

BOARD OF SUPERVISORS

AGENDA

Meetings are located at:
Yuba County Government Center
Board Chambers, 915 Eighth Street
Marysville, California



Agenda materials are available at the Yuba County Government Center, 915 8th Street, Marysville and www.co.yuba.ca.us. Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

OCTOBER 1, 2013

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

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

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

- A. Consider agreement with Yuba Community College for Independent Living Program services - Health and Human Services (Ten minute estimate) (394-13)

6:00 P.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. Thank you.

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

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

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

A. Administrative Services

- 1. Approve Memorandum of Understanding with Yuba County Water Agency for information technology support services and authorize Chairman to execute. (395-13)

B. Auditor-Controller

- 1. Adopt resolution adopting budget for Fiscal Year 2013-2014. (396-13)

C. Board of Supervisors

- 1. Appoint Randy Rasmussen to the Planning Commission as the District Four representative for term ending January 10, 2017. (404-13)

D. Clerk of the Board of Supervisors

- 1. Approve minutes from the meeting of September 17, 2013. (397-13)

E. Community Development and Services

- 1. Award contract to apparent low bidder for Loma Rica Road Safety Improvements Project and authorize Chair to execute upon review and approval of Counsel. (398-13)

F. County Administrator

- 1. Accept monetary donation from Supervisor Andy Vasquez to benefit Yuba County Code Enforcement for the period August 1, 2013 through June 30, 2014. (399-13)

IV. **SPECIAL PRESENTATION**

A. Present proclamation declaring October Domestic Violence Awareness Month to Casa de Esperanza. (400-13)

B. Present proclamation to Sally Sokoloski commending 40 years of service. (Five minute estimate) (338-13)

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

VI. **COUNTY DEPARTMENTS**

A. Administrative Services

1. Adopt resolution expressing concern on proposed California Water Services Company rate increase. (401-13)

B. Board of Supervisors

1. Appoint CSAC Board representative and alternate for one-year terms commencing November 19, 2013. (Five minute estimate) (402-13)

2. Consider request from Tsi Akim Maidu tribe for fee waiver or in-kind services for use of Sycamore Ranch Park October 11 and 12, 2013 and take action as appropriate. (Ten minute estimate) (403-13)

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

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

A. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Claim

IX. **ADJOURN**

10/3/2013- 4:30 P.M. Marysville City/County Liaison Committee

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

- A. Water rate increase
- B. Annexation
- C. Other Reports
- D. Adjourn

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made 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

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.

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Human Services Committee



The County of Yuba

394-13

HEALTH & HUMAN SERVICES DEPARTMENT

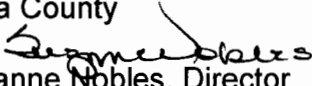
Suzanne Nobles, Director

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



**Michael Kinnison, M.D.,
Interim Health Officer**
Phone: (530) 749-6366

TO: Human Services Committee
Yuba County

FROM: 
Suzanne Nobles, Director
Health & Human Services Department

DATE: October 1, 2013

SUBJECT: Agreement with Yuba College for Services for the Independent Living Program

RECOMMENDATION: The Board of Supervisors recommends approval of the Agreement between Yuba County, on behalf of its Health and Human Services Department, and Yuba Community College for services for the Independent Living Program (ILP) in the amount of \$68,349.00 for the term of July 1, 2013, through June 30, 2014.

BACKGROUND: Yuba County has contracted with Yuba Community College to provide ILP services since July 2000. ILP provides services to youths in foster care between the ages of 16 and 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 18th 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 focus on increasing and supporting the self-image and self-esteem of participating youths and provide them with exposure to such activities as community services, the arts, and other positive experiences.

DISCUSSION: The ILP 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.

FISCAL IMPACT: Approval of this Agreement with Yuba Community College for services for the ILP will not impact County General Funds. The costs for these services will be funded through the ILP Service allocation.

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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, 2013

Termination Date: June 30, 2014

The term of this Agreement shall become effective on July 1, 2013, 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."

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.

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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 _____, 2013.

"COUNTY"

"CONTRACTOR"

COUNTY OF YUBA

YUBA COLLEGE

Chair,
Yuba County Board of Supervisors

Dr. Douglas B. Houston,
Chancellor

INSURANCE PROVISIONS APPROVED:

Martha K. Wilson,
Risk Manager

APPROVED AS TO FORM:

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.

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ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Sixty-Eight Thousand Three Hundred Forty-Nine Dollars (\$68,349.00), as specified in Attachment G – Independent Living Program Budget. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Sixty-Eight Thousand Three Hundred Forty-Nine Dollars (\$68,349.00), without an amendment to this Agreement approved by the Director of the Yuba County Health and Human Services Department.

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 (10th) 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.

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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.

C.11.1 COUNTY may observe and monitor all conditions and activities of this Agreement.

C.11.2 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.11.3 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.

C.11.4 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.

C.11.5 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.

C.11.6 CONTRACTOR shall maintain daily time study reports as required by COUNTY.

C.11.7 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.

C.11.8 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. 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 Department
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 8th 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 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 by the CONTRACTOR, its agents, representatives, or employees.

E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.2.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

E.2.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

E.2.4 Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

E.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect

to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.5 Primary Coverage. For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.6 Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

E.7 Waiver of Subrogation. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.8 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.9 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.10 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

E.10.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.10.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.12 Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.13 Special Risks or Circumstances. COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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ATTACHMENT F
COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract to provide services to clients eligible for the Multipurpose Senior Services Program (MSSP) 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.2.2 PERSONALLY IDENTIFIABLE INFORMATION is confidential information and includes, but is not limited to, names, dates of birth, social security numbers, addresses, phone numbers, driver's license numbers, State ID numbers, etc.

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

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

F.3 BACKGROUND.

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

The COUNTY must take appropriate steps to ensure its compliance with all applicable state and federal confidentiality laws and desires to protect the privacy of those to which it provides services. As such, it must require that CONTRACTOR also obey all applicable state and federal laws. Any individual who violates the privacy, confidentiality, or security of confidential information in any form or medium may be subject to civil and/or criminal prosecution under state and federal law.

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

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

F.4 PROVISIONS.

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

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

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

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

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

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

F.4.2.5 Not leaving 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
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.

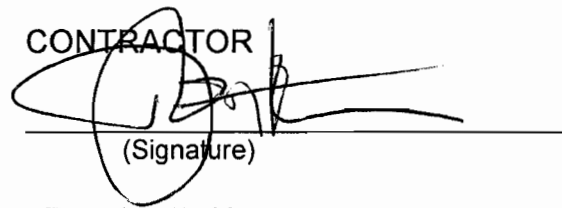
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F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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: 7-09-13

CONTRACTOR

(Signature)

Douglas B. Houston, Chancellor
(Print Name and Title)

ATTACHMENT G

INDEPENDENT LIVING PROGRAM BUDGET FY 2013/14			
FEE SERVICES			TOTALS
	No. of Trainings	Cost per Training	
Weekly Trainings (ILP Classes)* *(no more than 47 trainings allowed)	47	\$ 697.76	\$ 32,795
	No. of Youth	Cost per Youth	
Computer Camp			
2013/14 Computer Camp	10	\$ 1,500	\$ 15,000
DIRECT SERVICE BUDGET			
Graduations/Celebrations	Cost	Total	
Gifts	\$ 9,050		
Meals	\$ 2,000		
Presenter	\$ 600		
Subtotal:		\$ 11,650	
Day Retreats			
Supplies	\$ 1,300		
Consult/Presenter	\$ 600		
Conference	\$ 1,000		
Subtotal:		\$ 2,900	
Total Direct Service Budget:			\$ 14,550
Total Fees and Direct Service Budget:			\$ 62,345
OVERHEAD ADMIN COSTS			
	%	Total Budget	
Agency Overhead*	4%	\$ 62,345	\$ 2,494
Costs not directly associated with the performance of service (*for efficiency purposes, includes overhead for entire program services other than Interpreter Services)			
INTERPRETER SERVICES			
	No. of Hours	Rate per Hour	Total
Sign Language Interpreting	78	\$40	\$ 3,120
	No. of Days	Cost per Day	
Travel Cost	26	\$15	\$ 390
Total Interpreter Services:			\$ 3,510
TOTAL ANNUAL COST:			\$ 68,349

