

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.

JULY 14, 2015

- 9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard.**
- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Vasquez
 - II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
 - III. **CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.**
 - A. Auditor-Controller
 - 1. (279-15) Adopt resolution to determine the appropriations for Special Districts under the County.
 - B. Board of Supervisors
 - 1. (280-15) Reappoint Carlton Dinwiddie as an At-Large Representative to the Fish and Game Advisory Commission for a term to expire July 14, 2019.
 - C. Clerk of the Board of Supervisors
 - 1. (281-15) Approve Conflict of Interest Code for Smartsville Fire Protection District.
 - 2. (282-15) Reappoint Alvin Bell to the Brownsville Cemetery District for a term to expire July 14, 2019.
 - 3. (283-15) Reappoint Morris Moody to the Keystone Cemetery District for a term to expire July 14, 2019.
 - 4. (284-15) Appoint Nina Martinez to the Child Care Planning Council of Yuba and Sutter Counties as the Discretionary representative for a term to expire September 30, 2016.
 - 5. (301-15) Approve minutes from the meeting of June 16, 2015.
 - D. Community Development and Services
 - 1. (285-15) Adopt resolution supporting Yuba County Water Agency intent to be the Groundwater Sustainability Agency for the North Yuba and South Yuba sub-basins.
 - E. Health and Human Services
 - 1. (286-15) Approve purchase agreement with California Statewide Automated Systems Consortium for document upload kiosk and authorize Chair to execute.

F. Probation

1. (287-15) Adopt resolution authorizing the Yuba County Probation Department to apply for and enter into agreements with the California Emergency Management Agency, Sierra Health Foundation, and First Five Yuba for grants relating to the delivery of victim and program services.

G. Sheriff-Coroner

1. (288-15) Approve Memorandum of Understanding with Yuba County Office of Education for vocational educational programs for inmates at the Yuba County Jail for Fiscal Year 2015-2016, and authorize Chair to execute.
2. (289-15) Approve Memorandum of Understanding with Yuba County Superior Court for provision of electronic monitoring services for clients under supervision in the Court's pretrial release program beginning April 1, 2015, and authorize Chair to execute.
3. (290-15) Approve Memorandum of Understanding with Sutter Yuba Mental Health for Forensic Mental Health Specialist services to jail inmates beginning July 1, 2015, and authorize Chair to execute.

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

V. **COUNTY DEPARTMENTS**

A. Board of Supervisors

1. (291-15) Receive information regarding Memorandum of Understanding with Enterprise Rancheria payments to Yuba County and provide direction and/or take action as appropriate. (No background material) (Fifteen minute estimate)

B. County Administrator

1. (292-15) Receive information on changes to contract with lobbyists Shaw/Yoder/Antwih, Inc. and Peterson Consulting, Inc. and provide direction as appropriate. (Ten minute estimate)

C. County Counsel

1. (293-15) Receive information on settlement regarding County of Yuba vs. Van-G-Trucking Inc. (No background material) (Ten minute estimate)

D. Yuba Sutter Economic Development Corporation

1. (294-15) Adopt resolution approving the 2015 Comprehensive Economic Development Strategy and Program Projection report for Yuba-Sutter Economic Development District. (Ten minute estimate)
<http://www.ysedc.org/>

VI. **CORRESPONDENCE:** The Board may direct any item of informational correspondence to a department head for appropriate action.

A. (295-15) Annual Report from Yuba County Commission on Aging.

B. (296-15) Notices from State Fish and Game Commission relating to measures for fisheries due to drought conditions and market squid logbooks.

C. (297-15) Notice from Three Rivers Levee Improvement Authority regarding proposed mitigated negative declaration for the Western Pacific Interceptor Canal 200-year Standard Project.

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**

A. Pending litigation pursuant to Government Code §54956.9(d)(1) - Powers, et al vs. County of Yuba

B. Pending litigation pursuant to Government Code §54956.9(e)(1) - Two Cases

C. Pending litigation pursuant to Government Code §54956.9(d)(4) - One Case

IX. **ADJOURN**

Finance and Administration Committee - (Supervisors Griego and Abe - Alternate Supervisor Fletcher)

A. (298-15) Consider ordinance adding Chapter 4.70 to Title IV of the Yuba County Ordinance Code relating to the Historic Resources Commission - County Administrators Office (Ten minute estimate)

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

A. (299-15) Consider resolution adopting Yuba County Integrated Regional Water Management Plan - Community Development and Services (Five minute estimate)

Human Services Committee - (Supervisors Griego and Fletcher - Alternate Supervisor Nicoletti)

A. (300-15) Consider agreement with Grace Source, Inc. for differential response services under Child Abuse Prevention, Intervention and Treatment, Community Based Child Abuse Prevention, and Children's Trust Fund programs - Health and Human Services (Ten minute estimate)

7/14/2015 - 5:00 P.M. Wheatland City/County Liaison Committee - CANCELLED
Wheatland City Hall
111 C Street
Wheatland, California

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

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.

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CONSENT
AGENDA

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The County of Yuba



279-15

Auditor-Controller

Richard Eberle, CPA
Yuba County Government Center
915 8th Street, Suite 105
Marysville, CA 95901

Phone: (530) 749-7810
Fax: (530) 749-7814
Email: reberle@co.yuba.ca.us

June 1, 2015

TO: BOARD OF SUPERVISORS

FROM: C RICHARD EBERLE, AUDITOR-CONTROLLER

SUBJECT: 2015-16 RESOLUTION FOR SPECIAL DISTRICTS APPROPRIATION LIMITS

RECOMMENDATION:

Approve and adopt the 2015-16 Appropriation Limits for Special Districts governed by the Board of Supervisors.

BACKGROUND:

Pursuant to Article XIII B California State Constitution the appropriation limits for Special Districts governed by the Board of Supervisors is calculated each fiscal year using the Price and Population per capita as required by R&T 2227 from the Department of Finance.

DISCUSSION:

Approve and adopt the attached resolution to determine the appropriation limits for Special Districts governed by the Board of Supervisors. Attached is Exhibit A computing the Special District's limit.

FISCAL IMPACT:

None.

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

IN RE:)
) RESOLUTION NO. _____
RESOLUTION OF THE)
BOARD OF SUPERVISORS OF)
THE COUNTY OF YUBA TO)
DETERMINE THE APPROPRIATIONS)
FOR SPECIAL DISTRICTS UNDER)
THE COUNTY)

RESOLVED by the Board of Supervisors of the County of Yuba, State of California, that the maximum limits applicable to 2015-16 appropriations of tax proceeds as calculated for the Special Districts under the County is reflected in Exhibit A attached in accordance with Article XIII B of the Constitution of the State of California.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on this _____ day of _____ 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



EXHIBIT A

SPECIAL DISTRICTS UNDER THE BOARD OF SUPERVISORS
STATEMENT OF SUMMARIES OF THE COMPUTED APPROPRIATION LIMIT
FOR FISCAL YEAR 2015-16

DISTRICT:	FY 2014-15 LIMIT	CA CPI Change	Population Change	Composite Change	FY 2015-16 LIMIT
Linda Street Lighting District	345,981	1.0382	X 1.0008 =	1.0390	359,485
County Service Area #2	13,270	1.0382	X 1.0008 =	1.0390	13,788
County Service Area #4	1,314	1.0382	X 1.0008 =	1.0390	1,365

The County of Yuba

Office of Clerk of the Board of Supervisors



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board *Donna Stottlemeyer*

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

Date: July 14, 2015

Recommendation

Reappoint Carlton Dinwiddie as an At-Large Representative to the Fish and Game Advisory Commission for a term ending July 14, 2019.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted and updated regularly indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Mr. Dinwiddie's term. Mr. Dinwiddie has served on the committee since May 2013 and wishes to continue serving.

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

Fiscal Impact

None

Committee Action

None

attachments

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The County of Yuba

Clerk of the Board of Supervisors



July 14, 2015

TO: Board of Supervisors

FROM: Donna Stottlemeyer, Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to be "D. Stottlemeyer", is written over the "FROM:" line.

SUBJECT: Conflict of Interest Code Approval: Smartsville Fire Protection District

Recommendation

Approve Conflict of Interest Code for Smartsville Fire Protection District.

Background and Discussion

Every two years special districts and local agencies within the County are required to review their conflict of interest code pursuant to Government Code §87300 and update if necessary. Subject code has been received and reviewed by Counsel for legal sufficiency and are submitted for your approval.

An agency code is not valid until approval of the code reviewing body which is the Board of Supervisors for agencies with boundaries solely in Yuba County.

Committee Action

This matter is brought directly to the Board for approval as it is routine recurring every two years as mandated by the State.

Fiscal Impact

There is no fiscal impact.

Attachments

RESOLUTION 2015-5

RECEIVED

JUN 12 2015

RESOLUTION OF THE BOARD OF DIRECTORS
SMARTSVILLE FIRE PROTECTION DISTRICT, COUNTY OF YUBA,
ADOPTING CONFLICT OF INTEREST CODE
EFFECTIVE JUNE 11, 2015

Clerk/Board of Supervisors

RESOLVED, that the Board of Directors of the Smartsville Fire Protection District has repealed the Conflict of Interest Code established by said District on March 12, 2013, and re-establish said Conflict of Interest Code effective June 11, 2015.

FURTHER RESOLVED, that a copy of said Conflict of Interest Code adopted June 11, 2015, is attached hereto and made a part of this Resolution No. 2015-5.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Smartsville Fire Protection District, County of Yuba, State of California, on this 11th day of June 2015, by the following vote.

AYES: *Director Swift, Director Center, Director Ries*

NOES: *Ø*

ABSENT: *Ø*

APPROVED:

By: *[Signature]*
Stirling Q. Swift, Secretary-Treasurer

ATTEST:

[Signature]
Clerk to the Board

Smartsville Fire Protection District
8459 Blue Gravel Rd. / P.O. Box 354
Smartsville, CA 95977

CONFLICT OF INTEREST CODE
SMARTSVILLE FIRE PROTECTION DISTRICT
Effective June 11, 2015

The Political Reform Act, Government Code section 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission ("FPPC") has adopted a regulation, California Code of Regulations, Title 2, division 6, Section 18730 (hereinafter "CCR 18730"), which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the FPPC after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of CCR 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference and along with the attached Appendix in which members and employees are designated and disclosure categories are set forth constitute the Conflict of Interest Code of the Smartsville Fire Protection District ("Agency").

Designated employees, defined as the Fire Chief and personnel with purchasing authority, shall file a Statement of Economic Interests with the Agency. Members of the Board of Directors shall file their Statement of Economic Interests with the Agency. The original statements for all other designated employees will be retained by the Agency and made available for public inspection and reproduction upon request. (Government Code section 81008).



Charles Center
Chairman, Board of Directors

APPENDIX

CONFLICT OF INTEREST CODE SMARTSVILLE FIRE PROTECTION DISTRICT

OFFICIALS WHO MANAGE INVESTMENTS

Agency officials who manage public investments as defined by 2 CCR 18701(b) are NOT subject to the Agency's code, but are subject to the disclosure requirements of the Political Reform Act (Government Code section 87200 et seq.). These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments:

Members of the Board of Directors
Fire Chief
Personnel with purchasing authority¹

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED EMPLOYEES' TITLE OR FUNCTION	DISCLOSURE SCHEDULES
Fire Chief	A-1, A-2, B, C, D, E
Personnel with purchasing authority	A-1, A-2, B, C, D, E
General Counsel	A-1, A-2, B, C, D, E
Liaison Officer	A-1, A-2, B, C, D, E

¹ Individuals holding one of the above-listed positions may contact the FPPC for assistance or written advice regarding their filing obligations, if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by Government Code section 87200.

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in this Code, subject to the following limitation:

The Board of Directors' Secretary may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based on that description, a statement of the extent of disclosure requirements. The Secretary's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Disclosure for designated employees pursuant to Schedule E, Gifts, shall be limited to gifts with a value of \$50 or more received from persons doing business with the Smartsville Fire Protection District.

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The County of Yuba

Office of Clerk of the Board of Supervisors



282-15

To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: **Brownsville Cemetery District Appointment**
Date: July 14, 2015

Recommendation

Reappoint Alvin Bell to the Brownsville Cemetery District for a term to expire July 14, 2019.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Mr. Bells term. Mr. Bell has been service on the District since June 2012 and would like to continue in this capacity

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

Fiscal Impact

None due to appointment.

Committee Action

None required.


attachment

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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: Keystone Cemetery District Appointment
Date: July 14, 2015

Recommendation

Reappoint Morris Moody to the Keystone Cemetery District for a term to expire July 14, 2019.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Mr. Moody's term. Mr. Moody has been service on the District since February 2007 and would like to continue in this capacity

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

Fiscal Impact

None due to appointment.

Committee Action

None required.

attachment

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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: Child Care Planning Council – Discretionary Representative *[Signature]*
Date: June 23, 2015

Recommendation

Appoint Nina Martinez to the Child Care Planning Council of Yuba and Sutter Counties as the Discretionary representative for a term ending September 30, 2016.

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 updated bi-monthly. This is an unscheduled vacancy due to the resignation of Ms. Christina May in November 2014. One application for appointment has been received from Ms. Nina Martinez and is attached along with a recommendation from the Council.

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

Fiscal Impact

None due to appointment.

Committee Action

Brought directly to the Board for consideration.



**Child Care
Planning Council**
of yuba and sutter counties

1104 E Street
Marysville, CA 95901
Phone: (530) 749-4040
Fax: (530) 749-3279

Memorandum

Date: June 30, 2015

To: Yuba County Board of Supervisors

From: Tonya K. Byers, Coordinator
Child Care Planning Council of Yuba & Sutter Counties

RE: Appointment to the Child Care Planning Council

RECOMMENDATION: The Council is recommending that the Board of Supervisors consider the appointing Nina Martinez to the Discretionary position on the Child Care Planning Council of Yuba and Sutter Counties for the term to begin immediately and ending on September 30, 2016

BACKGROUND: The Yuba and Sutter County Superintendents of Schools formed the Council in 1991, in accordance with the state law established by AB 2141 that encouraged the formation of county level child care planning councils. In 1997, under AB 1542, the Council membership composition was established and legislative mandates were assigned to the Councils. The Child Care Planning Council of Yuba and Sutter Counties By-Laws Article IV, Sec. B – Vacancies states "Upon the resignation or termination of an appointed member, the Chair of the Council shall notify the Superintendents of Schools and the Board of Supervisors of the vacancy. Subject to the consent of the Superintendents and Boards of Supervisors, members of the Council shall assist with the solicitation and/or review of nominations received and may make recommendations to the Superintendents and Boards of Supervisors who will make the appointment. The appointed replacement shall serve the remaining term of that member."

DISCUSSION: The Board of Supervisors and the Superintendent of Schools make the appointments of the Council Members to the Child Care Planning Council.

COMMITTEE ACTION: No committee has reviewed the request.

FISCAL IMPACT: None



Child Care Planning Council

CHILD CARE PLANNING COUNCIL OF YUBA AND SUTTER COUNTIES MEMBERSHIP APPLICATION

Name Nina F. Martinez
Home Address [REDACTED] City [REDACTED]
Agency Victor Community Support Services Title Mental Health Rehab Spec.
Business Address [REDACTED] City Marysville Zip 95901
Day Phone [REDACTED] Fax [REDACTED] E-Mail [REDACTED]

A. CATEGORIES FOR APPOINTMENT

The Superintendents of Schools and the Board of Supervisors make appointments to the Child Care Planning Council of Yuba and Sutter Counties. Members must live or work in Yuba or Sutter County. Twenty percent (20%) of the Child Care Planning Council members are to be drawn from each of the following categories described below: Child Care Provider, Child Care Consumer, Community Representative, Public Agencies, and Discretionary. Please indicate which appointment category you are applying for.

