

# 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 8<sup>th</sup> Street, Marysville and [www.co.yuba.ca.us](http://www.co.yuba.ca.us). Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

**SEPTEMBER 18, 2012**

**9:20 A.M. FINANCE AND ADMINISTRATION COMMITTEE** - (Supervisors Stocker and Vasquez - Alternate Supervisor Nicoletti)

- A. Consider resolution to opt in to a Memorandum of Agreement between Regional Council of Rural Counties and California State Association of Counties, U.S. Forest Services and the Bureau of Land Management and appoint the Board Chairman as representative - County Administrator (Five minute estimate) (349-12)

**PUBLIC FACILITIES COMMITTEE** - (Supervisors Griego and Vasquez - Alternate Supervisor Nicoletti)

- A. Consider cost of living adjustment request from Elite Security for security services - Administrative Services (Five minute estimate) (350-12)

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

I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Griego

II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Stocker

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

A. Agricultural Commissioner

1. Adopt resolution approving grant application with National Rifle Association Foundation State Fund Committee General Grant to allow pheasant purchase for 2013 pheasant hunt and authorizing Agricultural Commissioner to execute grant documentation.(351-12)

B. Board of Supervisors

1. Cancel December 4, 2012 Board meeting to allow members to attend Association of California Water Agencies Conference December 4 - 7, 2012. (No background material) (352-12)

C. Community Development and Services

1. Adopt resolution authorizing submission of transportation claim for funds from the Transportation Development Act of 1971 as amended. (353-12)
2. Accept 2011 Rubberized Chip Seal Project as complete and authorize Public Works Director to sign and record notice of completion. (354-12)
3. Adopt resolution authorizing purchase of one single family residence identified as APN 019-470-030 and authorizing the Director to execute all necessary documents for purchase, rehabilitation and resale. (355-12)

D. Health and Human Services

1. Approve agreement with Yuba College for the Independent Living Program and authorize the Chair to execute. (Human Services Committee recommends approval) (356-12)
2. Approve agreement with Yuba County Special Education Local Plan Area for referrals and services and authorize the Chair to execute. (Human Services Committee recommends approval) (357-12)

E. Human Resources and Organizational Services

1. Adopt resolution adopting the Departmental Position Allocation Schedule in its entirety as it relates to the 2012-2013 Fiscal Year Budget. (358-12)

F. Probation

1. Adopt resolution approving an agreement with Board of State and Community Corrections for an Anti Drug Abuse program and authorizing the Chief Probation Officer to execute documents as required, acceptance and transfer of funds, and all extensions and amendments. (359-12)

IV. **SPECIAL PRESENTATION**

- A. Present proclamation to Marysville City Manager Stephen Casey on his retirement. (No background material) (Five minute estimate) (360-12)

- B. Receive presentation from Recology Yuba Sutter on Whatbin.com project. (Ten minute estimate) (361-12)

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

VI. **COUNTY DEPARTMENTS**

A. Community Development and Services

1. Approve cooperative agreement with Caltrans for use of county roads as a detour route during construction of State Route 20 and 70 road rehabilitation project in the City of Marysville. (Land Use and Public Works Committee recommends approval) (Ten minute estimate) (362-12)

B. County Administrator

1. Approve amendment to the public defender services agreement assigning rights and duties to Brian J. Davis on October 1, 2012 and authorize the Chair to execute same. (Ten minute estimate) (363-12)
2. Approve letter of agreement with Superior Court of California for Grand Jury services and authorize the Chair to execute same. (Ten minute estimate) (364-12)

VII. **ITEM OF PUBLIC INTEREST**

- A. Consider request from Tsi-Akim Maidu tribe to waive all fees, for usage of park and camping sites at Sycamore Ranch for the 14th Annual Indigenous Peoples Days event October 5 - 8, 2012; construction of a bark house, and take action as appropriate. (Fifteen minute estimate) (365-12)

VIII. **CORRESPONDENCE** - (366-12)

- A. Annual report from Yuba County Commission on Aging dated June 13, 2012.
- B. Letter from Wheatland River Associates regarding Bear River Apartments.
- C. Local Agency Biennial Notices advising no amendment is required to the conflict of interest code from Loma Rica/Browns Valley Community Services District, Foothill Fire Protection District and Yuba County Resource Conservation District.
- D. Notice from United States Department of Agriculture/Tahoe National Forest regarding an amended plan for the Camp Project located in Yuba County.
- E. Letter from Child Care Planning Council enclosing activities and accomplishment for Fiscal Year 2011-2012.
- F. Notice from Office of the Governor calling a Special Election January 8, 2013.

G. Letter from Fremont-Rideout Health Group regarding notice of mass layoff of approximately 44 employees.

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

X. **ADJOURN**

**1:30 P.M. YUBA COUNTY BOARD OF SUPERVISORS FINAL BUDGET HEARINGS FISCAL YEAR 2012-2013**

**3:00 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY**

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 two full business days 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**

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Finance and Administration Committee





# The County of Yuba

## Office of the County Administrator

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

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

DATE: September 18, 2012  
 TO: Finance and Administration Committee  
 FROM: Russ Brown, Legislative Affairs Coordinator  
 SUBJECT: Resolution to Opt In to RCRC/CSAC Memorandum of Agreement with U.S. Forest Service and Bureau of Land Management

**Recommended Action:** Approve resolution to opt in to Memorandum of Agreement between RCRC, CSAC, the U.S. Forest Service and the Bureau of Land Management that will enhance mutual communications; appoint Board Chair as representative.

**Background & Discussion:** Yuba County shares a long partnership with the U.S. Forest Service and the Bureau of Land Management in the stewardship of federal public lands and national forests. Similar partnerships can be found among counties throughout the state, and in virtually every case the greatest struggle has been in maintaining clear communications between local and federal entities.

In an effort to improve interagency relationships, CSAC and RCRC entered into a Memorandum of Agreement with the USFS and BLM to facilitate early and frequent communications between these federal agencies and counties. The MOA is intended to establish enhanced mutual communications between USFS, BLM, and county governing bodies to assure consistency in process and outcomes among all parties. Through this agreement, regular and consistent communications is intended to build positive working relationships, while maximizing trust and minimizing misunderstanding and potential conflicts.

The key to making this MOA work is for counties to designate a contact – a consistent position in the county – that would be the ongoing contact for the USFS and BLM. These federal agencies will each designate a contact from their field offices that serve Yuba County. The county contact will then meet separately with the USFS and BLM contacts to discuss the MOA and lay the groundwork to discuss and resolve issues related to overall land management, as needed.

To participate in the MOA, the Board of Supervisors must approve a resolution and designate someone to be the point of contact for each of the two federal entities. The Board Chairman, as lead representative for the full Board, is the recommended assigned county representative to both federal entities.

**Fiscal Impact:** None

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

<b>RESOLUTION AUTHORIZING YUBA COUNTY TO OPT INTO REGIONAL COUNCIL OF RURAL COUNTIES/CALIFORNIA STATE ASSOCIATION OF COUNTIES MEMORANDUM OF AGREEMENT WITH THE U.S. FOREST SERVICE AND BUREAU OF LAND MANAGEMENT</b>	) ) ) ) ) ) )	<b>RESOLUTION NO. _____</b>
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**WHEREAS**, Yuba County wishes to improve/enhance the working relationship between the United States Forest Service, the Bureau of Land Management and the County; and

**WHEREAS**, Yuba County recognizes the need for a communications framework to ensure consistency within such working relationships; and

**WHEREAS**, Yuba County acknowledges the utility of the Memorandum of Agreement (MOA) between Regional Council of Rural Counties (RCRC), California State Association of Counties (CSAC), the United States Forest Service (USFS) and the Bureau of Land Management (BLM) in accomplishing this goal; and

**WHEREAS**, the MOA is an additional tool that counties can utilize to improve/enhance the relationship between Yuba County, the United State Forest Service and the Bureau of Land Management; the MOA in no way jeopardizes or otherwise infringes upon the current legal rights of counties or the existing legal obligations of the United States Forest Service under the Planning Rule to their local government partners; and

**WHEREAS**, Yuba County believes that the use of this MOA will improve/enhance the existing relationship between it and both the United States Forest Service and the Bureau of Land Management and hopes that the clarity and stability that it will bring to the communications between this County and these federal land management entities will benefit the people and the communities within Yuba County.

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

1. Adopts the tenets provided by the Memorandum of Agreement between RCRC, CSAC, USFS, and BLM for utilization by Yuba County;
2. Hereby invokes the terms of the MOA with the Tahoe National Forest Ranger District Office in Camptonville, CA and the Bureau of Land Management Mother Lode Field Office in El Dorado Hills, CA; and
3. Designates the Chair of the Yuba County Board of Supervisors as the point of contact between Yuba County and both the Tahoe National Forest Ranger District Office in Camptonville, CA and the Bureau of Land Management Mother Lode Field Office in El Dorado Hills, CA.

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:

YUBA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Hal Stocker, Chairman

By: \_\_\_\_\_

ATTEST: Donna Stottlemeyer  
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM:

By: Pat Morris-Jones  
Angil P. Morris-Jones, County Counsel




Public Facilities Committee







## Administrative Services Memorandum

**To:** Public Facilities Committee  
**CC:** Robert Bendorf, County Administrator   
**From:** Doug McCoy, Director, Administrative Services  
**Date:** September 6, 2012  
**Re:** Elite Security price increase request

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### Recommendation

It is recommended that the Board of Supervisors consider the attached Cost of Living Adjustment request from Monty Hecker of Elite Security, for security services and directs the Purchasing Agent to execute a contract amendment for this change.

### Background

In the fall of 2010, the County renewed its contract with Elite Security for uniformed physical security presence at County facilities. The contract agreed to a fixed hourly rate for services and did not include a cost escalator for annual or periodic increases. We further agreed to a maximum annual contract expense of \$314,580. We are currently averaging less than \$190,000 per year.

### Discussion

Elite is asking for an increase of either \$.40 per hour or at least a cost of living increase. According to the Bureau of Labor Statistics, a COLA adjustment based on the start date of the contract to current would equal a 5% increase.

### Financial Impact

The County currently pays a base rate of \$13.44/hour for security services. A 5% increase would equate to \$14.11/hour.

California Security Service Inc.

DBA



**Universal Security**

5548 Feather River Blvd.

Olivehurst, California 95961

Phone: (530) 749-0280 Fax: (530) 741-9194

License # PPO 14694/Small Business & DVBE #0032131

Business hours: Mondays through Saturdays 8:30 a.m. to 5:00 p.m.

August 28, 2012

Re: Cost of Living Request

In October 2010, our employees agreed to accept a reduced rate of pay so we could retain the County contract and continue to offer employment to these men and women. We think they have done an exemplary job since then even though they have been earning less. It has been almost two years since that reduction in pay. As the contract is written, Elite Universal Security cannot afford to increase their wages without County cooperation. We respectfully request an increase of \$.40/hour or a cost of living expense based on the Consumer Price Index so we can keep these trained men and women on your job. We would appreciate an opportunity to discuss this matter.

Sincerely,

Monty D. Hecker  
President



*CONSENT*  
*AGENDA*

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# The County of Yuba

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## Fish and Game Commission

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**TO:** Yuba County Board of Supervisors

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

**SUBJECT:** AUTHORIZE AND ADOPT RESOLUTION APPROVING THE GRANT APPLICATION WITH NATIONAL RIFLE ASSOCIATION (NRA) FOUNDATION STATE FUND COMMITTEE GENERAL GRANT TO ALLOW PHEASANT PURCHASE FOR THE 2013 PHEASANT HUNT FOR JUNIORS, WOMEN AND MOBILITY IMPAIRED AND AUTHORIZE THE AGRICULTURAL COMMISSIONER TO EXECUTE GRANT DOCUMENTATION

**DATE:** September 4, 2012

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

**Background:** With the Board of Supervisor's approval to execute the grant documentation, the Application for Grant will be completed by the Yuba County Agricultural Commissioner on behalf of the Yuba County Fish and Game Advisory Commission. The Grant, in the amount of \$7,500, will be used to purchase pheasants for the 2013 Juniors, Women and Mobility Impaired Pheasant Hunt to be scheduled during October of 2013.

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

**Fiscal Impact:** None - This expenditure has been included in the Fish and Game Commission budget for the 2012/13 fiscal year.

**Committee Impact:** The Protective Inspection Committee was bypassed since the item is a routine grant. This will be the third year of application for the grant.

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

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

**RESOLUTION RATIFYING AND APPROVING ) RESOLUTION NO. \_\_\_\_\_**  
**THE SUBMITTAL OF AN APPLICATION FOR )**  
**A NATIONAL RIFLE ASSOCIATION GRANT )**  
**BY THE YUBA COUNTY AGRICULTURAL )**  
**COMMISSIONER ON BEHALF OF THE FISH )**  
**AND GAME COMMISSION TO EDUCATE )**  
**INDIVIDUALS ABOUT HUNTING SAFETY )**  
**AND MARKSMANSHIP AND AUTHORIZING )**  
**THE AGRICULTURAL COMMISSIONER TO )**  
**EXECUTE ANY DOCUMENTS REQUIRED )**  
**AND/OR RELATED TO THE APPLICATION )**  
**AND ADMINISTRATION OF THE GRANT. )**

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

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

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

**WHEREAS,** the NRA FOUNDATION State Fund Committee General Grant will provide the necessary funds to purchase pheasants for the 2013 Pheasant Hunt(s) for Juniors, Women and Mobility Impaired; and

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

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

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by the Board of Supervisors of the County of Yuba, State of California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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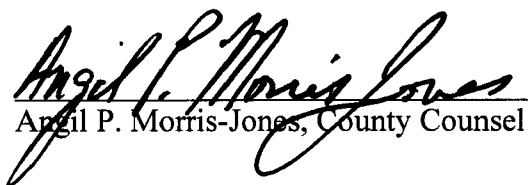
Hal Stocker, Chair  
Yuba County Board of Supervisors

ATTEST:

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Donna Stottlemeyer  
Clerk of the Board

APPROVED AS TO FORM:  
COUNTY COUNSEL

  
Angel P. Morris-Jones, County Counsel



# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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



353-12

749-5440 • Fax 749-5464

**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**  
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**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

**PARKS AND RECREATION**  
749-5430 • Fax 749-5434

To: Board of Supervisors

From: Michael G. Lee, Public Works Director

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

Date: September 18, 2012

### Recommendation

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

### Background/Discussion

Attached is the Annual Transportation Claim for funds from the Transportation and Development Act of 1971 as amended by SB 1335 approved June 25, 1982. The amount for the fiscal year 2012/2013 is \$931,104. This total includes:

Streets and Roads Claim	409,359.00
Yuba-Sutter Transit Authority	493,812.00
SACOG Planning	27,933.00

This request has been made in accordance with information provided by Yuba-Sutter Transit Authority that the above-mentioned funding is needed for fiscal year 2012/2013 to meet their transit needs.

### 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.

**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 <sup>th</sup> 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:**

\$437,292	FY 2012/2013
	FY
	FY
	FY
	FY

**STA:**

FY
FY
FY
FY
FY

Submitted by:



, Michael G. Lee

Title:

Public Works Director

Date:

August 28, 2012

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**Claimant: County of Yuba, Department of Public Works**

**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"

<b>Fiscal Year</b>	<b>Project Title</b>	<b>Amount Approved</b>		<b>Expenditures</b>		<b>Project Status</b>
2011/2012	Article 8 – Section 99400 (a) for Streets & Roads, Routine Maintenance	351,488		351,488		Complete
2011/2012	SACOG Planning	21,860		21,860		Complete
<b>TOTAL</b>		<b>\$ 373,348</b>	<b>\$</b>	<b>\$ 373,348</b>	<b>\$</b>	

**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 2012/2013

in the amount of \$ 437,292.00 (LTF) and \$ 0.00 (STA)

for a total of \$ 437,292.00 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 8/29/12

**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 2012-2013
- (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 2012-2013 maximum eligibility for moneys from the Local Transportation Fund and State Assistance Fund, as defined in Section 6634 is \$ 437,292.00

Signature of Chief Financial Officer



Agency Name County of Yuba

Date

8/29/12

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

**RESOLUTION AUTHORIZING SUBMISSION )  
OF 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 2012/2013 of \$931,104; this total amount includes the sum required for Yuba-Sutter Transit Authority transit needs in the amount of \$493,812, and

**WHEREAS,** the funds required to meet the requirements of fiscal year 2012/2013 of the Yuba-Sutter Transit Authority can be met from the sum of \$493,812, the sum of \$409,359 can be utilized for street and road purposes, and the remaining sum of \$27,933 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 an Annual Transportation Claim to the Sacramento Area Council of Governments for \$931,104; such funds to be used for purposes indicated in claim with \$493,812 apportioned

to Yuba-Sutter Transit Authority, \$409,359 for street and road purposes, and \$27,933 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:

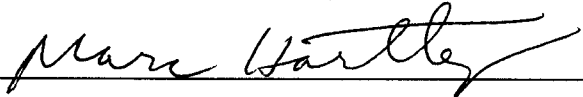
ABSTAIN:

\_\_\_\_\_  
HAL STOCKER, CHAIRMAN

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

APPROVED AS TO FORM: COUNTY COUNSEL  
ANGIL MORRIS-JONES

  
\_\_\_\_\_



# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

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

915 8<sup>th</sup> Street, Suite 123

Marysville, California 95901

[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



354-12

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**PUBLIC WORKS • SURVEYOR**  
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**FINANCE AND ADMINISTRATION**  
749-5430 • Fax 749-5434

September 18, 2012

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS *For you  
FOR ML*

SUBJECT: Accept 2011 Rubberized Chip Seal 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:

Intermountain Slurry Seal was awarded the contract for the 2011 Rubberized Chip Seal Project on August 23, 2011. The project consisted of placing rubberized chip seal, traffic striping, pavement markings and markers in Johnson Park, Edgewater, College View and Dantoni Ranch Subdivisions.

### 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 the project was included in the Public Works Budget, and the request is routine in nature.

### FISCAL IMPACT:

This project was funded through Road Fund, CSA 52 & 52B, and Cal Recycle RAC Grant.

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone – (530) 749-5430 • Fax – (530) 749-5424

915 8<sup>th</sup> Street, Suite 123

Marysville, California 95901

www.co.yuba.ca.us



749-5440 • Fax 749-5616

**CODE ENFORCEMENT**

749-5455 • Fax 749-5424

**ENVIRONMENTAL HEALTH • CUPA**

749-5450 • Fax 749-5454

**HOUSING & COMMUNITY SERVICES**

749-5460 • Fax 749-5464

**PLANNING**


749-5470 • Fax 749-5434

**PUBLIC WORKS • SURVEYOR**

749-5420 • Fax 749-5424

**Date:** September 18, 2012

**To:** Yuba County Board of Supervisors

**From:** Sean Powers, Director of Finance and Administration 

**Subject:** Acquisition of Single Family Residence APN 019-470-030 for the Neighborhood Stabilization Program

### Recommendation:

Adopt the attached resolution authorizing the Community Development Director to complete the purchase of single family residence APN 019-470-030 as part of the Neighborhood Stabilization Program and execute all documents needed for completion of purchase, rehabilitation, and resale.

### Background:

The goal of the County of Yuba Neighborhood Stabilization Program is to stabilize property values and homeownership rates in neighborhoods impacted by foreclosures. The County of Yuba has been awarded \$4,265,711.00 under the Neighborhood Stabilization Program allocation per agreement 11-NSP3-8112 for acquisition, rehabilitation, and resale single family homes. The activities are to be performed in the census tract number 0403.00 in the following areas of Marysville and Linda.

### Discussion:

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

This property is located at the following address:

APN 019-470-030 1594 Pond View Drive, Marysville, CA 95901

**Committee Action:**

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

**Fiscal Impact:**

The purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program. The purchase price of APN 019-470-030 is estimated to be \$155,000.

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

**RESOLUTION AUTHORIZING YUBA COUNTY )  
COMMUNITY DEVELOPMENT AND SERVICES )  
AGENCY DIRECTOR OR HIS DESIGNEE TO )  
COMPLETE THE PURCHASE OF SINGLE FAMILY )  
RESIDENCE APN 019-470-030 AS PART OF THE )  
NEIGHBORHOOD STABILIZATION PROGRAM )  
AND EXECUTE ALL DOCUMENTS NEEDED FOR )  
COMPLETION OF PURCHASE, REHABILITATION )  
AND RESALE. )**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Yuba County was awarded Neighborhood Stabilization Program funds per agreement 11-NSP3-8112 with the Department of Housing and Community Development on April 30, 2012 and is authorized to conduct activities in housing acquisition, rehabilitation, and resale of single family homes; and

**WHEREAS**, these activities are to be performed in the census tract number 0403.00 in the following areas of Marysville and Linda; and

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

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

**WHEREAS**, the purchase and rehabilitation costs will be covered by the Neighborhood Stabilization Program funds in accordance with the requirements established by the State of California Neighborhood Stabilization Program and the purchase price of APN 019-470-030 is estimated to be \$155,000.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors authorizes the Yuba County Community Development and Services Agency Director or his designee to complete the purchase, rehabilitation and resale of APN 019-470-030 and execute any necessary documents, subject to County Counsel review.

**PASSED AND ADOPTED** at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the \_\_\_\_\_ day of \_\_\_\_\_, 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:

  
\_\_\_\_\_

# The County of Yuba

## HEALTH & HUMAN SERVICES DEPARTMENT

**Suzanne Nobles, Director**

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




356-12

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

Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

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

**DATE:** September 18, 2012

**SUBJECT:** Agreement with Yuba College for Services for the Independent Living Program (ILP)

**RECOMMENDATION:** Approval by the Board of Supervisors of the Agreement between Yuba County, on behalf of its Health and Human Services Department, and Yuba Community College for services for the ILP program in the amount of \$78,713.00 for the term of July 1, 2012 through June 30, 2013 is recommended.

**BACKGROUND:** ILP provides services to youths in foster care between the ages of 16 years to 18 years of age and can be extended to youths up to 21 years of age who were in foster care at the time of their 18<sup>th</sup> birthday. The services, which train and assist these youths in successfully transitioning into adulthood and out of the foster care living environment, include: training in employment preparation and attainment, securing housing, money management, and instruction on computer assembly as well as use of various computer applications. Additionally, the services provide focus on increasing and supporting the self-image and self-esteem of participating youths and provides them with the opportunity to connect with activities they may not have had exposure to such as community services, the arts, and other positive avenues. Since July 2000, Yuba County has contracted with Yuba College to provide these services for ILP. This is a renewal of that Agreement.

**DISCUSSION:** The ILP program is designed for youths to participate in weekly training activities, which cover a wide range of areas to meet the goals of the program, as well as attend a computer camp. The activities, incentives, and training areas are developed through the collaborative efforts of foster parents with youth in ILP, Child Welfare Services staff of Sutter and Yuba Counties, Yuba Community College staff and emancipated youth who have participated in the ILP program.

**COMMITTEE:** The Human Services Committee recommended approval on September 11, 2012

**FISCAL IMPACT:** Approval of this Agreement with Yuba Community College for services for the ILP program will not impact County General Funds. The \$78,713.00 in costs for these services will be funded through the ILP Service allocation.

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for services ("Agreement") for the Independent Living Program (ILP) is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), on behalf of its Health and Human Services Department ("YCHHSD"), and Yuba College ("CONTRACTOR").

The purpose of this Agreement is to set forth the respective responsibilities between both parties relative to the Independent Living Program (ILP). An ILP allocation is provided by the State to counties to provide services to foster care youth between the ages of 16 years to 18 years old. Such services can be extended up to the age of 21 to youths who were in foster care at the time of their eighteenth birthday. The purpose of the program is to provide services that will train and assist the youth in successfully transitioning into adulthood and out of the foster care environment; such as employment preparation and skills necessary to secure a job, how to secure housing, how to develop a monthly budget which shows both expenses and income, and knowledge of local resources in their community which they may access. The ILP program is further intended to increase and support the youth's self-esteem and provide them with activities to which they may not otherwise have exposure, such as community service, the arts, and other positive venues that they may use to enhance their life while living on their own.

