

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.

MARCH 27, 2012

8:30 A.M. YUBA COUNTY WATER AGENCY

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

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

A. Administrative Services

1. Authorize Budget Transfer in the amount of \$16,110 from State Enterprise Zone Tax Credit program to various salaries and benefits line items to increase position of Administrative Technician from 50 percent to 100 percent funded for period January 1, 2012 to June 30, 2012. (083-12)

B. Board of Supervisors

1. Appoint Dale Whitmore to the Fish and Game Advisory Commission as an At-large Representative to fill the term ending May 5, 2013. (084-12)

C. Clerk of the Board of Supervisors

1. Approve minutes of the meeting of March 13, 2012. (085-12)

D. Clerk-Recorder/Elections

1. Adopt resolution authorizing agreement with State of California Secretary of State for HAVA Elections Assistance under Section 271 Program, Post-Elections Audit Program, and authorizing the Clerk-Recorder/Registrar of Voters to execute all documents required by the grant and any pertinent documents related and acceptance of funds. (086-12)

E. Community Development and Services

1. Approve Plans and Specifications and Estimate, authorize advertisement of bids for North Beale Shoulder Widening project, and authorize the Chair to execute same. (087-12)
2. Approve agreement with Nolte Associates, Inc., for Spring Valley Road and Waldo Road Bridge Replacement projects and authorize the Chair to execute same. (088-12)
3. Accept Draper Ranch North Phase 1 improvements as complete and release the performance bond #SU5019174, Tract Map 2003-26. (089-12)
4. Adopt resolution authorizing submission of revised transportation claim for funds from the Transportation Development Act of 1971 as amended to Sacramento Area Council of Governments. (090-12)

5. Accept Honcut Bridge Replacement Project as complete and authorize the Public Works Director to sign and record the Notice of Completion. (091-12)

F. Sheriff-Coroner

1. Adopt resolution authorizing the Sheriff to execute the State application for financial aid for the boating program and approving contract with Department of Boating and Waterways for boating and safety enforcement activities for Fiscal Year 2012-2013. (092-12)

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

V. **COUNTY DEPARTMENTS**

A. Community Development and Services

1. Adopt resolution designating Board of Supervisors to serve as the successor agency of the Yuba County Redevelopment Agency and elect to retain the assets and functions previously performed by the Yuba County Redevelopment Agency. (093-12)
2. Approve second amendment to agreement with WRA Environmental Consultants and authorize the Chair to execute same. (Five minute estimate) (094-12)

B. County Administrator

1. Approve response to the 2011/2012 Grand Jury Reports entitled Unauthorized Changes in Building Permit Fees and Jail Inspection, and authorize the Chair to execute same. (095-12)

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

- A. Ordinance - Hold public hearing, waive reading, and adopt ordinance enacting Title VI, Chapter 6.76 relating to vendor permits in County parks and recreation area. (Second reading) (Continued from March 13, 2012) (Land Use and Public Works Committee recommends approval) (Five minute estimate) (080-12)
- B. Ordinance - Hold public hearing, waive reading, and introduce ordinance amending Chapter 9.20 of Title IX of the Yuba County Ordinance Code by repealing and re-enacting sections 9.20.010 and 9.20.025 relating to parking restrictions for Pinewood Way. (Land Use and Public Works committee recommends approval) (First reading) (Ten minute estimate) (096-12)
- C. Public Hearing - Hold public hearing, adopt resolution approving the Joint Exercise of Power agreement relating to the California Municipal Finance Authority and adopt resolution approving the issuance of the Bonds of the California Municipal Finance Authority for the benefit of Goodwill Industries of Sacramento Valley and Northern Nevada Project (including any affiliate thereof of the Borrower), to provide for the financing of the project, in an aggregate principal amount not to exceed \$30,000,000. (Ten minute estimate) (097-12)
- D. Public Hearing - Hold public hearing and adopt resolution approving application and contract for funding from the State Community Development Block Grant program and authorizing the County Administrator, the Community Services and Agency Director, and the Planning Director to execute certain documents as necessary. (Fifteen minute estimate) (098-12)

VII. **CORRESPONDENCE** - (099-12)

- A. Notice from California Fish and Game Commission enclosing Economic Impact Analysis relating to Mammal Hunting Regulations. (Copy provided to Yuba County Fish and Game Advisory Commission)

B. Letter from California Department of Housing and Community Services regarding Neighborhood Stabilization Project scheduled monitoring March 27 through 30, 2012.

C. Letter from California Department of Finance regarding redevelopment successor agency representatives.

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

IX. **ADJOURN**

COMMITTEE MEETINGS

11:30 A.M. Human Services Committee - (Supervisors Vasquez and Griego - Alternate Supervisor Stocker)

A. Consider Children's Medical Services (CMS) Plan and Fiscal Guidelines for FY 2011-2012 - Health and Human Services (Ten minute estimate) (100-12)

Protective Inspection Committee - (Supervisors Vasquez and Abe - Alternate Supervisor Griego)

A. Consider funding levels for Title III projects available from the Secure Rural Schools and Community Self-determination Act of 2000 for Fiscal Year 2012/2013 and 2013/2014 - Agricultural Commissioner (Five minute estimate) (101-12)

B. Consider agreement with Applied Forest Management Inc. for consultant services to coordinate activities of the Yuba Watershed Protection and Fire Safe Council for Fiscal Years 2012/2013 and 2013/2014 - Agricultural Commissioner (Five minute estimate) (102-12)

C. Consider resolution authorizing certain contract agreements, cooperative agreements, grants, and memorandums of understanding for Fiscal Year 2012/2013 or multi-year - Agricultural Commissioner (Five minute estimate) (103-12)

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.

End



CONSENT
AGENDA

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The County of Yuba

Department of Administrative Services

Doug McCoy - Director



083-12

AIRPORT	741-6248
BUILDING & GROUNDS	749-7880
FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7891
PURCHASING	749-7882
TELECOMMUNICATIONS	749-7880

(530) 749-7880
FAX (530) 749-7884

March 27, 2012

TO: Yuba County Board of Supervisors

FROM: Doug McCoy, Director of Administrative Services

SUBJECT: Approve "Request for Transfer or Revision of Appropriation, Estimated Revenue or Funds" in the amount of \$16,110 as it relates to the administration of the Yuba-Sutter Enterprise Zone

Recommendation:

It is recommended that the Board approve the subject "Request for Transfer or Revision of Appropriation, Estimated Revenue or Funds" in the amount of \$16,110.

Background:

The budget appropriation is necessary to return the Administrative Technician position to full time for the period January 1 to June 30, 2012. The position was reduced to 50 percent at the start of the fiscal year due to a lack of general fund dollars available that previously assisted in funding a portion of the position.

Discussion:

The Administrative Technician position assists the Yuba-Sutter Enterprise Zone Manager with the 6-jurisdiction State Tax Hiring Tax Credit Program that provides state tax credits for the local business community as well as with administrative support of airport operations. The additional funds for the increased expenditure are available in Fund 126 from the local funds generated as part of the State Tax Credit Voucher Program.

Committee Action:

This item was not presented to the Public Facilities Committee due to the routine nature of the request and to complete the process in conjunction with the mid-year budget adjustments. This item was not included in the mid-year request as the revenue source was still being determined at the time the request was being prepared.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund.

Attachment

WHITE - AUDITOR
YELLOW - COUNTY ADMINISTRATOR
PINK - DEPARTMENT

COUNTY OF YUBA

AUDITOR-CONTROLLER

DATE _____ REQUEST FOR TRANSFER OR TRANSFER # _____

REVISION OF APPROPRIATION, ESTIMATED REVENUE OR FUNDS

DEPARTMENT ADMINISTRATIVE SERVICES (AIRPORT)

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

BUDGET OR ESTIMATED REVENUE

☒ ESTIMATED REVENUE INCREASE

☐ ESTIMATED REVENUE DECREASE

☐ APPROPRIATION DECREASED

☒ APPROPRIATION INCREASED

ACCOUNT NO.	NAME	AMOUNT
126-0000-361.46-50		16,110.00
		16,110.00

ACCOUNT NO.	NAME	AMOUNT
130-9500-432-01-01		13,900.00
130-9500-432-02-01		100.00
130-9500-432-02-02		1,932.00
130-9500-432-02-05		200.00
130-9500-432-02-06		70.00
130-9500-432-02-07		8.00

FUND TRANSFERS

OPERATING TRANSFERS OUT

ACCOUNT NO.	NAME	AMOUNT
126 Enterprise Zone		16,110.00

OPERATING TRANSFERS IN

ACCOUNT NO.	NAME	AMOUNT
130 APT. Enterprise Fund		16,110.00

GENERAL LEDGER (AUDITOR - CONTROLLER USE ONLY)

		AMOUNT				AMOUNT	
FUND	ACCOUNT	DEBIT	CREDIT	FUND	ACCOUNT	DEBIT	CREDIT

REASON FOR TRANSFER: Increase position of Administrative Technician from 50% time to 100% for period 1/1/2012 to 6/30/2012 to be paid from revenues generated from the State Enterprise Zone Tax Credit Program.

APPROVED:

☐ AUDITOR-CONTROLLER _____ Signature _____ Date _____
DEPARTMENT HEAD OR AUTHORIZED OFFICIAL

☒ COUNTY ADMINISTRATOR Robert Bentley 3/1/12 Administrative Services Director
Signature Date TITLE

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

AUDITOR - CONTROLLER

Auditor/Controller, Dean E. Sellers

Approved:

BOARD OF SUPERVISORS

Clerk of the Board

Date

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: **Fish and Game Advisory Commission – At-large Representative**

Date: March 27, 2012

Recommendation

Appoint Dale Whitmore to the Fish and Game Advisory Commission as an At-large Representative to fill the term ending May 5, 2013.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications, and meeting information and is periodically updated. This vacancy was posted due to the resignation of Buck Weckman whose term was scheduled to end May 5, 2013. An application from Dale Whitmore is attached for your review.

In light of the expressed interest, it would be appropriate to make appointment to fill the remaining time left in the unscheduled vacancy.

Fiscal Impact

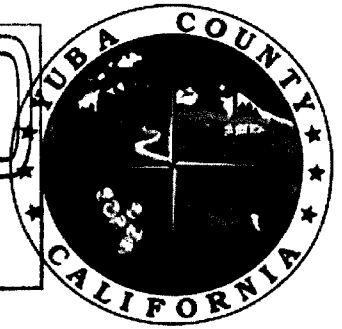
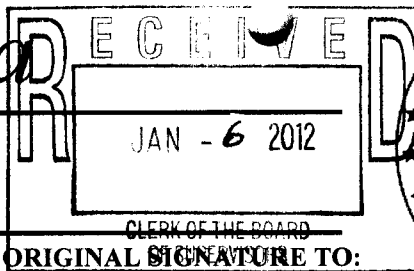
None

Committee Action

None required.

attachments

The County of Yuba



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

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Fish + Game Commission

APPLICANT NAME: Dale Whitmore

MAILING ADDRESS:

PHYSICAL ADDRESS:

TELEPHONE:

HOME:

WORK:

EMAIL ADDRESS:

OCCUPATION/PROFESSION: Wildlife Biologist
SUPERVISOR/ DISTRICT
NUMBER: 2

REASONS YOU WISH TO
SERVE ON THIS BODY: Passion for helping the public and wildlife.

QUALIFICATIONS: 35 years - Wildlife Biologist for the Department of Fish
and Game - Recently took a new F+G job in Oroville

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD: Advisor to the Yuba + Sutter Fish + Game Commissions for 27 years,
Marysville City Council

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

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

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

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

Dale Whitmore
SIGNATURE

January 6, 2012
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

The County of Yuba

BOARD OF SUPERVISORS

MARCH 13, 2012 – MINUTES



The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 9:31 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, Roger Abe, and Hal Stocker. Also present were County Administrator Robert Bendorf, Chief Deputy County Counsel Pat Garamone, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Stocker presided.

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

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

A. Community Development and Services

1. Adopt resolution authorizing purchase of public easements from single property owner of properties along Woodruff Lane, APN 006-050-017, 018, 042 and 043. (075-12)
 Adopted Resolution No. 2012-16, which is on file in Yuba County Resolution Book No. 43 entitled: "RESOLUTION AUTHORIZING THE PURCHASE OF PUBLIC EASEMENTS FROM A SINGLE PROPERTY OWNER OF PROPERTIES ALONG WOODRUFF LANE AND AUTHORIZING THE BOARD CHAIR TO EXECUTE ALL DOCUMENTS REQUIRED TO FINALIZE THE PURCHASE OF THE PROPERTIES BY THE COUNTY OF YUBA."

B. Clerk of the Board of Supervisors

1. Approve the minutes of the regular meeting of February 28, 2012. (076-12) Approved as written.

- IV. PUBLIC COMMUNICATIONS: No one came forward

V. COUNTY DEPARTMENTS

A. Board of Supervisors

1. Adopt resolution supporting five guiding principles and joining the Agricultural Floodplain Management Alliance and efforts to seek insurance solutions for agricultural structures destroyed or damaged by floods. (077-12) Continued to March 27, 2012.

B. Community Development and Services

1. Receive engineering and traffic report regarding Grove Avenue, deny request to close Grove Avenue, and provide direction as appropriate. (Fifteen minute estimate) (078-12) Public Works Director Mike Lee recapped the speed survey, associated analysis for Grove Avenue, and responded to Board inquiries.

Following Board discussion, Linda Fire Protection District Chief Webb responded to inquiries regarding vehicle accidents, difficulties associated with the use of speed bumps, and voiced support of the engineer's report.

The following individuals spoke:

- o Mr. Felix Irusta, Linda
- o Mr. Peter Hu, Linda

MOTION: Move to accept engineering and traffic report, deny the request to close Grove Avenue and implement the first course of action to install "Stop Ahead" and "T" intersection signs, and recommend steady and aggressive enforcement action along Grove Avenue

MOVED: Andy Vasquez SECOND: John Nicoletti

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

NOES: None ABSENT: None ABSTAIN: None

2. Approve activities for the 2012 Community Development Block Grant Application. (079-12) Community Development and Services Director Kevin Mallen recapped activities and alternatives, advised of changes to the process imposed by the State, and responded to Board inquiries.

Yuba Sutter Economic Development Corporation Manager Brenda Stranix and Economic Development Coordinator John Fleming spoke in support of Activities 1 and 2.

MOTION: Move to approve Activities 1, 2, and 3: Alternative 2 with the option of Alternative 1 if Alternative 2 is determined ineligible as identified in Exhibit A attached to and made a part of minutes.

MOVED: John Nicoletti SECOND: Mary Jane Griego

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

NOES: None ABSENT: None ABSTAIN: None

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

- A. Ordinance - Hold public hearing, waive reading, and introduce ordinance enacting Title VI, Chapter 6.76 relating to vendor permits in County parks and recreation area. (Land Use and Public Works Committee recommends approval) (Ten minute estimate) (First Reading) (080-12) Parks and Recreation Coordinator Ryan McNally recapped ordinance and responded to Board inquiries.

Supervisor Abe left the meeting at 10:28 a.m. and returned at 10:29 a.m.

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

MOTION: Move to close the public hearing, waive reading and introduce ordinance

MOVED: John Nicoletti SECOND: Mary Jane Griego

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

NOES: None ABSENT: None ABSTAIN: None

VII. CORRESPONDENCE – (081-12)

- A. Three notices from State of California Fish and Game Commission regarding proposed regulatory action relative to Central Valley salmon, Klamath-Trinity Rivers salmon sport fishing, and findings for the southern mountain yellow-legged frog and Sierra Nevada yellow-legged frog. (Copies provided to Fish and Game Advisory Commission) Accepted.
- B. Notice from Pacific Gas and Electric Company enclosing a CD of the Revised Study Plan for Narrows No. 2 Transmission Line Project No. 2678-005. Accepted.
- C. Letter from Yuba County Office of Education enclosing the final adoption of Map Alternative B adjusting the boundaries of the trustees and a resolution reducing the number of elected members from seven to five. Accepted.

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

Supervisor Vasquez: California Water Policy Conference held March 8 and 9, 2012

Supervisor Nicoletti:

- Correspondence from Yuba County Office of Education regarding reduction of elected members
- Met with citizens and students from Lindhurst High School regarding Caltrans lighting project on McGowan Parkway
- Beale Air Force Base discussions with Under-Secretary on federal budgeting and force reductions
- Congressman Garamendi meeting with Beale officials March 30, 2012

Supervisor Abe:

- Memorial Adjournment - Ms. Beverly Eachus
- Reclamation District 817 meeting held February 29, 2012
- U.C. Davis Extension Office hosted Yuba-Sutter Walnut Day February 29, 2012
- First Thursday Dinner held March 1, 2012
- Grand Jury meeting held March 6, 2012
- Local Area Formation Commission meeting held March 7, 2012
- Fremont-Rideout Health Group, Regional Medical Center ground breaking ceremony held March 8, 2012
- Olivehurst Public Utilities District/County Liaison and Sierra-Sacramento Valley EMS Agency meetings held March 9, 2012
- Hallwood Women's Club breakfast held March 11, 2012
- Regional Council of Rural Counties meeting Wednesday, March 14, 2012

Supervisor Griego:

- Local Area Formation Commission meeting held March 7, 2012
- Olivehurst Public Utilities District/County Liaison meeting held March 9, 2012
- Three Rivers Levee Improvement Authority met with residents and State officials regarding Riverside Drive encroachment issues
- Americorp Luncheon and presentation of Certificates of Appreciation held March 12, 2012
- Marijuana Ordinance Ad Hoc committee meeting
- Sacramento Area Council of Governments Board of Directors meeting Thursday, March 15, 2012

Supervisor Stocker:

- Memorial Adjournment - Mrs. Cheryl Ann Sutherland
- Memorial Adjournment - Mrs. Wanda Skeffington
- Dinner fundraiser for local family with two members afflicted with cancer held March 10, 2012
- Article regarding financial woes of cities and counties relating to unfunded debt

IX. CLOSED SESSION: The Board retired into closed session at 10:48 a.m. to discuss the following:

- A. Conference with Real Property Negotiator pursuant to Government Code §54956.8 - Property: APN 006-180-056, 061, 062, 066 Negotiating Parties: County of Yuba/Kevin Mallen/Derek Sandgren Negotiation: Terms of Payment
- B. Personnel pursuant to Government Code §54957 - Department Head Evaluation/County Administrator

The Board returned from closed session at 12:03 p.m. with all present as indicated above.
Chairman Stocker advised direction was provided regarding property negotiations.

X. ADJOURN: 12:04 p.m. by Chairman Stocker in memory of Ms. Beverly Eachus, Mrs. Cheryl Sutherland, and Mrs. Wanda Skeffington.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

BY: Rachel Ferris, Deputy Clerk

EXHIBIT A

ACTIVITY 1:

- **\$ 300,000** -- Economic Development Business Assistance Loan Program

The primary purpose of the Loan Fund program is to create and/or retain jobs, fifty-one percent (51%) of which must be filled by individuals from low to moderate-income families (households earning less than 80% of the Yuba County median income). The loan program will be available to Yuba County businesses for the purchase of land and buildings, machinery and equipment, an existing business, working capital for purchase of inventory, supplies, payment of wages, marketing and advertising or start-up costs.

ACTIVITY 2:

- **\$ 600,000** – Combination Homeownership Assistance and Housing Rehabilitation programs

The purpose of the Housing Rehabilitation program is to rehabilitate substandard dwelling units occupied by low to moderate income households (households earning no more than 80% of the area median income) through low-interest amortized loans. In some cases, loans to both low-income and moderate-income owner-occupants will be deferred.

The purpose of the First Time Homebuyer program is to make the owning of a home an affordable, reachable reality for low to moderate income homebuyers through low-interest amortized loans. This loan is intended to bridge the gap between the amount of the first loan and the purchase price of the home for buyers who have not owned a home in the last three years.

ACTIVITY 3:

- **\$1,100,000** – Public Improvements Project

Alternative 2: Widen Seventh Avenue from Powerline Road to west of Olivehurst Avenue.

The project consists of widening 7th Avenue to provide two through lanes, a continuous center two-way turn lane, and bicycle lanes. Curb, gutter and sidewalks will also be constructed. A storm drain system will be installed to collect runoff. Other minor items such as striping and signage will also be installed.

Alternative 1: Extend River Oaks Blvd north of Algodon Road and widen Algodon Road along the frontage of the Mercy housing development in Plumas Lake.

Extension of River Oaks Boulevard will consist of constructing two new lanes and an adjacent bicycle lane. The pavement along Algodon Road will be widened approximately 13 feet to meet the requirements of an Urban Collector street. Curb, gutter and sidewalks will be constructed along the project's frontage on River Oaks Boulevard and Algodon Road. A storm drain system for River Oaks Boulevard and Algodon Road will be installed to collect street runoff. CDBG funds will also be used to extend a water line from Algodon Road to the housing project site. Other minor items such as striping and signage will also be installed.

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TO: Board of Supervisors

FROM: Terry A. Hansen, Clerk/Recorder – Registrar of Voters *TH*

SUBJECT: Authorization to Execute Agreement for “Post-Election Audit Program”

DATE: March 13, 2012

Recommendation:

Adopt resolution authorizing Yuba County Clerk / Recorder – Registrar of Voters to enter into agreement with the California Secretary of State for the “Post-Election Audit Program” and authorize the Clerk / Recorder – Registrar of Voters to execute document as required by the grant and any pertinent documents related to this program and authorize acceptance of funds.

Background:

Through a grant process, the State of California made grant funds available for the purpose of reimbursement of County Employee costs for assisting with research for a post election audit funded by the Help America Vote Act (HAVA) Section 271. Yuba County has been allotted a maximum of \$5,000 for the period April 1, 2012 – December 31, 2012 for purposes of furnishing data on election results as specified by the SOS and partnering UC research team.

Discussion

Copy of agreement on file with the Clerk of the Board.

Committee Action:

Routine, not required.

Fiscal Impact:

No county match is required. Expenditures under this program will be reimbursed by the State of California upon submission of claim.

Attachment: Resolution

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

RESOLUTION

**AUTHORIZE THE YUBA COUNTY CLERK-)
RECORDER- REGISTRAR OF VOTERS TO)
ENTER INTO AGREEMENT WITH THE)
CALIFORNIA SECRETARY OF STATE FOR)
“HAVA ELECTIONS ASSISTANCE UNDER)
SECTION 271 PROGRAM” FOR A)
“POST-ELECTION AUDIT PROGRAM” &)
AUTHORIZE CLERK-RECORDER-)
REGISTRAR OF VOTERS TO EXECUTE)
DOCUMENT AS REQUIRED BY THE GRANT)
AND ANY PERTINENT DOCUMENTS)
RELATED TO THIS PROGRAM AND)
AUTHORIZE ACCEPTANCE OF FUNDS)**

RESOLUTION NO. _____

WHEREAS, the Secretary of State requests County of Yuba participation in a post election audit pilot program of election results; and

WHEREAS, the State of California has made federal grant (HAVA funds) available for the purpose assisting with research funded through Section 271 of the Help America Vote Act of 2002 for participation in the 2011 – 2012 “Post-Election Audit Program”, and

WHEREAS, the Board of Supervisors finds that a vital public interest is served by election results studies.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the Clerk-Recorder-Registrar of Voters is hereby authorized to enter into an Agreement with the California Secretary of State for HAVA assistance funds.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba as follows: That the Clerk-Recorder-Registrar of Voters is hereby authorized to:

1. accept an amount not to exceed \$5,000 for reimbursement for employee costs of salary plus benefits and/or scanning costs incurred for the audits during the period of April 1, 2012 through December 31, 2012.
2. execute documents as required by the Agreement during the stated period
3. accept and allocate funds for the stated period
4. amend the Agreement for additional or lesser funding and
5. execute Amendments or Memorandums of Understanding developed under this grant.

A copy of the said Agreement, or any amendment thereto, shall be filed in the office of the Clerk of the Board, County of Yuba.

PASSED AND ADOPTED this 27th day of March, 2012, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

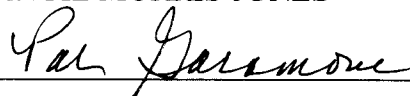
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
ANGIL MORRIS-JONES





DEBRA BOWEN | SECRETARY OF STATE | STATE OF CALIFORNIA
MANAGEMENT SERVICES | CONTRACT SERVICES

1500 11th Street, Room 460 | Sacramento, CA 95814 | Tel (916) 653-5974 | Fax (916) 653-8324 | www.sos.ca.gov

February 22, 2012

Yuba County
Attn: Terry A. Hansen
915 8th Street, Suite 107
Marysville, CA 95901

Subject: Agreement Number 11G27116

Complete the following item(s) and return to the address stated above within ten (10) business days, if necessary:

- ☒ STD. 213, Standard Agreement with attached exhibits. Please acquire the appropriate signature on the first page of the STD. 213, and the additional three single STD 213's and return to the address above. Fax and photocopies are not acceptable. A fully executed copy will be returned to you.
- ☐ STD. 213A, Standard Agreement Amendment. Please acquire the appropriate signature for the first page of the STD. 213A and the additional three single STD. 213A's and return. Fax and Photocopies are not acceptable. A fully executed copy will be returned to you.
- ☐ STD. 210, Short Form Contract. Please acquire the appropriate signature for the four single STD. 210's and return. Fax and Photocopies are not acceptable. A fully executed copy will be returned to you.
- ☐ STD. 65, Contract / Delegation Purchase Order. Enclosed is an executed copy for your records. You are now authorized to provide services.
- ☐ The enclosed agreement is signed on behalf of the Secretary of State. Please process and mail an executed copy of the agreement to the address above.
- ☐ Executed copy for your records.
- ☐ STD. 204 Payee Data Record (STD. 204) - Complete and return.
- ☐ CCC 307 Contractor Certification Clause - Complete and return.
- ☐ Please submit a copy of your Seller's Permit.
- ☒ Please submit a copy of the resolution, order, motion, or ordinance of your local governing body, which by law has granted the authority to enter into the proposed contract, authorizing execution of the agreement.

AGREEMENT NUMBER
11G27116

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Secretary of State

CONTRACTOR'S NAME

Yuba County

2. The term of this Agreement is: April 1, 2012 or upon approval by Dept. of General Services, if required, whichever is later through December 31, 2012

3. The maximum amount of this Agreement is: \$ 5,000.00
Five thousand dollars and zero 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
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C* – General Terms and Conditions	GTC-610

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 2 pages

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 3 pages

Exhibit F – County Resolution Page(s)

Exhibit G – County Employee HAVA Time Report 1 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

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.)
YubaCounty

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
915 8th Street, Suite 107
Marysville, CA 95901

STATE OF CALIFORNIA

AGENCY NAME
Secretary of State

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Dora Mejia, Chief, Management Services

ADDRESS
1500 11th Street, Sacramento, CA 95814

**California Department of
General Services Use Only**

☒ **APPROVED AS TO FORM**

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: Dr. Hermone

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. NAME OF PROGRAM

This program shall be known as "Post-Election Audit Program."

B. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Yuba ("County") with federal funds ("HAVA funds"), CFDA Number 90.403, administered by the U.S. Election Assistance Commission (EAC), to reimburse the County for assisting with research funded through Section 271 of the Help America Vote Act of 2002 (P.L. 107-252) ("HAVA"), subject to the provisions of this Agreement and all requirements of this grant and of state and federal law, regulations and procedures.

Secretary of State (SOS), requests County participation in a post election audit pilot program of election results to test risk-limiting audits in California counties. SOS has received a grant from the U.S. Election Assistance Commission (EAC) under HAVA Section 271 to conduct a 24-month post-election audit pilot to test new, risk-limiting audit models, including auditing results for multiple contests and cross-jurisdictional contests. SOS is partnering with University of California (UC) and with counties to conduct audits following elections in 2011-2012. County employees will be asked to furnish data on election results in specified elections as requested by the UC research team.

County employees will be asked to furnish data on election results in specified elections as requested by the UC research team. Grant funds will be used to reimburse the county for up to \$5,000 for costs of salary plus benefits of participating employees and/or ballot scanning costs incurred for the audits. Time sheets for participants will be required to include in county claims submitted to SOS. No reimbursement will be paid to County for indirect or overhead costs distributed to county administrative support services that may be associated with this Agreement.

C. PROJECT CONTACTS

The program representatives during the term of Agreement will be:

- a. For County: Terry A. Hansen (530) 749-7855
- b. For State: Debbie O'Donoghue (916) 653-6173

D. USE OF FUNDS

Grant funds will be used to reimburse the county for up to \$5,000 for costs of salary plus benefits of participating employees and/or ballot scanning costs incurred for the audits. Time sheets for participants will be required to include in county claims submitted to SOS. No reimbursement will be paid to County for indirect or overhead costs distributed to county administrative support services that may be associated with this Agreement. Reimbursement will be allowed for activities undertaken under this contract after April 1, 2012, but prior to final contract approval, if this contract is not fully executed prior to April 1, 2012. Reimbursements for activities other than those specifically listed herein will not be allowed without prior written approval from SOS.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL

1. Invoicing

- A. For services satisfactorily rendered and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Secretary of State
Attn: Accounts Payable
P O Box 944260
Sacramento, CA 94244-2600

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act or a HAVA Spending Plan or Spending Plan amendment 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 or a HAVA Spending Plan or Spending Plan amendment 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. Federal Funds

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if the United States Government for the fiscal years 11/12 and 12/13 for the purpose of this program makes sufficient funds available to the State. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

4. Maximum Amount Of HAVA Funds To Be Provided To County Under This Program

County shall not receive, pursuant to Agreement, more than \$5,000.00 in the aggregate.

**EXHIBIT B
(Standard Agreement)**

5. Failure To Properly Claim Maximum Amount Of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

6. Basis of Claims

Subject to the provisions of Paragraph 8 below related to the applicability of OMB Circular A-87, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Paragraph D ('Use of Funds') of Exhibit A 'Scope of Work'.

7. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

- (1) Contain a face sheet that summarizes each expenditure made under the terms set forth in Paragraph D of Exhibit A 'Scope of Work';
- (2) Include the total amount of the claim;
- (3) Identify whether additional claims are expected to be submitted;
- (4) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries; and
- (5) Include signed HAVA Activity Reports, please see sample which is Exhibit G, for each employee for whom reimbursement for time is being claimed.

8. Application Of OMB Circular A-87

OMB Circular A-87 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

9. Payments Of Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim. Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

10. Deadline For Submitting Claims

The deadline for submitting any claim under this program is January 31, 2013.

11. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

12. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also

EXHIBIT B
(Standard Agreement)

include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

13. Order Of Processing

Claims shall be processed by the Secretary of State in order of receipt.

14. Work Outside Of The Scope Of Work

Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work. Changes to the scope of work must be approved before work is undertaken,.

Exhibit C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to the Internet site below. From this page, select "Standard Contract Language" to access the current terms and conditions.
<http://www.ols.dgs.ca.gov/Standard+Language>.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>;
4. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period.
5. Records shall be maintained for three years after termination of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.

B. GENERAL PROVISIONS

1. HAVA funds can only be used for the purposes for which the HAVA funds are made;
2. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.

EXHIBIT D
(Standard Agreement)

3. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at http://www.osc.gov/documents/hatchact/ha_sta.pdf;
4. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purpose of implementing activities allowable under this Agreement;
5. Funds not claimed by County within 30 days of the end date of this contract, or any funds claimed by a county that are not approved for use by the Secretary of State within 60 days of the end date of this contract, shall revert to the Secretary of State;
6. 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 Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;
7. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;
8. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
9. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;
10. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;
11. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov.

**Exhibit E
(Standard Agreement)**

ADDITIONAL PROVISIONS

1. Amendments

The Secretary of State (SOS) reserves the right to amend the scope of work, increase the cost and/or extend the term of the agreement, based upon the SOS's need for completion of services and will be based on the original rate received and identified in the contract.

2. Hatch Act

The provisions of the federal Hatch Act shall apply to employees working for state and local entities receiving HAVA funds. The Hatch Act may be reviewed at http://www.osc.gov/documents/hatchact/ha_sta.pdf.

3. Commission, Percentage, Brokerage, or Contingent Fees

The Contractor warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. Termination

Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to Contractor.

5. Debarment and Suspension

Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov.

6. Audit for use of Federal Funds

Any recipient of federal funds must agree to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors.

7. Incompatible Activities

No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement and abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office, which is detailed below.

Exhibit E
(Standard Agreement)

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

- A. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
- B. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
- C. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
- D. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
- E. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
- F. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- G. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
- H. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- I. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

Exhibit E
(Standard Agreement)

- J. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
- K. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to your contract manager.

EXHIBIT G

COUNTY EMPLOYEE HAVA TIME REPORT

[illegible]

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

March 27, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Approval of Plans, Specifications and Estimate and Authorization for Advertisement of Bids for North Beale Road Shoulder Widening Project

RECOMMENDATION:

Approval of Plans, Specifications and Estimate and authorize the subject project for advertisement of bids, pending Caltrans approval, with a tentative bid opening date of April 17, 2012. The Specifications are available for review at Public Works.

BACKGROUND:

This project will widen the last segment of roadway with narrow shoulders along the North Beale Road corridor. The roadway will have widened paved shoulders from Lindhurst Avenue on the west all the way to Beale Air Force Base on the east. The project is funded with a combination of Congestion Mitigation and Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funds with a local match provided by the County of Yuba.

DISCUSSION:

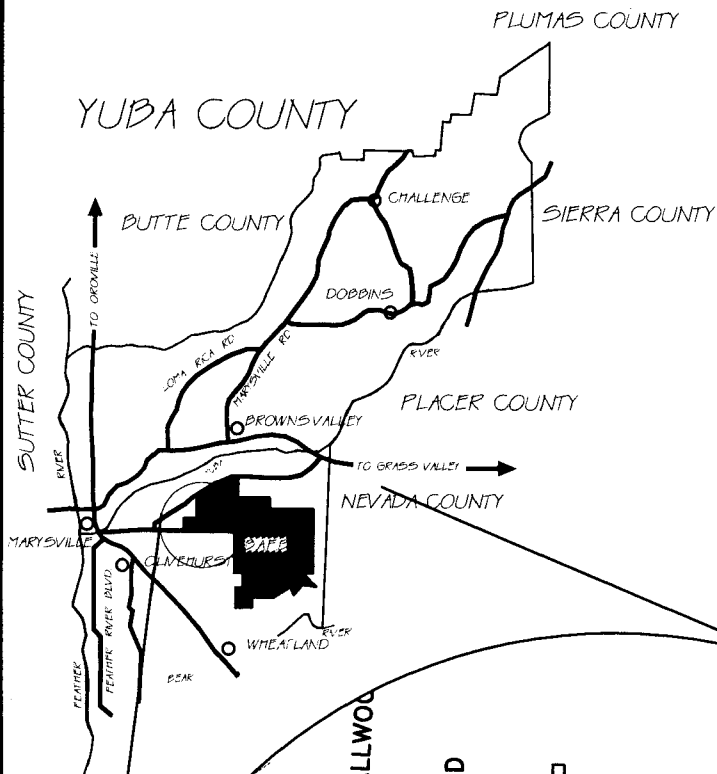
The work in general will consist of widening paved shoulders from Brophy Road to Beale Air Force Base, placing an asphalt concrete overlay from Griffith Avenue to Beale Air Force Base, then placing shoulder backing and striping the roadway. Minor improvements will also be made at the North Beale Road/Brophy Road intersection. The engineer's estimate for construction and construction engineering costs is approximately \$1,420,000. The project is expected to be completed by November 2012.

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 primarily funded with Federal-aid money through the CMAQ and RSTP Programs with a local match of 11.47% that will be provided by Yuba County. Yuba County's local match share will be approximately \$169,000 and will come from the Road Fund.

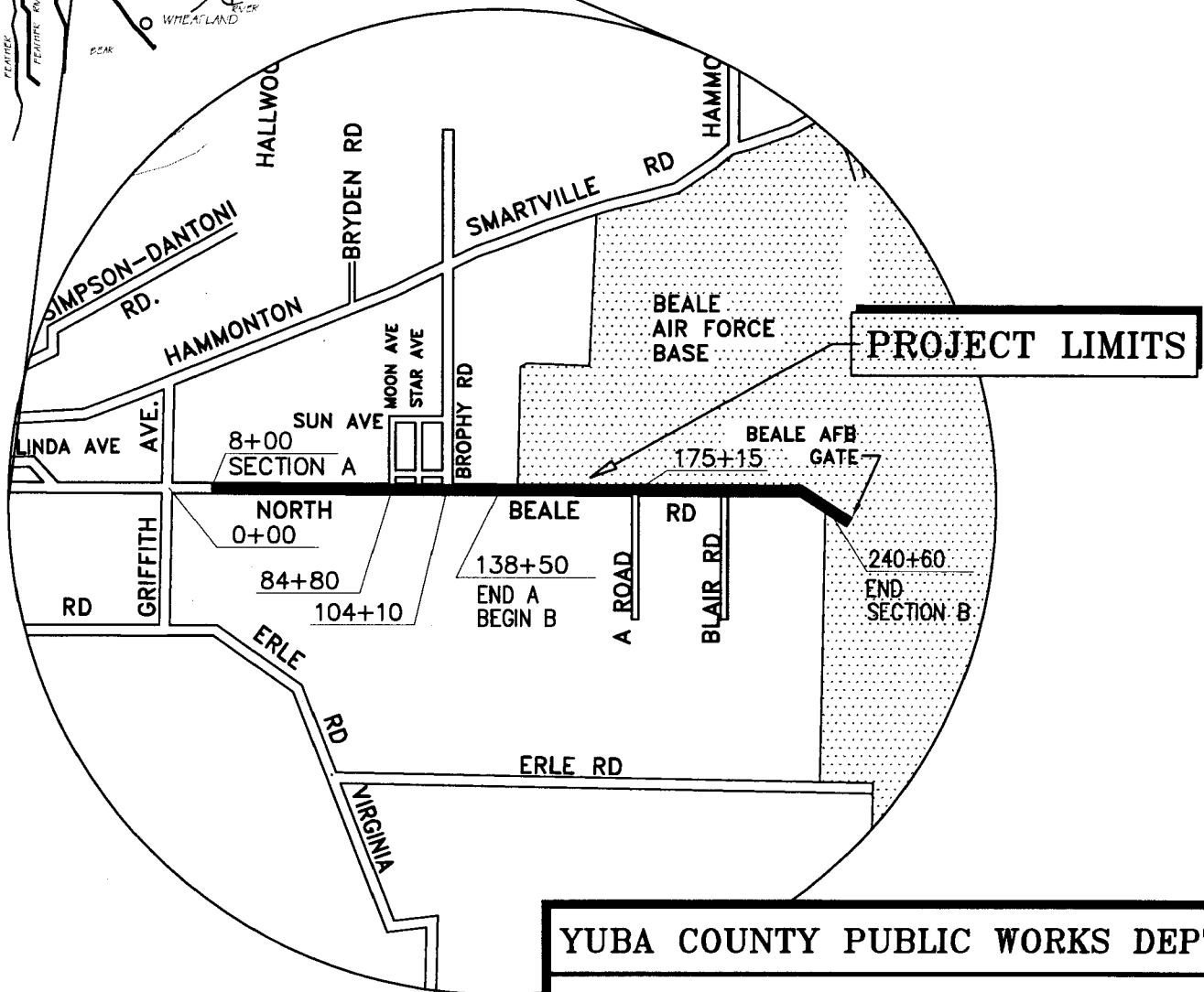


APPROVED BY: Michael Lee DATE: 3/8/12

MICHAEL LEE, P.E.
PUBLIC WORKS DIRECTOR
COUNTY OF YUBA
RCE 55795 EXP 12/31/2012

APPROVED BY: _____ DATE: _____

HAL STOCKER
CHAIR, YUBA COUNTY
BOARD OF SUPERVISORS



YUBA COUNTY PUBLIC WORKS DEPT.

TITLE SHEET

NORTH BEALE ROAD SHOULDER IMPROVEMENT PROJECT

CONTRACT NO. 2012-2212

FEDERAL NO. STPCML-5916(097)

DRAWN BY: EDA

DATE: 03/08/12

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



088-12

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

March 27, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: AUTHORIZATION TO AWARD AND EXECUTE AGREEMENT WITH
NOLTE ASSOCIATES, INC. TO PROVIDE PROFESSIONAL SERVICES FOR
THE SPRING VALLEY ROAD AND WALDO ROAD BRIDGE
REPLACEMENT PROJECTS

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve, and authorize its chairman to execute the agreement with Nolte Associates, Inc. to provide professional services to perform work for the Spring Valley Road and Waldo Road Bridge Replacement Projects.

BACKGROUND:

The existing bridges along Spring Valley Road and Waldo Road are currently rated as structurally deficient and are in need of replacement. The County has been working with SACOG and Caltrans to authorize funds for the design and construction of replacement bridges. Funds for preliminary engineering work were recently authorized and a request for proposals for professional design services was circulated. The County received four proposals from consultants. County staff reviewed and ranked the proposals resulting in a decision to recommend award of the work to Nolte Associates, Inc. in the amount of \$95,804. Construction of the bridges is tentatively scheduled for 2014 and 2016 respectively.

DISCUSSION:

The work provided will consist of surveying, mapping, and hydraulic design services. The County will be responsible for structure and roadway design, right of way acquisition, utility coordination, and project management. The purpose of this project is to replace two structurally deficient bridges with structures that meet current standards.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as these projects are included in the Public Works Budget.

FISCAL IMPACT:

Preparation of the surveys, exhibits and all required reports will not exceed \$95,804. The design for this project will be 100% funded through the Federal Highway Bridge Program (HBP) and Toll Credits.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for professional engineering services, for the Spring Valley Road over Browns Valley Ditch Bridge Replacement (Bridge No. 16C0083) and Waldo Road over Dry Creek Bridge Replacement (Bridge No. 16C0006) Projects ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

Nolte Associates, Inc.
"CONSULTANT"

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: March 12, 2012

Termination Date: March 11, 2014

The term of this Agreement shall become effective on March 12, 2012, and shall continue in force and effect for a period of two years unless sooner terminated in accordance with the terms of this Agreement.

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

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

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

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

8. ATTACHMENTS.

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

Attachment A – Scope of Work
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions

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

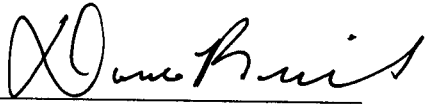
IN WITNESS WHEREOF, the parties hereto have executed this

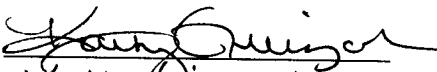
Agreement on _____, 2012.

"COUNTY"
COUNTY OF YUBA

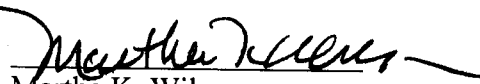
"CONSULTANT"

Chair

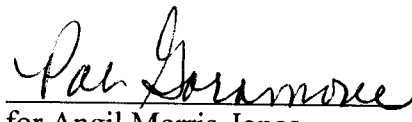

Dave Richard, Vice President
Nolte Associates, Inc.


Kathy Gierczak,
Assistant Treasurer

INSURANCE PROVISIONS APPROVED


Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


for Angil Morris-Jones,
County Counsel

COUNTY OF YUBA

Nolte Associates, Inc. – Spring Valley Road over Browns Valley Ditch Bridge Replacement
(Bridge No. 16C0083) and Waldo Road over Dry Creek Bridge Replacement (Bridge No.
16C0006) Projects

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES.

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

A.2. TIME SERVICES RENDERED. The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONSULTANT.