☐ **1. Consumer of Child Care Services**-using child care or have used it within the past 36 months.
Are you currently receiving child care? ☐ Yes ☐ No Date last used it: _____
Name of Provider _____ City _____

☐ **2. Child Care Provider**-please check the type of care you provide:
☐ a) Licensed family child care provider (# of children licensed for _____)
☐ b) Licensed & publicly funded child care center (# of children licensed for _____)
Center Name _____ City _____
☐ c) Licensed, private for profit, or private non profit child care center (# of children _____)
Center Name _____ City _____
☐ d) License exempt child care provider (# of children licensed for _____)
Program Name if applicable _____

☐ **3. Community Representative**-excluding agencies that contract with the California Department of Education to provide child care and development services.
Organization _____
Location of Agency _____ Service Area _____

☐ **4. Public Agency Representative**-including city, county, and local education agencies.
Agency _____ City _____

☒ **5. Discretionary Category**-Please describe
Victor Community Support Services - and Child Care Consumer

B. GEOGRAPHIC, ETHNIC, AND CULTURAL DIVERSITY REPRESENTATION

AB 1542 (Education Code 8499.3 (d) states, "Every effort shall be made to ensure that the ethnic, racial, and geographic composition of the local planning council is reflective of the ethnic, racial, and geographic distribution on the population of the county."

Please indicate your ethnic origin (optional):

- ☐ White (includes Indo-European, Pakistani, East Indian)
☐ Black (includes African, Jamaican, Trinidadian, and West Indian)
☐ Hispanic (includes Mexican, Puerto Rican, Cuban, Latin American or Spanish)
☐ Asian or Pacific Islander (includes Japanese, Chinese, Korean or Vietnamese)
☐ American Indian or Alaskan Native (includes persons who identify themselves or are known as such by virtue of tribal association)
☐ Filipino (includes only Filipino)
☐ Other _____

C. MEMBERSHIP RESPONSIBILITIES – Members are expected to attend regular monthly meetings held on the Fourth (4) Tuesday of each month, and participate in at least one committee. Additional meetings may be scheduled for training and Council business. Are you able to commit to a regular participation, given this schedule? ☒ Yes ☐ No

If needed, do you have the support of your agency/employer to be an active member of the Council?

☒ Yes ☐ No

D. INVOLVEMENT - Please describe related organizations with which you are currently involved.

See attachment

E. APPLICANT INTERESTS – Please describe your interest in the Child Care Planning Council and the skill that you would bring to the Council.

See attachment

Have you ever been convicted of a felony? ☐ Yes ☒ No
(A felony conviction may preclude you from service)

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

Signature _____ Date *6/23/15*

Mail or Fax the application to: Child Care Planning Council 1104 E Street, Marysville, CA 95901

Fax: 530-749-3279

For more information call 530-749-4040

FOR OFFICE USE ONLY: The Council recommends appointment _____ Yes _____ No

Question D:

I currently work for Victor Community Support Services. The agency provides community based mental health services to families in the Yuba Sutter area. I work as a Mental Health Rehabilitation Specialist (MHRS), with families who have children 0 to 18, and specifically parents, teachers and support people who work or have children with a diagnosed mental illness. I work to support parents in their home and community to build skills and this can include childcare providers and teachers.

Question E:

I am interested in being a member of this council because I believe that quality childcare is vital to the development of children. This is especially so with children who are diagnosed with mental illness. Support comes from all sectors for these families and the more supports we have for them the better they are able to maintain healthy lifestyles and loving relationships. This includes childcare providers. I have had the opportunity to work in prevention services for 8 years and now work as a MHRS for Victor Community Support Services. The lack of childcare can be a barrier to much needed services and programs and believe this council has the ability to help ease that barrier for our most needy families.

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The County of Yuba

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



JUNE 16, 2015 – MINUTES

The Honorable Board of Supervisors of the County of Yuba met in regular session on the above date, commencing at 11:00 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 Ranch Fletcher. Also present were County Administrator Robert Bendorf, Deputy County Counsel John Vacek, and Deputy Clerk of the Board of Supervisors Rachel Ferris. Chair Griego presided.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Fletcher
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
- III. PUBLIC HEARINGS: The clerk read the disclaimer.
 - A. (239-15) Public Hearing - Hold public hearing to receive comments on Magnolia Ranch Specific Plan Draft Environmental Impact Report and direct staff to prepare responses to significant environmental issues. (Sixty minute estimate) Planning Director Wendy Hartman and Project Planner Ed Palmeri provided a brief recap and introduced Project Planner Mathew Gerken, AECOM.
Mr. Gerken provided a PowerPoint presentation including the following:
 - Project Summary
 - Specific Plan and Employment Village
 - Environmental Review Process
 - Scope of Analysis
 - Findings
 - Alternatives
 - Next steps

Mr. Gerken and Ms. Hartman responded to inquiries relating to employment village.

Mr. Greg Forest, land use counsel for the applicant, advised of several meetings with Beale Air Force Base and City of Wheatland relating to Wheatland By-pass and Highway 65 Interchange.

Chair Griego opened the public hearing. The following individuals spoke:

- Wheatland Fire Chief Joe Wagershauser
- Mr. Jeff Roberts, Plumas Lake Elementary School
- Mr. Victor Ramos, Wheatland High School
- Mrs. Johanna Lassaga
- Mr. Al Lassaga
- Mr. Ed Ritchie
- Agricultural Commissioner Louie Mendoza

- Mr. Ernest Ehnisz

MOTION: Move to direct staff to prepare responses to significant environmental issues

MOVED: John Nicoletti SECOND: Andy Vasquez

AYES: Roger Abe, Randy Fletcher, John Nicoletti, Andy Vasquez, Mary Jane Griego

NOES: None ABSENT: None ABSTAIN: None

Board consensus was reached to continue the Public Hearing to 6:00 p.m. July 15, 2015 as a Board of Supervisors and Planning Commission joint meeting with schedule action on the Environmental document at a future night meeting.

IV. ADJOURN: 12:18 p.m.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

www.co.yuba.ca.us



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5484


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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: BOARD OF SUPERVISORS

FROM: Michael G. Lee, Director of Public Works 

SUBJECT: Resolution of Support for Yuba County Water Agency's Intent to be a Groundwater Sustainability Agency for the North and South Yuba Subbasins

DATE: July 14, 2015

Recommendation

That the Board adopt a resolution supporting the Yuba County Water Agency's intent to be the Groundwater Sustainability Agency for the North Yuba and South Yuba Subbasins within the County of Yuba.

Background

The Sustainable Groundwater Management Act of 2014 (SGMA) enables the State Water Resources Control Board to intervene in groundwater basins unless a local public agency or combination of local public agencies form a Groundwater Sustainability Agency or Agencies (GSA) by June 30, 2017. Under SGMA, any local public agency that has water supply, water management, or land use responsibilities within a subbasin may elect to be a Groundwater Sustainability Agency. The Yuba County Water Agency is well-suited to be the Groundwater Sustainability Agency for those portions of Yuba County affected by the SGMA due to the Agency's longstanding and ongoing comprehensive groundwater management program and its operation of major surface water facilities.

Discussion

The Yuba County Water Agency – Board of Directors has adopted a resolution expressing its intent to be the Groundwater Sustainability Agency for those portions of the County that overlie the North Yuba and South Yuba subbasins. Options to having the Yuba County Water Agency serve as the Groundwater Sustainability Agency would be for the County of Yuba to be the Groundwater Sustainability Agency or for a coalition of local public agencies to serve as the Groundwater Sustainability Agency. Due to the Yuba County Water Agency's county-wide jurisdiction and long history of groundwater management, staff recommends that the Board of Supervisors support the Yuba County Water Agency's resolution of intent.

Committee:

This item has already been before the Yuba County Water Agency Board of Directors.

Fiscal Impact:

Should the Yuba County Water Agency be the Groundwater Sustainability Agency for the North and South Yuba Subbasins, the Agency would be responsible for administrative and legal expenses. The fiscal impact on the County would involve staff time coordinating with the Yuba County Water Agency and other local agencies to develop an implementation strategy. Should the County be the Groundwater Sustainability Agency, the County would be responsible for administrative expenses, legal expenses, and coordination expenses. Should a coalition of local public agencies serve as the Groundwater Sustainability Agency, then the County would be required to cover a portion of the administrative and legal expenses.

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

RESOLUTION SUPPORTING THE YUBA COUNTY)
WATER AGENCY'S INTENT TO BE A GROUNDWATER)
SUSTAINABILITY AGENCY)

RESOLUTION NO:

WHEREAS, the Sustainable Groundwater Management Act of 2014 went into effect on January 1, 2015; and

WHEREAS, the Sustainable Groundwater Management Act of 2014 enables the State Water Resources Control Board to intervene in groundwater basins unless a local public agency or combination of local public agencies form a Groundwater Sustainability Agency or Agencies (GSA) by June 30, 2017 (Water Code §10735); and

WHEREAS, retaining local jurisdiction over water management and land use is essential to sustainably manage groundwater and to the vitality of Yuba County's economy, community, and environment; and

WHEREAS, any local public agency that has water supply, water management, or land use responsibilities within a subbasin may elect to be a Groundwater Sustainability Agency (Water Code §10721); and

WHEREAS, the Yuba County Water Agency has a long and successful history of monitoring and sustainably managing the North Yuba and South Yuba subbasins; and

WHEREAS, the Yuba County Water Agency is well-suited to be the Groundwater Sustainability Agency for the portions of Yuba County affected by the Sustainable Groundwater Management Act of 2014 due to the Agency's longstanding and ongoing comprehensive groundwater management program and operation of major surface water facilities; and

WHEREAS, the Yuba County Water Agency – Board of Directors has adopted a resolution expressing its intent to be the Groundwater Sustainability Agency for those portions of the County that overlie the North Yuba and South Yuba subbasins;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors supports the Yuba County Water Agency's intent to be the Groundwater Sustainability Agency for the North Yuba and South Yuba Subbasins:

BE IT FURTHER RESOLVED by the Board of Supervisors that the County will participate in the development of an implementation strategy with the Yuba County Water Agency and other local public agencies.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, this ____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

COUNTY COUNSEL



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director *JV*
John Corniel, Program Manager *JC*
Health & Human Services Department

DATE: July 14, 2015

SUBJECT: County Purchase YB-01-2015 Agreement

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Agreement between Yuba County, on behalf of its Health and Human Services Department (HHSD), and the California Statewide Automated System Consortium IV (C-IV Consortium).

BACKGROUND: The C-IV Consortium contracts with Accenture for the development, implementation, maintenance and operations of the C-IV System. C4Yourself is a component of the C-IV System that allows customers to apply for CalFresh, Medi-Cal, CalWORKs and County Medical Services Program via the internet. A recent addition to the C4Yourself component is the Document Upload Kiosk. The kiosk is a workstation which integrates the technologies that provide access to C-IV and public assistance benefits and packages them into a single, user-friendly device with direct access to C4Yourself, a scanner to collect electronic copies of verification documents required to determine eligibility, and a printer to provide the client with verification receipt that the documents were provided.

DISCUSSION: HHSD would like to purchase the kiosk to be installed in the main reception area. The kiosk will allow clients an efficient method of providing the county with the information needed to determine eligibility. The County Purchase YB-01-2015 sets forth the Administrative Charges to be incurred along with the break/fix equipment and software user licenses to be purchase with the DUK. The total charges of \$43,908 associated with this County Purchase will be incurred during State Fiscal Years 2015/16 through 2019/20.

COMMITTEE: The Human Services Committee was by-passed as there is no General Fund impact.

FISCAL IMPACT: Operation and maintenance of the DUK will be funded based on a shared ratio of federal, state and county funds as established in the JPA and MOU. Approval of this Agreement will not impact County General Funds.

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California SAWS Consortium IV



County Purchase YB-01-2015 Yuba County – Document Upload Kiosk (DUK)



I. Overview:

Yuba County ("County") would like to purchase one (1) Document Upload Kiosk ("DUK") for use in the lobby at an existing non-C-IV Managed office. This County Purchase also includes Administrative Charges for equipment asset tagging, configuration and delivery in addition to ongoing Production Operations charges for central support and remote maintenance of the DUK. The scope of this County Purchase includes the following:

- Hardware Charges
 - (1) HP Kiosk - Includes the following:
 - 1 x HP EliteDesk 800 Ultra Slim Desktop PC
 - 1 x Elo 22" TouchScreen w/Privacy Filter Monitor
 - 1 x Zebra KR 403 Thermal Receipt Printer
 - 1 x Magnetic Stripe Reader, reads DL and CC
 - 1 x Code Reader 1000 Barcode Reader
 - 1 x Fujitsu FI-7160 Scanner
 - (1) California Electronic Waste Recovery Fee (per Monitor)
 - (1) Print Media (80mm x 645 ft., 8 rolls per case)
 - (1) HP EliteDesk 800 Ultra Slim Desktop PC (includes 3 Years Parts/Labor/Next-Business-Day On-Site Warranty) (Break/Fix)
 - (1) Fujitsu FI-7160 Scanner (Type 1 Scanner), includes 1 Year of Hardware Support (Break/Fix)
 - (1) ELO 22-inch Touchscreen Monitor, includes 3-Year Manufacturer's Warranty (Break/Fix)
 - (1) California Electronic Waste Recovery Fee (per Monitor)
 - (1) Zebra KR403 Thermal Receipt Printer (Break/Fix)
 - (1) MagTek Magnetic Stripe/Card Reader (includes 2-Year Manufacturer's Warranty, Break/Fix)
 - (1) Code Reader 1000 Barcode Scanner (Break/Fix)
- Software Charges
 - (1) McAfee EndPoint, Deep Command, Deep Defender (includes 3 Years of Software Support)
 - (1) Checkpoint Pointsec (Hard Disk Encryption)
- Hardware Support Charges
 - (1) Fujitsu FI-7160 Scanner (Type 1 Scanner) - Additional 2 Years of Hardware Support
 - (1) Zebra KR403 Thermal Receipt Printer - 4 Years of Hardware Support
 - (1) Code Reader 1000 Barcode Scanner - 3 Years of Hardware Support
 - (1) Fujitsu FI-6130Z Scanner (Type 1 Scanner) - Break/Fix - Additional 2 Years of Hardware Support



- (1) Zebra KR403 Thermal Receipt Printer Break/Fix - 4 Years of Hardware Support
 - (1) Code Reader 1000 Barcode Scanner - Break/Fix - 3 Years of Hardware Support
- Software Support Charges
 - (1) Checkpoint Pointsec - 3 Years of Software Support
- Administrative Charges
- Production Operations Charges
 - Recurring Charges

Assumptions:

- *General Assumptions:*
 - The Total Cost is an estimate and is subject to changes at the time of ordering. The estimate includes shipping/handling and taxes as appropriate. The final cost will be provided to the Consortium at the time of invoicing.
 - This County Purchase includes equipment for one (1) DUK for one (1) County site. The table below lists the site, the address, the quantity of DUKs for the site, and the quantity of DUKs at each site that will be managed by C-IV:

Site Name	Site Address	Quantity of DUKs	Quantity of Managed DUKs
TBD	TBD	1	0
Total		1	0

- **Yuba County must provide the installation location to the Consortium at the same time as an approved copy of this County Purchase.**
- New equipment will initially be delivered to the C-IV Remote Depot in Rancho Cordova, California where Contractor staff will asset-tag and image the DUK. Once those activities have been completed, Contractor will transport the equipment to the County for installation.
- Taxes for equipment items were estimated at a rate of 8.50%.
- Because equipment items with unit prices greater than \$5,000 are capital assets, ownership of those items will reside with the Consortium. After those equipment items have been fully amortized, the Consortium will transfer ownership of those items to the County.
- Financing is not available for equipment, including those that are capital assets (i.e. items with unit prices exceeding \$5,000).
- The Consortium will retain ownership of all software licenses purchased under this County Purchase.