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

### OPERATIVE PROVISIONS

#### 1. SERVICES.

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

#### 2. TERM.

Commencement Date: July 1, 2012

Termination Date: June 30, 2013



The term of this Agreement shall become effective on July 1, 2012, and shall continue in force and effect for a period of one (1) year, unless sooner terminated in accordance with the terms of this Agreement.

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

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

### **3. PAYMENT.**

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

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

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

### **5. ADDITIONAL PROVISIONS.**

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

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## **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. CONFIDENTIALITY PROVISIONS.**

At no time shall CONTRACTOR's employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONTRACTOR and its employees, agents, and representatives shall protect such information and treat it as strictly confidential. CONTRACTOR must maintain compliance with confidentiality regulations in accordance with Welfare and Institutions Code, Section 10850 and 5328 and as set forth in Attachment "F".

## **8. DESIGNATED REPRESENTATIVES.**

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

## **8. ATTACHMENTS.**

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Confidentiality Provisions and Statements
- Attachment G – Independent Living Program Budget
- Attachment H – Cost Justification – Weekly ILP Class Fee
- Attachment I - Invoice Format
- Attachment J - Monthly Statistical Report

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on September 18, 2012.

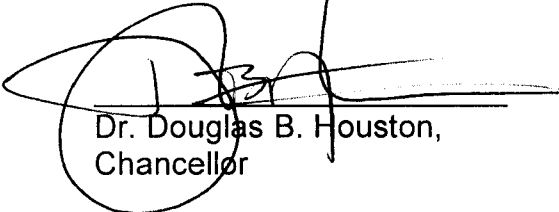
"COUNTY"

"CONTRACTOR"

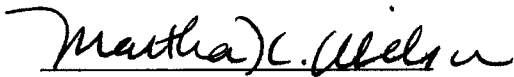
COUNTY OF YUBA

YUBA COLLEGE


\_\_\_\_\_, Chair Hal Stocker  
Yuba County Board of Supervisors

  
Dr. Douglas B. Houston,  
Chancellor

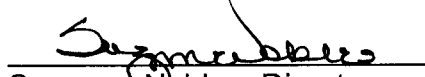
INSURANCE PROVISIONS  
APPROVED

  
Martha K. Wilson,  
Risk Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL

  
Angil Morris-Jones  
County Counsel

RECOMMENDED FOR APPROVAL:

  
Suzanne Nobles, Director  
Yuba County Health and  
Human Services Department

## **ATTACHMENT A**

### **A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by both parties include the following:

#### **A.1.1. CONTRACTOR shall:**

- A. Provide weekly training to former and current foster care youths beginning between the ages of 16 and 18 and continuing up to age 21. Trainings shall be conducted in two classroom settings with ILP youths assigned on the basis of competency areas.
- B. Select, secure and schedule presenters for weekly trainings.
- C. Arrange site support, including equipment, presentation materials and refreshments as appropriate for the trainings.
- D. Select, secure and schedule activities.
- E. Develop, print, mail, and e-mail all activity announcements to the ILP youth as well as their foster parents.
- F. Register participants for the planned enrichment activities.
- G. Arrange for lodging when needed for participants and/or presenters.
- H. Purchase computer, printer, and other necessary equipment and provide two days of training on how to operate the computer and printer for ten (10) identified ILP youths during each fiscal year of the term of this Agreement.
- I. Provide at least two one-day retreats for selected ILP youth which includes trainings, site support, and meals.
- J. Plan, facilitate, and carry out all activities for the ILP program. Additionally, CONTRACTOR shall identify new and emerging activities, ideas, and issues surrounding the youth in regards to the ILP program which would benefit the youth and strengthen their resources.
- K. CONTRACTOR shall meet and confer on a monthly basis with YCHHSD staff, Workforce Investment Act (WIA) staff and other

adults who participate in the weekly trainings or activities.

- L. Provide qualified American Sign Language interpreting services to hearing impaired ILP youths during ILP training, retreats, and associated activities. Additionally, the interpreters will have had adequate training, experience, and certifications or screening as necessary to interpret in a variety of settings for hearing-impaired individuals.

**A.1.2. YCHHSD shall:**

- A. Mail and e-mail letters and flyers to promote participation in the activities.
- B. Provide input on activity content.
- C. Attend and support the weekly ILP trainings as well as the enrichment activities.
- D. Meet and confer regularly with CONTRACTOR staff and other interested parties.
- E. Maintain ongoing communication and coordination between the youth in the ILP program and CONTRACTOR staff.

**A.2. TIME SERVICES RENDERED.**

The trainings shall be conducted by CONTRACTOR in the identified areas of competency on a weekly basis on Wednesday evenings during the term of this Agreement.

**A.3. MANNER SERVICES ARE TO BE PERFORMED.**

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

**A.4. FACILITIES FURNISHED BY COUNTY.**

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

## **ATTACHMENT B**

### **PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee not to exceed Seventy-Eight Thousand Seven Hundred Thirteen Dollars (\$78,713.00), as specified in Attachment G – Independent Living Program Budget. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Seventy-Eight Thousand Seven Hundred Thirteen Dollars (\$78,713.00), without an amendment to this Agreement approved by the Yuba County Board of Supervisors.

### **B.2 FISCAL PROVISIONS.**

**B.2.1** Payment for services rendered pursuant to this Agreement shall be made after the invoice is received from CONTRACTOR. CONTRACTOR shall submit quarterly invoices (with back-up documentation for all direct service charges attached) in a format in accordance with Attachment I – Invoice Format to COUNTY after completion of services but no later than the tenth (10th) day of the month following provision of services.

**B.2.1.1** For services rendered for the quarter of April through June during the term of this Agreement, CONTRACTOR shall submit a quarterly invoice in accordance with the format specified in Attachment I – Invoice Format, based upon the actual services rendered in the months of April and May and estimated costs of services to be rendered in June no later than June 10th. CONTRACTOR shall submit a final quarterly invoice based on actual costs of services rendered no later than the tenth (10<sup>th</sup>) day of the month following the provision of services. YCHHSD shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, either CONTRACTOR shall reimburse YCHHSD the entire amount overpaid immediately upon receipt of written notice by YCHHSD or the amount overpaid shall be offset against future invoice payments, whichever YCHHSD prefers.

**B.2.2** CONTRACTOR agrees to submit a Monthly Statistical Report (Attachment J) for each month of the payment period for which a

quarterly invoice is submitted for payment. The Monthly Statistical Report shall provide the statistical information requested pertaining to the provision of services rendered for which payment is being requested

**B.3 TRAVEL COSTS.** COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

**B.4 AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

## **ATTACHMENT C**

### **ADDITIONAL PROVISIONS**

**C.1 FUNDING.** CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and unenforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

**C.2 HEALTH AND SAFETY STANDARDS.** CONTRACTOR agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

CONTRACTOR shall ensure that appropriate standards of health and safety in work and training situations shall be maintained and energy efficiency standards as stated in the State Conservation Plan (Title 24, California Code of Regulations) shall be maintained.

CONTRACTOR shall comply with Section 306 of the Clean Air, Section 508, Executive Order 11738 and Environment Protection Regulations.

**C.3 DRUG FREE WORKPLACE.** CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

**C.4 INSPECTION.** CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

**C.5** CONTRACTOR has been selected to receive a portion of the Independent Living Allocation for the ILP program through its affiliation with the state community college system. The Independent Living Program shall provide services in accordance with the provisions of this Agreement and all exhibits attached hereto.

**C.6** In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the State of California Department of Social Services (CDSS) regulations and Yuba County's policies and procedures to the extent each apply to CONTRACTOR.



**C.7** The Children's Welfare Services Program Manager on behalf of COUNTY shall be the primary contact with CONTRACTOR. The CONTRACTOR's Project Director for ILP shall be the primary contact with COUNTY.

**C.8** If the regulations promulgated to the Independent Living funds are revised, CONTRACTOR shall comply with such revisions.

**C.9** In the event of any termination, all property or unfinished documents, photographs, data, studies and reports, or unused supplies prepared or purchased by CONTRACTOR under this Agreement shall be disposed of in accordance with policies set by COUNTY. In addition, any tools and/or equipment furnished to CONTRACTOR by COUNTY and/or purchased with funds pursuant to this Agreement shall be limited to the use pursuant to this Agreement and shall remain the property of COUNTY. Upon termination of this Agreement, CONTRACTOR shall immediately return such tools and/or equipment to COUNTY or dispose of them in accordance with the policies of COUNTY. CONTRACTOR shall be given the opportunity to purchase any or all the furniture, equipment and computers at the value determined by COUNTY pursuant to Government Code 25363, 25365, and 25504, as appropriate.

**C.10** At the expiration of the term of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for this purpose of the Agreement shall revert to COUNTY.

**C.11 CASH MANAGEMENT.** CONTRACTOR shall establish such fiscal controls and fund accounting procedures as required by State and COUNTY regulations to assure the proper dispersal of and accounting for FCE funds paid to COUNTY by the CDSS.

- a) COUNTY may observe and monitor all conditions and activities of this Agreement.
- b) The Federal Government, County of Yuba, State of California or its designee shall have the right to investigate, examine and audit all records, books and papers or documents related to the conduct of this program funded by this Agreement.
- c) CONTRACTOR shall maintain such program and fiscal records and make such program statistical fiscal records as are required by COUNTY. CONTRACTOR agrees to comply with procedures established by COUNTY regarding timely completion and submission of required reports.
- d) CONTRACTOR agrees to retain all fiscal records, invoice documentation and property records pertinent to this Agreement for a period of not less than five (5) years following the termination date of this Agreement.

- e) CONTRACTOR shall ensure completion of a financial audit after the completion of this Agreement. The contractor's single audit, as prescribed in Public Law 98-502, shall fulfill the financial auditing requirement of the CDSS Manual of Policies and Procedures, Section 23-640.2. CONTRACTOR shall provide COUNTY with a copy of the final audit of this activity.
- f) CONTRACTOR shall maintain daily time study reports as required by COUNTY.
- g) Property procured with ILP funds shall be used for the specified purposes. CONTRACTOR shall adhere to procedures and recording requirements as may be published by the Federal Government, State of California, and/or COUNTY in order to maintain accountability for property.
- h) CONTRACTOR shall be liable for all amounts which are determined to be due by the Federal Government and/or the State of California including, but not limited to, disallowed costs that are a result of CONTRACTOR's or its contractors conduct under this Agreement. CONTRACTOR shall be notified and shall participate in any controversy or proceeding between COUNTY and the State of California and/or the Federal Government arising from this Agreement.

**C.12 STANDARD OF CONDUCT.** Every reasonable course of action shall be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from personal, financial or political gain. CONTRACTOR, its executive staff and employees, in administering this Agreement shall avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

**C.13 CHILD ABUSE/ADULT ABUSE.** CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

**C.14 CIVIL RIGHTS.** CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in

Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information.

**C.15 DEBARMENT.** COUNTY has verified that the CONTRACTOR does not hold any debarment or suspension filings as verified at [www.epls.gov](http://www.epls.gov). If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

## **ATTACHMENT D**

### **GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

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

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

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

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

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

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

**D.11.3** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**D.29 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this

Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

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

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

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

If to "COUNTY":

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

With a copy to:

County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

If to "CONTRACTOR":

Yuba College  
Attn: Dr. Douglas B. Houston, Chancellor  
2088 North Beale Rd  
Marysville, CA 95901

## ATTACHMENT E

### INSURANCE PROVISIONS

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

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

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with a coverage form subject to COUNTY approval.

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

- |  |   |  |
|--|---|--|
| 1. General Liability:<br>(including operations,<br>products and<br>completed<br>operations.) | <b><u>\$1,000,000</u></b>               | 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<br>Liability:  | <b><u>\$1,000,000</u></b>               | Per accident for bodily injury and property damage.  |
| 3. Workers'<br>Compensation:   | As required by the State of California. |  |
| 4. Employer's Liability:   | <b><u>\$1,000,000</u></b>               | Each accident, <b><u>\$1,000,000</u></b> policy limit bodily injury by disease, <b><u>\$1,000,000</u></b> each   |

employee bodily injury by disease.

5. Professional Errors      **\$0.00**      Per occurrence.  
and Omissions  
Liability (if required):

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

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

- a. The COUNTY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTOR's insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

**E.2 Waiver of Subrogation.** CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the

payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

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

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

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

**ATTACHMENT F  
COUNTY OF YUBA  
CONFIDENTIALITY PROVISIONS AND STATEMENTS**

**F.1 INTRODUCTION.**

For the purposes of carrying out a contract for the Independent Living Program entered into between the COUNTY and CONTRACTOR, the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

**F.2 DEFINITIONS.**

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

**F.2.1 PERSONALLY IDENTIFIABLE INFORMATION** is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

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

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

**F.3 BACKGROUND.**

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

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual

who violates the privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

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

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

#### **F.4 PROVISIONS.**

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

**F.4.2** The COUNTY requires at least the following minimum standards of care in handling the confidential information:

**F.4.2.1** Securing all areas where confidential information is maintained and/or stored;

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

**F.4.2.3** Limiting the removal of confidential information from the CONTRACTOR's premises except for those purposes as designated in the underlying Agreement;

**F.4.2.4** Ensuring only the minimum necessary amount of confidential information is downloaded and/or accessed when absolutely necessary for the purposes as designated in the underlying Agreement;

**F.4.2.5** Not leaving unattended or accessible to unauthorized individuals; and

**F.4.2.6** Disposing of confidential information, after obtaining COUNTY authorization and approval, through confidential means for the purposes designated in the underlying Agreement.

**F.4.3** Confidential information shall only be used or disclosed for the purposes designed in the underlying Agreement and at no time shall be disclosed or used for personal, non-contract/agreement related reasons, unless specifically authorized by the COUNTY.

**F.4.4** In all circumstances, the CONTRACTOR shall have no ownership rights or interests in any data or information, including confidential information. All data collected by the CONTRACTOR on behalf of the COUNTY, or received by the CONTRACTOR on behalf of the COUNTY, is owned by the COUNTY. There are no exceptions to this provision.

**F.4.5** The COUNTY may periodically monitor and/or audit use of the information systems and other record-keeping systems at a CONTRACTOR's location or COUNTY location in an effort to ensure compliance with these provisions.

**F.4.6** If there is an incident involving theft, loss, compromise, and/or breach of confidential information, the CONTRACTOR must notify the COUNTY immediately and under no circumstances no less than twenty four (24) hours after discovery of such an incident.

**F.4.7** If the incident involves a theft or is incidental to another crime, the CONTRACTOR shall notify the appropriate law enforcement officials and a police report generated to document the circumstances of the incident so as to establish whether the crime involved a motive to obtain the confidential information. The police report will be forwarded to the COUNTY within forty eight (48) hours of receipt of the report.

**F.4.8 NOTIFICATION OF BREACH.**

**F.4.8.1** Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, the CONTRACTOR shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.



**F.4.8.2** Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Kathy Cole, Yuba County Privacy Officer  
Phone: (530) 749-6382 or (530) 749-6311  
E-Mail: [kcole@co.yuba.ca.us](mailto:kcole@co.yuba.ca.us)  
Fax: (530) 749-6281

**F.4.8.3** The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

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

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

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

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

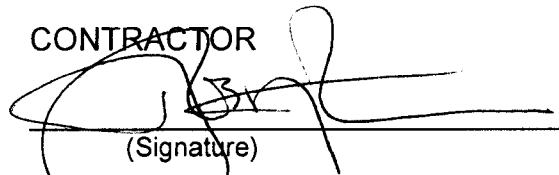
**F.4.10** The COUNTY requires that the CONTRACTOR have comprehensive policies and procedures to adequately safeguard the confidential information before it is conveyed to the CONTRACTOR. The CONTRACTOR's policies should articulate all safeguards in place for the COUNTY's confidential information, including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

**F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.**

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

DATED: 8/9/12

CONTRACTOR

A handwritten signature in black ink, appearing to read "Douglas B. Houston", is written over a horizontal line. The signature is stylized with a large loop at the beginning and a long horizontal stroke at the end.

(Signature)

Douglas B. Houston, Chancellor

(Print Name and Title)

## ATTACHMENT G

### INDEPENDENT LIVE PROGRAM BUDGET

<b>Fee Services</b>				
		No. of Trainings	Cost per Training	Total
	<b>Weekly Trainings</b>	49	\$722.31	<b>\$35,393</b>
<b>Computer Camp</b>				
		No. of Youth	Cost per Youth	Total
	2012/13 Computer Camp	10	\$1,500	\$15,000
<b>Total</b>				<b>\$15,000</b>
<b>Direct Service Budget</b>				
<b>Graduations/Celebrations</b>				
	Gifts	\$9,050		
	Meals	\$2,000		
	Presenter	\$600		
	<b>Subtotal</b>			<b>\$11,650</b>
<b>Day Retreats</b>				
	Supplies	\$1,300		
	Consult/Presenter	\$600		
	Conference	\$1,000		
	<b>Subtotal</b>			<b>\$2,900</b>
<b>Interpreter Services</b>				
		No. of Hours	Rate per Hour	
	Sign Language Interpreting	306	\$40.00	\$12,240
		No. of Days	Cost per Day	
	Travel Cost	102	\$15.00	\$1,530
	<b>Subtotal</b>			<b>\$13,770</b>
<b>Grand Total</b>				<b>\$78,713</b>

## ATTACHMENT H

### Cost Justification - Weekly ILP Class Fee

Cost Justification -Annual Cost Of Weekly ILP Training Classes				
Personnel Expense: (Staff Performing actual service)				
Salary				
Position/Class	Name	Annual Salary	% of Time	Annual Service Cost Amount
Program Director	Laurie Scheuermann	\$ 105,560	3.0%	\$ 3,167
Program Specialist	Diana Adams	\$ 22,056	34.0%	\$ 7,499
Program Trainers	College Staff	N/A	N/A	\$ 1,200
Program Presenters	Non-College Staff	N/A	N/A	\$ 1,400
Fiscal Technician	Becki Jeffries	\$ 49,655	4.0%	\$ 1,986
<b>Total Cost of Service Salary</b>				<b>\$ 15,252</b>
Benefits (Employer Paid Benefits of staff performing actual service)				
Position/Class	Name	Annual Benefits	% of Time	Annual Service Cost Amount
Program Director	Laurie Scheuermann	\$ 32,723	3.0%	\$ 982
Program Specialist	Diana Adams	\$ 4,853	34.0%	\$ 1,650
Program Trainers	College Staff	N/A	N/A	\$ 264
Fiscal Technician	Becki Jeffries	\$ 28,800	4.0%	\$ 1,152
<b>Total Cost of Service Benefits</b>				<b>\$ 4,048</b>
OPERATING COSTS				
(Costs directly associated with services, i.e. office supplies, space rent, utilities, communication, etc.)				
Description				
				Annual Service Cost Amount
Meals	(Avg. Annual Cost)			\$ 7,200
Printing, Postage	(Avg. Annual Cost)			\$ 345
Mileage	(Avg. Annual Cost)			\$ 150
Rentals	(Avg. Annual Cost)			\$ 200
Activitiy Supplies (Experientials)	(Avg. Annual Cost)			\$ 2,500
Instructional Suplies	(Avg. Annual Cost)			\$ 600
Activities	(Avg. Annual Cost)			\$ 2,500
<b>Total Cost of Service Operating Costs</b>				<b>\$ 13,495</b>
OVERHEAD ADMIN COSTS				
(Costs not directly associated with the performance of service)				
Agency Overhead	4% of \$64,943*			\$ 2,598
*for efficiency purposes, includes overhead for entire program services other than Interpreter Services				
<b>Total Annual Cost</b>				<b>\$ 35,393</b>

# ATTACHMENT I Invoice Format

Contractor Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Period of Service: \_\_\_\_\_

Service	Rate	# of Child or Service Rendered	Amount
			\$
			\$
			\$
<b>Total Service Fees</b>			\$
<b>Direct Service Costs</b>			
<u>Graduations/Celebrations</u>			
Gifts			\$
Meals			\$
<b>Total Graduation/Celebration Expenses</b>			\$
<u>Weekend Retreats</u>			
Supplies			\$
Consultant/Presenter			\$
Conference			\$
<b>Total Weekend Retreats</b>			\$
<u>Interpreter Services</u>			
	<u>Hourly Rate</u>	<u># of Hours</u>	
Sign Language Interpreting			\$
	<u>Travel Cost</u>	<u># of Days</u>	
Travel Cost			\$
<b>Invoice Grand Total</b>			\$

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Mail original and back-up documentation to:**

Yuba County Health and Human Services Department  
Attention: Fiscal  
P.O. Box 2320  
Marysville, CA 95901

ATTACHMENT J

Yuba College  
Monthly Statistical Report  
For  
ILP Services

Report Month \_\_\_\_\_

1) Number of classroom trainings conducted during the report period \_\_\_\_\_

2) In the classroom trainings conducted:

a) The unduplicated number of emancipated or 18-year-old youths that attended: \_\_\_\_\_

b) The unduplicated number of 16 and 17-year-old youths that attended: \_\_\_\_\_

3) Enrichment activities were conducted and attended during the report period as follows:

<u>Activity</u>	<u>Number Attended</u>
_____	_____
_____	_____
_____	_____
_____	_____

<u>Computer Camp</u>	<u>Number Attended</u>
_____	_____

# The County of Yuba

357-12

## HEALTH & HUMAN SERVICES DEPARTMENT

**Suzanne Nobles, Director**

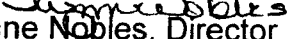
5730 Packard Ave., Suite 100, P.O. Box 2320, Marysville, California 95901  
Phone: (530) 749-6311 Fax: (530) 749-6281



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

Phone: (530) 749-6366

**TO:** Board of Supervisors  
Yuba County

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

**DATE:** September 18, 2012

**SUBJECT:** Local Interagency Agreement with Yuba County Special Education  
Local Plan Area for FY 2012-2015

**RECOMMENDATION:** Approval by the Board of Supervisors of the Local Interagency Agreement between Yuba County, on behalf of its Health and Human Services Department (HHSD), and Yuba County Special Education Local Plan Area (SELPA) for referrals and services to eligible California Children Services (CCS) special education students for the term of July 1, 2012 through June 30, 2015 is recommended.

**BACKGROUND:** HHSD administers the CCS program of which a component is the Medical Therapy Unit (MTU). HHSD has contracted with Yuba County SELPA since 1986 for the provision of referrals and services to eligible CCS special education students under the Medical Therapy Program (MTP) and for operation of the MTU. This is a revision of the original agreement.

**DISCUSSION:** Children who have handicapping conditions, generally due to neurological or musculoskeletal disorders, who are eligible for the CCS program may receive physical and/or occupational therapy through the MTU. The MTU is located in a public school where space and necessary therapy equipment are provided by the school.

**COMMITTEE:** The Human Services Committee recommended approval on September 11, 2012.

**FISCAL IMPACT:** Approval of this Local Interagency Agreement will not impact County Funds. The services provided under this Agreement are funded by federal/state dollars through the CCS program.

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**LOCAL INTERAGENCY AGREEMENT  
BETWEEN  
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT  
CALIFORNIA CHILDREN SERVICES PROGRAM  
AND  
YUBA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**

The County of Yuba, a political subdivision of the State of California (hereafter "COUNTY"), on behalf of its Health and Human Services Department, Public Health Division, and the Yuba County Special Education Local Plan Area (hereafter "SELPA") enter into this agreement for referrals and services to eligible California Children Services (CCS) special education students under the Medical Therapy Program (MTP) and for operation of the Medical Therapy Unit (MTU)

The Public Health Division of the Yuba Health & Human Services Department administers the CCS program of which a component is the MTU. The Yuba County SELPA includes five school districts or Local Education Agencies (LEAs) and the Yuba County Office of Education (YCOE).

**OPERATIVE PROVISIONS**

**1. DESIGNATED REPRESENTATIVES**

The Assistant Superintendent of Education Services for YCOE is the authorized representative for SELPA. Suzanne Nobles is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Changes in designated representatives shall occur only by advance written notice to the other party.

**2. TERM**

Commencement Date: July 1, 2012

Termination Date: June 30, 2015

The term of this Agreement shall become effective on July 1, 2012, and shall continue in force and effect for a period of three (3) years, unless sooner terminated in accordance with the terms of this Agreement.