A.3. MANNER SERVICES ARE TO BE PERFORMED. As an independent Contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY. CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY OF YUBA

Nolte Associates, Inc. – Spring Valley Road over Browns Valley Ditch Bridge Replacement
(Bridge No. 16C0083) and Waldo Road over Dry Creek Bridge Replacement (Bridge No.
16C0006) Projects

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONSULTANT a contract fee not to exceed NINETY FIVE THOUSAND EIGHT HUNDRED FOUR DOLLARS (\$95,804); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed ONE HUNDRED FIVE THOUSAND THREE HUNDRED EIGHTY FOUR DOLLARS (\$105,384) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS. COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.

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

COUNTY OF YUBA

Nolte Associates, Inc. – Spring Valley Road over Browns Valley Ditch Bridge Replacement (Bridge No. 16C0083) and Waldo Road over Dry Creek Bridge Replacement (Bridge No. 16C0006) Projects

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONSULTANT and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONSULTANT at contracted rates.

C.2 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.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

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

C.5 ACCEPTANCE. All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of 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 CONSULTANT.

C.6 CONFIDENTIALITY. CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.7 INTELLECTUAL PROPERTY. COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

COUNTY OF YUBA

Nolte Associates, Inc. – Spring Valley Road over Browns Valley Ditch Bridge Replacement (Bridge No. 16C0083) and Waldo Road over Dry Creek Bridge Replacement (Bridge No. 16C0006) Projects

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

D.1.6 If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. All terms of employment

including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONSULTANT.

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

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

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

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

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

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

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

any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

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

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

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

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

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

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

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

In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to "COUNTY":

Department of Administrative Services
County of Yuba
Attn: Purchasing Agent
915 8th Street, Suite 119
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

Nolte Associates, Inc.
Attn: Dave Richard
2495 Natomas Park Drive, 4th Floor
Sacramento, CA 95833-2935
Office: 916-641-9100

ATTACHMENT E
INSURANCE REQUIREMENTS

E.1 MINIMUM SCOPE OF INSURANCE. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

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.

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

- | | | |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | <u>\$1,000,000</u> | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | <u>\$1,000,000</u> | Per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | As required by the State of California. | |
| 4. Employer's Liability: | <u>\$1,000,000</u> | Each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |

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

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

(a) The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT 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 CONSULTANT's insurance policy, or as a separate owner's policy.

(b) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

(c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

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

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

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

E.4. Verification of Coverage. CONSULTANT 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. CONSULTANT shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.

EXHIBIT 1 – Scope of Services

Task 1 Project Management

Task 1.1 Management

NV5 will perform the activities necessary to plan, direct, and coordinate the work of the project. This work will include requested services for this project. This work will include performing the services requested, providing input to the project schedules, and preparing monthly progress reports to accompany the project invoices. In addition, as part of the project, NV5 will establish and maintain a project filing system to keep records with all correspondence, communications, and submittals. Throughout the project, NV5 will document communications between the various parties involved.

Task 1.2 Meetings

Following the Notice to Proceed, NV5 will facilitate and attend a project initiation meeting to review the schedule and other project items, and to establish communication lines with the County and the project team. In addition, NV5 will attend two additional site field-reviews, or other project meetings as required to identify, address, or resolve other project issues as they arise. The NV5 Project Manager will coordinate closely with the County to ensure critical issues are raised and resolved at the meetings. Key NV5 team staff will attend these meetings as needed.

Task 1.3 Quality Assurance/ Quality Control

Throughout the project, NV5 will ensure project quality by incorporating our standardized Quality Assurance/Quality Control Plan. This includes conducting peer reviews of project submittals.

Task 1.4 Project Schedule

NV5 will provide schedule input to the County concerning the survey and hydraulic engineering services we are providing. The detailed schedule will initially be based on the various work elements and tasks described in the project scope of work. The schedule will be updated on a monthly basis to reflect any changes and will be submitted to the County for review. NV5 will develop the project schedule using Microsoft Project.

Task 2 Existing Document Review

NV5 will review all available information regarding the existing bridges and sites including data provided by the County. Information taken from our research and site visits will assist us in carrying out the work and in preparing the project deliverables.

Task 3 Survey and Base Mapping

Task 3.1 Spring Valley Road Bridge and Brown's Valley Ditch Topographical Mapping, Survey Control and Cross-Sections

NV5 will perform ground surveys for use in the design phase by the County. These surveys will include establishing horizontal and vertical control that can be utilized for the construction process. The Topographic Survey will be prepared at a scale of 1"=20'. The limits of the survey will extend approximately one hundred feet (100') each side of the existing

bridge and will extend 800' feet north and south of the existing bridge. This survey will be performed using conventional survey techniques and will show the location of existing trees (over 6" in diameter), existing bridge and support foundations, top and toe of slopes, edge of water and current water elevation, existing fences, adjacent structures, adjacent roadways, and utility information within the project area. Cross-sections of Brown's Valley Ditch will be taken at 50 foot interval, 200 feet upstream and downstream of the existing bridge and at the proposed bridge location. Additional sections will be taken at locations where Browns Valley Ditch interests other waterways. The location of visible utility vaults, manholes, catch basins and invert information of Storm and Sanitary Sewers will be shown based upon a field survey. The location of underground utilities lines such as: gas, water, electric, telephone, and any on-site utilities will be shown based upon available agency records. Mechanical detection of existing utilities is specifically excluded. Contours will be shown at one (1) foot intervals or as appropriate to clearly define the slopes.

Task 3.2 Spring Valley Road Bridge and Brown's Valley Ditch Boundary Survey/Right of Way Constraints Map

NV5 will prepare a Boundary Survey and a Right of Way (ROW) Constraints Map as follows:

- Research and review of existing title reports (provided by the County), deeds, maps, easements and other pertinent information.
- Perform field reconnaissance to recover existing property corners and monumentation called for by record maps and deeds.
- Perform a field survey to locate existing monumentation and physical features necessary for the resolution of the existing right of way of Spring Valley Road within the project area.
- Perform right of way analysis.
- Prepare a ROW Constraint Exhibit after the preferred alternative has been determined and the project limits set. This exhibit will show the project footprint superimposed on the existing right of way to help determine the location of the revised right of way limits.

Deliverables:

Spring Valley Road Bridge and Brown's Valley Ditch Boundary Survey / ROW Constraints Map (2 hard copies and 1 electronic copy)

Task 3.3 Waldo Road Bridge and Dry Creek Topographical Mapping, Survey Control and Cross-Sections

NV5 will perform ground surveys for use in the design phase by the County. These surveys will include establishing horizontal and vertical control that can be utilized for the construction process. The Topographic Survey will be prepared at a scale of 1"=20'. The limits of the survey will extend from the existing bridge on the west to approximately one hundred feet (100') each side of the proposed bridge location and will extend approximately 800 feet north and south of Dry Creek to allow proper conform to Waldo Road. This survey will be performed using conventional survey techniques and will show the location of existing trees (over 6" in diameter), existing bridge and support foundations, top and toe of slopes, edge of water and current water elevation, existing fences, adjacent structures, adjacent roadways, and utility information within the project area. Cross-sections of Dry Creek will be taken at 100 foot intervals, 500 feet upstream and downstream of the proposed bridge location and one at the proposed bridge location. Additional sections will be taken at locations where Dry Creek interests other waterways. The location of visible utility vaults, power poles, culverts and invert information will be shown based upon a field survey. The location of underground utilities lines such as: gas, water, electric, telephone, and any on-site utilities will be shown based upon available agency records. Mechanical detection of

existing utilities is specifically excluded. Contours will be shown at one (1) foot intervals or as appropriate to clearly define the slopes.

Task 3.4 Waldo Road Bridge and Dry Creek Boundary Survey/Right of Way Constraints Map

NV5 will prepare a Boundary Survey and a Right of Way (ROW) Constraints Map as follows:

- Research and review of existing title reports (provided by the County), deeds, maps, easements and other pertinent information.
- Perform field reconnaissance to recover existing property corners and monumentation called for by record maps and deeds.
- Perform a field survey to locate existing monumentation and physical features necessary for the resolution of the existing right of way of Waldo Road within the project area.
- Perform right of way analysis.
- Prepare a ROW Constraint Exhibit after the preferred alternative has been determined and the project limits set. This exhibit will show the project footprint superimposed on the existing right of way to help determine the location of the revised right of way limits.

Deliverables:

- Waldo Road Bridge and Dry Creek Boundary Survey/Right of Way Constraints Map (2 hard copies and 1 electronic copy)

Under Task 3, the following are excluded from the scope of services:

- Property Corners or Right of Way Monuments will not be established as a part of this scope of work.
- Construction Staking
- Preparation of Record of Surveys or Corner records if required.

Task 4 Hydrologic and Hydraulic Analysis

NV5 will conduct a hydrology and hydraulic (H&H) analysis of the Brown's Valley Ditch and Dry Creek in accordance with Caltrans and Yuba County requirements and standards. The investigation will include an analysis of the potential for channel scour and debris buildup, and provide recommendations for bridge geometry and bridge type based on the site hydraulic characteristics. NV5's H&H analysis will also make recommendations for any scour countermeasure requirements needed to protect the abutments and piers of the proposed bridge replacement structure for the Spring Valley Road and Waldo Road Bridges.

Task 4.1 Establish Existing Conditions - Browns Valley Ditch

Brown's Valley Ditch is a water delivery facility for the Brown's Valley Irrigation District (BVID). The flow rate in the Ditch is controlled by flow diversions from the nearby waterways and the physical capacity of the Ditch. Consultation with the BVID will determine the maximum system flow in the Ditch. Additional hydrologic investigations by NV5 will determine if higher flows can be contained and conveyed in the Ditch from local runoff contributions to the Ditch. The maximum possible flow in the Ditch will be analyzed at the Spring Valley Road Bridge. The 50-year and 100-year design flows at the bridge site will be determined using USGS Regression Equations.

As the basis of the hydraulic design, NV5 will use the surveyed topographic information, to establish the streambed cross sections to be used to develop a hydraulic model of Brown's Valley Ditch at the bridge location. The hydraulic model will

be developed using the US Army Corps of Engineers HEC-RAS computer program and will be used to determine Water Surface Elevations (WSEL) with the proposed replacement bridge geometry. Because Brown's Valley Ditch is used primarily as an irrigation canal, the flows in the canal are frequently at near the capacity of the canal for extended periods of time. This condition causes stream bottom equilibrium which is different than a typical natural stream; with channel and scour and degradation being a particular concern.

Task 4.2 Establish Existing Conditions - Dry Creek

It is understood that a more advanced hydrologic model such as the HEC-HMS computer program, a hydrograph method of determining peak flow conditions, will not be performed for the hydrologic analysis unless a separate agreement is made with the County. At Waldo Road, Dry Creek has a watershed area of about 66 square miles with a peak 50-year flow rate of about 9,200 cfs. NV5 will verify the information using USGS Regression Equations and gaged data in the vicinity of the project site.

As the basis of the hydraulic design, NV5 will use the topographic information obtained from project the specific creek survey to establish the streambed cross sections to be used to develop a hydraulic model of Dry Creek at the bridge location. The hydraulic model will be developed using the US Army Corps of Engineers HEC-RAS computer program and will be used to determine Water Surface Elevations (WSEL) with the proposed replacement bridge geometry.

Task 4.3 Location Hydraulics Study - Brown's Valley Ditch

Proposed alternative bridge replacement structures for the Spring Valley Road Bridge will be evaluated to estimate the potential impacts on the existing flood conditions. This analysis will consider impacts of the bridge piers, abutments, skew, deck configuration, and approach roadway vertical alignments. The hydraulics model prepared during the existing conditions task will be used as the basis for the evaluation of the alternative bridge configurations.

NV5's draft hydraulic evaluations will also provide flow velocities upstream, within, and downstream of the proposed replacement bridge structure. These velocities will be used to assess the potential for channel scour at the bridge abutments and piers, and will also be used to design scour counter measures to minimize scour at these locations during the final design phase.

Using the hydrologic and hydraulic data developed during the alternative evaluation process, NV5 will prepare a project Location Hydraulic Study. This Study will include the appropriate items identified in the Caltrans Local Assistance Procedures Manual, Section 11, Exhibit 11-E, "Checklist for Drainage Studies and Report."

Deliverables:

Draft Location Hydraulics Study (Delivered with Draft Environmental Documents prepared by the County or other consultants): 5 hard copies and 1 electronic pdf copy.

Final Location Hydraulics Study (Delivered with Final Environmental Documents prepared by the County or other consultants): 5 hard copies and 1 electronic pdf copy.

Task 4.4 Location Hydraulics Study - Dry Creek

Proposed alternative bridge replacement structures for the Waldo Road Bridge will be evaluated to estimate the potential impacts on the existing flood conditions. This analysis will consider impacts of the bridge piers, abutments, skew, deck configuration, and approach roadway vertical alignments. The hydraulics model prepared during the existing conditions task will be used as the basis for the evaluation of the alternative bridge configurations.

NV5's draft hydraulic evaluations will also provide flow velocities upstream, within, and downstream of the proposed replacement bridge structure. These velocities will be used to assess the potential for channel scour at the bridge abutments and piers, and will also be used to design scour counter measures to minimize scour at these locations during the final design phase.

Using the hydrologic and hydraulic data developed during the alternative evaluation process, NV5 will prepare a project Location Hydraulic Study. This Study will include the appropriate items identified in the Caltrans Local Assistance Procedures Manual, Section 11, Exhibit 11-E, "Checklist for Drainage Studies and Report."

Deliverables:

Draft Location Hydraulics Study (Delivered with Draft Environmental Documents prepared by the County or other consultants): 5 hard copies and 1 electronic pdf copy.

Final Location Hydraulics Study (Delivered with Final Environmental Documents prepared by the County or other consultants): 5 hard copies and 1 electronic pdf copy.

Task 4.5 Design Hydraulic Reports

Following approval of the preferred bridge replacement alternatives, NV5 will use the hydrologic and hydraulic data developed for the Location Hydraulics Studies as a base for the preparation of the detailed hydraulic models for the 50-year and 100-year runoff events. The results of the detailed modeling effort will be presented in the project Design Hydraulic Reports. These reports will include the appropriate items identified in the Caltrans Local Assistance Procedures Manual, Section 11, Exhibit 11-E, "Checklist for Drainage Studies and Report."

NV5's detailed hydraulic model will also provide flow velocities upstream, within, and downstream of the proposed replacement bridge structure. These velocities will be used to assess the potential for channel scour at the bridge abutments and piers, and will also be used to design scour counter measures to minimize scour at these locations.

In Brown's Valley Ditch, particular attention will focus on the angles in the Ditch on either side of Spring Valley Road. The changes in alignment have the potential to focus erosive forces on the Ditch banks. Necessary scour countermeasures will be identified. In Dry Creek, particular attention will focus on the potential for scour at the bridge piers and abutments due to the large flows in Dry Creek. Site geotechnical information will be utilized to calculate the potential depth of scour at critical locations along the bridge. NV5 assumes the County's geotechnical consultant will provide the scour gradation analysis.

The Design Hydraulic Reports will evaluate the Design Flood (Q50), Base Flood (Q100) and Overtopping Flood (or Flood of Record). For each flow condition the following flow characteristics will be investigated and defined:

- Design Flows
- Water Surface Elevations
- Water Surface Profiles
- Freeboard
- Flooding Limits
- Flow Velocities
- Scour Depths
- Scour Countermeasure Requirements

A draft of each Design Hydraulic Report will be prepared for submission to Caltrans and the County for review and comment. Upon completion of the County's review, NV5 will prepare the final Design Hydraulic Reports.

Deliverables:

Draft Design Hydraulic Report (Delivered with the 30% Project Plan Submittal prepared by the County or other consultants): 5 hard copies and 1 electronic pdf copy.

Final Design Hydraulic Report (Delivered with the Final PS&E Submittal prepared by the County or other consultants): 5 hard copies and 1 electronic pdf copy.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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March 27, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR

SUBJ: ACCEPT DRAPER RANCH NORTH PHASE 1 IMPROVEMENTS AS COMPLETE AND
RELEASE THE PERFORMANCE BOND (#SU5019174), TM 2003-26

RECOMMENDATION:

Approve Draper Ranch North Phase 1 Improvements as complete and release the Performance Bond (#SU5019174) for the project.

BACKGROUND:

Meritage Homes of California, Inc. was the developer that entered into the Subdivision Improvement Agreement for the Draper Ranch Phase 1 Project. The project consisted of constructing street improvements such as paved roadways, curb, gutter, sidewalk and street lights for tract homes on the west side of Arboga Road between McGowan Parkway and Ella.

DISCUSSION:

The developer has completed the improvements and has placed a Maintenance Bond (#SU5019174A) for the one year warranty period. Per County Ordinance, the Board of Supervisors has the authority to release the bonds. Once the Board takes action to release the bonds, the Public Works Department will return the Performance Bond (#SU5019174) to the surety company and file a Notice of Completion.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed due to the routine nature of this request.

FISCAL IMPACT:

None.

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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To: Board of Supervisors

From: Michael G. Lee, Public Works Director

Subject: Adopt Resolution authorizing submission of Transportation Claim to SACOG.

Date: March 27, 2012

Recommendation

Adopt the attached resolution which authorizes the submission of Yuba County's revised Transportation Claim to the Sacramento Area Council of Governments (SACOG).

Background/Discussion

Attached is the revised Annual Transportation Claim for funds from the Transportation Development Act of 1971 as amended by SB 1335 approved June 25, 1982. The amount for the fiscal year 2011/2012 is \$728,662. This total includes:

Streets and Roads Claim	351,488.00
Yuba-Sutter Transit Authority	355,314.00
SACOG Planning	21,860.00

This request has been made in accordance with revised information provided by Yuba-Sutter Transit Authority that the above-mentioned funding is needed for fiscal year 2011/2012 to meet their transit needs. Yuba-Sutter Transit Authority lowered the requested amount from \$464,279 to \$355,344, leaving an additional \$108,965 for Street and Road purposes.

Committee

Committee has been bypassed as no committee action is required.

Fiscal Impact

No fiscal impact to the General Fund. Revenue has been budgeted in the Road Fund.

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

**RESOLUTION AUTHORIZING SUBMISSION)
OF REVISED TRANSPORTATION CLAIM)
FOR FUNDS FROM THE TRANSPORTATION)
DEVELOPMENT ACT OF 1971 AS AMENDED)**

RESOLUTION NO. _____

WHEREAS, the County of Yuba intends to submit a Transportation Claim to the Sacramento Area Council of Governments (SACOG) for funds available from the Transportation Development Act of 1971, as amended, and

WHEREAS, the Sacramento Area Council of Governments has advised Yuba County of an apportionment for fiscal year 2011/2012 of \$728,662; this total amount includes the revised sum required for Yuba-Sutter Transit Authority transit needs in the amount of \$355,314, and

WHEREAS, the funds required to meet the requirements of fiscal year 2011/2012 of the Yuba-Sutter Transit Authority can be met from the sum of \$355,314, the sum of \$351,488 can be utilized for street and road purposes, and the remaining sum of \$21,860 will be available for SACOG Planning Program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby finds and declares that there are no areas within it's jurisdiction with unmet transit needs which can reasonably be met either through expansion of existing transportation systems or by establishing new systems;

BE IT FURTHER RESOLVED, that the Board of Supervisors hereby authorizes submission of a revised Annual Transportation Claim to the Sacramento Area Council of

Governments for \$728,662; such funds to be used for purposes indicated in claim with \$355,314 apportioned to Yuba-Sutter Transit Authority, \$351,488 for street and road purposes, and \$21,860 to SACOG for the Planning Program.

PASSED AND ADOPTED this _____ day of _____
2012, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

HAL STOCKER, CHAIRMAN

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
ANGIL MORRIS-JONES

Pat Garmon

TDA-1 TRANSPORTATION DEVELOPMENT ACT CLAIM

TO: Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

FROM:

Claimant	County of Yuba, Department of Public Works		
Address	915 8 th Street, Suite 125		
City	Marysville	Zip Code	95991
Contact Person	Michael Lee		
Telephone	(530) 749-5420		
E-Mail	mlee@co.yuba.ca.us		
Facsimile	(530) 749-5424		

The above claimant hereby requests, in accordance with authority granted under the Transportation Development Act and applicable rules and regulations adopted by the Sacramento Area Council of Governments (SACOG), that its request for funding be approved as follows:

LTF:

373,348	FY 2011/2012
---------	--------------

FY

FY

FY

FY

STA:

FY

FY

FY

FY

FY

Submitted by:



, Michael G. Lee

Title:

Public Works Director

Date:

March 2, 2012

TDA-2

ANNUAL PROJECTION AND EXPENDITURE PLAN

[illegible]

TDA-3
STATUS OF PREVIOUSLY APPROVED PROJECTS

Instructions — Describe the status of all prior fiscal year TDA claim projects and any projects from previous years that are still active, as follows:

- Include both operating and capital budgets
- Approved amounts should be specified in TDA claims approved by SACOG
- Expenditures should be to date
- Project status should be either "Complete" or "Active"

Fiscal Year	Project Title	Amount Approved		Expenditures		Project Status
2010/2011	Article 8 – Section 99400 (a) for Streets & Roads, Routine Maintenance	373,322		373,322		Complete
2010/2011	SACOG Planning	22,285		22,285		Complete
TOTAL		\$ 395,607	\$	\$ 395,607	\$	

TDA-4
STATEMENT OF CONFORMANCE

Form TDA-4 must be completed and signed by the Administrative Office of the submitting claimant.

The Yuba County Board of Supervisors

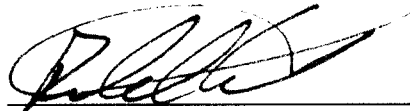
hereby certifies that the Transportation Development Act claim for fiscal years 2011/2012

in the amount of \$ 373,348.00 (LTF) and \$ 0.00 (STA)

for a total of \$ 373,348.00 conforms with the requirements of the

Transportation Development Act and applicable rules and regulations (see Attachment A for listing of conformance requirements).

Certified by Chief Financial Officer



Title Auditor / Controller

Date 3/5/12

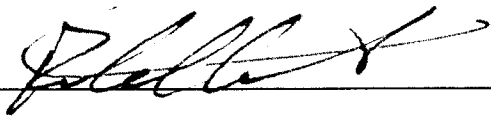
TDA-5
TDA CLAIM CERTIFICATION FORM

I, C. Richard Eberle, Chief Financial Officer for the County of Yuba

do hereby attest, as required under the California Code of Regulations, Title 21, Division 3, Chapter 2, Section 6632, to the reasonableness and accuracy of the following:

- (a) The attached budget or proposed budget for FY 2011-2012
- (b) The attached certification by the Department of the California Highway Patrol verifying that N/A is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.
- (c) The estimated amount of FY 2011-2012 maximum eligibility for moneys from the Local Transportation Fund and State Assistance Fund, as defined in Section 6634 is \$ 373,348.00

Signature of Chief Financial Officer



Agency Name County of Yuba

Date 3/5/12

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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MARCH 27, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Accept Honcut Creek Bridge Replacement Project as Complete and Authorize the Public Works Director to Sign and Record the Notice of Completion

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors accept the project as complete and authorize the Public Works Director to sign and record the Notice of Completion.

BACKGROUND:

R.M. Harris Company, Inc. was awarded the contract for the Honcut Creek Bridge Project in the amount of \$1,528,595.60 on February 22, 2011. The project consisted of replacing the bridge and bridge approaches on Honcut Road crossing Honcut Creek at the Yuba/Butte County line. The work in general included removing the old bridge and replacing it with a wider, taller concrete box girder structure, raising and reconstructing the roadway approaches, replacing irrigation drainage structures and relocating utilities.

DISCUSSION:

The Contractor has completed the work. Once the Board accepts the project as complete the Public Works Department will file a Notice of Completion with the Yuba County Recorder.

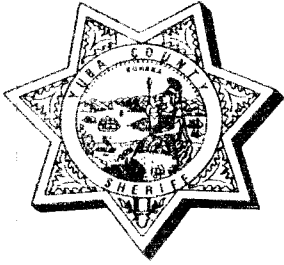
COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed as this project was included in the Public Works Budget, and the request is routine in nature.

FISCAL IMPACT:

The construction of this project utilizes Toll Credits and is 100% funded through the HBP program.

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Yuba County Sheriff's Department

Steven L. Durfor, Sheriff - Coroner

092-12

215 5th Street, Suite 150, Marysville, CA 95901
Ph: 530-749-7777 • Fax: 530-741-6445



MARCH 27, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

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

RE: BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM

RECOMMENDATION:

1. Approve the Resolution authorizing the Sheriff to execute the State Application for Financial Aid for the Boating Program for Fiscal Year 2012-13;
2. Approve the contract between the County of Yuba and the Department of Boating and Waterways for the purpose of performing boating and safety enforcement activities for Fiscal Year 2012-2013.

BACKGROUND:

This is an annual agreement that has been in effect for many years and requires Board of Supervisor's approval. The agreement covers the period of July 1, 2012 to June 30, 2013, and provides reimbursement of \$166,131 for conducting boating safety and enforcement activities on Yuba County waterways. This funding allows for 1 Deputy III and 1 Sergeant to patrol the County waterways for the FY 2012-2013.

DISCUSSION:

This is the continuation of an agreement that is a benefit to both agencies. The agreement will provide for a total of \$166,131 in additional law enforcement revenue. The Sheriff will provide reimbursable law enforcement services in accordance with the attached agreement.

FISCAL IMPACT:

Boat taxes estimated at \$31,162.

COMMITTEE ACTION:

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

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:)	
RESOLUTION AUTHORIZING THE)	RESOLUTION NO. _____
SHERIFF TO EXECUTE THE STATE)	
APPLICATION FOR FINANCIAL)	
AID FOR THE BOATING PROGRAM)	
FISCAL YEAR 2012-2013)	
_____)	

WHEREAS, the California Department of Boating and Waterways performs boating safety enforcement activities on waterways within the state; and

WHEREAS, the County of Yuba has a need for boating safety enforcement on waters under its jurisdiction; and

WHEREAS, pursuant to the requirements of California Harbors and Navigation Code section 663.7 and the California Code of Regulations Title 14, Division 4, Chapter 1, Article 4.5.1, the County of Yuba is eligible and entitled, on an annual basis, to apply for and receive state financial aid for boating safety and enforcement programs on waters under its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Yuba hereby makes the following determinations:

1. Sheriff Steven L. Durfor is hereby authorized to execute on behalf of the County of Yuba that certain State Application for Financial Aid and Financial Aid Agreement for the Boating Program, Fiscal Year 2012-2013, in the form

of copies thereof on file with the Clerk of the Board of Supervisors of the County of Yuba.

2. Sheriff Steven L. Durfor is hereby authorized to execute quarterly and annual activity reports for the Boating Program, for Fiscal Year 2012-2013.
3. Yuba County Auditor, E. Richard Eberle, is hereby authorized to execute on behalf of the County of Yuba, the 'estimated boat taxes' and quarterly claims for reimbursement for the Boating Program, for the Fiscal Year 2012-2013.

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

AYES:

NOES:

ABSENT:

CHAIR

ATTEST: DONNA STOTTLEMEYER

APPROVED AS TO FORM

By: _____
Clerk of the Board of Supervisors



ANGIL P. MORRIS-JONES,
County Counsel



Boating Safety and Enforcement Financial Aid Program Contract

This contract, entered into this *1ST day of July, 2012*, by and between the CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS, hereinafter called "Department," and the *COUNTY OF YUBA*, hereinafter called "Agency";

WITNESSETH

WHEREAS, Contingent on approval of the **Fiscal Year 2012-2013** budget, the Department intends to contract with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this contract and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual contract with each participating agency;

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Contract shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

III. Payments

- A. **Maximum Amount.** The amount the Department shall be obligated to pay for services rendered under this contract shall not exceed **\$166,131.00** for the contract term in full consideration of Agency's performance of the services described in this contract.
- B. **Rate of Payment.** The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a ___ monthly **OR** XX quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO DEPARTMENT

*Ms. Corrina Dugger
Department of Boating and Waterways
2000 Evergreen Street, Suite 100
Sacramento, CA 95815-3888*

TO AGENCY

*Yuba County Sheriff's Dept
215 5th Street, Ste 150
Marysville, CA 95901*

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

VI. Term

This agreement shall be for the term beginning **July 1, 2012**, and ending **June 30, 2013**.

VII. Prior Agreements

All prior contracts regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this contract.

VIII. Amendment

No amendment or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto.

IX. Termination

Agency may terminate this contract without cause in writing at any time. Department may terminate this contract without cause upon a sixty (60) days written notice served upon the Agency.

X. Special Provisions

- A. Agency hereby certifies that the obligations created by this contract do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This contract shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this contract during any dispute.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

**CALIFORNIA DEPARTMENT OF BOATING AND
WATERWAYS**

By: _____

Lucia C. Becerra, Acting Director

California Department of Boating and Waterways

Date: _____

"Department"

APPROVED AS TO FORM:

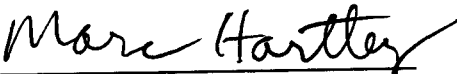
COUNTY OF _____

By: _____

Title: Chairman, Board of Supervisors

Date: _____

"Agency"


For: Angil P. Morris-Jones
County Counsel



COUNTY
DEPARTMENTS

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



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BUILDING
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749-5470 • Fax 749-5434

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

To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director
Sean Powers, CDSA Finance and Administration Manager

Date: March 27, 2012

Subject: Resolution appointing the County of Yuba the successor agency for the Yuba County Redevelopment Agency.

Recommendation:

Approve the resolution appointing the County of Yuba the successor agency for the Yuba County Redevelopment Agency.

Background:

On December 29, 2011, the California Supreme Court announced its decision to uphold the redevelopment "Dissolution Act" (AB 1X 26), which dissolved the Yuba County Redevelopment Agency on February 1, 2012. The Dissolution Act dissolves redevelopment agencies formed under the Community Redevelopment Law Health & Safety Code 33000, ("the Redevelopment Law").

Discussion:

The Yuba County Redevelopment Agency requires a local agency within the project areas boundaries to name itself as the successor agency by resolution. This will allow the successor to control activities previously undertaken by the redevelopment agency. Staff feels the County is the most appropriate successor. The intent of the successor agency is to continue to pay down the existing debt of the Yuba County Redevelopment Agency. Pursuant to the Dissolution Act and approval of the resolution, the County of Yuba shall act as the successor agency for the Yuba County Redevelopment Agency.

Committee Action:

Because of time constraints, this item is being presented to the entire Board. The Board previously reviewed this issue as members of the Yuba County Redevelopment Agency Board.

Fiscal Impact:

None. The County acting as the successor will operate to pay down the Yuba County Redevelopment Agency debt.

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

**RESOLUTION DESIGNATING THE BOARD OF)
SUPERVISORS OF THE COUNTY OF YUBA TO)
SERVE AS THE SUCCESSOR AGENCY OF THE)
YUBA COUNTY REDEVELOPMENT AGENCY)
AND ELECT TO RETAIN THE ASSETS AND)
FUNCTIONS PREVIOUSLY PERFORMED BY THE)
YUBA COUNTY REDEVELOPMENT AGENCY)**

RESOLUTION NO. _____

WHEREAS, Assembly Bill 1X 26 (the "Dissolution Act") and Assembly Bill 1X 27 (the "Alternative Redevelopment Program Act") were enacted on June 28, 2011, to significantly modify the Redevelopment Law (Health & Safety Code §33000, et seq.; the "Redevelopment Law"); and

WHEREAS, on August 11, 2011, the California Supreme Court agreed to review the California Redevelopment Association and League of California Cities' petition challenging the constitutionality of the Redevelopment Restructuring Acts; and

WHEREAS, on December 29, 2011, the California Supreme Court ruled that the Dissolution Act is largely constitutional and the Alternative Redevelopment Program Act is unconstitutional; and

WHEREAS, the Court's decision means that all California redevelopment agencies dissolved on February 1, 2012 pursuant to the Dissolution Act; and

WHEREAS, the Dissolution Act provides that the county that authorized the creation of the redevelopment agency shall be the "successor agency" to the dissolved redevelopment agency unless the county elects not to serve as the successor agency under Section 34173(d)(1) of the Redevelopment Law; and

WHEREAS, Section 34176(a) of the Redevelopment Law provides that the county that authorized the creation of a redevelopment agency may elect to retain the housing assets and functions previously performed by the former redevelopment agency; and

WHEREAS, the County of Yuba desires to elect to retain the housing assets and functions previously performed by the Yuba County Redevelopment Agency in accordance with Section 34176 of the Redevelopment Law; and

WHEREAS, On August 23, 2011, the Yuba County Redevelopment Agency considered and unanimously approved termination in accordance with the Dissolution Act and the Alternative Redevelopment Program Act.

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors hereby accepts the designation of, and hereby declares its intent for the County of Yuba to serve as the successor agency to the Yuba County Redevelopment Agency in accordance with Section 34171(j) and Section 34173 of the Redevelopment Law.

BE IT FURTHER RESOLVED, the County hereby elects to retain the housing assets and functions previously performed by the Agency in accordance with Section 34176 of the Redevelopment Law.

BE IT FURTHER RESOLVED, that the County Administrator or the County Administrator's designee is hereby directed to file a copy of this resolution with the Yuba County Auditor-Controller.

BE IT FURTHER RESOLVED, that the County Administrator or the County Administrator's designee is hereby authorized to take such additional actions, and to execute all documents necessary and appropriate, for the County to transfer the assets of the Yuba County Redevelopment Agency to the County of Yuba in its capacity as successor agency to the Yuba County Redevelopment Agency pursuant to Sections 34175 of the Redevelopment Law and successor housing agency pursuant 34176 of the Redevelopment Law.

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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 _____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

Pat Garmon

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Board of Supervisors

FROM: Wendy Hartman, Planning Director  for

DATE: March 27, 2012

SUBJECT: Amendment #2 - WRA Environmental Consultants Agreement for Professional Services – Recology Ostrom Road Landfill Rail Spur Project (CUP2009-0001)

RECOMMENDATION:

Staff recommends that the Board of Supervisors authorizes the Chairman to sign Second Amendment to the Professional Services Agreement between WRA Environmental Consultants and the County of Yuba.

BACKGROUND:

Recology Ostrom Road has submitted an application for a Conditional Use Permit 2009-0001 to amend an existing use permit to allow the development of a rail spur transfer station adjacent to the existing landfill. In accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines, an environmental document is being prepared for the Project. The entire project site area is bounded on the north by Ostrom Road and South Beale Road to the west and crosses Jasper Lane.

DISCUSSION:

On September 28, 2010 the Board of Supervisors approved a professional services agreement (PSA) with WRA for the preparation of an Initial Study and Mitigated Negative Declaration with an option to prepare a focused EIR. In developing the project description and baseline analysis it has been determined that an EIR/Draft EA that analyzes not only the new rail spur component of the project but also the transfer of waste from the San Francisco Solid Waste Transfer and Recycling Center (SF Center) to the Recology Ostrom Road Landfill is required. This level of analysis was not considered in the original scope of work and therefore a revised scope of work

has been prepared to address the additional tasks that will be needed in order to prepare a comprehensive EIR/Draft EA for the project.

The new scope of work will replace Tasks 9-18 of the original PSA between WRA and the County. A revised cost estimate has also been included as an attachment to the Second Amendment to the PSA.

FISCAL IMPACT:

The Board previously approved an agreement with Recology Ostrom Road to pay costs associated with preparing an Initial Study/Mitigated Negative Declaration and/or an Environmental Impact Report, and processing entitlements for the proposed project. That agreement is still valid and therefore, no net decrease in County funds will result from approving this agreement.

Attachments:

1. Second Amendment to the Professional Services Agreement (WRA, Inc.)

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

WRA, Inc.

This is the second amendment to the Agreement, dated October 5, 2010, for consultant services between the County of Yuba (County) and WRA, Inc. (Consultant) ("Second Amendment").

Pursuant to Section D.22, "Modification" of the Agreement, the following changes to the terms and conditions are hereby made:

1. **Attachment "A" Section "A.1.1 – Scope of Work"** is modified by deleting Tasks 9-18 and adding the contract amendment scope of work dated March 13, 2012 for the preparation of an EIR (**Amendment 2: EIR Scope of Work**). The Additional Scope of Work added to this agreement and the added costs thereof are reflected in:
2. **"ATTACHMENT A"**, affixed hereto, marked as **"Amendment 2: EIR Scope of Work"**, and by this reference said section is incorporated herein and is apart hereof as though set forth in full.
3. **Modify Base Contract Fee B.1:** In addition to the fees for services previously paid, the COUNTY shall pay CONSULTANT a contract fee not to exceed Seven-Hundred-Ninety-Three Thousand and Eight-Hundred-Forty-Five Dollars (\$793,845) which includes contingency tasks of up to Four Hundred-One Thousand and Five Hundred-Eighty-Four Dollars (\$401,584) as further outlined in Section B.1.1 affixed hereto as **ATTACHMENT B.**

All other terms and conditions remain unchanged.

In witness whereof, the parties hereto have executed this Amendment #2 to the Agreement on _____, 2012.

"COUNTY"
County of Yuba


Hal Stocker,
Chairman of the Board of Supervisors

"CONSULTANT"
WRA, Inc.



Phil Greer,
Principal

APPROVED AS TO FORM



Angil P. Morris-Jones
County Counsel

Attachment A



March 13, 2012

Dan Cucchi, Project Planner
Yuba County
Community Development and Services Agency
Planning Department
915 8th Street, Suite 123
Marysville, CA 95901

RE: Contract Amendment to Prepare a Joint Environmental Impact Report and Environmental Assessment (EIR/EA) for the Recology Green Rail Project

Dear Mr. Cucchi:

WRA, Inc. (WRA) has prepared this contract amendment to prepare a joint Environmental Impact Report and Environmental Assessment (EIR/EA) for the Recology Green Rail project pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The tasks listed below reflect both a number of changes to the project description and to the level of analyses of environmental review required.

PROJECT DESCRIPTION AND UNDERSTANDING

Recology seeks approvals to (1) construct and operate a rail spur on Recology's property adjacent to Recology's Ostrom Road Landfill, in Yuba County near the City of Wheatland and (2) improve and operate an existing rail spur on a Beale Air Force Base right of way owned by the US Air Force. The proposed rail spur would accommodate the delivery of waste from San Francisco to the Landfill.

Construction of rail and waste handling facilities to support the waste transport operations are proposed at various locations. The following list is a synopsis of the various construction work and activity proposed as a part of the project:

- Recology Ostrom Road Rail Spur and Unloading Facility (Yuba County): Construction of a rail staging and unloading facility accessed by a proposed 1.8-mile long new rail spur and staging area to allow for the delivery and unloading of daily waste materials, and an at-grade railroad crossing at Jasper Lane.
- Beale AFB Rail Spur: Replacement of 100 feet of former rail spur track and repairs to 2.8 miles of existing rail spur track on Beale AFB property.
- UPRR Rail Wye near SR-65 at South Beale Road (Yuba County): Improvements and realignment of the existing wye, and replacement of 500 feet of track connecting the UPRR main rail line, installation of a UPRR mainline switch and signalization on UPRR right of way by UPRR.

- UPRR Rail Transportation: Rail transport of the sealed waste containers from the UPRR Rail Wye to the Recology Ostrom Road Rail Spur and Unloading Facility and back. No construction is proposed, although additional train traffic is proposed.
- UPRR Oakland Rail Facility at 5th Avenue: UPRR would construct facilities at the rail facility for transferring containers from trucks to rail-cars and add additional infrastructure for the project.
- SF Center: Modification of loading bays and a new girded building housing a container lidding station.

In addition, the project proposes an amendment to the Recology Ostrom Road Landfill Conditional Use Permits Nos. 92-02 and 92-06 and the related Solid Waste Facility Permit (SWFP) to clarify the terms of the permits. Amendments to the operational permits for the SF Center are also expected to be required.

This contract amendment expands the scope of work to accommodate the County's decisions to (1) dispense with an initial study and, in an abundance of caution, proceed directly to prepare an EIR/EA and (2) add the proposed permit amendments to the project description.

SCOPE OF WORK

Project Team

The Recology Green Rail Project EIR/EA team consists of Geoff Reilly (WRA Senior Associate Environmental Planner/Project Manager), Sean Avent (WRA Environmental Planner) and other WRA support staff, Amy Parravano (Cal Ecology, biological resources); Illingworth & Rodkin (air quality and health risk assessment), BASELINE Environmental Consulting (geology, hazards, and hydrology), Crane Transportation Group (traffic), Bollard Acoustical Consulting (noise), and Origer & Associates (cultural resources).

Team Member Roles

WRA will serve as the prime consultant on the project. All other team members will be subconsultants to WRA. WRA will prepare the environmental documentation for the project with assistance from the above technical subconsultants. Geoff Reilly will coordinate and manage the project team, be the day-to-day contact with Yuba County (County) staff, and oversee all project management functions for the project. Mr. Reilly will also assist with and participate in meetings with the County including the following: EIR/EA Scoping Meeting, Draft EIR/EA Public Hearing, and Planning Commission and Board of Supervisors Hearings. In addition, Mr. Reilly will also review the document for quality assurance/quality control and participate in meetings or conference calls as needed. The team will also benefit from review of the EIR/EA by separate legal counsel representing the County and the applicant.

Other technical subconsultants will prepare technical analyses consistent with their proposed scopes of work as outlined below.

Work Plan and Tasks

Task 1: Prepare the Project Description

WRA will prepare the Project Description based on the existing project description and additional project information pending from the applicant and we will incorporate changes to the project once completely finalized. The Draft Project Description will be submitted to the EIR/EA team, including the County, County Counsel, and applicant and applicant's Counsel for review. WRA assumes that the County will compile edits into one document with all edits incorporated to be revised. A Final Project Description will be transmitted to the County. Additionally, this task includes the most recent Project Description Change including the inclusion of the Oakland Facility and the entire length of the UPRR rail line from the Oakland Facility to Yuba County.

Deliverables: One (1) hard copy of the Project Description and one (1) electronic copy of the Project Description.

Task 2: Prepare the NOP and Attend Public Scoping Meeting

WRA will prepare the NOP to notify the public that an EIR/EA will be prepared for the project. WRA will also prepare a Notice of Completion (NOC) for the NOP and for submittal to the State Clearinghouse (SCH) to be distributed to appropriate state agencies. WRA will assist the County with identifying other relevant non-state agencies that should also receive the NOP. This contract amendment assumes the County will circulate the NOP and all other CEQA and NEPA notices for the project. WRA will send a copy of the NOP and the NOC to the SCH in accordance with Section 15082 of the State CEQA Guidelines.

In concert with the County, WRA will attend a public scoping meeting during the 30-day circulation of the NOP to solicit public input regarding the scope of the EIR/EA. After the close of the NOP circulation period, WRA will review all oral and written responses to the NOP and will consult with County staff to determine whether the proposed scope of work addresses all CEQA- and NEPA-related topics raised by commenters that have not already been considered in the scope of work.

Deliverables: One (1) hard copy of the NOP and one (1) electronic copy of the NOP suitable for reproduction or posting on the County's website. One (1) hard copy of the NOC and fifteen (15) copies of the NOP for the SCH.

Task 3: Prepare Administrative Draft EIR/EA

In preparation of the Administrative Draft EIR and Environmental Assessment (ADEIR/EA), WRA will utilize information from the previous project efforts to the maximum extent feasible. WRA will prepare an ADEIR/EA and submit hard copies to the team for review. WRA will address comments and guidance by all agencies – including the US Air Force – submitting comments on the NOP.