ATTACHMENT H

Cost Justification - Annual Cost of Weekly ILP Training Classes FY 2013/14					
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%	\$ 3,167	
Program Specialist	Diana Adams	\$ 22,056	34%	\$ 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%	\$ 1,986	
Total Cost of Service Salary:				\$ 15,252	
BENEFITS (Employer paid benefits of staff performing actual service)					
Position/Class	Name	Annual Salary	% of Time	Annual Service Cost Amount	
Program Director	Laurie Scheuermann	\$ 32,723	3%	\$ 982	
Program Specialist	Diana Adams	\$ 4,853	34%	\$ 1,650	
Program Trainers	College Staff	N/A	N/A	\$ 264	
Fiscal Technician	Becki Jeffries	\$ 28,800	4%	\$ 1,152	
Total Cost of Service Benefits:				\$ 4,048	
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		
Activity Supplies (Experientials)		(Avg. Annual Cost)	\$ 2,500		
Instructional Supplies		(Avg. Annual Cost)	\$ 600		
Activities		(Avg. Annual Cost)	\$ 2,500		
Total Services Operating Costs:				\$ 13,495	
Total Personnel and Operating Costs for ILP Class:				\$ 32,795	

ATTACHMENT I Invoice Format

Contractor Name: _____		Contact Name: _____	
Address: _____		Phone: _____	
Period of Service: _____			

Service	Rate	# of Child or Service Rendered	Amount
			\$
			\$
			\$
Total Service Fees			\$

Direct Service Costs			
Graduations/Celebrations			
	Gifts	\$	
	Meals	\$	
Total Graduation/Celebration Expenses		\$	
Weekend Retreats			
	Supplies	\$	
	Consultant/Presenter	\$	
	Conference	\$	
Total Weekend Retreats		\$	
Subtotal (Service fees + Direct Service Costs)		\$	
Agency Admin Costs (4% of subtotal)		\$	
Interpreter Services			
	Hourly Rate	# of Hours	
Sign Language Interpreting			\$
	Travel Cost	# of Days	
Travel Cost			\$
Total Interpreter Services		\$	
Invoice Grand Total (subtotal + Admin Costs + Interpreter Services)		\$	
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>
_____	_____



CONSENT
AGENDA

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator *DM*
From: Doug McCoy, Director, Administrative Services
Date: October 1, 2013
Re: MOU between County of Yuba and Yuba County Water Agency

Recommendation

Approve the attached Memorandum of Understanding between the County of Yuba and the Yuba County Water Agency for provision of IT Support Services.

Background

The Yuba County Water Agency (YCWA) has engaged the IT Division of the Yuba County Department of Administrative Services to provide a range of IT support for all YCWA locations.

Discussion

The IT Division of Administrative Services has the skill and capability to support the many and unique needs of the Water Agency. The services provided range from basic desktop support to full scale network operational support and contractor management. A Memorandum of Understanding memorializes the term of the agreement to be six months, the scope of work, and the anticipated cost.

Committee

This item was brought directly to the full Board bypassing the Public Facilities Committee due to its routine nature.

General Fund Impact

Yuba County Administrative Services shall invoice YCWA on a quarterly basis for a total rate of \$30,000 per quarter. There may be additional fees paid for special project work or work requested that is outside the scope of work. Revenues will be applied to Information Technology #1900.

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MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY ADMINISTRATIVE SERVICES DEPARTMENT,
INFORMATION TECHNOLOGY DIVISION
And
YUBA COUNTY WATER AGENCY

This Memorandum of Understanding (MOU) is between the Yuba County Water Agency, hereinafter referred to as "YCWA", and the Yuba County Administrative Services Department, Information Technology Division, hereinafter referred to as "IT DIVISION" for IT Services for YCWA's Marysville administrative office, Colgate Powerhouse and Maintenance Office, River Management Team building in Hallwood, Narrows II Powerhouse, New Bullards Bar Dam, and SCADA system located at Colgate.

That the parties hereto, for and in consideration of the mutual covenants, conditions and agreements herein contained, do hereby agree as follows:

1. IT DIVISION will provide staff to work with YCWA and its contractors to perform the work described in Exhibit A attached hereto and incorporated herein, and described as follows: IT Support Services. Except as provided in section 3, the total cost of the IT Support Services for the term of this MOU will not exceed \$60,000. IT DIVISION will provide all labor required or necessary to properly, competently, and completely perform the work described in Exhibit A.
2. IT DIVISION will provide quarterly invoices to YCWA in the amount of \$30,000 per quarter and not to exceed \$60,000 for IT Support Services for the term of this agreement.
3. IT DIVISION will provide additional project and/or extended support services not listed in Exhibit A to YCWA at a rate of \$85 per hour/per employee. Examples of project support are equipment refreshes, creating new system architecture, and business system analysis. Examples of extended support are system failures due to YCWA staff and/or contractors making unauthorized changes to the network, equipment or systems.
4. TERM: Commencement Date: July 1, 2013
 Termination Date: December 31, 2013
5. GENERAL PROVISIONS:
 - a. IT DIVISION has been contracted by YCWA to provide IT support at its six (6) sites listed above.
 - b. In its performance under this MOU, IT DIVISION shall fully comply with the requirements of Yuba County Ordinances, Policies and Procedures, and all Federal and State laws and regulations.

- c. Under this MOU, IT DIVISION assumes that no member of YCWA staff will be performing any maintenance and/or technical support on any networking equipment, server equipment or desktop systems.
 - d. This MOU may be amended only by the written, mutual consent of both parties.
- 6. **DESIGNATED REPRESENTATIVE.** The Director of Administrative Services is the representative for the IT DIVISION and will administer this MOU for the IT DIVISION. The General Manager of YCWA is the authorized representative for YCWA. Changes in designated representatives shall occur only with advance written notice to the other party.
- 7. **TERMINATION.** IT DIVISION and YCWA shall each have the right to terminate this MOU upon 30 days written notice to the other party. At the time of termination, IT DIVISION will transfer all access control passwords, system information, and diagrams to YCWA on a secure flash drive. If this MOU is terminated under this section, YCWA shall compensate IT DIVISION for a prorated amount based on the services performed and the time of termination.
- 8. **INDEMNIFICATION – HOLD HARMLESS.** Each party shall indemnify and hold harmless the other agency against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the performance of this MOU in the same proportion that its own acts and/or omissions are attributed to said claim, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party. Each agency's obligation under this section shall survive the termination of the MOU.
- 9. **CONFIDENTIALITY.** At no time shall employees, agents, or representatives of the YCWA or the IT DIVISION in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner to any party, any information that is labeled or otherwise deemed confidential, privileged or proprietary by the respective agency. Each agency, and its employees, agents, and representatives, shall take all steps necessary to protect and preserve all confidential, privileged and proprietary information of both agencies and to treat it as strictly confidential. Each agency's obligation under this section shall survive the termination of the MOU.
- 10. **CONTRACTOR AGREEMENTS WITH YCWA:** By entering into this contract with the IT Division, YCWA acknowledges the requirements of Government Code section 1126(b), a provision of law that prohibits employment inconsistent with, incompatible to, or in conflict with an employee's duties another employing local agency.
- 11. **SYSTEM MANAGEMENT.** It is the responsibility of the IT DIVISION to maintain the operation of YCWA's IT system. This includes overseeing

contractors and employees that may be performing IT duties that would affect the operation and integrity of YCWA's IT network and equipment. All work conducted on the SCADA network will be overseen by the IT DIVISION but completed by a third party consultant contracted by YCWA.