Notwithstanding the term set forth above, and unless this Agreement 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 SELPA time in which to complete a novation or renewal contract for SELPA and COUNTY approval.

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

### **3. SERVICES**

SELPA and COUNTY shall provide those services described in Attachment "A."

### **4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF SELPA**

SELPA shall, at its sole cost and expense through YCOE, furnish all facilities, equipment, and other materials which may be required by SELPA pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A."

### **5. CONFIDENTIALITY PROVISIONS**

SELPA will ensure appropriate privacy and security safeguards with respect to all medical records that SELPA may create or receive in regard to services to be provided by SELPA to the COUNTY and in regard to all Protected Health Information (PHI) and Personally Identifiable Information (PII) that SELPA may receive, use, or disclose in connection with the services to be provided by COUNTY to SELPA and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Federal Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").

COUNTY will ensure appropriate privacy and security safeguards with respect to medical information that COUNTY may receive, use, or disclose in connection with the services to be provided to the COUNTY by SELPA and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Federal Educational Rights and Privacy Act (FERPA). COUNTY will ensure appropriate privacy and security safeguards with respect to all PHI that the County may create, receive, use, or disclose in connection with the services provided to SELPA by the COUNTY and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").

## **6. ANNUAL REVIEW**

SELPA and COUNTY will annually review this agreement. Amendments or modifications to this agreement can be made by either party at any time upon thirty (30) days written notice to the other party. Mutual agreement to amendments or modifications will be documented in the Yuba County Special Education Local Plan.

## **7. DISPUTE RESOLUTION**

SELPA and COUNTY will participate in local dispute resolution meetings to resolve differences in the provision of medically-necessary CCS-eligible therapy services following the rules and regulations set forth in Article 9, Sections 60600 and 60610 of the Education Code. Every effort will be made to prevent and resolve disputes before application of formal interagency dispute resolutions.

The CCS-eligible special education student's current levels of service will continue pending the completion of conflict resolution procedures.

## **8. ATTACHMENTS**

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

- Attachment A - Services
- Attachment B - Fiscal Provisions
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Insurance Provisions
- Attachment F - HIPAA Business Associate Agreement
- Attachment G - Confidentiality Provisions and Statements

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**9. TERMINATION**

SELPA and COUNTY shall each have the right to terminate this Agreement upon forty-five (45) days written notice to the other party.

In addition, both parties may terminate this Agreement in whole or in part, if they determine that the other party has substantially violated a specific provision of this Agreement and corrective action has not been taken. The notice shall be withdrawn if appropriate corrective action is taken.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on  
September 18, 2012.

**"SELPA"**

\_\_\_\_\_  
Yuba County SELPA Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Yuba County Office of Education  
Assistant Superintendent, Educational Services

\_\_\_\_\_  
Date

**"COUNTY"**

COUNTY OF YUBA

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Chair, Board of Supervisors  
Hal Stocker

Suzanne Nobles  
Suzanne Nobles, Director  
Yuba County Health and Human  
Services Department

INSURANCE PROVISIONS APPROVED

Martha K. Wilson  
Martha K. Wilson,  
Risk Manager

APPROVED AS TO FORM:

Pat Garamore  
Angil Morris-Jones  
Yuba County Counsel

## **ATTACHMENT A**

### **A.1 SCOPE OF SERVICES AND DUTIES**

The services to be provided by SELPA and COUNTY include the following:

#### **A.1.1. SELPA shall:**

##### **a) Referrals and Exchange of Information**

1. Provide referrals to COUNTY for special education students from birth to 21 years of age who have or are suspected of having neuromuscular, musculoskeletal, or other physical impairment requiring medically-necessary physical therapy or occupational therapy. The referral must be accompanied by:
  - i. The special education student's medical diagnosis;
  - ii. Current medical records;
  - iii. Parents/legal guardians' written authorization for release and exchange of special education student's FERPA protected information between agencies; and
  - iv. Application for the CCS program if the special education student is unknown to CCS.
2. Accept referrals from COUNTY of CCS-eligible special education students suspected of needing special education services and/or assessment.

##### **b) Individualized Education Program**

1. Schedule an Individualized Education Program (IEP) team meeting to be held within 60 days from the date parental/legal guardian consent is received by CCS.
2. Make a determination at the IEP team meeting whether the medically-necessary therapy services documented in the Proposed/Approved Therapy Plan are necessary for the CCS-eligible special education student to benefit from special education and/or therapy and therefore be included in the IEP.
3. Include the goals/benchmark objectives and the frequency and duration of services which would be considered a related service on the IEP if the proposed therapy services are determined necessary.
4. Provide a ten (10) day notice to COUNTY of all IEP team meetings for CCS-eligible special education students for the MTP unless an earlier date

is agreed to by all parties. The notice shall indicate if the MTU therapist is requested to attend.

5. Provide copies of any notices from the parent/legal guardian or SELPA of the intent to include an attorney in an IEP meeting at least ten (10) days prior to the meeting date.
6. Schedule an addendum and/or expanded IEP meeting within 30 days of the date SELPA receives a written request for proposed changes from the CCS therapist regarding a CCS-eligible special education student.
7. Include the COUNTY CCS representative in all IEP meetings that involve CCS-eligible special education students.

c) Transportation

Transportation will be addressed by the IEP Team. Transportation may be provided by regular or special means or parents/legal guardians as described in the IEP.

d) Space

1. Ensure the designated space and equipment provided by YCOE for the MTU meets state requirements. The primary MTU for Yuba County will be located at Virginia School in Wheatland.
2. Utilize the designated MTU space for other purposes when not in use or scheduled for CCS therapy services.

**A.1.2. COUNTY shall:**

a) Referrals and Exchange of Information

1. Accept program referrals from SELPA for special education students from birth to 21 years of age who have or are suspected of having a MTP-eligible condition and who may require medically-necessary physical therapy or occupational therapy.
2. Provide referrals to SELPA of CCS-eligible special education students suspected of needing special education services.
3. Evaluate the special education student's eligibility for the MTP according to CCS policies and guidelines and the requirements of the interagency regulations.
4. Propose a therapy assessment for MTP-eligible special education students with a MTP-eligible condition to the parents/legal guardian and

obtain written consent for the assessment of the need for medically-necessary occupational therapy or physical therapy.

5. Forward a copy of the parent/legal guardian's written consent for an assessment to SELPA to establish the date of the IEP team meeting.
6. Provide SELPA and the parent/legal guardian a copy of the completed assessment report for therapy or a proposed therapy plan prior to the scheduled IEP meeting if COUNTY determines a CCS-eligible special education student needs medically-necessary occupational therapy or physical therapy.
7. Provide SELPA and the parent/legal guardian with a copy of the completed assessment report for therapy and a statement which delineates the basis for determining a special education student does not qualify for MTP services.

b) Individualized Education Plan

1. Attend IEP meetings as appropriate to assist in determining need of CCS services in development of the IEP.
2. Bring written information regarding the need of service, including an evaluation summary plan/prescription, goals/benchmark and objectives to the IEP.
3. Provide ten (10) days notice to SELPA and the parent/legal guardian of an impending change in the CCS MTP which may necessitate a change in the IEP.
4. Provide SELPA copies of any notices from the parent/legal guardian or COUNTY of the intent to include an attorney in an IEP meeting at least ten (10) days prior to the meeting date.
5. Notify the IEP team and parent/legal guardian in writing within five (5) days of a decision to increase, decrease, change the type of intervention or discontinue services for a CCS-eligible special education student receiving medical therapy services.

c) Transportation

Neither the County nor the CCS program is responsible for transporting CCS-eligible special education students for the MTP to the MTU.

**ATTACHMENT B**  
**FISCAL PROVISIONS**

**B.1 FISCAL PROVISIONS.** Services rendered pursuant to this Agreement shall be made as follows:

- SELPA, through YCOE, shall provide the designated space and equipment for the MTU.
- SELPA, through YCOE, shall provide the MTU staff with an annual allocation of funds for necessary supplies.



## **ATTACHMENT C**

### **ADDITIONAL PROVISIONS**

**C.1 FUNDING.** SEPLA and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and unenforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

**C.2 HEALTH AND SAFETY STANDARDS.** SELPA agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

**C.3 CHILD ABUSE/ADULT ABUSE.** SELPA warrants that SELPA is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. SELPA agrees that SELPA and SELPA's employees will execute appropriate certifications relating to reporting requirements.

**C.4 DRUG FREE WORKPLACE.** SELPA warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. SELPA agrees that SELPA will execute appropriate certifications relating to Drug Free Workplace.

**C.5 INSPECTION.** SELPA's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

**C.6 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** SELPA agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. SELPA shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. SELPA shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

**C.7 RECORDS.** SELPA agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY's Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of SELPA which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

## **ATTACHMENT D**

### **GENERAL PROVISIONS**

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

**D.1.1** All acts of SELPA shall be performed as an independent contractor and not as an agent, officer or employee of COUNTY. It is understood by both SELPA 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** SELPA 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** SELPA 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, SELPA 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 SELPA 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** SELPA 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 SELPA, such persons shall be entirely and exclusively under the direction, supervision and control of SELPA. 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 SELPA.

**D.1.7** As an independent contractor, SELPA 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.** SELPA represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for SELPA to practice its profession. SELPA represents and warrants to COUNTY that SELPA 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 SELPA to practice its profession at the time the services are performed. Failure of SELPA 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.** SELPA shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of SELPA'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.** SELPA 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 SELPA in the performance of services rendered under this Agreement by SELPA, or any of SELPA's officers, agents, employees, SELPAs, or sub-contractors.

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

**D.6 ASSIGNMENT PROHIBITED.** SELPA 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.** SELPA 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 SELPA to perform services pursuant to this Agreement, SELPA 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.** SELPA 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 SELPA is engaged. All products of whatsoever nature which SELPA 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 SELPA'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 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, SELPA shall immediately cease rendering service upon the termination date and the following shall apply:

**D.10.1** SELPA 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.10.2** COUNTY shall have full ownership and control of all such writings or other communications delivered by SELPA pursuant to this Agreement.

**D.11 NON-DISCRIMINATION.** Throughout the duration of this Agreement, SELPA shall not unlawfully discriminate against any employee of SELPA 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. SELPA 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. SELPA 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. SELPA 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. SELPA shall give written notice of its obligations under this clause to any labor agreement. SELPA shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.12 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990.** In addition to application of the non-discrimination provision of this Agreement, above, SELPA 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.13 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 SELPA agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold SELPA harmless from any claim arising out of reuse of the information for other than this Agreement.

**D.14 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.15 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.16 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.17 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.18 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.18.1 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.18.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.19 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.20 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.21 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.22 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.23 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.24 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.25 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.26 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.27 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term a condition herein.

**D.28 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any

other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.29 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 SELPA herein, or have any other direct or indirect financial interest in this Agreement.

SELPA 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 SELPA's financial interest. The County Administrator shall determine in writing if SELPA 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.30 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":

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

With a copy to:

County Counsel  
County of Yuba  
915 8<sup>th</sup> Street, Suite 111  
Marysville, CA 95901

If to "SELPA":

Yuba County Office of Education  
Attn: Sally Sokoloski  
Assistant Superintendent, Educational Services  
935 14<sup>th</sup> Street  
Marysville, CA 95901

With a copy to:

Yuba County Office of Education  
Attn: Josh Harris  
SELPA Administrator  
935 14<sup>th</sup> Street  
Marysville, CA 95901

## ATTACHMENT E

### INSURANCE PROVISIONS

**E.1 MINIMUM SCOPE OF INSURANCE.** SELPA 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 SELPA, its agents, representatives, employees or subcontractors. If SELPA fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to SELPA.

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

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- c. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. If this Agreement is for the provision of professional services, Professional Errors and Omissions Liability Insurance, with coverage form subject to COUNTY approval.

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

- |  |   |  |
|--|---|--|
| 1. General Liability: (including operations, products and completed operations.) | <b><u>\$1,000,000</u></b>               | 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:   | <b><u>\$1,000,000</u></b>               | Per accident for bodily injury and property damage.  |
| 3. Workers' Compensation:  | As required by the State of California. |  |



4. Employer's Liability: \$1,000,000 Each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
5. Professional Errors and Omissions Liability (if required): \$1,000,000 Per occurrence.

**E.1.3 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or SELPA 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 SELPA; and with respect to liability arising out of work or operations performed by or on behalf of SELPA 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 SELPA's insurance policy, or as a separate owner's policy.
- b. For any claims related to this project, SELPA'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 SELPA'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.** SELPA hereby agrees to waive subrogation which any insurer of SELPA may acquire from SELPA by virtue of the payment of any loss. SELPA agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

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

## **ATTACHMENT F**

### **HIPAA BUSINESS ASSOCIATE AGREEMENT**

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

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

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

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

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

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

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

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

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

(f) **Individual.** "Individual" shall have the same meaning as the term "Individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

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

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

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

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

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

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

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

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

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

#### **4. Compliance with the HIPAA Privacy and Security Rules.**

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

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

#### **5. Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Exhibit 1 to this Attachment, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

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

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

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

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

## **6. Appropriate Safeguards.**

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

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

## **7. Reporting Unauthorized Uses and Disclosures.**

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

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

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

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

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

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

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

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

#### **9. Indemnification.**

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses

suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

**10. Individuals' Rights.**

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

**11. Obligations of Covered Entity.**

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

**12. Agents and Subcontractors of Business Associate.**

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

**13. Audit, Inspection, and Enforcement.**

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

**14. Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

**15. Term and Termination.**

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or



destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Yuba County Privacy Officer  
5730 Packard Avenue, Suite 100  
Marysville, CA 95901

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. **Lost Revenues; Penalties/Fines.**

(a) **Lost Revenues.** Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) **Penalties/Fines for Failure to Comply with HIPAA.** Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business

Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as set forth below:

COUNTY

Yuba County Health and Human Services Department

By: \_\_\_\_\_  
Suzanne Nobles, Director

\_\_\_\_\_  
Date

YUBA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

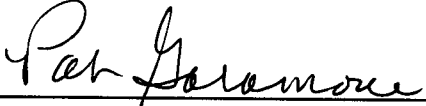
By: \_\_\_\_\_  
Yuba County SELPA Administrator

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Yuba County Office of Education  
Assistant Superintendent, Educational Services

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Angil P. Morris-Jones  
Yuba County Counsel

## **HIPAA BUSINESS ASSOCIATE PROVISIONS**

### **EXHIBIT 1**

As provided in Paragraph 5 of this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of Covered Entity for the purposes specified in Attachment A of the Master Agreement authorizing functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

**ATTACHMENT G  
COUNTY OF YUBA  
CONFIDENTIALITY PROVISIONS AND STATEMENTS**

**G.1 INTRODUCTION.**

For the purposes of carrying out an Interagency Agreement entered into between the COUNTY and SELPA, the COUNTY has provided SELPA access to confidential information. The provisions and statements set forth in this document outline SELPA's responsibilities for safeguarding this information.

**G.2 DEFINITIONS.**

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

**G.2.1 PERSONALLY IDENTIFIABLE INFORMATION** is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

**G.2.3 BREACH** shall mean the acquisition, access, use or disclosure of confidential information which compromises the security or privacy of such information.

**G.2.4 SECURITY INCIDENT** shall mean any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any confidential information.

**G.3 BACKGROUND.**

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

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

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

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

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

#### **G.4 PROVISIONS.**

**G.4.1** SELPA shall sign the "Confidentiality Provisions and Statements" and adopt it by reference in the underlying Agreement.

**G.4.2** The COUNTY requires at least the following minimum standards of care in handling the confidential information:

**G.4.2.1** Securing all areas where confidential information is maintained and/or stored;

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

**G.4.2.3** Limiting the removal of confidential information from the SELPA's premises except for those purposes as designated in the underlying Agreement;

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

#### **G.4.8 NOTIFICATION OF BREACH.**

**G.4.8.1** Upon the suspicion or discovery of a breach, security incident, intrusion, or unauthorized use or disclosure of confidential information, SELPA shall notify the COUNTY within twenty four (24) hours by telephone in addition to follow up by either email or fax.

**G.4.8.2** Notification of any breach, security incident, or unauthorized access as described in section 4.8.1 shall be provided to:

Kathy Cole, Yuba County Privacy Officer  
Phone: (530) 749-6382 or (530) 749-6311  
E-Mail: [kcole@co.yuba.ca.us](mailto:kcole@co.yuba.ca.us)  
Fax: (530) 749-6281

**G.4.8.3** SELPA shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, SELPA shall notify the individual identified in section 4.8.2 of the following:

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

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

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

**G.4.9** The COUNTY may require that SELPA provide evidence of adequate background checks for individuals who are entrusted by SELPA to work with the COUNTY's confidential information.

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

## **G.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.**

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

**"SELPA"**

\_\_\_\_\_  
Yuba County SELPA Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Yuba County Office of Education  
Assistant Superintendent, Educational Services

\_\_\_\_\_  
Date



# The County of Yuba



358-12

915 8<sup>TH</sup> STREET, STE 113  
MARYSVILLE, CA 95901

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

(530) 749-7860 • PHONE  
(530) 749-7864 • FAX

MARTHA K. WILSON, DIRECTOR

**To:** The Board of Supervisors

**From:** Martha K. Wilson, Human Resources Director *KG FOR MKW*

**Date:** September 18, 2012

**Re:** Resolution adopting the Yuba County Departmental Position Allocation Schedule as it relates to the 2012 - 2013 fiscal year budget

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**RECOMMENDATION:**

Contingent upon adopting the Fiscal Year 2012-2013 Final Budget, adopt the attached Resolution amending the Yuba County Departmental Position Allocation Schedule in its entirety as set forth in Attachment "A", retroactively effective **July 1, 2012**.

**DISCUSSION:**

The Yuba County Department Position Allocation is brought to the Board at different times throughout the year to reflect changes in classification and position allocation. The attached allocation reflects the changes to the Yuba County Department Position Allocation since it was last approved by the Board of Supervisors on September 27, 2011, which includes approvals by the County Administrator or through resolutions as approved by the Board of Supervisors.

**COMMITTEE ACTION:**

*None – Administrative only*

**FISCAL IMPACT:**

*None – Administrative only*

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

**IN RE:**

RESOLUTION ADOPTING THE  
DEPARTMENTAL POSITION ALLOCATION  
IN ITS ENTIRETY

NO. \_\_\_\_\_

BE IT RESOLVED that the Departmental Position Allocation Schedule be adopted as follows effective **07/01/12**.

**IN ITS ENTIRETY AS SET FORTH IN ATTACHMENT "A"**

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2012 by the following votes:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
CHAIRMAN

ATTEST: Donna Stottlemeyer  
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones  
County Counsel

By \_\_\_\_\_

By: Pat Gormore

**COUNTY OF YUBA**  
**POSITION ALLOCATION FOR FISCAL YEAR 2012 - 2013**

Attachment A

Administrative Services	
Accounting Specialist	1
Administration & Accounting Supervisor	1
Administrative Technician	3
Airport Maintenance Coordinator	1
Airport Manager	1
Assistant Director of Administrative Services	1
Building & Grounds Supervisor	1
Building Maintenance Custodian (1 LT Exp 6/30/13)	9
Building Maintenance Technician I/II	2
Capital Improvements Project Mgr (Lt Exp 6/30/13)	1
Contract & Purchasing Administrator	1
Custodial Supervisor	1
Director of Administrative Services	1
Facilities Manager	1
Information Technology Analyst I/II	10
Information Technology Manager	1
Information Technology Security Officer	1
Information Technology Supervisor	3
Information Technology Support Technician I/II	1
Senior Building Maintenance Technician	1
Senior Information Technology Analyst	3
<b>TOTAL:</b>	<b>45</b>

Agricultural Comm / Weights & Measures	
Agricultural Commissioner / Director of Weights & Measures	1
Agricultural, Weights & Measures Specialist I/II/III	5
Assistant Ag Comm / Dir. of Weights & Measures	1
Executive Assistant	1
<b>TOTAL:</b>	<b>8</b>

Assessor	
Assessment Assistant I/II	2
Assessment Specialist	3
Assessor	1
Assistant Assessor	1
Auditor-Appraiser I/II/III	1
Cadastral Drafting Technician I/II	2
Chief Deputy Assessor - Administration	1
Real Property Appraiser I/II/III	4
Transfer Analyst I/II	2
<b>TOTAL:</b>	<b>17</b>

Auditor-Controller	
Accountant-Auditor I/II	1
Accounting Assistant I/II	2
Accounting Specialist	1
Accounting Technician	3
Auditor-Controller	1
Payroll Technician	1
<b>TOTAL:</b>	<b>9</b>

Board of Supervisors	
Supervisor	5
<b>TOTAL:</b>	<b>5</b>

Child Support Services	
Accounting Assistant I/II	2
Accounting Specialist	1
Administration & Accounting Supervisor	1
Attorney I/II/III	2
Case Manager I/II	13
Child Support Technician	3
Customer Relations Supervisor	1
Deputy Director/Administrative Affairs	1
Director of Child Support Services	1
Executive Assistant	1
Legal Office Assistant I/II	3
Office Assistant I/II	4
Supervising Case Manager	2
Supervising Office Assistant	1
Training Coordinator - CSS	1
<b>TOTAL:</b>	<b>37</b>

Clerk of the Board	
Clerk of the Board of Supervisors	1
Deputy Clerk of the Board of Supervisors - C	1
Office Specialist - C	1
<b>TOTAL:</b>	<b>3</b>

Community Development & Services Agency	
Accounting Assistant I/II (2 LT Exp 6/30/13)	3
Accounting Technician	1
Administration & Accounting Supervisor	1
Administrative Technician (1 LT Exp 6/30/13)	3
Assistant Director of Public Works	1
Assistant Public Works Superintendent	2
Assistant/Associate Engineer	1
Assistant/Associate Planner	1
Associate Civil Engineer	3
Associate Surveyor	1
Building Inspector III	3
Chief Building Official	1
Code Enforcement Officer	2
Code Enforcement Officer III	1
Community Development & Services Agency Director	1
County Surveyor	1
Director of Finance & Administration	1
Director of Environmental Health	1
Director of Planning	1
Engineering Technician I/II	2
Environmental Health Specialist I/II	1
Environmental Health Supervisor	1
Environmental Health Technician	2
Fiscal Analyst	1
Hazardous Materials Specialist I/II/III	2
Hazardous Materials Supervisor	1
Heavy Equipment Mechanic	2
Housing & Community Services Manager	1
Housing Specialist	3
<b>SUBTOTAL: (Cont. Next Page)</b>	<b>45</b>

**COUNTY OF YUBA  
POSITION ALLOCATION FOR FISCAL YEAR 2012 - 2013**

Attachment A

Community Development & Services Agency (Cont)	
Office Assistant	1
Office Specialist	1
Parks & Landscape Coordinator	1
Plan Checker I/II	2
Project Planner	1
Principal Engineer	2
Public Works Director	1
Public Works Maintenance Worker I/II	19
Public Works Maintenance Worker II	1
Public Works Project Manager	1
Public Works Superintendent	1
Senior Accounting Technician	1
Senior Environmental Health Specialist (1 PT)	2
Senior Housing Specialist	1
Senior Public Works Maintenance Worker	5
Supervising Building Official	1
Supervising Mechanic	1
<b>TOTAL:</b>	<b>87</b>

County Administrator	
Management Analyst I/II	1
Assistant County Administrator	1
Communications and Legislative Affairs Coordinator	1
County Administrator	1
Economic Development Coordinator	1
Executive Assistant to County Administrator - C	1
Emergency Services	
Emergency Operations Manager	1
Deputy County Administrator - Emergency Services	1
Three Rivers Levee Improvement Authority	
Executive Assistant	1
Executive Director, Three Rivers Levee Improvement Authority	1
<b>TOTAL:</b>	<b>10</b>

County Clerk-Recorder	
Chief Deputy Clerk / Registrar of Voters	1
Chief Deputy Recorder	1
County Clerk-Recorder	1
Elections Clerk I/II	4
Recorder Clerk I/II	4
<b>TOTAL:</b>	<b>11</b>