- Hardware, Software, Hardware Support, Software Support and Administrative Charges will be invoiced in full upon receipt of hardware acceptance.
- Yuba County is responsible for all facility-related work including, but not limited to the following: electrical, data/electrical cabling, HVAC and furniture.
- Administrative charges are for Contractor staff to perform the following tasks:
 - Asset-tag, image and transport one (1) DUK;
 - Provide up to sixteen (16) hours of support per site prior to deployment to assist the County with its definition and creation of the process flows for the DUK's initial deployment.
 - The estimate is based on assistance for the creation of one (1) process flow for the DUK on this order.
 - Although Contractor assistance will be provided to the County, the County will fully own the responsibility of defining and creating the process flows for the application on the DUK.
 - Provide sixteen (16) hours of on-site support following deployment of the DUK on this order. One (1) resource will be available to the County for two (2) consecutive business days, eight (8) hours per day, for a maximum of sixteen hours.
 - Contractor staff will work with the County to develop a schedule for providing support following approval of this County Purchase.
- The County will be responsible for all monthly recurring Production Operations charges for enhanced central support for the one (1) DUK on this order.
 - Recurring enhanced central support will apply to the DUK once deployed and in use. Charges will be invoiced in monthly arrears and are estimated to commence on ~~August~~**September** 1, 2015 and run through October 31, 2019.
 - Enhanced central support includes the following:
 - Service requests would be transferred directly to Level 3 support;
 - Process support would be provided to the County for any changes or updates to the process flows on the DUK following their deployment;
 - Enhanced central support excludes any enhancements to the C-IV custom applications for the DUK.
 - Because the DUK on this order will be non-managed, Contractor will not have remote access to the DUK for troubleshooting issues. As such, Contractor will provide instructional support for County staff to troubleshoot issues on the DUK.
 - Enhanced central support excludes any enhancements to the C-IV custom applications for the DUK.
- An installation schedule will be provided to the County for approval following approval of this County Purchase.
- The County must approve this County Purchase and provide the corresponding approved Advanced Planning Document (APD) by ~~June 13~~**September 4**, 2015.



Otherwise, the estimates provided in this County Purchase will not be valid and a new County Purchase will be required.

- *Assumptions regarding DUK:*
 - DUK will include the following equipment:
 - Desktop computer;
 - Touch-screen monitor;
 - Printer;
 - Desktop scanner;
 - Magnetic stripe reader;
 - Barcode scanner.
 - No headsets/handsets for calls are included.
 - The County will be responsible for storing equipment for the DUK until installation/deployment. The County-provided storage facility must be capable of holding all equipment at the outset of this project.
 - The County will be responsible for choosing the most appropriate location where the DUK will be placed and used by customers.
 - The location for the DUK should have accessibility to electrical power outlets.
 - A C-IV network jack will be required at the installation site of the DUK. If a network jack is not available, then the County will be responsible for obtaining one.
 - The County is responsible for all facility-related work including, but not limited to the following: electrical, data/electrical cabling, HVAC and furniture.
 - This County Purchase does not include any external power strips for the DUK.
 - The County will be responsible for set up and installation of the DUK. Due to the size and stability of the DUK, it is recommended that Yuba anchors the DUK to the floor for safety. Additionally, it is also recommended that Yuba anchors the electrical plug to the power outlet to prevent unauthorized plugging.
 - Installation of the one (1) DUK on this order does not include the following:
 - Permits, bonds and/or fees;
 - Hazardous material abatement;
 - Independent testing fees other than specified;
 - Electronic voice/data connectivity equipment (i.e. network components or phone systems);
 - Network drops to access points;
 - Electrical cabling;
 - Facility remediation;
 - Heating, ventilation, and air conditioning;
 - Battery backup or other type systems;
 - Outside plant conduit installation or repair;



- Trenching in, restoration of, cutting, or patching of asphalt, concrete, or landscape.
- This County Purchase includes one (1) case of eight (8) rolls of receipt paper for the DUK. Once this supply has been exhausted, the County will be responsible for the purchase and installation of replacement rolls. The County is also responsible for other consumables for the printer in the DUK.
- This County Purchase includes one (1) of each of the following spare equipment for break/fix purposes:
 - Desktop computer;
 - Desktop scanner;
 - Touchscreen monitor;
 - Printer;
 - Magnetic stripe reader;
 - Barcode scanner.
- All HP desktop computers and ELO touchscreen monitors are purchased with 3-year manufacturer's warranties from the date of purchase (unless noted otherwise). Once the manufacturer's warranties have expired, the County will be responsible for funding any hardware refreshes or hardware support renewals via a separate County Purchase.
- All Fujitsu desktop scanners and barcode scanners are purchased with 3-year hardware support agreements from the date of purchase (unless noted otherwise). Once the hardware support agreements have expired, the County will be responsible for funding any hardware refreshes or hardware support renewals via a separate County Purchase.
- All Zebra KR403 printers are purchased with 4-year hardware support agreements from the date of purchase (unless noted otherwise). Once the hardware support agreements have expired, the County will be responsible for funding any hardware refreshes or hardware support renewals via a separate County Purchase.
- No support is available for the magnetic stripe readers and kiosk integration/enclosures on this order.
- All McAfee EndPoint Protection/Deep Command and CheckPoint PointSec licenses are purchased with 3-year software support agreements from the date of purchase (unless noted otherwise). Once the software support agreements have expired, the County will be responsible for funding any hardware refreshes or hardware support renewals via a separate County Purchase.

II. Schedule:

The charges associated with this County Purchase will be incurred during State Fiscal Years 2015/16 through 2019/20.



III. Total Cost:

Total County Purchase Charges	SFY 2015/16	SFY 2016/17	SFY 2017/18	SFY 2018/19	SFY 2019/20 (6/2019 - 10/2019)	Total Charges
Hardware Charges	\$15,124	\$0	\$0	\$0	\$0	\$15,124
Hardware Maintenance and Support Charges	\$715	\$0	\$0	\$0	\$0	\$715
Software Charges	\$70	\$0	\$0	\$0	\$0	\$70
Software Maintenance and Support Charges	\$34	\$0	\$0	\$0	\$0	\$34
One Time Charges	\$0	\$0	\$0	\$0	\$0	\$0
Recurring Charges	\$4,166	\$5,097	\$5,197	\$5,300	\$2,252	\$22,011
Total County Purchase Charges	SFY 2015/16	SFY 2016/17	SFY 2017/18	SFY 2018/19	SFY 2019/20 (6/2019 - 10/2019)	Total Charges
Hardware Charges	\$15,124	\$0	\$0	\$0	\$0	\$15,124
Hardware Maintenance and Support Charges	\$715	\$0	\$0	\$0	\$0	\$715
Software Charges	\$70	\$0	\$0	\$0	\$0	\$70
Software Maintenance and Support Charges	\$34	\$0	\$0	\$0	\$0	\$34
One Time Charges	\$0	\$0	\$0	\$0	\$0	\$0
Recurring Charges	\$3,749	\$5,097	\$5,197	\$5,300	\$2,252	\$21,595

IV. References:

This purchase will be tracked in the C-IV Procurement Database and via a Unicenter Change Order.



COUNTY PURCHASE APPROVAL

Subject: County Purchase - YB-01-2015

The subject document is accepted as allowing Accenture LLP to proceed with the subject County Purchase.

Yuba County

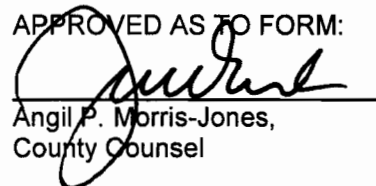
By: _____
Printed Name: _____
Title: Chair, Board of Supervisors
Date: _____

Notice Address:
5730 Packard Avenue
Marysville, CA 95901

Recommended for Approval:


Information Technology Date

APPROVED AS TO FORM:


Angil P. Morris-Jones,
County Counsel

SAWS CONSORTIUM-IV JOINT POWERS AUTHORITY

By: _____
Printed Name: Thomas J. Hartman
Title: Project Director
Date: _____

Notice Address:
SAWS Consortium-IV Joint Powers Authority
Attention: C-IV Project Director
11290 Pyrites Way, Suite 150
Rancho Cordova, CA 95670-4481


PROBATION

DEPARTMENT

MEMO

MEMORANDUM

To: Board of Supervisors

From: James L. Arnold, Chief 
Yuba County Probation Department

Date: July 14, 2015

Subject: Adopt a Resolution authorizing the Yuba County Probation Department to apply for, and enter into agreements with California Emergency Management Agency, Sierra Health Foundation and First 5 Yuba for grants relating to the delivery of Victim and Program Services and authorize the County Probation Officer to execute documents as required, to authorize acceptance and transfer of funds, as well as any and all extensions and amendments.

Recommendation:

That the County Board of Supervisors approve a resolution authorizing the Yuba County Probation Department to apply for, and enter into agreements with California Emergency Management Agency (Cal EMA), Sierra Health Foundation and First 5 Yuba for grants relating to the delivery of Victim and/or Probation Program Services and authorize the County Probation Officer to execute documents as required, to authorize acceptance and transfer of funds, as well as any and all extensions and amendments.

Background:

The Yuba County Probation Department has successfully applied for, administered and executed all grant related documentation, programs and monies for the past nine years

through Cal EMA grant programs. The County Probation Department's, Victim and Program Services relies on approximately \$450,000 in Cal EMA grant funding to sustain the Victim Services Unit at the current staffing levels and programming. With the grant funds the County Probation Department will be able to maintain current services, maintain current staffing levels and potentially enhance the programs being offered to victims of violent crimes. The Department has successfully applied for and received funds through First 5 Yuba and intends to do so again to expand the Parent Child Interactive Therapy Center and Modify the Forensic Interview room to serve 0-5 children. These programs serve to further the department's values and beliefs and support the departmental mission.

Discussion:

The funds will enable the Probation Department's, Victim and Program Services unit, within the County Probation Department, to continue to provide the same high level of comprehensive services to crime victims, the court, local law enforcement and the County Probation Department Clients.

Fiscal Impact:

No General Fund expenditures are included in this request. Funds will be allocated from Cal EMA, Sierra Health Foundation and First 5 Yuba if the grant application process is successful and will allow the County Probation Department to continue to operate a statewide model program for Crime Victims within Yuba County without impacting the general fund. Additionally, if the department is successful in any attempt for a competitive grant there could be potential general fund savings amounting to \$100,000-\$200,000 during the fiscal year.

Committee Action:

This matter was not heard by the Law and Justice Committee as no general fund dollars are being requested or expended.

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

IN RE:

RESOLUTION AUTHORIZING THE YUBA) RESOLUTION NO.: _____
COUNTY PROBATION DEPARTMENT TO APPLY)
FOR AND ENTER INTO AGREEMENTS WITH)
THE CALIFORNIA EMERGENCY MANAGEMENT)
AGENCY, SIERRA HEALTH FOUNDATION)
AND FIRST FIVE YUBA FOR GRANTS)
RELATING TO THE DELIVERY OF VICTIM AND)
PROGRAM SERVICES.)

WHEREAS, the County of Yuba, Probation Department desires to continue to undertake multiple projects administered through the California Emergency Management Agency (hereinafter referred to as Cal EMA) and First Five Yuba (hereinafter referred to as First 5) funded through the Cal EMA and First 5 programs; and

WHEREAS, the County Probation Department has successfully applied for, received and administered Cal EMA and First 5 funds throughout the past eight years and plans to apply for, execute and successfully administer funds again through these administering agencies; and

WHEREAS, the County Probation Department has successfully met all the administrative, fiscal and programmatic reporting requirements of all CAL EMA and First 5 grants received for the past nine years; and

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

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

1. The Chief Probation Officer to submit multiple applications for funding to Cal EMA, Sierra Health Foundation and First 5 to develop programs consistent with the mission of the County Probation Department;

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

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Yuba hereby agrees that any liability arising out of the performance of any Cal EMA, Sierra Health Foundation or First 5 grant administered through the County Probation Department, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency.

////////

////////

////////

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

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

AYES:

NOES:

ABSENT:

Mary Jane Griego, Board Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

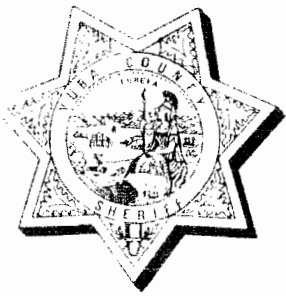
By: _____

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

By: _____

Angil P. Morris-Jones

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Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

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



JULY 7, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

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

RE: MEMORANDUM OF UNDERSTANDING WITH THE YUBA COUNTY
OFFICE OF EDUCATION

RECOMMENDATION:

Approve the Memorandum of Understanding with the Yuba County Office of Education to provide vocational educational programs for inmates at the Yuba County Jail, for the Fiscal Year 2015-16.

BACKGROUND:

Each year, the Yuba County Office of Education provides vocational educational programs for inmates in the Yuba County Jail. The vocational program consists of a basic General Equivalency Degree (GED) education.

DISCUSSION:

This is an annual agreement that has proven beneficial to both agencies. The fiscal year 2015-16 GED program has been budgeted, designed, and staffed around a \$15,000 budget.

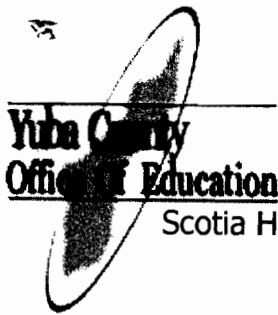
FISCAL IMPACT:

No fiscal impact to the general fund. The program is included in the FY 2015-16 Jail Budget, and will be paid entirely with Inmate Welfare Funds.

COMMITTEE ACTION:

None. Due to the routine nature of this request, the item was placed directly on the Board of Supervisor's agenda.

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Scotia Holmes Sanchez, Ed.D.
Superintendent

288-15

935 14th Street
Marysville, CA 95901
530-749-4900
Fax: 530-741-6500
www.yuba.net

**MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF YUBA
AND YUBA COUNTY OFFICE OF EDUCATION**

This Memorandum of Understanding is between the County of Yuba and the Yuba County Office of Education. Term of the agreement is July 1, 2015 through June 30, 2016.

1. Yuba County Office of Education agrees to provide an educational program for inmates at the Yuba County Jail between July 2015 and June 2016, consisting of a basic General Equivalency Degree (GED) education. In connection therewith, the Yuba County Office of Education shall provide a teacher and all materials and supplies required for such programs. Differences between state revenue and expenditures will be billed as direct costs as approved by the Board of Supervisors.
2. County of Yuba agrees to make one payment of \$15,000 to the Yuba County Office of Education, due January 1, 2016, and will be invoiced for the remainder of the costs based on actual cost of the program minus state revenue received in June of 2016, for continued services through June 30, 2016. The total amount of contribution from County of Yuba is estimated to not be more than \$20,000 for the year; this is based on approximately 15 average daily attendance (ADA) in the class to generate state funding.
3. Full accounting is available for review annually.
4. If for any reason either party wishes to cancel this agreement, it must be in writing at least 90 days before the next fiscal year begins.
5. Indemnity. County of Yuba shall indemnify and hold harmless Yuba County Office of Education (and Yuba County Office of Education's officers, officials, employees, independent contractors, volunteers, and agents) from and against any and all claims, actions, and proceedings (including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon, relating to damage to property or injury to persons) caused by the performance or omission to perform under this Agreement by County of Yuba or County of Yuba's agents, representatives, employees, contractors and subcontractors.