12. **WORK ORDER SYSTEM.** A work order/ticket system will be provided to YCWA for its use while utilizing IT DIVISION services under this MOU.
13. **BACKGROUND CHECK.** IT Division agrees to require background checks of any personnel with unrestricted access to YCWA physical sites or requiring access remotely to any YCWA network or computer systems. IT Division will maintain that these security requirements remain in effect during the contract period and any extension.
14. **NOTICES.** Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. Notices shall be addressed as follows:

If to IT DIVISION:

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

AND

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

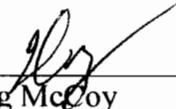
If to YCWA:

Yuba County Water Agency
Attn: General Manager
1220 F Street
Marysville, CA 95901

This Memorandum of Understanding shall continue to and terminate on the 31st day of December 2013, unless succeeded by a new Memorandum of Understanding, or may be terminated upon 30 days written notice by either party.

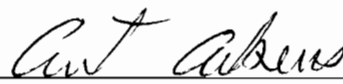
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this _____ day of _____, 2013.

YUBA COUNTY ADMINISTRATIVE SERVICES DEPARTMENT



Doug McCoy
Director of Administrative Services

YUBA COUNTY WATER AGENCY




Curt Aikens
General Manager for the Yuba County Water Agency

YUBA COUNTY BOARD OF SUPERVISORS

ANDY VASQUEZ
Chair

APPROVED AS TO FORM
YUBA COUNTY COUNSEL

By: 

Angil Morris-Jones

Section 1: Scope of Work for the Yuba County Water Agency MOU Dated 7/1/2013 for IT Support Services

- 1.1 General Support Management**
 - 1.1.1 Trouble ticketing system to manage service requests
 - 1.1.2 Customer Service M-F 8am-5pm
 - 1.1.3 24/7 On-call support for critical systems
 - 1.1.4 24/7 On-call support for VPN users
- 1.2 Vendor and Systems Management – Contracts are with the Yuba County Water Agency**
 - 1.2.1 AT&T (internet and dedicated lines)
 - 1.2.2 Wildblue (redundant internet connection)
 - 1.2.3 AppRiver (email)
 - 1.2.4 Black Dog Web Hosting
 - 1.2.5 Intronis (off-site systems backup) – contracted with a third party contractor (Alliant)
 - 1.2.6 Sophos (antivirus)
 - 1.2.7 Any software vendor (Microsoft, Hydstra, etc)
 - 1.2.8 Provide recommendations and direction on hardware purchasing
- 1.3 Marysville Site – Administrative Offices**
 - 1.3.1 Desktop Support (hardware & software)
 - 1.3.2 Firewall, Routing and Switching devices
 - 1.3.3 Server Support (hardware & software)
 - 1.3.4 VMWare ESXi Support
 - 1.3.5 VPN support for remote users (onsite and at end user home)
 - 1.3.6 Virus management and mitigation
 - 1.3.7 Off-site backup management
 - 1.3.8 Inter-office connectivity
 - 1.3.9 Printer management
- 1.4 Colgate Site - Powerhouse**
 - 1.4.1 Desktop Support (hardware & software)
 - 1.4.2 Firewall, Routing and Switching devices
 - 1.4.3 Server Support (hardware & software)
 - 1.4.4 VMWare ESXi Support
 - 1.4.5 VPN support for remote users (onsite and at end user home)
 - 1.4.6 Virus management and mitigation
 - 1.4.7 Offsite backup management
 - 1.4.8 Inter-office connectivity
 - 1.4.9 Printer management
- 1.5 River Management Team Site - Hallwood**
 - 1.5.1 Desktop Support (hardware & software)
 - 1.5.2 Firewall, Routing and Switching devices
 - 1.5.3 Server Support (hardware & software)
 - 1.5.4 Virus management and mitigation
 - 1.5.5 Inter-office connectivity
 - 1.5.6 Printer management

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- 1.3.9 Printer management

1.4 Colgate Site - Powerhouse

- 1.4.1 Desktop Support (hardware & software)
- 1.4.2 Firewall, Routing and Switching devices
- 1.4.3 Server Support (hardware & software)
- 1.4.4 VMWare ESXi Support
- 1.4.5 VPN support for remote users (onsite and at end user home)
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- 1.4.7 Offsite backup management
- 1.4.8 Inter-office connectivity
- 1.4.9 Printer management

1.5 River Management Team Site - Hallwood

- 1.5.1 Desktop Support (hardware & software)
- 1.5.2 Firewall, Routing and Switching devices
- 1.5.3 Server Support (hardware & software)
- 1.5.4 Virus management and mitigation
- 1.5.5 Inter-office connectivity
- 1.5.6 Printer management

The County of Yuba

AUDITOR - CONTROLLER



396-13

C. RICHARD EBERLE, CPA

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

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: C. Richard Eberle, CPA, Auditor-Controller
Date: October 1, 2012
Re: Budget Approval for FY 2013-14

Recommendation

Approve resolution authorizing budget for fiscal year 2013-14.

Background

As required by Government Code Section 29000 (et seq), the Board of Supervisors must formally adopt the budget for each fiscal year by resolution.

Discussion

The Board has completed final budget hearings and has approved the results of those hearings. The Board must now formally adopt the budget for fiscal year 2013-14 by resolution.

Committee Action

This action is being presented to directly to the Board of Supervisors.

Financial Impact

This resolution has significant fiscal impact. It authorizes the total amount of expenditures for the current year.

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

RESOLUTION ADOPTING BUDGET) RESOLUTION NO. _____
FOR FISCAL YEAR 2013-14 _____)

WHEREAS, all necessary estimates of revenues, expenditures, interfund transfers, and reserves for the 2013-14 fiscal year were prepared and filed; the proposed budget was adopted and printed; and hearings thereon were noticed and held as required by Chapter 1, Division 3, Title 3 of the Government code (Section 29000 et seq.); and

WHEREAS, this Board has made such revisions of, deductions from, and increases or additions having been proposed in writing and filed with the Board of Supervisors prior to the conclusion of said hearings.

NOW, THEREFORE, IT IS FOUND AND DECLARED that all proceedings required by law have been duly had and regularly taken concerning the adoption of the final budget for the County of Yuba for the fiscal year commencing July 1, 2013.

BE IT FURTHER RESOLVED that the appropriations for each budget unit which constitutes the respective totals for each of the objects and sub-objects of the expenditures listed in the proposed budget and revised through additions or subtractions are hereby adopted by reference; that the expenditure amounts shown therein and as set forth herewith are hereby appropriated for the purposes stated; and that the provisions for contingencies set forth in said budget shall be as therein stated.

ACCORDINGLY, IT IS RESOLVED AND ORDERED that the Final Budget of the County of Yuba for the fiscal year 2013-14 be and is hereby adopted in accordance with the following:

Budget for Fiscal Year 2013-2014

Salaries & Employee Benefits	\$ 72,528,472
Services & Supplies	68,486,226
Other Charges	37,929,547
Fixed Assets:	
Land	-
Improvements	-
Equipment	540,548
Expenditure Transfers & Reimbursements	(5,064,513)
Provisions for Contingencies:	
General Fund	
Special Projects	5,000
Other	594,872
Reserves:	
Capital Reserves	-
General Reserves	-
Total Budgeted Appropriations	<u>\$ 175,020,152</u>
Encumbrances	
Salaries & Benefits	-
Services & Supplies	120,740
Fixed Assets:	
Equipment	-
Total Encumbrances	<u>120,740</u>
Total General County Budgeted Appropriations	<u><u>\$ 175,140,892</u></u>

Proprietary Funds

Enterprise	Internal Service Funds				
	Airport	Auto Service	Sheriff Auto Service	Worker's Comp Insurance	Liability Insurance
Salaries & Employee Benefits	\$ 138,215	\$ -	\$ -	\$ -	\$ -
Services & Supplies	161,945	444,000	532,964	1,638,831	1,328,616
Other Charges	79,644	-	-	-	1,384,000
Fixed Assets:					
Land	-	-	-	-	-
Improvements	-	-	-	-	-
Equipment	-	-	285,000	-	-
Expenditure Transfers & Reimbursements	-	-	-	-	-
Reserves:					
Capital Reserves	-	-	-	-	-
General Reserves	-	-	-	-	-
Total Budgeted Appropriations	\$ 379,804	\$ 444,000	\$ 817,964	\$ 1,638,831	\$ 2,712,616
Encumbrances					
Salaries & Benefits	-	-	-	-	-
Services & Supplies	-	-	-	-	-
Fixed Assets:					
Equipment	-	-	-	-	-
Total Encumbrances	-	-	-	-	-
Total Budgeted Appropriations	\$ 379,804	\$ 444,000	\$ 817,964	\$ 1,638,831	\$ 2,712,616

Proprietary Funds (cont.)