County Counsel	
Chief Deputy County Counsel	1
County Counsel	1
Deputy County Counsel I/II/III	4
Legal Services Coordinator	1
Paralegal	1
<b>TOTAL:</b>	<b>8</b>

District Attorney	
Chief Deputy District Attorney	1
Deputy District Attorney I/II	2
Deputy District Attorney III (2 - LT)	7
District Attorney	1
District Attorney Investigator (2 LT)	3
Legal Office Assistant I/II	3
Legal Services Supervisor	1
<b>TOTAL:</b>	<b>18</b>

Emergency Services	
See County Administrator Allocation	
<b>TOTAL:</b>	<b>0</b>

Health & Human Services	
Accounting Assistant I/II	2
Accounting Specialist	2
Accounting Technician	4
Administration and Accounting Supervisor	2
Administrative Analyst - Health & Human Services	6
Administrative Technician	4
Appeals Specialist	1
CCS Case Manager	1
Deputy Director of Health & Human Services	2
Director of Health & Human Services	1
Director of Nurses	1
Eligibility Supervisor	8
Eligibility Technician I/II	41
Employment and Training Specialist I/II	7
Epidemiologist	1
Executive Assistant	1
Family Nurse Practitioner	1
First 5 Yuba Commission Executive Director	1
Finance & Administrative Supervisor	2
Health Aide	1
Health & Human Services Aide	2
Health & Human Services Program Manager	5
Health Education Specialist I/II	2
Health Officer	1
Health Program Coordinator	1
Legal Office Assistant I/II	2
Office Assistant I/II	23
Office Specialist	15
Physical Therapist	1
Program Aide	9
Program Assistant	4
Program Specialist	3
Public Health Nurse I/II	9
Public Health Nurse III	3
Registered Nurse	2
Senior Accounting Technician	3
<b>SUB TOTAL:</b>	<b>174</b>

**COUNTY OF YUBA  
POSITION ALLOCATION FOR FISCAL YEAR 2012 - 2013**

Attachment A

<b>Health &amp; Human Services (Continued)</b>	
Senior Eligibility Technician	13
Social Worker I (EMPLOY)	25
Social Worker I/II (AS)	4
Social Worker II (EMPLOY)	8
Social Worker III (AS)	2
Social Worker III/IV (AS)	2
Social Worker III/IV (CWS)	20
Social Worker Supervisor (AS)	2
Social Worker Supervisor (CWS)	4
Social Worker Supervisor (EMPLOY)	6
Supervising Legal Office Assistant	1
Supervising Office Assistant	2
Supervising Public Health Nurse	2
Supervising Welfare Fraud Investigator	1
Supply/Mail Clerk I/II	2
Systems Support Analyst	1
Veterans' Services Officer	1
Veterans' Services Representative	1
Welfare Fraud Investigator	2
<b>TOTAL:</b>	<b>273</b>

<b>Human Resources</b>	
Human Resources Analyst I/II - C	4
Human Resources Deputy Director	1
Human Resources Director	1
Human Resources Specialist - C	1
Human Resources Training Analyst I/II	1
Office Assistant I/II - C	1
<b>TOTAL:</b>	<b>9</b>

<b>LIBRARY</b>	
Administration & Accounting Supervisor	1
Librarian	1
Library Director	1
Library Technician I	2
Library Technician II	1
Senior Library Technician	1
<b>TOTAL:</b>	<b>7</b>

<b>Probation</b>	
Accounting Specialist	1
Accounting Technician	1
Administrative Services Manager	1
Administrative Services Officer I	1
Administrative Technician	1
Chief Probation Officer	1
Clinical Social Worker I/II (4 LT) (1 PT)	5
Control Room Operator	3
Cook (1 PT)	4
Deputy Probation Officer I/II/III (4 LT)	23
Deputy Superintendent	2
Group Counselor I/II	27
Intervention Counselor I/II	5
Kitchen Supervisor	1
Legal Office Assistant I/II	1
Office Assistant I/II	4
Probation Program Manager	3
Program Aide	4
Senior Deputy Probation Officer (1 LT)	11
<b>SUB TOTAL:</b>	<b>99</b>

<b>Probation (Continued)</b>	
Senior Substance Abuse Counselor I/II	1
Senior Victim Witness Advocate	1
Substance Abuse Counselor I/II	2
Superintendent of Institutions	1
Supervising Deputy Probation Officer	3
Supervising Group Counselor	7
Victim Witness Advocate I/II (1 LT)	1
Victim Witness Program Manager	1
<b>TOTAL:</b>	<b>116</b>

<b>Public Guardian</b>	
Deputy Public Guardian I/II	1
Public Guardian	1
<b>TOTAL:</b>	<b>2</b>

<b>Sheriff - Coroner</b>	
Accounting Technician	2
Animal Care Services Officer	3
Animal Care Technician	1
Building Maintenance Technician I/II	1
Commissary Assistant	2
Commissary Coordinator	1
Communication Dispatcher I/II	15
Community Services Officer	6
Cook	3
Corporal/Correctional Corporal	3
Correctional Facility Medical Assistant (2 PT FTE .5)	5
Correctional Facility LVN/Correctional Facility Registered Nurse	4
Corrections Food Services Supervisor	1
Crime Analyst	1
Deputy Sheriff I	62
Deputy Sheriff III	51
Evidence Technician	1
Executive Assistant	1
Executive Assistant to the Sheriff	1
Office Specialist	4
Senior Accounting Technician	1
Sheriff - Coroner	1
Sheriff's Captain	3
Sheriff's Civil Services Associate	1
Sheriff's Communications & Records Supervisor	1
Sheriff's Financial Manager	1
Sheriff's Lieutenant Corrections	1
Sheriff's Lieutenant Operations	3
Sheriff's Records Clerk	1
Sheriff's Sergeant - Corrections/Correctional Sergeant	6
Sheriff's Sergeant - Operations	11
Substance Abuse Counselor I/II	1
Supervising Animal Care Services Officer	1
Supervising Correctional Facility Registered Nurse	1
Undersheriff	1
<b>TOTAL:</b>	<b>202</b>

<b>Treasurer / Tax Collector</b>	
Accounting Assistant I/II	1
Accounting Specialist	1
Accounting Technician	1
Assistant Treasurer and Tax Collector	1
Chief Deputy Treasurer / Tax Collector	1
Senior Accounting Technician	2
Treasurer / Tax Collector	1
<b>TOTAL:</b>	<b>8</b>

**YUBA COUNTY POSITION ALLOCATION GRAND TOTAL: 875**

# The County Of Yuba

359-12

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## PROBATION DEPARTMENT

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JAMES L. ARNOLD  
CHIEF PROBATION OFFICER



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

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**TO:** Board of Supervisors

**FROM:** James L. Arnold, Chief Probation Officer

JA

**DATE:** September 18, 2012

**SUBJECT:** Adopt a Resolution authorizing the Yuba County Probation Department to apply for, and enter into an agreement with the Board of State and Community Corrections for a grant relating to the delivery of the Anti-Drug Abuse Program and authorize the Yuba County Chief Probation Officer to execute documents as required, to authorize acceptance and transfer of funds, as well as any and all extensions and amendments.

### **RECOMMENDATION:**

The Yuba County Board of Supervisors approve a resolution authorizing the Yuba County Probation Department to apply for, and enter into an agreement with the Board of State and Community Corrections (BSCC) for a grant relating to the delivery of the Anti-Drug Abuse Program and authorize the Yuba County Chief Probation Officer to execute documents as required, to authorize acceptance and transfer of funds, as well as any and all extensions and amendments.

### **BACKGROUND:**

The Yuba County Probation Department has successfully applied for, administered and executed all grant related documentation, programs and monies for the past twenty four years through numerous California state agencies grant programs. We recently received a Request for Application from the State of California Board of State and Community Corrections to apply for Anti-Drug Abuse funding for the fiscal year 2012/2013 in the amount of \$97,995.

### **DISCUSSION:**

The funds will enable the Probation Department to continue to provide the County its long term commitment to address the community drug problem and to continue to provide the resources necessary to aggressively enforce drug laws within our community.

### **COMMITTEE ACTION:**

This matter has not been referred to committee.

### **FISCAL IMPACT:**

No General Fund expenditures are included in this request.

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION AUTHORIZING THE YUBA )  
COUNTY PROBATION DEPARTMENT )  
TO APPLY FOR, AND ENTER INTO AN )  
AGREEMENT WITH THE BOARD OF STATE )  
AND COMMUNITY CORRECTIONS FOR )  
GRANTS RELATING TO THE DELIVERY OF )  
THE ANTI-DRUG ABUSE PROGRAM AND )  
AUTHORIZE THE YUBA COUNTY CHIEF )  
PROBATION OFFICER TO EXECUTE )  
DOCUMENTS AS REQUIRED, TO AUTHORIZE )  
ACCEPTANCE AND TRANSFER OF FUNDS, )  
AS WELL AS ANY AND ALL EXTENSIONS )  
AND AMENDMENTS )

RESOLUTION NO.: \_\_\_\_\_

**WHEREAS**, the County of Yuba, Probation Department desires to undertake projects administered through and Board of State and Community Corrections, formerly known as Corrections Standards Authority, and funded through the Board of State and Community Corrections (hereinafter referred to as the BSCC); and

**WHEREAS**, the County Probation Department has successfully applied for, received and administered Federal funds from numerous state agencies throughout the past twenty four years and plans to apply for, execute and successfully administer funds through this administering agency; and

**WHEREAS**, the County Probation Department has successfully met all the administrative, fiscal and programmatic reporting requirements of all Federal funds from numerous state agencies' grants received for the past twenty four years; and

**WHEREAS**, the County Probation Department relies on these grant funds to meet the current staffing needs of the Adult Probation Unit to minimize the general fund impact providing these services could have.



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

1. The Chief Probation Officer to submit an application for funding to the BSCC to develop programs consistent with the mission of the County Probation Department;
2. That the Yuba County Probation Department is hereby named as the Implementing Agency, if grant is awarded;
3. That the Chief Probation Officer is hereby appointed to receive, administer and modify any and all BSCC funded grants;
4. That the Chief Probation Officer is hereby designated as the Project Director and pursuant to such designation, the Chief Probation Officer, or his designee is authorized to execute any and all documents, which includes but is not limited to the grant application and grant agreements including extensions and amendments thereof, that may arise from this application, any certificate of assurances, provided that the necessary prior review and approval of County Counsel are attained; and
5. The Chief Probation Officer is hereby authorized to accept the funds if a grant is awarded and to administer on behalf of the Board of Supervisors any funds awarded from any, and all BSCC grant award applications authorized herein;
6. That the County Administrative Officer is authorized to sign on behalf of the board any and all documents relating to the County Probation Departments application for, receipt of and execution therein of any and all BSCC grants, including, but not limited to any certificate of assurances and statements of program delivery in the Yuba County Enterprise Zone; and
7. The County Probation Department shall not utilize any federal funds to supplant expenditures controlled by the BSCC; and
8. The County Probation Department agrees to provide all matching funds required by any BSCC grant for the specified project and agrees to abide by the statutes and regulations governing any federal and/or state grant program as well as the terms and conditions as set forth in the grant agreement.

**BE IT FURTHER RESOLVED**, that the Board of Supervisors of the County of Yuba hereby agrees that any liability arising out of the performance of any BSCC grant administered through the County Probation Department, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency.

**BE IT FURTHER RESOLVED**, that the Board of Supervisors hereby agrees that the grant funds received hereunder shall not be used to supplant expenditures by this body, nor be subject to local hiring and/or position allocation and/or reclassification freezes.

**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:

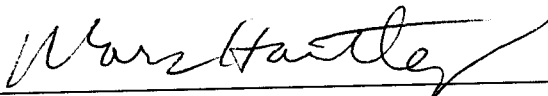
ABSTAIN:

\_\_\_\_\_  
Hal Stocker, Chairman

ATTEST: DONNA STOTTLEMEYER  
CLERK OF THE BOARD OF SUPERVISORS

\_\_\_\_\_

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

  
\_\_\_\_\_



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**Stottlemeyer, Donna**

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**From:** Jackie Sillman  
**Sent:** Friday, July 06, 2012 3:45 PM  
**To:** Stottlemeyer, Donna  
**Subject:** Whatbin.com Presentation

On behalf of Recology Yuba-Sutter I would like to ask that Scott Pardini and I be placed on the agenda for an upcoming meeting August 14<sup>th</sup> or 21<sup>st</sup> of the Yuba County Board Of Supervisors.

I would like to introduce the new WhatBin.com project and web site to the Board of Supervisors and update council members on our ongoing recycling education efforts. I promise not to take more than 10 minutes!

Yuba-Sutter has reached a recycling diversion rate of 73 percent. With continued educational efforts, we can increase that rate even more.

I appreciate the opportunity to update the Supervisors on the work Recology Yuba-Sutter is doing to meet our recycling goals. I can be reached at 749-4220

Thank you for your consideration.

All the Best,

**Jackie Sillman**

Public Education Coordinator

**Recology™** | 3001 North Levee Road | Marysville, CA 95901

T: 530.749.4220 | C: 530.682.5909 |

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*COUNTY*  
*DEPARTMENTS*

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# The County of Yuba

## Community Development & Services Agency

**Kevin Mallen, Director**

Phone - (530) 749-5430 • Fax - (530) 749-5434  
915 8<sup>th</sup> Street, Suite 123  
Marysville, California 95901

September 18, 2012  
[www.co.yuba.ca.us](http://www.co.yuba.ca.us)



362-12

**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

TO: BOARD OF SUPERVISORS

FROM: MICHAEL LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: APPROVE COOPERATIVE AGREEMENT WITH CALTRANS FOR USE OF COUNTY ROADS AS A DETOUR ROUTE DURING CONSTRUCTION OF THE STATE'S SR 20 AND SR 70 ROAD REHABILITATION PROJECT IN THE CITY OF MARYSVILLE

### RECOMMENDATION:

Approve the attached Cooperative Agreement with Caltrans for use of County roads as a detour route during construction of the State's SR 20 and SR 70 road rehabilitation project in the City of Marysville.

### BACKGROUND:

Caltrans is in the beginning stages of constructing a road rehabilitation project on SR 20 and SR 70 through the City of Marysville. In order to construct said improvements, Caltrans will require limited closures on portions of SR 20 and SR 70, necessitating detouring traffic onto County roads. The detour route includes Lindhurst Avenue, North Beale Road, Feather River Boulevard, Hammonton-Smartsville Road, and Simpson Lane. Detours are only anticipated in the latter stages of construction, estimated between spring and fall 2014.

The increase in traffic from the detours could lead to additional wear and tear on the roads, resulting in an increase in needed maintenance. To mitigate for this potential increase in maintenance, Caltrans offered to overlay the portions of the roads used for the detour. Instead, staff negotiated an in-lieu cash payment for the value of what the overlays would have cost. The reasoning for this is as follows:

- Some of these roads have been overlayed in the last 5 to 7 years, and they may not require an immediate overlay after the detour.
- The County will have flexibility on if and when improvements are made to the roads post-detour. This is particularly important on North Beale Road on which the County has a complete street improvement project proposed. It would not look good to the public if Caltrans overlayed North Beale Road immediately after the detour, only to have the County construct its complete street project a year or two later, in which case some of the overlay work would inevitably be wasted.

### DISCUSSION:

The Cooperative Agreement is the vehicle used to define the terms of the detour and each parties responsibilities associated therewith.

Highlights of the Cooperative Agreement are as follows:

- Caltrans is responsible for setting up and taking down the detour.
- County is responsible for maintenance of roads during and after the detour.
- Caltrans agrees to pay County \$1.4 million to use as we see fit for any potential damage to the roads resulting from the detour.

COMMITTEE ACTION:

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

FISCAL IMPACT:

The County Road Fund will receive \$1.4 million in revenue for potential needed road repairs.

03-YUB-20/70  
 PM0.8/R2.0 PM14.4/15.0  
 Marysville Detour  
 EA: 03-0A580  
 District Agreement 03-0485

## **COOPERATIVE AGREEMENT**

This Agreement, entered into effective on September 18, 2012, is between the State of California, acting through its Department of Transportation, referred to as "CALTRANS", and the

COUNTY OF YUBA, a political subdivision of  
 the State of California, referred to herein as  
 "COUNTY".

### **RECITALS**

1. Under California Streets and Highways Code (SHC) Section 93, CALTRANS is authorized to construct, maintain and direct State Highway traffic on to detours as may be necessary to facilitate movement of traffic where State highways are closed or obstructed by construction or otherwise.
2. CALTRANS's project to perform State Highway System (SHS) improvements consisting of roadway rehabilitation on State Route 20 from F Street to Buchanan Street and State Route 70 from 6<sup>th</sup> Street to 0.2 mile south Binney Junction underpass, referred to herein as Marysville Roadway Rehabilitation Project. In order to construct said improvements, CALTRANS will be closing portions of State Highway Routes 20 & 70, in Marysville, which will require to detour State highway traffic onto county roads south east of Marysville namely Lindhurst Avenue, North Beale Road, Feather River Blvd., Hammonton-Smartville Road, and Simpson Lane, referred to hereinafter as "DETOURS".
3. In anticipation of increased traffic caused by the detouring of SHS traffic onto DETOURS, CALTRANS will install signage and striping on DETOURS. COUNTY will perform roadwork on DETOURS, referred to hereinafter as "PROJECT".
4. COUNTY will perform all project approval & environmental documents (PA&ED), plans, specifications, and estimates (PS&E), and construction and maintenance activities for PROJECT, all hereafter referred to as "WORK", for PROJECT completion. CALTRANS will pay COUNTY an amount of \$1,400,000 to reimburse COUNTY for WORK.
5. The payment of those funds is CALTRANS' cash contribution in lieu of satisfaction of all its obligations under SHC 93 including but not limited to construction and maintenance of COUNTY roadway as detour and reimbursing COUNTY for all reasonable additional expenses incurred by COUNTY in maintaining said local roadway as a detour and upon the completion of such usage, the costs of restoring the detour to its former condition, excluding the removal of DETOUR signage/striping and re-application of striping to restore original flow of traffic.
6. CALTRANS and COUNTY will now define in this agreement the terms and conditions of construction and maintenance of DETOUR.

## **SECTION I**

### **COUNTY AGREES**

1. To perform all WORK for PROJECT completion.
2. To submit an invoice to CALTRANS in the amount of \$300,000, within thirty (30) days after execution of this Agreement.
3. To submit an invoice to CALTRANS representing the remaining amount of the agreed upon estimate of PROJECT costs, in the amount of \$1,100,000 within thirty (30) days of CALTRANS' discontinuing the use of DETOURS.
4. To construct PROJECT in accordance with COUNTY's PS&E.
5. COUNTY shall be responsible for maintenance and for any necessary repairs on DETOUR. COUNTY shall resume normal operation and maintenance of DETOURS, at COUNTY's expense, after State highway traffic ceases to use DETOURS.
6. To retain or cause to be retained for audit by CALTRANS or other government auditors for a period of three (3) years from date of final payment, all records and accounts relating to construction of PROJECT.
7. To designate the following COUNTY representative through whom all communication between COUNTY and CALTRANS, relative to this Agreement, shall be channeled.

Michael Lee, Yuba County Public Works Director  
915 8<sup>th</sup> Street, Ste 125  
Marysville, CA 95901  
(530) 749-5420

## **SECTION II**

### **CALTRANS AGREES:**

1. To make an initial payment of \$300,000 to COUNTY, using State Highway Operation and Protection Program (SHOPP) funds, within thirty (30) days of receipt of COUNTY's invoice, which invoice will be sent within thirty (30) days after execution of this Agreement.
2. To pay a subsequent invoice from COUNTY, in the amount of \$1,100,000, within thirty (30) days after receipt. The total amount payable by CALTRANS to COUNTY under this Agreement shall not exceed \$1,400,000, unless CALTRANS authorizes a greater amount in a formal amendment to this Agreement.

3. To properly vacate DETOURS when traffic is directed back on the SHS.
4. To provide the following State representative through whom all communication between CALTRANS and COUNTY, relative to this Agreement, shall be channeled.

Martin Villanueva, Caltrans, Project Manager  
703 B Street  
Marysville, CA 95901  
(530) 740-4805

### **SECTION III**

#### **IT IS MUTUALLY AGREED:**

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of resources of funds by the California Transportation Commission (CTC).
2. CALTRANS payment of \$1,400,000 to COUNTY, represents CALTRANS' cash contribution, in lieu of performance of all its obligations under SHC 93 including but not limited to COUNTY's effort towards project development, construction and maintenance of DETOURS and reimbursing COUNTY for all reasonable additional expenses incurred by COUNTY in said the maintenance of DETOURS and upon the completion of such usage, the costs of restoring the detour to its former condition, excluding the removal of DETOUR signage/stripping and re-application of stripping to restore original flow of traffic.
3. Should any portion of PROJECT be financed with Federal funds or CALTRANS gas tax funds, all applicable laws, regulations and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.
4. Nothing within the provisions of this Agreement is intended to create rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the State highways and public facilities different from the standard of care imposed by law.
5. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY to the extent permitted by law shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under this Agreement.

6. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS to the extent permitted by law shall fully defend, indemnify and save harmless COUNTY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
7. During WORK, COUNTY will furnish a representative to perform the functions of a Resident Engineer, and CALTRANS may, at no cost to COUNTY, furnish a representative, if it so desires and that said representative and Resident Engineer will cooperate and consult with each other, but the decisions of COUNTY's representative shall prevail.
8. The Agreement shall terminate upon completion of PROJECT and DETOUR ceases to be operated as detour, or on December 31, 2015, whichever is earlier in time. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**COUNTY OF YUBA**

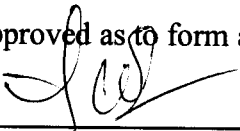
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THOMAS L. BRANNON  
Deputy District Director  
D3 Programming & Project Management

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Chair, Board of Supervisors

Approved as to form and procedure:



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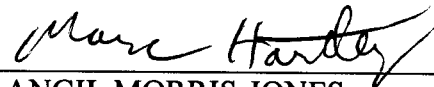
Attorney, Department of Transportation

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DONNA STOTTLEMEYER  
Clerk of the Board of Supervisors

Certified as to funds:

Approved as to form and procedure:



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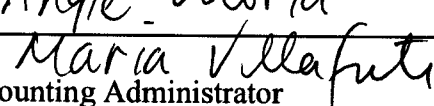
ANGIL MORRIS-JONES  
County Counsel

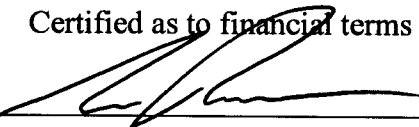
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District Project Control Officer

Certified as to financial terms and policies:

Certified as to financial terms and policies:

for Angie Vitoria  
  
Accounting Administrator



---

Fiscal Officer

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# The County of Yuba



## Office of the County Administrator

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

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

**Date:** September 18, 2012  
**To:** Board of Supervisors  
**From:** Robert Bendorf, County Administrator RB  
**By:** Grace Mull, Management Analyst GM  
**Re:** Amendment to Public Defender Services Contract

### Recommendation

Board of Supervisors approve and authorize Chairman to sign amendment to the Public Defender Services contract.

### Background

Mr. Benjamin Wirtschafter has been the County's Public Defender since June of 2004. Mr. Wirtschafter's current contract is set to expire on June 30, 2013.

### Discussion

Staff was contacted by Mr. Wirtschafter recently to inform our office of his desire to leave his post as Public Defender effective October 1, 2012 to allow sufficient time to transition to his newly elected position as Yuba County Superior Court Judge which will become effective on January 1, 2013.

Staff subsequently met with Mr. Wirtschafter and Mr. Brian J. Davis, Chief Public Defender to negotiate an amendment to the Public Defender contract assigning the remainder of the contract to Mr. Davis as well as a one (1) year extension of the contract to June 30, 2014.

Mr. Davis is a graduate of Northern California School of Law and received his undergraduate degree in American Studies at Oregon State University. He was admitted to the California State Bar in 1998 and had a private law practice in Sacramento from 1998-2005 specializing in criminal law. Mr. Davis came to work for the Yuba County Public Defender's Office as a general felony Deputy in May 2005 where he served in this position for 2-1/2 years until his promotion to Chief Deputy Public Defender which he has held for the last 5-1/2 years.