The primary sections of the ADEIR/EA include: Executive Summary, Project Description, Impacts Found to be Less Than Significant, Environmental Impact Analysis (with Mitigation Measures and Cumulative Analysis for each topic area), General Impact Categories, Alternatives to the Proposed Project, and Preparers of the EIR/EA and Persons Consulted. NEPA elements within the ADEIR/EA will include the need for the proposal, alternatives as required by NEPA § 102(2)(E), the environmental impacts of the proposed action and the

alternatives, and the agencies and persons consulted. The EA will be prepared pursuant to 40 CFR 1508.9) as well as the US Air Force Base's Environmental Impact Analysis Process (EIAP).

It is assumed that the ADEIR/EA will receive one round of review by the County, the applicant, and other reviewers. A single copy of the ADEIR/EA with all edits from all reviewers incorporated will be returned to WRA for revisions. WRA will revise the ADEIR/EA and prepare a Screencheck Draft EIR/EA for one final review by the team to ensure all changes are made to the satisfaction of the team.

Given that the project impact analysis will span multiple jurisdictions (i.e., Yuba County, City and County of San Francisco, City of Brisbane, City of Oakland, and all the cities and Counties along the UPRR rail routes), the ADEIR/EA will address relevant rules and regulations such as General Plans and zoning ordinances for each of these jurisdictions, as applicable. As part of this task WRA will also conduct a one-day field visit for reconnaissance purposes to both the SF Center and the Oakland Facility locations.

Deliverables: Five (5) hard copies of the ADEIR/EA and one (1) electronic copy (in Microsoft Word format). Five (5) hard copies of the Screencheck DEIR and one (1) electronic copy (in Microsoft Word format).

The environmental issue areas included within this technical work program consist of the following:

Task 3a. Aesthetics (WRA)

Based on site visits and using information in General Plans, recent CEQA documents, and various area plans, WRA will describe the regional, local, and site visual characteristics, views from and of the project sites, scenic vistas and scenic resources in the project areas, and existing light and glare.

WRA will analyze how the project would alter the existing visual character of the sites and surrounding areas, focusing on how the project would change the character-defining features. We will describe the types and relative amounts of light and glare that would be associated with the proposed project and describe how these sources might affect the surrounding areas. Based on this discussion, we will determine whether the proposed project would result in significant aesthetics and light and/or glare impacts. We will identify mitigation measures to reduce or avoid significant impacts for each of the sub-issues analyzed in the Aesthetics section, if any significant impacts are identified.

Task 3b. Agriculture Resources (WRA)

Each of the project areas may have different land use designations according to their local General Plans. The current zoning for the project parcels at the wye, Beale AFB rail spur and Ostrom Road rail spur is AE-80 (Exclusive Agriculture, 80-acre minimum lot size) and the 2030 General Plan designation is "Natural Resources". Surrounding land uses in these areas include agriculture, landfill, and the Beale Air Force Base. The SF Center is zoned as light and heavy industrial and heavy commercial and commercial mixed use and agriculture does not exist nearby. WRA assumes that the Oakland Facility and surrounding areas are typified as various industrial and commercial and that agriculture does not exist on-site or nearby.

WRA will evaluate the potential agricultural resources impacts related to the project and will address all threshold questions provided under Appendix G of the State CEQA Guidelines related to Agriculture Resources.

Task 3c. Air Quality and Greenhouse Gas Emissions (Illingworth and Rodkin)

Illingworth and Rodkin (I&R) will prepare an Air Quality Impact and Greenhouse Gas (GHG) Analysis that addresses the project's impacts to air quality and GHG. The analysis will include impacts at the Ostrom Road Rail Spur Unloading facility, SF Center, new truck travel routes, and impacts associated with train activity on non-Union Pacific Railroad sites. Our specific scope of work includes the following:

Task 3c.I. Proposed Air Quality Analyses and Tasks

San Francisco Solid Waste Transfer and Recycling Center (SF Center) and UPRR Oakland Rail Facility (Oakland Facility)

Project operation and construction air quality impacts will be addressed. Project SF Center and Oakland Facility construction emissions will be computed based on construction information provided by the applicant. We anticipate that construction schedules and anticipated activity in terms of heavy diesel equipment operation will be provided. Emissions from this activity will be predicted using the URBEMIS2007/CalEEMod or OFFROAD model. Because we assume each project facility is over 300 feet from the nearest sensitive receptor, a health risk assessment of construction impacts is not proposed.

Project SF Center operation is anticipated to only have emissions associated with the change in truck circulation and idling times. The Oakland Facility is anticipated to have emissions associated with the change in truck circulation and idling times and increases in train movements and idling within the facility. These emissions for on-site circulation and movements will be predicted using the EMFAC2011 model and descriptions of circulation/operation of the trucks and the number of daily and annual truck and train operations.

Changes in Truck Traffic Near the UPRR Oakland Rail Facility

Changes in truck traffic patterns in the San Francisco Bay Area Air Basin will be computed. Emissions associated with the difference in truck travel within the air basin will be computed using provided daily and annual truck travel forecasts and the EMFAC2011 emission factors.

The proposed project would add new traffic to portions of Oakland near the Oakland Facility, where waste material is proposed to be transferred to trains. A health risk assessment of truck travel on surface streets in Oakland will be conducted. This risk assessment will be limited in scope to identifying impacts at the maximally exposed sensitive receptor along surface streets. The cumulative community risk impact will also be predicted at this receptor, based on available data published by the Bay Area Air Quality Management District. The volume of truck traffic combined with EMFAC2011 emissions factors and roadway link and receptors coordinates will be input to the Cal3qhcr model using screening meteorological assumption to predict diesel particulate matter concentrations. The incremental cancer risk will be computed from these modeled concentrations and compared to the BAAQMD's CEQA thresholds with respect to health risk.

Emissions from Beale AFB Rail Spur

Train travel emissions along the Beale rail spur between South Beale Road and Ostrom Road will be predicted, based on projected daily and annual train travel forecasts. These emissions will be considered new to the Feather River air basin.

Emissions from the UPRR Rail Line Between the UPRR Oakland Rail Facility and the Beale AFB Rail Spur

Train travel emissions along the UPRR rail line between the Oakland Facility and the Beale AFB rail spur will be predicted, based on projected daily and annual train travel forecasts. Calculations for up to three different train speeds and for up to five different air basins will be conducted to reveal a harmful threshold distance from the rail line for each rail segment along each of the two rail routes. These emissions will be considered new to all the proposed project air basins.

WRA will assist I&R with performing a geographic desktop analysis to identify the potential for sensitive receptors within the harmful threshold distance from the rail line as calculated above for each portion of the rail segment on each of the two rail routes.

GHG Emissions

The evaluation of GHG emissions will be conducted as part of the emissions calculation tasks described above. While the proposed project overall is anticipated to decrease GHG emissions, the tasks described above would not be sufficient to address this issue. GHG emissions from train travel between Oakland and Yuba County will be necessary to provide a reasonable analysis. Since computing emissions along this line will be difficult and somewhat speculative, we propose to include a semi-quantitative discussion of train emissions that could supplement the GHG emissions analysis. This discussion will describe general differences in emissions resulting from train travel versus truck travel and apply the discussion to the amount of material or truck trips that the proposed project might off-set.

Exposure to Sources of Toxic Air Contaminants

I&R will prepare a health risk assessment (HRA) which evaluates the health impacts from toxic air contaminant (TAC) emissions associated with diesel train travel. The methodologies and assumptions used in this HRA analysis will be consistent with U.S. Environmental Protection Agency (EPA), California Air Resources Board (ARB), and the State's Office of Environmental Health Hazard Assessment (OEHHA) guidance.

Emissions will be estimated based on the anticipated train trip distance, trip frequency, and train engine type, which will be provided by the applicant. Nearby sensitive receptors will be identified using aerial photographs and a database search.

I&R proposes using ISCST3 using screening meteorology data to estimate the TAC concentrations resulting from the train emissions. These air concentrations will be used as the exposure concentrations in the evaluation of potential health risks for the nearby sensitive receptors. The HRA will evaluate the potential inhalation cancer risk and non-cancer hazard index (HI) for nearby sensitive receptors.

Mitigation measures necessary to reduce or avoid exceedances of applicable thresholds will be identified and their performance will be quantified.

Assist with Alternatives

I&R's scope includes one day of effort to assist with qualitative analysis of project alternatives.

Meetings or Hearings

I&R's scope includes attendance for two public hearings in Yuba County, one meeting in Yuba County and two conference calls that would be up to two hours long.

Biological Resources (Previously Authorized)

Because of the time-sensitive nature of the particular biological studies and review by agencies, WRA previously submitted the following tasks to be performed by Cal Ecology in a separate proposal as requested by the County. The costs for these Cal Ecology tasks are not included in this budget, although the descriptions remain to capture the previously-submitted scope. The exception to this is the time and effort of WRA staff to provide the work required to incorporate the biological information and produce the Biological Resources section of the EIR/EA.

WRA will consider impacts on biological resources from construction activities at Recology Ostrom Road and rail replacement and repair for the Beale AFB rail spur. Given the existing land uses at the SF Center and Oakland sites, no significant biological field work or substantial issues that relate to biological resources are anticipated at those locations.

Task 3d.i. Review of Existing and New Biological Information

Cal Ecology will review up to three reports prepared by the applicant's biological consultant, Monk and Associates. We understand these reports have been or will be prepared for purposes of NEPA environmental review for the Beale AFB rail spur. The task for review of these reports is based on assumptions that the reports include: 1) a draft wetland delineation report; 2) a biological constraints report; and 3) a vernal pool special-status species report. These assumptions are based on conversations and phone conferences between the County and the applicant. WRA also assumes that the reports cover not only federally-protected plant and wildlife species and sensitive habitats, but State special-status species and habitats as well. The reports are assumed to be accurate and substantial enough for a CEQA and NEPA review as produced without amendments.

Cal Ecology will also review the reports recently acquired from Beale AFB regarding biological information. This additional information may be used in the EIR/EA and compared to the Monk and Associates reports. Cal Ecology biologist, Amy Parravano, will conduct a field visit to the Beale AFB rail spur to verify conditions as reported. A letter report will be produced to describe the accuracy and completeness of the reports and to determine if any new surveys are required.

Field visits to the SF Center and to the Oakland Facility and surrounding areas will be performed by WRA to characterize the sites. During these reconnaissance visits, determination for the potential of occurrence of vegetation, wildlife, and wetlands will be preliminarily assessed. No site visits for the purposes of biological impacts will occur along the UPRR rail line from the wye to the Oakland Facility because no ground disturbance or activities are proposed

to occur, other than rail transportation, which exists currently. The WRA cost for these efforts specifically are included in Task 3.

Task 3.d.ii Amendments to the Biological Resources Assessment Report

Because the completed Biological Resources Assessment Report does not include biological resources occurring on the Beale AFB rail spur, the County may wish to have the report amended to include these new data. If the Reports produced by Monk and Associates are adequate for CEQA and NEPA review, the EIR/EA can utilize those reports directly and there is no need for this task. If additional surveys or reports are required to satisfy CEQA requirements the most direct way of reporting this data may be through incorporation these data into an amended Biological Resources Report Assessment. Cal Ecology will amend the report to include the new data and revise the document conclusions and recommendations. Cal Ecology will spend up to 80 hours on this task.

Task 3.d.iii Coordination with the Applicant's Biologist

Various field efforts have been conducted by both Cal Ecology and the applicant's biological consultant, Monk and Associates. To maintain consistency throughout the various biological reports and studies, and those that are ongoing (i.e., wetland delineations and vernal pool crustacean efforts) Cal Ecology will consult with Monk and Associates. Cal Ecology will also coordinate with Monk and Associates and Recology to develop and refine permit needs and strategies, calculation of project impacts based on various scenarios, and develop mitigation alternatives and strategies. Cal Ecology will spend up to 80 hours on this task.

Task 3e Cultural Resources (Tom Origer & Associates, Inc.)

Tom Origer & Associates, Inc. has prepared a cultural resources study conducting the following tasks for the wye site and the rail spur and unloading facility sites:

1. Review all their files and those maintained at the North Central Information Center at California State University, Sacramento.
2. Contact the Native American Heritage Commission and local Native American groups as appropriate.
3. Conduct an archaeological field survey of the proposed improvement areas, including the rail lines, drainage swale, drainage ditch, and container storage areas. All necessary documentation will be provided for any identified cultural resources.
4. Assess potential impacts to cultural resources from the proposed project and recommended mitigation measures will be provided that would reduce or eliminate any identified potential impacts related to cultural resources, if feasible.

Tom Origer & Associates will additionally provide a cultural resources study for this portion of the project which meets the requirements of Section 106 of the National Historic Preservation Act. The study will include the 100-foot wide right of way, centered on the railroad, between the wye at SR-65 and Ostrom Road. The following scope of work is proposed:

1. Archival research at the California Historical Resources Information System at Sacramento State University, the offices of Tom Origer & Associates, and other facilities, as appropriate.
2. Contact with the Native American Heritage Commission and local Native American Groups or individuals.
3. Identification of the Area of Potential Effect (APE) that could be affected by project construction.
4. Field survey of the project area.
5. Preparation of a written report of findings, including documentation of any cultural resources identified within the project area.
6. Response to comments on the EIR/EA, as needed.

The Cultural Resources section of the EIR/EA will identify potential impacts of the project and mitigation measures will be recommended for any significant impacts. This scope assumes that no additional cultural resources studies will be needed at the SF Center or at the Oakland Facility or along the UPRR Rail line from the wye to the Oakland Facility.

Task 3f. Geology/Soils (BASELINE Environmental Consulting)

The existing conditions and pertinent laws, regulations, and policies related to geology and soils for the project will be described based on review of available geological maps and reports, General Plans, and other technical reports, as available. Based on our understanding of the project, significant impacts relating to geology and soils are not expected at the SF Center or Oakland Facility because existing conditions would not be substantially altered that would be subject to geological hazards or affect geological conditions. This scope assumes that no geological or soil studies will be needed along the UPRR Rail line from the Wye to the Oakland Facility.

The existing geologic, soils, and seismic conditions in the project areas will be described based on review of available United States Geological Survey (USGS) and California Geological Survey (CGS) maps and reports, General Plan materials, and other technical reports, as available.

Soils series in the project areas will be inventoried and described based on information from the Natural Resource Conservation Service (NRCS) Soil Survey database and other available sources. Soil series characteristics that may have environmental impact implications in the project areas, such as highly expansive, corrosive, or erodible soil hazards, will be described. Also, potential sources of regional earthquakes and expected levels of seismic shaking (and related potential for ground failure) in the project area will be described.

The potential impacts related to geology and soils will be described, as needed, in response to the threshold questions provided under Appendix G of the State CEQA Guidelines. Based on our understanding of the project areas, anticipated impacts relating to soils, geology, and seismicity may include differential compaction, and erosion. Practical mitigation measures will be developed that would reduce or eliminate any identified potential impacts related to geology and soils, if necessary.

Task 3g. Hazards and Hazardous Materials (BASELINE Environmental Consulting)

BASELINE will prepare the Hazards and Hazardous Materials section of the EIR/EA, which will evaluate potential threats to public health and safety that could result from project implementation. The existing conditions and pertinent laws, regulations, and policies related to hazards and hazardous materials for the project will be described from General Plans, local emergency response plans, and technical reports, as available. The pertinent federal, state, and local agency laws, regulations, and programs related to these hazards will be summarized, as needed, in response to the threshold questions provided under Appendix G of the State CEQA Guidelines.

Potential sources of hazardous material releases during construction phases of the project will be identified, such as the use, maintenance, and refueling of machinery in the project area. Potential significant impacts of the project related to public health and safety will be also described, where appropriate. The section will include a description of emergency response actions in the event of a release from a truck or railroad accident, and a discussion of potential explosion hazards related to methane gases accumulating during transport to the landfill.

The Yuba County project area is zoned as moderate for wildland fire hazards based on maps from the California Department of Forestry and Fire Protection (CDF), indicating wildland fire impacts are possible. Potential wildfire impacts will be analyzed in the hazards and hazardous materials section of the EIR/EA.

The impacts section will identify any potential threats to construction workers and/or future users in the area as a result of historical chemical releases, potential future releases related to rail operations, and other health and safety issues in the area; available data from state and local databases will be accessed to determine the locations of existing sites where contaminant releases have occurred. If impacts are identified, practical mitigation measures will be developed to mitigate the impacts to less-than-significant levels, if feasible.

Task 3h. Hydrology and Water Quality

The existing conditions and pertinent laws, regulations, and policies related to hydrology and water quality for the project will be described from available technical reports, Federal Emergency Management Agency maps, County General Plan documents, and applicable plans and requirements. This includes a description of the watersheds, dams, reservoirs, groundwater aquifers, 100-year floodplain delineations, and potential dam inundation areas. Based on our understanding, impacts relating to hydrology and water quality for the project would include evaluation of stormwater impacts at the SF Center, Oakland Facility and in Yuba County since new construction is proposed. The requirements of stormwater and non-stormwater regulations will be discussed.

Impacts to groundwater, flooding, dam inundation and the potential to increase runoff volume will be analyzed. Based on review of the available information it is anticipated that impacts relating to hydrology and water quality may include an increase in sediment and litter entering stormwater runoff, the potential degradation of runoff water quality; the requirements of stormwater and non-stormwater regulations for San Francisco, Oakland, and Yuba County will be discussed and potential impacts will be identified.

Practical mitigation measures will be developed that will reduce or eliminate any identified significant potential impacts related to hydrology and water quality. Mitigation measures will

likely focus on full implementation of the intent of the requirements of the NPDES Construction General Permit for construction activities and the regulatory stormwater requirements of the various jurisdictions and Regional Water Board NPDES Industrial Permit for the operational phase.

Task 3i. Land Use/Planning (WRA)

The proposed project's impacts span Yuba County, City and County of San Francisco, City of Brisbane, City of Oakland, and all the cities and Counties along the UPRR rail routes. WRA will describe existing land uses in the vicinity based on aerial photographs and site visits, and we will discuss existing General Plan Land Use designations and Zoning Ordinance Map districts for the project areas. WRA will discuss potential project impacts relating to policy inconsistency and land use compatibility. The analysis will include applicable general plans and regional plans. County staff will be consulted to identify other relevant plans, if any. Where appropriate, the evaluation will cross-reference other sections, such as Air Quality, Hydrology/Water Quality, and Transportation/Traffic. WRA will identify mitigation measures to reduce or avoid significant impacts for each of the sub-issues analyzed in the Land Use/Planning section, if any significant impacts are identified.

Task 3j. Mineral Resources (WRA)

WRA will evaluate the potential mineral resources impacts related to the project at the SF Center, the Oakland Facility, the wye, Beale AFB rail spur, and at the Ostrom Road rail spur and unloading facility. WRA will address all threshold questions provided under Appendix G of the State CEQA Guidelines related to Mineral Resources within the Mineral Resources impact analysis section.

Task 3k. Noise (Bollard Acoustical Consultants, Inc., BAC)

Bollard Acoustical Consultants, Inc. (BAC) will conduct the following tasks for the acoustical analysis in preparation for the EIR/EA.

Task 3.k.i. Local (Yuba County) Site Inspection and Local Ambient Noise Level Measurements

This step has already been completed. BAC will utilize that information in the preparation of the environmental setting section of the EIR/EA noise chapter.

Task 3.k.ii. Bay Area Site Inspections and Ambient Noise Level Measurements

BAC will conduct site inspections in the vicinity of both the existing SF Center, Oakland Facility and along the truck route between the Oakland Facility and Interstate 880 to identify existing noise-sensitive land uses which may be affected by the project. During these site inspections BAC will conduct short-term ambient noise level measurements at representative locations for use in establishing the Environmental Setting section of the EIR/EA.

Task 3.k.iii. Reference Train Noise Level Measurements

BAC has already conducted reference train noise level measurements for the existing Beale spur adjacent to South Beale Road in Yuba County. The measurements were completed for a period of 72 hours and the data will be used as a baseline for determining project-related noise level increases and impacts at that location.

Task 3.k.iv. Train Noise Level Measurements at the UPRR Oakland Rail Facility and Along the Routes to Yuba County

BAC will conduct ambient noise measurements in the vicinity of the Oakland Facility and at two locations along the route between the Oakland Facility and Ostrom Road project site in Yuba County. The purpose of the measurements is to quantify existing ambient conditions to establish the ambient baseline against which project impacts will be evaluated.

Task 3.k.v. Reference Transport Container Loading, Unloading, and Stacking Noise Level Measurements

BAC will conduct reference noise level measurements of transport container loading, unloading, and stacking at a facility/operation similar to that proposed by the project. This data will be used in the project noise modeling to estimate project-related noise exposure at the closest existing noise-sensitive receivers.

Task 3.k.vi. Impacts and Mitigation Measures

BAC will evaluate the environmental impacts of the project at sensitive receptors identified within the project study areas. This evaluation will include project-related changes in traffic, rail activities at the Oakland Facility, along the entire route, and in Yuba County, on-site operations at the landfill including container unloading, and project construction noise. Noise mitigation options will be evaluated for each significant noise impact identified for the project.

Task 3.k.viii. Phone consultation

BAC will provide ongoing phone consultation regarding interpretation of the acoustical report.

Task 3.k.ix. Responses to Comments

BAC includes one (1) hour for responses to comments from WRA and 1 hour for responses to comments from the team and 8 hours from the public and agencies on the Draft EIR/EA.

Task 3.k.x. Public Hearings

BAC includes attendance at up to two public hearings (assuming 5 hours per hearing including travel time) in Yuba County.

Task 3.k.xi. Meetings

BAC includes attendance at up to four team meetings/extended conference calls (assuming 2 hours per meeting or call).

Task 3.k.xii. Alternatives Analysis

BAC includes analysis of up to three alternatives, not including the No Project Alternative.

Task 3l. *Population/Housing (WRA)*

The project does not propose the construction of any housing. However, WRA will include a discussion of population and housing consistent with the questions included in Appendix G of the CEQA Guidelines.

Task 3m. Public Services and Recreation (WRA)

The project does not propose the construction of any housing and is not likely to generate additional residents that would increase demands for public services such as schools, parks, and fire and police protection. WRA will contact the relevant Fire Departments and Police/Sheriff Departments (i.e., Yuba County, San Francisco, Brisbane, and Oakland, and jurisdictions along the rail routes from Oakland to Yuba County) by telephone or letter to obtain information on existing conditions, assess the potential impacts of the proposed project and cumulative development, and provide input on appropriate mitigation measures, as necessary. In addition to addressing any increased demands for public services by the proposed project, the Public Services section of the EIR/EA will also address any delays in response times for fire and law enforcement departments.

Task 3n. Transportation/Traffic (Crane Transportation Group)

The scope of work assumes that accurate existing and future traffic volumes will be supplied by the team prior to the analysis. This data includes both actual and permitted past traffic volumes and future predicted volumes along the route between SR-65 and the Recology Ostrom Road rail unloading facility, and on the roads and within both the SF Center and UPRR Oakland Facility. Crane will conduct the following tasks related to the Transportation/Traffic analysis:

Traffic Evaluation for Waste Transfer Truck Operations Between the SF Center and the UPRR Oakland Rail Facility

Crane will provide a traffic evaluation specifically for waste transfer truck operations between the SF Center and the Oakland Facility for weekday AM and PM peak hours and will assess the following scenarios:

- Existing
- Existing + Project
- Near Term Horizon Base Case (Year of Project Initiation)
- Near Term Horizon Base Case + Project
- Long Term Horizon Base Case (based upon available MTC traffic projections)
- Long Term Horizon Base Case + Project

This assessment will analyze up to eight intersections within the City of Oakland (to be selected in consultation with Oakland Public Works Department). Potential locations include:

- Embarcadero/I-880 Southbound Off-Ramp (stop sign control)
- Embarcadero/10th Avenue/I-880 Southbound On-ramp (stop sign control)
- Embarcadero/I-880 Northbound Off-Ramp (stop sign control)
- Embarcadero/5th Avenue (all way stop)
- 5th Avenue/Oakland Facility Entrance
- E. 12th Street/Oakland Facility Exit (stop sign control)
- E. 12th Street/22nd Avenue (signal)
- 23rd Avenue/I-880 Northbound On-Ramp/E. 11th Street (signal)

Sources of data for this analysis are listed below in parentheses or the following parameters:

- Existing Volumes (existing studies for local intersections)
- Long Term Horizon Volumes (existing studies for local intersections)
- Near Term Horizon Volumes (straight line interpolation between existing and long term horizon)

Significance criteria from the City of Oakland will be utilized to evaluate their individual intersection analysis locations. In addition, an analysis of on-site circulation impacts at the SF Center will be completed.

A new Highway Capacity Manual has been released by the Transportation Research Board (HCM 2010). Software packages are in the process of being developed by a variety of companies in order to assist in analysis of intersections, freeways, rural highways and urban streets. It is likely that the new software programs will have growing pains to a greater or lesser degree. Direction will be needed from City of Oakland staff in regards to whether this new analysis software should be utilized, or whether to use available software programs from the previous Highway Capacity Manual (HCM 2000) whose results will conform to methodology and criteria that have been utilized for the past 10 years. City of Oakland staff may have input regarding this matter.

This qualitative evaluation will be conducted on circulation system impacts in the Bay Area for up to three alternative plans.

Crane will also provide on-site traffic circulation evaluations for changes in waste transfer truck operations within the SF Center and the Oakland Facility.

Traffic Evaluation for an Increase in Train Traffic from the UPRR Oakland Rail Facility to the Recology Ostrom Road Landfill

Crane will provide a summary of the impacts that could potentially occur along the two rail routes as proposed. Crane will base their rail crossing findings upon the change in rail traffic from existing levels to that of the proposed project levels and include a description for the train rail capacity as compared to the permitted capacity currently held by UPRR.

Traffic Evaluation for Traffic Operations Between SR-65 and the Recology Ostrom Road Landfill

Crane will provide a traffic evaluation specifically for waste transfer truck operations between SR-65 and the Recology Ostrom Road Landfill for weekday AM peak hours and will assess the following scenarios:

- Existing
- Existing + Project
- Near Term Horizon Base Case (Year of Project Initiation)
- Near Term Horizon Base Case + Project
- Long Term Horizon Base Case (based upon available MTC traffic projections)
- Long Term Horizon Base Case + Project

This assessment will analyze the following intersections within Yuba County:

- Four intersections along S. Beale Road and Ostrom Road selected by the County (for level of service).
- S.R.65/S. Beale Road – queuing evaluation (turns from S.R.65 when train crossing S. Beale Road).
- Ostrom Road/Jasper Lane – queuing evaluation (turns from Ostrom Road when train crossing Jasper Lane).

Sources of data for this analysis are listed below in parentheses or the following parameters:

- Existing Volumes (Ostrom Road Quarry EIR with adjustments approved by the County based upon recent count by Crane Transportation Group and truck percentage changes).
- Long Term Horizon Volumes (County General Plan update traffic model).
- Near Term Horizon Volumes (straight line interpolation between existing and long term horizon) or growth rate: as approved by Yuba County).

County significance criteria will be utilized to evaluate all analysis locations.

A new Highway Capacity Manual has just been released by the Transportation Research Board (HCM 2010). Software packages are in the process of being developed by a variety of companies in order to assist in analysis of intersections, freeways, rural highways and urban streets. It is likely that the new software programs will have growing pains to a greater or lesser degree. Direction will be needed from Yuba County staff in regards to whether this new analysis software should be utilized, or whether to use available software programs from the previous Highway Capacity Manual (HCM 2000) whose results will conform to methodology and criteria that have been utilized for the past 10 years. Yuba County staff may have input regarding this matter.

This qualitative evaluation will be conducted on circulation system impacts in Yuba County for up to three alternative plans.

EIR/EA Section

An administrative draft EIR/EA traffic section with tables and graphics will be prepared and transmitted electronically to WRA for inclusion into the EIR/EA. A draft EIR/EA circulation section will be prepared after incorporation of all agreed-to changes from the County and transmitted electronically to WRA. Surface street traffic volume projections will be provided for air quality and noise analyses. If specific projections needed for the air and noise analysis have not been developed as part of the traffic analysis, factors will be developed to convert circulation analysis projections into the timeframe needed for the air and/or noise analysis. Measures will be presented to mitigate any potential significant safety impacts. All work products will be to a planning level of detail only, and not to a design level of detail.

Crane will attend one meeting with the City of Oakland Public Works to determine intersections to assess and will visit the SF Center to determine traffic patterns. Crane will also attend up to two meetings with staff during the course of the project, two public hearings, and two one-hour conference calls. Crane will also provide responses to public and jurisdictional comments regarding the traffic analyses during the preparation of the Final EIR/EA.

Task 3o. Utilities and Service Systems (WRA)

WRA will describe the existing setting for water, wastewater, and solid waste and analyze changes to demand for these utilities in areas where project impacts could occur. These areas include the Yuba County sites, the SF Center (San Francisco and Brisbane), and Oakland Facility (City of Oakland). WRA assumes that research of utilities and service systems along the UPRR rail line will not be required. If necessary, WRA will identify mitigation measures to reduce or avoid significant impacts.

Task 4. Preparation and Analysis of Alternatives

WRA will work with County staff to derive a set of feasible project alternatives pursuant to the requirements of both CEQA and NEPA. In addition to the proposed project, WRA assumes that up to three alternatives, in addition to the no-project alternative will be considered. Each alternative will be analyzed to determine the one with the least environmental impact. WRA assumes that no additional technical studies will be needed for the alternatives analysis.

Task 5. Prepare Draft EIR/EA and Notices

Once County staff approves the Screencheck Draft EIR/EA, WRA will finalize the document and prepare a public review Draft EIR/EA (DEIR/EA). WRA will also provide the entire DEIR/EA to the County in electronic format, including all graphics and appendices, for distribution to interested parties. WRA will prepare a Notice of Availability (NOA) for distribution and will deliver 50 hard copies and 100 compact disks (CDs) to the County, as well 15 CDs of the DEIR/EA and 15 hard copies of the Executive Summary to the SCH along with the NOC. This contract amendment assumes the County will be responsible for the circulation of the DEIR and notices to the public and local agencies.

Deliverables: Fifty (50) hard copies and 100 CDs (in Adobe PDF format) to the County and 15 hard copies of the Executive Summary and 15 CDs (in Adobe PDF format) of the DEIR/EA to the SCH.

Task 6: Attend Public Hearing on DEIR/EA

WRA will work with County staff to initiate and conduct a noticed public hearing on the DEIR/EA before the Yuba County Planning Commission during the public review period. WRA assumes that the County will provide a written record of comments from the public meeting for inclusion in the Final EIR/EA.

Task 7: Prepare Administrative Final EIR/EA (Responses to Comments)

WRA will prepare responses to all written and oral comments received on the Draft EIR/EA and will make any necessary changes to the Draft EIR/EA resulting from responses to comments. For the purposes of this contract amendment, we have budgeted 100 hours for responses to comments. Time required in excess of 100 hours is proposed to be billed on a time and materials basis. The Final EIR/EA will ultimately include some or all of the following additional chapters: Introduction, Response to Comments, Corrections and Additions to the Draft EIR/EA, and Mitigation Monitoring and Reporting Program (MMRP).

WRA will prepare and submit copies of the Administrative Final EIR/EA (AFEIR/EA) to the County for review. County staff will provide a consolidated set of comments on the AFEIR/EA. WRA will revise the AFEIR/EA and prepare a Screencheck FEIR for approval by the County.

Deliverables: Five (5) hard copies and one electronic copy (in Microsoft Word format) of the AFEIR/EA.

Task 8: Prepare Final EIR/EA

Once County staff approves the Screencheck FEIR/EA, WRA will finalize the document and prepare the FEIR/EA. WRA will print and deliver hard copies of the FEIR/EA to the County, as well as to the SCH for distribution to State agencies. This contract amendment assumes the County will be responsible for the circulation of the FEIR/EA to all agencies that commented on the Draft EIR/EA.

Deliverables: Fifty (50) hard copies and 100 CDs (in Adobe PDF format) (in Microsoft Word and PDF formats) of the FEIR/EA.

Task 9: Prepare Resolutions

WRA will assist in the preparation of Resolutions for the project based on review of the findings of fact and any statements of overriding considerations as prepared by County Counsel.

Deliverables: One (1) hard copy and one (1) electronic Microsoft Word version of the Resolutions.

Task 10: Planning Commission and Board of Supervisors Meetings/Hearings

Geoff Reilly and, if necessary, other WRA staff will attend two Planning Commission public hearings on the FEIR/EA and will present information (if requested). WRA will assist with the preparation of any applicable notices for a public hearing, which the County will distribute.

As an option, if the environmental document and/or project approval are appealed to the Board of Supervisors, WRA will prepare for and attend additional meetings. Preparation includes response to comments and documentation from the Planning Commission hearings.

Deliverables: One (1) hard copy and one (1) electronic Microsoft Word version of the draft report for Planning Commission. If necessary, one (1) hard copy and one (1) electronic Microsoft Word version of the draft report and responses to comments for the Board of Supervisors.

Task 11: Prepare Notice of Determination (NOD)

In accordance with Federal Guidelines pursuant to NEPA and CEQA Guidelines Section 15075, WRA will prepare a Notice of Determination (NOD), using the County's preferred format. Within five days of certifying the EIR/EA and approving the project, County staff will file the NOD with the County Clerk and the SCH. WRA assumes that the project applicant will be responsible for any and all filing fees including the Department of Fish and Game filing fee.

Deliverables: One (1) electronic PDF version of the NOD.

Task 12: Project Management

WRA will provide overall project management, including (but not limited to): project scheduling; budgeting/invoicing; management and coordination of team members and subconsultants; oversight of production and circulation of EIR/EA; review of documents for quality assurance; oversight of document format and word processing; and status updates provided to the County.

Successful preparation of environmental documentation will require effective communication between County staff and the project team. This contract amendment includes attendance at meetings and/or conference calls with County staff throughout the environmental review process. Project team meetings and phone conferences are also included: bi-weekly team phone conferences, up to three (3) team meetings in person in Yuba County for the DEIR/EA and ADEIR/EA edits and comments, and up to 20 additional hours of phone calls.

Task 13: Contingency Fund

This contract amendment includes a contingency fund to cover any unforeseen additional work that may be required for the EIR/EA, including but not limited to: meetings, hearings, changes to the project description and associated revisions to the EIR/EA, new technical reports, expanded scope of work for environmental topics in the EIR/EA, additional time for responses to comments, etc. Use of any of the contingency funds would require written approval by the County as well as a detailed scope of work and cost estimate from WRA.

SCHEDULE

An estimated schedule has been prepared including an approximate timeline for the completion of the EIR/EA (Figure 1, attached). WRA will strive to complete the EIR/EA within the outlined schedule timeline, but acknowledges some of the EIR/EA task timelines are out of our control (e.g., time required for County or project applicant review or for provisions of required information from the County or applicant).

COST

The total cost to complete the tasks as outlined in this contract amendment is detailed in Table 1 (attached). This budget includes the assumptions as described throughout the scope of work above. Any changes to the project or scope of work as currently known and described above may require use of the contingency fund. The total estimated budget (without the contingency fund) for the base tasks is **\$392,261**.

A contingency fund is also included in Table 1 to accommodate any unforeseen tasks that may be required to complete the EIR/EA. The contingency fund may be used only after a specific out-of-scope task(s) is requested by the County. A full refined scope of work and budget will be provided to the County for approval prior to starting any contingency tasks. The total of the contingency fund is **\$401,584**.

Mr. Dan Cucchi
March 13, 2012
Page 19 of 21

Please feel free to contact me at (415) 458-8868 (Ext. 140) or at reilly@wra-ca.com should you have any questions or require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Geoff Reilly". The signature is fluid and cursive, with the first name "Geoff" being more prominent than the last name "Reilly".

Geoff Reilly
Senior Associate Environmental Planner/Project Manager

Attachments: Figure 1 (Schedule) and Table 1 (Cost Estimate)

Figure 1 (Schedule)

v.10. 3/13/2012

- * Assumes no preparation of Initial Study
- ** Assumes no additional significant issues arising from scoping process
- *** Assumes applicant review of ADEIR through County

Attachment B

Table 1. Estimated Costs for the Recology Green Rail Project EIR

March 1, 2012

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The County of Yuba

OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER - 915 8TH STREET, SUITE 115
MARYSVILLE, CALIFORNIA 95901-5273
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ROBERT BENDORF
COUNTY ADMINISTRATOR

JOHN FLEMING
ECONOMIC DEVELOPMENT COORDINATOR

RUSS BROWN
COMMUNICATIONS & LEGISLATIVE
AFFAIRS COORDINATOR

GRACE M. MULL
MANAGEMENT ANALYST

TEENA CARLQUIST
EXECUTIVE ASSISTANT TO THE
COUNTY ADMINISTRATOR

TO: Yuba County Board of Supervisors *RB/Hc*
FROM: Robert Bendorf, County Administrator
RE: Board of Supervisors Responses – 2011-2012 Grand Jury Reports
DATE: March 27, 2012

RECOMMENDATION

It is recommended that the Board of Supervisors:

1. Receive and approve the Board of Supervisors' responses to the 2011–2012 Grand Jury Reports entitled "*Unauthorized Changes in Building Permit Fees*" and "*Jail Inspection.*"

BACKGROUND / DISCUSSION

Each year, the Yuba County Grand Jury conducts evaluations and investigations of various entities within Yuba County. At the end of each session, the Grand Jury issues a comprehensive report that provides an overview of each investigation and subsequently offers Findings and Recommendations. The 2011-2012 Grand Jury has elected to provide reports throughout the course of the year. So far, Yuba County has received three with only the aforementioned requiring a response from the Board of Supervisors.

Responses to these reports were also required of the Chief Building Official, Community Development and Services Agency (CDSA) Director, County Administrative Officer (CAO) and the Sheriff. The responses to the building permit fee issue were provided timely to the Grand Jury and each supervisor concurrently received an informational copy as prescribed by law.

Attached to this memo are the Yuba County Board of Supervisors responses to the findings and recommendations of both reports.

COMMITTEE ACTION

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

FISCAL IMPACT

None

The County of Yuba

OFFICE OF THE BOARD OF SUPERVISORS



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

March 27, 2012

The Honorable Stephen M. Berrier
Grand Jury Presiding Judge
Yuba County Superior Court
215 Fifth Street, Suite 200
Marysville, CA 95901

Re: RESPONSE TO 2011-12 GRAND JURY

Dear Judge Berrier,

Provided pursuant to Penal Code Section 933(c) are the comments from the Board of Supervisors related to the findings and recommendations contained in the 2011-12 Grand Jury Report – Unauthorized Changes in Building Permit Fees. Consistent with Section 933(c), responses do not address departments under control of elected officials or outside agencies, except where a specific response was solicited and then our response is consistent with provisions of Penal Code Section 933.05(c).

The Board of Supervisors is responsible for upholding the public's trust and must abide by state and federal laws. It is within these parameters that the Board of Supervisors must proceed with a complete investigation into the matters raised by the Grand Jury, and upon its conclusion, take action as appropriate.

Our responses to the findings and recommendations are not intended to neglect our duty to be thorough nor fail to comply with established law on how responses shall be completed by a responding agency. As previously mentioned, an investigation is underway. Without having the issue thoroughly investigated and potentially taking action on items based on appearances as recommended by the Grand Jury, may not only jeopardize the integrity of the investigation, but lead to violations of employment law and expose the County to liability.

In summary, the Yuba County Board of Supervisors is committed to conducting a complete investigation, taking action as appropriate and implementing solutions to avoid the issue reported by the Grand Jury from reoccurring.

FINDINGS

F1. Pursuant to Yuba County Policy and Procedures Manual, the Board of Supervisors is the only County entity that is authorized to establish, change and waive fees for County-provided services.

The Board of Supervisors agrees with this finding with respect to the entity.

SUPERVISORS

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

- F2. *“Half fee” waivers were given to residential construction projects, where the work was performed by the owners themselves, between 2005 and 2008, without authority from the Board of Supervisors.***

The Board of Supervisors agrees based on information provided solely by the Grand Jury in their report. However, the Board of Supervisors did authorize, based on a recommendation from the County Administrator, a full investigation be conducted into this issue that will address this finding completely. The investigation has not yet been completed.

- F3. *“Half fee” waivers were given to a commercial home developer group in October 2006.***

The Board of Supervisors agrees based on information provided solely by the Grand Jury in their report. However, the Board of Supervisors did authorize, based on a recommendation from the County Administrator, a full investigation be conducted into this issue that will address this finding completely. The investigation has not yet been completed.

- F4. *“Half fee” waivers were given to a commercial construction project in May 2008, which was and is owned by a former Yuba County Supervisor.***

The Board of Supervisors agrees based on information provided solely by the Grand Jury in their report. However, the Board of Supervisors did authorize, based on a recommendation from the County Administrator, a full investigation be conducted into this issue that will address this finding completely. The investigation has not yet been completed.

- F5. *A similar commercial construction project to that of the former Supervisor did not receive the “half fee” waiver in May 2008, but rather paid full price.***

The Board of Supervisors agrees based on information provided solely by the Grand Jury in their report. However, the Board of Supervisors did authorize, based on a recommendation from the County Administrator, a full investigation be conducted into this issue that will address this finding completely. The investigation has not yet been completed.

- F6. *The Chief Building Official did not and does not have the authority to establish, change and waive permit fees.***

The Board of Supervisors disagrees, in part, with this finding. The Chief Building Official does not have the authority to establish a permit fee. However the Chief Building Official does have the authority, in some circumstances, to change the amount and/or refund certain fees collected.

- F7. *The Chief Building Official appears to have exhibited favoritism by providing the “half fee” waiver to residential construction projects, where the work was performed by the owners themselves.***

The Board of Supervisors disagrees with this finding as it is not appropriate to speculate on an appearance of favoritism as cited by the Grand Jury. The Board of Supervisors has asked for a complete investigation into this matter and once completed, the Board of Supervisors will determine whether this finding has merit and not base a decision on a summary report where details are confidential and not available by law.

SUPERVISORS

- F8. *The Chief Building Official appears to have exhibited favoritism by granting the “half fee” waiver to one commercial home developer group.***

The Board of Supervisors disagrees with this finding as it is not appropriate to speculate on an appearance of favoritism as cited by the Grand Jury. The Board of Supervisors has asked for a complete investigation into this matter and once completed, the Board of Supervisors will determine whether this finding has merit and not base a decision on a summary report where details are confidential and not available by law.

- F9. *The Chief Building Official appears to have exhibited favoritism by granting the “half fee” waiver to a former Supervisor for his commercial construction project, while not granting the “half fee” waiver to a similar commercial construction project taking place during the same timeframe.***

The Board of Supervisors disagrees with this finding as it is not appropriate to speculate on an appearance of favoritism as cited by the Grand Jury. The Board of Supervisors has asked for a complete investigation into this matter and once completed, the Board of Supervisors will determine whether this finding has merit and not base a decision on a summary report where details are confidential and not available by law.

- F10. *The Chief Building Official stated he was instructed by the Board of Supervisors to provide the “half-fee” waiver, but the Supervisors who were interviewed had no knowledge of such a waiver.***

The Board of Supervisors agrees with the finding based on the Grand Jury report which cites interviews of the Chief Building Official and some Supervisors. However, it is with the understanding that the Board of Supervisors, as a responding agency, does not have access to what was said during a Grand Jury interview nor who was actually interviewed.