	Internal Service Funds			
	Health Insurance	General Insurance	Unemployment Insurance	Short Term Disability Insurance
Salaries & Employee Benefits	\$ -	\$ -	\$ -	\$ -
Services & Supplies	11,324,194	101,150	38,768	42,398
Other Charges	-	50,758	300,000	43,087
Fixed Assets:				
Land	-	-	-	-
Improvements	-	-	-	-
Equipment	-	-	-	-
Expenditure Transfers & Reimbursements	-	-	-	-
Reserves:				
Capital Reserves	-	-	-	-
General Reserves	-	-	-	-
Total Budgeted Appropriations	\$ 11,324,194	\$ 151,908	\$ 338,768	\$ 85,485
Encumbrances				
Salaries & Benefits	-	-	-	-
Services & Supplies	-	-	-	-
Fixed Assets:				
Equipment	-	-	-	-
Total Encumbrances	-	-	-	-
Total Budgeted Appropriations	\$ 11,324,194	\$ 151,908	\$ 338,768	\$ 85,485

BE IT FURTHER RESOLVED that the means of financing the expenditure and reserve provisions set forth in said budget shall be by monies derived from Revenue to Accrue, fund Balance Available and Ad Valorem Taxes.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors at the County of Yuba, State of California, on the _____ day of October, 2013 by the following vote:

AYES:

NOES:

ABSENT:

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors
By: _____

APPROVED AS TO FORM


Angil Morris-Jones,
County Counsel


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The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board 

Subject: **Yuba County Planning Commission – District Four Representative**

Date: October 1, 2013

Recommendation

Appoint Randy Rasmussen to the Yuba County Planning Commission as the District Four representative for a term to expire January 10, 2017.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information and is updated monthly. This vacancy was posted as a scheduled vacancy due to the expiration of Mr. Jon Messick's term January 2013. Supervisor Abe recommends appointment.

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

Fiscal Impact

None for appointment. Planning Commissioners receive \$75 per meeting attended.

Committee Action

None required.

/rf

attachment

The County of Yuba

RECEIVED

SEP 17 2013



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

Clerk/Board of Supervisors

RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Yuba County Planning Commission

APPLICANT NAME:

Randy Rasmussen

MAILING ADDRESS -
(Street/P.O. Box, City, Zip):

[REDACTED]

Olivehurst 95901

PHYSICAL ADDRESS
(Street, City, Zip):

Same

TELEPHONE:

HOME:

[REDACTED]

WORK:

[REDACTED]

EMAIL ADDRESS:

[REDACTED]

OCCUPATION/PROFESSION:
SUPERVISOR/ DISTRICT
NUMBER:

Director of Student Services Wheatland Union H.S.
Mr. Roger Abe District 4

REASONS YOU WISH TO
SERVE ON THIS BODY:

I feel with my knowledge of the local area
I will be an asset to the commission

QUALIFICATIONS:

I am a resident of Supervisorial District 4
and have strong interest in serving.

LIST PAST AND CURRENT
PUBLIC POSITIONS HELD:

None

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

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

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

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

Randy Rasmussen
SIGNATURE

9-15-2013
DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

☐ OTHER: _____

9/23/13 cc: Supervisor Abe

The County of Yuba

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



SEPTEMBER 17, 2013 - MINUTES

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

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

MOTION: Move to approve Consent Agenda

MOVED: Roger Abe

SECOND: John Nicoletti

AYES: Roger Abe, John Nicoletti, Andy Vasquez, Hal Stocker

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

A. Administrative Services

1. Approve lease agreement with David Hampton for Corporate Hangar Lease Site No. 5, Ground Sites No. 2 and 3, and authorize the Chair to execute same. (368-13) Approved.

B. Auditor-Controller

1. Adopt resolution to determine the appropriations of tax proceeds for Fiscal Year 2013-14. (369-13) Adopted Resolution No. 2013-92, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION OF THE BOARD OF SUPERVISORS THE COUNTY OF YUBA TO DETERMINE THE APPROPRIATIONS OF TAX PROCEEDS FOR 2013-14."
2. Adopt resolutions Fixing the General County Wide Tax Rate and Special Tax Rates for County, School District and Special District indebtedness. (370-13) Adopted Resolution No. 2013-93, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION FIXING GENERAL COUNTY WIDE TAX RATE;" and Resolution No. 2013-94 entitled: "RESOLUTION FIXING SPECIAL TAX RATES FOR COUNTY, SCHOOL DISTRICT, AND SPECIAL DISTRICT INDEBTEDNESS."

C. Board of Supervisors

1. Appoint Brenda Wright to the Community Services Commission as the District Five Representative for a term to end December 31, 2014. (371-13) Approved.

D. Clerk of the Board of Supervisors

1. Approve the minutes of the regular meeting of August 27, 2013. (372-13) Approved as written.

E. Health and Human Services

1. Adopt resolution approving agreement with California Department of Public Health for the 2013-14 Public Health Emergency Preparedness, State General Fund Pandemic Influenza funding and further authorizes the Chair to execute documents as required. (373-13) Adopted Resolution No. 2013-95, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING THE YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT TO ENTER THE 2013-14 PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP), STATE GENERAL FUND PANDEMIC INFLUENZA (GR PANFLU), FUNDING AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH AND FURTHER, AUTHORIZES THE CHAIRMAN TO EXECUTE DOCUMENTS AS REQUIRED BY THIS AGREEMENT."
2. Adopt resolution authorizing amendments and changes to the Memorandum of Understanding template for Alternate Care Sites adopted by reference in Board Resolution No. 2009-44. (Human Services Committee recommends approval) (374-13) Adopted Resolution No. 2013-96, which is on file in Yuba County Resolution Book No. 44, entitled: "RESOLUTION AUTHORIZING AMENDMENTS AND CHANGES TO THE MEMORANDUM OF UNDERSTANDING TEMPLATE FOR GOVERNMENT AUTHORIZED ALTERNATE CARE SITES THAT WAS ADOPTED BY REFERENCE IN BOARD RESOLUTION NO. 2009-44."

IV. SPECIAL PRESENTATION

- A. Present joint proclamation proclaiming September Yuba-Sutter United Way Month and commemorating 45 years of services. (Five minute estimate) (375-13) Chairman Vasquez, Sutter County Vice Chair Larry Munger, Marysville Mayor Ricky Samayoa, and Yuba City Mayor John Buckland presented proclamation to Executive Director Caitlyn Stephen and Board President Tom Walther.
- B. Present Certificate of Recognition to Administrative Services Building Maintenance Custodians for outstanding customer service. (No background Material) (Five minute estimate) (376-13) Chairman Vasquez read and presented the proclamation to Director Doug McCoy recognizing staff members Dave Geoia, Steve Wood Debbie Svoboda, Victor Cruz, James Gragg, Eddie Jimenez, Tim Riggle, Lenny Zuniga, Angelita Licea, Jesus Soto, and Luz Herrejon.

V. PUBLIC COMMUNICATIONS: None.

VI. COUNTY DEPARTMENTS

A. Administrative Services

1. Receive information regarding impact of proposed water increase upon County facilities costs. (Fifteen minute estimate) (377-13) Director Doug McCoy advised of net cost increase for water to County facilities and responded to Board inquiries.

The following individuals spoke:

- Mr. Lee Seidel, Marysville California Water Service
- Mr. Bill Simmons, Marysville
- Marysville Mayor Ricky Samayoa

- Mr. Bill Wolmack, Marysville
- Marysville Councilman Chris Pedigo

Board direction was to bring forward a resolution opposing increase.