### Committee

Due to time constraints, this item was not presented at committee level.

### Fiscal Impact

There will be no fiscal impact associated with the contract amendment. The payment terms will remain the same for the remainder of the current contract through the extension period.

**AMENDMENT TO CONTRACT FOR LEGAL REPRESENTATION  
OF INDIGENT PERSONS IN THE COUNTY OF YUBA**

WHEREAS, County and Attorney desire to amend the existing contract providing for legal representation of indigent persons in the County of Yuba.

NOW, THEREFORE, County and Attorney amend the existing contract in the following respects:

1. Paragraph 9.0 (b) is amended to reflect the extension of contract ending date "From July 1, 2011 to June 30, 2014, County shall pay Attorney at the rate of Sixty-Six Thousand, Four Hundred, Seventy Four Dollars (\$66,474)."
2. Paragraph 16.0 is amended to reflect the extension of contract ending date "This contract shall take effect July 1, 2011 and shall continue until June 30, 2014."
3. This amendment is made this 18 day of September, 2012 by and between the County of Yuba and Attorney.
4. Except as inconsistent herewith, the existing contract is ratified and incorporated herein by reference.

NOW, THEREFORE, County and Attorney agree that this Contract and all the rights and duties hereunder shall be assigned to Brian J. Davis on October 1, 2012.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first above shown.

COUNTY OF YUBA

ATTORNEY

\_\_\_\_\_  
Hal Stocker, Chairman  
Board of Supervisors

\_\_\_\_\_  
Benjamin Wirtschafter

APPROVED AS TO FORM

ASSIGNEE ATTORNEY

\_\_\_\_\_  
Angil Morris-Jones,  
County Counsel

\_\_\_\_\_  
Brian J. Davis



# The County of Yuba

## Office of the County Administrator

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

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

**Date:** September 18, 2012  
**To:** Board of Supervisors  
**From:** Robert Bendorf, County Administrator  
**By:** Grace Mull, Management Analyst *GM RB*  
**Re:** Letter Agreement for Grand Jury Services

### Recommendation

Board of Supervisors approve and authorize Chairman to sign letter agreement for Grand Jury Services.

### Background

By statute, the operational costs associated with the Grand Jury budget are a County responsibility and the costs associated with Grand Jury recruitment, impanelment, accusations and indictments are a Court responsibility.

In Yuba County, the Superior Court has historically assigned support staff to assist the Grand Jury with administrative functions including clerical and accounting support, procurement services, technology support, coordination and support of required 700 forms, Grand Jury reports, handbooks, etc. The cost associated with the support services have historically been absorbed within the Court budget.

### Discussion

The Superior Court recently contacted staff to bring to our attention that, subsequent to the Trial Court Funding Act, many courts across the state have either relinquished Grand Jury support services to their counties or have a reimbursement agreement in place through their respective Court/County MOUs. The Superior requested that we provide a reimbursement mechanism for support services similar to other jurisdictions.

Subsequent to their request, the Superior Court provided staff with a detailed annual cost summary for the support services provided to the Grand Jury. The cost summary noted an annual cost of \$13,267 for approximately 310 hours of service. Given the Court's history with the Grand Jury and the often complex nature of the support provided, the Superior Court proposed an annual reimbursement amount of \$10,000 which would be budgeted and paid directly out of the Grand Jury budget.

Staff is bringing forward a letter agreement for your consideration today as this will provide a mechanism for the Yuba County Superior Court to be reimbursed for providing support services to the Grand Jury until this item can be included in the Court/County MOU which is still being negotiated and currently in draft form.

**Committee**

Due to time constraints, this item was not presented at committee level.

**Fiscal Impact**

There will be no fiscal impact associated with this request. The Grand Jury budget was revised to include a new line item for Supportive Services and the cost will be absorbed within the existing budget for FY 2012/13.

**LETTER AGREEMENT  
BETWEEN  
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF YUBA  
AND  
THE COUNTY OF YUBA**

This Letter Agreement ("Agreement") between the Superior Court of California, County of Yuba ("Court") and the County of Yuba ("County") pertaining to Supportive Services for the Yuba County Grand Jury ("Grand Jury") shall become effective on July 1, 2012.

Prior to the enactment of the Trial Court Funding Act ("TCFA"), the trial courts of the State of California provided supportive services to the grand juries in their respective counties. Subsequent to the TCFA, California counties generally either assumed responsibility for providing grand jury supportive services, or contracted with their local courts to continue to provide such services.

The Court has offered to continue to provide supportive services to the Yuba County Grand Jury for fiscal year 2012/13 for the sum of \$10,000. The services to be provided include: Grand Jury Administrator, including clerical support, answering questions and providing guidance on administrative matters; coordinating final reports, distribution of final reports, tracking of responses, coordinating 700 forms, budget preparation and oversight; computer/printer/internet support; posting reports to the website; website maintenance; assistance with formatting final report; issuing press releases; processing accounts payable, per diem and mileage reports; copying and delivery of final reports; preparation of Grand Jury handbooks; coordinating parking passes; door code forms; and procurement services.


The County agrees to reimburse the Court for such services in four equal quarterly installments, which shall be paid by warrant drawn from the Grand Jury budget.

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

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF YUBA**

  
H. Stephen Konishi,  
Court Executive Officer

**APPROVED AS TO FORM**

  
Angil Morris-Jones,  
County Counsel

**COUNTY OF YUBA**

\_\_\_\_\_  
Hal Stocker, Chairman,  
Board of Supervisors

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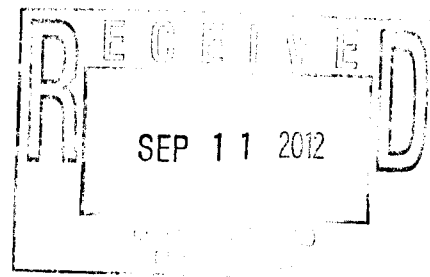
**LAW OFFICES OF LETTY LITCHFIELD**

---

716 D Street  
Marysville, CA 95901  
(530) 673-4616  
(916) 485-4253  
FAX (530) 742-8576

SEPTEMBER 11, 2012

DONNA STOTTLEMEYER  
Clerk of the Board  
Yuba Co. Board of Supervisors  
915-8<sup>th</sup> Street, Ste. 109  
Marysville, CA 95901



Re: Request to be placed on agenda for Board of Supervisors 9/18/12 meeting  
on behalf of the Tsi Akim Maidu tribe and Indigenous Peoples' Day event

Dear Clerk Stottlemeyer:

In May, Chairman Don Ryberg and I appeared before the Board of Supervisors regarding use of the County's Sycamore Ranch Park for the Tsi Akim Maidu tribe's annual Indigenous Peoples Days event to be held October 5-8, 2012. The matter was tabled to allow me time to discuss the issues surrounding the bark house structure with County Counsel. I have done so. Therefore, we are requesting that this matter come before the Board on September 18, 2012, the last Board meeting prior to the event.

Please be reminded that with regard to the tribe's request for a waiver of fees for usage of the entire park, it is my understanding that the Board is inclined to grant a fee waiver in light of the educational and diversity aspects of this event, as well as the fact that the event brings income to the community, and is a continuing opportunity for tourism. Furthermore, the event is free of charge to the public. Like last year, the tribe is providing proof of insurance naming the park owner as an additional insured on the event policy.

The outstanding issue at the time of the May, 2012 Board meeting was the length of time the bark house structure would remain in the park. A recommendation has been brought forward during discussions with County Public Works Director, Mike Lee, that there be a trial period of leaving the bark house up for one year. That would allow the Board to revisit the issue of a possible permanent bark house at the conclusion of the trial period. It is my understanding that with regard to the proposed one-year trial period, Public Works would require an Encroachment Permit, and a certificate of Public Liability Insurance.

Based on said recommendation, the tribe is researching the expense involved, and will be prepared to address all relevant issues at the September 18<sup>th</sup> Board meeting. Whether or not a one-year trial period is agreed upon, the tribe appreciates Yuba County allowing it to construct as last year, a temporary bark house that would remain in place during the event, and would be taken down within 15 days of the event.

In summary, we are carrying forward from the Board's May 15, 2012 meeting agenda, the following matters on behalf of the Tsi Akim Maidu:

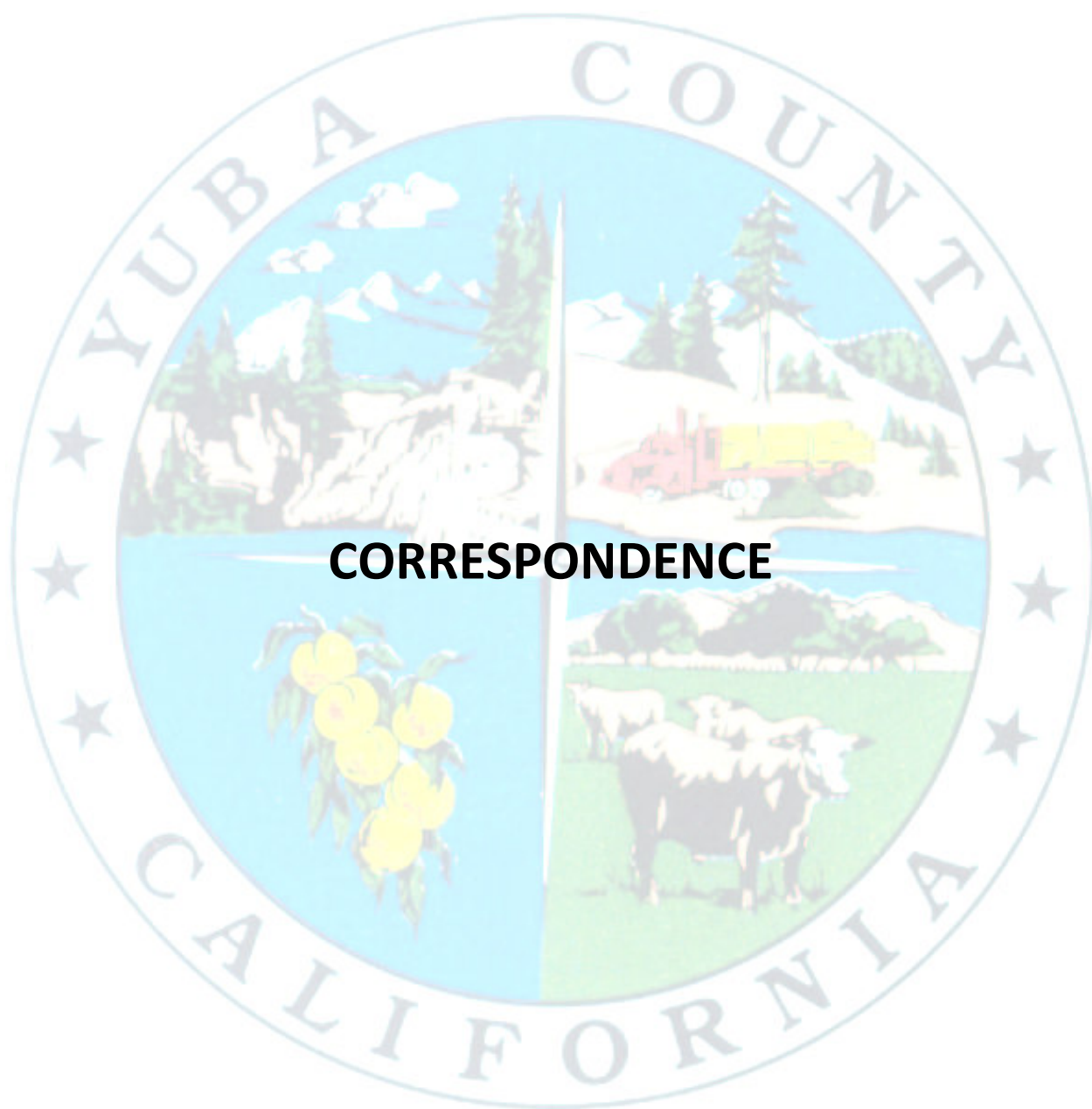
- (1) **Board approval for the Tsi Akim Maidu tribe to hold its 14<sup>th</sup> annual Indigenous Peoples Days event at Sycamore Ranch Park, which is scheduled to take place October 5, 6, 7 & 8, 2012.** The tribe is requesting use of Sycamore Ranch Park in its entirety for its four-day event as indigenous peoples will be here from all over the world, as well as members of the general public who come to observe and learn. The camping sites are required for event volunteers, vendors and speakers.
- (2) **Board approval of a fee waiver for usage of the park and camping sites.** This well-established event is an asset to the County, and provides diversity and education to the community. It also promotes tourism, and brings income to the community. The event is free of charge to the public. In the event that park fees cannot be waived, the tribe can offer in lieu of fees, a labor contribution to an aspect of the park's development, such as construction of a traditional Maidu bark house, or some other kind of contribution to the park's development and preservation, such as habitat improvement.
- (3) **Board approval of the tribe's construction of a traditional bark house for a period either continuing to 15 days after the event, or, for a one-year trial period.** The tribe will provide the necessary Encroachment Permit application and proof of insurance to Public Works if the one-year trial period is agreed upon.
- (4) **The tribe again respectfully invites the Chairman of the Yuba County Board of Supervisors to participate in the opening remarks on Saturday, October 6<sup>th</sup> between 11:00AM-12:00PM at the park.** This is an ongoing opportunity for the County to show support for Native Americans in their efforts to preserve their cultures, languages and ceremonies. Native Americans can help the public understand the history of the place that is now known as Sycamore Ranch Park.

Thank you for your continued courtesies. Please confirm that we have been given an agenda spot and the date and time for our appearance.

Sincerely,

  
Letty Litchfield

Cc: Chairman, Don Ryberg, Tsi Akim Maidu  
Angil Morris-Jones, County Counsel  
Mike Lee, Director Public Works





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Yuba County Commission on Aging  
Annual Report June 13, 2012

Per the by-laws of the Yuba County Commission on Aging, we submit to the Yuba County Board of Supervisors the 2011-2012 annual report.

Objectives: Be the eyes and ears of Yuba County for Seniors

Assist Senior Center in developing a plan to acquire funds to keep the Center open and in full operation.

- Fund raisers – rummage sales, increase bingo games, farmers market
- Community partners – share building and expenses, health fairs, after- school programs, banking services

Monitor and advocate for continuous healthy food services

- Area 4 – food services - Farmers market vouchers for seniors
- FREED – food coupons
- Local food distribution centers for seniors

Community partners

- Legal Center – updates for Seniors services, information referral and free legal assistance
- FREED programs, senior transportation vouchers
- Health and Human Services – updates of services for Seniors
- Senior information and assistance
- Home Health Care Management
- Work Shops on fall prevention, fraud and scam awareness

Monitor Senior program needs and compliance

- Meeting scope goals

Submitted by the Yuba County Commission on Aging

Trudy Hinojosa	District 1	Ethel Jorgensen	District 2
Daisy Shelton	District 3	Gary Arlington	District 4
Sue Cejner-Moyers	District 5	Gayle Diemond	At-Large
John Hollis	A4AA Rep		

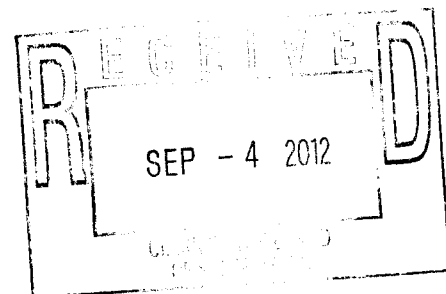
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# WHEATLAND RIVER ASSOCIATES

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August 31, 2012

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



Dear Sir or Madam,

## RE: IMPORTANT INFORMATION ABOUT YOUR ASSISTED HOUSING

The owner of **Bear River Apartments** is providing you with this twelve-month notice as required by State law (Government Code Section 65863.10) of their intention to end participation in the Section 515 federal mortgage program (Prepayment).

The owner intends to prepay the mortgage on September 1, 2013. However, the owner may choose not to take these actions.

If the owner takes these actions, this removes the low-income rent restrictions on your unit and the amount of rent you pay could change. State law requires the owner to notify you again six months before taking any action.

You should not immediately move or agree to move. ***IF YOU MOVE BEFORE THE PREPAYMENT OR OPT OUT YOU WILL BE INELIGIBLE TO RECEIVE A SECTION 8 ENHANCED VOUCHER THAT WILL HELP YOU PAY THE NEW RENT!*** Changes to your rent from the prepayment or termination of the Section 8 contract will not occur before September 1, 2013.

If the owner terminates the rental restrictions, you may be eligible for a Section 8 Enhanced Voucher. The Section 8 Enhanced Voucher replaces the government assistance that now keeps your rent low. Only tenants who are living at the property on the date the government assistance is ended – date of **PREPAYMENT** and/or **OPT- OUT** – are eligible to receive a Section 8 Enhanced Voucher.

Prior to the date of prepayment and/or opt out, the local housing authority will contact you to determine whether you are eligible to receive a Section 8 Enhanced Voucher and will issue the Enhanced Voucher. Most tenants will qualify for this voucher.

If your household receives a Section 8 Enhanced Voucher, your share of the total rent will be either the amount you currently pay for rent or 30 percent of your adjusted monthly income, whichever is more. The voucher will cover the rest of the rent up to the amount approved as reasonable by the housing authority. If the housing authority determines the owner's proposed new rent is not

copy provided to Community Services/Housing

August 31, 2012

reasonable, the owner must either lower the rent, or you will have to move to another rental property to use your voucher.

Your options and the names of organizations that can advise and assist you are included in the attached information, titled "Tenant Advisory and Options" and "Tenant Resources." The organizations listed in the "Tenant Resources" have also received this notice. You should consider all of your options before you take any action.

State law requires that you receive another notice, similar to this one, six months from now with information about how much your rent would change and when.

State law also requires the owner to notify certain qualified organizations (including a tenant organization) that have indicated an interest in purchasing the property and keeping rents affordable. The owner must provide specific information about the property to such a qualified organization upon request and allow it to make a purchase offer.

If you have any questions about this notice, please contact the agent listed below.

John Kammerer  
1010 Racquet Club Drive, Suite 108  
Auburn, CA 95603  
(530) 823-2477 Ext. 217  
(530) 823-2585 Fax

Sincerely,

John P. Casper, General Partner  
Wheatland River Associates

Enclosures: Tenant Options  
Tenant Resources

cc: Affected Public Agencies  
California Department of Housing and Community Development,  
Division of Housing Policy Development, Attention:  
PRESERVATION



**TENANT ADVISORY AND OPTIONS  
ATTACHMENT TO NOTICE OF INTENT  
Pursuant to Government Code Section 65863.10**

**Why did I receive the attached Twelve Month or Six Month Notice of Intent?**

The development where you live is privately owned, but government assisted. This means that the owner has maintained lower rents in exchange for a government benefit, such as Section 515 federal mortgage program. The notices you receive mean that the owner will be eligible to end the government assistance that kept rents low and charge higher rents on the dates specified in the notice.

**What does this mean to me?**

It means that your rent may go up. However, if you received a Twelve Month Notice of Intent, your rent will not increase due to the termination of rental restrictions for at least 12 months. If you received a Six Month Notice of Intent, your rent will not increase due to the termination of rental restrictions for at least six months.

**Should I plan to move?**

You should not immediately move or agree to move. First, you should consider all of your options and contact the agencies listed in the attached "Tenant Resources." Remember, changes to your rent from the termination or expiration of rental restrictions will not occur before the date specified in the attached notice. You should also know the owner's decision may change.

**What are my options?**

Your options are influenced both by your lease or rental agreement and by state law. After any prior rental restrictions terminate and the required notice period expires, the owner can only raise your rent and/or end your tenancy as allowed by your lease or rental agreement and any remaining restrictions on the property, and by following state law requirements.

The owner may allow you to stay in your unit at a new higher rent, or the owner may seek to terminate your tenancy. **You should carefully review the terms of your lease or rental agreement!**

If your tenancy is month-to-month and has not been terminated and you want to move, state law (Civil Code Section 1946) requires you to give the owner or management at least 30 days' advance written notice of your intent to move,

unless the owner agrees otherwise.

If you have questions about your lease and/or the owner's ability to raise your rent or end your tenancy, contact your local legal aid agency for assistance. You will find contact information in the attached "Tenant Resources."

**What other notices is the owner required to provide?**

To Others: In addition to the Twelve- and Six-Month Notices of Intent to tenants, the owner is required to provide qualified entities (organizations that have the capability to continue long-term rent restrictions) with a Notice of Opportunity to Submit an Offer (and Counter Offer) to Purchase the development. This notice must be provided to Qualified Entities (including tenant organizations) 12 months prior to the prepayment or termination date. At the same time, a copy of this notice must be posted in a common area of your development.

The owner is also required to send a six-month Notice to Public Agencies, including the City and/or County where your development is located. This notice describes the project in greater detail to the local government to assist them in preservation efforts.

To Tenants: The owner and/or their agent must re-notify each tenant household of any proposed changes in the date of prepayment or termination, rent to be charged, or any other changes which may affect tenants within seven business days. This notification is to be sent to the tenant through first class mail (postage prepaid).

**Where can I go for additional information?**

Contact the owner/agent or manager of your development, the housing or planning department of the city or county where you live, and legal resources such as Legal Aid. Information for these resources can be found on the attached "Tenant Resources" page.

**What other options are available to me?**

If the owner does not comply with all of the requirements of California law regarding the conversion of your development from assisted to market rate rents, you have the option of taking legal action. Contact the local legal services agency identified on the "Tenant Resources" attachment to see if they are able to assist you.

**TENANT RESOURCES**  
**ATTACHMENT TO NOTICE OF INTENT**  
**Pursuant to Government Code Section 65863.10**

Owners are required to inform tenants of the resources available to them as an attachment to the Notices of Intent to terminate rent subsidies or restrictions. Tenants should contact the agencies/organizations listed below if they have additional questions or need assistance.

**Affected Public Agency**

City or County where government-assisted development is located

Name: Yuba County Board of Supervisors

Address: 915 8<sup>th</sup> Street, Suite 109, Marysville CA 95901

Telephone Number: (530) 749-7510

**Area Legal Services Organization**

Questions about tenant rights and owner responsibilities under the State Preservation Notice requirements should be directed to area legal service organizations.

Name: California Rural Legal Assistance

Address: 511 D Street, Marysville, CA 95901

Telephone Number: (530) 742-5191

**Local HUD Offices**

If you choose to move, the local offices of the Department of Housing and Urban Development (HUD) may be able to provide resources about other affordable housing opportunities in your area.

Name: Dept of Housing and Urban Development

Address: John E. Moss Federal Building, Suite 4-200, 650 Capital

Mall, Sacramento CA 95814-3702

Telephone Number: (916) 498-5220

**Local Public Housing Authority**

If you choose to move, the local Public Housing Authority may be able to provide resources about other affordable housing opportunities in your area.

Name: Housing Authority of Yuba County

Address: 915 8<sup>th</sup> Street, Suite 130, Marysville CA 95901

Telephone Number: (530) 749-5460

## 2012 Local Agency Biennial Notice

Name of Agency: Yuba County Resource Conservation District  
 Mailing Address: 1511 Butte House Rd Suite B Yuba City, Ca 95993  
 Contact Person: John Was Kiewicz Office Phone No: 671-0850  
 E-mail: \_\_\_\_\_ Fax No: \_\_\_\_\_

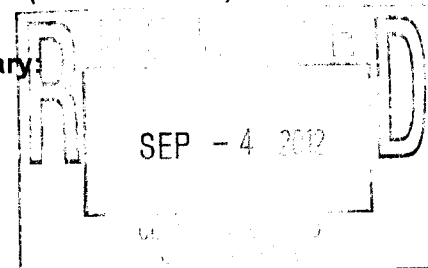
**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code requires disclosure by agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict-of-interest code and has determined that (Check one box):

☐ **An amendment is required. The following amendments are necessary:**

(Mark all that apply.)