RECOMMENDATIONS

- R1. *Increased oversight should be implemented to ensure that only fees authorized by the Board of Supervisors are changed.***

The recommendation has been implemented, in part. Direction from the County Administrator to the Community Development Director has been provided to increase oversight with all departments within the Community Development & Services Agency (CDSA).

In addition, the County has engaged the services of an independent investigator related to this Grand Jury report, which will include independent recommendations to improve the accountability and oversight of fees collected. Consultation concerning increased oversight will also occur with the County Auditor-Controller for development of internal control procedures.

- R2. *The Chief Building Official should be held accountable for failing to follow the County’s Administrative Policy & Procedures Manual, Policy B-2, regarding the establishment of fees.***

The recommendation requires further analysis. The County has engaged the services of an independent investigator as recommended by the County Administrator. It is necessary to examine any and all potential instances of similar allegations and investigate the matter thoroughly. It is estimated that the investigation will be complete in three to four months from the point of engagement with the independent investigator.

SUPERVISORS

- R3. *The Chief Building Official should be held accountable for a perceived show of favoritism when providing the “half fee” to residential construction projects where the work is performed by the owner themselves, as well as to the tow commercial construction projects.***

The recommendation requires further analysis. The County has engaged the services of an independent investigator related to this Grand Jury report. The information contained in the Grand Jury report is limited and provides contradictory information. It is necessary to examine any and all potential instances of similar allegations and investigate the matter thoroughly. It is estimated that the investigation will be complete in three to four months from the point of engagement with the third party investigator.

- R4. *The Chief Building Official should be held accountable for the loss of revenue to the Building Department.***

The recommendation requires further analysis. The County has engaged the services of an independent investigator related to this Grand Jury report and it is estimated that the investigation will be complete in three to four months from the point of engagement with the third party investigator.

The Board of Supervisors thanks the 2011-12 Grand Jury for their dedication of time and commends each member for their valuable community service.

Sincerely,

Hal Stocker,
Chairman
Yuba County Board of Supervisors

SUPERVISORS

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

The County of Yuba

OFFICE OF THE BOARD OF SUPERVISORS



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

March 27, 2012

Sheriff Steve Durfor
Yuba County Sheriff's Department
215 Fifth Street, Suite 150
Marysville, CA 95901

Re: Commendation of Sheriff and Sheriff's Department Employees

Dear Sheriff Durfor,

Recently the Yuba County Grand Jury conducted an inspection of the Yuba County Jail and associated internal facilities. As a result of that inspection, the Grand Jury recommended the Board of Supervisors commend you and the Sheriff's Department staff for their excellent work. While we continually recognize, several times annually the dedicated work of your department, we felt this is another opportunity to do so concurrent with the feelings expressed by the Grand Jury.

Throughout your tenure as Sheriff for Yuba County, the Board of Supervisors has seen positive results and a constant standard of professionalism exhibited by you and members of your department. Even during the most trying and changing times experienced in the State of California and the nation over the last several years, your efforts and those of department members have continued to provide the best service possible with a constant focus on public safety in our communities.

On behalf of the Yuba County Board of Supervisors, I commend you and your staff for their tireless efforts and wish each member of your department continued safety as they make our communities safer for all to enjoy.

Sincerely,

Hal Stocker,
Chairman
Yuba County Board of Supervisors

SUPERVISORS

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



*ORDINANCES
AND
PUBLIC HEARINGS*

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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CODE ENFORCEMENT
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ENVIRONMENTAL HEALTH • CUPA
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HOUSING AND COMMUNITY SERVICES
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PLANNING
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PUBLIC WORKS • SURVEYOR
749-5420 • Fax 749-5424

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

February 28, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

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

SUBJ: ADOPT ORDINANCE ADDING CHAPTER 6.76 OF THE ORDINANCE CODE FOR THE PERMITTING OF VENDORS TO CONDUCT BUSINESS IN COUNTY PARKS AND RECREATION AREAS

RECOMMENDATION:

Adopt the attached ordinance adding Chapter 6.76 of the Yuba County Ordinance Code for the permitting and allowance of vendors to conduct business within County parks and recreation areas.

BACKGROUND:

In recent years, there have been tremendous developments toward Yuba County parks in terms of acquisition and revitalization. As such, popularity of the parks has surged, sparking an interest to local businesses. To develop meaningful partnerships which are beneficial to public service, staff has developed an ordinance governing the permit process toward selling goods or services at County parks.

DISCUSSION:

When drafting this ordinance, staff has developed the following critical components by referencing numerous neighboring jurisdictions as well as State and Federal governing bodies:

- Vendors must obtain a separate permit for each park in which they intend to conduct business;
- Vendors must name the County as "Additional Insured" on a robust insurance policy as approved by our Risk Management department;
- Only sales or services which benefit the public by enhancing the experience of the park itself shall be allowed;
- The issuance of a permit does not guarantee exclusivity;
- Vendors shall not solicit business from or otherwise harass park patrons;
- At no point in time shall a vendor establish a permanent or a semi-permanent operation on any County owned or leased property – any operation shall occur during park hours only;
- Vendors will not be allowed to store any materials upon any County owned or leased property;

- All waste and refuse generated onsite shall be properly disposed of;
- The specific location of any operation within the park shall be approved beforehand by CDSA;

The permits will cost businesses \$400 each and be valid for the calendar year. All permits will be subject to a thirty (30) day approval process which is contingent on ensuring the overall scope of proposed sales or services are consistent with providing an enhanced experience to the public while at the park.

Additionally, to prevent exclusivity and to further support the local economy, the ordinance was drafted to give preference first to businesses located within Yuba County and secondly to businesses located within the Yuba Sutter Enterprise Zone.

COMMITTEE ACTION:

On January 10, 2012, the Land Use & Public Works Committee reviewed this item and recommended approval by the Board.

FISCAL IMPACT:

No impact to the General Fund.

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ORDINANCE NO. _____

**AN ORDINANCE ENACTING YUBA COUNTY ORDINANCE CODE TITLE VI,
CHAPTER 6.76 RELATING TO VENDOR PERMITS IN COUNTY PARKS AND
RECREATION AREAS**

The following ordinance consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on _____ day of _____, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
Yuba County Counsel:

By: Marc Hartley

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

Section 1. This ordinance shall take effect sixty (60) days after its passage, and before the expiration of fifteen (15) days after its passage a summary shall be published with the names of the members voting for and against the same, once in a local newspaper in the County of Yuba, State of California.

Section 2. Chapter 6.76 of the Yuba County Ordinance Code is hereby enacted in its entirety to read as follows:

“CHAPTER 6.76

VENDOR PERMITS ISSUED FOR COUNTY PARKS AND RECREATION AREAS

Sections

- 6.76.010 Purpose and Authority
- 6.76.020 Applicability
- 6.76.030 Definitions
- 6.76.040 General
- 6.76.050 Application Process
- 6.76.060 Fees
- 6.76.070 Insurance Requirements
- 6.76.080 Use of County Parks and Property
- 6.76.090 Vendor Operations
- 6.76.100 Products and Services Sold
- 6.76.110 Violations and Penalties
- 6.76.120 Suspension and Revocation
- 6.76.130 Appeals
- 6.76.140 Enforcement
- 6.76.150 Severability

6.76.010 Purpose and Authority. To further improve the overall experience of county parks and recreation areas, Yuba County elects to issue vendor permits to businesses whose activities directly enhance the enjoyment of the public within County parks and recreation areas. Fees collected from permit issuances shall be used to examine a proposed vendor's fitness to operate in parks and recreation areas, inspection of vendors' activities after permit issuance, improvement or maintenance of park and recreation areas where vendors are allowed to operate, investigation of complaints, and like regulatory activities.

This Chapter shall be administered by the Director of Public Works, who shall be referred to hereinafter as the "Director." Applications for permits shall be made to the Director, who may issue said permits. The Director shall have ultimate authority to enforce the provisions of this Chapter, and may suspend or revoke permits as subsequently provided for in this Chapter.

6.76.020 Applicability. This Chapter shall apply to any indoor or outdoor park, park-like or recreational area as those are defined in this Chapter, whose boundaries fully or partially lie within the unincorporated portions of the County of Yuba and are under the control or jurisdiction of the County, regardless of license, lease or tenure.

6.76.030 Definitions.

- a. "Park" : any area of land and improvements owned, held in trust by, or leased by Yuba County that exist for the purposes of recreation, aesthetic value, or the conservation or preservation of cultural, historical, or natural resources, and includes County lakes and recreation areas. The major designations and scope of County parks subject to this Chapter are more fully enumerated in Title VIII of this Code in Chapters 8.50 through 8.80, inclusive, but the term "park" is not limited to those areas designated in Title VIII.
- b. "Person": an individual, firm, partnership, association, or corporation, whether or not the foregoing operate on a for-profit or not-for-profit basis. A "permit holder," "vendor," or "permittee" is a person as defined in this subsection.
- c. "Commercial use": any activity whereby a person sells, solicits, proposes to sell, or advertises, tangible goods or merchandise, or services, whether or not those goods or services are delivered or provided at the time they are ordered or are to be delivered or provided to the purchaser at a later date or time. "Merchandise" includes drinks, food, or foodstuffs.
- d. "Enforcing authority": a peace officer, code enforcement officer, environmental health officer, designee of the Director of Public Works, or other employee of the Yuba County Community Development and Services Agency that may have responsibility for inspections and enforcement of state law or this Code.
- e. "Peddler": a person who walks or goes from place to place within a park and solicits or attempts to engage in commercial transactions from person to person.

6.76.040 General.

- a. A vendor permit must be obtained for any commercial use on, within, or entailing the use of County owned or leased parks as defined in Section 6.76.030.

b. Permits shall be valid for one park only. Vendors wishing to engage in commercial uses on or within multiple parks must obtain a separate permit for each park.

c. All permits shall be consistent with commercial uses intended to enhance the overall visitor experience at or within a park. Preference for issuance of permits will be given to persons whose business or operation is located in Yuba County first, then otherwise to those located within the Yuba-Sutter Enterprise Zone.

d. Permits are valid for one (1) calendar year, January 1 through December 31, inclusive. Permits must be renewed each year in order to engage in commercial uses.

e. A vendor permit does not create an exclusive use of an area by the permit holder unless specified under a separate executed agreement with the County, and then is only limited to the scope of said agreement. The permit holder shall not interfere with other valid uses of the park by other uses or other persons including vendor permit holders under this Chapter.

f. A vendor permit does not guarantee access to a park if that park or a portion thereof is closed by the Director or other authorized County personnel for any reason.

g. The permit holder must follow all conditions and requirements of the vendor permit as well as all state and federal laws and County ordinances.

h. Issued permits are only valid for the person named in the application and shall not be sold or otherwise transferred to another person or business.

i. Permit holders shall not assign, contract or sublease any portion of the permit authorization or interest therein, directly or indirectly, voluntarily or involuntarily. Subcontractors of the permit holder shall apply for and obtain a separate vendor permit in order to engage in commercial uses within the scope of this Chapter.

j. The Director may deny issuance of a pending permit if the applicant has not followed the procedures or conditions of this Chapter, or is otherwise not in compliance with this Code or state law, including but not limited to criminal laws or the payment of any tax, government fee, or a court order.

k. The Director may deny issuance of a pending permit if the proposed commercial uses are contrary to the nature, character, or customary uses of the park for which a permit is sought. The Director may at his discretion deny issuance if another person holds a permit for the same or similar commercial use at that park, or another application has been submitted prior in time, such that multiple persons engaging in the same commercial use would unduly transform the nature of the park or area within, cause crowding, or otherwise disrupt the public's reasonable use and enjoyment of the park.

1. Permit holders shall not create or cause a public nuisance.

6.76.050 Application Process. Persons shall apply to the Director for permits at the Community Development and Services Agency office. All applications must be completed and submitted personally at the office, and are subject to a thirty day review process to ensure conformity with this Code and the County's overall mission. Items to be submitted at the time of application will include:

1. Legal business name with contact information and tax identification number;
2. Proof of insurance;
3. Description of sales and / or services, including specific items or merchandise to be sold;
4. Description of vehicles to be used in park or on County property, if applicable;
5. State Sales Tax Permit information, if applicable.

6.76.060 Fees. The fee for each vendor permit shall be \$400 per calendar year and shall apply to one park site only. Vendors shall acquire a separate permit for each park in which they intend to conduct business. Once issued, all permit fees are non-refundable. If for any reason a permit application is not approved and no permit issued, the permit fee shall be refunded in full to the applicant.

6.76.070 Insurance Requirements. Vendor permit holders shall name the County of Yuba as an additional insured, not co-insured, and shall obtain a specific provision or rider to the effect that the policy will not be cancelled or its provisions changed or deleted before thirty days written notice by the insurance company to the County of Yuba. The person's name used on the original permit application must be the same name used for liability coverage.

The minimum amount of insurance coverage shall be at least the amount approved by the County as detailed on the application form.

Persons seeking to offer goods or services which may be considered hazardous or otherwise pose a substantial risk of physical or environmental injury may be subject to higher minimum coverage amounts at the Director's or County Risk Manager's discretion.

6.76.080 Use of County Parks and Property.

a. Persons holding a vendor permit may engage in commercial uses in County parks only when in possession of a current, valid vendor permit and only to conduct the specific commercial use for which the permit was issued, as detailed in the application for the permit.

b. At no time shall a person establish a permanent or semi-permanent operation upon any park or other County-owned or leased property unless specified under a separate executed agreement with the County.

c. Persons are prohibited from constructing, erecting, or placing any building, structure, or fixture, in parks or County-owned or leased property unless specified under a separate executed agreement with the County.

d. Persons in possession of a valid vendor permit may use the approved park or recreation area for temporary day use only and must ensure all stands, signs, merchandise, and other property is removed prior to the posted closing hours of the park, unless specified under a separate executed agreement with the County.

e. Permit holders are only authorized to setup or locate in specific area(s) of the park or property as approved by the Director.

6.76.090 Vendor Operations.

a. Permit holders must post a copy of their vendor permit in plain view where customers and County personnel can read it. Permit holders must be prepared to show the original or a certified copy of the permit when requested by any peace officer or County employee authorized to enforce this Chapter.

b. Permit holders shall not obstruct, impede, or harass any visitor, employee, or volunteer.

c. Peddling upon any park or County property is strictly prohibited. All customers must seek out the services of the permit holder on their own accord.

d. All vending sites are first come-first served to permit holders. Reserving or saving specific locations within a park is prohibited.

e. Permit holders shall not operate or remain on or in the park or other County-owned or leased property beyond the posted park hours. Any property or merchandise left behind shall become the property of Yuba County. In designated campground areas open to the public 24 hours a day, persons shall not remain on-site between the hours of 8:00 p.m. through 8:00 a.m., unless validly occupying a campsite under a purchased camping permit, in which case the person will not operate during the aforementioned hours.

f. All vehicles and equipment transported into a park for commercial use shall be clearly identifiable as such and be neat, orderly, sanitary, and in a safe condition. Only vehicles listed on the application shall be permitted.

g. Permit holders are responsible for the proper removal and disposal of all trash and litter generated at the vending site consistent with Chapter 7.05 of this Code, including that produced by customers. The Director may condition a person's permit on supplying a waste receptacle at the site of their operations.

6.76.100 Products and Services Sold.

Only those specific products or services approved in writing on the vendor permit application at the time of issuance may be sold or offered.

Persons shall be prohibited from offering, selling, soliciting, or providing the following products or services within any park or County property unless specifically exempted by ordinance:

- 1) Alcohol
- 2) Tobacco
- 3) Ammunition
- 4) Fireworks or any explosives
- 5) Motor vehicle fuel
- 6) Pornography or obscene material
- 7) Controlled substances, drugs, salvia, or drug paraphernalia
- 8) Plants or animals, other than bait customarily used for fishing
- 9) Glass products or beverages in glass containers
- 10) Any item otherwise unlawful for sale, possession, or use within the State of California or in violation of any Yuba County ordinance.

6.76.110 Violations and Penalties. Except as otherwise provided in this Chapter, any person violating any provision of this Chapter shall be subject to the following administrative penalties:

- | | | |
|-------------------------|---|--|
| 1 st Offense | - | Written warning for non-compliance with this Chapter |
| 2 nd Offense | - | Permit revoked for three (3) years and a fine equal to the annual permit fee |

Any person in subsequent violation of this Chapter shall be guilty of a misdemeanor, and upon conviction thereof may be punished by imprisonment in the County jail for a term not exceeding six months or a fine not exceeding one thousand dollars (\$1,000) or both. Each separate day during which any single violation continues is a separate offense.

6.76.120 Suspension and Revocation.

a. Notwithstanding Section 6.76.110, the Director, his designee or any other individual having enforcement authority under this Chapter, may suspend a permit immediately if the vendor's activities or conduct are imminently harmful or injurious to the health or safety of the public.

The enforcing authority shall take possession of the original permit, order discontinuance of the vendor's operations, and as appropriate may cite or arrest the vendor for any violation of this Code or other law that may have occurred.

b. An enforcing authority shall notify the Director of the suspension and as soon as possible deliver the surrendered original permit to the Director. The Director shall contact the vendor as provided on the application form and ask if the violation(s) have been corrected. Should a vendor fail to correct the violation(s) as determined by Director and to the Director's satisfaction within five (5) days of suspension, the Director may:

1) revoke the permit; or

2) extend the suspension for a period of no more than thirty (30) days from the original date of suspension and give the vendor additional time for compliance.

If the vendor is still not in compliance after the extended period provided in subdivision b.2), the Director shall revoke the permit for three years as specified in Section 6.76.110.

6.76.130 Appeals. A vendor has no right to appeal a suspension, but may appeal the denial or revocation of a permit and the imposition of an administrative fine. The appeals process shall conform to that set forth regarding peddler and itinerant merchant license appeals contained in Chapter 6.38 of this Code, Sections 6.38.090 through 6.38.110 inclusive. However, the informal administrative hearing shall be performed by the Director as the issuing authority.

6.76.140 Enforcement. The provisions of this Chapter may be enforced by any duly appointed peace officer, code enforcement officer, environmental health officer, or designee of the Director of Public Works. Other employees of the Yuba County Community Development and Services Agency having responsibility for inspection and regulation of the activities engaged in by the vendor, or for enforcement of park rules or this Code, i.e. an enforcing authority, may likewise enforce the provisions of this Chapter. Any enforcing authority may issue such citations or notices or take any other actions as may be appropriate under the circumstances.

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

applied to any particular situation or circumstances, and to this end the provisions of this Chapter are intended to be severable.”

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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March 27, 2012



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FINANCE AND ADMINISTRATION
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TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: APPROVE ORDINANCE AMENDING SECTION 9.20.010 (13) AND SECTION 9.20.025 OF THE YUBA COUNTY ORDINANCE CODE TO ALLOW RESIDENTS ON THE RESTRICTED SECTION OF PINWOOD WAY TO PARK ON PINWOOD WAY WITH COUNTY ISSUED PARKING PERMITS

RECOMMENDATION:

Approve the Ordinance Amendments to allow residents abutting the restricted section of Pinewood Way and their guests to park on Pinewood Way with County issued parking permits.

BACKGROUND:

All vehicles are restricted from parking on Pinewood Way east of Fernwood Drive. This restriction was to prevent students from Yuba College from parking on this section of Pinewood Way. There is pedestrian/bicycle access to Yuba College at the east end of Pinewood Way.

DISCUSSION:

The residents of one of the two properties that front on the parking restricted section of Pinewood Way have requested that they be allowed to park on Pinewood Way. Current Ordinance prohibits the residents and their guest from parking along the restricted street frontage.

This amendment will allow the residents and their guests to park on Pinewood Way. The residents will be required to obtain Parking Permit placards from the Public Works Department prior to parking on the street legally. The parking permits placards are to be displayed in the residents' vehicles and those of their guests.

This amendment would only affect two properties that have street frontage on the restricted section of Pinewood Way. Other residents of Pinewood Way or other nearby streets will not be able to obtain parking permits.

FISCAL IMPACT:

The minor cost to install the signs will be from the Road Fund. Residents must pay the County a one-time \$10 fee for the parking permits.

COMMITTEE ACTION:

The Land Use & Public Works Committee recommended approval of the Ordinance amendments to the full Board on March 6, 2012.

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ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 9.20 OF TITLE IX OF THE
YUBA COUNTY ORDINANCE CODE BY
REPEALING AND RE-ENACTING SECTIONS 9.20.010 AND 9.20.025
RELATING TO PARKING RESTRICTIONS FOR PINWOOD WAY**

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

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES:

By: 

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

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

Section 2. This ordinance repeals and re-enacts Section 9.20.010 at subsection (13) and Section 9. 20. 025 of Chapter 9. 20 of Title IX of the Yuba County Ordinance Code as follows:

9.20.010 (13) Pinewood Way on both sides from its intersection with Fernwood Drive to its end. Residents of both sides of Pinewood Way from its intersection with Fernwood Drive to its end may obtain permits allowing said residents and their guests to park on those streets and be exempt from the prohibition of this Subsection.

9.20.025 – Exception by permit.

The Director of Public Works is hereby directed and authorized to issue permits to residents making application for same which exempt the residents and their guests from the parking prohibitions set forth in Section 9.20.010(1), (12), (13) and (16).

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

The County of Yuba

097-12



Office of the County Administrator

Robert Bendorf, County Administrator

TO: Board of Supervisors
FROM: Robert Bendorf, County Administrator *R.B./tc*
SUBJECT: Conduit financing for the Goodwill Industries, Sacramento & Northern Nevada Project
DATE: March 27, 2012

RECOMMENDATION

It is recommended that the Board of Supervisors;

- 1) Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the "Code") and,
- 2) Adopt resolution executing Joint Exercise of Powers Agreement relating to the California Municipal Finance Authority and,
- 3) Adopt the resolution approving the issuance of the Bonds by the California Municipal Finance Authority (CMFA) for the benefit of Goodwill Industries of Sacramento Valley & Northern Nevada (including any affiliate thereof the "Borrower"), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

BACKGROUND

Goodwill Industries of Sacramento Valley & Northern Nevada requested that the CMFA serve as the municipal issuer of the Bonds in one or more series in an aggregate principal amount not to exceed \$30,000,000 of Tax-Exempt Bonds. The proceeds of the Bonds will be used as follows (collectively, the "Project"):

1. For the acquisition, construction, improvement, renovation, furnishing and equipping of certain retail and/or donation facilities to be located at 906 E St. Marysville, California 95901;
2. Establish a debt service reserve fund for the Bonds; and
3. To pay certain expenses incurred in connection with the issuance of the Bonds.

The facilities are to be owned and operated by the Borrower.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, Yuba County must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

DISCUSSION

The Board of Supervisors is being asked to conduct a public hearing under the Tax and Equity Fiscal Responsibility Act ("TEFRA") on March 27, 2012 in connection with the proposed issuance in one or more series by the California Municipal Finance Authority ("CMFA"), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$30,000,000, (the "Bonds"), to assist in the financing of the acquisition, construction, improvement, renovation, furnishing and equipping of certain retail and/or donation facilities to be located at 906 E St. Marysville, California 95901 (collectively, the "Project"). In addition, the Board is being asked to adopt a resolution to become a member of the CMFA and to approve the financing of the Project by the CMFA.

California Municipal Finance Authority

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 150 municipalities have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

Execution of the Joint Exercise of Powers Agreement

In order for the CMFA to have the authority to serve as the issuer of the bonds for the Project, it is necessary for Yuba County to become a member of the CMFA.

The Joint Exercise of Powers Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the CMFA do not constitute debts, liabilities or obligations of the members executing such agreement.

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the County will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the County or the State of California, but are to be paid for solely from funds provided by the Borrower.

There are no costs associated with membership in the CMFA and the County will in no way become exposed to any financial liability by reason of its membership in the CMFA. In addition, participation by the County in the CMFA will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Outside of holding the TEFRA hearing, adopting the required resolutions, no other participation or activity of the County or the Board of Supervisors with respect to the issuance of the Bonds will be required.

The Joint Exercise of Powers Agreement expressly provides that any member may withdraw from such agreement upon written notice to the Board of Directors of the CMFA. In the case of the proposed bond financing for the Borrower, the County following adoption of the resolution approving execution of the Joint Exercise of Powers Agreement, could at any time following the issuance of the Bonds, withdraw from the CMFA by providing written notice to the Board of Directors of the CMFA.

SUMMARY

In light of the foregoing, and in order to support Goodwill Industries of Sacramento Valley & Northern Nevada, staff recommends that the County conduct the TEFRA Hearing, adopt resolution to execute the Joint Exercise of Powers Agreement of the CMFA, and adopt the resolution in favor of the issuance of the Bonds by the CMFA.

FISCAL IMPACT

There will be a small reimbursement for issuance costs for Yuba County which is estimated to be less than five hundred dollars.

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

**ADOPT RESOLUTION EXECUTING)
JOINT EXERCISE OF POWERS)
AGREEMENT RELATING TO THE)
CALIFORNIA MUNICIPAL)
FINANCE AUTHORITY)**

RESOLUTION NO. _____

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Initial Members"):

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the "California Municipal Finance Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors hereby:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority's debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Municipal Finance Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Members. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the "Foundation"), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefore. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefore. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefore, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures

developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who is or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority

and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

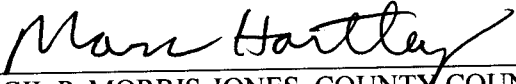
PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2012 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairman

ATTEST:
DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:



ANGIL P. MORRIS-JONES, COUNTY COUNSEL

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

**RESOLUTION APPROVING, AUTHORIZING)
AND DIRECTING EXECUTION OF A JOINT)
EXERCISE OF POWERS AGREEMENT)
RELATING TO THE CALIFORNIA MUNICIPAL)
FINANCE AUTHORITY AND APPROVING THE)
ISSUANCE OF THE CALIFORNIA MUNICIPAL)
FINANCE AUTHORITY REVENUE BONDS)
(GOODWILL INDUSTRIES OF SACRAMENTO)
VALLEY & NORTHERN NEVADA PROJECT),)
SERIES 2012 IN AN AGGREGATE PRINCIPAL)
AMOUNT NOT TO EXCEED \$30,000,000 FOR)
THE PURPOSE OF FINANCING THE)
ACQUISITION, CONSTRUCTION,)
IMPROVEMENT, RENOVATION, FURNISHING)
AND EQUIPPING OF CERTAIN RETAIL)
AND/OR DONATION FACILITIES AND)
CERTAIN OTHER MATTERS RELATING)
THERE TO)**

RESOLUTION NO. _____

WHEREAS, pursuant Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), certain public agencies (the "Members") have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement") in order to form the California Municipal Finance Authority (the "Authority"), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and

WHEREAS, the County of Yuba (the "County"), has determined that it is in the public interest and for the public benefit that the County become a Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the County, including the financing of projects therefor by the Authority; and

WHEREAS, there is now before this Board of Supervisors (the "Board") the form of the Agreement; and

WHEREAS, the Agreement has been filed with the County, and the members of the Board, with the assistance of its staff, have reviewed said document; and

WHEREAS, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the construction of capital projects; and

WHEREAS, Goodwill Industries of Sacramento Valley & Northern Nevada, Inc., a California nonprofit public benefit corporation (the "Borrower"), has requested that the California Municipal Finance Authority (the "Authority") participate in the issuance of one or more series of revenue bonds in an aggregate principal amount not to exceed \$30,000,000 (the "Bonds"). The proceeds of the Bonds will be used as follows (collectively, the "Project"):

(1) for the acquisition, construction, improvement, renovation, furnishing and equipping of certain retail and/or donation facilities to be located at 906 E St. Marysville, California 95901;

(2) establish a debt service reserve fund for the Bonds; and

(3) to pay certain expenses incurred in connection with the issuance of the Bonds.

The Project is to be owned or leased, and operated, by the Borrower and located within the County; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Bonds by the Authority must be approved by the County because the Project is to be located within the territorial limits of the County; and

WHEREAS, the Board is the elected legislative body of the County and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the County approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the County; and

WHEREAS, pursuant to Section 147(f) of the Code, the County has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors hereby declares:

Section 1. The foregoing resolutions are true and correct.

Section 2. The Agreement is hereby approved and the Chairman of the Yuba County Board of Supervisors or designee thereof is hereby authorized and directed to execute said document, and the Clerk of the Board of Supervisors is hereby authorized and directed to attest thereto.

Section 3. The Board hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the Board that this resolution constitute approval of the issuance of the Bonds (a) by the "applicable elected representative" of the governmental unit having jurisdiction over the area in which the Project is to be located in accordance with Section 147(f) of the Code and; (b) by the Board in accordance with Section 4 of the Agreement.

Section 4. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The County shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 5. The adoption of this Resolution shall not obligate the County or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 6. The Chairman of the Board of Supervisors, the Clerk of the Board of Supervisors and all other proper officers and officials of the County are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 7. The Clerk of the Board of Supervisors shall forward a certified copy of this Resolution and an originally executed Agreement to the Authority in care of its counsel:

Harriet M. Welch, Esq.
Squire Sanders (US) LLP
555 South Flower St., Suite 3100
Los Angeles, CA 90071-2300

Section 8. This resolution shall take effect immediately upon its passage.

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

AYES:

NOES:

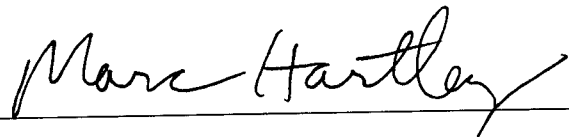
ABSENT:

ABSTAIN:

Chairman

ATTEST:
DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



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



098-12

BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434



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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

PARKS AND RECREATION
749-5430 • Fax 749-5434

DATE: March 27, 2012

TO: Board of Supervisors

FROM: Kevin Mallen, CDSA Director 
Debra J. Phillips, Housing and Community Services Manager 

**SUBJECT: APPROVE SUBMISSION OF AN APPLICATION IN RESPONSE TO
THE 2012 STATE COMMUNITY DEVELOPMENT BLOCK GRANT
NOTICE OF FUNDING AVAILABILITY**

Recommendation:

It is recommended that the Board of Supervisors approve the submittal of an application in response to the 2012 State Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA), and adopt resolution.

Background:

The County has successfully applied for and managed Community Development Block Grants (CDBG) through the Department of Housing and Community Development (HCD) for various programs from 1988 through 2010. The County is eligible to apply for such programs in the 2012 program year.

Required public participation allowing comment on the application will be accommodated with a public hearing that is being held as part of the 3/27/12 Board of Supervisors' meeting.

Discussion:

The Community Development and Services Agency on behalf of the County of Yuba is applying for \$2,000,000 under the NOFA for the following eligible activities:

ACTIVITY 1:

- \$ 300,000 -- Economic Development Business Assistance Loan Program

The primary purpose of the Loan Fund program is to create and/or retain jobs, fifty-one percent (51%) of which must be filled by individuals from low to moderate-income families (households earning less than 80% of the Yuba County median income). The loan program will be available to Yuba County businesses for the purchase of land and buildings, machinery and equipment, an existing business, working capital for purchase of inventory, supplies, payment of wages, marketing



and advertising or start-up costs.

ACTIVITY 2:

- \$ 600,000 – Combination Homeownership Assistance and Housing Rehabilitation programs

The purpose of the Housing Rehabilitation program is to rehabilitate substandard dwelling units occupied by low to moderate income households (households earning no more than 80% of the area median income) through low-interest amortized loans. In some cases, loans to both low-income and moderate-income owner-occupants will be deferred.

The purpose of the First Time Homebuyer program is to make the owning of a home an affordable, reachable reality for low to moderate income homebuyers through low-interest amortized loans. This loan is intended to bridge the gap between the amount of the first loan and the purchase price of the home for buyers who have not owned a home in the last three years.

ACTIVITY 3:

- \$1,100,000 – Public Improvements Project

Widen Seventh Avenue from Powerline Road to west of Olivehurst Avenue.

The project consists of widening 7th Avenue to provide two through lanes, a continuous center two-way turn lane, and bicycle lanes. Curb, gutter and sidewalks will also be constructed. A storm drain system will be installed to collect runoff. Other minor items such as striping and signage will also be installed.

Committee Recommendation:

Historically, there has been no committee recommendation required; however, the Board of Supervisors recommended the above referenced activities at their regular meeting of March 13, 2012.

Fiscal Impact:

There will be no cost to the General Fund.

The application is on file in the Housing and Community Services Division, Suite 130, and available for review. Should you need additional information, or have any questions, please contact Debra J. Phillips at 749-5460.

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

RESOLUTION NO.: _____

**APPROVE AN APPLICATION AND CONTRACT)
EXECUTION FOR FUNDING FROM THE STATE)
CDBG PROGRAM; AUTHORIZE THE EXECUTION)
OF A GRANT AGREEMENT AND AMENDMENTS)
THERE TO WITH THE STATE OF CALIFORNIA)
FOR THE PURPOSES OF THIS GRANT.)**

WHEREAS, the Board of Supervisors of Yuba County has considered economic development, housing, public facility, public service and public improvement needs, and ranks economic development, housing programs and public improvements as the most serious County needs at the present time, and

WHEREAS, the Board desires to seek financial assistance from the State of California to implement a business loan program, a housing rehabilitation program, a first time homebuyer program and improvements to infrastructure on 7th Avenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Yuba County that the Board authorizes the submission of an application to the State of California for a \$2,000,000 Community Development Block Grant for the following activities:

General Grant Administration:	\$ 100,500
Economic Development – Business Assistance Loans	\$ 277,500
Housing Rehabilitation – Single Unit Residential	\$ 277,500
Homeownership Assistance – FTHB	\$ 277,500
Public Improvements Project- 7th Avenue	\$1,067,000

BE IT FURTHER RESOLVED that the Board of Supervisors that federal Citizen Participation requirements were met during the development of this application

BE IT FURTHER RESOLVED, the Board of Supervisors authorizes and hereby directs the Chair of the Board or the Planning Director to sign the grant application, statement of assurances and act on the County's behalf in all matters pertaining to this application.

BE IT FURTHER RESOLVED, if the application is approved, the County Administrator, the Community Development and Services Agency Director or the Planning Director are authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

BE IT FURTHER RESOLVED, if the application is approved, the County Administrator, the Community Development and Services Agency Director or the Planning Director are authorized to sign Funds Requests and other required reporting forms.

PASSED AND ADOPTED by the Board of Supervisors of Yuba County this 27th day of March 2012 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Hal Stocker, Chair of the Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM

By: _____

By: Pat Garamore
Angil Morris-Jones, County Counsel

2012 NOFA APPLICATION
Application Summary

STATEMENT OF ASSURANCES (2012) - Forms

By checking the boxes, the certifier assures the statements are true.

The City/County of Yuba hereby assures and certifies that:

- ☒ 1. Legal Authority - It possesses legal authority to apply for the grant and to execute the proposed program.
- ☒ 2. Application Authorization - Its governing body has duly adopted or passed as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information as may be required.
- ☒ 3. Citizen Participation - It has or will comply with all citizen participation requirements, which include, at a minimum, the following components:
 - A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction; and,
 - B. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title; and,
 - C. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee; and,
 - D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include one public meeting during the program design, annual performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal; and,

2012 NOFA APPLICATION
Application Summary

STATEMENT OF ASSURANCES (2012) - Forms

- E. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and,
- F. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can reasonably be expected to participate.

- ☒ 4. National Objective - The CDBG Program has been developed so as to primarily benefit targeted income persons and households, and each activity in the program meets one of the three national objectives: benefit to low- and moderate-income persons, elimination of slums and blight, or meets an urgent community need certified by the grantee as such.
- ☒ 5. NEPA Environmental Review - Consents to assume the responsibilities for environmental review and decision-making in order to ensure compliance with NEPA by following the procedures for recipients of block grant funds as set forth in 24 CFR, Part 58, titled "Environmental Review Procedures for Title I Community Development Block Grant Programs." Also included in this requirement is compliance with Executive Order 11988 relating to the evaluation of flood hazards, and Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) regarding purchase of flood insurance, and the National Historic Preservation Act of 1966 (16 USC 470) and implementing regulations (36 CFR 800.8).
- ☒ 6. CEQA - Consents to assume the role of either Lead Agency as defined by Section 21067 of the California Public Resources Code, or if another public agency is or will be designated Lead Agency, it consents to assume the role of Responsible Agency as defined by Section 21069 of the California Public Resources Code, in order to ensure compliance with CEQA.
- ☒ 7. Audit/Performance Findings - Has resolved any audit findings or performance problems for prior CDBG grants awarded by the State.
- ☒ 8. Growth Control - Certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:
 - A. Imposes a moratorium on residential construction, to protect the health and safety, for a specified period of time which will end when the public health and safety is no longer jeopardized; or,
 - B. Creates agricultural preserves under Chapter 7 (commencing with Section 51200) of Part 2 of Division 1 of Title 5 of the Government Code; or,

2012 NOFA APPLICATION
Application Summary

STATEMENT OF ASSURANCES (2012) - Forms

- C. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or,
- D. The applicant has an adopted housing element which the Department has found to be in compliance, unless a final order has been used by a court in which the court determined that it is not in compliance with Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code; or,
- E. The use of the funds applied for in this application is restricted for housing for the targeted income group.
- ☒ 9. Uniform Administrative Requirements - Will comply with the regulations, policies, guidelines, and requirements of OMB Circular Numbers A-87, A-133, A-122, and 24 CFR Part 85, where appropriate, and the State CDBG regulations.
- ☒ 10. Nondiscrimination - Shall comply with the following regarding nondiscrimination:
 - A. Title VI of the Civil Rights Act of 1964 (Public Law 88-352).
 - B. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
 - C. Section 109 of the Housing and Community Development Act of 1974, as amended.
 - D. Section 3 of the Housing and Urban Development Act of 1968, as amended.
 - E. Executive Order 11246, as amended by Executive Orders 11375 and 12086.
 - F. Executive Order 11063, as amended by Executive Order 12259.
 - G. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.
 - H. The Age Discrimination Act of 1975 (Public Law 94-135).
 - I. The prospective contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

2012 NOFA APPLICATION
Application Summary

STATEMENT OF ASSURANCES (2012) - Forms

- ☒ 11. Anti-Displacement/Relocation - Will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.) and certifies that it will follow the state's residential anti-displacement and relocation plan located in Appendix E of the State's 2011-2012 Annual Plan. The Plan can be found at: Annual Plan Update 2011-2012
- ☒ 12. Labor Standards - Will comply with the following regarding labor standards:
- A. Section 110 of the Housing and Community Development Act of 1974, as amended.
 - B. Section 1720 et seq. of the California Labor Code regarding public works labor standards.
 - C. Davis-Bacon Act as amended (40 USC. 276a) regarding prevailing wage rates.
 - D. Contract Work Hours and Safety Standards Act (40 USC 3702) regarding overtime compensation.
 - E. Anti-Kickback Act of 1934 (41 USC 51-58) prohibiting "kickbacks" of wages in federally assisted construction activities.
- ☒ 13. Architectural Barriers - Will comply with the Architectural Barriers Act of 1968 (42 USC 4151-4157) and implementing regulations (24 CFR Part 40-41).
- ☒ 14. Conflict of Interest - Will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG grant funds (Section 7126 of the State regulations).
- ☒ 15. Limitations on Political Activities - Will comply with the Hatch Act (5 USC 1501 et seq.) regarding political activity of employees.
- ☒ 16. Lead-Base Paint - Will comply with the Lead-Based Paint Regulations (24 CFR Part 35) which prohibits the use of lead-based paint on projects funded by the program.
- ☒ 17. Debarred Contractors - The applicant or its staff are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG program, per the Excluded Party List System (www.epls.gov). In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is

2012 NOFA APPLICATION
Application Summary

STATEMENT OF ASSURANCES (2012) - Forms

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG program under the provisions of 24 CFR part 24.

- ☒ 18. Inspection of Grant Activities - Will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.
- ☒ 19. Cost Recovery - Will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by targeted income persons unless:
- A. CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding; or,
- B. For the purposes of assessing properties owned and occupied by targeted income persons who are not of the lowest targeted income group, it does not have sufficient CDBG funds to comply with the provisions of "a" above.
- ☒ 20. Procurement - Will follow the federal procurement policies per 24 CFR Sec. 85.36
- ☒ 21. Excessive Force - Will adopt and enforce policies:
- A. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and,
- B. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.
- ☒ 22. Compliance with Laws - The jurisdiction will comply with applicable laws.

The Certification is made under penalty of perjury under the laws of the State of California.

NAME OF CERTIFYING OFFICIAL:

Hal Stocker (print/type)

CHIEF ADMINISTRATIVE EXECUTIVE:

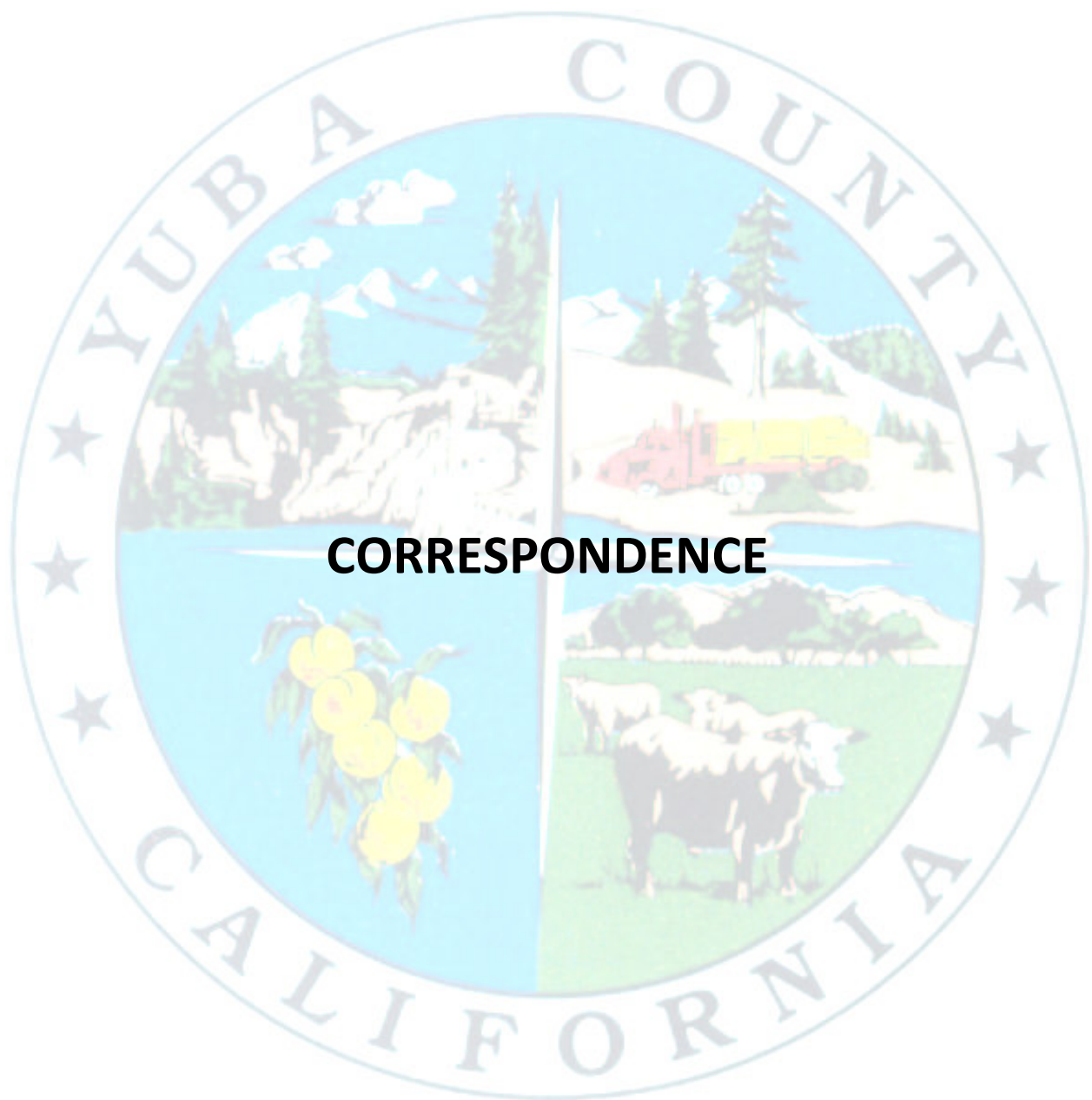
Chair, Yuba County Board of Supervisors (enter exact title of person signing)

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

Signature (blue ink)

March 28, 2012
Date certified

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

EDMUND G. BROWN, JR.