B. Human Resources and Organizational Services

1. Adopt resolution approving and re-affirming the Equal Employment Opportunity Policy and the Equal Employment Opportunity Plan. (378-13) Director Martha Wilson recapped policy and plan changes and responded to inquiries.

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

Adopted Resolution No. 2013-97 which is on file in Yuba County Resolution Book No. 44, entitled:
 "RESOLUTION APPROVING AND REAFFIRMING THE EQUAL EMPLOYMENT OPPORTUNITY
 POLICY AND ADOPTING THE EQUAL EMPLOYMENT OPPORTUNITY PLAN."

VII. CORRESPONDENCE - (379-13)

- A. Letter from Bob Winchester commending Fish and Game Advisory Commission chairperson. Received.
- B. Notice of public workshops from Central Valley Regional Water Quality Control Board regarding the development of a Salt and Nitrate Management Plan. Received.

VIII. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Stocker:

- Dobbins firing range requirement for conditional use permit
- Farmers' market locations

Supervisor Abe:

- Sierra Sacramento Valley EMS Directors meeting
- Retirement ceremony for Sgt. Wencil Kemp
- Received Board consensus for support of SB 740 Broadband Access and SB 744 Timber Harvest Plan

Supervisor Nicoletti:

- Harvest the Arts event on September 21, 2013
- Memorial Adjournment – Mrs. Teresa Sokoloski

County Administrator Robert Bendorf:

- Employee Recognition BBQ September 20, 2013
- Legislative Update

County Counsel Angil Morris-Jones: Chief Justice Tani Cantil-Sakauye guest speaker at Yuba Sutter Bar Association September 17, 2013 luncheon

Community Development and Services Agency Director Kevin Mallen: Update on water at Gold Village and Town Hall meeting scheduled September 20, 2013

- IX. CLOSED SESSION: The Board retired into closed session at 11:10 a.m. and returned at 11:25 a.m. with all present as indicated above.
- A. Personnel pursuant to Government Code §545957 - Public Employee Appointment - Chief Information Office Information only.
- B. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Claim Direction provided by unanimous vote.
- X. ADJOURN: 11:26 a.m. in memory of Mrs. Teresa Sokoloski.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

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



SEPTEMBER 17, 2013 – FINAL BUDGET HEARINGS

MINUTES

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

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

A. County Service Areas

1. Adopt County Service Area Assessment for CSA No. 2 through 70A in the total amount of \$2,609,146.94 for Fiscal Year 2013-2014. (380-13)

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

MOTION: Move to close public hearing and adopt Assessment Summary as identified in Exhibit A attached to and minutes

MOVED: John Nicoletti

SECOND: Roger Abe

AYES: John Nicoletti, Roger Abe, Andy Vasquez, Hal Stocker

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

B. Gledhill Landscaping and Lighting District

1. Adopt resolution adopting budget for Gledhill Landscaping and Lighting District in the amount of \$74,779.06 for Fiscal Year 2013-2014. (381-13) Public Works Director Mike Lee advised assessments were unchanged and responded to inquiries.

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

MOTION: Move to close public hearing and adopt Resolution No. 2013-98 which is on file in Resolution Book No. 44

MOVED: John Nicoletti

SECOND: Roger Abe

AYES: John Nicoletti, Roger Abe, Andy Vasquez, Hal Stocker

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

C. Linda Street Lighting Maintenance District

1. Adopt resolution adopting budget for Linda Street Lighting Maintenance District in the amount of \$145,000 for Fiscal Year 2013-2014. (382-13) Public Works Director Mike Lee advised assessments were unchanged and responded to inquiries.

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

MOTION: Move to close public hearing and adopt Resolution No. 2013-99 which is on file in Resolution Book No. 44

MOVED: Hal Stocker

SECOND: Roger Abe

AYES: Hal Stocker, Roger Abe, Andy Vasquez, John Nicoletti

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

IV. FINAL COUNTY BUDGET FISCAL YEAR 2013-2014 PUBLIC HEARING

A. County Administrator

1. Present overview and recommended changes for Fiscal Year 2013-2014 Final Budget. (383-13) County Administrator Robert Bendorf recapped final adjustments to the proposed budget including:
 - Fund Balance of \$1,747,925
 - General Fund Reserves increase to \$288,883
 - General Fund Contingencies increase to \$594,872
 - Capital Outlay reduced to \$89,842
 - Negotiated savings of \$435,303 related to DSA/MSA/PPO contracts
 - Recommended budget adjustments to following:
 - Agricultural Commissioner - \$33,100 increase for overtime and restore the trapper contract
 - Auditor - \$8,767 correction to restore COLA deferral inadvertently adjusted twice
 - Treasurer - \$11,875 correction to restore COLA deferral inadvertently adjusted twice
 - Buildings and Grounds - \$18,839 for extra help
 - Clerk of the Board - \$1,075 to appropriate for AAB hearing expenditures
 - Information Technology - \$24,890 for maintenance
 - County Administrator - \$41,624 for post closure activities related to Ponderosa Landfill and professional services
 - Neighborhood Stabilization Program Income - \$4,500,000 reduction due to downsizing of program

Mr. Bendorf responded to Board inquiries and commended staff for management of budgets.

B. Bi-County/County Departments

1. Receive comments from Bi-County/County Department Heads. None.

- C. Public Comments: Comments will be limited to five minutes per individual or group and may address only those items so identified with Final Budget Hearings. None.

MOTION: Move to close public hearing

MOVED: Roger Abe SECOND: John Nicoletti

AYES: Roger Abe, John Nicoletti, Andy Vasquez, Hal Stocker

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

D. Board of Supervisors

1. Consider Fiscal Year 2013-2014 Final Budget, provide direction to staff, and take action as appropriate. Auditor Rich Eberle advised total budget expenditures as proposed with adjustments of \$193,034,462 with encumbrances of \$120,740 and general contingencies of \$594,872.

MOTION: Move to approve Operating Funds as identified in Exhibit B attached to minutes

