in Section 17006, stray dogs shall be held for owner redemption during the first three days of the holding period, not including the day of impoundment, and shall be available for owner redemption or adoption for the remainder of the holding period.

(b) Except as provided in Section 17006, any stray dog that is impounded pursuant to this division shall, prior to the euthanasia of that animal, be released to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal rescue or adoption organization. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released.

(c) During the holding period required by this section and prior to the adoption or euthanasia of a dog impounded pursuant to this division, a public or private shelter shall scan the dog for a microchip that identifies the owner of that dog and shall make reasonable efforts to contact the owner and notify him or her that his or her dog is impounded and is available for redemption.

(d) As used in this division, a “business day” includes any day that a public or private shelter is open to the public for at least four hours, excluding state holidays.

SEC. 5. Section 31752 of the Food and Agricultural Code is amended to read:

31752. (a) The required holding period for a stray cat impounded pursuant to this division shall be six business days, not including the day of impoundment, except as follows:

(1) If the public or private shelter has made the cat available for owner redemption on one weekday evening until at least 7 p.m. or one weekend day, the holding period shall be four business days, not including the day of impoundment.

(2) If the public or private shelter has fewer than three full-time employees or is not open during all regular weekday business hours, and if it has established a procedure to enable owners to reclaim their cats by appointment at a mutually agreeable time when the public or private shelter would otherwise be closed, the holding period shall be four business days, not including the day of impoundment.

Except as provided in Sections 17006 and 31752.5, stray cats shall be held for owner redemption during the first three days of the holding period, not including the day of impoundment, and shall be available for owner redemption or adoption for the remainder of the holding period.

(b) Except as provided in Section 17006, any stray cat that is impounded pursuant to this division shall, prior to the euthanasia of that animal, be released to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released. The public or private shelter may enter into cooperative agreements with any animal rescue or adoption organization.

(c) During the holding period required by this section and prior to the adoption or euthanasia of a cat impounded pursuant to this division, a public or private shelter shall scan the cat for a microchip that identifies the owner of that cat and shall make reasonable efforts to contact the owner and notify him or her that his or her cat is impounded and is available for redemption.

(d) As used in this division, a “business day” includes any day that a public or private shelter is open to the public for at least four hours, excluding state holidays.

SEC. 6. Section 77067 of the Food and Agricultural Code is amended to read:

77067. No member of the commission or of any committee established by the commission that may include nonmembers of the commission shall receive a salary. Except for ex officio government members, the members may receive an amount not to exceed reasonable and necessary traveling expenses and meal allowances, as established by the commission, for each day spent in actual attendance at, or in traveling to and from, meetings of the commission or committees of the commission, or on special assignment for the commission, as approved by the commission.