Yuba County Office of Education shall indemnify and hold harmless County of Yuba (and County of Yuba's officers, officials, employees, independent contractors,

volunteers, and agents) from and against any and all claims, actions, and proceedings (including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon, relating to damage to property or injury to persons) caused by the performance or omission to perform under this Agreement by Yuba County Office of Education or Yuba County Office of Education's agents, representatives, employees, contractors and subcontractors. If any such claim, action, or proceeding is brought against an indemnified party or that party's officers, officials, employees, independent contractors, volunteers, or agents, the indemnifying party, upon notice from the indemnified party, shall defend the same at the indemnifying party's expense by counsel satisfactory to the indemnified party.

Each party shall promptly notify the other party of any claim, action, or proceeding against that party or that party's officers, officials, employees, independent contractors, volunteers, or agents relating to the performance or omission to perform, any term or condition of this Agreement. The indemnified party shall cooperate fully in the defense of any such claim, action or proceeding.

6. The County of Yuba and Yuba County Office of Education certify that they are self insured with respect to this agreement in an amount adequate to provide coverage for any liability which may arise as a result of this Memorandum of Understanding.

YUBA COUNTY OFFICE OF EDUCATION COUNTY OF YUBA



SCOTIA HOLMES SANCHEZ

Yuba County Superintendent of Schools

MARY JANE GRIEGO

Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
YUBA COUNTY COUNSEL

By:  _____
ANGIL MORRIS-JONES



Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

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

JULY 14, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS
FR: STEVEN L. DURFOR, SHERIFF-CORONER
RE: MOU WITH YUBA COUNTY SUPERIOR COURT TO PROVIDE
ELECTRONIC MONITORING SERVICES

RECOMMENDATION:

Approve the Memorandum of Understanding with Yuba County Superior Court for the Sheriff's Office to provide electronic monitoring services for clients under supervision in the Court's pretrial release program beginning April 1, 2015.

BACKGROUND:

The Superior Court of California, County of Yuba, was awarded a grant in the Pretrial Release Program category of the Recidivism Reduction Fund Court Grant Program (RRF). Prior to the grant award, Yuba County did not have a pretrial release program. Since the implementation of AB 109, the county jail population has evolved and now includes many inmates who previously would have served their sentences in the state prison system and who are serving considerably longer sentences than was previously the norm for county jails. As a result, the jail population has slowly but steadily increased. The County's AB 109 implementation plan included a provision for a pretrial release program and the RRF program was released at an opportune time.

Further, in order to compete for other grant opportunities (such as the Jail Construction Grants administered by the Board of State and Community Corrections), counties must employ a pretrial release program.

DISCUSSION:

Superior Court administers the RRF grant, however, the bulk of the Pretrial Release Program is being performed by the Probation Department. The scope of the MOU between the Court and the Sheriff's Office is for the Sheriff's Office to provide electronic monitoring services to participants in the program who have been granted supervised release, conditioned on their enrollment in the electronic monitoring program. The maximum amount the court may reimburse the Sheriff's Office is \$3,200 over the period of April 1, 2015 to April 30, 2017.

FISCAL IMPACT:

Administration of the electronic monitoring program should be cost neutral and have no impact on the General Fund. The Pretrial Release program should result in an overall savings in jail bed day cost avoidance by reducing the jail population.

COMMITTEE ACTION

None; this request is submitted directly to the Board of Supervisors as it was included in the County's AB 109 Implementation Plan that was approved by your Board on September 27, 2011.

**Memorandum of Understanding
Between
The Yuba County Sheriff's Department
And
Superior Court of California,
County of Yuba
Regarding Recidivism Reduction Fund Court Grant Program**

This Memorandum of Understanding ("MOU") is entered into by and between the Yuba County Sheriff's Department ("Sheriff") and the Superior Court of California, County of Yuba ("Court"). This MOU sets forth each party's roles and responsibilities as they relate to the Recidivism Reduction Fund Court Grant Program, for the grant period April 1, 2015 through April 30, 2017.

WHEREAS, Court is to receive funding from the Judicial Council of California ("Judicial Council") for the Recidivism Reduction Fund Court Grant Program ("Program") under the terms and conditions of Agreement No. 1030044 between Court and the Judicial Council (the "Contract");

WHEREAS, Court desires to subcontract with Sheriff, subject to the authorization of the County of Yuba, for Sheriff to provide certain services necessary to complete the Program objectives as set forth in the Contract;

WHEREAS, the Judicial Council has consented to Court's subcontracting with Sheriff for certain services necessary to complete the Program objectives as set forth in the Contract;

WHEREAS, it is the intent of the parties that such services be in conformity with the Contract and all applicable federal, state and local laws; and

NOW, THEREFORE, Court and Sheriff mutually agree as follows:

1. **Definitions:** If not otherwise defined in this MOU, the definitions of capitalized terms used in this MOU are as set forth in the Contract.
2. **Scope of Services:** Consistent with the terms and conditions of the Contract and this MOU, Sheriff shall provide the following in furtherance of the Program objectives:
 - Pretrial Program electronic monitoring services;
 - Participation of Sheriff in meetings as required by Court to meet Contract requirements for the Program.

Sheriff warrants to Court that funds provided to Sheriff under this MOU will only be used for new or expanded services and that no ongoing or completed projects of Sheriff will duplicate or overlap any Work under the Contract consistent with the requirements in Exhibit B, Sections 12 and 13 of the Contract.

3. **Term:** This MOU is effective April 1, 2015 through April 30, 2017, subject to the election of the Judicial Council to exercise its options to extend the Contract term beyond fiscal year 2014–2015 as provided in Exhibit B, Section 3 of the Contract. Either party may terminate this MOU earlier by providing written notice of intent to terminate to the other party at least thirty (30) days before the intended termination date. In addition and upon notice to Sheriff, Court may terminate this MOU, in whole or in part, without prejudice to any right or remedy of Court, if expected or actual funding is withdrawn, reduced, or limited in any way. Court may also terminate this MOU for deficient performance of Sheriff consistent with the requirements of Exhibit B, Section 7 of the Contract.
4. **Reporting:** Sheriff agrees to provide (and to coordinate with the Yuba County Probation Department to provide) data relevant to the Deliverables in a timely manner but no less than 10 days prior to the Due Date as outlined in Court's Contract with the Judicial Council for the Program. The Judicial Council's Quarterly Program Evaluation, Data and Data Collection Report is attached as Attachment A to this MOU for information purposes only. Data collection requirements are subject to change by the Judicial Council or the Court Program Manager from time to time. Court commits to communicating any such changes to Sheriff in a timely manner.

5. Compensation for Services:

The maximum amount Court may pay Sheriff under this MOU is **\$3,200** for the period **April 1, 2015** through **April 30, 2017**, subject to the provisions of this Section 5. This maximum amount includes all fees and expenses.

Program Start-up Costs, Fiscal Year 2014–2015 (April 1 to June 30, 2015): Sheriff shall timely provide detail necessary for Court to complete a Program Start-up Cost Report to the Judicial Council that documents the funding needed to initiate Program planning/implementation or enhancement. This Program Start-up Cost Report must detail the funds needed for Sheriff's personnel and travel costs, if any, until June 30, 2015, as outlined in Court's Budget Detail and Narrative/Justification. The report will cover how the funding will be utilized, and include an itemized budget. The budget, as agreed upon in the Contract between Court and the Judicial Council, is attached as Attachment B to this MOU.

Fiscal Year 2015–2016 and Fiscal Year 2016–2017: Requests for reimbursement, with proper financial documentation, should be submitted to Court monthly in arrears by no later than the 20th of the following month. Sheriff's final invoice must be received by

Court no later than May 1, 2017. **Invoices received by Court after May 1, 2017, will not be accepted.**

Sheriff shall submit all invoices to Court in arrears monthly with documentation acceptable to Court to support actual costs billed. Such documentation to be provided to Court monthly includes:

- a. Copies of vendor invoices detailing electronic monitoring services and associated costs;
- b. Adequate backup documentation as deemed necessary by Court to substantiate expenses claimed; and
- c. Such additional information as Court may require from Sheriff to comply with the terms of the Contract.

Subject to compliance with the requirements of the Contract that are applicable to Sheriff's role as a Subcontractor and this MOU, Court shall reimburse Sheriff for actual costs incurred following (i) Court's receipt of Grant funds from the Judicial Council and (ii) submission to and acceptance by the Judicial Council of required reports identified in the Contract and Attachment C – Deliverables of this MOU.

If Sheriff receives payment from Court for a service or reimbursement that is later disallowed, Sheriff shall promptly refund the disallowed amount upon request. Court may offset the amount disallowed from any payment due or to become due to Sheriff under this MOU or any other agreement with Sheriff or the County of Yuba.

6. General Provisions

- a. Entire Agreement. This MOU, including those portions of the Contract applicable to Sheriff's services as a Subcontractor of Court, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties to this MOU.
- b. Amendment. No addition to or alteration of the terms of this MOU will be valid unless made in the form of a written amendment, which is formally approved and executed by the governing bodies of each of the parties, or their respective authorized designees.
- c. Further Assurances. Each party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it

from time to time, in order to effectuate the provisions and purposes of this MOU. Time is of the essence in the performance of this MOU.

- d. Waiver. Any waiver by either party of the terms of this MOU must be in writing and executed by an authorized representative of the waiving party and will not be construed as a waiver of any succeeding breach of the same or other term of this MOU.
- e. Severability. The provisions of this MOU are separate and severable. If any provision of this MOU shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. Any such provision will be enforced to the maximum extent possible so as to effect the reasonable intent of the parties and will be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- f. Relationship of Parties. Sheriff and the employees and agents of Sheriff in the performance of this MOU shall act in an independent capacity and not as officers, employees or agents of Court or the Judicial Council. Neither Sheriff nor any person engaged by Sheriff to perform the services described herein is covered by any employee benefit plans provided to the employees of Court. Each party is liable for the acts and omissions of itself, its employees and its agents. Nothing in this MOU will be construed as creating an employment or agency relationship between the parties. Each party will determine the method, details, and means of performing its obligations under this MOU, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all persons assisting the respective party. Sheriff will be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding any and all employee benefits, and all regulations governing such matters.
- g. Risk Allocation. It is the intention of both parties that neither will be responsible for the negligent and/or intentional acts and/or omissions of the other, or its judges, subordinate judicial officers, directors, officers, agents and employees. The parties therefore disclaim in its entirety the pro rata risk allocation that could otherwise apply to this MOU pursuant to Government Code section 895.6. Instead, pursuant to Government Code section 895.4, the parties agree to use principles of comparative fault when apportioning any and all losses that may arise out of the performance of this MOU.

- h. Counterparts. This MOU may be executed in counterparts, each of which is considered an original but all of which together shall constitute one instrument.
- i. Notices. Any notices required to be given pursuant to the terms and provisions of the MOU shall be in writing and shall be delivered to:

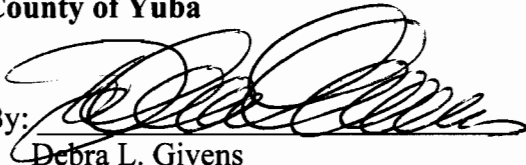
County: Yuba County Sheriff's Department
215 5th St Ste 150
Marysville, CA 95901
Attn: Sheriff Durfor

Court: Superior Court of California,
County of Yuba
215 Fifth Street, Suite 200
Marysville, California 95901
Attn: Court Executive Officer

- j. Retention of Records; Audit. Sheriff shall maintain all financial data, supporting documents, and all other records related to performance and billing under this MOU for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of submission of Sheriff's final payment request. Sheriff shall permit all records related to performance and billing under the MOU to be inspected and/or audited, at any reasonable time, by an authorized representative of Court or the Judicial Council. This MOU is subject to examination and audit by the State Auditor for a period of three (3) years after final payment.
- k. Limitation on Publication. Sheriff shall not publish or broadcast any article, press release, advertisement, or other writing that references the Judicial Council unless previously approved in writing by the Judicial Council.
- l. Interpretation. The provisions and terms of this MOU shall be interpreted in accordance with the plain meaning thereof, and shall not be construed in favor of or against any party.
- m. Third Party Beneficiary. The Judicial Council is a third party beneficiary of this MOU.

IN WITNESS WHEREOF, Court and Sheriff executed this MOU # _____ on the date or dates indicated below:

**Superior Court of California
County of Yuba**

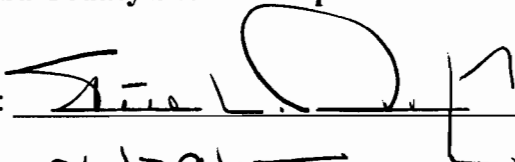
By: 
Debra L. Givens
Presiding Judge of the Superior Court
of California, County of Yuba

By: 
Steve Konishi
Court Executive Officer

Date: 6/22/2015

Date: 6/9/15

Yuba County Sheriff's Department

By: 
Date: 06/29/15

The County of Yuba has authorized Sheriff to enter into this Memorandum of Understanding.

-- COUNTY OF YUBA --

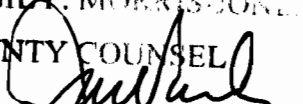
Date: _____

By: _____
Chairman
Board of Supervisors

ATTEST:
_____, Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Date: _____

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

ATTACHMENT A

Quarterly Program Evaluation, Data and Data Collection Report

Contract No.: ▼		Deliverable No.: ▼		Date Report Prepared: ▼	/ / (MM/DD/YYYY)
Court Name: ▼					
Final Report:	<input type="checkbox"/> Yes <input type="checkbox"/> No				
Please provide the following information: ▼					
1. Project activities during the reporting period: (including progress towards goals and objectives, program achievements, Project Management Team meetings, changes to key staff, etc.): ▼					
2. Any significant challenges or problems that developed and how they were or will be addressed (any changes to procedures, changes to the task plan, remaining issues, successful outcomes, etc.): ▼					
3. Project Activities scheduled for the next reporting period: ▼					

QUARTERLY REPORT ON ENCUMBERED PROGRAM FUNDS[illegible]

END OF ATTACHMENT

Itemized Budget
(From Court's Budget Detail and Narrative/Justification in Contract)

Program Start-up Budget Year 1 (April 1 to June 30, 2015)

A. Court Personnel Salaries

[illegible]

Personnel & Fringe Benefits Total	
	\$0

OPERATING EXPENSES

C. Travel (Include location, number of travelers, hotel, meals, transportation, etc. Include costs for travel to Judicial Council as per RFP Section 3.2.)