- ☐ Include new positions.
- ☐ Revise disclosure categories.
- ☐ Revise the titles of existing positions.
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.
- ☐ Other (describe) \_\_\_\_\_

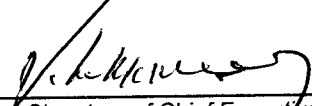


☒ **No amendment is required.**

☐ **The code is currently under review by the code reviewing body.**

### Verification

*The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.*

  
 Signature of Chief Executive Officer

Aug 28, 2012  
 Date

Complete this notice regardless of how recently your code was approved or amended.  
 Please return this notice no later than **October 1, 2012**, or the date specified by your agency, if earlier, to:

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

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**

## 2012 Local Agency Biennial Notice

Name of Agency: Loma Rica / BROWNS VALLEY COMMUNITY SERVICES Dist.  
 Mailing Address: 11485 LOMA RICA Rd. LOMA RICA CA 95901  
 Contact Person: JACQUELINE Pogg Office Phone No: 530-741-0755  
 E-mail: LRBYFIRE@MSN.COM Fax No: 530-743-1654

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code requires disclosure by agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict-of-interest code and has determined that (Check one box):

☐ **An amendment is required. The following amendments are necessary:**

(Mark all that apply.)

- ☐ Include new positions.
- ☐ Revise disclosure categories.
- ☐ Revise the titles of existing positions.
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.
- ☐ Other (describe) \_\_\_\_\_

SEP - 7 2012

☒ **No amendment is required.**

☐ **The code is currently under review by the code reviewing body.**

### Verification

The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.

Jacqueline D. Pogg  
 Signature of Chief Executive Officer

9-5-12  
 Date

Complete this notice regardless of how recently your code was approved or amended.  
 Please return this notice no later than **October 1, 2012**, or the date specified by your agency, if earlier, to:

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

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**

## 2012 Local Agency Biennial Notice

SEP 11 2012

Name of Agency: SOUTH YUBA WATER DISTRICT

Mailing Address: 2640 Hoffman Road, Marysville, California 95901

Contact Person: Michael E. Rue Office Phone No: (530) 701-6783

E-mail: merue@syix.com Fax No: \_\_\_\_\_

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code requires disclosure by agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict-of-interest code and has determined that (*Check one box*):

☐ **An amendment is required. The following amendments are necessary:**  
(*Mark all that apply.*)

- ☐ Include new positions.
- ☐ Revise disclosure categories.
- ☐ Revise the titles of existing positions.
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.
- ☐ Other (*describe*) \_\_\_\_\_

☒ **No amendment is required.**

☐ **The code is currently under review by the code reviewing body.**

### Verification

*The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.*

  
Signature of Chief Executive Officer

9/7/12  
Date

Complete this notice regardless of how recently your code was approved or amended.  
Please return this notice no later than **October 1, 2012**, or the date specified by your agency, if earlier, to:

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

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**

## 2012 Local Agency Biennial Notice

Name of Agency: Foothill Fire Protection District  
Mailing Address: PO Box 332, Brownsville, Ca 95919  
Contact Person: Tanice Sciarrotta Office Phone No: 530-675-0633  
E-mail: tanice.sciarrotta@yahoo.com Fax No: \_\_\_\_\_

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code requires disclosure by agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict-of-interest code and has determined that (Check one box):

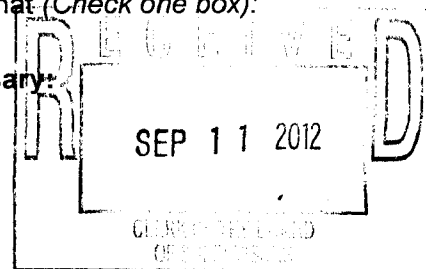
☐ **An amendment is required. The following amendments are necessary:**

(Mark all that apply.)

- ☐ Include new positions.
- ☐ Revise disclosure categories.
- ☐ Revise the titles of existing positions.
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.
- ☐ Other (describe) \_\_\_\_\_

☒ **No amendment is required.**

☐ **The code is currently under review by the code reviewing body.**



### Verification

*The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.*

  
Signature of Chief Executive Officer

9/10/2012  
Date

Complete this notice regardless of how recently your code was approved or amended.  
Please return this notice no later than **October 1, 2012**, or the date specified by your agency, if earlier, to:

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

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**





2011-03

P.O. Box 332, Brownsville, California 95919

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September 12, 2011

The Board of Supervisors  
County of Yuba  
915 8<sup>th</sup> Street, Suite 109  
Marysville, Ca 95901

**CONFLICT OF INTEREST CODE**

The Board of Directors of the Foothill Fire Protection District (FFPD) has adopted a Conflict of Interest Code, a copy of which is attached.

The Board of FFPD requests that the Board of Supervisors of Yuba County approve this code and adopt it so that it will be in effect for this year and in the future.

At the regular monthly meeting of the Board of FFPD held on September 12, 2011 the said Conflict of Interest Code as adopted on a roll call vote.

Director Rodenberg YES  
Director Bunker YES  
Director Lunkley YES  
Director Travis YES  
Director Sciarrotta YES

Janice Sciarrotta  
Janice Sciarrotta  
Clerk of the Board  
Foothill Fire Protection District

Cc: Yuba County Elections



P.O. Box 332, Brownsville, California 95919

---

**RESOLUTION 2011-03  
CONFLICT OF INTEREST FOR  
FOOTHILL FIRE PROTECTION DISTRICT**

The Political Reform Act, Government Code Sections 81000, *et seq.*, requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments to the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations Section 18730 and any Amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which directors and officers are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the conflict of interest code of the FOOTHILL FIRE PROTECTION DISTRICT.

All elected and appointed directors and fire chief shall file their statements of economic interests with the FOOTHILL FIRE PROTECTION DISTRICT who will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all directors and fire chief will be retained by the agency.

## APPENDIX OF DISCLOSURE CATEGORIES

All Directors and Fire Chief shall report all interests in real property, all investments and business positions in business entities, and all income from sources which either:

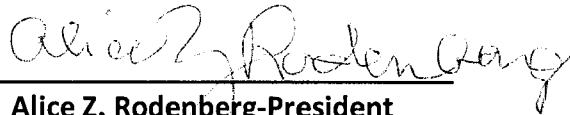
- 1) Provide facilities, services, supplies or equipment of the type utilized by the district; or
- 2) Contract for facilities, services, supplies, or equipment of the type utilized by the district; or
- 3) Are recipients of facilities, services, supplies, or equipment of the type provided by the district.

## DECLARATION

APPROVED, PASSED, and ADOPTED by the Governing Board of the  
FOOTHILL FIRE PROTECTION DISTRICT

This 12<sup>th</sup> day of September by the following vote:

Director Rodenberg yes  
Director Bunker yes  
Director Lunkley yes  
Director Travis yes  
Director Sciarrotta yes



Alice Z. Rodenberg-President  
Foothill Fire Protection District

Attest:



Janice Sciarrotta, Clerk, Governing Board of  
Foothill Fire Protection District

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United States  
Department of  
Agriculture

Forest  
Service

Tahoe  
National  
Forest

631 Coyote Street  
Nevada City, CA  
95959-2250  
530-265-4531  
530-478-6118 TDD  
530-478-6109 FAX

366-1201

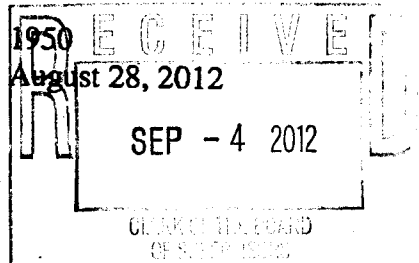
**RECEIVED**

SEP 04 2012

YUBA COUNTY DEPT.  
OF AGRICULTURE

File Code:

Date:



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

Dear Forest Users and Neighbors,

The Forest Service is proposing a project that would improve forest health, watershed health, and wildlife habitat, and reduce surface fuel loadings and ladder fuels to a level that will allow safe fire suppression, while staying consistent with management direction in the *Tahoe National Forest Land and Resource Management Plan* (1990) as amended by the *Sierra Nevada Forest Plan Amendment* (2004). The name of the project is the "Camp Project."

Existing conditions within the project area can be improved through a strategic, landscape level approach of pro-active vegetation and fuels management. These conditions affect the sustainability of a healthy forest, the associated wildlife habitat and the vulnerability of the ecosystem to the effects of large wildfires.

To accomplish these goals, this project proposes the activities described below on approximately 4,766 acres of national forest lands on the Yuba River Ranger District, primarily within Yuba County, with small sections in Sierra and Nevada Counties. Of this area, approximately 4,715 acres falls within the wildland urban interface (WUI).

The Camp project area is approximately 25,453 acres of which about 24,327 acres is WUI. The project area is located west and north of the community of Camptonville and east and north of Bullards Bar Reservoir (T18N R7E Sections 24-26; R8E Sections 2-11, 15-22 and 27-33; T19N R7E Sections 13, 24-26, and 35-36; R8E Sections 7-9, 11, and 13-36; R9E Section 19). The following treatments are proposed: (1) Mechanical thinning, including the removal of roadside hazard trees within unit boundaries, (2) Hand thinning of smaller sized trees and brush, (3) Machine piling and subsequent burning of slash, brush, small conifers and existing debris, (4) Prescribed underburning, (5) Precommercial thinning (chainsaw), (6) Hardwood enhancement (oak culturing and removal of conifers encroaching on oaks), (7) Building log structures and cover piles for wildlife, (8) Decommissioning of unauthorized routes (approximately 13.7 miles) or roads that are no longer needed for use and management of National Forest System lands (approximately 1.9 miles), (9) Repair of approximately 16.2 miles of existing roads to implement project activities, (10) Control of non-native invasive plants through manual removal in specified locations, (11) Planting of native species within landings and areas treated to remove non-native invasive species, (12) Restoration of a section of stream to its original channel, (13) Borate compound application to freshly cut stumps greater than 14 inches diameter, and (14) reroute of a non-motorized trail (0.5 miles).



Caring for the Land and Serving People

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BOS CORRESPONDENCE

If you would like to provide comments on this project, please submit written comments to: District Ranger, Yuba River Ranger Station, 15924 Highway 49, Camptonville, CA 95922. If you would like more information, contact Terri Walsh, Project Interdisciplinary Team Leader, or Dennis Stevens, NEPA Coordinator, at (530) 478-6253. Submit your comments, in writing, within 30 calendar days of the official notice appearing in Grass Valley's *The Union* newspaper. Your comments will be addressed in the environmental document that the Interdisciplinary Team will be developing over the next few months.

If you do not wish to comment but would like to follow the development of this project proposal, please let us know in writing by the above mentioned date. Submitted comments and/or addresses will be used to develop a list of interested persons for future mailings. If we do not hear from you, we will not be able to include you on the mailing list to be subsequently developed for this specific project.

Thank you for taking the time to read this letter and for your continued interest in the management of the Tahoe National Forest.

Sincerely,



TOM QUINN  
Forest Supervisor

cc: Genice Froehlich

enclosures

Yes, please place my name on the list of people interested in the Camp Project.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Fold and return this form to address on back.

Comments: \_\_\_\_\_

\_\_\_\_\_

Place  
Stamp  
Here

District Ranger, Yuba River Ranger District  
Yuba River Ranger Station  
15924 Highway 49,  
Camptonville, CA 95922

ATTN: Dennis Stevens



**\*\*\* PUBLIC NOTICE - PUBLIC NOTICE \*\*\***

USDA Forest Service, Tahoe National Forest  
Yuba River Ranger District

**Camp Project**

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If you would like to comment, please submit a written comment to: District Ranger, Yuba River Ranger Station, 15924 Highway 49, Camptonville, CA, 95922. If you would like more information, contact Terri Walsh, Project Interdisciplinary Team Leader, or Dennis Stevens, NEPA Coordinator, at (530) 478-6253. Submit your comments, in writing, within 30 calendar days of this notice's

appearance in Grass Valley's *The Union* newspaper. Your comments will be addressed in the environmental document that the Interdisciplinary Team will be developing over the next few months.

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# Camp Project

## Desired Condition, Purpose and Need, and Proposed Action

### Introduction

The Forest Service is proposing to improve forest health, enhance watershed health and wildlife habitat, and reduce surface fuel loadings and ladder fuels to a level that would allow safe fire suppression, consistent with management direction in the *Tahoe National Forest Land and Resource Management Plan* (1990) as amended by the *Sierra Nevada Forest Plan Amendment* (2004). The name of the project is the "Camp Project."

Existing conditions within the project area can be improved through a strategic, landscape level approach of pro-active vegetation and fuels management. These conditions affect the sustainability of a healthy forest, the associated wildlife habitat and the vulnerability of the ecosystem to the effects of large wildfires.

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### Background

Prior to this project's inception, an interdisciplinary Fireshed Analysis that included both the North and Middle Yuba River watersheds was accomplished in May of 2004. The analysis identified areas in need of fuels reduction and stand improvement to reduce the risk of detrimental effects from a major wildfire.

The Fireshed Analysis located portions of the landscape where reducing surface and ladder fuels could reduce extreme fire behavior. This can be accomplished by using a variety of management actions such as reducing the density of trees, re-introducing fire using prescribed burns, removing brush, smaller trees, and understory vegetation.

The analysis supported the need to improve conditions within specific areas of the two major watersheds by moving their existing condition towards a more favorable desired condition. Active management provides numerous opportunities to improve conditions and meet several resource objectives, especially reducing fuels, improving wildlife habitat, and improving the health of trees within forested stands.

### **Current Condition**

The forest type within the project area is most closely represented by the Mixed Conifer-Tanoak Group plant association as described in the *Ecological Guide to Mixed Conifer Plant Associations, Northern Sierra Nevada and Southern Cascades: Lassen, Plumas, Tahoe, and Eldorado Nation Forests* (USDA 1993). A conifer overstory of varied composition and a dense mid-story of tanoak are typical, creating a multi-layered or bi-layered canopy structure. This association indicates high precipitation.

Large conifers (greater than 30 inches DBH) are well represented in natural stands, and are found in most of the stands proposed for thinning. Where ponderosa pine is dominant in the overstory and tree density is high, clumps of insect killed large diameter pine are common. Additionally, blister rust affects a high percentage of the large sugar pine.

California black oak is on the decline within the project area. In stands with heavy conifer stocking, black oaks are either suppressed or dead, having been overtopped by the conifers.

Stand structure varies throughout the project area. Conifer plantations of various age groups are common across all ownerships. Many of the natural stands have been entered for various vegetation treatments several times over the last 30 years. Throughout the project area, structural diversity exists at the landscape level, but within-stand structure (both horizontal and vertical) is lacking in many areas.

### **Desired Condition**

Vegetation management under the *Sierra Nevada Forest Plan Amendment Record of Decision* (SNFPA ROD 2004) relies on a network of land allocations and the associated desired conditions for these land allocations. Desired condition is a statement describing a common vision for a specific land area (SNFPA ROD, page 36). The SNFPA ROD (pages 36 through 48) provides descriptions of desired conditions by land allocation. The Camp project area is located primarily within the Wildland Urban Interface (WUI) (see chart below for land allocations within the project area).

<b>SNFPA Land Allocations in the Camp Project Area.</b>		<b>Acres</b>
Wilderness, Designated and Proposed Wild and Scenic Rivers		1,080
Spotted Owl and Goshawk PACs		279
PACs in Defense Zones		490
PACs in Threat Zones		2,301
Defense Zones		1,855
HRCAs		3,804
HRCAs in Defense Zones		936
Threat Zones		5,560
Old Forest Emphasis		164
General Forest		54
Non Forest Service Lands		9,082

Additionally, a core group of resource specialists on the Camp Project interdisciplinary (ID) team developed project-specific refinements of desired conditions for the areas proposed for treatment. This group identified specific desired conditions based on the land allocations for each unit proposed for modification. These desired conditions were further refined into vegetation and fuels treatment prescriptions considering topographic features important in mimicking forest conditions created by fire behavior and fire return intervals as suggested in *An Ecosystem Management Strategy for Sierran Mixed-Conifer Forests* (North et al. 2009), referred to as GTR 220.

### **Purpose and Need**

The purpose and need for the Camp Project is to improve forest health, enhance watershed health and wildlife habitat, and reduce surface fuel loadings and ladder fuels to a level that will allow safe fire suppression in the case of a wildfire, consistent with management direction in *Tahoe National Forest Land and Resource Management Plan* (1990) as amended by the *Sierra Nevada Forest Plan Amendment* (2004).

Existing conditions within the project area, as described below, can be improved through a strategic, landscape level approach of pro-active vegetation and fuels management. These conditions affect the sustainability of a healthy forest, the associated wildlife habitat and the vulnerability of the ecosystem to the effects of large wildfires.

#### **1. Action is needed to improve the resilience and adaptive capacity of the mixed-conifer forest ecosystem.**

Mixed-conifer resilience is best ensured by (1) reducing fuels such that if the forest burned, the fire would most likely be a low-severity surface fire (Hurteau et al. 2009, Stephens et al. 2009b) and (2) producing a forest structure that keeps insect and pathogen mortality at low, chronic levels (North, Malcolm: Stine, Peter; O'Hara, Kevin; Zielinski, William; Stephens, Scott. 2009). Diseases such as annosus root disease and white pine blister rust in sugar pine occur at varying levels within the project area. Increased amounts of dead and/or defective trees, particularly along roads and trails, can create

unsafe conditions for forest users including motorists, mountain bikers, equestrians, miners and hikers.

**2. Action is needed to improve habitat quality and landscape connectivity.**

A management strategy that includes methods for increasing forest heterogeneity at multiple scales would include improve habitat quality and landscape connectivity (North, Malcolm; Stine, Peter; O'Hara, Kevin; Zielinski, William; Stephens, Scott. 2009). All of the Sierran reconstruction studies (Barbour et al. 2002, Bonnicksen and Stone 1982, Minnich et al. 1995, North et al. 2007, Taylor 2004) suggest mixed-conifer forests, under an active fire regime, had a naturally clumped distribution containing a variety of size and age classes.

**3. Action is needed to improve the quality and quantity of hardwoods and native shrubs in the project area.**

High densities of conifers are shading out black oak and madrone and suppressing their crown development, reducing acorn and seed production for wildlife. This poorer quality forage limits wildlife populations across the landscape. In absence of wildfire, declines in forage quantity and quality are projected to continue without active management.

**4. Action is needed to improve the health of conifer plantations in the project area.**

Some of the general principles outlined in the GTR 220 (North, Malcolm; Stine, Peter; O'Hara, Kevin; Zielinski, William; Stephens, Scott. 2009) can be applied to stand-level plantations, especially the concept of increasing spatial heterogeneity. The high uniformity of plantations (both spatially and temporally) makes them vulnerable to catastrophic change from fire, insects, and disease.

**5. Action is needed to reduce fuel loading in areas of dense, smaller trees and thick undergrowth.**

The Camp project area has seen many fires in the past 110 years. The most devastating was the Pendola Fire of 1999, which burned 11,725 acres and destroyed 76 structures. The more recent Bullard Fire in 2010 burned 1,307 acres. Fires less than 100 acres in size (Class A, B & C Fires), have occurred many times in the past century and have been primarily human caused. This past fire history, combined with existing fuel accumulations in the project area, heighten the need to take action to protect the adjacent private land and homes that are found in the project area's extensive WUI (Wildland Urban Intermix).

Fuels along roadways have become overgrown. These areas are especially prone to fire starts from vehicles, and can easily be overcome with crown fire, preventing safe evacuation for property owners. In addition, areas of dense smaller trees and thick undergrowth exist throughout the project area. These areas contain a high level of contiguous surface fuels creating conditions for more intense fires, including a higher incidence of crown fire, higher mortality of vegetation, greater impacts on soil and water resources, greater risks to firefighters, and greater risks to the communities within the project area.

**6. Action is needed to address the impacts of existing unauthorized routes and unneeded roads on watershed conditions and wildlife habitat.**

The project area provides important winter and holding habitat for the Downieville Deer Herd. Deer habitat quality decreases when road densities exceed two miles of open road per square mile (Perry and Overly 1976, Thomas et al. 1979). Road densities within most sections of the analysis area exceed this threshold. Dirt roads that are not maintained are sources of erosion, causing soil loss and sedimentation into creeks and degrade aquatic habitats. Additionally, roads within the project area that enter Protected Activity Centers for the California spotted owl and northern goshawk increase the potential for human disturbances within sensitive nesting areas. There is an opportunity to close roads where they are no longer needed, or where they can no longer be maintained.

There are 112 roads or segments of roads in the project area that, due to their current condition and/or isolated location, are not needed for land management, private land access, or general public use. Most of these roads (totaling approximately 13.7 miles) are unauthorized routes, in other words, they are not part of the National Forest Transportation System. Of these, approximately 2 miles are in close proximity to drainages, and another 2.2 miles access sensitive raptor nest sites. All the roads within the Camp project area were site specifically analyzed by the ID team with regard to present and future uses of each road.

**7. Action is needed to prevent the introduction and establishment of new non-native invasive plants and to control and/or eradicate existing infestations.**

Surveys and known information indicate that the project area has known occurrences of several non-native invasive plants (NNIP) including Scotchbroom (*Cytisus scoparius*), Frenchbroom (*Genista monspessulana*), Spanish broom (*Spartium junceum*), yellow starthistle (*Centaurea solstitialis*) and Himalayan blackberry (*Rubus discolor*). Most infestations occur along roads and/or within disturbed areas. NNIP are known to displace native and beneficial plants by out-competing them for light and nutrients. Some infestations of Scotchbroom in the project area are dense monospecific stands within plantation settings, such as the 99-acre infestation located along Moonshine Road. Scotch/French/Spanish brooms are known to impact conifer forests by interfering with the re-establishment of conifer seedlings, creating ladder fuels, and changing fuel patterns. In addition, these brooms are less palatable and provide poor nutritional value for deer, and dense stands can impede movement of wildlife. Some NNIP species are also known to colonize undisturbed areas putting areas adjacent to infestations at risk.

An integrated NNIP management approach is recommended for the project area to control NNIP infestations while they are relatively small. Controlling small infestations is considered the most cost effective method of treatment compared to attempting control once infestations are large and widespread. The strategy for integrated NNIP management emphasizes five main components: (1) prevention of conditions that favor NNIP introduction and establishment; (2) early detection of new infestations; (3) site-specific control of established NNIP; (4) rapid detection and eradication of new infestations; and (5) monitoring and adaptive management to continually improve treatment effectiveness.

**8. Action is needed to reintroduce fire into the project area's fire adapted ecosystems.**

Before fire suppression, fires burned regularly, creating high quality forage and cover, and diverse forest structure and species composition. These characteristics are currently lacking within the project area.

**9. Action is needed to restore natural stream flow in degraded stream channels.**

Unauthorized vehicle use off of the Baker Ranch Road where it crosses the west branch of Bridger Creek has created ruts that divert water out of the creek for a short distance. This has formed an active headcut that is moving sediment into the creek. Restoring the flow back into the channel and stabilizing the streambank will be less costly to correct now, than it would be in the future, if the headcut is allowed to get larger.

**10. Action is needed to discourage OHV use on a section of non-motorized trail.**

Off highway vehicle (OHV) use is occurring on a section of Bullards non-motorized trail. A 0.5 mile trail reroute would discourage OHV use on this non-motorized trail.

**Opportunities Identified**

- There is an opportunity to thin competing trees to reduce inter-tree competition and improve the health of remaining trees. There is also an opportunity to increase structural diversity within stands having predominantly even-aged/sized trees. Silvicultural prescriptions that retain large trees, large snags, large down logs, encourage within-stand structural diversity (irregularly thin homogeneous stands), and encourage tree species and age-class diversity, all move ecosystems toward greater resiliency and adaptive capacity and improve habitat quality and connectivity.
- There is an opportunity to improve or restore wildlife habitat by actively managing some areas with a variety of manual, mechanical, and prescribed fire treatments. Thinning conifers from within and around oaks can increase survival and promote better crown development, mast production, and seedling establishment. Slash generated through harvesting activities could be utilized as log structures and cover piles for wildlife habitat. Thinning can be achieved commercially through a timber sale, and non-commercially using a variety of funding sources (e.g. agency-appropriated dollars, funds made available from a timber sale under the Knudsen-Vandenberg Act, volunteer groups).
- Hand cutting shrubs and small trees and re-introducing fire under prescribed conditions can be used to revive forage, remove ladder fuels within forests, and encourage the growth of a variety of herbaceous vegetation. All of these increase the reliability of foraging opportunities for wildlife.
- There is an opportunity to thin overstocked plantations, improving growth and reducing susceptibility of trees to insects and disease. There is also an opportunity to increase spatial heterogeneity in uniform stands.