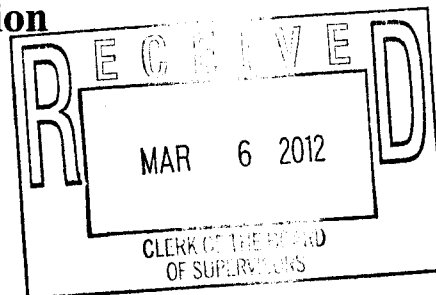
Governor

099-12

Sonke Mastrup
EXECUTIVE DIRECTOR
1416 Ninth Street, Room 1320
Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
(916) 653-5040 Fax
fgc@fgc.ca.gov

STATE OF CALIFORNIA

Fish and Game Commission



March 2, 2012

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with copies of the "Economic Impact Analysis," added as attachments to the Initial Statements of Reasons for Sections 360, 361, 362, 363, 364, 365 and 708.12, Title 14, California Code of Regulations, relating to the 2012 – 2013 Mammal Hunting Regulations, which were published in the California Regulatory Notice Register on December 30, 2011; Notice File No. Z2011-1220-02.

Mr. Dan Yparraguirre, Wildlife Program Manager, Department of Fish and Game, phone (916) 928-6881, has been designated to respond to questions on the substance of the proposed regulations. Documents relating to the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov> or may be obtained by writing to our office at the above address.

Any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Mission Inn, 3649 Mission Inn Ave, Riverside, California, on Wednesday, March 7, 2012, at 8:30 a.m., or as soon thereafter as the matter may be heard. And, any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Redwood Ballroom, Red Lion Hotel, 1929 4th Street, Eureka, California, on Wednesday, April 11, 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 April 11, 2012 at the address given above, 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 April 10, 2012. All comments must be received no later than April 11, 2012, at the hearing in Eureka, CA.

Sincerely,



Jon D. Snellstrom

Associate Government Program Analyst

3-6-12:CC Provided to Yuba County Fish and Game Advisory Commission/rf
Attachment

BOS CORRESPONDENCE A

Economic Impact Analysis

Sections 360-361, Title 14, California Code of Regulations Deer Hunting

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 regulations will set the 2012-2013 big game hunting regulations for deer hunting. Currently, the season dates and tag quotas are established based on overwinter survival and other biological assessments made by Department of Fish and Game (department) biologists in fall, 2011 and spring, 2012. Each year the department reviews the population status of individual herds and recommends a range of possible tag quotas based on current production and over-winter survival rates. Adverse impacts to jobs and/or businesses that provide services to various regional hunting zones are not anticipated but may be realized if large hunt zone areas are closed in order to protect deer populations. Adverse to positive impacts to jobs and businesses that provide services to local hunting zones may be realized depending on the exact regulations ultimately adopted by the Commission. Under a normal season, State big game hunters contribute about \$82,624,000 in hunting trip-related expenditures to the State's business sector. This is based on a 2006 US Fish and Wildlife national survey of fishing, hunting, and wildlife associated recreation for California. Adding the indirect and induced effects of this initial revenue contribution and the total benefit to California's economy is normally about \$231,878,000. This is equivalent to about \$87,418,006 in total wage earnings to Californians, or about 1943 jobs in the state. Depending on the final season structure that the Commission adopts, the following statewide impacts to businesses may occur. The potential impacts range from 0 to 1943 jobs. The impacted businesses are generally small businesses employing few individuals and, like all small businesses, are subject to failure for a variety of causes. Additionally, the long-term intent of the proposed action is to increase sustainability in big game mammals, subsequently, the long-term viability of these same small businesses.

Benefits of the Regulation:

Concurrence with Federal Law:

Not applicable; no Federal Law exists regulating the take of these species in California.

Concurrence with other Statutory Requirements:

Not applicable.

Benefits to the Environment: Sustainable Management of Big Game Resources

It is the policy of this state to encourage the conservation, maintenance, and utilization of the living resources of the state's wildlife under the jurisdiction and influence of the state for the benefit of all the citizens of the state and to promote the development of local California hunting in harmony with federal law respecting the conservation of the living resources of the state. The objectives of this policy include, but are not limited to, the maintenance of sufficient populations of all species to ensure their continued existence and the maintenance of a sufficient resource

to support a reasonable sport use, taking into consideration the necessity of regulating individual tag quotas to the quantity that is sufficient to provide satisfying hunting opportunities. Adoption of scientifically-based seasons, zones, and tag quotas provides for the maintenance of sufficient populations of deer to ensure their continued existence.

Promotion of Businesses That Rely on Statewide Hunting.

Adoption of scientifically-based seasons, zones and tag quotas provides for the maintenance of sufficient populations of deer to ensure their continued existence and future sport hunting opportunities. Under a normal season state hunters contribute about 82,624,000 in hunting trip-related revenue to the State's business sector. This is based on a 2006 US Fish and Wildlife national survey of fishing, hunting, and wildlife associated recreation for California. Adding the indirect and induced effects of this initial revenue contribution and the total benefit to California's economy is normally about \$231,878,000. This is equivalent to about \$87,418,006 in total wage earnings to Californians, or about 1943 jobs in the state.

Health and Welfare of California Residents

Hunting provides outdoor recreational opportunities for not only the hunters, but for family and friends who are non-hunting members of the group, and are able to participate in hiking, fishing and other outdoor activities.

Economic Impact Analysis

Sections 362, Title 14, California Code of Regulations Nelson Bighorn Sheep Hunting

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 regulations will set the 2012-2013 big game hunting regulations for bighorn sheep hunting. Currently, the season dates and tag quotas are established based on overwinter survival and other biological assessments made by Department of Fish and Game (department) biologists in fall, 2011 and spring, 2012. Each year the department reviews the population status of individual herds and recommends a range of possible tag quotas based on the number of mature rams within a population. Adverse impacts to jobs and/or businesses that provide services to various regional hunting zones are not anticipated but may be realized if large hunt zones are closed in order to protect bighorn sheep populations. Adverse to positive impacts to jobs and businesses that provide services to local hunting zones may be realized depending on the exact regulations ultimately adopted by the Commission. Under a normal season, State big game hunters contribute about \$82,624,000 in hunting trip-related expenditures to the State's business sector. This is based on a 2006 US Fish and Wildlife national survey of fishing, hunting, and wildlife associated recreation for California. Adding the indirect and induced effects of this initial revenue contribution and the total benefit to California's economy is normally about \$231,878,000. This is equivalent to about \$87,418,006 in total wage earnings to Californians, or about 1943 jobs in the state. Depending on the final season structure that the Commission adopts, the following statewide impacts to businesses may occur. The potential impacts range from 0 to 1943 jobs. The impacted businesses are generally small businesses employing few individuals and, like all small businesses, are subject to failure for a variety of causes. Additionally, the long-term intent of the proposed action is to increase sustainability in big game mammals, subsequently, the long-term viability of these same small businesses.

Benefits of the Regulation:

Concurrence with Federal Law:

Not applicable; no Federal Law exists regulating the take of these species in California.

Concurrence with other Statutory Requirements:

Not applicable.

Benefits to the Environment: Sustainable Management of Big Game Resources

It is the policy of this state to encourage the conservation, maintenance, and utilization of the living resources of the state's wildlife under the jurisdiction and influence of the state for the benefit of all the citizens of the state and to promote the development of local California hunting in harmony with federal law respecting the conservation of the living resources of the state. The objectives of this policy include, but are not limited to, the maintenance of sufficient populations of all species to ensure their continued existence and the maintenance of a sufficient resource

sufficient populations of pronghorn antelope to ensure their continued existence.

Promotion of Businesses That Rely on Statewide Hunting.

Adoption of scientifically-based seasons, zones and tag quotas provides for the maintenance of sufficient populations of pronghorn antelope to ensure their continued existence and future sport hunting opportunities. Under a normal season state hunters contribute about 82,624,000 in hunting trip-related revenue to the State's business sector. This is based on a 2006 US Fish and Wildlife national survey of fishing, hunting, and wildlife associated recreation for California. Adding the indirect and induced effects of this initial revenue contribution and the total benefit to California's economy is normally about \$231,878,000. This is equivalent to about \$87,418,006 in total wage earnings to Californians, or about 1943 jobs in the state.

Health and Welfare of California Residents

Hunting provides outdoor recreational opportunities for not only the hunters, but for family and friends who are non-hunting members of the group, and are able to participate in hiking, fishing and other outdoor activities.

Economic Impact Analysis

Sections 364, Title 14, California Code of Regulations Elk Hunting

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 regulations will set the 2012-2013 big game hunting regulations for elk hunting. Currently, the season dates and tag quotas are established based on surveys and other biological assessments made by Department of Fish and Game (department) biologists in fall, 2011 through spring, 2012. Each year the department reviews the population status of individual herds and recommends a range of possible tag quotas based on current production and over-winter survival rates. Adverse impacts to jobs and/or businesses that provide services to various regional hunting zones are not anticipated because of the relatively small number of tags issued to hunters. Under a normal season, State big game hunters contribute about \$82,624,000 in hunting trip-related expenditures to the State's business sector. This is based on a 2006 US Fish and Wildlife national survey of fishing, hunting, and wildlife associated recreation for California. Adding the indirect and induced effects of this initial revenue contribution and the total benefit to California's economy is normally about \$231,878,000. This is equivalent to about \$87,418,006 in total wage earnings to Californians, or about 1943 jobs in the state. Depending on the final season structure that the Commission adopts, the following statewide impacts to businesses may occur. The potential impacts range from 0 to 1943 jobs. The impacted businesses are generally small businesses employing few individuals and, like all small businesses, are subject to failure for a variety of causes. Additionally, the long-term intent of the proposed action is to increase sustainability in big game mammals, subsequently, the long-term viability of these same small businesses.

Benefits of the Regulation:

Concurrence with Federal Law:

Not applicable; no Federal Law exists regulating the take of these species in California.

Concurrence with other Statutory Requirements:

Not applicable.

Benefits to the Environment: Sustainable Management of Big Game Resources

It is the policy of this state to encourage the conservation, maintenance, and utilization of the living resources of the state's wildlife under the jurisdiction and influence of the state for the benefit of all the citizens of the state and to promote the development of local California hunting in harmony with federal law respecting the conservation of the living resources of the state. The objectives of this policy include, but are not limited to, the maintenance of sufficient populations of all species to ensure their continued existence and the maintenance of a sufficient resource to support a reasonable sport use, taking into consideration the necessity of regulating individual tag quotas to the quantity that is sufficient to provide satisfying hunting opportunities. Adoption of scientifically-based seasons, zones, and tag quotas provides for the maintenance of

to support a reasonable sport use, taking into consideration the necessity of regulating individual tag quotas to the quantity that is sufficient to provide satisfying hunting opportunities. Adoption of scientifically-based seasons, zones, and tag quotas provides for the maintenance of sufficient populations of bighorn sheep to ensure their continued existence.

Promotion of Businesses That Rely on Statewide Hunting.

Adoption of scientifically-based seasons, zones and tag quotas provides for the maintenance of sufficient populations of bighorn sheep to ensure their continued existence and future sport hunting opportunities. Under a normal season state hunters contribute about 82,624,000 in hunting trip-related revenue to the State's business sector. This is based on a 2006 US Fish and Wildlife national survey of fishing, hunting, and wildlife associated recreation for California. Adding the indirect and induced effects of this initial revenue contribution and the total benefit to California's economy is normally about \$231,878,000. This is equivalent to about \$87,418,006 in total wage earnings to Californians, or about 1943 jobs in the state.

Health and Welfare of California Residents

Hunting provides outdoor recreational opportunities for not only the hunters, but for family and friends who are non-hunting members of the group, and are able to participate in hiking, fishing and other outdoor activities. Hunters, like other outdoor enthusiasts often spend a considerable amount of time training or preparing for their outdoor excursion in order to be physically prepared for their outdoor activities.

Economic Impact Analysis

Sections 363, Title 14, California Code of Regulations Pronghorn Antelope Hunting

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 regulations will set the 2012-2013 big game hunting regulations for pronghorn antelope hunting. Currently, the season dates and tag quotas are established based on surveys and other biological assessments made by Department of Fish and Game (department) biologists during the winter of 2012. Each year the department reviews the population status of individual herds and recommends a range of possible tag quotas based on current production and over-winter survival rates. Adverse impacts to jobs and/or businesses that provide services to various regional hunting zones are not anticipated because of the relatively small number of tags issued to hunters. Under a normal season, State big game hunters contribute about \$82,624,000 in hunting trip-related expenditures to the State's business sector. This is based on a 2006 US Fish and Wildlife national survey of fishing, hunting, and wildlife associated recreation for California. Adding the indirect and induced effects of this initial revenue contribution and the total benefit to California's economy is normally about \$231,878,000. This is equivalent to about \$87,418,006 in total wage earnings to Californians, or about 1943 jobs in the state. Depending on the final season structure that the Commission adopts, the following statewide impacts to businesses may occur. The potential impacts range from 0 to 1943 jobs. The impacted businesses are generally small businesses employing few individuals and, like all small businesses, are subject to failure for a variety of causes. Additionally, the long-term intent of the proposed action is to increase sustainability in big game mammals, subsequently, the long-term viability of these same small businesses.

Benefits of the Regulation:

Concurrence with Federal Law:

Not applicable; no Federal Law exists regulating the take of these species in California.

Concurrence with other Statutory Requirements:

Not applicable.

Benefits to the Environment: Sustainable Management of Big Game Resources

It is the policy of this state to encourage the conservation, maintenance, and utilization of the living resources of the state's wildlife under the jurisdiction and influence of the state for the benefit of all the citizens of the state and to promote the development of local California hunting in harmony with federal law respecting the conservation of the living resources of the state. The objectives of this policy include, but are not limited to, the maintenance of sufficient populations of all species to ensure their continued existence and the maintenance of a sufficient resource to support a reasonable sport use, taking into consideration the necessity of regulating individual tag quotas to the quantity that is sufficient to provide satisfying hunting opportunities. Adoption of scientifically-based seasons, zones, and tag quotas provides for the maintenance of

sufficient populations of pronghorn antelope to ensure their continued existence.

Promotion of Businesses That Rely on Statewide Hunting.

Adoption of scientifically-based seasons, zones and tag quotas provides for the maintenance of sufficient populations of pronghorn antelope to ensure their continued existence and future sport hunting opportunities. Under a normal season state hunters contribute about 82,624,000 in hunting trip-related revenue to the State's business sector. This is based on a 2006 US Fish and Wildlife national survey of fishing, hunting, and wildlife associated recreation for California. Adding the indirect and induced effects of this initial revenue contribution and the total benefit to California's economy is normally about \$231,878,000. This is equivalent to about \$87,418,006 in total wage earnings to Californians, or about 1943 jobs in the state.

Health and Welfare of California Residents

Hunting provides outdoor recreational opportunities for not only the hunters, but for family and friends who are non-hunting members of the group, and are able to participate in hiking, fishing and other outdoor activities.

Economic Impact Analysis

Sections 364, Title 14, California Code of Regulations Elk Hunting

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 regulations will set the 2012-2013 big game hunting regulations for elk hunting. Currently, the season dates and tag quotas are established based on surveys and other biological assessments made by Department of Fish and Game (department) biologists in fall, 2011 through spring, 2012. Each year the department reviews the population status of individual herds and recommends a range of possible tag quotas based on current production and over-winter survival rates. Adverse impacts to jobs and/or businesses that provide services to various regional hunting zones are not anticipated because of the relatively small number of tags issued to hunters. Under a normal season, State big game hunters contribute about \$82,624,000 in hunting trip-related expenditures to the State's business sector. This is based on a 2006 US Fish and Wildlife national survey of fishing, hunting, and wildlife associated recreation for California. Adding the indirect and induced effects of this initial revenue contribution and the total benefit to California's economy is normally about \$231,878,000. This is equivalent to about \$87,418,006 in total wage earnings to Californians, or about 1943 jobs in the state. Depending on the final season structure that the Commission adopts, the following statewide impacts to businesses may occur. The potential impacts range from 0 to 1943 jobs. The impacted businesses are generally small businesses employing few individuals and, like all small businesses, are subject to failure for a variety of causes. Additionally, the long-term intent of the proposed action is to increase sustainability in big game mammals, subsequently, the long-term viability of these same small businesses.

Benefits of the Regulation:

Concurrence with Federal Law:

Not applicable; no Federal Law exists regulating the take of these species in California.

Concurrence with other Statutory Requirements:

Not applicable.

Benefits to the Environment: Sustainable Management of Big Game Resources

It is the policy of this state to encourage the conservation, maintenance, and utilization of the living resources of the state's wildlife under the jurisdiction and influence of the state for the benefit of all the citizens of the state and to promote the development of local California hunting in harmony with federal law respecting the conservation of the living resources of the state. The objectives of this policy include, but are not limited to, the maintenance of sufficient populations of all species to ensure their continued existence and the maintenance of a sufficient resource to support a reasonable sport use, taking into consideration the necessity of regulating individual tag quotas to the quantity that is sufficient to provide satisfying hunting opportunities. Adoption of scientifically-based seasons, zones, and tag quotas provides for the maintenance of

sufficient populations of elk to ensure their continued existence.

Promotion of Businesses That Rely on Statewide Hunting.

Adoption of scientifically-based seasons, zones and tag quotas provides for the maintenance of sufficient populations of elk to ensure their continued existence and future sport hunting opportunities. Under a normal season state hunters contribute about 82,624,000 in hunting trip-related revenue to the State's business sector. This is based on a 2006 US Fish and Wildlife national survey of fishing, hunting, and wildlife associated recreation for California. Adding the indirect and induced effects of this initial revenue contribution and the total benefit to California's economy is normally about \$231,878,000. This is equivalent to about \$87,418,006 in total wage earnings to Californians, or about 1943 jobs in the state.

Health and Welfare of California Residents

Hunting provides outdoor recreational opportunities for not only the hunters, but for family and friends who are non-hunting members of the group, and are able to participate in hiking, fishing and other outdoor activities.

Economic Impact Analysis

Sections 365 and 708.12, Title 14, California Code of Regulations Bear Hunting/Bear Tag Requirements

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 regulations simply provides for an update to cross-referenced regulatory language and allows a person to legally transport a bear with an unvalidated bear license tag when Department offices are closed. There is no economic, environmental or health and welfare benefits to these proposed changes.

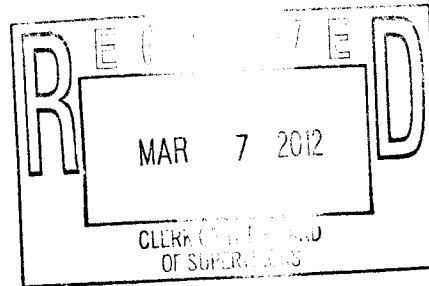
Benefits of the Regulation:

Allows a bear hunter to legally transport a bear with an unvalidated bear license tag when Department offices are closed.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
FEDERAL PROGRAMS BRANCH**

Community Development Block Grant Program (CDBG)

1800 Third Street, Suite 390
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 552-9398
FAX (916) 319-8488 or (916) 327-0579



March 5, 2012

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

**RE: March 27-30, 2012 Compliance Monitoring
Standard Agreement Numbers: 09-NSP1-6129, 10-EDEF-7271 & 10-STBG-6748**

Dear Mr. Stocker:

The Department of Housing and Community Development (HCD) is required to conduct on-site monitorings of its Neighborhood Stabilization Program (NSP) and Community Development Block Grant (CDBG) Program Grantees. The purpose of the monitoring is to verify compliance with all federal and state regulations, as well as NSP and CDBG requirements.

In consultation with Sean Powers, a monitoring visit has been scheduled for March 27-30, 2012 at the County of Yuba (County). This monitoring will begin with an Entrance Conference at 10:00 a.m. on Tuesday and will conclude with the Exit Conference Friday morning.

The enclosed Monitoring Information sheet will assist the County in ensuring all the records associated with the identified Standard Agreements are available to the monitors during the visit.

If you have any questions, please contact Leticia Martinez at (916) 552-9357 or lmartinez@hcd.ca.gov.

Thank you for your cooperation.

Sincerely,

Karen Patterson

Karen Patterson
Monitoring Manager

Enclosure

3-7-12: Copy Provided to K. Mallen, Director, Community Development and Services
cc: Sean Powers, Finance and Administration Manager
Wendy Hartman, Planning Director
Debra Phillips, Housing and Community Services Manager
Sharon Hoshiyama, CDBG Representative

BOS CORRESPONDENCE B

MONITORING INFORMATION SHEET

The following is the sequence of events for a typical monitoring.

1. Entrance Conference to discuss the visit's purpose and schedule;
2. Review of files and documentation;
3. Interviews with staff, contractors and other parties, as appropriate;
4. On-site visits (if applicable) to pre-selected project addresses; and
5. Exit Conference to discuss the results of the review, as well as potential corrective actions.

The following topic areas may be covered during the visit:

1. General compliance with federal and state requirements:
 - Citizen Participation (including required documentation in Public Information Binders);
 - Equal Opportunity and Fair Housing;
 - City Employment Policies;
 - Drug Free Workplace;
 - Program Recordkeeping;
 - Conflict of Interest; and
 - Other requirements.
2. Procurement process compliance with 24 CFR 85.36:
 - Types of procurement processes used;
 - Documentation that the proper processes were followed;
 - Review of procurement files;
 - Required contract clauses/provisions;
 - Subrecipient oversight and monitoring; and
 - Other procurement requirements.
3. Review of the City's NEPA documentation:
 - Level of review by activity;
 - Supporting documentation for each compliance area;
 - Complete environmental review record (ERR);
 - Clearance prior to obligation of federal funds;
 - Changes to scope of work vs. originally prepared NEPA; and
 - Other NEPA requirements.
4. Review of compliance of national benefit:
 - Activity eligibility;
 - Target area(s);
 - TIG job creation (if applicable); and
 - Proper income qualification processes.
5. Labor standards compliance, if applicable:
 - Wage rates;
 - Proper wage classifications and payments;
 - Original certified payrolls;

- Timely reviews of certified payrolls;
- Proper documentation for “other” deductions; and
- Other related requirements.

6. Financial Management:

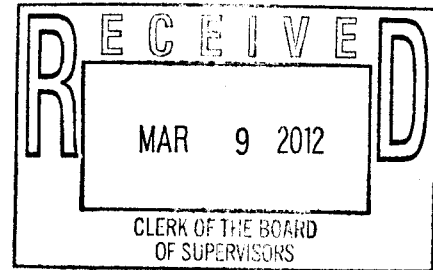
- Cash receipts and disbursements;
- CDBG Program Income revolving loan account administration including interest income;
- Contractor/Consultant/Subrecipient financial oversight and disbursements;
- Funds Requests with supporting documentation (timesheets, invoices, receipts, etc.)
- Fiscal reporting;
- Cash management procedures; and
- Other requirements.

Refer to Chapter 12 of the State CDBG Grant Management Manual for checklists that outline the documentation requirements. The checklists are located at:
<http://www.hcd.ca.gov/fa/cdbg/manual/chapter12.html> .



**DEPARTMENT OF
FINANCE**
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV



March 2, 2012

**Dear County Board of Supervisors, City Administrators, and
Redevelopment Successor Agency Representatives:**

The purpose of this letter is to provide information on some of the most important next steps required to implement Assembly Bill 26, First Extraordinary Session (ABX1 26, Chapter 5, Statutes of 2011), which dissolved redevelopment agencies (RDAs) effective February 1, 2012 and replaced them with successor agencies. According to our records, your city (or county) has chosen to act as the successor agency for your former RDA.

Before it was dissolved, your former RDA submitted to the Department of Finance (Finance) an Enforceable Obligation Payment Schedule (EOPS) which listed the various financial obligations that the RDA believed to be Enforceable Obligations, as that term is defined by ABX1 26. The EOPS should be extended until a Recognized Obligation Payment Schedule (ROPS) listing all enforceable obligations proposed for payment between January 1, 2012 and June 30, 2012 can be adopted and is valid.

Pursuant to the timeline in ABX1 26 as revised by the Supreme Court's order, the first ROPS must be approved in initial form by your successor agency's governing body no later than March 1, 2012. The ROPS must be approved by the oversight board in final form no later than April 15, 2012, and also must be submitted to Finance, the State Controller, and the county auditor-controller for review no later than the April 15, 2012. Beginning May 1, 2012, only those payments on an approved ROPS should be made for the period through June 30, 2012. The ROPS for the period July 1, through December 31, 2012 must be submitted to Finance and the county auditor as soon as possible but no later than May 11. This will leave 10 working days for our review and four working days for the county auditor-controller to prepare to make timely payments to successor agencies and taxing agencies on June 1, 2012, as required by ABX1 26. While Finance will make every effort to reach agreement with successor agencies on items to be included in the ROPS by those dates, additional time may be needed to review complex items. Thus we encourage agencies with complex issues to bring them to our attention as soon as possible.

In order to expedite our review of the ROPS, Finance auditors are currently reviewing the EOPS that has been submitted to identify any items which may require more information to assist our review. We request that your staff cooperate with requests for information. We anticipate that some items that we do not believe are enforceable obligations may be identified in this process and we will be providing you with notice of those so that they may be removed from the ROPS.

BOS CORRESPONDENCE C

3-12-12/CC/Community Development and Services Agency - Kevin Mallen/rf

Finance staff will notify the staff contact for the successor agency within three days by e-mail if we are exercising our right to further review items in the ROPS. We will provide notice of which items we are reviewing within 10 days. After that notice and after May 1, no payment related to any such items should be made, even if they are on a previously adopted EOPS, until Finance agrees to the inclusion of the item on the ROPS.

While we hope that agreement can be reached on most items, there are likely to be some items included on the ROPS on which agreement cannot be reached by the time payments are to be made to successors and taxing agencies under the law. We believe that the fiduciary duty a successor agency owes to its undisputed creditors takes precedence over any right to dispute whether other items are enforceable obligations. We respect the rights of a successor agency to maintain a different position with regard to such items and recognize that litigation may be necessary to resolve some disputes. We will endeavor to minimize the cost of litigation by continuing to research and discuss any disputed items until it is clear that no mutually satisfactory resolution is possible. Once a payment date is reached, Finance views the undisputed items to be the ROPS for purposes of distribution of funds from the Redevelopment Property Tax Trust Fund for that six month period and will be providing notice to the county auditor of those items no later than five working days prior to a statutory distribution date. If resolution of the dispute later determines that an item is an enforceable obligation, it may be placed on the next ROPS.

The review of the ROPS by the public and the oversight board is very important and adequate time should be allowed for this to take place. Given these compressed timeframes, we believe it would be prudent for your oversight board to review, approve, and submit the ROPS to Finance at the earliest possible time. If we object to any items on your ROPS, this early submittal will help ensure any problems are resolved before May 1 and May 11 deadlines, thereby enabling your Successor Agency to make debt payments timely and to receive funding for all enforceable obligations.

Your successor agency's oversight board has seven members, of whom one is appointed by the city, two by the county board of supervisors, one by the county superintendent of education, one by the California Community Colleges, one by the largest special district by property tax share with territory in the former RDA's project areas, and one to represent the employees of the former RDA. Since the ROPS must be approved by the oversight board by April 15, and since the ROPS cannot be submitted to Finance until it has been approved by the oversight board, we encourage you to work expeditiously with the various appointing powers to ensure they name their oversight board members as soon as possible.

Finally, ABX1 26 states that the initial ROPS must be submitted to the auditor performing the agreed upon procedures audit for review. While it would be preferred that this take place in conjunction with the completion of the agreed upon procedures audit, this review of the initial ROPS is a separate action that should not be delayed pending completion of the audit.

County auditor-controllers have until July 1, 2012 to arrange for completion of these audits pursuant to the California Supreme Court's revised ABX1 26 timeline, and we understand many auditors may require even longer to actually complete the audits. Consequently, if the auditor designated by your county auditor-controller states the review of the ROPS cannot be completed by April 15, we advise you to submit your ROPS to Finance without waiting for the auditor's review. If, however, your auditor states they will complete the ROPS review by April 15, we advise you to not submit the ROPS until the review is complete. We advise you to consult your county auditor-controller on the timing of the agreed-upon-procedures audit.

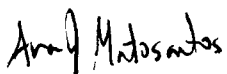
We would appreciate receiving a copy of the auditor's report when it is completed. This will help expedite review of your ROPS.

The Department of Finance website contains substantial additional information about ABX1 26 that is updated as we develop responses to questions and work with other parties. This can be found at the following link:

http://www.dof.ca.gov/assembly_bills_26-27/view.php

Thank you for your attention to this matter. Please direct any questions to Finance staff at (916) 445-1546, or send an e-mail to: reddevelopment_administration@dof.ca.gov.

Sincerely,



ANA J. MATOSANTOS
Director



Human Services Committee



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT



100-12

Suzanne Nobles, Director

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

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

Phone: (530) 749-6366

TO: Human Services Committee
Yuba County Board of Supervisors

FROM: Suzanne Nobles, Director
Health and Human Services Department

DATE: March 26, 2012

SUBJECT: Children's Medical Services (CMS) Plan Guidelines for Fiscal Year
2011-2012

RECOMMENDATION: Board of Supervisors approval of the attached CMS Plan and Fiscal Guidelines for FY 2011-2012 and authorization for the Chairman to sign CMS Certification Statements included in this plan is recommended.

BACKGROUND: The Department of Health Care Services (DHCS) has delegated the responsibility of administering the CMS program, which includes Child Health and Disability Prevention (CHDP), California Children Services (CCS) and the Health Care Program for Children in Foster Care (HCPCFC), to county health departments. DHCS allocates administrative funds to the Public Health Division of the Health and Human Services Department to provide these ongoing, mandated services upon the submission and approval of the CMS Plan Guidelines.

DISCUSSION: The CMS Plan and Fiscal Guidelines for FY 2011-2012 includes the combined plan, budget, and scope of work to continue the administration of the CHDP, CCS and HCPCFC programs in Yuba County. The budget for these programs is estimated to be \$495,068.00 which includes the CHDP budget of \$111,678.00, the HCPCFC budget of \$30,808.00, and the CCS budget of \$352,582.00. This revenue source covers salaries and benefits for 3.905 Full Time Employees (FTEs), in addition to the costs of services and supplies associated with administering these programs.

FISCAL IMPACT: Approval of the CMS Plan and Fiscal Guidelines will not impact County General Funds. The County match requirement for the CCS program is estimated at \$24,830 and will be funded through Health Realignment Funds.

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Children's Medical Services (CMS)
California Children's Services (CCS)
Child Health & Disability Prevention (CHDP)
Health Care Program for Children in Foster Care
(HCPCFC)

Plan Guidelines

FY 2011-2012

Children's Medical Services
California Children's Services (CCS)
Child Health & Disability Prevention (CHDP)
Health Care Program for Children in Foster Care
(HCPCFC)

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1. Budget Summary	N/A
2. Budget Worksheet	N/A
3. Budget Justification Narrative	N/A

Plan and Budget Required Documents Checklist**MODIFIED FY 2011-2012**County/City: YubaFiscal Year: 2011-2012

Document		Page Number
1.	Checklist	Yes
2.	Agency Information Sheet	Yes
3.	Certification Statements	
	A. Certification Statement (CHDP) – Original and one photocopy	Yes
	B. Certification Statement (CCS) – Original and one photocopy	Yes
4.	Agency Description	
	A. Brief Narrative	Yes, CHDP
	B. Organizational Charts for CCS, CHDP, and HCPCFC	Retain locally
	C. CCS Staffing Standards Profile	Retain locally
	D. Incumbent Lists for CCS, CHDP, and HCPCFC	Yes
	E. Civil Service Classification Statements – Include if newly established, proposed, or revised	Yes
	F. Duty Statements – Include if newly established, proposed, or revised	Yes
5.	Implementation of Performance Measures – Performance Measures for FY 2009-10 are due November 30, 2011.	N/A
6.	Data Forms	
	A. CCS Caseload Summary	Yes
	B. CHDP Program Referral Data	Yes
7.	Memoranda of Understanding and Interagency Agreements List	
	A. MOU/IAA List	Yes
	B. New, Renewed, or Revised MOU or IAA	Yes
	C. CHDP IAA with DSS biennially	Yes
	D. Interdepartmental MOU for HCPCFC biennially	Yes
8.	Budgets	
	A. CHDP Administrative Budget (No County/City Match)	
	1. Budget Summary	Yes

Children's Medical Services Plan and Fiscal Guidelines

County/City: Yuba

Fiscal Year: 2011-2012

Document		Page Number
2.	Budget Worksheet	Yes
3.	Budget Justification Narrative	Yes
B.	CHDP Administrative Budget (County/City Match) - Optional	
1.	Budget Worksheet	Yes
2.	Budget Justification Narrative	Yes
3.	Budget Justification Narrative	Yes
C.	CHDP Foster Care Administrative Budget (County/City Match) - Optional	
1.	Budget Summary	Yes
2.	Budget Worksheet	Yes
3.	Budget Justification Narrative	Yes
D.	HPCFC Administrative Budget	
1.	Budget Summary	Yes
2.	Budget Worksheet	Yes
3.	Budget Justification Narrative	Yes
E.	CCS Administrative Budget	
1.	Budget Summary	Yes
2.	Budget Worksheet	Yes
3.	Budget Justification Narrative	Yes
G.	Other Forms	
1.	County/City Capital Expenses Justification Form	Yes, only if applicable
2.	County/City Other Expenses Justification Form	Yes, only if applicable
9.	Management of Equipment Purchased with State Funds	
1.	Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	Yes, only if applicable
2.	Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	Yes
3.	Property Survey Report Form (STD 152)	Yes, only if applicable

Agency Information Sheet**County/City:** Yuba County**Fiscal Year:** 2011-12**Official Agency**

Name:	County of Yuba (Health and Human Services Agency)	Address:	5730 Packard Ave., Ste. 100
Health Officer	Joseph Cassady, D.O.		Marysville, CA 95901

CMS Director (if applicable)

Name:	_____	Address:	_____
Phone:	_____		_____
Fax:	_____	E-Mail:	_____

CCS Administrator

Name:	Lynne Olsen	Address:	5730 Packard Ave., Ste. 100
Phone:	530-749-6766		Marysville, CA 95901
Fax:	530-749-6397	E-Mail:	lolsen@co.yuba.ca.us

CHDP Director

Name:	Joseph Cassady, D.O.	Address:	5730 Packard Ave., Ste. 100
Phone:	530-749-6366		Marysville, CA 95901
Fax:	530-749-6397	E-Mail:	jocassady@co.yuba.ca.us

CHDP Deputy Director

Name:	Marge Troester, Supervising PHN	Address:	5730 Packard Ave., Ste. 100
Phone:	530-749-6866		Marysville, CA 95901
Fax:	530-749-6397	E-Mail:	mtroester@co.yuba.ca.us

Clerk of the Board of Supervisors or City Council

Name:	Donna Stottlemeyer	Address:	915 8 th Street, Ste. 109
Phone:	530-749-7510		Marysville, CA 95901
Fax:	530-749-7353	E-Mail:	dstottlemeyer@co.yuba.ca.us

Director of Social Services Agency

Name:	Suzanne Nobles	Address:	5730 Packard Ave., Ste. 100
Phone:	530-749-6271		Marysville, CA 95901
Fax:	530-749-6281	E-Mail:	snobles@co.yuba.ca.us

Chief Probation Officer

Name:	Jim Arnold	Address:	215 5 th Street
Phone:	530-749-7550		Marysville, CA 95901
Fax:	530-749-7364	E-Mail:	jarnold@co.yuba.ca.us

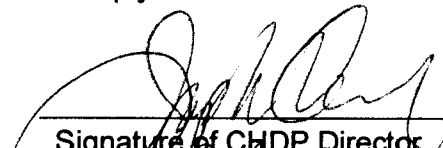
Children's Medical Services Plan and Fiscal Guidelines

Certification Statement - Child Health and Disability Prevention (CHDP) Program

County/City: Yuba County

Fiscal Year: 2011-12

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.



Signature of CHDP Director

3-8-12

Date Signed



Signature of Director or Health Officer

3-8-11

Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

Children's Medical Services Plan and Fiscal Guidelines

Certification Statement - California Children's Services (CCS)

County/City: Yuba County

Fiscal Year: 2011-12

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.



Signature of CCS Administrator

3-8-12

Date Signed


Signature of Director or Health Officer

3-8-12
Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Date

YUBA COUNTY

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APPROVED AS TO FORM ^{CMS PLAN FY 2011-12}

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 

Brief Narrative

Yuba County's CHDP Program is currently composed of a Supervising Public Health Nurse who serves as the CHDP Deputy Director, a Public Health Nurse III, an RN and an Office Specialist. The program is part of the CMS Unit which includes CHDP, HCPCFC and CCS. The unit is directly supervised by a Supervising Public Health Nurse. The unit is one of three within the Health Services Division which is managed by the Director of Nurses with medical oversight provided by the Health Officer (Director of CHDP). The Health Services Division is part of the Health and Human Services Department which also includes CHDP's partners in Public Assistance (also referred to as Social Services or Eligibility) and Children's Services Division (also referred to as Child Welfare Services or Child Protective Services). The Foster Care Nurse in the HCPCFC program is stationed in the Children's Services Division. This position is part of the CMS Unit and is supervised by the Supervising Public Health Nurse. This position receives program direction and input from both the CHDP Deputy Director and staff from the Children's Services Division.

Yuba County is a CCS dependent county under the direction of the Sacramento Regional Office (SRO). CHDP staff, the CCS Administrator, the CCS Case Manager, and the CCS Medical Case Managers collaborate in performing CMS functions. The CCS Case Manager informs eligible CCS clients of the CHDP program and provides CHDP brochures. The CCS Medical Case Managers review all requests for needed medical services and intervenes in high-risk client case management. CHDP staff refers children identified on the PM 160 with possible CCS eligible condition(s) to the CCS Case Manager. The HCPCFC PHN makes referrals to the CCS program and assists CCS staff with foster children on their caseload as needed. Since the entire CMS unit is located in the same building, the three programs network on a regular basis.

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services

Incumbent List - California Children's Services

For FY 2011-12, complete the table below for all personnel listed in the CCS budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

Identify Nurse Liaison positions using: **MCMC** for Medi-Cal Managed Care; **HF** for Healthy Families; **IHO** for In-Home Operations, and; **RC** for Regional Center.

County/City: Yuba Fiscal Year: 2011-12

Job Title	Incumbent Name	FTE % on CCS Admin Budget	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Public Health Nurse III	Lynne Olsen	90%	No	No
Public Health Nurse I/II	Mike Huynh	80%	No	No
Case Manager	Michele Clark	95%	No	No
Office Specialist	Kathleen Harriger	20%	Yes	No
Office Assistant (Bilingual)	Veronica Villalobos	15%	No	No
Account Technician	Donna Clark	30%	No	No
IT Analyst	Vacant	5%	Yes	No

Children's Medical Services Plan and Fiscal Guidelines

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services

Incumbent List - Child Health and Disability Prevention Program

For FY 2011-12, complete the table below for all personnel listed in the CHDP budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should not be over 100 percent.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: Yuba

Fiscal Year: 2011-12

Job Title	Incumbent Name	FTE % on CHDP No County/ City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Supervising PHN	Marge Troester, SPHN	6%	None	2% HCPCFC 50% MCAH 11% Snap- Ed 31% General	Yes	No
PHN III	Cheryl Andersen	40%	None	40% Tobacco 15% PHEP 5% Pan Flu	Yes	Yes
RN/PHN (1 st and 2 nd quarter only)	Sara Harriman	40%	None	28% IZ 32% general	Yes	No
RN (3 rd and 4 th quarters only)	Sarah Hawkins	57%	None	43% General	Yes	Yes

Children's Medical Services Plan and Fiscal Guidelines

County/City: Yuba

Fiscal Year: 2011-12

Job Title	Incumbent Name	FTE % on CHDP No County/ City Match Budget	FTE % on CHDP County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Office Specialist	Kathleen Harriger	30%	None	20% CCS 25% Tobacco 25% General	No	No
Accounting Technician	Kathy Goss	5%	None	95% General	No	No

Children's Medical Services Plan and Fiscal Guidelines

State of California - Health and Human Services Agency Department of Health Care Services - Children's Medical Services

Incumbent List - Health Care Program for Children in Foster Care

For FY 2011-12, complete the table below for all personnel listed in the HCPCFC and CHDP Foster Care Administrative (County/City) budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: **Yuba**

Fiscal Year: **2011-12**

Job Title	Incumbent Name	FTE % on HCPCFC Budget	FTE % on FC Admin County/City Match Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Supervising PHN	Marge Troester	2%	None	5-8% CHDP 50% MCAH 11% Snap-Ed 29-32 % General	Yes	No
PHN I/II	Christle Chung (1 st , 2 nd and 4 th quarters)	32%	None	66% Children's Services	Yes	No

CLASSIFICATION SPECIFICATION



CLASS TITLE: Information Technology Analyst I/II
ALLOCATION: Administrative Services
FLSA STATUS: Non-exempt
UNION AFFILIATION: YCEA

Established: March 1996
Revised: April 2010

JOB SUMMARY

Under general supervision, performs responsible analytical work related to the planning, design, implementation, evaluation, modification and maintenance in support of County computer systems, geographic information systems and telecommunication systems; performs analysis of customers requirements, procedures, and problems to automate or improve existing systems; reviews computer system capabilities, workflow and limitations; plans, coordinates and implements security measures for information systems to regulate access to computer data files and prevent unauthorized modification, destruction, or disclosure of information; analyzes, designs, tests and evaluates network systems; installs, configures, and supports the County's LAN, WAN, monitor network to ensure network availability to all system customers; coordinates changes to computer databases; converts project specifications and statements of problems and procedures into computer language; and performs related work as assigned.

Information Systems Analyst I is the professional entry-level classification in the Information Technology series. Initially under close supervision, incumbents learn County and departmental computer programs and systems, as well as, rules, policies and procedures. As experience is gained, assignments become more complex and are performed independently. This class is flexibly staffed with Information Technology Analyst II and incumbents may advance to the higher level after gaining sufficient experience and demonstrating proficiency to meet the requirements of the next higher level. Information Technology Analyst I's are typically assigned to a team rather than to particular projects.

Information Systems Analyst II is the professional journey-level classification in the information technology series, fully competent to perform all facets of the classification. This class is distinguished from the Senior Information Technology Analyst in that the latter has project management and lead direction responsibilities.

CLASS CHARACTERISTICS

Depending on the area of assignment this position may report directly to the Applications, Operations or Network Unit Information Technology Supervisor in the Information Technology Division of the Administrative Services Department. This class is distinguished from the Senior Information Technology Support Technician as the scope of responsibilities are focused on applications and network systems analysis, design and programming.