Purpose of Travel	Item	Computation	Cost
Judicial Council Project Training	Travel, lodging, meals	250 miles R/T to San Francisco times .55 per mile - 4 rooms times 2 nights times \$175.00 - 3 dinners, 2 breakfasts and 2 lunches times 4 people <u>REVISED 3-18-15:</u> Meals: 3 x \$20.00 = \$60.00 Mileage: 2 cars x 249 miles (r/t) x .575 = \$286.35 Hotel: 3 rooms at \$143.29 each x 1 night = \$429.87 Parking: 1 car/1 day x \$45.63 + 2 cars/1 days x \$34.22 = \$114.07 Bridge Toll: 1 car \$6.00 + 2 cars x \$5.00 = \$11.00 TOTAL: \$901.29	\$901.29
			\$
			\$
CA Assn of Pretrial Services Conference	Tuition, travel, lodging and meals	Conference tuitioncost of \$135 times 2 attendees = 270 - Airline tickets R/T to S. Cal \$200 times 2 people - \$400 - ground trans \$50 - 3 nights hotel at \$150 per night times 2 attendees \$900 - 3 dinners, 2 breakfasts 2 lunch times 2 people \$240	\$1,860.00
			\$
			\$
Travel Total			\$2,761.29

D. Equipment (non-expendable)

Item	Computation	Cost
Computer, software and printer	2 computers and software at \$1200 each & \$600 for a network capable printer	\$3,000.00
	2 tablets @558.11 each	\$1,116.21
	REVISED 3-20-15	\$
	Equipment Total	\$4,116.21

E. Supplies (items such as office supplies, training materials)

[illegible]

F. Other Costs (items such as incentives, non-contracted costs)

Description	Computation	Cost
Incentives	various incentives to entice clients to report and to attend court: REVISED 3-18-15: McDonalds Gift Certificates= 100 x \$1.00 each = \$100.00	\$100.00
Bus passes/fares	transportation costs to ensure those without transportation can make attend appointments and court appearances: REVISED 3-18-15: Yuba-Sutter Transit= 100 x \$1.00 each = \$100.00	\$100.00

Description	Computation	Cost
	Other Costs Total	\$200.00
	Operating Expense Total	\$7052.50

CONSULTANTS/CONTRACTORS

G. Consultants/Contractors (includes local justice system partners staff costs)

Consultant/Contractors	Services Provided	Cost Breakdown of Service	Cost
Yuba County Sheriff's Office REVISED 3-18-15: Yuba County Probation Department	2 Pretrial Services Specialists	Salary and benefits of \$5,772 per month each times 2 positions times 3 months	\$34,632.00
STOP/LLC	Electronic monitoring service	60 days times 4.75 per day	\$285.00
Redwood Toxicology	Drug/alcohol Testing	25 tests times \$6.00 per test	\$150.00
Appointment Reminder	Automated appointment reminder	\$30 per month times 3 months	\$90.00
			\$
			\$
			\$
			\$
			\$
			\$
Consultants Total			\$35,057

INDIRECT COSTS (refer to RFP Section 6.4.1)

H. Indirect Costs

Description	Computation	Cost
		\$
		\$
		\$
Indirect Costs Total		\$0
Program Start-Up Costs Year One Total		\$42,109.50

BUDGET JUSTIFICATION/NARRATIVE

Personnel & Fringe Benefits

None requested

Travel

Included in this budget line item is the required Judicial Council Training for members of the Project Management Team (PMT) Staff. We have budget for four members of our PMT to attend this training. Should more members of the PMT be available to attend, the costs will be covered by the County of Yuba.

A second conference has been included in the budget to allow attendance at the annual California Association of Pretrial Services (CAPS) Conference. The California Association of Pretrial Services is a statewide organization of professionals working in the field of pretrial services. The association grew out of a series of informal meetings of pretrial practitioners in 1972. The current membership includes pretrial managers, line staff, criminal justice consultants, and researchers.

The mission of the California Association of Pretrial Services is to:

- Promote professional competence and responsibility in the field of pretrial services;
- Promote the exchange of ideas, communication, and discussion of issues;
- Sponsor educational and training programs for professionals in the field and the public;
- Encourage the continuation, expansion, and establishment of pretrial services in the State of California; and
- Promote research, improvements, and development of standards for the field of pretrial services.

We have budgeted two people to attend the annual CAPS conference which is a proven resource for education and networking among pretrial services staff and management. The budget allows for travel to Southern California though the venue for this event has not yet been chosen. There are few if any alternatives for the training and networking provided by this conference.

Equipment

Two computers and associated software are needed for the Pretrial Services Specialists to investigate and confirm criminal history information, to use the automated risk assessment program, which includes a decision tree, point calculation and automated recommendation. The alternative to the computer is using a manual system for the risk assessment tool. The automated system has benefits that make it a cost effective resource such as the data only has to be entered once and is duplicated as necessary saving valuable staff time in making duplicate manual entries. The automated system allows for data access, data collection and data analysis that is labor intensive and prone to error in a manual system. The network printer is needed as the office space provided by the County of Yuba for the Pretrial Services Specialist does not have a secure network printer nearby for printing sensitive documents such as criminal history reports. The printer must be network capable because access to the California Law Enforcement Telecommunications System (CLETS) is through the County's computer network. The pretrial release reports must be printed in order to provide this information to the Judges during court appearances. REVISED 3-23-15: Two computer tablets are needed to help perform pretrial services tasks and enter information while in the courtroom or away from the office.

Supplies

The County of Yuba will provide the supplies needed by staff to perform their duties as Pretrial Services Specialists.

Other Operating Costs

We have included a nominal budget for incentives such as McDonalds Bucks for program clients to entice them to check into the day reporting center and to appear in court. We also have requested funding for bus passes/fares to assist clients in reporting to the day reporting center and for court appearances. Office space, furniture and other office supplies will be provided by the County of Yuba.

Consultants/Contracts

The bulk of the funding request is for personnel to staff the pretrial release program. We have requested funding for two Pretrial Services Specialist that will be provided by the Yuba County Sheriff's Department on contract/MOU. The Pretrial Services Specialists will review the bookings of all persons booked into the Yuba County jail and screen them for initial eligibility. The vast majority of persons booked will be eligible to be interviewed by one of the Pretrial Services Specialists and that information will be verified through a Criminal History check, both locally and through CII/FBI. That information will be entered into the risk assessment tool and a recommendation developed. The Pretrial Specialists will appear in court and be prepared to provide testimony on the release recommendation. Pretrial Services Specialist will also be responsible for data collection and reporting for statistical and outcome measures. They will also be responsible for some supervision duties over those on supervised release and helping to ensure court attendance by arranging/making reminder calls and other related duties. These will be full-time positions and will be employed during the three months of the First Year. The Yuba County Jail books approximately 5000 persons each year. Some of the 5000 arrestees are immediately released on their own recognizance (OR) or receive an OR after a sobering period. However, if you consider only those who posted bail (cash or bond) and those who were released time served having remained in custody until their criminal case was resolved, approximately 1200 arrestees would be contacted by the Pretrial Services Specialists each year. In the publication Pretrial Services Program Implementation: A Starter Kit, the recommended staff size for a pretrial services program doing 324 annual interviews is one staff member, while a pretrial release program doing 1,498 annual interviews is 4 staff members. Based on this information, our proposal for two staff seems lean, conservative and cost effective. The pay for the Pretrial Services Specialists was based on a survey of surrounding counties. The pay was set in the bottom 5% of the range of similar classifications in surrounding agencies.

We will also contract (through the Sheriff's Office) for electronic monitoring service for those on supervised release that have electronic monitoring as a condition of release. The proposed company is already under contract by the Sheriff's Office and Probation Department and is considered a reliable company offering competitive rates.

We also intend to contract (through the Sheriff's Office) for drug and alcohol testing in order to test those who have drug/alcohol testing as a condition of their release. The company proposed already provides services to the Probation Department and are considered reliable and cost-effective.

Finally, we intend to contract (through the Sheriff's Office) for an automated call service to remind clients of their court appearance at a pre-determined time prior to their scheduled court date. A reminder call to clients in pretrial release programs is an evidence based method in reducing failures to appear. Appointment reminder software can be very expensive, however, a web based services is a very cost effective manner of scheduling automated telephone, email and/or text notifications to clients and continues to contact until the client makes and affirmative action (eg.; pressing "1" when prompted)

REVISED 3-18-15: The two Pretrial Services Specialists will be provided by the Yuba County Probation Dept, not the Sheriff's Dept.
[REDACTED] The drug/alcohol testing and the automated call service will be provided through the Yuba County Probation Dept., not the Sheriff's Dept.

Indirect Costs

None requested.

Summary

During the first three months, staff will be hired and trained, equipment will be purchased and contracts completed. The pretrial release program will be implemented early in this period. The grant activities rely heavily on the staff which is the focus and major component of our request.

Year 2 (July 1, 2015 to June 30, 2016)

COURT PERSONNEL SALARIES & FRINGE BENEFITS

A. Court Personnel Salaries

Name/Position	Computation (Salary per month X number of months needed X percentage FTE)	Cost
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Personnel Total		\$0

B. Fringe Benefits (list the benefit percent below)

Name/Position	Medical %	Dental %	Retirement %	Life Insurance %	Social Sec/Medicare %	Other (please describe) %	Total Benefit Rate %	Cost
								\$
								\$
								\$
								\$
								\$
								\$
								\$
								\$
								\$
Benefits Total								\$0

Personnel & Fringe Benefits Total	\$0
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OPERATING EXPENSES

C. Travel (Include location, number of travelers, hotel, meals, transportation, etc. Include costs for travel to Judicial Council as per RFP Section 3.2)

Purpose of Travel	Item	Computation	Cost
California Association of Pretrial Services Conference	Tuition	Conference tuition cost of \$135 times 2 attendees = 270 - Airline tickets R/T to S. Cal \$200 times 2 people - \$400 - ground trans \$50 - 3 nights hotel at \$150 per night times 2 attendees \$900 - 3 dinners, 2 breakfasts 2 lunch times 2 people \$240	\$1,860.00
			\$
			\$
			\$
			\$
			\$
			\$
Travel Total			\$1,860.00

D. Equipment (non-expendable)

Item	Computation	Cost
		\$
		\$
		\$
Equipment Total		\$0

E. Supplies (items such as office supplies, training materials)

Item	Computation	Cost
		\$
		\$
		\$
		\$
Supplies Total		\$0

F. Other Costs (items such as incentives, non-contracted costs)

Description	Computation	Cost
Incentives	various incentives to entice clients to report and to attend court REVISED 3-18-15: Fast Food Gift Certificates (McDonalds, Burger King, Taco Bell) = 500 x \$1.00 each = \$500.00	\$500.00
Bus Passes/Fares	transportation costs to ensure those without transportation can make attend appointments and court appearances REVISED 3-18-15: Yuba-Sutter Translt= 400 x \$1.00 each = \$400.00	\$400.00
		\$
		\$
Other Costs Total		\$900.00

Operating Expense Total	\$3,160.00
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CONSULTANTS/CONTRACTORS

G. Consultants/Contractors (includes local justice system partners staff costs)

Consultant/Contractors	Services Provided	Cost Breakdown of Service	Cost
Yuba County Sheriff's Office REVISED 3-18-15: Yuba County Probation Dept	2 Pretrial Services Specialists	Salary and benefits of \$5772 per month each times 2 positions times 9 months [\$103,896] and \$5833 per month times 2 positions for the remaining 3 months of the year [\$34,998]	\$138,893
STOP/LLC	Electronic monitoring service	300 days times 4.75 per day	\$1,425.00
Redwood Toxicology	Drug/alcohol testing	100 tests times \$6.00 per test	\$600.00
Appointment Reminder	Automated appointment reminder	\$30 per month times 12 months	\$360.00
			\$
			\$
			\$
			\$
			\$

Consultants Total	\$141,678
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INDIRECT COSTS (refer to RFP Section 6.4.1)

H. Indirect Costs

Description	Computation	Cost
		\$
		\$
		\$

Indirect Costs Total	\$0
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Year Two Total	\$144,038.00
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BUDGET JUSTIFICATION/NARRATIVE

Personnel & Fringe Benefits

None requested.

Travel

We have budgeted for funds to allow attendance at the annual California Association of Pretrial Services (CAPS) Conference. The California Association of Pretrial Services is a statewide organization of professionals working in the field of pretrial services. The association grew out of a series of informal meetings of pretrial practitioners in 1972. The current membership includes pretrial managers, line staff, criminal justice consultants, and researchers.

The mission of the California Association of Pretrial Services is to:

- Promote professional competence and responsibility in the field of pretrial services;
- Promote the exchange of ideas, communication, and discussion of issues;
- Sponsor educational and training programs for professionals in the field and the public;
- Encourage the continuation, expansion, and establishment of pretrial services in the State of California; and
- Promote research, improvements, and development of standards for the field of pretrial services.

We have budgeted two people to attend the annual CAPS conference which is a proven resource for education and networking among pretrial services staff and management. The budget allows for travel to Southern California though the venue for this event has not yet been chosen. There are few if any alternatives for the training and networking provided by this conference.

Equipment

None requested

Supplies

The County of Yuba will provide the supplies needed by staff to perform their duties as Pretrial Services Specialists.

Other Operating Costs

We have included a nominal budget for incentives such as McDonalds Bucks for program clients to entice them to check into the day reporting center and to appear in court. We also have requested funding for bus passes/fares to assist clients in reporting to the day reporting center and for court appearances. Office space, furniture and other office supplies will be provided by the County of Yuba.

Consultants/Contracts

The bulk of the funding request is for personnel to staff the pretrial release program. We have requested funding for two Pretrial Services Specialist that will be provided by the Yuba County Sheriff's Department on contract/MOU. The Pretrial Services Specialists will review the bookings of all persons booked into the Yuba County jail and screen them for initial eligibility. The vast majority of persons booked will be eligible to be interviewed by one of the Pretrial Services Specialists and that information will be verified through a Criminal History check, both locally and through CII/FBI. That information will be entered into the risk assessment tool and a recommendation developed. The Pretrial Specialists will appear in court and be prepared to provide testimony on the release recommendation. Pretrial Services Specialist will also be responsible for data collection and reporting for statistical and outcome measures.

They will also be responsible for some supervision duties over those on supervised release and helping to ensure court attendance by arranging/making reminder calls and other related duties. These will be full-time positions and will be employed during the entire 12 month period of Year Two.. The Yuba County Jail books approximately 5000 persons each year. Some of the 5000 arrestees are immediately released on their own recognizance (OR) or receive an OR after a sobering period. However, if you consider only those who posted bail (cash or bond) and those who were released time served having remained in custody until their criminal case was resolved, approximately 1200 arrestees would be contacted by the Pretrial Services Specialists each year. In the publication Pretrial Services Program Implementation: A Starter Kit, the recommended staff size for a pretrial services program doing 324 annual interviews is one staff member, while a pretrial release program doing 1,498 annual interviews is 4 staff members. Based on this information, our proposal for two staff seems lean, conservative and cost effective. The pay for the Pretrial Services Specialists was based on a survey of surrounding counties. The pay was set in the bottom 5% of the range of similar classifications in surrounding agencies.

We will also contract (through the Sheriff's Office) for electronic monitoring service for those on supervised release that have electronic monitoring as a condition of release. The proposed company is already under contract by the Sheriff's Office and Probation Department and is considered a reliable company offering competitive rates.

We also intend to contract (through the Sheriff's Office) for drug and alcohol testing in order to test those who have drug/alcohol testing as a condition of their release. The company proposed already provides services to the Probation Department and are considered reliable and cost-effective.

Finally, we intend to contract (through the Sheriff's Office) for an automated call service to remind clients of their court appearance at a pre-determined time prior to their scheduled court date. A reminder call to clients in pretrial release programs is an evidence based method in reducing failures to appear. Appointment reminder software can be very expensive, however, a web-based service is a very cost effective manner of scheduling automated telephone, email and/or text notifications to clients and continues to contact until the client makes and affirmative action (eg.: pressing "1" when prompted)

REVISED 3-18-15: The two Pretrial Services Specialists will be provided by the Yuba County Probation Dept, not the Sheriff's Dept.
[REDACTED] The drug/alcohol testing and the automated call service will be provided through the Yuba County Probation Dept., not the Sheriff's Dept.

Indirect Costs

None requested

Summary

Year Two the pretrial release program will be in full swing and is heavily dependant on the Pretrial Services Specialists as well as other contracts to assist the pretrial release program staff and assist the clients in succeeding.