MOVED: John Nicoletti SECOND: Roger Abe

AYES: John Nicoletti, Roger Abe, Andy Vasquez, Hal Stocker

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

MOTION: Move to approve General Contingencies in the amount of \$594,872

MOVED: John Nicoletti SECOND: Roger Abe

AYES: John Nicoletti, Roger Abe, Andy Vasquez, Hal Stocker

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

MOTION: Move to approve Airport Funds in the amount of \$379,804

MOVED: John Nicoletti SECOND: Hal Stocker

AYES: John Nicoletti, Hal Stocker, Andy Vasquez, Roger Abe

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

MOTION: Move to approve Automotive Service Funds in the amount of \$444,000

MOVED: Hal Stocker SECOND: John Nicoletti

AYES: Hal Stocker, John Nicoletti, Andy Vasquez, Roger Abe

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

MOTION: Move to approve Sheriff-Automotive Services in the amount of \$817,964

MOVED: John Nicoletti SECOND: Hal Stocker

AYES: John Nicoletti, Hal Stocker, Andy Vasquez, Roger Abe

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

MOTION: Move to approve Workers Comp in the amount of \$1,638,831

MOVED: John Nicoletti SECOND: Hal Stocker

AYES: John Nicoletti, Hal Stocker, Andy Vasquez, Roger Abe

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

MOTION: Move to approve Liability Insurance in the amount of \$2,712,616

MOVED: John Nicoletti SECOND: Hal Stocker

AYES: John Nicoletti, Hal Stocker, Andy Vasquez, Roger Abe

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

MOTION: Move to approve Health Insurance in the amount of \$11,324,194

MOVED: Hal Stocker SECOND: John Nicoletti

AYES: Hal Stocker, John Nicoletti, Andy Vasquez, Roger Abe

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

MOTION: Move to approve General Insurance in the amount of \$151,908

MOVED: Hal Stocker SECOND: John Nicoletti

AYES: Hal Stocker, John Nicoletti, Andy Vasquez, Roger Abe

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

MOTION: Move to approve Unemployment Insurance in the amount of \$338,768

MOVED: Roger Abe SECOND: Hal Stocker

AYES: Roger Abe, Hal Stocker, Andy Vasquez, John Nicoletti

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

MOTION: Move to approve Short Term Disability in the amount of \$85,485

MOVED: Roger Abe SECOND: Hal Stocker

AYES: Roger Abe, Hal Stocker, Andy Vasquez, John Nicoletti

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

V. ADJOURN: 2:11 p.m. by Chairman Vasquez.

Chair

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

Yuba County Department of Public Works
County Service Area Assessments
2013-3014

CSA NO.	ASSESSMENT PER LOT - VACANT	ASSESSMENT PER LOT IMPROVED	ASSESSMENT PER LOT FOR STREETLIGHT	ANNUAL REVENUE \$
2	100.00	200.00	0	21,900.00
4	24.00	96.00	0	1,872.00
5	100.00	400.00	0	4,300.00
8	44.00	176.00	0	4,400.00
9	21.00	84.00	0	2,100.00
10	163.00	163.00	0	1,630.00
11	22.00	88.00	0	2,882.00
12	20.00	80.00	0	980.00
13	25.00	100.00	0	1,825.00
14	100.00	200.00	0	29,900.00
15	75.00	150.00	0	13,050.00
16	28.00	112.00	0	1,120.00
17	182.00	250.00	0	1,296.00
18	33.00	132.00	0	3,927.00
19	N/A	300.00	0	15,900.00
20	31.00	124.00	0	1,271.00
21	34.00	136.00	0	9,350.00
22	N/A	220.00	220	1,760.00
24	48.00	192.00	0	1,152.00
25	38.00	152.00	0	1,634.00
25A	N/A	75.00	0	2,325.00
26	18.00	72.00	0	864.00
28	20.00	80.00	0	600.00
29	21.00	84.00	0	861.00
30	60.00	240.00	0	840.00
31	10.00	10.00	0	70.00
32	15.00	60.00	0	360.00
33	43.00	172.00	0	1,935.00
34	20.00	80.00	0	1,020.00
36	48.00	192.00	0	864.00
37	38.00	152.00	0	2,888.00
38	90.00	360.00	0	13,410.00
39	25.00	100.00	0	2,675.00
40	84.00	336.00	0	3,948.00
42	27.00	108.00	0	1,539.00
43	15.00	60.00	0	405.00
44	110.00	440.00	0	2,640.00
45	60.00	240.00	0	1,920.00
46	45.00	180.00	0	1,575.00
48	60.00	60.00	0	12,720.00
52	23.00	148.00	20	96,768.00
52B	N/A	259.28	20	349,741.74
52C	N/A	409.28	20	19,645.44
53	100.00	200.00	0	900.00
54	100.00	200.00	0	1,300.00
55	18.00	72.00	0	234.00
59	100	200.00	0	2,100.00

EXHIBIT A
9-17-13 Budget Hearings

Yuba County Department of Public Works
County Service Area Assessments

2013-2014

CSA NO.	ASSESSMENT PER LOT - VACANT	ASSESSMENT PER LOT IMPROVED	ASSESSMENT PER LOT FOR STREETLIGHT	ANNUAL REVENUE \$
60	50	200	0	450.00
61	N/A	284.08	0	5,113.44
63	N/A	257.62	0	17,775.78
66A	N/A	432.16	20	1,310,741.28
66B	N/A	326.40	20	77,030.40
66C	N/A	540.18	20	239,839.92
66D	N/A	341.18	20	62,435.94
66E	N/A	570.88	20	56,517.12
69	N/A	262.74	20	21,544.68
70	N/A	157.18	0	86,920.54
70A	N/A	91.42	0	84,380.66
TOTAL =				2,609,146.94

Budget for Fiscal Year 2013-2014

Allocation by Budget Unit

Section I **Operating Funds**

The following budgets may be approved en mass.

	<u>BUDGET</u>	<u>ENCUMBRANCES</u>	<u>TOTALS</u>
Welfare Administration	\$32,186,820		\$32,186,820
Welfare - Categorical Aids	\$20,511,120		\$20,511,120
General Relief	\$58,197		\$58,197
Board of Supervisors	\$489,085	\$5,375	\$494,460
Board of Supervisors - Special	\$1,047,570		\$1,047,570
Clerk - Recorder	\$568,310		\$568,310
Human Resources	\$110,833		\$110,833
Auditor-Controller	\$487,563		\$487,563
Treasurer	\$509,772		\$509,772
Assessor	\$1,303,870		\$1,303,870
County Counsel	\$459,912		\$459,912
Elections	\$486,964		\$486,964
Buildings & Grounds	\$322,744	\$14,150	\$336,894
Energy	\$649,493		\$649,493
Custodial Services	\$324,848		\$324,848
Capital Improvements	\$0		\$0
Surveyor	\$133,145		\$133,145
Comm Dev Admin & Finance	\$115,938		\$115,938
County Administration	\$204,547		\$204,547
Clerk of the Board	\$201,018	\$2,171	\$203,189
Economic Development	\$193,994		\$193,994
Administrative Services	\$12,642		\$12,642
Information Technology	\$1,644,783	\$69,470	\$1,714,253
Public Defender	\$1,200,728		\$1,200,728
Grand Jury	\$51,300		\$51,300
Sheriff - Boat Grant	\$238,191		\$238,191
Probation	\$4,602,019		\$4,602,019
Victim/ Witness - Child Abuse	\$124,066		\$124,066
Victim / Witness Program	\$128,521		\$128,521
V.W. - Spec Emph	\$116,420		\$116,420
Revenue Recovery	\$1,429		\$1,429
J.A.I.B.G.	\$75,724		\$75,724
Crime Prevention Act 2000	\$182,034		\$182,034
Youth Offender Block Grant	\$230,741		\$230,741
Probation - Family Resource Center	\$135,729		\$135,729
State Correctional School	\$8,350		\$8,350
Drainage Ditch Maintenance	\$0		\$0
Agriculture Commissioner & Sealer of Weights	\$1,032,053		\$1,032,053
Building Inspection	\$1,422,673		\$1,422,673
Code Enforcement	\$299,958		\$299,958
Juvenile Traffic	\$18,250		\$18,250
Public Guardian	\$234,878		\$234,878
Emergency Services	\$475,712		\$475,712
Planning	\$1,015,275		\$1,015,275
Animal Control	\$697,562	\$29,574	\$727,136
Health/CMSP	\$101,907		\$101,907
Environmental Health	\$1,544,089		\$1,544,089
Refuse Disposal	\$2,010		\$2,010
Bi - County Veterans	\$261,142		\$261,142
Library	\$487,382		\$487,382

Section I cont'd

Operating Funds

Subsidies - Human Services	\$70,095	\$70,095
Subsidies - Health	\$187,701	\$187,701
Subsidies - Public Authority	\$85,377	\$85,377
Subsidies - Public Works Road	\$79,017	\$79,017
Subsidies - Public Safety	\$12,700,202	\$12,700,202
Agriculture Extension	\$60,777	\$60,777
Housing Authority	\$258,975	\$258,975
Other Long Term Debts	\$0	\$0
Public Works Road	\$39,845,013	\$39,845,013
Fish & Game	\$13,748	\$13,748
Special Aviation	\$17,300	\$17,300
Health Services	\$5,042,417	\$5,042,417
Public Authority	\$550,747	\$550,747
Child Support Services	\$3,959,570	\$3,959,570
District Attorney	\$2,166,935	\$2,166,935
Sheriff	\$11,070,029	\$11,070,029
Sheriff - County Jail	\$10,043,331	\$10,043,331
Juvenile Hall	\$3,791,412	\$3,791,412
Sheriff - Court Bailiffs	\$514,853	\$514,853
County Drug Grant	\$24,499	\$24,499
Criminal Justice System Grant	-\$594	-\$594
CDBG 2010	\$448,700	\$448,700
2010 HOME Program	\$731,588	\$731,588
Sutter County - Community Services Block Grant - 2013	\$246,518	\$246,518
Sutter County - Community Services Block Grant - 2010	\$131,265	\$131,265
CDBG 2009 NSP	\$43,000	\$43,000
CSBG 2014	\$131,890	\$131,890
CSBG 2013	\$244,402	\$244,402
NSP 3 HCD	\$4,100,513	\$4,100,513
CDBG 2012	\$328,425	\$328,425
YS Enterprise Zone	\$115,200	\$115,200
EDBG Grant	\$345,000	\$345,000
Industrial Development Grant	\$288,250	\$288,250
Standards & Training - Prob/JH	\$40,414	\$40,414
Standards & Training - Sheriff	\$37,400	\$37,400
Standards & Training - Juv. Hall	\$0	\$0

Section II

Individually Approved Funds

The following funds must be approved individually.