- There are opportunities to reduce the amount of fuel and change the pattern of fuel on the landscape to slow fire spread and to aid fire suppression activities.
- There are opportunities to re-introduce fire as an ecosystem process. Understory burning would decrease future wildfire intensities by reducing surface fuels, ladder fuels, and increasing crown base heights. Understory burning would also benefit wildlife by creating new snags and young succulent shrubs.
- There are opportunities to reduce fuel loadings and tree densities by hand and mechanical treatment.
- There is an opportunity to fall and/or remove hazardous trees from within planned harvest units along high-use National Forest System roads and trails, improving safety for forest users.
- There is an opportunity to protect large diameter trees from heat induced injury to the cambium during underburning operations by clearing heavy fuel accumulations from around the base of the tree.
- There is an opportunity to protect trees from the spread of annosus root disease by treating freshly cut stumps with a registered borate compound.
- There is an opportunity to improve road conditions through road maintenance.
- There is an opportunity to close, decommission, or gate roads where they are no longer needed.
- There is an opportunity to reduce the establishment of non-native invasive plants and to control the spread of existing infestations.
- There is an opportunity to restore a portion of stream located approximately 50 feet north of the Baker Ranch Road (see map) that is currently diverting water out of the stream channel.
- There is an opportunity to reroute a section of non-motorized trail to help maintain the integrity of the trail and prevent motorized access.
- There is an opportunity to accomplish a variety of the above mentioned management objectives by offering commercial contracts.

## **Proposed Action**

The proposed action is designed to modify landscape-scale fire behavior by implementing management direction for strategically placed area treatments described in 2004 SNFPA ROD Standard and Guidelines #1 and #2 (pg. 49). As such, treatment areas were located and treatment prescriptions were developed by evaluating topography, ownership patterns, potential fire behavior, existing vegetative and wildlife habitat conditions, historic recreational use and the location of wildland urban intermix (WUI)

zones. Areas were prioritized for treatment based on their stand characteristics, expected effectiveness of treatments, economic considerations, proximity to other treatment areas and their fit into the overall landscape strategy. For this reason, not all areas within the project area are proposed for treatment. The goal was to initiate treatments in specific locations where the effects of the activities would reduce potential wildfire intensity, improve overall tree health, improve within stand structural diversity, and enhance wildlife habitat across a broader landscape.

Generally, hand thinning would remove smaller trees up to 10 inches in diameter while mechanical thinning would utilize a combination of ground-based and aerial logging systems to harvest conifers up to a maximum of 29 inches dbh (except for hazard trees). Thinning would remove predominantly shade tolerant conifers and retain the more drought and fire resistant shade intolerant species, especially on ridgetops and south facing slopes. Healthy sugar pine would not be removed. Conifers that are encroaching on healthy hardwoods and large conifers would be removed to reduce competition, provide ample growing space for crown expansion, and depending on the size of the opening, create conditions favorable for regeneration. Large hardwoods that are completely overtopped by conifers, especially on lower and north-facing slopes would not be released from competition, as these trees could provide important wildlife habitat structure. In general, the objective would be to create more open stands on ridgetops and upper to mid south-facing slopes and maintain higher canopy cover on north-facing and lower slopes. When selecting trees for removal, preference would be given to groups of unhealthy trees such as trees infected with disease or insects. Small gaps averaging 1/4 acre in size would be created to remove root disease pockets and clumps of trees exhibiting characteristics of poor health. Dense pockets of trees with high canopy cover around potential wildlife structures, such as fork-topped trees, trees with cavities, large rotten oaks, and snag pockets, would be retained. Clumps and gaps would be incorporated into the tree distribution to improve the treated stand's structural diversity. Risk of mortality to large trees from wildfire and inadvertent loss to prescribed fire would be reduced by clearing ladder fuels and bark sluff from around the base of the trees.

Fuels treatments have been planned along main travel corridors and ridges to compliment strategic control points in the event of a wildfire. Fuels treatments follow Agee's four basic principles of effective fuels reduction: reduction of surface fuels, increase in crown base heights, decrease in crown density, and retention of large fire-resistant trees (Agee and Skinner, 2005).

Approximately 13.7 miles of existing, unauthorized roads and 1.9 miles of unneeded roads are being proposed for decommissioning. Road decommissioning, depending on the method used (i.e. total obliteration of the road prism by re-contouring the slope or deep tilling with water bars and removal of all culverts, or water barring the road with placement of logs, brush, and other woody debris along with culvert removal, or simply water barring the road with a permanent entrance closure) can place roads in long term storage for roads that may be needed again in future years. Primary benefits of the road decommissioning include erosion control and in some cases, restoration of the hillslope hydrology. Secondary benefits include protection of aquatic habitat, acceleration of re-establishment of pre-existing native plant communities, and wildlife habitat enhancement (see page 5, Action Item # 6). Decommissioning activities are designed to promote natural recovery of the road surface by restoring the natural hydrologic function (infiltration capacity) of the soil in the roadbed and reducing runoff and erosion.

The proposed action includes the following activities: (1) Mechanical thinning, including the removal of roadside hazard trees within unit boundaries, (2) Hand thinning of smaller sized trees and brush, (3) Machine piling and subsequent burning of slash, brush, small conifers and existing debris, (4) Prescribed underburning, (5) Precommercial thinning (chainsaw), (6) Hardwood enhancement (Oak culturing and removal of conifers encroaching on oaks), (7) Building log structures and cover piles for wildlife, (8) Decommissioning approximately 13.7 miles of existing unauthorized routes and approximately 1.9 miles of roads that are no longer needed for management and use of National Forest System lands, (9) Repairing approximately 16.2 miles of existing roads to implement project activities, (10) Control of non-native invasive plants through manual removal in specified locations, (11) Planting native species within landings and areas treated to remove non-native invasive species, (12) Restoring a section of stream to its original channel, (13) Borate compound application to freshly cut stumps greater than 14 inches diameter, and (14) Non-motorized trail reroute of (0.5 miles).

A description of each type of proposed treatment is listed below:

**Mechanical Thinning** – Mechanical thinning is a harvest activity that utilizes ground-based or aerial logging equipment to remove identified trees while retaining desirable trees in order to accomplish fuels reduction, stand improvement, public safety and/or wildlife habitat enhancement objectives. A network of skid trails (in the case of ground-based thinning operations), landings, and, in some cases, temporary roads (which are removed following project activities) is used to transport and collect harvested material.

**Underburning** – Underburning is a generalized term used when applying prescribed fire to large areas. Prescribed fire targets surface fuels, some understory, and, in rare cases, larger trees. Surface fuels are the primary agent of fire spread. The objective is to apply controlled fire under optimum conditions where the treatment can modify fuel conditions to effectively reduce fire behavior and the corresponding intensity of a future wildfire. Within some areas proposed for burning, the goal of the treatment may be to consume a significant portion of the understory vegetation in order to reduce future fire severity. In other areas, the goal is to create new growth of native shrub species and forage opportunities for wildlife.

**Hand Thinning** – Hand thinning is an activity that utilizes crews with chainsaws or handsaws that cut understory conifers less than 10 inches in diameter and brush (greater than 12 inches in height) in order to accomplish fuels reduction, stand improvement and/or wildlife habitat/plant community enhancement objectives.

**Machine piling and burning** – After small conifers (generally less than 10 inches dbh) and brush (generally greater than 12 inches in height) have been hand cut, the material is piled by a tractor into burn piles and covered with material to keep dry. The piles are subsequently burned in the winter months or during periods of low fire danger. This treatment removes surface and ladder fuels throughout the treatment unit.

Specifically, the following actions are being proposed:

- **Mechanical Thinning to Meet Multiple Resource Objectives:** Approximately 1,353 acres are proposed for thinning within the treatment units identified in Table 4 and displayed on the attached maps. Natural stands would be thinned

primarily to improve conditions for the more shade intolerant conifer species and hardwoods, especially on ridgetops and south-facing mid to upper slopes, create a more diverse stand structure containing clumps and small openings (averaging 1/4 acre in size), and to improve overall tree health, resistance to insects and disease, and resiliency to changing climatic conditions. Mechanical thinning would be aimed at reducing hazardous fuels as well.

All trees 30 inches dbh or larger would be retained (SNFPA 2004) except for hazard trees. Diverse stand structure valuable to wildlife, such as retention patches and large snags, would be protected from harvest operations whenever possible. Thinning prescriptions would strive to meet multiple resource objectives including economic feasibility. All thinning treatments would be consistent with the SNFPA ROD standards and guidelines for mechanical thinning treatments (pp. 50-51).

Within the project area, there are about 2,500 acres of conifer plantations on National Forest system lands. Approximately 362 acres of pine dominated plantations resulting from past clearcuts are proposed for mechanical thinning in the Camp Project. While the plantations would continue to be predominantly occupied by pine following thinning, healthy, vigorous conifers other than pine would be favored as leave trees. Silvicultural treatments would improve overall tree health, resistance to insects and disease, promote hardwoods, and create a more diverse stand structure. Trees would be harvested by chainsaw or by mechanical harvest methods. Where applicable, follow-up underburning would reduce competition and fuels, creating a healthier residual stand.

- Hardwood Enhancement: Hardwood sprouts would be cultivated within proposed units by handcutting, leaving up to 3 to 4 dominant stems (see maps for hardwood enhancement units within the Pendola Fire area).

Smaller diameter conifers (less than 10 inches dbh) would be hand cut and trees greater than or equal to 10 inches dbh would be mechanically thinned around oaks in units 3, 5, 7, 11, 15, and 21. Conifers selected for removal would reduce competition with hardwoods.

Cover piles and log structures would be created for wildlife utilizing slash to improve sheltering habitat for smaller animals and prey species. As coordinated with the fuels officer, material could be scattered.

- Log Structures and Cover Piles: Cover for smaller animals and prey species would be improved, where cover and/or large log structures are lacking, by cutting slash and smaller diameter trees (less than 10 inches diameter) and re-arranging them to create cover piles and log structures, within treated units. Priority areas would be near riparian areas and within sensitive wildlife species habitat. Cover piles would not be placed in areas of sensitive plants. Cover piles are proposed within approximately 10 percent of the area within proposed units. In general, cover piles would not exceed an average of 10 per acre. The district biologist would coordinate with the district fuels specialist to locate these log structures and cover piles to avoid site-specific fuels concerns at the time of project implementation.

- Hand Thin and Machine Pile to Reduce Surface and Small Ladder Fuels: Along roadways, surface and ladder fuels would be reduced to less than 5 tons per acre to create opportunities for fire suppression. These actions would allow greater access and egress for local home owners and firefighting resources in the event of a large wildfire. Specific treatment actions include the thinning of trees 9 inches dbh and less by chainsaw (hand cut) followed by the piling of these and residual surface fuels by machine (bulldozer). The piles created would be burned in the fall and winter months, and an underburn of the entire unit would occur within 5 years.

In those units where both mechanical thinning and hand cutting and mechanical piling are proposed, regardless of other treatment occurring on those same acres, hand cut/machine pile treatment would only occur where excess ladder and surface fuels remain after harvest. In units where hand cut/machine piling is not necessary, underburning would be applied to achieve the goal of less than 5 tons per acre loading of surface fuels.

Mechanical thinning units that do NOT overlap with proposed hand cut/machine pile treatment units would be analyzed for piling of activity fuels post-harvest (where slopes allow), burning of piles and possible follow-up underburning. These treatments would occur only as needed to achieve a goal of 10 tons per acre or less of surface fuel loading.

- Underburning to Reduce Surface Fuels: Underburning would be used on approximately 3,380 acres to remove activity generated fuels as well as naturally occurring fuels that have accumulated over time. (Refer to the attached maps.) The intent of this treatment is to reduce the surface fuel loading to levels that, when exposed to wildfire, would burn with lower fire line intensities and rates of spread. This change to the current fire behavior would allow safer suppression of wildfires and likely reduce the potential for large stand-replacing fires.
- Large Tree Protection: Within planned underburn units, heavy accumulations of duff and down material would be removed from around the boles of selected large trees greater than 30 inches dbh for added protection before underburning.
- Borate compound application: Freshly cut stumps greater than 14 inches diameter would be treated with a registered borate compound to minimize the creation of new root disease infection centers.
- Precommercial thinning (chainsaw) to Improve the Health of Plantations: Approximately 16 acres of existing plantations would be thinned using chainsaws. Hardwoods would be retained, and black oak would be released from conifer competition. Clumps and gaps in tree distribution would promote structural diversity and cover desirable to wildlife. Fallen tree boles and limbs would be cut to lengths of 4 feet or less. Slash depth would be reduced to acceptable levels (as specified by the fuels specialist) by lopping and scattering of cut material. Slash created within 50 feet of National Forest System roads and county roads would be chipped.

- Non-native invasive plant management: Scotchbroom, Frenchbroom, Spanishbroom, yellow starthistle, and Himalayan and dissected-leaf blackberry would be controlled by hand clipping, digging, or pulling, along roadsides, within specific units and in landings. Treated material would be piled for burning.
- The following relatively small site specific non-native invasive plant infestations would be manually treated prior to implementation of the project and annually until the soil seed bank is depleted (*funding dependent*):
  - 1) **Roadsides**: Along Pendola road, FS road 47-1, road 123-2, road 8-1, Moonshine road 7, road 119-1, road 122, and road 120.
  - 2) **Units**: Units 5, 6, 8, 15, 25, and 40; DD, H, RR, SS, TT, UU, V, and Y; and 0250022, 0250029, 0250030, 0250033, 0250038, and 0250039.
- Scotchbroom Treatment: Approximately 99 acres of Scotchbroom located along Moonshine Road in units RR, SS, TT and UU would be manually treated. Hand tools (brushcutters/loppers/weed wrenches) would be used to cut or pull the Scotchbroom to ground level. Cut material would be piled and burned.
- Trail Reroute: Reroute approximately 0.5 miles of non-motorized trail that passes through thinning unit 11 (T19N, R8E, Sections 3 and 10). The purpose of the reroute is to move the trail to a more isolated location to discourage use of the trail by motorized vehicles.
- Stream Restoration: On Bridger Creek, in the SW 1/4 of the SW ¼ of Section 28, T19N, R8E, the current channel would be rerouted back to the original alignment by raising the ground level of the existing diverted channel to restore the natural stream flow, using onsite fill material. The total area of disturbance would not exceed 1/10<sup>th</sup> of an acre. Heavy equipment may be used to re-grade the area. Nearby woody debris may be used to stabilize and protect the site.
- Road Repair: Harvest activities would require approximately 16.2 miles of road repair. Types of repairs include: roadside brushing, reconditioning drainage structures such as dips, water bars, and roadside ditches, culvert cleaning, surface grading, hazard tree felling, and potential spot rocking.

**Table 1. Camp Project Road Repair**

Camp Project		Road Repair
Rd ID	Miles	Comment
47-001	5.83	ML2 - Recondition
47-001-01	.53	ML1 - Recondition
47-001-02	1.39	ML2 - Recondition
47-001-03	1.79	ML2 - Recondition

119-001-01	.56	ML1 - Recondition
120-008	2.84	ML3 - Recondition (Managed as ML-2)
120-008-04	.49	ML2 - Recondition
120-008-05	1.04	ML1 - Recondition
122-004	.13	ML2 - Recondition
122-004-05	.03	ML2 - Recondition
123-002	1.56	ML1 - Recondition
<b>Total</b>	<b>16.19</b>	

- Removing Hazards Created by Danger Trees: Per district hazard tree guidelines (available upon request, at Yuba River RD), hazardous trees within thinning units would be identified and removed along maintenance level 3, 4, and 5 National Forest System roads and high-use recreational/administrative sites within thinning unit boundaries only.
- Road Maintenance: Approximately 34 miles of National Forest System roads would be maintained to provide access to treatment areas, provide for public and contractor safety, and improve watershed conditions through erosion control and road surface protection. This work includes: grading, clearing, ditch cleaning and repair, and hazard tree removal within unit boundaries.
- Road Decommissioning: For watershed and wildlife habitat improvement, decommission approximately 13.7 miles of unauthorized routes and approximately 1.9 miles of roads currently not needed for land management, private land access, or general public use (refer to the table below, as well as the attached map).

Identified roads (see project maps) would be decommissioned through the Timber Sale Contract, if used by the Purchaser, after harvest. The remaining roads would be decommissioned using other funds as funds become available.

**Table 2. Camp Project Road Decommissioning**

Road No.	Miles	Comments
08-007	0.69	Managed as a ML-1, Partial Decommission
0117-02a	0.19	Decommission
0119-001-03	0.88	Decommission after temporary use for mechanical thinning operations
0120-005	0.13	Decommission, Use as Temp Road
0120-011	0.09	Decommission after use as a Temp Road for mechanical thinning operations
C180701-1	0.23	Decommission
C180724-2	0.14	Decommission
C180802-1	0.08	Decommission
C180802-2	0.05	Decommission
C180802-3	0.18	Decommission
C180803-1	0.28	Keep Upper Half add as Specified Road, Decommission Lower Half
C180803-3	0.17	Decommission
C180803-4	0.05	Decommission
C180809-1	0.08	Decommission
C180810-1	0.05	Decommission

C180810-10	0.03	Decommission
C180810-11	0.55	Decommission
C180810-2	0.12	Decommission
C180810-4	0.20	Decommission
C180810-5	0.19	Decommission
C180810-6	0.04	Decommission
C180810-7	0.10	Decommission
C180810-8	0.12	Decommission
C180810-9	0.02	Decommission
C180811-1	0.04	Decommission
C180816-1	0.04	Decommission
C180816-1	0.26	Decommission
C180816-3	0.12	Decommission
C180816-4	0.07	Decommission
C180816-5	0.08	Decommission
C180816-6	0.02	Decommission
C180817-1	0.10	Decommission
C180817-2	0.06	Decommission
C180817-3	0.11	Decommission
C180817-4	0.03	Decommission
C180817-5	0.07	Decommission
C180817-6	0.03	Decommission
C180819-3	0.03	Decommission
C180819-4	0.01	Decommission
C180819-6	0.09	Decommission
C180819-8	0.06	Decommission
C180819-9	0.14	Decommission
C180820-1	0.10	Decommission
C180820-10	0.06	Decommission
C180820-2	0.21	Decommission
C180820-3	0.04	Decommission
C180820-4	0.07	Decommission
C180820-5	0.04	Decommission
C180820-6	0.08	Decommission
C180820-7	0.06	Decommission
C180820-8	0.04	Decommission
C180820-9	0.04	Decommission
C180821-1	0.21	Decommission
C180821-2	0.15	Decommission
C180828-1	0.07	Decommission
C180828-2	0.05	Decommission
C180828-4	0.07	Decommission
C180828-5	0.05	Decommission
C180829-1	0.02	Decommission
C180829-2	0.26	Decommission
C180830-1	0.03	Decommission
C180830-2	0.07	Decommission
C180833-1	0.06	Decommission
C180807-2	0.32	Decommission
C180807-3	0.17	Decommission
C190725-1	0.05	Decommission



C190725-2	0.02	Decommission
C190725-3	0.11	Decommission
C190736-3	0.06	Decommission
C190816-1	0.04	Decommission
C190816-2	0.35	Decommission
C190816-3	0.37	Decommission
C190816-4	0.13	Decommission
C190816-5	0.03	Decommission
C190816-6	0.05	Decommission
C190816-7	0.04	Decommission
C190817-1	0.07	Decommission
C190817-2	0.15	Decommission
C190817-3	0.10	Decommission
C190817-4	0.03	Decommission
C190819-1	0.14	Decommission
C190821-4	0.05	Decommission
C190823-1	0.12	Decommission
C190823-1	0.01	Decommission
C190823-2	0.18	Decommission
C190824-2	0.08	Decommission
C190824-3	0.09	Decommission
C190824-4	0.03	Decommission
C190824-5	0.13	Decommission
C190826-1	0.12	Decommission
C190826-2	0.06	Decommission
C190826-3	0.12	Decommission
C190827-1	0.10	Using as Temp Road for Camp then Decommission after mechanical thinning operations
C190827-3	0.08	Decommission
C190827-4	0.03	Decommission
C190827-5	0.31	Decommission
C190827-6	0.32	Decommission
C190827-7	0.38	Decommission
C190827-8	0.51	Using as Temp Road for Camp then Decommission after mechanical thinning operations
C190827-9	0.05	Using as Temp Road for Camp then Decommission after mechanical thinning operations
C190828-1	0.74	Decommission
C190828-10	0.05	Decommission
C190828-11	0.11	Decommission
C190828-12	0.07	Decommission
C190828-13	0.04	Use as Temp Road for Camp then Decommission after mechanical thinning operations
C190828-2	0.32	Decommission
C190828-3	0.09	Decommission
C190828-9	0.12	Decommission
C190830-1	0.02	Decommission
C190830-2	0.24	Decommission,
C190832-2	0.21	Decommission
C190835-1	0.14	Decommission
<b>TOTAL</b>	<b>15.63</b>	

Implementation of the project's proposed activities (as described above) is dependent upon obtaining sufficient funding and/or human resources from a variety of sources. Sources can include volunteer groups, grants, appropriated funds and funds generated from the sale of wood products. Fluctuating market conditions and the demand for wood products can also influence the amount of available funding.

The potential environmental effects of all proposed project activities will be analyzed during the interdisciplinary planning process and disclosed in an environmental assessment prepared for this project.