**Recidivism Reduction Fund Court Grant Program
Cost Proposal and Narrative/ Justification**

Year 3 (July 1, 2016 to April 30, 2017)

COURT PERSONNEL SALARIES & FRINGE BENEFITS

A. Court Personnel Salaries

Name/Position	Computation (Salary per month X number of months needed X percentage FTE)	Cost
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
Personnel Total		\$0

B. Fringe Benefits (list the benefit percent below)

Name/Position	Medical %	Dental %	Retirement %	Life Insurance %	Social Sec/ Medicare %	Other (please describe) %	Total benefit Rate %	Cost
1.								\$
2.								\$
3.								\$
4.								\$
5.								\$
6.								\$
7.								\$
8.								\$
Benefits Total								\$0

Personnel & Fringe Benefits Total		\$0
----------------------------------------------	--	------------

OPERATING EXPENSES

C. Travel (Include location, number of travelers, hotel, meals, transportation, etc. Please include costs for travel to Judicial Council as per Section 3.2)

Purpose of Travel	Item	Computation	Cost
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
Travel Total			\$0

D. Equipment (non-expendable)

Item	Computation	Cost
		\$
		\$
		\$
Equipment Total		\$0

E. Supplies (items such as office supplies, training materials)

[illegible]

F. Other Costs (items such as incentives, non-contracted costs)

Description	Computation	Cost
Incentives	various incentives to entice clients to report and to attend court REVISED 3-18-15: Fast Food Gift Certificates (McDonalds, Burger King, Taco Bell) = 375 x \$1.00 each = \$375.00	\$375.00
Bus passes/fares	transportation costs to ensure those without transportation can make attend appointments and court appearance REVISED 3-18-15: Yuba-Sutter Transi= 250 x \$1.00 each = \$250.00	\$250.00
		\$
		\$
	Other Costs Total	\$625.00
Operating Expense Total		\$625.00

CONSULTANTS/CONTRACTORS

G. Consultants/Contractors (includes local justice system partners staff costs)

Consultant/Contractors	Services Provided	Cost Breakdown of Service	Cost
Yuba County Sheriff's Office Revised 3-18-15: Yuba County Probation Dept.	2 Pretrial Service Specialists	Salary and benefits of \$5833 per month each times two positions for 9 months	\$104,994
STOP/LLC	Electronic monitoring services	225 days times 4.75 per day	\$1068.75
Redwood Toxicology	Drug/alcohol testing	75 tests times \$6.00 per test	\$450.00
Appointment Reminder	Automated appointment reminder	\$30 per month times 9 months	\$270.00
			\$
			\$
			\$
			\$
			\$
			\$
Consultants Total			\$106,782.75

INDIRECT COSTS

(refer to RFP Section 6.4.1)

H. Indirect Costs

Description	Computation	Cost
		\$
		\$
		\$
Indirect Costs Total		\$0
Year Three Total		\$107,782.75

BUDGET JUSTIFICATION/NARRATIVE

Personnel & Fringe Benefits

None requested

Travel

None requested

Equipment

None requested

Supplies

None requested

Other Operating Costs

We have included a nominal budget for incentives such as McDonalds Bucks for program clients to entice them to check into the day reporting center and to appear in court. We also have requested funding for bus passes/fares to assist clients in reporting to the day reporting center and for court appearances. Office space, furniture and other office supplies will be provided by the County of Yuba.

Consultants/Contracts

The bulk of the funding request is for personnel to staff the pretrial release program. We have requested funding for two Pretrial Services Specialist that will be provided by the Yuba County Sheriff's Department on contract/MOU. The Pretrial Services Specialists will review the bookings of all persons booked into the Yuba County jail and screen them for initial eligibility. The vast majority of persons booked will be interviewed by one of the Pretrial Services Specialists and that information will be verified through a Criminal History check, both locally and through CII/FBI. That information will be entered into the risk assessment tool and a recommendation developed. The Pretrial Specialists will appear in court and be prepared to provide testimony on the release recommendation. Pretrial Services Specialist will also be responsible for data collection and reporting for statistical and outcome measures. They will also be responsible for some supervision duties over those on supervised release and helping to ensure court attendance by arranging/making reminder calls and other related duties. These will be full-time positions and will be employed during the entire 10 months of Year Three. The Yuba County Jail books approximately 5000 persons each year. Some of the 5000 arrestees are immediately released on their own recognizance (OR) or receive an OR after a sobering period. However, if you consider only those who posted bail (cash or bond) and those who were released time served having remained in custody until their criminal case was resolved, approximately 1200 arrestees would be contacted by the Pretrial Services Specialists each year. In the publication Pretrial Services Program Implementation: A Starter Kit, the recommended staff size for a pretrial services program doing 324 annual interviews is one staff member, while a pretrial release program doing 1,498 annual interviews is 4 staff members. Based on this information, our proposal for two staff seems lean, conservative and cost effective. The pay for the Pretrial Services Specialists was based on a survey of surrounding counties. The pay was set in the bottom 5% of the range of similar classifications in surrounding agencies.

We will also contract (through the Sheriff's Office) for electronic monitoring service for those on supervised release that have electronic monitoring as a condition of release. The proposed company is already under contract by the Sheriff's Office and Probation Department and is considered a reliable company offering competitive rates.

We also intend to contract (through the Sheriff's Office) for drug and alcohol testing in order to test those who have drug/alcohol testing as a condition of their release. The company proposed already provides services to the Probation Department and are considered reliable and cost-effective.

Finally, we intend to contract (through the Sheriff's Office) for an automated call service to remind clients of their court appearance at a pre-determined time prior to their scheduled court date. A reminder call to clients in pretrial release programs is an evidence based method in reducing failures to appear. Appointment reminder software can be very expensive, however, a web-based service is a very cost effective manner of scheduling automated telephone, email and/or text notifications to clients and continues to contact until the client makes and affirmative action (eg.: pressing "1" when prompted)

REVISED 3-18-15: The two Pretrial Services Specialists will be provided by the Yuba County Probation Dept, not the Sheriff's Dept.

██████████ The drug/alcohol testing and the automated call service will be provided through the Yuba County Probation Dept., not the Sheriff's Dept.

Indirect Costs

None requested.

Summary

In the final year (10 months) of the grant period, we will be making plans to transfer the cost of the pretrial release program to the Yuba County General Fund. One of the intended outcomes of this program is to reduce the number of pretrial detainees in the Yuba County Jail. Reducing the number of inmates in custody will reduce the costs associated with the jail operation and the saving could be redirected to the pretrial release program effort.

ATTACHMENT C

Deliverables

Deliverable—Year-1/Initial Term

No.	Description	Period of Performance	Due Date
Y1-1	<p>1. Program Start-Up Costs Report</p> <p>As set forth in the Contract at Exhibit E, Attachment 1, <i>Budget Detail and Narrative/Justification</i>, Year 1: FY 2014–2015 (April 1, 2015–June 30, 2015), including the following details: 1) Total amount of funds needed by the Court until June 30, 2015; 2) How the funding will be utilized; and 3) Itemized budget; and Narrative/Justification.</p>	Year-1/Initial Term	April 30, 2015

Deliverable—Year-2/First Option Term

No.	Description	Period of Performance	Due Date
Y2-Q1	<ul style="list-style-type: none"> ▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report 	July 1, 2015 – September 30, 2015	October 31, 2015
Y2-Q2	<ul style="list-style-type: none"> ▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report 	October 1, 2015 – December 31, 2015	January 31, 2016
Y2-Q3	<ul style="list-style-type: none"> ▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report 	January 1, 2016 – March 31, 2016	April 30, 2016

Y2-Q4	<ul style="list-style-type: none"> ▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report 	April 1, 2016 – June 30, 2016	July 31, 2016
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Deliverable—Year-3/Second Option Term

No.	Description	Period of Performance	Due Date
Y3-Q1	<ul style="list-style-type: none"> ▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report 	July 1, 2016 – September 30, 2016	October 31, 2016
Y3-Q2	<ul style="list-style-type: none"> ▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report 	October 1, 2016 – December 31, 2016	January 31, 2017
Y3-Q3	<ul style="list-style-type: none"> ▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report 	January 1, 2017 – March 31, 2017	April 30, 2017
Y3-Q4	<ul style="list-style-type: none"> ▪ Final Quarterly Grant Administration & Tracking Report ▪ Final Quarterly Program Evaluation, Data and Data Collection Report 	April 1, 2017 – April 30, 2017	May 31, 2017

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Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

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

Ph: 530-749-7777 • Fax: 530-741-6445



290-15

JULY 14, 2015

TO: YUBA COUNTY BOARD OF SUPERVISORS

FR: STEVEN L. DURFOR, SHERIFF-CORONER

RE: MOU WITH SUTTER YUBA MENTAL HEALTH FOR A FORENSIC MENTAL
HEALTH SPECIALIST

RECOMMENDATION:

Approve the Memorandum of Understanding with Sutter Yuba Mental Health for the provision of a Forensic Mental Health Specialist to provide services to jail inmates beginning July 1, 2015.

BACKGROUND:

The current staffing pattern for mental health services in the jail consists of a Crisis Counselor and a contract Psychiatrist. This level of care appropriately addressed the needs of the jail population when inmates were held prior to sentencing or served shorter sentences and post-release services were provided that connected them to local mental health services, thereby fulfilling the continuum of care. Since the implementation of AB 109, the demographics of the county jail inmate population have evolved and now includes many inmates who previously would have served their sentences in the state prison system and who are serving considerably longer sentences than was previously the norm for county jails. As a result, mental health services in the county jail must evolve to meet the ongoing mental health needs of the current inmate population.

The National Commission on Correctional Health Care clearly stipulates that mental health care in the correctional setting ought to be comparable to what is provided within the community. Presently, the only element missing from the system of care in the Yuba County Jail is that of a Forensic Mental Health Specialist (FMH) and the care coordination that accompanies this level of service. The Yuba County Jail can develop a system of care to provide services that resemble what is provided in the community by adding an FMH to provide mental health services in the Jail and can thereby mitigate the likelihood of future litigation through the provision of ongoing mental health treatment.

DISCUSSION:

The FMH will provide mental health screenings for those identified by custody, nursing and/or crisis counselor staff as possibly needing mental health services. The FMH will conduct psychosocial assessments to include a mental status examination and diagnosis. The FMH will develop treatment plans and provide therapy as clinically

indicated with the intent of coordinating care beyond the walls of the jail and into the community upon release. The FMH will refer for psychiatric evaluation to determine if psychotropic medication is needed. Additionally, the FMH will coordinate care with custody and medical staff as necessary. Ideally, the FMH will be an integral part of the custody, medical, and mental health team within Yuba County Jail.

FISCAL IMPACT:

There will be no impact on the General Fund. The Yuba County Community Corrections Partnership reviewed this addition to jail services as part of the County's AB 109 Plan and recommended that part of the 2011 Public Safety Realignment Act funding received this year be dedicated to the enhancement of mental health services in the jail. The FY 2015-16 anticipated annual cost is \$101,376 and is included in the FY 2015-16 Proposed Budget.

COMMITTEE ACTION

None; this request is submitted directly to the Board of Supervisors as it was included in the FY2015-16 Proposed Budget which was accepted by your Board on June 23, 2015.

**MEMORANDUM OF UNDERSTANDING BETWEEN
YUBA COUNTY SHERIFF'S OFFICE
AND SUTTER-YUBA MENTAL HEALTH SERVICES**

This Memorandum of Understanding (hereafter "MOU") is effective as of July 1, 2015, by and between Yuba County Sheriff's Office (hereafter "YCSO") and Sutter-Yuba Mental Health Services (hereafter "MENTAL HEALTH") for the provision of mental health services for the Yuba County Jail (hereafter "Jail").

RECITALS

WHEREAS,

- a. YCSO is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. MENTAL HEALTH is a Bi-County Program operated jointly by Yuba and Sutter Counties and overseen by Sutter County; and
- c. YCSO is responsible for administering the county jail pursuant to California Penal Code Section 4000 et seq;
- d. MENTAL HEALTH has the responsibility, the experience and the expertise to provide services to, individuals with mental health conditions.

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

1. TERM

Commencement Date: July 1, 2015

Termination Date: June 30, 2016

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

MENTAL HEALTH understands and agrees that there is no representation, implication, or understanding that the services provided by MENTAL HEALTH pursuant to this MOU will be purchased by YCSO under a new agreement following expiration or

termination of this MOU, and MENTAL HEALTH waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from MENTAL HEALTH.

2. DESIGNATED REPRESENTATIVES

The Yuba County Sheriff is the representative of YCSO and will administer this Agreement for YCSO. Tony Hobson is the authorized representative for MENTAL HEALTH. Changes in designated representatives shall occur only by advance written notice to the other party.

3. YCSO DUTIES AND RESPONSIBILITIES.

YCSO STAFF shall:

- a. Identify those Jail clients to be referred for a mental health assessment and initiate referrals to the Mental Health Therapist.
- b. Work in coordination with the Mental Health Therapist to identify ICE clients to be referred for a psychiatric evaluation.
- c. Provide safe and secure location for the Mental Health Therapist to conduct private assessments and information processing.
- d. Ensure that the Mental Health Therapist is provided with all essential information and documentation to complete a detailed assessment.
- e. Ensure the Mental Health Therapist has access to necessary components of the jail management and medical information systems.

4. MENTAL HEALTH SERVICES AND DUTIES.

MENTAL HEALTH shall provide the following services in the Yuba County Jail:

- a. Receive referrals from Jail staff.
- b. Complete appropriate assessment screenings within **(14) calendar days of referral.**
- c. Complete psychosocial evaluations and treatment plans as indicated.
- d. Refer for psychiatric evaluation as indicated.
- e. Complete lethality assessments as needed.

- f. Assist in transition care planning prior to release from custody

5. FISCAL PROVISIONS

- a. MENTAL HEALTH shall submit a detailed invoice for payment in a format consistent with that as shown in Attachment B – Invoice Format, no later than the twentieth (20th) day of the month following the provision of services. Each invoice submitted shall be for the salary and benefits of the Mental Health Therapist(s) providing services to the Jail program for the invoiced period. An invoice for July 2015 shall report the total amount of sick leave and vacation that will be accrued (shown as available) during the term of this MOU, the number of hours and type of paid leave used during the period invoiced, and the balance of paid leave remaining.
 - 1) MENTAL HEALTH shall submit a quarterly detailed report of the actual services provided in the previous quarter in November, February, May and August of each year.
 - 2) MENTAL HEALTH will submit an estimated invoice for June services no later than June 10, 2016, 2017 and 2018. A final invoice, including back-up documentation for services actually provided in June 2016, 2017 and 2018, shall be submitted no later than July 20, of the year the services were provided.
- b. Upon receipt of proper claims and reporting, YCSO agrees to reimburse MENTAL HEALTH for the actual costs of the salaries and benefits paid by MENTAL HEALTH for the Mental Health Therapist that provided services pursuant to this MOU up to the maximum amount specified by the fee schedule below. It is understood by both parties that the actual costs of salaries and benefits of the Mental Health Therapist to be reimbursed by YCSO to MENTAL HEALTH may include paid leave, provided that such leave was accrued during the term of this MOU. However, under no circumstances shall YCSO reimburse MENTAL HEALTH the cost of salary and/or benefits for a Mental Health Therapist on non-paid leave.
- c. YCSO further agrees to reimburse MENTAL HEALTH for administrative costs up to the maximum amount of \$110,000 upon five (5) percent of the actual salaries and benefits claimed. In no event shall the amount invoiced for administrative costs by MENTAL HEALTH and paid for by YCSO exceed five (5) percent of the actual salaries and benefits claimed for the invoice period.
- d. The maximum reimbursement from YCSO to MENTAL HEALTH in accordance with this schedule shall be \$110,000 (One Hundred Ten Thousand Dollars) per year. In no event will YCSO reimburse MENTAL

HEALTH more than the actual costs of salary and benefits paid plus up to 5 percent administrative fees.