Contingencies - General		\$594,872	\$594,872
Total Operating Funds	\$175,020,152		
Airport		\$379,804	\$379,804
Total Enterprise Funds	\$379,804		
Total Operating/Enterprise	\$175,399,956	\$175,399,956	\$120,740 \$175,520,696
			\$175,520,696
Internal Service Funds**			
Automotive Service		\$444,000	
Sheriff - Automotive Service		\$817,964	
Workers Comp		\$1,638,831	
Liability Insurance		\$2,712,616	
Health Insurance		\$11,324,194	
General Insurance		\$151,908	
Unemployment Insurance		\$338,768	
Short Term Disability		\$85,485	
Total Internal Service Funds	\$17,513,766	\$17,513,766	

** Estimated revenues for Internal Service Funds are equal to expenditures

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



398-13

E
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

October 1, 2013

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJECT: Award contract to Apparent Low Bidder for the Loma Rica Road Safety Improvements Project

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve award of the contract for the above project to the apparent low bidder, and to authorize its chairman to execute the contract pending contract approval by County Counsel.

BACKGROUND:

Multiple projects have been combined into one contract as a cost saving measure. One segment of the project will entail widening shoulders, extending or replacing culverts, improving drainage and installing pavement markings and striping, between Los Verjeles and Marysville Rd. This portion of the project will be funded through federal safety funding for High Risk Rural Roads (HR3). This project will also overlay the same length of Loma Rica Rd as well as realign Loma Rica Road at Cross Star Trail, and construct a north bound left turn lane on Marysville Rd for turning onto Loma Rica Road. These portions of the project will be funded with local funds.

The bids were as shown below:

<u>Knife River Construction, Inc.</u>	<u>\$1,802,230.41</u>
<u>George Reed, Inc.</u>	<u>\$1,857,452.81</u>
<u>R&R Horn Contractors, Inc.</u>	<u>\$2,184,162.00</u>
<u>McGuire and Hester, Inc.</u>	<u>\$2,334,388.40</u>
<u>B & M Builders, Inc.</u>	<u>\$2,600,176.40</u>

DISCUSSION:

The work in general will consist of widening shoulders on Loma Rica Road between Marysville Road and Los Verjeles Road (HR3), correcting the horizontal and vertical alignment of Loma Rica Road at Cross Star Trail, constructing a turn pocket for Loma Rica Road on Marysville Road, improving drainage, overlaying and striping.

The engineer's estimate for the construction of the total project was \$1,975,000. The project is expected to be completed by September 2014.

COMMITTEE ACTION:

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

FISCAL IMPACT:

The High Risk Rural Roads portion of the project will be funded with \$726,000 of Federal HR3 funds and \$112,000 of local match from Trust 188 Road Impact Fees. Approximately \$964,230 of Trust 188 funds will also be used for the other portions of work.

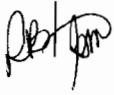


The County of Yuba

Office of the County Administrator

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

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

Date: October 1, 2013
To: Board of Supervisors
From: Robert Bendorf, County Administrator 
By: Grace Mull, Management Analyst
Re: Accept Monetary Donation to Benefit Yuba County Code Enforcement

Recommendation

It is recommended that the Board of Supervisors accept a monetary donation from Supervisor Andy Vasquez to benefit Yuba County Code Enforcement.

Background

Supervisor Andy Vasquez has expressed an interest in making a monetary donation from the period August 1, 2013 through June 30, 2014 on a monthly basis to benefit Yuba County Code Enforcement. Pursuant to Government Code 25355, the Board of Supervisors must formally accept donations made to the County that benefits any public purpose.

Discussion

The Code Enforcement division like other County departments has experienced a reduction in General Fund resources over the last several years. This donation will help fund safety equipment for use by Code Enforcement Officers out in the field.

Committee

Due to time constraints, this item was not taken to Committee.

Fiscal Impact

There is a positive impact to the General Fund associated with this item that will be moved over to the Code Enforcement budget.

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Casa de Esperanza

- ◆ Domestic Violence Services
- ◆ Rape Crisis Services
- ◆ Community Education, Prevention and Intervention
- ◆ Children/Teen Programs

September 1, 2013

REQUESTED PROCLAMATIONS

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

Dear Honorable Board Members:

Safe Homes, what a concept? Safe Communities, what a concept? Save Lives, what a concept? Can you imagine what your community would look like if everyone was safe? This month provides an excellent opportunity for Yuba County to **BECOME PART OF THE EFFORT TO END DOMESTIC VIOLENCE AND SAVE LIVES.** What a wonderful opportunity to proclaim your personal commitment to ending domestic violence and educating our community.

This year we again ask for your support in proclaiming October as Domestic Violence Awareness Month. By working together as a team with our community through prevention and intervention, we hope to attain the goal of minimizing and eventually eliminating domestic violence, sexual assault, and child abuse.

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

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

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

Sincerely,

Linda Hodges
Director, Client Services
Casa de Esperanza

Casa de Esperanza

**Safe Homes. Safe Communities.
Safe communities. Safe Homes.**

THE COUNTY OF YUBA

BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

PROCLAIMING
OCTOBER DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security and humanity due to the systematic use of physical, emotional, sexual, psychological and economic control and/or abuse; and

WHEREAS, domestic violence leaves an imprint of fear and hostility; and

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

WHEREAS, in the county of Yuba, adults and children are victims of violence each year; and

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

WHEREAS, Yuba County Board of Supervisors is committed to restoring the right to freedom from fear in our communities: and

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

NOW, THEREFORE, the Yuba County Board of Supervisors does hereby proclaim the month of October 2013 as Domestic Violence Awareness Month and urges all citizens, agencies, and businesses to become part of the effort to end domestic violence and support the efforts of domestic violence prevention, and intervention programs.



CHAIRMAN

CLERK OF THE BOARD OF SUPERVISORS

THE COUNTY OF YUBA
 BOARD OF SUPERVISORS



— P R O C L A M A T I O N —

HONORING
 SALLY WATERS SOKOLOSKI

WHEREAS, Sally Waters Sokoloski grew up in Eureka California, attended St. Bernard's Catholic School from kindergarten through high school, and went on to attend Humboldt State University where she graduated with honors and a degree in Speech Pathology and a Masters in Special Education; and

WHEREAS, in 1973 Sally moved to Marysville and began working for the Yuba County Office of Education, first as a Speech Therapist and over the next 40 years, through a series of promotions became the Assistant Superintendent; and

WHEREAS, Sally has chaired, served as a member, been appointed to, or in some way assisted with numerous councils, committees and sub-committees, including helping create and publish the "Children's Report Card" for Yuba County Children's Council, served as the Special Education Administrators of County Offices (SEACO) Legislative Chairperson in 2007 and 2008, and was instrumental in obtaining the licensing and opening of the Plumas Lake Child Development Center; and

WHEREAS, countless hours of community service and volunteer work give testament to Sally's strength in developing strong and healthy relationships with co-workers, committees, family and the community at large; Sally has received numerous awards based on her volunteerism and dedication including the "Educator's Who Make a Difference" award on six separate occasions.

NOW THEREFORE, the Yuba County Board of Supervisors hereby commends Sally Sokoloski for her 40 years of dedicated service to the children and citizens of Yuba County and wishes her a happy retirement.



[Signature]
 CHAIRMAN

[Signature]
 CLERK OF THE BOARD OF SUPERVISORS

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COUNTY
DEPARTMENTS

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services *DM*
Date: October 1, 2013
Re: Proposed Water Rate Increases

Recommendation

Approve the attached resolution regarding the proposed increase in water rates by California Water Services Company (Cal Water).