The following is a treatment summary for the actions proposed under the Camp Project:

**Table 3. Camp Project Proposed Fuels Treatments:**

<b>Unit Designation</b>	<b>Estimated Unit Acres</b>	<b>Proposed Treatment</b>	<b>SNFPA Land Allocation</b>	<b>Primary Purpose for Treatment</b>
<b>A</b>	42.6	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>AA</b>	73.4	Handcut/Hand Pile, Pile Burn, Underburn	Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>AAA</b>	18.2	Underburn	HRCA/Defense Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>B</b>	56.7	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>BB</b>	25.4	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/Defense/Threat Zone	Fuels Reduction
<b>BBB</b>	45.3	Underburn	PAC/HRCA/Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>C</b>	26.1	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>CC</b>	33.7	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>CCC</b>	27.3	Underburn	HRCA/Defense Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>D</b>	34.0	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>DD</b>	51.2	Handcut/Tractor Pile, Pile Burn, Underburn	Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>DDD</b>	26.5	Underburn	PAC/HRCA/Defense/Threat Zone	Fuels Reduction

<b>E</b>	81.7	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>EE</b>	87.7	Underburn	PAC/HRCA/Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>EEE</b>	38.1	Handcut, Hand Pile Burn, Underburn	HRCA/Defense Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>F</b>	30.8	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/Threat Zone	Fuels Reduction
<b>FF</b>	36.5	Handcut/Hand Pile, Pile Burn, Underburn	HRCA/Defense Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>FFF</b>	27.4	Handcut/Tractor Pile, Pile Burn, Underburn	Defense Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>G</b>	97.2	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>GG</b>	53.1	Handcut/Hand Pile, Pile Burn, Underburn	HRCA/Defense Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>H</b>	19.5	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>HH</b>	129.2	Handcut/Tractor Pile, Pile Burn, Underburn	Defense Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>I</b>	21.8	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>II</b>	74.0	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>J</b>	8.0	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>JJ</b>	80.2	Handcut, Hand Pile, Pile Burn, Underburn	HRCA/ Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>K</b>	16.4	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/ Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>KK</b>	36.9	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/ Defense Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>L</b>	7.0	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/ Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>LL</b>	40.3	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/ Defense Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>M</b>	42.0	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/ Threat Zone	Fuels Reduction/Wildlife Habitat Improvement

<b>MM</b>	209.6	Handcut, Hand Pile, Pile Burn, Underburn	PAC/HRCA/Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>N</b>	16.2	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/ Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>NN</b>	21.7	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/ Defense Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>O</b>	56.9	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>OO</b>	15.8	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/ Defense Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>P</b>	66.2	Underburn	PAC/HRCA/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>PP</b>	11.4	Handcut/hand pile, pile burn	HRCA/ Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>Q</b>	32.5	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>QQ</b>	15.3	Handcut/hand pile, pile burn	HRCA/ Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>R</b>	29.1	Handcut/Tractor Pile, Pile Burn, Underburn	HRCA/ Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>RR</b>	62.2	Handcut/Hand pile, burn	PAC/Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>S</b>	63.5	Underburn	PAC/HRCA/Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>SS</b>	28.9	Handcut/Hand pile, burn	PAC/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>T</b>	241.9	Underburn	PAC/HRCA/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>TT</b>	197.2	Handcut/Hand pile, burn, Underburn	PAC/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>U</b>	83.0	Handcut, Hand Pile Burn	PAC/HRCA/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>UU</b>	16.4	Handcut/Hand pile, Pile Burn, burn	PAC/Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>V</b>	174.2	Underburn	PAC/HRCA/Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>W</b>	86.8	Underburn	HRCA/Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement

<b>WW</b>	85.1	Underburn	HRCA/ Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>X</b>	9.9	Handcut/Hand Pile, Pile Burn, Underburn	HRCA/Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>XX</b>	140.9	Handcut, Hand Pile, Pile Burn, Underburn	PAC/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>Y</b>	9.1	Handcut/Hand Pile, Pile Burn, Underburn	HRCA/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>YY</b>	48.9	Underburn	PAC/HRCA/Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>Z</b>	55.5	Handcut/Hand Pile, Pile Burn, Underburn	HRCA/Defense Zone	Fuels Reduction
<b>ZZ</b>	212.8	Underburn	PAC/HRCA/Defense/Threat Zone	Fuels Reduction/Wildlife Habitat Improvement
<b>Totals:</b>	<b>3,380</b>			

**Table 4. Camp Project Proposed Mechanical Thinning Treatments:**

<b>Unit Designation</b>	<b>Estimated Unit Acres</b>	<b>Harvest System</b>	<b>SNFPA Land Allocation</b>	<b>Primary Purpose for Treatment</b>
<b>3</b>	57	Ground	HRCA/Threat Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
<b>5</b>	109.7	Ground	Defense/Threat Zone	Wildlife <sup>1,3</sup> /Forest Health/Fuels Reduction
<b>6</b>	28.6	Ground	HRCA/Threat Zone	Wildlife <sup>1,3</sup> /Forest Health/Fuels Reduction
<b>7</b>	70.1	Ground	HRCA/Defense/Threat Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
<b>8</b>	21.2	Ground	HRCA/Defense Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
<b>9</b>	23.9	Ground	HRCA/Defense/Threat Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
<b>10</b>	34.8	Ground	HRCA/Defense/Threat Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
<b>11</b>	91.4	Ground	HRCA/Defense/Threat Zone	Forest Health/Fuels Reduction
<b>12</b>	28.5	Ground	HRCA/Threat Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
<b>13</b>	23.4	Ground	HRCA/Defense/Threat Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
<b>15</b>	46.7	Ground	HRCA/Threat Zone	Wildlife <sup>3</sup> /Forest Health/Fuels Reduction
<b>17</b>	33.5	Ground	HRCA/Defense/Threat Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
<b>18</b>	38	Ground	HRCA/Threat Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
<b>19</b>	54.8	Ground	HRCA/Threat Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
<b>20</b>	23.6	Ground	HRCA/Threat Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction

21	31.2	Ground	HRCA/Threat Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
22	240.1 – 117 Aerial, 123 ground	Aerial/Ground	HRCA/Threat Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
26	10.9	Ground	Defense Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
27	16.4	Ground	HRCA/Defense/Threat Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
28	36.1	Ground	HRCA/Threat Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
30	48.2	Aerial	HRCA/Threat Zone	Wildlife <sup>3</sup> /Forest Health/
31	18.7	Ground	HRCA/Threat Zone	Wildlife <sup>1,3</sup> /Forest Health/Fuels Reduction
35	12.5	Ground	HRCA/Threat Zone	Wildlife <sup>1,3</sup> /Forest Health/Fuels Reduction
37	16	Aerial	HRCA/Threat Zone	Forest Health/ Wildlife <sup>3</sup>
40	15.1	Ground	HRCA/Threat Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
46	27.1	Ground	HRCA/Threat Zone	Wildlife <sup>2</sup> /Forest Health/Fuels Reduction
49	19.9	Ground	HRCA/Threat Zone	Wildlife <sup>2</sup> /Forest Health/Fuels Reduction
52	35.5	Ground	HRCA/Defense/Threat Zone	Wildlife <sup>1,3</sup> /Forest Health/Fuels Reduction
53	22	Ground	HRCA/Defense/Threat Zone	Wildlife <sup>1,3</sup> /Forest Health/Fuels Reduction
54	22.3	Aerial	HRCA/Threat Zone	Forest Health/ Wildlife <sup>3</sup>
56	24.9	Ground	HRCA/Threat Zone	Wildlife <sup>1,2,3</sup> /Forest Health/Fuels Reduction
1022	46.1 – 26 Aerial, 20 ground	Aerial/Ground	HRCA/Threat Zone	Wildlife <sup>1,3</sup> /Forest Health/Fuels Reduction
1035	15.8	Aerial	HRCA/Threat Zone	Forest Health/ Wildlife <sup>3</sup>
1122	7.5	Aerial	HRCA/Threat Zone	Forest Health/ Wildlife <sup>1,2,3</sup>
<b>Totals:</b>	<b>1,353</b>			

Wildlife<sup>1</sup>-oak enhancement

Wildlife<sup>2</sup>-pine/oak enhancement

Wildlife<sup>3</sup>-structural diversity

**Table 5. Camp Proposed Plantation Thinning**

<b>Unit Designation</b>	<b>Estimated Unit Acres (Thinning Only)</b>	<b>Harvest System</b>	<b>SNFPA Land Allocation</b>	<b>Primary Purpose for Treatment</b>
0250008	5.2	Mechanical Thin	Defense/Threat Zone	Forest Health/Fuels Reduction
0250018	31.8	Mechanical Thin	PAC/HRCA/Threat Zone	Forest Health/Fuels Reduction
0250020	16.2	Chainsaw Thin	PAC/HRCA/Threat Zone	Forest Health/Fuels Reduction
0250021	28.0	Mechanical Thin	PAC/HRCA/Threat Zone	Forest Health/Fuels Reduction
0250022	13.1	Mechanical Thin	PAC/HRCA/Threat Zone	Forest Health/Fuels Reduction
0250027	21.6	Mechanical Thin	PAC/HRCA/Defense/Threat Zone	Forest Health/Fuels Reduction
0250028	34.7	Mechanical Thin	Threat Zone	Forest Health/Fuels Reduction
0250029	19.6	Mechanical Thin	HRCA/Defense/Threat Zone	Forest Health/Fuels Reduction
0250030	21.5	Mechanical Thin	HRCA/Defense/Threat Zone	Forest Health/Fuels Reduction
0250032	19.7	Mechanical Thin	HRCA/Threat Zone	Forest Health/Fuels Reduction
0250033	8.0	Mechanical Thin	Threat Zone	Forest Health/Fuels Reduction
0250035	17.3	Mechanical Thin	Threat Zone	Forest Health/Fuels Reduction
0250036	19.2	Mechanical Thin	HRCA/Threat Zone	Forest Health/Fuels Reduction
0250038	10.7	Mechanical Thin	HRCA/Threat Zone	Forest Health/Fuels Reduction
0250039	28.6	Mechanical Thin	Defense/Threat Zone	Forest Health/Fuels Reduction
0250041	6.1	Mechanical Thin	HRCA/Threat Zone	Forest Health/Fuels Reduction
0250043	18.3	Mechanical Thin	Defense Zone	Forest Health/Fuels Reduction
0250048	10.3	Mechanical Thin	Defense Zone	Forest Health/Fuels Reduction
0300035	30.0	Mechanical Thin	Defense/Threat Zone	Forest Health/Fuels Reduction
0250037	18.0	Mechanical Thin	HRCA/Threat Zone	Forest Health/Fuels Reduction
<b>Totals:</b>	<b>378 Acres</b>			

*Note: Some of the units displayed have more than one type of treatment proposed on the unit acreage shown (i.e., Thinning / Underburning). The total treated area for all activities under this proposed action is approximately 4,766 aggregate acres.*

The following is an estimated acreage summary by proposed treatment:

**Table 6. Camp Project Treatment Summary.**

<b>Treatment</b>	<b>Acres Inside Harvest Units</b>	<b>Acres Outside Harvest Units</b>	<b>Total Treatment Acres</b>
Underburning (no thin and pile)	236	949	1,185
Hand thin, machine or hand pile, pile burn, underburn	387	1,808	2,195
Mechanical thinning – Ground-based	1,100	0	1,100
Mechanical thinning – Aerial	253	0	253
Mechanical thinning - Plantation	0	362	362
Precommercial thinning (chainsaw)	0	16	16
<b>Totals</b>	<b>1,976</b>	<b>3,135</b>	<b>5,111<sup>1</sup></b>

All proposed activities would adhere to the Standards and Guidelines contained within the *Tahoe National Forest Land and Resource Management Plan* (1990) as amended by the *Record of Decision for the Sierra Nevada Forest Plan Amendment* (2004). The proposed action would not foreclose options for the long-term maintenance of old forest structural elements or future complimentary fuels reduction activities not proposed under the Camp Project.

#### **Actions Not Proposed**

No timber harvest activities are proposed within delineated spotted owl or goshawk Protected Activity Centers (PACs). (Note that hand thinning of small trees (up to 9 inches dbh) and tractor piling as well as underburning are proposed in PACs.)

#### **Decision to be Made**

The decision to be made is whether to approve the proposed actions as presented in this document, approve an alternative to those proposed actions, or choose to not implement any of the actions proposed. All proposed actions are consistent with the Tahoe National Forest Land and Resource Management Plan as amended. The decision would likely be made in early 2013, and implemented in 2013 or 2014.

<sup>1</sup> Some of the units displayed have more than one type of treatment proposed so the total acreage treated is less than the sum of the individual treatment acreages. The total treated area for all activities under this proposed action is approximately 4,766 aggregate acres.



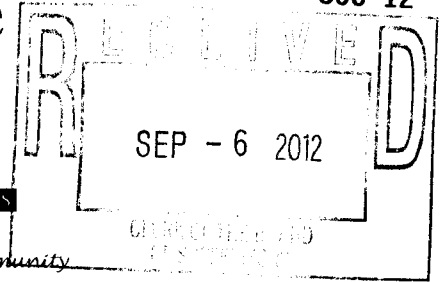


# Child Care Planning Council

OF YUBA & SUTTER COUNTIES

Supporting Quality Education  
& Care of Children in Our Community

366-12



September 4, 2012

Supervisor Hal Stocker, Chairman  
Yuba County Board of Supervisors  
915 8<sup>th</sup> Street, Suite 109  
Marysville, CA 95901

Dear Supervisor Stocker,

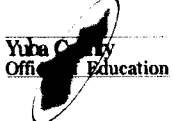
The Child Care Planning Council of Yuba and Sutter Counties had another successful year implementing projects and completing State Department of Education mandates in FY 2011-2012. The enclosed highlight's sheet outlines some of the activities and accomplishments of the Council last year. We have also provided a Yuba County Early Care and Education Landscape sheet that shows the state and federal dollars being utilized in our community to serve children ages 0 - 12 years. We have developed a brief PowerPoint presentation, if the Board of Supervisors or one of its committees would like a presentation. Please call 749-4040 to make the arrangements.

Sincerely,

Tonya K. Byers  
Child Care Coordinator

Enclosures

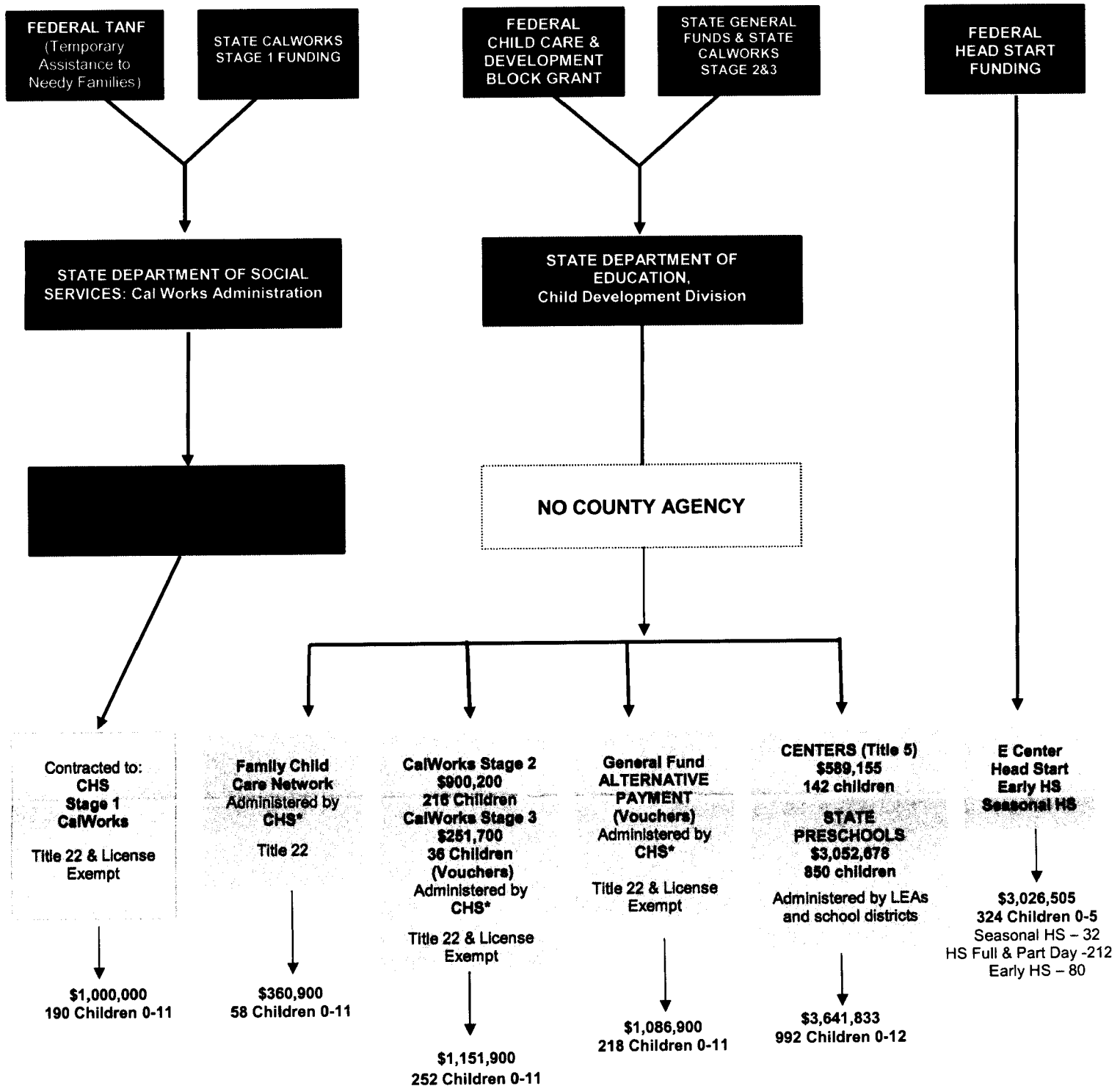
BOS CORRESPONDENCE E



1104 E Street • Marysville • California • 95901  
[www.childcareyubasutter.org](http://www.childcareyubasutter.org)



# CALIFORNIA PUBLICLY FUNDED EARLY CARE AND EDUCATION LANDSCAPE 2011-2012 YUBA COUNTY



\*CHS contracts are combined for Yuba & Sutter Counties except for Stage 1; generally the funds are divided equally between the counties, but CHS receives a single, combined contract for the two.  
LEAS - MJUSD, Yuba College & Wheatland Elementary School District



## 2011-2012 ACCOMPLISHMENTS/HIGHLIGHTS

### **–Education and Training–**

#### **“Crisis, Conflict, & Connection: Meeting the Challenge of Early Childhood Education”**

In October, one hundred and forty-two early care and education providers attended workshops discussing grief, behavior management, trauma and domestic violence, bullying, and inclusive environments. Workshops in Spanish were also provided.

#### **“Play & Prevention: Promoting Resiliency in Early Childhood”**

One hundred and seventy-seven early care and education providers attended the full day conference held in March. The Council and its partners presented sixteen different workshops, including four offered in Spanish. Workshops focused on the connection between play and learning, in addition to a keynote speech by internationally known author, song writer/performer, and educator, Bev Bos.

### **–Quality Early Care and Education–**

#### **AB 212 PROJECT**

With funds allocated through legislation (AB 212), the Council distributed \$11,625 to 7 individuals working directly with children in state-funded child development centers in Sutter County and \$18,150 to 7 staff in Yuba County. Incentives are awarded based on an individual's education and professional growth attainment.

Funds were made available to AB212 state contractors for trainings and training materials to support center-based professional development plans, with approval based on the Council's funding guidelines.

### **–Capacity Building–**

- During these economic times the expansion of programs remains unfeasible.
- Family child care (FCC), operated in an individual's home, has continued to decline as a result of the poor economy. The private centers have been challenged to keep their enrollment full. State Preschool programs experienced a 10% reduction in contracts and for the first time, in 2012-13 will be fee-based.
- The CCPC continued to offer technical assistance to individuals interested in opening and/or expanding services.

### **–Public Policy–**

#### **COMMUNICATION WITH ELECTED OFFICIALS**

- The mayor of Live Oak, a Superior Court Judge, and representatives of First 5 and CalWORKS were among the local government and business leaders who participated on the Council's 12<sup>th</sup> Annual Early Care and Education Job Shadow Day.
- Council sent one letter to the legislature supporting the LAO's proposal to consolidate state preschool funding under Proposition 98. A letter was sent to Yuba College to express concern about the proposed plan to offer no evening classes at the Sutter County Center. The Council also sent a letter of support for E Center's FY 2012-2017 application to continue service.

#### **PROGRAM TECHNICAL ASSISTANCE**

- From January through June, staff spent considerable time working with state funded programs to help them understand and plan for the significant reductions to their child development contracts as a result of the 2011-12 state budget. The Council reported the loss of child care slots and revenue to the counties once all programs received their contracts.

### **–Needs Assessment/Strategic Planning–**

The Council has continued to implement its 2010-15 strategic plan. In 2010-11, the Council dissolved one of its standing committees contained in its implementation plan. In 2011-12, the responsibilities of this committee were absorbed by another standing committee.

Staff has expressed some concern about the development and completion of the Council's next child care needs assessment, to be completed in FY 2012-13. With significant budget and staff reductions, the resources available to complete previous needs assessment are not available. Staff is working with a state committee to determine how to streamline the reporting of this information in a cost effective way.

## ***–Community Involvement–***

Council members and staff participated and collaborated with numerous community organizations addressing issues related to young children and families including:

### **LOCAL BOARD AND COUNCIL PARTICIPATION**

- Yuba College Early Care and Education Advisory Committee
- Yuba City Unified School District's PreK Council
- Yuba County Education and Early Care Functional Group
- First 5 Yuba Commission
- Sutter County Children and Families Commission
- Bi-County Early Childhood Behavioral Health Collaborative

### **COLLABORATIONS**

- Convened the Month of the Child Committee to plan and execute family and children's activities during April.
- Continued to convene the Teen Parent Connection Collaborative to address teen parent and child issues in our community.
- The Council continues to convene the Early Childhood Educators Training Collaborative. The purpose of the Collaborative is to build, strengthen and/or expand collaborations that support the early care and education workforce. The Collaborative held two conferences during the year.

## ***–Communications–***

### **EARLY CARE AND EDUCATION TRAINING CALENDAR**

The Council distributed its training calendar via email and posted information on its website. For Council sponsored trainings, registration materials were mailed to licensed family child care and center based providers in Yuba & Sutter Counties.

### **WEB SITE**

The Council continued its website with links to resources for parents and child care providers. Due to budget reductions the website was not updated with a new look and formatting improvements.

### **MONTH OF THE CHILD**

The Council formatted and submitted information for April's Month of the Child community wide activities.

### **PRESENTATIONS**

The Council continued its presentations to various community groups to enhance their understanding of the complexities of the child care/development field and community needs.

### **GENERAL INFORMATION**

The Council continued to disseminate information on funding and training opportunities, local events and services, accreditation, First 5 activities, state and federal legislation in addition to providing referrals to other agencies or organizations.

## ***–Reporting–***

### **QUARTERLY REPORTS**

- Written and oral reports were submitted to the Council's governing bodies, the Yuba and Sutter County Board of Supervisors and the Superintendent of Schools.
- Quarterly reports were submitted to California Department of Education, Child Development Division in addition to the LPC annual report and self-evaluation to show compliance with state regulations and statute.

### **PRIORITIES**

According to state statute, child care funding priorities for the next fiscal year must be submitted, by zip code, to the SDE-CDD by May 30th. Due to anticipated reductions to programs, as outlined in the Governor's proposed budgets, the Council determined there was not change in priorities from FY 11-12.

## ***–Staffing–***

The child care coordinator's schedule was cut to 60%. The Council was able to continue operation with the strong backing of the superintendents and support staff.



## OFFICE OF THE GOVERNOR

September 6, 2012

To the County Boards of Supervisors in Senate District Four:

Consistent with the requirement in Elections Code section 10700, enclosed please find a copy of the proclamation calling a special election to fill the vacancy in Senate District Four on January 8, 2013.

Sincerely,

A handwritten signature in black ink, reading 'Jonathan K. Renner'. The signature is written in a cursive style with a large, looping 'J' and 'R'.

JONATHAN K. RENNER  
Legal Affairs Secretary

Enclosure

BOS CORRESPONDENCE F


**Executive Department**  
**State of California**

**SPECIAL ELECTION PROCLAMATION**  
**BY THE GOVERNOR OF THE STATE OF CALIFORNIA**

I, **EDMUND G. BROWN JR.**, Governor of the State of California, do hereby proclaim and order that a special election shall be held on the 8th day of January, 2013, within the 4th Senate District of the State to fill the vacancy of the office of State Senator from that district resulting from the resignation of Senator Doug LaMalfa.



IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 5<sup>th</sup> day of September 2012.

  
EDMUND G. BROWN JR.  
Governor of California

ATTEST:

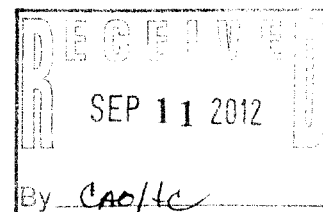
  
DEBRA BOWEN  
Secretary of State



NOTICE TO GOVERNMENT OFFICIALS – COUNTY SUPERVISORS – YUBA COUNTY

# **MASS LAYOFF NOTICE**

September 10, 2012



Yuba County Board of Supervisors  
915 8th Street, Suite 115  
Marysville, CA 95901  
Attn: Mr. Robert Bendorf  
County Administrator

To This Honorable Board:

I write to advise you that Fremont-Rideout Health Group is planning a joint venture with Nightingale, Inc. for the provision of Home Health and Hospice services. As a result, a number of employees will be laid off which may constitute a “mass layoff” under the Worker Adjustment and Retraining Notification Act (WARN) or applicable state law. These separations will occur at Rideout Home Health, 939 Live Oak Blvd., Yuba City, CA 95991. It is anticipated that these separations will take place on or about November 11, 2012. All of these employees will be offered employment with Nightingale Home Health in partnership with Rideout Health or Nightingale Hospice in partnership with Rideout Health. The separations will affect approximately 44 employees as follows:

<b>Job Titles</b>	<b>Number of Employees</b>
Office and Clerical	2
Professional and Managerial	37
Support Staff	5
<b>Total:</b>	<b>44</b>

Fremont-Rideout expects these layoffs to be permanent.

If you have any questions or need any further information, please contact me at Fremont-Rideout Health Group, 614 J Street, Marysville, CA 95901, and (530) 740-1968.

Sincerely,

Kristy Kelly, MHRM, SPHR  
Director, Human Resources  
Fremont-Rideout Health Group

9/11/12: Copy to Board of Supervisors/tlc