EXAMPLES OF DUTIES:

Essential:

I Level:

- Acts as a liaison to assigned County departments; meets with customer to resolve conflicts between system capabilities and customer requirements; explains cost, delays and impairment of overall system efficiency; suggests and justifies alternatives to customers' initial requests.
- Coordinates network operations, maintenance, repairs, or upgrades; monitors and analyzes network performance and data input/output reports to detect problems; identifies inefficient use of computer resources; participates in network technology upgrade or expansion projects, including installation of hardware and software and integration testing.
- Analyzes, designs, tests, and evaluates network systems, such as local area networks (LAN), wide area networks (WAN), Internet, intranet and other data communications systems; diagnoses problems and replaces defective components.
- Investigates whether networks, workstations, the central processing unit of the system, or peripheral equipment are responding to a program's instructions; performs or refers revision, repair, or expansion of existing programs to increase operating efficiency or adapt to new requirements.
- Sets up customer accounts, regulating and monitoring file access to ensure confidentiality and proper use; maintains the peripherals, such as printers, that are connected to the network; identifies areas of operation that need upgraded equipment such as modems, fiber optic cables, and telephone wires.
- Performs data backups; performs routine network startup and shutdown procedures, and maintains control records.
- Maintains a variety of reports and documentation.
- Refers major problems to Information Technology Analyst IIs or vendors for service.

If assigned to Telecommunications (In addition to the I-Level duties):

- Installs, maintains, and repairs digital and analog microwave radio, fixed and mobile radio, multiplexing, electronic and electromechanical key switching equipment and ancillary electronic/telephone equipment such as encoders, decoders,

jacks, wiring, cables and power supplies.

- Climbs ladders, poles, towers, and structures to install, maintain, repair, or reconfigure radio communications or microwave antennas.
- Performs periodic tests on equipment to ensure compliance with Federal Communications Commission (FCC) rules and regulations and/or quality control directives.

If assigned to Geographic Information Technology (In addition to the I-Level duties):

- Builds and updates digital databases.
- Checks all layers of maps in order to ensure accuracy, identifying and marking errors and making corrections.
- Determines scales, line sizes, and colors to be used for hard copies of computerized maps.
- Monitors mapping work and the updating of maps in order to ensure accuracy, the inclusion of new and/or changed information, and compliance with rules and regulations.
- Digitizes geographic data as assigned.

II Level (in addition to the above):

- Administers, analyzes, designs, modifies and maintains the County networks and related computing environments including computer hardware, systems software, applications software, and all configurations; recommends changes to improve systems and network configurations and determine hardware and software requirements related to such changes.
- Analyzes computer program specifications and determines the logical sequence; converts project specifications and statements of problems and procedures to detailed logical flow charts for coding into computer language; designs program flow charts and reviews logic; codes logic flow into appropriate language; conducts program and module testing and develops test procedures; creates data for test run; reviews test results for logic correctness and program requirement; debugs program.
- Writes, updates, and maintains computer programs or software packages to handle specific jobs such as tracking inventory, storing or retrieving data, or controlling other equipment; solves problems in programming arising from software interfaces, complex design requirements, and the use of new sophisticated computer languages; consults with customers to clarify program intent, identify problems, and suggests changes.
- Plans, coordinates and implements security measures to safeguard information in computer files against accidental or unauthorized damage, modification or disclosure and to meet emergency data processing needs; modifies computer security files to incorporate new software, correct errors, or change individual access status; monitors use of data files and regulate access to safeguard information in computer files.
- Assists with the management of the day-to-day operations of the County Intranet and Internet websites; designs, builds, or maintains web sites, using authoring or scripting languages, content creations tools, management tools, and digital media; writes, designs, or edits web page content, or directs other producing content; analyzes customer needs to determine technical requirements; creates web models or prototypes that include physical, interface, logical, or data models.
- Prepares bid proposals and cost estimates; recommends and coordinates vendor selection.
- Performs research, planning and cost studies in support of various current and future County system requirements; evaluates the feasibility and compatibility of modification on existing or new systems.
- Assists customers to diagnose and solve data communications problems; develops and writes procedures for installation, use, and troubleshooting of communications hardware and software; adapts and modifies existing software to meet specific needs.
- Recommends changes to improve systems and network configurations, and determine hardware or software requirements related to such changes; confers with network customers about how to solve existing system problems.
- Participates in computer systems disaster recovery plan maintenance and implementation.
- Maintains needed files by adding and deleting files on the network server and backing up files to guarantee their safety in the event of problems with the network.
- Researches new technology and recommends infrastructure modifications and implements such changes.
- Maintains accurate records and documents action taken; researches regulations, procedures, and technical reference materials.
- Prepares and maintains a variety of reports and documentation.
- Refers the more complex applications and network system issues to the Senior Information Technology Analysts.

If assigned to Telecommunications (In addition to the II-Level duties):

- Plans, designs, implements, evaluates and modifies the County telecommunications systems including microwave radio, data transmission, telemetry, and the County telephone system; recommends and integrates new telecommunications equipment.
- Designs digital and analog systems, reconfigurations, and interfaces with common carrier, calculates path loss, prepares

layout plans, technical drawings and circuit wiring diagrams; determines type, size, placement and supporting structure of antennas and power supplies.

- Develops system layout, wiring and modification diagrams; performs coverage tests and interference studies and investigates intermittent problems.
- Programs radio and telephone equipment needed.

If assigned to Geographic Information Technology (In addition to the II-Level duties):

- Collects and evaluates information about specific features of the County using aerial photography and other digital remote sensing techniques.
- Revises existing maps and charts, making all necessary corrections and adjustments.
- Compiles data required for map preparation, including aerial photographs, survey notes, records, reports, and original maps.
- Inspects final compositions to ensure completeness and accuracy.
- Determines map content and layout, as well as production specifications such as scale, size, projection, and colors, and direct production to ensure that specifications are followed.
- Examines and analyzes data from ground surveys, reports, aerial photographs, and satellite images to prepare topographic maps, aerial-photograph mosaics, and related charts.
- Delineates aerial photographic detail such as control points, hydrography, topography, and cultural features using precision stereo-plotting apparatus or drafting instruments.

Important:

- Comply with all County equipment and safety policies and procedures, and California Occupational Safety and Health Administration (CalOSHA) rules and regulations.
- Assists in billing activities for computer equipment and supplies.
- Uses standard office equipment in the course of the work; uses hand and power tools to install hardware and cabling.
- May drive a personal or County motor vehicle in the course of the work to visit various departmental work sites.

EMPLOYMENT STANDARDS:

Knowledge of:

I Level:

- Electronic equipment, and computer hardware and software, including applications and programming.
- Design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models.
- English language structure and content including the meaning and spelling of words, rules of composition, and grammar.
- Arithmetic, algebra, geometry, trigonometry, statistics, and their applications.
- Machines and tools, including their designs, uses, repair and maintenance.
- Principles and processes of providing customer service including, customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- Administrative and clerical procedures and systems such as word processing, managing files and records, designing forms, and other office procedures and terminology.
- Safe work methods and safety regulations and precautions pertaining to the work.

II Level (In addition to the above):

- Electronic equipment, and computer hardware and software, including applications and programming utilized by the County.
- County and departmental operations, terminology, rules, policy and procedure.
- Principles and methods for curriculum and training design, teaching and instruction for individuals and groups, and the measurement of training effects.

If assigned to Telecommunications (In addition to the II-Level):

- Transmission, broadcasting, switching, control, and operation of telecommunications systems.
- Federal Communications Commission (FCC) rules and regulations governing the operation and repair of governmental radio transmitters and receivers.

If assigned to Geographic Information Technology (In addition to the II-Level):

- Raw materials, production processes, quality control, costs, and other techniques for maximizing the effective manufacture and distribution of goods.
- Principles and methods for describing the features of land, sea, and air masses, including their physical characteristics, locations, interrelationships, and distribution of plant, animal and human life.

Skill in:**I Level:**

- Reviewing information to determine appropriate cause of action.
- Conducting tests and inspections of products, services, or processes to evaluate quality or performance.
- Generating or adapting equipment and technology to serve customer needs.
- Installing equipment, machines, wiring, or programs to meet specifications.
- Writing computer programs for various purposes.
- Determining causes of operating errors and deciding what action to take.
- Managing one's own time and the time of others.
- Working in a united team environment.
- Using mathematics to solve problems.
- Identifying information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.
- Keeping up-to-date technically and applying new knowledge to your job.
- Talking to others to convey information effectively.
- Entering, transcribing, recording, storing, or maintaining information in written or electronic/magnetic form.
- Performing maintenance on equipment and determining when/what kinds of maintenance/tools are needed.
- Operating hand and power tools related to the work.

II Level (In addition to the above):

- Analyzing and using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- Identifying complex problems, analyzing the information and evaluating the results to develop and evaluate options and implement solutions.
- Considering the relative costs and benefits of potential actions to choose the most appropriate one.
- Analyzing needs and product requirements to create a design.
- Controlling operations of equipment or systems.
- Determining how a system should work and how changes in conditions, operations, and the environment will affect outcomes.
- Identifying measures or indicators of system performance and the actions needed to improve or correct performance, relative to the goals of the system.
- Understanding the implications of new information for current/future problem-solving and decision-making.
- Using relevant information and individual judgment to determine whether events or processes comply with laws, regulations, or standards.
- Selecting and using training/instructional methods and procedures appropriate for the needs of the audience.

Ability to:

- Apply general rules to specific problems to produce answers that make sense.
- Recognize something is wrong or is likely to go wrong.
- Generate or use different sets of rules for combining or grouping things in different ways.
- Combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).
- Quickly and accurately compare similarities and differences among sets of letters, numbers, objects, pictures, or patterns. The things to be compared may be presented at the same time or one after the other. This ability also includes comparing a presented object with a remembered object.
- Choose the right mathematical methods or formulas to solve a problem.
- Read and understand information and ideas presented in writing and verbally.
- Communicate effectively in writing and verbally as appropriate for the needs of the audience.
- Give full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
- Observe, receive and obtain information from all relevant sources.
- Maintain composure in difficult situations.
- Apply detail and thoroughness in completing tasks.
- Concentrate on a task over a period of time without being distracted.

Physical Demands: The physical demands and work environment described here are representative of those that must be met by the employee to successfully perform the essential function of the job, with or without accommodation. Prospective employees must complete a pre-employment medical exam (Occupational Group III) which will measure the ability to:

- Properly handle equipment and supplies weighing up the 25 pounds on routine basis.
- Properly handle equipment weighing up between 40 – 80 pounds, occasionally.
- See well enough to read fine print and view a computer screen; speak and hear well enough to understand, respond, and communicate clearly in person and on the telephone; independent body mobility sufficient to stand, sit, walk, stoop, and bend to access the work environment and a standard office environment; manual dexterity and sufficient use of hands, arms, and shoulders to repetitively operate a keyboard and to write; and the ability to sit or walk for prolonged periods of time.
- Perform physical activities that require considerable use of arms and legs and moving your whole body, such as climbing, lifting, balancing, walking, stooping, kneeling, crouching and crawling.

Accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

Work Environment:

- May be required to work evenings, weekends and/or holidays as directed.
- May at times be exposed to loud noise levels. However, noise levels are typically quiet.

QUALIFICATIONS:

The minimum and preferred requirements are listed below. While the following requirements outline the minimum qualifications the County reserves the right to select applicants for further consideration who demonstrate the best qualifications match for the job. Meeting the minimum qualifications does not guarantee further participation in selection procedures:

INFORMATION TECHNOLOGY ANALYST I

MINIMUM:

Licenses and Certification:

- Obtain a valid California Class C driver's license within 10 days of employment.
- Prior to completion of probationary period, successfully complete one certification program as identified and determined by the department depending on the area of assignment: applications, network or operations.
- Ability to maintain the certification obtained during probationary period.

Education/Experience:

An Associate's Degree from an accredited college or university in Computer Science, Management Information Technology or a field related to the work and two years of relevant analytical network, applications and communications systems experience. A list of the coursework must be submitted with application. Candidates with strong experience who lack the education are encouraged to apply.

PREFERRED:

Education/Experience:

In addition to the minimum, additional relevant analytical network, applications and communications systems experience in a public agency setting.

INFORMATION TECHNOLOGY ANALYST II

MINIMUM:

Licenses and Certification (In addition to the above):

- Prior to completion of probationary period, successfully complete one certification program as identified and determined by the department depending on the area of assignment: applications, network or operations.
- Ability to maintain the certification obtained during probationary period.

Education/Experience (In addition to the above):

An Associate's Degree from an accredited college or university in Computer Science, Management Information Technology or a field related to the work and one year of experience at a level equivalent to the County's class of Information Technology Analyst I level. A list of the coursework must be submitted with application. Candidates with strong experience who lack the education are encouraged to apply.

PREFERRED:

Education/Experience:

In addition to the minimum, a Bachelor's Degree from an accredited college or university in Computer Science or Management Information Systems and additional relevant analytical network, applications and communications systems experience preferably in a public agency setting.

This class specification lists the major duties and requirements of the job. Incumbent may be expected to perform job-related duties other than those contained in this document.

Dept Approval: Doug McCoy

Date:

Personnel Approval: Cindy Clark

Date:

Signature: _____

Signature: _____

CLASSIFICATION SPECIFICATION



CLASSIFICATION: Public Health Nurse III
ALLOCATION: Health & Human Services
FLSA STATUS: Non-exempt
UNION AFFILIATION: YCEA

ESTABLISHED: Prior to 1990
REVISED: July 2010

JOB SUMMARY:

Provides programmatic oversight and review to multiple public health nursing programs; may direct or mentor the work of public health nursing staff on a relief or project basis; performs the full range of public health nursing services including teaching, health assessment, and counseling services in connection with the prevention and control of diseases and adverse health conditions; manages a patient caseload; performs related work as assigned.

Public Health Nurse III is the advanced journey level classification in this professional public health nurse series.

CLASS CHARACTERISTICS:

This classification oversees multiple programs for the most complex or sensitive public health nursing services, in addition to, mentoring or providing lead direction to assigned staff. These positions require a high degree of initiative to effectively manage the most complex or sensitive programs. Incumbents will develop recommendations consistent with directives, policies and regulations, and exercise professional judgment and independent decision making for assigned programs. This class is distinguished from the Supervising Public Health Nurse in that the latter is the first full supervisory class of this series.

EXAMPLES OF DUTIES:

Essential:

- Monitors, directs and reviews assigned programmatic areas; participates in program planning and development and provides input into program budgets and grants.
- Prepares grant applications and other funding requests and monitors fund expenditures as required.
- May plan, direct and review the work of assigned staff; may orient and mentor or train staff in work procedures.
- Plans and delivers in-service presentations for public health nurses.
- Investigates and resolves health problems, furnishes guidance and advice regarding preventative steps and community assistance to individuals and families.
- Provides professional instruction, counseling and guidance to individuals and groups related to the prevention of disease and the promotion of health.
- Identifies at-risk populations; develops strategies to meet identified needs and to provide primary prevention and health promotions services to the community.
- Performs case management activities which includes evaluating the health needs for individuals or special population groups and identifying the symptoms of physical, mental or emotional problems; provides referrals for individuals or families to medical providers, appropriate community agencies or other support services; follows up to ensure services have been obtained and meet the client's needs.
- Provides for prenatal and post-partum nursing; provides family planning information and counseling.
- Participates in the planning, operation and appraisal of a variety of public health clinics.
- Participates in epidemiological investigations in the home, school and the community.
- Interviews and instructs diagnosed and contact cases of communicable disease to promote cure and prevent contagion.
- Coordinates community health nursing activities with those of other County human service departments.

Important:

- Comply with all County equipment and safety policies and procedures, and California Occupational Safety and Health Administration (CalOSHA) rules and regulations.
- Maintains accurate records and prepares periodic and special reports as required.
- May participate in a variety of community screening, educational and related projects; may address community and school groups related to public health programs.
- Uses standard office equipment, including a computer, in the course of the work.

EMPLOYMENT STANDARDS:**Knowledge of:**

- Basic program administration principles and practices.
- Principles and practices of technical and functional supervision and training.
- Techniques for working successfully with other employees in a lead capacity.
- Principles, practices and techniques of providing public health nursing services including diagnosis and treatment, control and prevention of communicable and chronic illness, nutrition and its effect upon various age groups, normal growth and development, including aging and health guidelines for all age groups.
- Information and treatment techniques related to symptoms, treatment alternatives, drug properties and interactions, and preventive health-care measures.
- Mandatory reporting responsibilities related to suspected abuse or neglect of children, dependent adults, and the elderly.
- Sociological and emotional problems involved with the long-term care of individuals.
- Applicable laws, codes and regulations, including the California Nurse Practice Act.
- Demographic, bio-statistical and data collection methods used in evaluating public health rules and regulations.
- Principles and practices of health education, counseling, interviewing, instruction and history taking.
- Computer applications related to the work.
- Community and public agency resources available to the clients served, including extended nursing care.
- Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds.

Skill in:

- Administering and overseeing specific programs and program budgets.
- Planning, assigning, directing and reviewing the work of staff.
- Training staff in work procedures.
- Assessing normal health and behavior and developing, implementing effective treatment plans including managing a case.
- Interpreting, applying and explaining laws, rules, policies, procedures and technical information.
- Communicating clear and accurate information regarding clients to physicians and other health providers.
- Establishing, maintaining and researching patient files.
- Preparing clear and accurate procedures, educational materials, reports, correspondence and other written materials.
- Using initiative and independent judgment within established policy and procedural guidelines.
- Identifying cultural differences in community health care practices.
- Dealing successfully with a variety of individuals from various socio-economic, ethnic and cultural backgrounds.

Ability to:

- Exercise initiative and sound judgment and make appropriate recommendations.
- Interpret, apply and adapt County and department policies, procedures, rules and regulations.
- Communicate and work effectively with public health personnel, health professionals, representative of other agencies and the public.
- Give full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate and not interrupting at inappropriate times.
- Use patience, tact and courtesy
- Maintain accurate records and files.

Physical Demands: The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential function of the job, with or without accommodation. Prospective employees must complete a pre-employment medical exam (Occupational Group V) which will measure the ability to:

- See well enough to read fine print and view a computer screen; speak and hear well enough to understand, respond, and communicate clearly in person and on the telephone; independent body mobility sufficient to stand, sit, walk, stoop and bend to access the work environment and a standard office environment; manual dexterity and sufficient use of hands, arms and shoulders to repetitively operate a keyboard and to write; and the ability to sit or walk for prolonged periods of time.
- Mobility to work in a typical clinic setting and use equipment standard to the field.
- Work with infected individuals and tolerate exposure to communicable diseases.
- Lift, carry, push and/or pull equipment and supplies weighing up to 25 pounds on a routine basis.
- Drive a personal motor vehicle in order to visit various work sites and/or attend meetings.

Accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

Work Environment:

- Work in a standard office or clinic setting.
- Work may require exposure to sources of potentially contagious pathogens in the course of field duties, while wearing personal protective equipment.
- May be required to work extended hours.
- May be required to attend meetings outside of normal business hours.
- Will be required to be available for call back in emergency situations.

QUALIFICATIONS:

The minimum and preferred requirements are listed below. While the following requirements outline the minimum qualifications the County reserves the right to select applicants for further consideration who demonstrate the best qualifications match for the job. Meeting the minimum qualifications does not guarantee further participation in selection procedures:

Licenses and Certification:

- The ability to obtain a valid California Class C driver's license within ten (10) days of employment.
- Possess license as a Registered Nurse in the State of California.
- Possess certification as a Public Health Nurse in the State of California.

Special Requirements:

- Successfully complete an extensive and thorough background investigation which includes Live Scan fingerprinting.

Education and Experience:

MINIMUM: Graduation from a four year college or university with major course work in nursing, possession of a license as a Registered Nurse, a Public Health Nurse certificate, and two years of experience equivalent to the County's class of Public Health Nurse II.

PREFERRED: In addition to the minimum, a Master's in Nursing or a health related field and three years experience equivalent to the County's class of Public Health Nurse II.

This class specification lists the major duties and requirements of the job. Incumbent may be expected to perform job-related duties other than those contained in this document.

Dept Approval: Department Head
Date:

Signature: _____

Personnel Approval: Analyst
Date:

Signature: _____

CLASSIFICATION SPECIFICATION



CLASSIFICATION: Registered Nurse
ALLOCATION: Health & Human Services
FLSA STATUS: Non-exempt
UNION AFFILIATION: YCEA

ESTABLISHED: Prior 1985
REVISED: March 2011

JOB SUMMARY:

Provide and/or direct the provision of quality nursing care and assessment to both adult and pediatric patients in a variety of settings in conjunction with or under the direction of a licensed physician and in accordance with facility policies and procedures; work closely with patient, family and other health care providers to coordinate cost effective care and perform related duties as assigned.

This is the entry level in the nursing series.

CLASS CHARACTERISTICS:

This position reports directly to a Supervising Public Health Nurse. This class is distinguished from the Public Health Nursing series in that the latter have broader responsibility for health assessment, education, disease prevention and home health care on a community-wide basis. It is further distinguished from the Correctional Facility Registered Nurse in that the latter provides direct nursing services in a secure correctional facility.

EXAMPLES OF DUTIES:

Essential:

- Promote general health in the community through education and outreach; instruct clients and families on the steps to take to improve or maintain health; teach patients, families and the community how to manage their illnesses or injuries; participate in general health screenings, immunization clinics, and public seminars on topics such as nutrition, health conditions, and exercise and wellness programs; identify resources and encourage clients to follow up on medical, dental, nutritional, and mental health conditions found during health assessment screenings.
- Administer general nursing care to patients in a clinic or community setting; perform nursing procedures such as administer medications or immunizations and proscribed medical treatments; observe patients' conditions and behaviors; report significant changes to supervisor or physician; record nursing notes on patient chart; give first aid as needed.
- Perform initial assessment and evaluations; interview and observe patients to ascertain medical history and current condition; review patient's records; take vital signs, assess current condition, and record and report all information.
- Assemble treatment supplies, prepares patient for examination and assist in the examination and treatment of patient.
- Develop a care plan in conjunction with the attending physician; review and update the plan according to patient's or client's status and facility policy.
- If assigned to Adult Services, investigate allegations of abuse, neglect, exploitation and self neglect, regarding the elderly and disabled, dependent adults; provide health assessments, timely case planning and on-going case management services.
- Confer with and report to physician patient progress under the adopted treatment or care plan.
- Evaluate the effectiveness of developed treatment plans; recommend discontinuance or modifications after conference with the attending physician, the client and support services staff.
- If assigned to the clinic, works closely with physicians to carry out prescribed medical treatment, such as dressing wounds, observing patients and their reactions to treatment, administering specified medication and taking samples for routine laboratory tests.
- Participate in the continuing analysis and evaluation of services in the nursing area to which assigned; receive complaints and concerns from clients or families, medical practitioners and resolves complains and/or follows through in conjunction with supervisory staff.
- Make referrals to other County departments and community agencies that can provide the required services in a cost-effective manner.
- Follow departmental policy and procedure when administering medication, treatments, preventative and therapeutic procedures; document actions in accordance with defined procedures.
- Administer prescribed medication; give diagnostic skin tests and read results; prepare, sterilize and maintain instruments and other equipment used in diagnosis and treatment; and take proper care of specimens obtained.

- Maintain records, inventory and physical security of drugs and medical supplies; set up and stock medication cart, crash cart, and supplies; order and request supplies as needed.
- Follow specified safety practices and procedures related to the work.
- Maintain current knowledge of procedures and policies related to the nursing specialty to which assigned; assist in orienting and training nursing and support staff.
- Prepare records and reports; may prepare statistical reports to document immunizations administered for purposes of funding grant programs.

Important:

- Comply with all County equipment and safety policies and procedures, and California Occupational Safety and Health Administration (CalOSHA) rules and regulations.
- Promote and maintain effective working relationships and communications within the department and between departments.
- Participate in in-service training regarding skilled nursing and nursing management; maintain required current certifications.
- Perform a variety of office support duties and use standard office equipment in support of the skilled nursing services function.
- Drive a motor vehicle to visit homes and other sites in the course of the work.

EMPLOYMENT STANDARDS:

Knowledge of:

- Principles and practices of skilled nursing care in a variety of facilities and settings.
- Principles and practices of nursing service provision specific to the functional area to which assigned.
- Use and care of the varied equipment required to provide nursing services.
- Principles and practices of work assignment, direction and review for contract and County staff.
- Safety practices and procedures related to the work, including those related to communicable diseases.
- Applicable laws, codes and regulations including the California Nurse Practice Act.
- Computer applications related to the work.
- Principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- Record-keeping principles and practices, including procedures and proper techniques for documenting all actions.
- Community and public agency resources available to the clients served, including extending nursing care.
- Mandatory reporting responsibilities related to suspected abuse or neglect of children, dependent adults, and the elderly.
- Techniques for explaining technical matters and non-technical matters to those who may not be familiar with the terms and practices.
- Techniques for dealing with a variety of individuals from various socio-economic, ethnic and cultural backgrounds.

Skill In:

- Providing skilled nursing services in a variety of settings.
- Assessing patient status and needs and taking appropriate action to provide for the modification of treatment plans to maximize care effectiveness.
- Using and maintaining the equipment common to the nursing occupation.
- Interpreting, applying and explaining rules, policies, procedures and technical information.
- Providing effective nursing services, administering injections, assessing difficult situations and taking effective course of action.
- Analyzing and resolving varied nursing and patient care problems.
- Preparing clear and accurate reports, correspondence and other written materials.
- Directing the work of contract and County support staff; orienting and instructing staff in work procedures.
- Using initiative and independent judgment within established procedural guidelines.
- Performing skilled nursing and making sound decisions in emergency situations.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.
- Dealing successfully with a variety of individuals from various socio-economic, ethnic and cultural backgrounds.

Ability to:

- Assess and prioritize multiple tasks, projects and demands.
- Interpret, apply and adapt County and department policies, procedures, rules and regulations.
- Combine pieces of information to form general rules or conclusions, including finding a relationship among seemingly unrelated events.
- Communicate and work effectively with public health personnel, health professionals, representatives of other agencies and the public.
- Perform calmly, purposefully and appropriately in emergency and stressful situations.
- Use tact, patience, courtesy, discretion and prudence in dealing with those contacted in the course of the work
- Give full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate and not interrupting at inappropriate times.
- Maintain accurate records and files.

Physical Demands: The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential function of the job, with or without accommodation. Prospective employees must complete a pre-employment medical exam (Occupational Group V) which will measure the ability to:

- See well enough to read fine print and view a computer screen for prolonged periods of time and to distinguish fine shades of color.
- Speak and hear well enough to understand, respond, and communicate clearly in person and on the telephone.
- Independent body mobility sufficient to stand, sit, walk, stoop and bend to access the work environment and a standard office environment; manual dexterity and sufficient use of hands, arms and shoulders to repetitively operate a keyboard, write and to use equipment standard to the field; and the ability to sit or walk for prolonged periods of time.

Accommodation may be made for some of these physical demands for otherwise qualified individuals who require and request such accommodation.

Work Environment:

- Typical office, clinic, community outreach, and/or home care setting.
- Work may require exposure to sources of potentially contagious pathogens in the course of field duties, while wearing personal protective equipment.
- May be required to work extended hours.
- May be required to attend meetings outside of normal business hours.
- Will be required to be available for call back in emergency situations.

QUALIFICATIONS:

The minimum and preferred requirements are listed below. While the following requirements outline the minimum qualifications, Human Resources reserves the right to select applicants for further consideration who demonstrate the best qualifications match for the job. Meeting the minimum qualifications does not guarantee further participation in selection procedures.

Licenses and Certification:

- The ability to obtain a valid California Class C driver's license within ten (10) days of employment; maintain valid California Class C driver's license.
- Possess licensure as a Registered Nurse issued by the California Board of Nursing Education and Registration.
- Possess a current valid CPR Certification or obtain within the first six months of employment; maintain valid certification.

Special Requirements:

- Must successfully complete an extensive and thorough background investigation which includes Live Scan fingerprinting prior to hire.
- Will be required to perform disaster service activities pursuant to Government Code 3100-3109.

Education and Experience:

MINIMUM: Graduation from an accredited nursing school as required to obtain California registration.

PREFERRED: In addition to the minimum, five (5) years Registered Nursing experience

This class specification lists the major duties and requirements of the job. Incumbent may be expected to perform job-related duties other than those contained in this document.

Health & Human Services Approval:
Suzanne Nobles
Date:

EEOC: B
WC: 9410

Human Resources Approval: Iva Seaborg
Date:

Signature: _____

Signature: _____

DUTY STATEMENT

Title: PHN III / CCS Administrator
(5% CCS Administrator, 85% CCS Nurse Case Manager, 10% General)
Lynne Olsen

Reports To: Supervising PHN

Definition: Provides programmatic oversight to the CCS program and provides lead direction to the CCS staff.

Duties:

CCS

- .5% Furnish medical opinions on decisions and relating to adjudication of administrative appeals based on program medical eligibility and benefit laws, regulations, and policies. Determine estimated cost of medical care for exceptional cases.
- .5% Collaborate with physician groups, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff to improve the availability and use of medical services.
- .5% Participate in coordination activities to develop the program in relation to other agencies such as Regional Centers, Medi-Cal field offices, local education agencies, public health agencies (including maternal, child, and adolescent health services), Medi-Cal Managed Health Care Program.
- 2% Participate in multi-year planning to develop goals, objectives, activities, and evaluation tools in order to measure outcomes. Monitor yearly budgets to implement program plan within program appropriations in accordance with CMS Plan and Fiscal Guidelines. Orient and monitor personnel responsible for implementing the CCS program according to the Staffing Standards. Plan, direct, and review the work of CCS staff. Assure that CCS funded personnel perform only allowable functions, audit trail is maintained for all expenditures, and staff complete time studies a minimum of one month a quarter and retain on file. Develop and review program standards, regulations, policies, procedures, and health-related educational materials. Formulate and apply program administrative policies. Prepare program-related reports, documents, and correspondence.
- .5% Develop and review medically related regulations, policies and procedures, and other health care service standards. Interpret CCS program standards and policy letters to physicians and other health care professionals.
- 1% Identify and implement quality management procedures relating to the medical services aspect of the program that would cover areas such as: authorization of health care services, appropriateness of health care delivery, etc. Perform county, regional, and state program reviews; evaluate performance, attainment of goals/objectives, measure outcomes, etc. Develop and utilize medical criteria to review claims, reporting forms, and client charts for the purpose of evaluating the appropriateness and adequacy of medical and allied professional health care.

Duty Statement

Title: Public Health Nurse I/II/III
CCS Medical Case Manager

(85% CCS Medical Case Manager, 5% CCS Administrator, 10% General)
Lynne Olsen

(80% CCS Medical Case Manager, 20% General)
Mike Huynh

Reports To: CCS Administrator (programmatically) and/or CMS SPHN

Definition: Responsible for the day to day CCS Medical Case Management activities. This must be a Skilled Professional Medical Person (SPMP).

Duties: Using skilled professional medical expertise to:

70% 70% Perform administrative medical case management activities such as:

Determining the medical rationale to ensure timely and appropriate medical follow-up.

Collecting and interpreting information regarding the applicant/client's medical status and his/her needs for medical services; conducting hospital-based utilization review activities to determine number of days for approval; identifying resources and referrals needed to support a patient's care in the home for his/her medical condition.

Initiating a proactive medical case management plan, including a review of the adequacy and availability of medical services for the applicant/client and participation in medical case management conferences to coordinate medical service needs and program benefits.

Reviewing literature and research articles to determine eligibility and/or benefits relating to a client's specific medical condition.

Reviewing complex physician billing and making fee determinations.

Providing information on specialized medical program services available to medically high-risk children and their families.

Furnishing medical opinions on decisions relating to adjudication of administrative appeals based on program medical eligibility and benefit laws, regulations, and policies.

Determining the estimated cost of medical care for exceptional cases.

Determining the authorizations to be issued for medical services and benefits to paneled medical/allied health providers and vendors based on knowledge and application of program standards and county requirements.

5% 2.5% SPMP Intra/Interagency Collaboration activities such as:

Collaborating with physician groups, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff

to improve the availability and use of medical services.

- | | | |
|------|------|---|
| 5% | 2.5% | Participating in SPMP Program Planning and Policy Development and Quality Management activities such as:

Developing educational resources regarding CCS services and benefits for use by patients/families, providers, and community agencies.

Interpreting CCS program standards and policy letters to physicians and other health care professionals.

Participating in county program reviews; evaluate performance, attainment of goals/objectives, measure outcomes, etc. |
| 2.5% | 2.5% | SPMP and Non-SPMP training activities such as:

Participating in county, regional, and state-conducted medical training sessions/meetings and attending professional education programs relevant to the role of the medical professional and/or to medical administration of the program(s).

Participating in program-required and/or county, regional, and statewide workshops, meetings, and educational sessions relating to the scope of program benefits and changes in program management. |
| 2.5% | 2.5% | Program Specific Administration activities such as:

Reviewing program standards, regulations, policies, procedures, and health-related educational materials.

Reviewing literature and research articles to apply up-to-date knowledge in delivery of health care services.

Preparing program-related reports, documents, and correspondence. |

DUTY STATEMENT

Title: IT Analyst
(5% CCS, 95% General)
Vacant

Reports To: Administrative Services Manager

Definition: Provides the Information Technology support for the CCS Program.

Duties:

CCS

5%

Maintains and updates application software. Sets up new users.

DUTY STATEMENT

TITLE: Supervising Public Health Nurse & CHDP Deputy Director
(Average 6.25% CHDP, 2% HCPCFC, 50% MCAH; 11% SNAP-Ed; 29-32% General.)
Mary Troester

REPORTS TO: Director of Nursing

DEFINITION: Under the direction of the Director of Nurses assigns, directs, and reviews the work of all assigned nursing personnel and related staff; assists in program planning, implementation and evaluation of nursing and related programs; performs the full range of public health nursing services including teaching, health assessment, and counseling services in connection with adverse health conditions.

DUTIES:
CHDP

- 1.0% Participate in multi-year planning to develop goals, objectives, activities, and evaluation tools in order to measure outcomes.
- 1.0% Develop, monitor, and revise yearly budgets to implement program plan within program allocations in accordance with CMS Plan and Fiscal Guidelines.
- 0.5% Develop and review program standards, regulations, policies, procedures, health-related educational materials.
- 1.0 % Develop, conduct, and/or participate in provider in-services and/or workshops and state-conducted medical training sessions/meetings.
- 0.5% Participate in State and Regional Deputy Director meetings
- 0.25% Ensure that annual Eligibility Specialist trainings are conducted using materials consistent with federal informing requirements.
- 0.5% Conduct site reviews and chart audits utilizing CHDP Site and Medical Record Review tools.
- 1.0% Collaborate with groups of physicians, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and CalWorks staff to improve the availability and use of medical services.
- 0.5% Interpret the medical aspects of CHDP, including the CHDP Health Assessment Guidelines, to recruit and maintain medically qualified providers.

HCPCFC

- 0.75% Assure medical input into the negotiation, implementation, and monitoring of the PHN role and activities as outlined in the HCPCFC Memorandum of Understanding with the local departments of social services and probation. Participate in coordination activities to develop the medical and health care services role of the public health nursing program in foster care in relation to other agencies such as Regional Centers, Medi-Cal field offices, local education agencies (LEAs), public health agencies (including maternal, child, and adolescent health services), Medi-Cal Managed Care Plans, hospitals, and CCS Special Care Centers.
- 0.75% Participate in multi-year planning to develop goals, objectives, activities, and

evaluation tools in order to measure outcomes. Review and use HCPCFC data in program planning and evaluation. Develop, monitor, and revise annual budgets within program appropriations, in accordance with CMS Plan and Fiscal Guidelines. Recruit and evaluate PHN personnel responsible for implementing the HCPCFC program in accordance with the Welfare and Institutions Code, Sec. 16501.3 and the HCPCFC Model Scope of Work activities. Assure that HCPCFC funded PHN personnel perform only allowable functions and complete time studies a minimum of one month a quarter. Assure that an audit trail is maintained and all appropriate documentation is retained on file. Evaluate the impact of the PHN on the foster care team and the health status of clients in foster care. Prepare program-related reports, documents, and correspondence.

0.5%

Review medical and social services literature and research articles, requiring medical expertise, with a focus on clinical issues, health care service delivery, and ongoing evaluation of the health care needs of clients in foster care. Provide supervision and evaluation of the PHN(s) in the performance of their professional program activities.

DUTY STATEMENT

- Title:** Public Health Nurse III
(Average 39.75% CHDP, 30% Tobacco, 7% PHEP, 5% Pan Flu, 0-12.5% General)
Cheryl Andersen, PHN III
- Reports To:** Supervising Public Health Nurse / CHDP Deputy Director
- Definition:** The CHDP PHN III works under the direction of the CHDP Deputy Director. The role of the PHN III in the CHDP program is to provide support to the Deputy Director in the areas of Administrative Medical Case Management and Quality Management of CHDP providers.
- Duties:** Using skilled professional medical expertise:
- CHDP
 - 4% Orient new RNs or PHNs in the program as needed regarding their work in CHDP follow-up and data keeping.
 - 8% Oversee quality of work of CHDP PHN or RN
 - 4% Provide annual Eligibility Specialist trainings using materials consistent with federal informing requirements.
 - 9% Develop, provide and/or facilitate provider in-services and/or workshops.
 - 9% Conduct CHDP Provider Facility and Medical Record Reviews utilizing CHDP Facility and Medical Record Review tools.
 - 1.75% Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.
 - 1% Interpret the medical aspects of CHDP, including the CHDP Health Assessment Guidelines, to recruit and maintain medically qualified providers.
 - 2% Coordinate/network with other program/services such as WIC immunization, oral health, child abuse, and injury prevention.
 - 1% Attend professional education programs relevant to the role of the medical professional and/or medical administration of the program(s).

DUTY STATEMENT

- Title: CHDP Public Health Nurse I/II
(Average 19.5% CHDP, 28% Immunization, 51-54% General)
Sara Harriman (1st and 2nd Quarters)
- Reports To: Supervising Public Health Nurse/CHDP Deputy Director
- Definition: The CHDP PHN I/II works under the direction of the Deputy Director. The role of the PHN in the CHDP Program is to provide support to the Deputy Director in the areas of Administrative Case Management and Quality Management of CHDP Providers.
- Duties: Using skilled professional medical expertise:
- 14.5% Explain the significance of actual and suspected medical conditions to clients and their families; identify resources and encourage clients to follow up on medical, dental, nutritional, and mental health conditions coded with a 4 or 5 during health assessment screens.
 - 3% Track the statistics that are necessary to report on Performance Measures for the CHDP Program
 - 1% Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.
 - 1% Follow up on Newborn Hearing Screening referrals to help ensure infants have been re-screened if they failed their Newborn Hearing Screening

DUTY STATEMENT

- Title: CHDP RN
(60% CHDP, 40% General)
Sarah Hawkins (3rd and 4th quarters)
- Reports To: Supervising Public Health Nurse/CHDP Deputy Director
- Definition: The CHDP RN works under the direction of the Deputy Director. The role of the RN in the CHDP Program is to provide support to the Deputy Director in the areas of Administrative Case Management and Quality Management of CHDP Providers.
- Duties: Using skilled professional medical expertise:
- 38% Explain the significance of actual and suspected medical conditions to clients and their families; identify resources and encourage clients to follow up on medical, dental, nutritional, and mental health conditions coded with a 4 or 5 during health assessment screens.
 - 10% Track the statistics that are necessary to report on Performance Measures for the CHDP Program
 - 7% Identify and/or develop educational materials to support the CHDP providers in providing well child care to Yuba County children
 - 3% Participate in medical case conferencing with other agencies regarding client's medical condition to coordinate medical services needs and program benefits including a review of the adequacy and availability of medical services for the applicant/client.
 - 2% Follow up on Newborn Hearing Screening referrals to help ensure infants have been re-screened if they failed their Newborn Hearing Screening

DUTY STATMENT

Title: Foster Care Public Health Nurse (PHN)
Christle Chung, PHN I/II
(32% HCPCFC, 68% Children's Services)

Reports To: Supervising Public Health Nurse

Definition: Under the direction of the CHDP Deputy Director and in support of the CHDP Program the PHN I/II position will perform a variety of public health nursing duties focused on the concepts of health care coordination for children in foster care. The PHN is expected to exercise independent, professional judgment in dealing with the complex needs and problems faced by children in foster care, their families and service providers. Additionally the PHN must have a thorough and detailed knowledge of the laws, regulations, and procedures governing other health programs available to Medi-Cal patients and children in foster care who do not have Medi-Cal.

- 2% Inform and assist child/youth in foster care and foster care providers about the need to obtain preventive health services within 30 days of placement, and maintain ongoing care through medical, dental, mental health and developmental services provided through the Child Health and Disability Prevention, Medi-Cal, and Denti-Cal programs.
- 10% Collect and interpret information regarding the client's health status and his/her needs for services to caseworkers, foster care providers, judicial court officers, health care providers; explain the significance of actual and suspected medical conditions to clients, caseworkers, foster care providers and others; identify resources and assist clients, their caseworkers and foster care providers in obtaining comprehensive assessments and treatment services.
- 3% Evaluate and prioritize the client's medical and health care needs based on information obtained from interviews of biological parents, medical and school record reviews, and other medical documentation, etc.
- 3% Consult with the caseworker, foster care provider, and health care provider to develop and update a health plan in the client's case plan.
- 2% Provide follow-up consultation on changes in health status, service needs, and effectiveness of services provided to promote continuity of care.
- 2% Collaborate with the caseworker, biological parent and foster care provider to ensure that all necessary medical/health care information is available to those responsible for providing health care for the client, including the Health and Education Passport or its equivalent.
- 2% Interpret medical information on specialized health services for medically high-risk clients and assist the caseworkers and foster care providers to obtain referrals for necessary services.
- 1% Collaborate with caseworkers, medical, dental, mental and developmental health providers, Independent Living Skills Program coordinators, foster care providers,

Foster Family Agencies, Group Homes, health department staff (e.g., public health nurses), CHDP, WIC, school nurses, hospital, and managed care professional staff to improve the availability and use of medical services.

- 2% Assure that the Health and Education Passport or its equivalent is present and updated as necessary.
- 1% Prepare program-related reports, documents, and correspondence.
- 2% Participate in program-required and/or county, regional, and statewide workshops, meetings, and educational sessions relating to the scope of program benefits and changes in program management.
- 1% Provide program information to caseworkers, juvenile court officers, foster care providers, foster family agencies, group homes, and other service agencies on the public health nursing services available through the HCPCFC.
- 1% Review medical and social services literature and research articles, requiring medical expertise, with a focus on clinical issues, health care service delivery, and ongoing evaluation of the health care needs of clients in foster care.