Background

In the September 17th Board Meeting, the Board directed staff to draft a resolution for the Board to take a position on the proposed water rate increase.

Discussion

The attached resolution attempts to memorialize the discussions had by the Board.

Committee

Because of the complex nature of this item, it has been brought to the Board for consideration and discussion.

General Fund Impact

Water utility costs are paid directly by Administrative Services and then spread across the users through the A87 process. Rate increases will be felt by all departments.

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

RESOLUTION**RESOLUTION NO. _____**

THE YUBA COUNTY BOARD OF SUPERVISORS)
EXPRESSES ITS CONCERN AS TO THE)
PROPOSED WATER RATE INCREASE AND THE)
EFFECTS IT WILL HAVE UPON THE)
RESIDENTS AFFECTED, AND ON THE)
COMMUNITY AT LARGE)

WHEREAS, The California Water Services Company (Cal Water) is the water utility serving the greater Marysville community; and

WHEREAS, Cal Water is one of the oldest businesses in Marysville, having provided its customers with safe, reliable water service since 1930; and,

WHEREAS, the California Public Utilities Commission (CPUC) requires Cal Water to submit a General Rate Case application every three years; and

WHEREAS, Cal Water has filed a proposed rate increase of 34.9% with the CPUC to become effective January 1, 2014, to be followed by additional small increases in the subsequent two years; and

WHEREAS, Cal Water has stated the primary driver for the increase is to fund an upgrade to their aging infrastructure; and

WHEREAS, The County of Yuba spends \$65,051.77 annually on water only (\$133,351.44 on water and sewer) for its facilities in Marysville; and will experience an increase of \$22,703.07 annually with this proposed rate change; and

WHEREAS, the local economy in the greater Marysville area has lagged behind the economic growth of the rest of the State; and

WHEREAS, Marysville's median income is 18% below the statewide average; and

WHEREAS, the community has expressed concern that an increase of this size would have a suppressing effect on potential economic growth; and

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

1. The Board of Supervisors expresses their concern over the size of this increase and the affect it will have on the County budget and the community;
2. The Board of Supervisors encourages the CPUC to take into consideration the economic condition of communities when assessing rate adjustments;
3. The Board of Supervisors advocates the CPUC to ensure water rates in the Marysville district reflect the actual cost of providing safe and reliable water to its Marysville customers and that rate adjustments are consistent as possible with similarly situated Cal Water customers;
4. The Board of Supervisors encourages the CPUC to approve the proposal to increase the benefit of its Low Income Assistance Program to provide a safety net for customers having economic difficulty;
5. The Board of Supervisors would also support the CPUC to approve the proposal to establish a balanced payment program to assist customers with effectively budgeting their water utility costs.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Andy Vasquez
Chairman

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





California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327- 7500
Facsimile (916) 321- 5047

September 12, 2013

TO: Chairs, Boards of Supervisors

FROM: Matt Cate, Executive Director

SUBJECT: Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are elected by their respective boards of supervisors to one-year terms of office commencing with the first day of the CSAC annual conference. This year that will be on November 19, 2013. Any member of your Board of Supervisors is eligible for the directorship.

CSAC's Board of Directors holds its first meeting of each year at the association's annual conference in November. **Thus, it is important that your county has its newly appointed board representative at this first meeting.** Enclosed is a list of current directors, along with a form for use in notifying us of your Board's appointment.

The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2014 Executive Committee and to conduct other business. Details of these meetings will be sent to you at a later date. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Sue Ronkowski of my staff at 916.327.7500 x508 or e-mail sronkowski@counties.org.

Enclosures

cc: 2013 Board of Directors
Clerks, Board of Supervisors



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NOTIFICATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2013 – 2014

The Board of Supervisors has elected the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2013 - 2014 Association year beginning November 19, 2013.

County name: _____

Director: _____

Alternate: _____

Name of individual completing form: _____

Does the Board of Directors member plan to attend the CSAC Annual Conference (November 19 – 22, 2013) in San Jose, Santa Clara?

Yes: ☐

No: ☐

PLEASE RETURN BY NOVEMBER 1, 2013 TO:

Sue Ronkowski
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Fax: (916) 321-5047
E-mail: sronkowski@counties.org

CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2013

<u>Section</u>	<u>County</u>	<u>Director</u>
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Louis Boitano
S	Butte County	Maureen Kirk
R	Calaveras County	Merita Callaway
R	Colusa County	Kim Dolbow Vann
U	Contra Costa County	Federal Glover
R	Del Norte County	Michael Sullivan
R	El Dorado County	Norma Santiago
S	Fresno County	Henry Perea
R	Glenn County	John Viegas
R	Humboldt County	Virginia Bass
S	Imperial County	Ryan Kelley
R	Inyo County	Jeff Griffiths
S	Kern County	Mike Maggard
R	Kings County	Doug Verboon
R	Lake County	Anthony Farrington
R	Lassen County	Jim Chapman
U	Los Angeles County	Don Knabe
R	Madera County	Max Rodriguez
S	Marin County	Susan Adams
R	Mariposa County	John Carrier
R	Mendocino County	Carre Brown
S	Merced County	Hubert "Hub" Walsh
R	Modoc County	Jim Wills
R	Mono County	Larry Johnston
S	Monterey County	Fernando Armenta
S	Napa County	Brad Wagenknecht
R	Nevada County	Ed Scofield
U	Orange County	John Moorlach
S	Placer County	Jim Holmes
R	Plumas County	Jon Kennedy
U	Riverside County	John Tavaglione

U	Sacramento County	Susan Peters
R	San Benito County	Margie Barrios
U	San Bernardino County	Josie Gonzales
U	San Diego County	Greg Cox
U	San Francisco City & County	Eric Mar
S	San Joaquin County	Bob Elliott
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Doreen Farr
U	Santa Clara County	Ken Yeager
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Linda Seifert
S	Sonoma County	David Rabbitt
S	Stanislaus County	Vito Chiesa
R	Sutter County	Larry Munger
R	Tehama County	Robert Williams
R	Trinity County	Judy Pflueger
S	Tulare County	Steve Worthley
R	Tuolumne County	Randy Hanvelt
U	Ventura County	Kathy Long
S	Yolo County	Matt Rexroad
R	Yuba County	Roger Abe

President: David Finigan, Del Norte
 First Vice President: John Gioia, Contra Costa
 Second Vice President: Efren Carrillo, Sonoma
 Immed. Past President: Mike McGowan, Yolo

SECTION: U=Urban S=Suburban R=Rural

LAW OFFICES OF LETTY LITCHFIELD

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

SEPTEMBER 16, 2013

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

RECEIVED

SEP 16 2013

Clerk/Board of Supervisors

Re: Request for Board of Supervisors approval for Tsi Akim Maidu tribe to use Sycamore Ranch Park for its annual Calling Back the Salmon Ceremony

Dear Clerk Stottlemeyer:

The Tsi Akim Maidu's annual Indigenous Peoples Days event has been scaled back this year due to the loss of three close tribal affiliates this summer, including their Maidu language instructor.

They have asked me to request that they be able to use Sycamore Ranch Park again this year, but they will only need camping on Friday, October 11 and Saturday, October 12. They will hold their annual Calling Back the Salmon Ceremony at sunrise on Saturday, October 12. Following the ceremony on Saturday, they will hold the salmon feast which is open to the public. Therefore, they need the same permits and permissions for camping, ceremony and the feast, along with use of the kitchen facility.

The tribe can offer some in-kind contribution to the park in exchange for usage if a waiver of fees is not possible. This year, they propose that they build one or more wooden park benches, but would need direction from your Parks Department on placement.


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 will be expected to provide proof of insurance naming the park owner as an additional insured on the event policy.

Clerk of the Board
September 16, 2013
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I will be out of the area from September 19-25. I will be able to receive e-mails at letty_litchfield@att.net during that time.

Thank you kindly for your continued support of this event.

Sincerely,


Letty Litchfield

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