- e. YCSO agrees to provide standard workspace and furniture, office supplies, phone, use of copier, access to computer with standard software to MENTAL HEALTH staff stationed at YCSO Jail for the purpose of provision of services under this Agreement.
- f. Services performed by MENTAL HEALTH and not authorized in this MOU shall not be paid for by YCSO. Payment for additional services shall be made to MENTAL HEALTH by YCSO if, and only if, this MOU is amended by both parties in advance of performing additional services and the amendment is approved by both the Yuba and Sutter Boards of Supervisors.
- g. This MOU is valid and enforceable only if sufficient funds are made available to YCSO and to MENTAL HEALTH from state and federal sources for the purpose of this program. In addition, this MOU is subject to any additional restrictions or conditions enacted by Congressional or Legislative process, which affect the provision or terms of this MOU in any manner.

6. GENERAL PROVISIONS

- a. This MOU constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the parties. This MOU may be amended only by the written, mutual consent of both parties.
- b. This MOU may be terminated by either party upon thirty (30) days written notice.
- c. It is understood that the parties shall be subject to examination and audit of any records associated with the provision of services, claims to obtain funding and payment records for a period of Ten (10) years after final payment under this MOU. Therefore, the parties agree to retain such records for the recited Ten (10) year period.
- d. MENTAL HEALTH 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.
- e. MENTAL HEALTH warrants that it is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 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. MENTAL HEALTH agrees that its employees will execute appropriate certifications relating to reporting requirements.

- f. MENTAL HEALTH warrants that it is knowledgeable of the provision of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. MENTAL HEALTH agrees that its employees will execute appropriate certifications.
- g. MENTAL HEALTH agrees that its performance, place of business and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County of Yuba, the State of California, and the United States government.
- h. This MOU reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.
- i. In the event of any disputes regarding the terms or implementation of this agreement, both YCSO and MENTAL HEALTH agree to meet and confer in good faith at the earliest possible time to resolve the dispute.

7. MUTUAL INDEMNIFICATION

YCSO shall defend, indemnify, and hold harmless MENTAL HEALTH, 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 YCSO in the performance of services rendered under this agreement by YCSO, or any YCSO's Officers, agents, employees, contractors or subcontractors, including attorney's fees.

MENTAL HEALTH shall defend, indemnify, and hold harmless YCSO, 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 MENTAL HEALTH in the performance of services rendered under this agreement by MENTAL HEALTH, or any of MENTAL HEALTH'S Officers, agents, employees, contractors or subcontractors, including attorney's fees.

8. SECURITY

YCSO shall be responsible for all security within the Jail. YCSO will provide MENTAL HEALTH and its personnel with all necessary documents and training regarding Jail security protocols. MENTAL HEALTH will assure that all MENTAL HEALTH personnel operating within the Jail follow all Jail security protocols.

9. 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. When service is by certified mail, service shall be conclusively deemed complete three (3) days after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided. Notices shall be addressed as follows:

If to YCSO:

Steven L. Durfor, Sheriff-Coroner
Yuba County Sheriff's Office
215 5th Street, Suite 150
Marysville, CA 95901

With a copy to:

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

If to MENTAL HEALTH:

Tony Hobson, Ph.D.
Assistant Director for Mental Health
Sutter-Yuba Mental Health
1965 Live Oak Blvd, Suite A
P.O. Box 1520
Yuba City, CA 95992-1520

With a copy to:

County Counsel
County of Sutter
1160 Civic Center Drive, Suite C
Yuba City, CA 95993

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

YUBA COUNTY SHERIFF'S OFFICE

By: 
Steven L. Durfor, Sheriff-Coroner

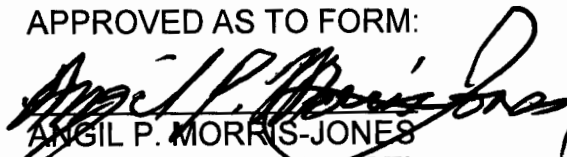
Date: 06/12/15

YUBA COUNTY BOARD OF SUPERVISORS


Chair

Date: _____

APPROVED AS TO FORM:


ANGIL P. MORRIS-JONES
YUBA COUNTY COUNSEL

INSURANCE PROVISIONS APPROVED


Jill Abel,
Risk Manager

ATTEST: DONNA STOTTLEMEYER
YUBA COUNTY CLERK OF THE BOARD

SUTTER-YUBA MENTAL HEALTH SERVICES

By: _____
Tony Hobson, Ph.D. Assistant Director
Human Services - Mental Health

Date: _____

SUTTER COUNTY BOARD OF SUPERVISORS

By: _____
Chair

Date: _____

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

APPROVED AS TO FORM
SUTTER COUNTY COUNSEL

By: _____

By: _____

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

REPORT MONTH: _____
(Month / Year)

1 Total unduplicated number of referrals received during Report Month	
2 Total number of assessments completed during the Report Month	
3 Total number recommended for treatment	
4 Total number receiving treatment	
5 Total number of counseling hours provided:	
6 Types and numbers of educational and skills workshops or support group meetings conducted:	

9 Caseload Activity Summary:	
A. Total number of active cases at beginning of Report Month (Contact of at least once a month)	
B. Total number of new cases added during the Report Month	
C. Total number of cases closed during the Report Month	
D. Total number of active cases at the end of the Report Month (A plus C minus C equals D)	

_____ Contact Person	_____ Title	_____ Date
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**ATTACHMENT B
INVOICE FORMAT**

Yuba Sutter Mental Health		Contact: _____		
Address: 1965 Live Oak Blvd, Suite A P.O. Box 1520 Yuba City, CA 95992-1520		Phone #: 530-822-7200		
Report Period: _____ to _____				
Services To Jail Program:				
Personnel	# of Positions	Salary	Benefits	Total
Mental Health Therapist	1 FTE			
Administration (up to 5% of Sal. & Ben.) _____				
GRAND TOTAL				\$

Certification:

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

Authorized Signature

Date

Mail Invoice to:

Yuba County Sheriff's Office
Attn: Fiscal Division
215 5th Street, Suite 150
Marysville, CA 95901



COUNTY
DEPARTMENTS

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The County of Yuba

Office of the County Administrator

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

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

DATE: July 14, 2015
TO: Board of Supervisors
FROM: Russ Brown, Communications & Legislative Affairs Coordinator *RB*
SUBJECT: Upcoming changes to lobbying contract with Peterson Consulting and Shaw/Yoder/Antwih

Recommended Action: Receive information on changes to contract with lobbyists Shaw/Yoder/Antwih, Inc. and Peterson Consulting, Inc. and provide direction.

Background & Discussion: Over the past several years, we have experienced growing impacts from legislation passed at the state level. Like all other counties, we have seen increased mandates, dwindling funding and laws that hobble our ability to self-govern. Fortunately, Yuba County has benefited from the talented people work with the most respected lobbying team in Sacramento.

Yuba County originally contracted with Don Peterson of Peterson Consulting, Inc., who in 2001 purchased Strategic Local Government Services, LLC jointly with Paul Yoder and Joshua Shaw, creating a very influential team that lobbied on our behalf. When Don Peterson passed away in 2009, Peterson Consulting continued to exist with Karen Lange serving as our chief lobbyist, along with Paul Yoder of Yoder/Shaw/Antwih. Throughout these various transitions we have never seen a disruption in lobbying services.

As our lobbyists continue their busy legislative season in Sacramento this summer, they have also been taking a close look at the structure of their own organization. The plan is to consolidate all three firms – Shaw/Yoder/Antwih, Peterson Consulting and Strategic Local Government Services – under the single masthead of Shaw/Yoder/Antwih, Inc. Yuba County would maintain Paul Yoder and Karen Lange as our day-to-day contacts on legislative matters. The change makes contractual changes necessary to continue these advocacy services.

Committee Action: This matter is being presented as information to the full Board and therefore was not presented at the committee level.

Fiscal Impact: None

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STAFF REPORT

DATE: June 30, 2015

TO: The Honorable Mary Jane Griego, Chairman
Members of the Yuba County Board of Supervisors

FROM: Brynda Stranix, District Director
Yuba-Sutter Economic Development District

SUBJECT: Yuba-Sutter Economic Development District
2015 Comprehensive Economic Development Strategy (CEDS)

BACKGROUND

This Comprehensive Economic Development Strategy (CEDS) is the result of a local planning process designed to guide the economic growth of the Yuba-Sutter region. The CEDS process helps create jobs, foster a more stable and diverse economy, and improve living conditions. It provides a mechanism for coordinating the efforts of individuals, organizations, local governments, and private industry concerned with economic development.

An annually updated CEDS is required to qualify for U.S. Department of Commerce, Economic Development Administration (EDA) assistance under its public works, economic adjustment, and most planning programs.

This document represents the goals and objectives of the Yuba-Sutter Economic Development District which is comprised of Yuba and Sutter counties and the cities of Marysville, Live Oak, and Wheatland.

DISCUSSION

The CEDS process is a continuing economic development planning process, developed with broad-based and diverse community participation. The CEDS document contains:

- An analysis of economic and community development problems and opportunities;
- An economic development background of the Yuba-Sutter district, with a discussion of the economy, including geography, population, labor force, resources and the environment;
- A section setting forth goals and objectives for taking advantage of the opportunities and solving the economic development problems based on a SWOT analysis conducted in March 2015 with the participation of all five jurisdictions and private sector business leaders; and,
- A plan of action, including suggested projects to implement objectives and goals set forth in the strategy.

The CEDS reflects the specific challenges and opportunities of the Yuba-Sutter Economic Development District and assesses the state of the regional economy, the opportunities and threats posed by external trends and forces and the availability of partners and resources for economic development. The community's vision and goals, together with an appraisal of the region's competitive advantages set the strategic direction of the action plan. The action plan establishes program priorities for implementation.

I would also like to point out that in this analysis, many of the goals and projects included in the final document are supported by all jurisdictions in the District. Those specific goals and projects are wastewater treatment facilities, regional flood control, and reconstruction of the 5th Street Bridge.

The CEDS Committee's purpose is to formulate a regional economic strategy for the District. It incorporated direction from both Yuba and Sutter counties and the cities of Live Oak, Marysville and Wheatland.

The committee was comprised of community and business leaders representing a diverse cross section of the region and I would like to take this opportunity to mention them by name and thank them for their effort and devotion to this process. They are:

Tom Brehm	Deluxe Packages, Vice President and General Manager
Dana Burroughs	YSEDC/YSEDD, Grant Research & Writing/Statistics
Nieves Castro	Caltrans Office of Planning and Modal Programs, Chief
Kevin DeHoff	The Country Florist, Owner
Rachel Farrell	Harmony Health, CEO/PA-C
Renee Garcia	US Bank, Vice President
Bob Harlan	Yuba-Sutter United Way, Executive Director
Kary Hauck	Sapphire Marketing Group, Owner/Partner
Lee Jones	The Harkey House, Owner/Operator
Steve Miller	Appeal-Democrat, Editor
Coleen Morehead	Sutter Buttes Regional Land Trust, Executive Director
Harl Sanderson	Beale Air Force Base, Installation Support, Deputy Director
Rikki Shaffer	Chamber of Commerce, Executive Director, Yuba-Sutter Chamber of Commerce
Brynda Stranix	YSEDC/YSEDD, President/Chief Operating Officer
Claudia Street	Yuba-Sutter Farm Bureau, Executive Director

Each jurisdiction included in the District was also represented on the committee, those individuals are:

John Fleming	Yuba County Economic Development Coordinator
Jim Goodwin	City of Live Oak, City Manager
Kevin Mallen	Yuba County Community Development and Services Agency, Director
Walter Munchheimer	City of Marysville, City Manager
Al Sawyer	Sutter County, Assistant Director for Public Works
Stephen Wright	City of Wheatland, City Manager

I am happy to report that our community was well represented in the CEDS process by these individuals. We, as a community, can take special pride in knowing we have such dedicated citizens among us. It has been my distinct pleasure working with each of them.

The 2015 Comprehensive Economic Development Strategy is available at www.ysedc.org.

FISCAL IMPACT

We anticipate no fiscal impact as a result of this agenda item.

ACTION REQUESTED

Approve and adopt the 2015 Comprehensive Economic Development Strategy report and authorize its submittal to the United States Department of Commerce, Economic Development Administration as set out in the resolution before you.

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

RESOLUTION APPROVING THE)
2015 COMPREHENSIVE)
ECONOMIC DEVELOPMENT STRATEGY)
AND PROGRAM PROJECTION FOR)
THE YUBA-SUTTER ECONOMIC)
DEVELOPMENT DISTRICT AS)
PREPARED AND RECOMMENDED BY)
YUBA-SUTTER ECONOMIC)
DEVELOPMENT CORPORATION AND)
THE COMPREHENSIVE ECONOMIC)
DEVELOPMENT STRATEGY COMMITTEE.)

RESOLUTION NO.

WHEREAS, U.S. Department of Commerce, Economic Development Administration (EDA) requires the preparation and adoption of a Comprehensive Economic Development Strategy (CEDS) by the local Comprehensive Economic Development Strategy Committee to contain public works projects approved by the County of Yuba, the CEDS Committee, Yuba-Sutter Economic Development District and EDA prior to consideration of federal funding of said public works projects; and

WHEREAS, the CEDS Committee began preparation of the required annual report in March 2015, and approved and adopted said document May 2015; and

WHEREAS, said action also directed the CEDS document be submitted to the Yuba County Board of Supervisors for its review and action;

NOW THEREFORE BE IT RESOLVED, that the Yuba County Board of Supervisors, after reviewing said CEDS document, hereby approves the report and authorizes its submittal to the Economic Development Administration.