California Children's Services Caseload Summary Form

County: YUBA COUNTY

Fiscal Year: 2011/2012

		A	B			
	CCS Caseload 0 to 21 Years	08-09 Actual Caseload	% of Grand Total	09-10 Actual Caseload	% of Grand Total	10-11 Estimated Caseload based on first three quarters
	MEDI-CAL					
1	Average of Total Open (Active) Medi-Cal Children	997	62.27%	1156	66.47%	1203
2	Potential Case Medi-Cal	69	4.31%	85	4.89%	198
3	TOTAL MEDI-CAL (Row 1 + Row 2)	1066	66.58%	1241	71.36%	1401
	NON MEDI-CAL					
	Healthy Families					
4	Average of Total Open (Active) Healthy Families	269	16.80%	255	14.66%	219
5	Potential Cases Healthy Families	20	1.25%	2	0.12%	0
6	Total Healthy Families (Row 4 + Row 5)	289	18.05%	257	14.78%	219
	Straight CCS					
7	Average of Total Open (Active) Straight CCS Children	187	11.68%	141	8.11%	171
8	Potential Cases Straight CCS Children	59	3.69%	100	5.75%	143
9	Total Straight CCS (Row 7 + Row 8)	246	15.37%	241	13.86%	314
10	TOTAL NON MEDI-CAL (Row 6 + Row 9)	535	33.42%	498	28.64%	533
	GRAND TOTAL					
11	(Row 3 + Row 10)	1601	100.00%	1739	100.00%	1934

CHDP Program Referral Data

Complete this form using the instructions found on page 4-8 through 4-10.

County/City:	FY 08-09	FY 09-10	FY 10-11
Basic Informing and CHDP Referrals			
1. Total number of CalWORKs/Medi-Cal cases informed and determined eligible by Department of Social Services	7332		6992
2. Total number of cases and recipients in "1" requesting CHDP services	4870		
	Cases	Recipients	Cases
a. Number of CalWORKs cases/recipients	217	466	377
b. Number of Foster Care cases/recipients	55	83	51
c. Number of Medi-Cal only cases/recipients	64	120	169
3. Total number of EPSDT eligible recipients and unborn, referred by Department of Social Services' workers who requested the following:			
a. Medical and/or dental services	114	70	42

b. Medical and/or dental services with scheduling and/or transportation	279	173	3
c. Information only (optional)	276	56	87
4. Number of persons who were contacted by telephone, home visit, face-to-face, office visit, or written response to outreach letter	61	103	36
Results of Assistance			
5. Number of recipients actually provided scheduling and/or transportation assistance by program staff	0	0	0
6. Number of recipients in "5" who actually received medical and/or dental services	0	0	0

Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOUs) or Interagency Agreements (IAAs) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOUs and IAAs that are new, have been renewed, or have been revised. For audit purposes, counties or cities should maintain current MOUs and IAAs on file.

County/City: **Yuba County**Fiscal Year: **2011-12**

Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates From / To	Date Last Reviewed by County/ City	Name of Person Responsible for this MOU/IAA?	Did this MOU/IAA Change? (Yes or No)
Vision Service Plan	MOU	1998	2012	Supervising PHN / Marge Troester	No
Health Net	MOU	1998	2012	Supervising PHN / Marge Troester	No
Access Dental	MOU	1998	2012	Supervising PHN / Marge Troester	No
DentiCare	MOU	1999	2012	Supervising PHN / Marge Troester	No
HCPCF	MOU	July 2011- June 2013	01/2012	Supervising PHN / Marge Troester	No
Healthy Families and CCS MOU	MOU	2000	2012	Supervising PHN / Marge Troester	No
DSS	IAA	July 2011 – June 2013	01/2012	Supervising PHN / Marge Troester	No
Safe Guard Vision	MOU	2005	2012	Supervising PHN / Marge Troester	No
Blue Cross	MOU	2006	2012	Supervising PHN / Marge Troester	No
Eyemed Vision Care	MOU	2005	2012	Supervising PHN / Marge Troester	No

Yuba County CHDP Program Interagency Agreement

Fiscal Years 2011-2012 and 2012-2013

I. Statement of Agreement

This statement of agreement is entered into between the Health Services Division of the Yuba County Health and Human Services Department and the Social Services Division of the Health and Human Services Department to assure compliance with Federal and State regulations and the appropriate expenditure of Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) funds in the implementation of the Child Health and Disability Prevention (CHDP) Program.

II. Statement of Need

The following specific needs in Yuba County have been identified by the Health and Social Services departments as a focus for FY's 2011-2012 and 2012-2013.

- A. To convey full information to all Medi-Cal eligible recipients (under age 21) and/or parents regarding availability of CHDP services. Specific objectives include assuring that CHDP personnel continue to provide staff education to the Social Services Division on the importance of preventive health exams, early treatment of problems identified and their role in making CHDP referrals.
- B. To provide the maximum feasible percentage of the target population the actual services of health screening by identifying during staff education sessions, the target population along with percentage that actually receive preventative exams. CHDP providers in the county are also provided with the same statistics and strongly encouraged to develop a recall system according to the periodicity schedule.
- C. To provide coordinated, comprehensive, and culturally competent services for children living in foster care (relative/kinship, foster family homes, group homes, etc.) including CHDP health assessment services and necessary diagnostic and treatment services. Foster Care nurses located in the Social Services Division are supporting these CHDP services for foster children.
- D. To close all gaps in existing programs by utilizing effective communication between the Health Services Division, Social Services Division, and the Probation Department regarding informing and follow through with CHDP services. Gaps exist in the medical community when specialty treatment services are needed for children after the CHDP examination. Follow up care can be accessed, but there is usually an extensive wait and transportation is an issue since appointments require 1-2 hours travel time one-way.

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- E. To expand staff education with the Social Services Division by making CHDP informing information available before the new employee starts with their caseloads.
 - F. To inform childcare providers about CHDP services and general public health services and information.
 - G. To continue involvement with community organizations such as WIC, Head Start, school districts, and family resource centers. Also to outreach with other community organizations and advocacy groups that impact children.
 - H. To develop an evaluation for the reporting systems between the Health Services Division and the Social Services Division.

III. Organizational and Functional Relationships

- A. The exchange of information about persons applying for or receiving Medi-Cal, with or without linkages to other social services programs as outlined in this document, is permitted by State and Federal law and regulations, and is to be maintained in a confidential manner.
- B. Organizational Charts
(See attached copies.)
- C. Flow Charts
(See attached copies.)

IV. Social Services Department Responsibilities and Activities

A. Basic Informing and Documentation of Informing for CalWORKs or Medi-Cal.

Following are the requirements for Basic Informing and Documentation of Informing by Eligibility Determination staff for persons applying for, or receiving, CalWORKs or Medi-Cal.

The Social Services Division will inform the responsible adult who is blind, deaf, illiterate, or does not understand the English language. This will necessitate employing special techniques and will be so arranged by the agency (i.e. bilingual staff employees for the Spanish and Laotian populations provided by staff social worker). American Sign Language services will also be provided by outside staff when needed.

1. In-person Application/Annual Re-determination

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- a. In the requested face-to-face eligibility intake interview or at the time of the annual re-determination, the appropriate responsible adult(s) for Medi-Cal eligible persons, including unborn, and persons under 21 years of age will be:
- 1) Given a State-approved brochure about the CHDP Program.
 - 2) Given an oral explanation about CHDP including:
 - a) The value of preventive health services and the differences between episodic and wellness care;
 - b) Availability of health assessments;
 - c) Availability of dental services;
 - d) The need for prompt diagnosis and treatment of suspected conditions to prevent disabilities and that all medically necessary diagnosis and treatment services will be paid for by Medi-Cal; and
 - e) The nature, scope, and benefits of the CHDP Program.
 - 3) Asked questions to determine whether:
 - a) More information about CHDP Program services is wanted;
 - b) CHDP Program services - medical and/or dental - are wanted; and
 - c) If appointment scheduling and/or transportation assistance are needed to obtain requested CHDP medical and/or dental services.
- b. The Eligibility Determination staff will document on the Automated Welfare System Screens AECHDP (SAWS CHDP), AESRSN (SAWS Social Services), and PM 357 that **face-to-face** informing occurred:
- 1) Explanation and brochure given;
 - 2) Date of the explanation and giving of the brochure; and,
 - 3) The individual responses to the CHDP service questions.

2. Mail-in Application/Annual Re-determination - Medi-Cal

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- a. Responsible adult(s) for Medi-Cal eligible persons under 21 years of age who apply by mail will do so through completion of a State-approved Medi-Cal Application/Annual Re-determination form. The Application/Annual Re-determination process includes the mailing of a State-approved brochure about the CHDP Program to the applicant. The State-approved brochure about the CHDP Program, entitled "Medical and Dental Health Check-Ups," informs the family of where to call or write if:
 - 1) More information about CHDP Program services is wanted; or
 - 2) Help with getting an appointment and transportation to medical care is needed.
 - b. Eligibility Determination staff will document on the MC 321 HFP or Healthy Families Annual Eligibility Review (AER) Form; (or in case record if any follow up action is required).

NOTE: Any "Yes" response to the CHDP questions or offer of services through face-to-face encounters or mail-in applications requires a referral on the CHDP Referral Form (PM 357), or State-approved alternate referral form.

B. Basic Informing and Documentation of Informing for Children in Foster Care Program Placement

Following are the requirements for Basic Informing and Documentation of Informing by staff responsible for placement of children in foster care, including placements controlled by the Probation Department, Licensed Adoption Agency, and/or Placement Agencies.

1. Within 30 days of placement, the staff responsible for placing the child (i.e., social worker, probation officer) will document the need for any known health, medical, or dental care and ensure that information is given to the payee, hereafter referred to as the substitute care provider, about the needs of the eligible person and the availability of CHDP services through the CHDP Program. In the case of an out-of-state placement, the social worker shall ensure information is given to the substitute care provider about the Federal EPSDT services. The substitute care provider and/or child will be:
 - a. Given a State-approved brochure about CHDP services and information about the child's need of preventive health care; and
 - b. Given a face-to-face oral explanation about CHDP, including:
 - 1) The value of preventive health services and the differences between episodic and wellness care;

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- 2) The availability of health assessments according to the CHDP periodicity schedule, and how to obtain health assessments at more frequent intervals if no health assessment history is documented or the child has entered a new foster care placement;
 - 3) The availability of annual dental exams for children one year of age and older;
 - 4) The need for prompt diagnosis and treatment of suspected conditions to prevent disabilities and that all medically necessary diagnosis and treatment services will be paid for by Medi-Cal; and
 - 5) The nature, scope, and benefits of the CHDP Program.
- c. Asked questions to determine whether:
- 1) More information about the CHDP Program is wanted;
 - 2) CHDP Program services - medical and/or dental - are wanted; and
 - 3) If appointment scheduling and/or transportation assistance is needed to obtain CHDP medical and/or dental services.
2. The Child Welfare Services staff responsible for placement will document the substitute care provider's response to the questions in the CHDP Program area of the Identification Page in the Placement Notebook in the Placement Management Section in the Client Services Application on the Child Welfare Services/Case Management System (CWS/CMS):
- a. Date care provider was informed of the CHDP Program and brochure given; and
 - b. Care provider's request for CHDP services.
3. The Probation Department, Licensed Adoption Agency, or other Placement Agency staff responsible for placement will document the substitute care provider and/or child's response to the CHDP questions on the CHDP Referral Form (PM 357) and maintain a copy in the case record.

NOTE: Any "Yes" response to the CHDP questions or offer of services requires a referral on the CHDP Referral Form (PM 357). See CHDP Program Letter No. 81-5/DSS All County Letter No. 81-43. A copy of the Referral Form is to be maintained in the child's case record.

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4. A "payee," referred to as the "out-of-home care provider" or "substitute care provider (SCP)," is defined as the foster parent(s) in a foster home, the officially designated representative of the payee when the child is in the foster care program, or a Medi-Cal eligible child residing in a group home, residential treatment center, or other out-of-home care facility.
5. Child Welfare Services staff responsible for the child in a foster care placement will complete annual informing of the care provider/child. They will include information about CHDP preventive health services, unmet health care needs requiring follow up, and a review of the child's access to a primary care provider according to the process outlined for initial informing in B.1.a – B.1.c; and will document the results of informing in the case plan update.
6. The Probation Department, Licensed Adoption Agency, or other Placement Agency staff responsible for placement will complete annual informing and the documentation of that informing according to the outline in B. 1. and B.3.
7. The Social Services Division will assure satisfactory initial and annual informing on behalf of children in the Foster Care program or Medi-Cal eligible children when the child is the responsibility of the Probation Department or any other social agency such as a Licensed Adoption Agency. This will be done through verbal explanation as well as through the use of printed material. The Probation Department worker will be responsible for explaining the purpose, provision, and availability of the CHDP Program. They will provide CHDP written information (CHDP brochure) to the appropriate agency that will refer for services needed.
8. The Social Services Division will insure that information about a CHDP exam is provided to the relatives of children in the Foster Care program and/or Medi-Cal eligible children placed out-of-home, or upon the return of the child to the parents.
9. The Social Services Division will assure that CHDP services are provided to foster care children placed out-of-county. This is the responsibility of the Child Protective Services worker. The CPS social worker will provide an explanation to the foster parent of the purposes, provisions, and availability of the CHDP Program; provide the foster parent with a CHDP pamphlet, and offer assistance in removing barriers to obtain CHDP health services.

C. Referral to the EPSDT Unit of the CHDP Program

1. All "Yes" responses to the offers of more information about CHDP, CHDP medical/dental services, and appointment scheduling/ transportation assistance will be documented on a CHDP Referral Form (PM 357), or a State-approved alternate referral form. The Referral Form will be sent to the county CHDP Program. This action is required to ensure these

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services are received and that any necessary diagnostic and/or treatment services are initiated within 120 days of the date of eligibility determination for persons receiving assistance through CalWORKs or Medi-Cal, and within 120 days of the date of request for children in foster care placement.

2. Pre-paid Health Plan enrollment will be documented. Services are provided under income eligibility if Pre-paid Health Plan does not cover preventive services.
3. The Social Services Division will assure CHDP services are provided to foster care children placed out-of-county. This is the responsibility of the Child Protective Services social worker. The CPS social worker will provide an explanation to the foster parent of the purposes, provisions, and availability of the CHDP program, provide the foster parent a CHDP pamphlet; and assist in removing barriers to obtain CHDP health services.
4. Referral requirements described in C.1 and C.2 above also apply to children in foster care placement controlled by the probation department, licensed adoption agency, and/or a placement agency. The Social Services Department will assure satisfactory informing on behalf of the children in foster care when the child is the responsibility of the Probation Department or any other social agency such as a Licensed Adoption Agency. This will be done through verbal explanation as well as through the use of printed material. The Probation Department worker will be responsible for explaining the purposes, provisions, and availability of the CHDP program. They will provide CHDP written information (CHDP brochure) to the appropriate agency that will refer for services needed.

D. Information Provided by Social Services Staff on the CHDP Referral Form (PM 357) or State-Approved Alternate Referral Form

The following will be included on the referral form when any "Yes" response is given, written or verbal, to the offer of services:

1. Case Name and Medi-Cal Identification Number.
2. Type of services requested:
 - a. Additional information
 - b. Medical services
 - c. Dental services
 - d. Transportation assistance
 - e. Appointment scheduling assistance

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3. Source of referral:
 - a. New application
 - b. Re-determination
 - c. Self-referral
 4. Case type:
 - a. CalWORKs (on existing form as AFDC)
 - b. Foster Care
 - c. Medi-Cal Only (Full Scope, Limited Scope with or without a Share-of-Cost)
 5. Complete listing of members in case with birth dates including unborn and the expected date of confinement (EDC)
 6. Listing of the payee/substitute care provider and child in foster care
 7. Residence address and telephone number
 8. Eligibility Worker signature
 9. Date of eligibility determination for CalWORKs and Medi-Cal only cases or date of request for children in Foster Care and self-referrals

E. Care Coordination for Children in Foster Care

1. The staff responsible for placement of the child will ensure that the child receives medical and dental care that places attention on preventive health services through the CHDP Program, or equivalent health services in accordance with the CHDP Program's schedule for periodic health and dental assessments. More frequent health assessments may be obtained for a child when the child enters a new placement. Another health assessment may be claimed through CHDP by entering "New Foster Care Placement" in the Comments/Problems area of the Confidential Screening/Billing Report (PM 160). For example, if there is another health assessment during the child's previous placement, the child is not performing age-expected developmental skills, or if he/she has been moved to an area with a new provider. The staff responsible for placement of the child will ensure that arrangements are made for necessary diagnosis and treatment of health conditions suspected or identified.
2. Medical records including, but not limited to, copies of the CHDP Confidential Screening/Billing Reports (PM 160) or results of an

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equivalent preventive health screen for any child in foster care will be kept in the child's case record. Case records for children age one and over must also contain the result(s) of dental visit(s).

3. The case record will contain a plan which ensures that the child receives medical and dental care which places attention on preventive health services through CHDP or equivalent preventive health services in accordance with the CHDP Program's schedule for periodic health and dental assessments.

V. EPSDT Unit of the CHDP Program Responsibilities and Activities for Referrals

- A. The EPSDT functions will be provided by the Yuba County Health and Human Services Department, Health Division located at 5730 Packard Avenue, Marysville, CA 95901.
- B. Duty statements of unit personnel attached.
- C. Overall medical supervision will be done by the Health Officer and Director of the CHDP program. Administrative supervision is done by the Nursing Director, and day-to-day supervision will be done by the CHDP Deputy Director, at the Yuba County Health and Human Services Department, Health Division.
- D. The EPSDT Unit will accept and take appropriate action on all referrals of Medi-Cal eligible persons under 21 years of age, including unborn, and will:
 1. Intensively inform those requesting more information and offer scheduling and transportation assistance to those who request CHDP medical and/or dental services.
 2. Provide all requested scheduling and/or transportation assistance so that medical and/or dental services can be received from a managed care plan or provider of the requester's choice. These services will be provided and diagnosis and treatment initiated within 120 days of the child's date of eligibility determination or re-determination, and within 120 days of a request if by self referral or for children in foster care unless:
 - a. Eligibility is lost; or,
 - b. Child is lost to contact and a good faith effort was made to locate the child as defined in Section VII; or,
 - c. Failure to receive services was due to an action or decision of the family or child.

Pre-paid Health Plan enrollment will be documented. Services are provided under income eligibility if pre-paid health plan does not cover preventive services.

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3. Assure that families asking for health assessment procedures not furnished by their provider are referred to another provider for those procedures so that all requested CHDP services are received within 120 days of the initial request.
 4. Follow up on families requesting appointment scheduling and transportation assistance to:
 - a. Re-offer scheduling and transportation assistance to those persons whose failure to keep appointments was not due to an action or decision of the family or child.
 - b. Offer and provide requested assistance to those for whom further diagnosis and treatment is indicated.
- E. Reminder cards with current addresses will be generated and mailed by the State CHDP Program for all children twenty-seven months of age and younger who are receiving Medi-Cal through the Fee-for-Service System.
- F. The following will be documented on the CHDP Referral Form (PM 357) or an alternate, State-approved referral form for each eligible person listed:
1. Type of transportation assistance and date given
 2. Appointment scheduling assistance and date given
 3. Date(s) of appointment(s) and name(s) of provider(s)
 4. Confirmation of CHDP services:
 - a. Health assessment requires a PM 160 on file or provider certification of provision of service.
 - b. Dental services require family, provider, or child verification.
 5. Follow up to needed diagnosis and treatment:
 - a. Response to offer of appointment scheduling and transportation assistance
 - b. Type of transportation assistance and date given
 - c. Date(s) of appointment(s) and name(s) of provider(s)
 - d. Confirmation of care - PM 161 or similar form of certification by provider
 6. Date appointment scheduling and/or transportation assistance was declined and by whom.

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7. Disposition of case: appointment kept or not kept, eligibility lost, family declined further services, or family/person lost to contact and Good Faith Effort was made to locate the person as defined in Section VII.
- G. A quarterly report will be prepared by the 15th day following the end of each quarter to the State Department of Health Services showing the number of CalWORKs and Medi-Cal Only persons requesting CHDP services. This report will be used to verify information submitted annually on the Case Management Data Flow Sheet as part of the County's Plan and Budget for the following fiscal year.

VI. CHDP Program Responsibilities and Activities

- A. Yuba County will make all possible attempts to assure that an adequate number of medical providers will be available to meet county needs and Federal regulations in regard to allowable time frames.
- B. The Yuba County CHDP staff will make all possible attempts to assure an adequate number of dental providers are available to meet county needs and Federal regulations.
- C. An adequate supply of the following materials will be available to meet Social Services Department and other county needs:
 1. State-approved informing brochure with the address and phone number of the local CHDP Program
 2. Current list of CHDP medical and dental providers
 3. Other informational material, e.g., CHDP poster
- D. When eligible persons still needing CHDP services move to another county, the new county will be notified and appropriate information sent.

Procedure:

1. A new address will be requested from the Social Services Department.
 2. Follow up will be documented on Part B of the PM 357. A copy will be retained in our records.
 3. The original PM 357 is mailed to the CHDP program of the new county of residence. The new address will be included when it is available.
- E. Copies of Screening/Billing Reports (PM 160) for services given to children in foster care will be sent to the responsible Social Services Division, that is, the County of child's eligibility. A copy is kept in our files.

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- F. All persons eligible for Title V services (California's women of reproductive age, infants, children, adolescents, and their families) will be informed of availability of these services and referred as requested.
 - G. Referrals for Public Health Nursing services for intensive informing and follow up to health assessment and diagnosis and treatment will be accepted, and such services will be provided.

NOTE: Item G is required only when EPSDT funds are requested for Public Health Nursing through a county/federal match.

VII. Joint Social Services/CHDP Responsibilities

A Good Faith Effort will be made to locate all persons lost to contact. The EPSDT Unit/CHDP Program will query the Social Services Division for current addresses, telephone numbers, and Medi-Cal status of these persons. Upon request, the Social Services Division will share this information. The exchange of this confidential information is based on Federal and State regulations.

VIII. Staff Education

- A. Within 90 days of employment by the Social Services Division, all new staff with responsibility for placement or eligibility determination will have completed orientation regarding the CHDP Program and their role and responsibilities for informing persons about CHDP and referring for services. Social Worker Supervisors and Eligibility Supervisors will be responsible for conducting this training.
- B. Within 90 days of employment by the Probation Department or licensed adoption agency, staff responsible for placement will have completed orientation regarding the CHDP Program and their roles and responsibilities for informing persons about CHDP and referring for services. Probation Program Manager will be responsible for conducting this training in the Probation Department.
- C. Upon licensure and at renewal, foster parent(s) and group care home, residential treatment center, and other out-of-home care facility staff will complete orientation regarding nature, scope, benefits, and availability of CHDP Program services. Orientation is to be provided by Social Services Division.
- D. All appropriate health department staff will receive orientation and an annual update regarding the CHDP Program.
- E. The local CHDP program will provide an annual update to all placement and eligibility determination staff regarding the CHDP Program.
- F. How additional staff in-service education needs will be identified:
 - 1. Needs due to regulatory changes.

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Regulatory changes will be made known to appropriate staff members as they occur and annually.

2. Needs revealed through program evaluation/reports.

Any needs identified will be addressed at that time either in writing, through face-to-face meetings or through a scheduled in-service.

3. Needs revealed through task force/problem solving meetings.

There are currently no such meetings held. There is, however, open communication among staff members. Questions are encouraged when clarification is needed either in Social Services or the Health Dept.

4. Use of formalized education needs assessment tools.

No formal needs assessment tools available at present.

IX. Management Information and Program Evaluation

- A. The following information will be compiled and shared between the Health Division and the Social Services Division.

1. Numbers of:

- a. Eligibles - intake/re-determination. Break out number of children in foster care placement.
- b. Requests for CHDP services.
- c. Requests for more information.
- d. Requests for scheduling and/or transportation assistance.
- e. Medical assessment services requested and received.
- f. Dental services requested and received.
- g. Referrals to diagnosis and treatment.

2. Examples of children helped.

3. At a minimum, a quarterly report focusing on the aforementioned information from "1" and "2" to be sent to program/agency staff.

B. Program Evaluation

1. In Social Services Division, applications for CalWORKS and Medi-Cal are reviewed by supervising staff. Ongoing evaluation of forms completed,

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information filed, correspondence sent, etc., is being done by the Deputy Director and the supervising staff of the Health Division.

2. There is close inter-working between the EPSDT/CHDP staff and the Director of Nursing in the Health Division. Problems are discussed between the CHDP Deputy Director and the appropriate staff with changes made as necessary.
3. In the Health Division, periodic, notification procedures are discussed between the CHDP Deputy Director and the appropriate staff with changes made as necessary.
4. No special studies are being done by either department at this time.
5. Case management review of the CHDP process/system is ongoing by CHDP staff (e.g. Deputy Director periodically spot checks PM 160s for specific data and/or questions on follow up of diagnosis and treatment).
6. The Interagency Plan is reviewed on a yearly basis by the CHDP Deputy Director and supervisory staff at the Health Division and it is referred to in the event of questions/concerns throughout the year.

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X. Compliance Certification

In signing this agreement, we hereby certify that the CHDP Program in our community will meet the compliance requirements and standards pertaining to our respective departments contained in the following:

A. Enabling legislation of the CHDP Program

Reference: Health and Safety Code Sections 124025 through 124110 and Section 104395.

B. CHDP Program regulations that implement, interpret, or make specific the enabling legislation.

Reference: California Code of Regulations, Title 17, Section 6800 through 6874.

C. Medi-Cal regulations pertaining to the availability and reimbursement of EPSDT services through the CHDP Program.

Reference: California Code of Regulations, Title 22, Sections 51340(c), 51340 and 51532.

D. Regulations defining county Social Services Division responsibilities for meeting CHDP/EPSDT Program requirements.

1. Social Services Regulations

Reference:

- a. Staff Development and Training Standards - Manual of Policies and Procedures (MPP) Sections: 14-530, 14-610.
- b. Civil Rights - MPP Section 21-101, 21-107, 21.115.
- c. Eligibility and Assistance Standards - MPP Sections: 40-107.61, 40-131.3(k), 40-181.211, 45-201.5.
- d. Child Welfare Services Program Standards - MPP Sections: 31-002(c)(8), 31-075.3(h)(1), 31-075.3(h)(2), 31-205.1(h), 31-206.35, 31-206.351, 31-206.352, 31-206.36, 31-206.361, 31-206.362, 31-206.42, 31-206.421, 31-206.422, 31-330.111, 31-401.4, 31-401.41, 31-401.412, 31-401.413, 31-405.1(f), 31-405.1(g), 31-405.1(g)(1).
- e. Intra and interagency relations and agreements Chapter 29-405 and Chapter 29-410.

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2. Medi-Cal Regulations

Reference:

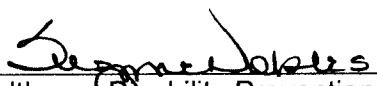
- a. California Code of Regulations, Title 22, Sections: 50031; 50157(a), (d), (e), (f), and 50184(b).
- b. Other Title 22 regulations governing DSS programs regarding adoptions and referring parents to community services, including CHDP Pre-placement Advisement, California Code of Regulations, Title 22, Section 35094.2 and Advisement of Parents Whose Child has not been Removed from Parent's Care, Section 35129.1

E. Current interpretive releases by State Departments of Health Services and Social Services.

1. Children's Medical Services (CMS) Branch /CHDP Program Letters and Information Notices - Health Services.
2. All County Letters - Social Services.
3. Joint Letters - Health Services and Social Services
4. CMS Branch/CCS Numbered Letters pertaining to the CHDP Program - Health Services.

This interagency agreement is in effect from July 1, 2011 through June 30, 2013 unless revised by mutual agreement.

NOTE: In the event that changes in Federal or State legislation impact the current Interagency Agreement, the Health Department and Social Services Department agree to renegotiate the pertinent section within 90 days of receiving new language or instructions from the State.



Child Health and Disability Prevention Program Director

3/12/2012

Date



Health & Human Services Department Director

3-8-12

Date



Probation Department

03-05-12

Date

Attachments: Organization Chart(s)
 Flow Chart(s)
 Duty Statement(s)

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APPROVED AS TO FORM

YUBA COUNTY ANGIL P. MORRIS-JONES

CMS PLAN FY 2011-2012

COUNTY COUNSEL


HCPCFC Memorandum of Understanding

Suggested Areas of Responsibility for Child Health and Disability Prevention (CHDP) Public Health Nurses (PHNs) and Child Welfare Service (CWS) Agency Social Workers and Probation Officers in the Health Care Program For Children In Foster Care (HCPCFC)

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Service Provided	Local CHDP Responsibilities Foster Care PHN	Local Child Welfare Service Agency Responsibilities Social Worker/Probation Officer
Location	<ul style="list-style-type: none"> PHN will be located in the CWS agency with accessibility to all team members 	<ul style="list-style-type: none"> PHN will be located in the CWS agency with accessibility to all team members servicing children in foster care, including any PHNs currently working in CWS.
Supervision	<ul style="list-style-type: none"> PHN will be supervised by supervising PHN in the local CHDP program with input from CWS agency staff. 	<ul style="list-style-type: none"> CWS agency/Supervising Probation Officer will provide input to the supervising PHN.
Accessing Resources	<ul style="list-style-type: none"> PHN will identify health care providers in the community. PHN will evaluate the adequacy, accessibility and availability of the referral network for health care services and collaborate with CHDP staff to identify and recruit additional qualified providers. PHN will serve as a resource to facilitate (e.g., assist in scheduling appointments, arranging transportation, etc.) referrals to early intervention providers, specialty providers, dentists, mental health providers, CCS and other community programs. PHN will assist PHNs in the child's county of residence to identify and access resources to address the health care needs of children placed out of county. 	<ul style="list-style-type: none"> CWS agency Social Worker/Probation Officer will work with PHN to ensure that all children in foster care are referred for health services appropriate to age and health status on a timely basis. CWS agency Social Worker/Probation Officer will work with the substitute care provider (Foster Parent) and the PHN to identify an appropriate health care provider for the child. CWS agency Social Worker/Probation Officer will work with the PHN to ensure that children placed out of county have access to health services appropriate to age and health status.

Service Provided	Local CHDP Responsibilities Foster Care PHN	Local Child Welfare Service Agency Responsibilities Social Worker/Probation Officer
Health Care Planning and Coordination	<ul style="list-style-type: none"> • PHN will interpret health care reports for social worker/probation officers and others as needed. • PHN will develop a health plan for each child expected to remain in foster care. • PHN will work with substitute care provider to ensure that the child's Health and Education Passport or its equivalent is updated. • PHN will assist substitute care provider s in obtaining timely comprehensive assessments. • PHN will expedite timely referrals for medical, dental, developmental, and mental health services. • PHN will assist social worker/probation officer in obtaining additional services necessary to educate and/or support the foster caregiver in providing for the special health care needs, including but not limited to Early and Periodic Screening, Diagnosis, and Treatment Supplemental Services (EPSDT-SS). • PHN will obtain and provide health care documentation when necessary to support the request for health care services. • PHN will collaborate with social worker/probation officer, biological parent when possible and substitute care provider to ensure that necessary medical/health care information is available to those persons responsible for providing healthcare for the child, including a copy of the Health Education Passport (HEP) to the substitute care provider. • PHN will assist social worker/probation officer to assess the suitability of the foster care placement in light of the health care needs of the child. • PHN will collaborate with the social worker/probation officer and substitute care provider to develop a system of tracking and follow-up on changes in the health care status of the child, service needs, effectiveness of services provided, etc. • PHN will review child's health plan with social worker/probation officer as needed and at least every six months. 	<ul style="list-style-type: none"> • Child's Social Worker/Probation Officer will collaborate with PHN to develop a health plan which identifies the health care needs and service priorities for each child expected to remain in foster care for 6 months or longer. • Social Worker/Probation Officer or designee will incorporate health plan into child's case record. • Social Worker/Probation Officer will assemble and provide health care documentation to the court when necessary to support the request for health care services. • Social Worker/Probation Officer will collaborate to complete and keep current the child's Health and Education Passport or its equivalent and provide a copy of the HEP to the substitute care provider. • Social Worker/Probation Officer will consult with the PHN to assess the suitability of the foster care placement in light of the health care needs of the child. • Social Worker/Probation Officer will collaborate with the PHN and substitute care provider to develop a system of tracking and follow-up on changes in the health care status of the child, service needs, effectiveness of services provided, etc. • Social Worker/Probation Officer will review child's health plan with PHN at least every six months and before every court hearing relevant information will be incorporated into the HEP and court report.

Service Provided	Local CHDP Responsibilities Foster Care PHN	Local Child Welfare Service Agency Responsibilities Social Worker/Probation Officer
Training/Orientation	<ul style="list-style-type: none"> PHN will participate in developing and providing educational programs for health care providers to increase community awareness of and interest in the special health care needs of children in foster care. PHN will educate social workers, juvenile court staff, substitute care providers, school nurses and others about the health care needs of children in foster care. 	<ul style="list-style-type: none"> CWS agency staff/Probation Officers will provide input to PHN in developing curriculum for training others about health care needs of children in foster care. CWS agency staff/Probation Officers will collaborate with PHNs in educating juvenile court staff, substitute care providers, and others about the health care needs of children in foster care. CWS agency personnel will arrange for PHN access to the Child Welfare Services/Case Management System (CWS /CMS) system and provide training in its use.
Policy/Procedure Development	<ul style="list-style-type: none"> PHN will provide program consultation to CDSS/ Probation Departments in the development and implementation of the EPSDT/CHDP program policies related to the Health Care Program for Children in Foster Care. PHN will participate in multi-disciplinary meetings for review of health-related issues. 	<ul style="list-style-type: none"> CWS agency staff/Probation Officers will include the PHN in team meetings and provide orientation to social services and consultation on CWS/CMS.
Transition from Foster Care	<ul style="list-style-type: none"> PHN will provide assistance to the Social Worker/Probation Officer and the youths leaving foster care on the availability of options for health care coverage as well as community resources to meet the health care needs upon emancipation. 	<ul style="list-style-type: none"> CWS agency staff/Probation Officers will collaborate with PHN to assure youths leaving foster care supervision are aware and connected to resources for independent living.

Service Provided	Local CHDP Responsibilities Foster Care PHN	Local Child Welfare Service Agency Responsibilities Social Worker/Probation Officer
Quality Improvement	<ul style="list-style-type: none"> PHN will conduct joint reviews of case records for documentation of health care services with CWS agency/Probation Department. PHN will work with CWS agency/Probation Department to develop a plan for evaluating the process and impact of the addition of the PHN component to the foster care team. PHN will establish baseline data for evaluating health care services provided to children in foster care. 	<ul style="list-style-type: none"> CWS agency staff/Probation Officers will conduct joint reviews of case records for documentation of health care services CWS agency/Probation Department will work with PHN to develop a plan for evaluating the process and impact of the addition of the PHN component to the foster care team. CWS agency/Probation Officers will collaborate and assist PHN in gathering data.

This Memorandum of Understanding in effect from July 1, 2011 through June 30, 2013 unless revised by mutual agreement. In the event that changes in federal or state requirements impact the current Memorandum of Understanding, the local health department, social services department, and probation department agree to renegotiate the pertinent section within 90 days of receiving new instructions from the State.

Public Health Director or Child Health and Disability
Prevention Program Director

1-23-12

Date

County Social Services Director or County Child Welfare
Service Agency Director

1/24/12

Date

Chief Probation Officer

2/1-24-12

Date

CHDP Administrative Budget Worksheet for FY 2011-12
No County/City Match
State and State/Federal

County/City Name: YUBA

Total

Column	1A	1B			1	2A		2		3	4A	4	5A	5
Category/Line Item	1st Qtr% or FTE	1st Qtr Salary	1st QtrTotal Salaries & Expenditures	2nd Qtr % or FTE	2nd Qtr Salary	2nd Qtr Total Salaries & Expenditures	3rd & 4th Qtr % or FTE	3rd & 4th Qtr Salaries	3rd & 4th Qtr Salaries & Expenditures	Total Medi-Cal Budget (4 + 5)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
Personnel Expenses														
1. Sup. Phil N. Trooster	4.57%	\$19,821	\$906	8.03%	\$20,151	\$1,610	6%	\$41,622	\$2,497	\$5,021	80%	\$2,690	20%	\$2,331
2. Phil N. Anderson	47.20%	\$16,714	\$7,889	39.93%	\$16,663	\$6,654	35.5%	\$35,898	\$12,744	\$27,286	80%	\$20,873	20%	\$6,413
3. Phil N. Hairman	20.46%	\$11,750	\$2,404	17.70%	\$13,732	\$2,431	0%	\$0	\$0	\$4,835	80%	\$3,444	20%	\$1,391
4. Office Spec. - Harmer	32.36%	\$8,776	\$2,840	35.37%	\$8,844	\$3,128	30%	\$17,688	\$5,306	\$11,274			100%	\$11,274
5. Asst. Tech. - Goss	2.22%	\$10,582	\$235	0.63%	\$9,996	\$63	5%	\$21,246	\$1,062	\$1,360			100%	\$1,360
6. RN - Hawkins	0%		\$0			\$0	60%	\$25,974	\$15,584	\$15,584	80%	\$12,468	20%	\$3,117
7										\$0				
8										\$0				
9										\$0				
10	1.07			1.02			1.37			\$0				
Total Salaries and Wages			\$14,273			\$13,893			\$37,194	\$65,361		\$39,474		\$25,887
Less Salary Savings			\$0			\$0			\$0	\$0		\$0		\$0
Net Salaries and Wages			\$14,273			\$13,893			\$37,194	\$65,361		\$39,474		\$25,887
Staff Benefits (Specify %) Actual			\$5,354			\$4,847			\$16,333	\$26,534		\$17,611		\$8,923
I. Total Personnel Expenses			\$19,627			\$18,740			\$53,528	\$91,895		\$57,085		\$34,810
II. Operating Expenses														
1. Travel			\$123			\$0			\$77	\$200		\$160		\$40
2. Training			\$0			\$0			\$200	\$200		\$160		\$40
3. Office Expense			\$84			\$112			\$804	\$1,000				\$1,000
4. Educational Materials			\$0			\$0			\$2,300	\$2,300				\$2,300
5. Space Rent			\$1,329			\$1,116			\$3,651	\$6,096				\$6,096
6. Communications			\$64			\$54			\$180	\$298				\$298
7. Provider Training			\$0			\$0			\$500	\$500				\$500
8														
9														
10														
II. Total Operating Expenses			\$1,599			\$1,282			\$7,712	\$10,594		\$320		\$10,274
III. Capital Expenses														
1														
2														
3														
4														
5														
II. Total Capital Expenses			\$0			\$0			\$0	\$0				
IV. Indirect Expenses														
1. Internal (Specify %) #####			\$1,963			\$1,874			\$5,353	\$9,190				\$9,190
2. External (Specify %) 0.00%														
IV. Total Indirect Expenses			\$1,963			\$1,874			\$5,353	\$9,190				\$9,190
V. Other Expenses														
1														
2														
3														
4														
5														
V. Total Other Expenses			\$0			\$0			\$0	\$0				
Budget Grand Total			\$23,189			\$21,897			\$66,592	\$111,678		\$57,405		\$54,273
										\$ 113,449				

Kathy Brown
 Prepared By (Signature)
Kathy Brown
 CHDP Director or Deputy Director (Signature)

2/14/12 (530) 749-6278 kgoss@co.yuba.ca.us
 Date Prepared Phone Number (530) Email Address
 02/15/12 749-6866 mitroster@co.yuba.ca.us
 Date Phone Number Email Address

CHDP 11-12/11-12 Summary (budget sheets)-Kathy's working copy

CHDP Administrative Budget Summary for FY 2011-12

No County/City Match

County/City Name: YUBA

Column	1	2	3	4	5
Category/Line Item	Total Budget (2 + 3)	Total CHDP Budget	Total Medi-Cal Budget (4 + 5)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$91,895	\$0	\$91,895	\$57,085	\$34,810
II. Total Operating Expenses	\$10,594	\$0	\$10,594	\$320	\$10,274
III. Total Capital Expenses					
IV. Total Indirect Expenses	\$9,190	\$0	\$9,190		\$9,190
V. Total Other Expenses					
Budget Grand Total	\$111,678	\$0	\$111,678	\$57,405	\$54,273

Column	1	2	3	4	5
Source of Funds	Total Funds	Total CHDP Budget	Total Medi-Cal Budget	Enhanced State/Federal	Nonenhanced State/Federal
State General Funds	\$0	\$0			
Medi-Cal Funds:			\$111,678		
State	\$41,488		\$41,488	\$14,351	\$27,137
Federal (Title XIX)	\$70,190		\$70,190	\$43,054	\$27,137
			\$113,449		

Nancy Lynn
Prepared By (Signature)

2/15/12
Date Prepared

530-749-6278
Phone Number

Kagess D.L. yuba.cas
Email Address

Director (Signature)

Date

Phone Number

Email Address

Nancy Lynn
CHDP Director or Deputy

02-15-12
Date

(530) 749-6866
Phone Number

Kagess D.L. yuba.cas
Email Address

Director (Signature)

Date

Phone Number

Email Address

CHDP
Budget Narrative
Fiscal Year 2011-2012

I. PERSONNEL EXPENSES

Total Salaries:	\$65,361
Total Benefits:	\$26,534

Total Personnel Expenses:	<u>\$ 91,895</u>
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II. OPERATING EXPENSES

1 <u>Travel</u>	\$200	Includes travel to Statewide conferences, regional meetings, travel for approved training, daily business, personal vehicle use mileage at current approved Co. rate, and per diem for lodging/meals.
2 <u>Training</u>	\$200	Cost of registration for conferences and workshops
3 <u>Office Expense</u>	\$1,000	Office supplies, Copies, Postage and various materials for day to day operations
4 <u>Educational Material</u>	\$2,300	Materials to promote healthy lifestyles, childhood safety, oral health and/or other Public Health messages for children 0-21. CHDP staff, during outreach activities will hand out educational material to health providers and the community.
5 <u>Space Rental</u>	\$6,096	$(150 \text{ sq ft} \times \$2.44 \text{ per sq ft} \times 1.07 \text{ FTE's} \times 3 \text{ mo}) + (150 \text{ sq ft} \times \$2.44 \text{ per sq ft} \times 1.02 \text{ FTE's} \times 3 \text{ mo}) + (150 \text{ sq ft} \times \$2.44 \text{ per sq ft} \times 1.37 \text{ FTE's} \times 6 \text{ mo})$
6 <u>Communications</u>	\$298	$(\$17.64 \text{ per FTE} \times 1.07 \text{ FTE's} \times 3 \text{ mo}) + (\$17.64 \times 1.02 \text{ FTE's} \times 3 \text{ mo}) + (\$17.64 \times 1.37 \text{ FTE's} \times 6 \text{ mo})$
7 <u>Provider Training</u>	\$500	Materials & Supplies for training of providers

Total Operating Expenses:	<u>\$ 10,594</u>
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III. <u>CAPITAL EXPENDITURES</u>	<u>\$ -</u>
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IV. INDIRECT EXPENSE

1 <u>Internal</u>	\$ 9,190	10% of Total Personnel Expense to cover indirect expenses.
2 <u>External</u>	\$ -	

Total Indirect Expenses:	<u>\$ 9,190</u>
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V. Other Expenses

Total Other Expenses:	<u>\$ -</u>
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<u>BUDGET GRAND TOTAL:</u>	<u><u>\$ 111,679</u></u>
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HCPCFC Administrative Budget Summary

Fiscal Year 2011-12

County/City Name: Yuba

Column	1	2	3
Category/Line Item	Total Budget (2 + 3)	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expenses	\$28,008	\$21,427	\$6,581
II. Total Operating Expenses	\$0	\$0	\$0
III. Total Capital Expenses			
IV. Total Indirect Expenses	\$2,801		\$2,801
V. Total Other Expenses			
Budget Grand Total	\$30,809	\$21,427	\$9,380

Column	1	2	3
Source of Funds	Total Funds	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
State Funds	\$10,047	\$5,357	\$4,690
Federal Funds (Title XIX)	\$20,761	\$16,070	\$4,690
Budget Grand Total	\$30,808		

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Phone Number

Date Prepared

Prepared By (Signature)

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Email Address

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Phone Number


Date

CHDP Director or Deputy Director

(Signature)

HCPCFC Administrative Budget Worksheet
Fiscal Year 2011-12
County/City Name: YUBA

Column	1A	1B	1	2A	2	3A	3
Category/Line Item	% or FTE	Annual Salary	Total Budget (1A x 1B or 2 + 3)	% or FTE	Enhanced State/Federal (25/75)	% or FTE	Nonenhanced State/Federal (50/50)
I. Personnel Expenses							
1. Chung, Christle PHN I/II	31.8%	\$57,221	\$18,208	80%	\$14,566	20%	\$3,642
2. Troester, Mary Supervising PHN	2.0%	\$81,594	\$1,632	20%	\$326	80%	\$1,306
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Salaries and Wages	33.8%		\$19,840		\$14,893		\$4,947
Less Salary Savings							
Net Salaries and Wages			\$19,840		\$14,893		\$4,947
Staff Benefits (Specify %) Actual			\$8,168		\$6,535		\$1,634
I. Total Personnel Expenses			\$28,008		\$21,427		\$6,581
II. Operating Expenses							
1. Travel			\$0	50%	\$0	50%	\$0
2. Training			\$0	50%	\$0	50%	\$0
II. Total Operating Expenses			\$0		\$0		\$0
III. Capital Expenses							
1.							
2.							
III. Total Capital Expenses							
IV. Indirect Expenses (10% Cap)							
1. Internal (Specify %) 10.00%			\$2,801				\$2,801
2. External							
IV. Total Indirect Expenses			\$2,801				\$2,801
V. Other Expenses							
1.							
2.							
V. Total Other Expenses							
Budget Grand Total			\$30,809		\$21,427		\$9,382


 Prepared By (Signature)

2/15/12

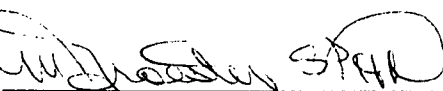
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(530) 749-6233

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 CHDP Director or Deputy Director (Signature)

02/17/12
 Date

(530) 749-6866

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I. PERSONNEL EXPENSES

Total Salaries:	\$19,840	
Total Benefits:	<u>\$8,168</u>	Benefits are calculated as actuals
Total Personnel Expenses:	\$ 28,008	

II. OPERATING EXPENSES

1	<u>Travel</u>	\$0	Personal vehicle use mileage at current approved Co. rate and per diem for lodging/meals.
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2	<u>Training</u>	\$0	Cost of registration for conferences and workshops
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Total Operating Expenses:	\$	-
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III. CAPITAL EXPENDITURES \$ -IV. INDIRECT EXPENSE

1	<u>Internal</u>	\$2,801	10% of Total Personnel Expense to cover indirect expenses.
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2	<u>External</u>	\$	-
Total Indirect Expenses:	\$	2,801	

V. OTHER EXPENSES \$ -

<u>BUDGET GRAND TOTAL:</u>	<u>\$</u>	<u>30,809</u>
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CCS Administrative Budget Summary for FY 2011-12
Mid-Year Revision for 3rd & 4th Quarters

County Name: YUBA

CCS CASELOAD	Actual Caseload	Percent of Grand Total
MEDI-CAL		
Average of Total Open (Active) Medi-Cal Children	296	66%
Potential Cases Medi-Cal	39	9%
TOTAL MEDI-CAL	335	75%
NON MEDI-CAL		
Healthy Families		
Average of Total Open (Active) HF Children	59	13%
Potential Cases HF	8	2%
Total Healthy Families	67	15%
Straight CCS		
Average of Total Open (Active) Straight CCS Children	41	9%
Potential Cases Straight CCS	5	1%
Total Straight CCS	46	10%
TOTAL NON MEDI-CAL	113	25%
GRAND TOTAL	448	100%

Column	1	2	3	4	5
Category/Line Item	Total Budget	Non-Medi-Cal County/State/HF Co/State/Federal	Total Medi-Cal State/Federal	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
I. Total Personnel Expense	\$293,923	\$74,225	\$219,698	\$127,646	\$92,052
II. Total Operating Expense	\$22,270	\$5,624	\$16,646	\$866	\$15,780
III. Total Capital Expense					
IV. Total Indirect Expense	\$29,392	\$7,422	\$21,970		\$21,970
V. Total Other Expense	\$7,000	\$1,768	\$5,232		\$5,232
Budget Grand Total	\$352,585	\$89,039	\$263,546	\$128,512	\$135,034

Column	1	2	3	4	5
Source of Funds	Total Budget	Non-Medi-Cal County/State/HF Co/State/Federal	Total Medi-Cal State/Federal	Enhanced State/Federal (25/75)	Nonenhanced State/Federal (50/50)
Straight CCS					
State	\$14,228	\$14,228			
County	\$14,228	\$14,228			
CCS Healthy Families					
State	\$10,602	\$10,602			
County	\$10,602	\$10,602			
Federal (Title XXI)	\$39,379	\$39,379			
Medi-Cal Funds:					
State	\$99,645		\$99,645	\$32,128	\$67,517
Federal (Title XIX)	\$163,901		\$163,901	\$56,384	\$67,517

Donna Clark
 Prepared By (Signature) 2-17-12
 Date Prepared 2-17-12

(530) 749-6467
 Phone Number
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Donna Clark
 CCS Administrator (Signature) 5-30-12
 Phone Number
 Email Address 10/5/2012 cc.yuba.ca.us

YUBA COUNTY

CCS Administrative Budget Worksheet for FY 2011-12
Mid-Year Revision for 3rd & 4th Quarters

County Name: YUBA

CCS CASELOAD	Actual Caseeload 07/08	Percent of Grand Total
MEDI-CAL		
Average of Total Open (Active) Medi-Cal Children	296	66%
Potential Cases Medi-Cal	39	9%
TOTAL MEDI-CAL	335	75%
NON MEDI-CAL		
Healthy Families		
Average of Total Open (Active) HF Children	59	13%
Potential Cases HF	8	2%
Total Healthy Families	67	15%
Straight CCS		
Average of Total Open (Active) Straight CCS Children	41	9%
Potential Cases Straight CCS	5	1%
Total Straight CCS	46	10%
TOTAL NON MEDI-CAL	113	25%
GRAND TOTAL	448	100%

Column	1	2	3	4A	4	5A	5	6A	6	7A	7
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 + 5)	% FTE	Non-Medi-Cal County/State (\$0/50)	% FTE	Medi-Cal (6 + 7)	% FTE	Medi-Cal Enhanced	% FTE	Medi-Cal Nonenhanced State/Federal (\$0/50)
I. Personnel Expense											
Program Administration											
Olsen, Lynne - PHN III	5%	\$95,040	\$4,752	25%	\$1,201	75%	\$3,552			100%	\$3,552
Clark, Donna - Admin Analyst	30%	\$71,820	\$21,546	25%	\$5,442	75%	\$16,105			100%	\$16,105
Information Technology Analyst III	5%	\$53,148	\$2,657	25%	\$672	75%	\$1,986			100%	\$1,986
Subtotal		\$220,008	\$28,955		\$7,315		\$21,643				\$21,643
Medical Case Management											
Huyth, Mike - PHN III	80%	\$57,933	\$46,346	25%	\$11,704	75%	\$34,643	95%	\$32,911	5%	\$1,732
Olsen, Lynne - PHN III	85%	\$95,040	\$80,784	25%	\$20,400	75%	\$60,384	95%	\$57,365	5%	\$3,019
Subtotal		\$152,973	\$127,130		\$32,104		\$96,027		\$90,275		\$4,751
Other Health Care Professionals											
Subtotal											
Ancillary Support											
Clark, Michele - CCS Case Manager	95%	\$52,524	\$49,898	25%	\$12,600	75%	\$37,297			100%	\$37,297
Subtotal		\$52,524	\$49,898		\$12,600		\$37,297				\$37,297
Clerical and Claims Support											
Harriger, Kathleen - Office Specialist	20%	\$35,308	\$7,062	25%	\$1,783	75%	\$5,278			100%	\$5,278
Villalobos, Veronica - Office Assist.	15%	\$32,784	\$4,918	25%	\$1,242	75%	\$3,676			100%	\$3,676
FTE 3.35			\$11,979		\$3,025		\$8,954				\$8,954
Subtotal											

Column	1	2	3	4A	4	5A	5	6A	6	7A	7
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2 or 4 x 5)	% FTE	Non-Medi-Cal County/State (\$0/\$0)	% FTE	Medi-Cal (6 + 7)	% FTE	Medi-Cal Enhanced	% FTE	Medi-Cal Nonenhanced State/Federal (\$0/\$0)
Total Salary and Wages			\$217,963		\$55,044		\$162,922		\$90,275		\$72,646
Less Salary Savings											
Net Salary and Wages			\$217,963		\$55,044		\$162,922		\$90,275		\$72,646
Staff Benefits (Specify %)			\$75,957	25%	\$19,181	75%	\$56,776		\$37,370		\$19,406
I. Total Personnel Expense			\$293,920		\$74,225		\$219,698		\$127,645		\$92,052
II. Operating Expense											
1. Travel			\$475	25%	\$120	75%	\$355	80%	\$322	20%	\$33
2. Training			\$945	25%	\$239	75%	\$706	80%	\$545	20%	\$161
3. Office Expense			\$5,483	25%	\$1,385	75%	\$4,098				\$4,098
4. Space Rent			\$14,713	25%	\$3,715	75%	\$10,998				\$10,998
5. Communication			\$654	25%	\$165	75%	\$489				\$489
II. Total Operating Expense			\$22,270		\$5,624		\$16,646		\$867		\$15,780
III. Capital Expense											
III. Total Capital Expense											
IV. Indirect Expense											
1. Internal			\$29,392	25%	\$7,422	75%	\$21,970			100%	\$21,970
2. External											
IV. Total Indirect Expense			\$29,392		\$7,422		\$21,970				\$21,970
V. Other Expense											
1. Maintenance and Transportation			\$7,000	25%	\$1,768	75%	\$5,232			100%	\$5,232
V. Total Other Expense			\$7,000		\$1,768		\$5,232				\$5,232
Budget Grand Total			\$352,582		\$89,039		\$263,546		\$128,512		\$135,034

Prepared By (Signature) Donna Clark Date Prepared 2-17-12 Phone Number (530) 749-6467 email address dclark@yuba.ca.us
 CCS Administrator (Signature) [Signature] Date Signed 2-17-12 Phone Number (530) 749-6466 email address 1013222@yuba.ca.us

Combined

WORKSHEET
TO DETERMINE FUNDING SOURCES FOR ADMINISTRATIVE ACTIVITIES
RELATED TO HEALTHY FAMILIES FOR FY 2011-12
MID-YEAR REVISION FOR 3RD & 4TH QUARTERS

County YUBA

**** This worksheet is formula driven. Fill in shaded areas
 and the calculations will be entered automatically**

Caseload Percentages

		(a)	(b)
1	Enter the total Non Medi-Cal Caseload (from the Caseload Box on the Budget Summary)		
2	Enter The total Healthy Families Caseload (from Caseload Box on the Budget Summary) and divide by the total Non Medi-Cal Caseload (line 2a divided by line 1(a))		
3	Enter the Total CCS Caseload (from the caseload box on the Budget Summary) and divide by the total Non Medi-Cal Caseload (line 3(a) divided by line 1(a))		

SOURCE OF FUNDS**Straight CCS**

4	Enter Budget Grand Total for Non Medi-Cal (from Budget Summary, Column 2)		
5	Total Straight CCS Dollars (multiply CCS percentage, line 3(b) x line 4(a))		
6	State (Line 5(a) x 50%)		
7	County (subtract Line 6(b) from Line 5(a))		

CCS Healthy Families

8	Determine Total Healthy Families Dollars (HF percentage from line 2, column b above x total Straight CCS dollars, Line 4, column a)		
9	State/County (35%) (multiply Total Healthy Families Dollars, line 8, column (a) by 35%)		
10	State (multiply line 9, column (a) by 50%)		
11	County (subtract line 10(b) from line 9(a))		
12	Federal Title XXI (65%) (multiply Total Healthy Families Dollars, line 8, column (a) by 65%)		

Budget Grand Total (equals Budget Grand Total for Non Medi-Cal from Budget Summary)

\$89,039

CCS
Budget Narrative
Fiscal Year 2011-2012

Mid-Year Revision for 3rd & 4th Quarters

I. PERSONNEL EXPENSES

Total Salaries:	\$217,963
Total Benefits:	\$75,957

Total Personnel Expenses:	<u>\$ 293,920</u>
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II. OPERATING EXPENSES

1	<u>Travel</u>	\$475	Includes travel to statewide conferences, regional meetings, travel for approved training, daily business, personal vehicle use mileage at current Co. approved rate , and per diem for lodging/meals.
2	<u>Training</u>	\$945	Cost of registration for conferences and workshops
3	<u>Office Expense</u>	\$5,483	Office supplies, printing, copies, educational material postage.
4	<u>Space Rental</u>	\$14,713	3.35 FTE's x 150 Sq Ft per x \$2.44 x 12 Months
5	<u>Communications</u>	\$654	Long distance charges for program usage. \$16.28 per FTE x 12 months x 3.35 FTE

Total Operating Expenses:	<u>\$ 22,270</u>
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III. <u>CAPITAL EXPENDITURES</u>	\$ -
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IV. INDIRECT EXPENSE

1	<u>Internal</u>	\$29,392	10% of Total Personnel Expense to cover indirect expenses.
2	<u>External</u>	\$ -	

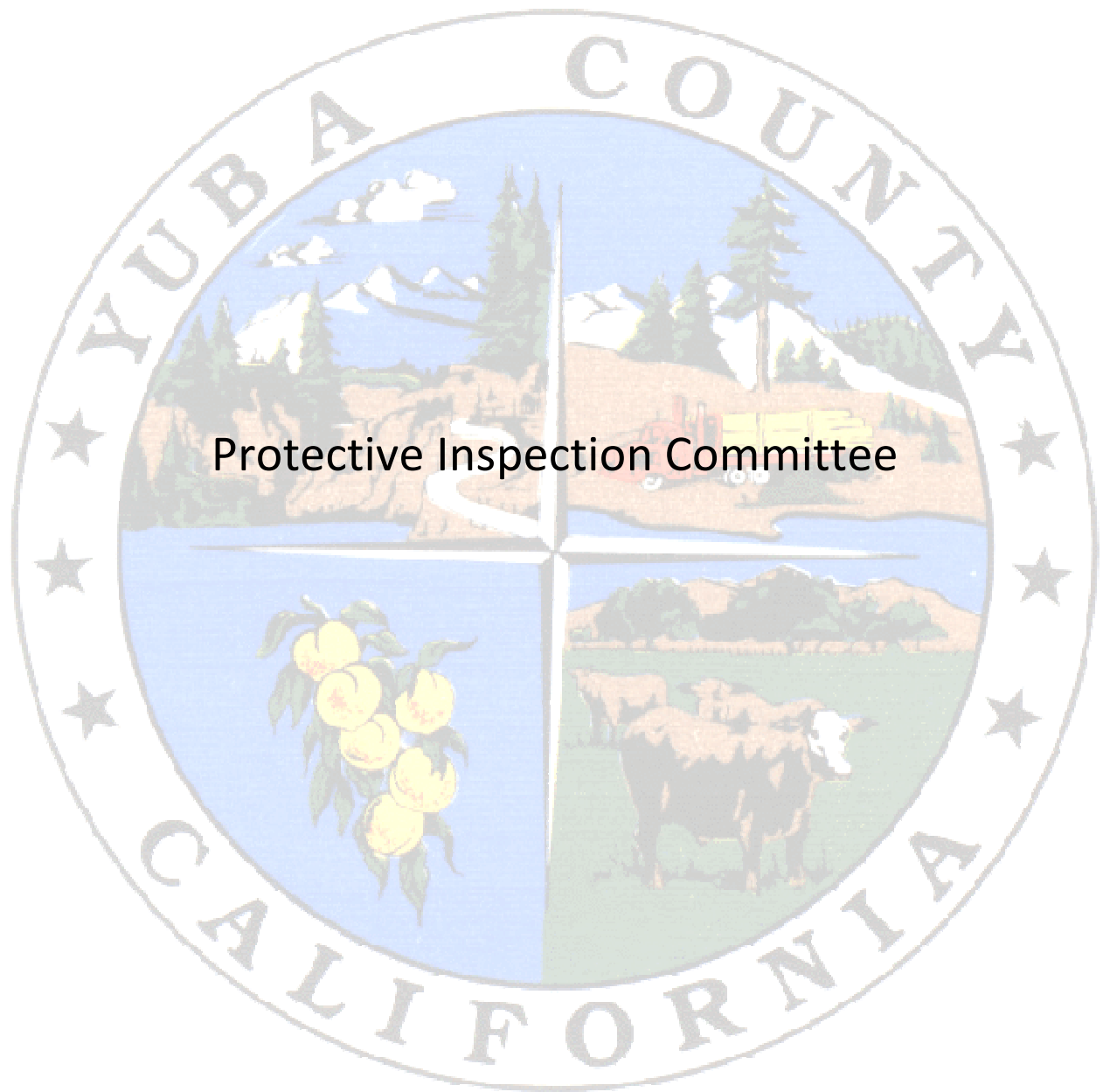
Total Indirect Expenses:	<u>\$ 29,392</u>
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V. OTHER EXPENSES

1	<u>Maintenance & Transportation</u>	\$7,000
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Total Other Expenses:	<u>\$ 7,000</u>
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<u>BUDGET GRAND TOTAL:</u>	<u>\$ 352,582</u>
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Protective Inspection Committee



The County of Yuba

101-12

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

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



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

KEVIN ROUSH
ASSISTANT
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES

To: Honorable Board of Supervisors, Yuba County
Protective Inspection Committee
From: JM Louie B. Mendoza Jr., Agricultural Commissioner
Date: March 27, 2012
Subject: Title III Project Funding from the Secure Rural Schools and Community Self-Determination Act of 2000 - Recommendations

Recommendation: It is recommended the Protective Inspection Committee endorse this proposal which will set maximum funding limits, establish project funding priorities and serve as the spending plan for the remaining Federal Forest Reserve (HR2389-Title III) funds, provided under the Secure Rural Schools and Community Self-Determination Act of 2000 (SRS Act). The SRS Act was amended and reauthorized for Federal fiscal years 2008 through 2011 and is pending renewal for 2012 through 2017. Proposed projects, priorities and maximum funding levels for each project are listed below for fiscal years 2012/2013 and 2013/2014.

<u>Priority No.</u>	<u>Project</u>	<u>Maximum Funding</u>
1.	Fire Safe Council Education and Outreach - Coordinator	\$ 40,000 per fiscal year
2.	Roadside Clearing	\$ 5,000 per fiscal year

Background: On August 12, 2011, the County Administrator sent an "opt in" letter designating that fifteen percent (15%) of the HR 2389 - Forest Reserve Funds for Yuba County be allocated to Title III projects. The Board previously approved Resolution Number 2003-159 which authorized the Agricultural Commissioner to administer SRA Act (HR 2389) Fund payments; which were allocated for Title III projects and approved by the Yuba County Board of Supervisors. There will be an available balance of approximately \$67,000 remaining for allocation from previously approved projects listed above. The Board of Supervisors (Protective Inspection Committee) is being asked to approve a plan which sets maximum possible funding values for the above projects for fiscal years 2012/2013 & 2013/2014.

Discussion: It is recommended the Protective Inspection Committee endorse this proposed spending plan for fiscal years 2012/2013 & 2013/2014 which will establish a priority list of projects and set maximum funding limits each. The Board of Supervisors through their endorsement of these projects and funding limits will establish a recommended spending plan that will serve as the basis for expenditure of the remaining HR2389 – Title III funds. The two projects to be funded under this proposal have been previously approved by the Board of Supervisors in a properly noticed Public Hearing. The request before the Board of Supervisors is to set funding limits and not to consider new projects. The following is a brief description of each proposal. They are listed in order of recommended funding priority:

Project 1. Fire Safe Council Education and Outreach - Fire Safe Coordinator
Agency: Yuba Watershed Protection and Fire Safe Council
Purpose: Fund a Fire Safe Coordinator position for Fiscal Years 2012/2013 and 2013/2014. This position is critical to the ongoing efforts of the Council. There are currently no funding sources for this position other than the HR2389 funds. Coordinator sets up monthly meetings, develops annual strategic plan to direct the work of the Council on fire prevention education, works with Yuba County OES on fire prevention activities, additionally, coordinator will assist in the development and implementation of GIS activities.
Cost: \$32,000 for 12 month agreement
Information: Eligible Title III project - Fire prevention planning.
Recommendation: Approve not more than \$40,000 per fiscal year in case of additional projects or additional funding

Project 2. Roadside fuel reduction - vegetation management.
Agency: Public Works
Purpose: Work with Fire Safe Council to identify roads and clear vegetation within the count right of way to provide protective fuel breaks and reduce fuel load along county roads.
Cost: To be estimated (historically it has been \$10,000 per linear mile).
Information: This is the lowest priority project proposed for funding under HR2389. Funding for this activity is considered to be a backup project to be funded only if project 1 can be completed for less expense than is allocated. The goal is to exhaust all HR2389 funds during FY2012/ 2013 and 2013/2014.
Recommendation: Approve not more than \$5,000 per fiscal year.

Fiscal Impact: No direct impact to the County General Fund. Funds allocated as per SRS Act

Encl: Yuba County Administrator's letter dated August 11, 2011
SRS Act - HR2389 Informational Document

The County of Yuba

OFFICE OF THE COUNTY ADMINISTRATOR

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



ROBERT BENDORF
COUNTY ADMINISTRATOR

JOHN FLEMING
ECONOMIC DEVELOPMENT COORDINATOR

RUSS BROWN
COMMUNICATIONS & LEGISLATIVE AFFAIRS
COORDINATOR

GRACE M. MULL
MANAGEMENT ANALYST

TEENA CARLQUIST
EXECUTIVE ASSISTANT TO THE
COUNTY ADMINISTRATOR

August 12, 2011

USDA Forest Service
Attn: Christine Nota
650 Capitol Mall, Room 8-200
Sacramento CA 95814

Dear Ms. Nota:

As per the Secure Rural Schools and Community Self Determination (SRS) Act, as amended and reauthorized by Public Law 110-343 (the Act), the County of Yuba selects the "state payment" under the SRS Act. In particular, we request to set aside and allocate 15% to Title III funds from the 2011 payment.

Thank you for your attention to this matter. Please do not hesitate to contact this office if you have any questions

Sincerely,

A handwritten signature in black ink, appearing to be "RB", is written over a horizontal line.

Robert Bendorf
County Administrator

CC: Board of Supervisors
Mike Lee – Public Works Director
Agricultural Commissioner

Secure Rural Schools and Community Self-Determination Act of 2000 (SRS Act Public Law 106-393)

Federal Forest Reserve Payment Election – HR2389

Background: Since 1908, counties and school systems adjacent to national forests have received 25 percent of the gross receipts from the management of these lands (federal timber sales). These payments were established to compensate communities for the lack of taxes that would have otherwise been generated had the lands been in private ownership. As the volume of timber sales began to fall on national forest and BLM lands in the late 1980's, so did the amount of these payments, leaving many rural communities in severe economic straits.

The Secure Rural Schools and Community Self-Determination Act of 2000 (SRS Act), also known as "HR2389" changed the way counties received a portion of national forest revenue receipts annually generated by the federal government. The SRS Act was amended and reauthorized for fiscal years 2008 through 2011 and is pending amendment for fiscal years 2012 through 2017. SRS Act or HR 2389 is intended to reduce state dependence on natural resources to fund education and roads. The legislation identifies two ways a county can receive payment:

1. An annual "Safety Net Payment" based upon the State's average of its highest three years of forest receipts from 1986 through 1999, (individual payments to counties are allocated by State Controller's office). With this option, counties must elect to reserve (15-20%) of their full payment amount for special forest projects under Title II of the Act, county projects under Title III, or both. This option is guaranteed from 2008 through 2011.
2. Receive the traditional 25% of actual timber harvest receipts as specified in the 1908 legislation.

For the past several years the Yuba County Board of Supervisors has elected to receive the annual "Safety Net Payment" and selected 15% of Forest Reserve Funds received be allocated to county projects under Title III for fiscal years 2010/2011 and 2011/2012

In fiscal year 2001-2002 based on the full payment amount of \$231,268, the County School Service Fund received \$92,507, the County Road Fund received \$92,507 and the balance (20%) or \$46,254 went to trust fund #324 for Title III projects. Currently, there is approximately \$67,000 as fund balance that can be used for approved projects. Section 302 of the SRS Act

(HR 2389) identifies how the funds may be used by the County under Title III. The authorized uses are:

1. Search, Rescue, and Emergency Services: An eligible County or applicable Sheriff's department may use these funds as reimbursement for search and rescue and other emergency services, including fire fighting, performed on Federal lands and paid for by the County.
2. Community Service Work Camps: An eligible County may use these funds as reimbursement for all or part of the costs incurred by the County to pay the salaries and benefits of County employees who supervise adults or juveniles performing mandatory community service on Federal lands.
3. Easement Purchases: An eligible County may use these funds to acquire:
 - a. Easements, on a willing seller basis, to provide for non-motorized access to public lands for hunting, fishing, and other recreational purposes
 - b. Conservation easements; or
 - c. both
4. Forest Related Educational Opportunities: *A County may use the funds to establish and conduct forest-related after school programs.*
5. Fire Prevention and County Planning: *A County may use these funds for:*
 - a. *Efforts to educate homeowners in fire-sensitive ecosystems about the consequences of wildfires and techniques in home siting, home construction, and home landscaping, that can increase the protection of people and property from wildfires; and can increase the protection of people and property from wildfires; and*
 - b. *Planning efforts to reduce or mitigate the impact of development on adjacent Federal lands and to increase the protection of people and property from wildfires.*
6. Community Forestry: A County may use these funds towards non-Federal cost-share requirements of section 9 of the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2105).

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The County of Yuba

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

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



102-12

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yubaag@co.yuba.ca.us

KEVIN ROUSH
ASSISTANT
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES

To: Honorable Board of Supervisors
Protective Inspection Committee

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

Subject: Consider approval of Agreement with Applied Forest Management Inc. for Consultant Services to coordinate activities of the Yuba Watershed Protection and Fire Safe Council for Fiscal Years 2012/2013 and 2013/2014 and recommend authorization to the Chair of the Board to sign the Agreement

Date: March 27, 2012

Recommendation:

Consider approval of Agreement with Applied Forest Management Inc. for Consultant Services to coordinate activities of the Yuba Watershed Protection and Fire Safe Council for Fiscal Years 2012/2013 and 2013/2014 and recommend authorization to the Chair of the Board to sign the Agreement.

Background:

The Board has approved this Agreement for Consultant Services for the Yuba Watershed Protection and Fire Safe Council for the past six years. This is a continuation of an existing agreement with Applied Forest Management Inc. that will provide consultant services for Fiscal Years 2012/2013 and 2013/2014. By way of this agreement, Applied Forest Management Inc. will provide the services of a Fire Safe Coordinator. In a separate agenda item (March 27, 2012) the Board of Supervisors approved the Fire Safe Coordinator as a Title III project under the Secure Rural Schools and Community Self-Determination Act of 2000 (HR2389).

Discussion:

Approval of this Agreement will provide for the continuing services of the currently contracted Fire Safe Council Coordinator position. This will allow continued fire education and planning to occur in high fire risk areas of Yuba County for fiscal years 2012/2013 and 2013/2014.

Fiscal Impact:

This project is funded by Title III funds under the Secure Rural Schools and Community Self-Determination Act of 2000 (HR2389) which are already on deposit with the Yuba County Auditor Controller and requires no County General Funds.

Enclosure: Agreement

**AGREEMENT FOR
CONSULTANT SERVICES FOR
THE YUBA WATERSHED PROTECTION AND FIRE SAFE COUNCIL**



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

APPLIED FOREST MANAGEMENT, INC.,
a California Corporation,
("CONSULTANT")

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1 (hereinafter, the "Services"). CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-1 through A-4.

2. TERM.

Commencement Date: July 1, 2012

Termination Date: June 30, 2014

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

The Yuba County Agricultural Commissioner and HR2389 Project Director, is the representative of the COUNTY and will administer this Agreement for the COUNTY.

Stevan W. Andrews is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Disclosure Statement (page 4)
Attachment A – Services (page 5)
Attachment B – Payment (page 7)
Attachment C – Additional Provisions (page 8)
Attachment D – General Provisions (page 9)

9. TERMINATION. COUNTY and CONSULTANT shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2012.

"COUNTY"

"CONSULTANT"

COUNTY OF YUBA

APPLIED FOREST MANAGEMENT, INC.
A California Corporation

Chairman, Yuba County
Board of Supervisors

STEVAN W. ANDREWS
Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



RISK MANAGEMENT



DISCLOSURE STATEMENT

COUNTY hereby discloses that this agreement was prepared as a component of the project funded by the Secure Rural Schools and Community Self-Determination Act of 2000 (HR2389). The maximum funding for this agreement is in the amount of \$64,000.00 for Fiscal Years 2012/13 & 2013/14 (\$32,000 each fiscal year).



Agricultural Commissioner/HR2389
Project Director

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties shall be to coordinate the activities of the Yuba Watershed Protection & Fire Safe Council (the "COUNCIL"), as directed by the HR2389 Project Director and the COUNCIL, under authority of the Yuba County Board of Supervisors, which held a Public Hearing on February 7, 2006 and approved funding of a Fire Safe Coordinator position as a Title III project. The Coordinator position is intended to conduct fire safe education and planning for high fire risk areas of Yuba County. Those duties include the following:

Responsibility: CONSULTANT will work under the direction of HR2389 Project Director and in cooperation with the COUNCIL in coordinating the activities of the COUNCIL.

Specific Duties: CONSULTANT agrees to perform the following Services, which Services may be modified from time to time by CONSULTANT, HR2389 Project Director and COUNCIL, as the time and funds set forth in Attachment "B" will provide for; said Services being as prioritized and approved by the COUNCIL for completion under its 2005-2006 strategic operating plan:

Operations

1. Assist the COUNCIL's Chair/Facilitator in preparing for meetings. Prepare and email agenda packets and all supporting reports and documentation, and attend all meetings.
2. Attend all committee and Task groups meetings and provide assistance as required.
3. Communicate with other county Fire Safe Councils.

Grants

1. Perform the tasks (deliverables) required and funded by grants. Report progress to the COUNCIL through written monthly reports. Prepare periodic reports to grant funders as required.
2. Prepare a monthly Executive Summary for the COUNCIL on all grants in progress.

Projects

1. Work with the COUNCIL, CDF, local Fire Districts, and the community to develop and implement Community Coordinated Landscape Plans including the Yuba County All-Hazards Mitigation Planning effort.
2. Reengage local communities with the COUNCIL.
3. Provide general oversight and assistance in implementing a Community Defensible Space Chipping and Shredding Program.

Outreach

1. Conduct community awareness campaigns by speaking to community groups, preparing press releases, planning and conducting community events, television and radio interviews. Coordinate all press and public relations activities and inquiries related to the activities of the Council. Reply to requests and inquiries from the community.
2. Prepare flyers, brochures, posters and other materials to educate the public about fire safety.

A.2. TIME SERVICES RENDERED.

CONSULTANT shall provide services in a timely basis within the term of this Agreement.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

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

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE. Pursuant to Operative Provision 2. above, COUNTY shall pay CONSULTANT on a monthly basis, a contract fee not to exceed Two Thousand Six Hundred, Sixty Six Dollars, Sixty Six Cents (\$2,666.66) per month for CONSULTANT to perform Forty One Hours (41) per month in the provision of the services set forth in Attachment "A". CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed Sixty Four Thousand Dollars (\$64,000) without an amendment to this Agreement approved by the Yuba County Board of Supervisors.

B.2 TRAVEL COSTS. COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay COUNTY per diem rates in effect on the date of invoice upon presentation of invoices.

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

ATTACHMENT C

OTHER TERMS

C.1 FUNDING AVAILABILITY. CONSULTANT acknowledges that COUNTY is the recipient of funds which are being used to pay for the services of CONSULTANT. Should the funds become unavailable, COUNTY shall have the right to immediately terminate this agreement upon giving written notice of termination to CONSULTANT. This notice shall be effective starting with the date it is mailed.

C.2 CONFLICT OF INTEREST.

a. CONSULTANT certifies that CONSULTANT is aware the Political Reform Act (California Government Code section 81000 and following) prohibits CONSULTANT from using its official position to influence the making of any decision that will affect a financial interest of the CONSULTANT. A violation of the Political Reform Act subjects the CONSULTANT to administrative, civil, and criminal penalties. Additionally, California Government Code section 1090 prohibits employees and officers of the County from being financially interested in any grant_or contract made by them in their official capacity, and provides that any such grant_or contract is void from its inception. A violation of Government Code section 1090 is a felony and a conviction results in depriving the officer or employee from holding any office in the State of California.

b. CONSULTANT shall be subject to the terms of the Yuba County Conflict of Interest Code and shall be required to file a Statement of Financial Interest with the Yuba County Clerk prior to providing services pursuant to this Agreement, annually during the term of this Agreement, and within thirty days after the Agreement terminates. CONSULTANT shall be required to disclose all investments and business positions in business entities, sources of income and interests in real property within the County of Yuba and within two miles of the exterior boundaries of Yuba County.

ATTACHMENT D
GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be responsible for their own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement. CONSULTANT shall be an independent contractor and shall not be an employee of the COUNTY. COUNTY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement. COUNTY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

D.2 LICENSES, PERMITS, ETC. CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to COUNTY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding Operative Provision No. 9.

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

D.4 INSURANCE. CONSULTANT shall produce 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 CONSULTANT, his agents, representatives, employees or SUBCONTRACTORS. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

D.4.1 MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).

3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

D.4.2 MINIMUM LIMITS OF INSURANCE. CONSULTANT 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. |

If the CONSULTANT maintains higher limits than the minimums shown above, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

D.4.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D.4.4 OTHER INSURANCE PROVISIONS. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT 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 CONSULTANT'S insurance policy, or as a separate owner's policy.

2. For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

D.4.5 WAIVER OF SUBROGATION. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

D.4.6 ACCEPTIBILITY OF INSURERS. Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A:VII unless otherwise acceptable to the COUNTY.

D.4.7 VERIFICATION OF COVERAGE. CONSULTANT 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 effecting the coverage required by these specifications at any time.

D.4.8 SUBCONTRACTORS. CONSULTANT shall require and verify that all SUBCONTRACTORS maintain insurance meeting all the requirements stated herein.

D.5 INDEMNITY. CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or

negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, or employees, provided that this indemnification shall not apply to any damage or injury which is caused by the intentional or negligent acts of COUNTY, its elected and appointed councils, boards, commissions, officers, agents, or employees. This indemnification shall specifically survive the termination or expiration of this Agreement.

COUNTY shall defend, indemnify, and hold harmless CONSULTANT, its 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 COUNTY in the performance of its duties under this Agreement by COUNTY or any of COUNTY's elected and appointed councils, boards, commissions, officers, agents, or employees; provided that this indemnification shall not apply to any damage or injury which is caused by the intentional or negligent acts of CONSULTANT, its officers, agents, or employees. This indemnification shall specifically survive the termination or expiration of this Agreement.

D.6 CONSULTANT NOT AGENT. Except as COUNTY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.7 ASSIGNMENT PROHIBITED. CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.8 PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.9 STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

D.10 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code (107). For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital

shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the granting parties hereto. A taxable possessory interest may be created by this grant; 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.11 TAXES. CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

D.12 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

D.12.1 CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.12.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

D.12.3 COUNTY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT to the date of termination pursuant to this Agreement not to exceed the amount documented by CONSULTANT and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY or CONSULTANT may have in law or equity.

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

D.13 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex.

CONSULTANT shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.14 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.15 OWNERSHIP OF INFORMATION. Notwithstanding anything to the contrary contained herein, all professional and technical information and writings developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONSULTANT agrees to deliver reproducible copies of such documents to COUNTY on completion or termination of the services hereunder. The COUNTY agrees to defend, indemnify and hold CONSULTANT harmless from any claim arising out of reuse of such documents for other than this project or arising out of any change in or alteration of such documents by COUNTY to which changes CONSULTANT has not previously consented to in writing.

D.16 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.17 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.18 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.19 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.20 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.20.1 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.20.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.21 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.22 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.23 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.24 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.25 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.26 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.27 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.28 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.29 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.30 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.31 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 knowingly be employed in any capacity by CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

D.32 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":

Agricultural Commissioner
915 8th Street, Suite 127
Marysville, CA 95901

With a copy to:

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

If to "CONSULTANT":

Stevan W. Andrews
Applied Forest Management
200 Litton Drive, Suite 310
Grass Valley, CA 95945

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The County of Yuba

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

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




103-12

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

KEVIN ROUSH
ASSISTANT
AGRICULTURAL COMMISSIONER
DIRECTOR OF WEIGHTS & MEASURES

March 27, 2012

TO: Honorable Board of Supervisors, Yuba County
Protective Inspection Committee

FROM:  Louie B. Mendoza Jr., Agricultural Commissioner

SUBJECT: COMMITTEE APPROVAL OF RESOLUTION AUTHORIZING AGRICULTURAL
COMMISSIONER TO EXECUTE SPECIFIC ONGOING/NEW CONTRACTS,
AGREEMENTS, COOPERATIVE AGREEMENTS/GRANTS and/or MEMORANDUM OF
UNDERSTANDING FOR FISCAL YEAR 2012/2013 or MULTI-YEAR

Recommendation:

Consider approval of Resolution authorizing the Yuba County Agricultural Commissioner to execute specified ongoing/new contracts, agreements, cooperative agreements, grants and/or memorandum of understanding for Fiscal Year 2012/2013 or multi-year on behalf of the County of Yuba.

Background:

Yuba County Administrative Policy & Procedures Manual, Policy Number A-1, procedure 3 states, "It is the general policy of the County that all external documents (contract, leases, agreements, etc.) are to be executed by the Chairman of the Board of Supervisors. Exceptions should be properly authorized by the adoption of a resolution by the Board of Supervisors prior to execution of specific contracts, leases, agreements, etc. by the respective department head." In the past, the Agricultural Commissioner has been authorized through Resolution of the Board of Supervisors, to sign specific contracts and agreements.

Discussion:

The Agricultural Commissioner has historically sought out revenue sources to fund various activities of the department. These revenue sources typically require that Yuba County enter into contracts, agreements and cooperative agreements with the California Department of Food and Agriculture, Department of Pesticide Regulation, United States Department of Agriculture and other agencies/associations or private contractors. In the interest of efficiency the Yuba County Board of Supervisors has, in the past, authorized the Agricultural Commissioner to execute specified contracts and agreements on the behalf of Yuba County. In Fiscal Year 2011/2012 the Board of Supervisors made such authorization through their approval of Resolution No. 2011-28.

This is to request that the Yuba County Agricultural Commissioner be authorized to sign on behalf of Yuba County, specified revenue/expenditure contracts, agreements, cooperative agreements, grants and/or memorandum of understanding for Fiscal Year 2012/2013 or multi-year on behalf of the County of Yuba. Such contracts and agreements shall be handled in accordance with Yuba County Administrative Policy & Procedures Manual, Policy Number A-1.

Fiscal Impact:

Authorizing the Agricultural Commissioner to execute ongoing/new contracts, agreements, cooperative agreements, grants and/or memorandum of understanding for Fiscal Year 2012/2013 or multi-year is an efficiency matter which will save time for both the Board of Supervisors and the Commissioner.

Enclosure: Resolution

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



**RESOLUTION AUTHORIZING THE AGRICULTURAL)
COMMISSIONER TO EXECUTE CERTAIN CONTRACTS/) RESOLUTION NO. _____
AGREEMENTS/COOPERATIVE AGREEMENTS/GRANTS/)
MEMORANDUM OF UNDERSTANDING FOR FY 2012/2013)
OR MULTI YEAR AS LISTED BELOW)**

WHEREAS, on a periodic basis certain governmental agencies request that the County Agricultural Commissioner sign Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandum of Understanding for the provision of services to that governmental agency; and

WHEREAS, on a periodic basis certain private contractors/associations request that the County Agricultural Commissioner sign Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandum of Understanding for the provision of services to that private contractor; and

WHEREAS, it is in the interest of efficient and effective county government for the Board of Supervisors to authorize the Yuba County Agricultural Commissioner to execute certain Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandum of Understanding on behalf of Yuba County.

NOW, THEREFORE, BE IT RESOLVED that the Yuba County Agricultural Commissioner, be and hereby is authorized to execute on behalf of Yuba County certain Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandum of Understanding for FY 2012/2013 or multi-year, as listed below and subject to approval of County Counsel and County Risk Management.

A copy of each executed Contract, Agreement, Cooperative Agreement, Grants and/or Memorandum of Understanding shall be filed with the Clerk of the Board of Supervisors of the County of Yuba.

<u>Contract/Agreement/ Cooperative Agreement/Grant/ Memorandum of Understanding</u>	<u>Organization/Agency</u>
High Risk Pest Exclusion	California Department of Food & Agriculture (CDFA)
Japanese Dodder	CDFA and Private Contractors
Nursery Inspection	CDFA
California Organic Food	CDFA
Pierce's Disease Control Program/GWSS	CDFA
Asian Citrus Psyllid	CDFA and Private Contractors
Weed Management Area	CDFA
Egg Inspection	CDFA
Pest Detection Trapping	CDFA and Private Contractors
Sudden Oak Death (SOD)	CDFA
Light Brown Apple Moth (LBAM)	CDFA
Seed Certification/Inspection	CDFA and Cal. Crop Improvement Assoc. (CCIA)
Petroleum Program	CDFA - Measurement Standards
Weighmaster Program	CDFA - Measurement Standards
Pesticide Use Enforcement	California Environmental Protection Agency (Cal EPA)
Negotiated Work Plan	Department of Pesticide Regulation (CDPR)
Pesticide Use Reporting Agreement	CDPR/California Agricultural Commissioners and Sealers Association (CACASA)
Structural Fumigation Enforcement Agreement	Cal EPA, Department of Pesticide Regulation/Structural Pest Control Board
Small Hive Beetle (SHB)	California Bee Breeder's Association (CBBA)
Agricultural Products Certification	Private Contractors
Rice Pesticide Water Monitoring	California Rice Commission (CRC)
Heavy Capacity Weight Truck Agmnt -Weights & Measures-	County of Nevada/County of Sutter
U.S. Postal Inspection Program	County of Yolo
Annual Financial Plan for Wildlife Services (APHIS-WS)	United States Dept of Agriculture Animal & Plant Health Inspection Service Wildlife Srvcs. (USDA APHIS -WS)
Wildlife Specialist "Trapper" Program Grant Agreement	Yuba County Water Agency

PASSED AND ADOPTED this _____ day of _____
2012, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

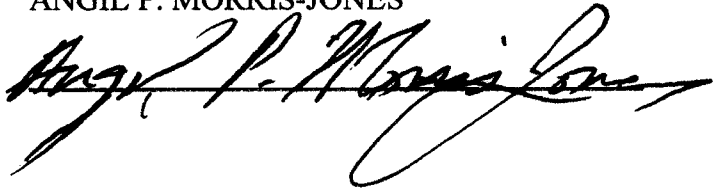
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



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