Passed and adopted this ____ day of _____ 2015 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN

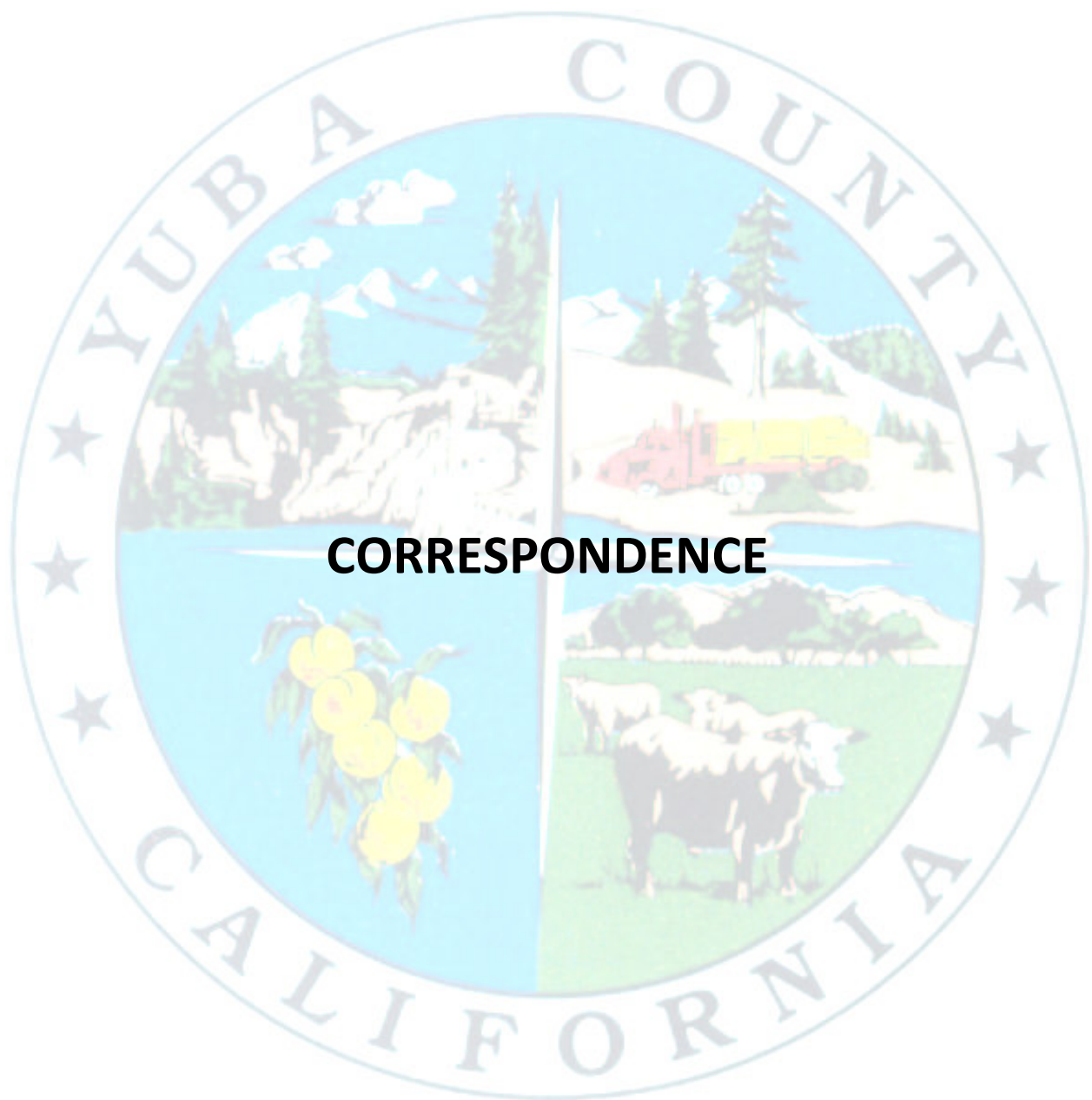
CHAIR

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



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RECEIVED

JUN 18 2015

**Yuba County Commission on Aging
Annual Report June 10, 2015**

Clerk/Board of Supervisors

Per the bylaws of the Yuba County Commission on Aging, we submit to the Yuba County Board of Supervisors the 2013-2014 annual report.

Objectives: Be the eyes and ears of the county for Seniors

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

- Fund raisers: rummage sales, increase bingo games, farmers market
- Community partners, share building and expenses.

Monitor and advocate for continuous healthy food services

- Area 4 - food services-Farmers market vouchers for seniors
- FREED- food coupons, dine around town vouchers
- Community food donations for meals at center.

Community partners

- Legal Center-updates for Seniors services, information referral and free legal assistance
- FREED programs, senior transportation vouchers, assistance for the blind, fix-it program
- Health and Human Services-updates of services for Seniors
- Senior information and assistance
- Home Health Care Management
- Meeting scope goals

Submitted by the Yuba County Commission on Aging

Vacant	District 1	Debbie Panteloglew	District 4
Sue Shaffer	District 2	Sue Cejner-Moyers	District 5
Daisy Shelton	District 3	Gary Arlington	At-Large
		Gayle Diemond	At-Large

Commissioners
Jack Baylis, President
 Los Angeles
Jim Kellogg, Vice President
 Discovery Bay
Richard Rogers, Member
 Santa Barbara
Michael Sutton, Member
 Monterey
Jacque Hostler-Carmesin, Member
 McKinleyville

STATE OF CALIFORNIA
 Edmund G. Brown Jr., Governor

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

June 17, 2015

Sonke Mastrup, Executive Director
 1416 Ninth Street, Room 1320
 Sacramento, CA 95814
 (916) 653-4899
 (916) 653-5040 Fax
www.fgc.ca.gov

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JUN 22 2015

Clerk/Board of Supervisors

NOTICE OF PROPOSED EMERGENCY ACTION **Measures for Fisheries at Risk Due to Drought Conditions**

Pursuant to the requirements of Government Code section 11346.1(a)(1), the Fish and Game Commission (Commission) is providing notice of proposed emergency action with regards to the above-entitled emergency regulation.

SUBMISSION OF COMMENTS

Government Code section 11346.1(a)(2) requires that, at least five working days prior to submission of the proposed emergency action to the Office of Administrative Law (OAL), the adopting agency provide a Notice of the Proposed Emergency Action to every person who has filed a request for notice of regulatory action with the agency. After submission of the proposed emergency to OAL, OAL shall allow interested persons five calendar days to submit comments on the proposed emergency regulations as set forth in Government Code Section 11349.6.

Any interested person may present statements, arguments or contentions, in writing, submitted via U.S. mail, e-mail or fax, relevant to the proposed emergency regulatory action. Written comments submitted via U.S. mail, e-mail or fax must be received at OAL within five days after the Commission submits the emergency regulations to OAL for review.

Please reference submitted comments as regarding "Fisheries at Risk Due to Drought Conditions" addressed to:

Mailing Address: Reference Attorney
 Office of Administrative Law
 300 Capitol Mall, Suite 1250
 Sacramento, CA 95814

California State
 Fish and Game Commission
 Attn: Jon Snellstrom
 1416 Ninth Street, Rm. 1320
 Sacramento, CA 95814

E-mail Address: staff@oal.ca.gov
 Fax No.: 916-323-6826

fgc@fgc.ca.gov

For the status of the Commission's submittal to OAL for review, and the end of the five-day written submittal period, please consult OAL's website at <http://www.oal.ca.gov> under the heading "Emergency Regulations."

CALIFORNIA FISH AND GAME COMMISSION
STATEMENT OF PROPOSED EMERGENCY REGULATORY ACTION

Emergency Action to
Add Section 8.01,
Title 14, California Code of Regulations
Re: Special Measures for Fisheries at Risk due to Drought Conditions

I. Statement of Facts Constituting the Need for Emergency Regulatory Action

California continues to suffer under severe drought conditions with record low snow packs in 2014 and 2015. In early 2014, Governor Edmund G. Brown Jr. proclaimed a State of Emergency for California directing state officials to take all necessary actions to prepare for the record level of drought conditions and also signed an Executive Order redoubling state drought actions with additional measures to strengthen the state's response to drought. On April 1, 2015, the Governor ordered state agencies to impose statewide mandatory water restrictions that will save water, increase enforcement against water waste, streamline the state's drought response, and invest in new drought resilient technologies for California.

The hydrological conditions in 2015 are expected to deteriorate from the record low 2014 conditions. The Department of Fish and Wildlife (Department) continues to evaluate and manage the changing impacts of drought on threatened and endangered species and species of special concern, and develop contingency plans for state Wildlife Areas and Ecological Reserves to manage reduced water resources in the public interest.

Statewide water quality and quantity in many systems is likely to be inadequate to support fisheries as the summer progresses, resulting in impeded passage of spawning fish, increased vulnerability to mortality from predation and physiological stress, and increased angling harvest and/or hooking mortality. Furthermore, survival of eggs and juvenile fish in these systems over the coming months will be extremely low. The historically low water conditions will concentrate coldwater fish populations into shrinking pools of cold water habitat making them easy prey for illegal angling methods such as snagging, increased hooking mortality due to legal catch and release, over-harvest, as well as other human-related disturbances within their freshwater habitat. When coupled with drought-related environmental stressors, such as high water temperature, low dissolved oxygen, and severely reduced suitable habitat, these stressors can seriously affect reproductive success and survival rates.

Since 2014, the Department has worked with the Fish and Game Commission (Commission), using the best available science, to determine whether restricting fishing in certain areas will become necessary and prudent as drought conditions persist. The Department and the Commission have determined that a temporary approach is needed to give the Department effective tools to respond more rapidly to the deteriorating water quality and quantity conditions in California's waters for 2015.

Regulatory Proposal

Environmental conditions resulting from the drought may require temporary restrictions on fishing to protect fish populations and sustain future opportunity. These conditional changes may affect each waterbody and fish population differently based on hydrological responses to the drought. Increased angling mortality, harvest, and angling pressure are the key components used to evaluate potential effects associated with degraded environmental conditions and will need to be evaluated on a water by water basis and over time as conditions change.

To ensure that fisheries are protected under critical conditions stemming from the drought, the Department is proposing a set of triggers to guide fishing closure and reopening decisions. The Department's decision to close or open a water will be based on the most current information available, collected by professional staff trained in the associated fields. Criteria for evaluating aquatic conditions are based on site-specific monitoring efforts with an emphasis on listed fish species, species of special concern, and gamefish.

The following proposed criteria will be used to determine if an emergency fishing closure or associated reopening is warranted:

Any water of the state not currently listed in Section 8.00 of these regulations may be closed to fishing by the Department when the Director, or his or her designee, determines one or more the following conditions have been met:

- Water temperatures in occupied habitat exceed 70° Fahrenheit for over eight hours a day for three consecutive days.
- Dissolved oxygen levels in occupied habitat drop below 5 mg/L for any period of time over three consecutive days.
- Fish passage is impeded or blocked for fish species that rely on migration as part of a life history trait.
- Water levels for ponds, lakes and reservoirs drop below 10% of their capacity.
- Adult breeding population levels are estimated to be below 500 individuals.

All waters closed pursuant to this section will be reopened by the Department when the Director, or his or her designee, determines all of the following conditions have been met:

- Water temperatures in occupied habitat do not exceed 70° Fahrenheit for over eight hours a day for seven consecutive days.
- Dissolved oxygen levels in occupied habitat rise above 5 mg/L and are maintained at that level for seven consecutive days.
- Fish passage is available and that no impediment exists to strand or concentrate adults or juveniles during their migration.
- Water levels for ponds, lakes and reservoirs have recovered to greater than 10% of their capacity.
- Adult breeding populations are estimated to be recovered to greater than 500 individuals.

Justification and associated data for closure and reopening decisions will be provided to the Commission for any water that is subject to a fishing closure.

The Department and the Commission will work together to formulate a regular rulemaking proposal that will refine the approach and associated language based on experiences learned, feedback from the public, and revisions to increase the efficacy of this emergency action.

II. Impact of Regulatory Action

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

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

None.

- (b) Nondiscretionary Costs/Savings to Local Agencies:
None.
- (c) Programs Mandated on Local Agencies or School Districts:
None.
- (d) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code:
None.
- (e) Effect on Housing Costs:
None.

III. Authority and Reference

The Fish and Game Commission proposes this emergency action pursuant to the authority vested by sections 200, 202, 205, 240, and 315 of the Fish and Game Code and to implement, interpret, or make specific sections 200, 202, 205, 240, and 315 of said Code.

IV. Section 240 Finding

Pursuant to Section 240 of the Fish and Game Code, the Commission finds that the adoption of this regulation is necessary for the immediate conservation, preservation, or protection of birds, mammals, reptiles, or fish, including, but not limited to, any nests or eggs thereof.

Informative Digest (Plain English Overview)

California continues to suffer under severe drought conditions with record low snow packs in 2014 and 2015. In early 2014, Governor Edmund G. Brown Jr. proclaimed a State of Emergency for California directing state officials to take all necessary actions to prepare for the record level of drought conditions and also signed an Executive Order redoubling state drought actions with additional measures to strengthen the state's response to drought. On April 1, 2015, the Governor ordered state agencies to impose statewide mandatory water restrictions that will save water, increase enforcement against water waste, streamline the state's drought response, and invest in new drought resilient technologies for California.

The hydrological conditions in 2015 are expected to deteriorate from the record low 2014 conditions. The Department of Fish and Wildlife (Department) continues to evaluate and manage the changing impacts of drought on threatened and endangered species and species of special concern, and develop contingency plans for state Wildlife Areas and Ecological Reserves to manage reduced water resources in the public interest.

Statewide water quality and quantity in many systems is likely to be inadequate to support fisheries as the summer progresses, resulting in impeded passage of spawning fish, increased vulnerability to mortality from predation and physiological stress, and increased angling harvest and/or hooking mortality. Furthermore, survival of eggs and juvenile fish in these systems over the coming months will be extremely low. The historically low water conditions will concentrate coldwater fish populations into shrinking pools of cold water habitat making them easy prey for illegal angling methods such as snagging, increased hooking mortality due to legal catch and release, over-harvest, as well as other human-related disturbances within their freshwater habitat. When coupled with drought-related

environmental stressors, such as high water temperature, poor water quality, and severely reduced suitable habitat, these stressors can seriously affect reproductive success and survival rates.

Since 2014, the Department has worked with the Fish and Game Commission (Commission), using the best available science, to determine whether restricting fishing in certain areas will become necessary and prudent as drought conditions persist. The Department and the Commission have determined that a temporary approach is needed to give the Department effective tools to respond more rapidly to the deteriorating water quality and quantity conditions in California's rivers and streams for 2015.

The following proposed criteria will be used to determine if an emergency fishing closure or associated reopening is warranted:

Any water of the state not currently listed in Section 8.00 of these regulations may be closed to fishing by the Department when the Director, or his or her designee, determines one or more of the following conditions have been met:

- Water temperatures in occupied habitat exceed 70° Fahrenheit for over eight hours a day for three consecutive days.
- Dissolved oxygen levels in occupied habitat drop below 5 mg/L for any period of time over three consecutive days.
- Fish passage is impeded or blocked for fish species that rely on migration as part of a life history trait.
- Water levels for ponds, lakes and reservoirs drop below 10% of their capacity.
- Adult breeding population levels are estimated to be below 500 individuals.

All waters closed pursuant to this section will be reopened by the Department when the Director, or his or her designee, determines all of the following conditions have been met:

- Water temperatures in occupied habitat do not exceed 70° Fahrenheit for over eight hours a day for seven consecutive days.
- Dissolved oxygen levels in occupied habitat rise above 5 mg/L and are maintained at that level for seven consecutive days.
- Fish passage is available and that no impediment exists to strand or concentrate adults or juveniles during their migration.
- Water levels for ponds, lakes and reservoirs have recovered to greater than 10% of their capacity.
- Adult breeding populations are estimated to be recovered to greater than 500 individuals.

Justification and associated data for closure and reopening decisions will be provided to the Commission for any water that is subject to a fishing closure.

The Department and the Commission will work together to formulate a regular rulemaking proposal that will refine the approach and regulatory language based on experiences learned, feedback from the public, and revisions to increase the efficacy of this emergency action.

Benefits: The proposed regulation will provide benefits to the environment through the conservation and preservation of listed species, species of special concern, and gamefish populations.

The proposed regulations are neither inconsistent nor incompatible with existing state regulations. The Legislature has delegated authority to the Commission to promulgate sport fishing regulations (sections 200, 202, 205, 240, and 315 Fish and Game Code).

At the June 11, 2015 meeting, the Commission approved the proposed emergency regulations with the addition of the Department web site: <https://www.wildlife.ca.gov/Regulations> as another avenue to provide public notification of the Department actions under the temporary emergency regulations.

Regulatory Language

Section 8.01, Title 14, CCR is added to read:

Section 8.01. Special ~~Gear Provisions~~~~[Repealed]~~ Measures for Fisheries at Risk due to Drought Conditions.

(a) In response to continued extreme drought conditions, the commission has established a quick response process to temporarily close fisheries experiencing degraded environmental conditions that may affect fish populations or their habitat within waters of the state. The criteria set forth in subsections (b) and (c) are intended to ensure that fisheries are protected under critical conditions stemming from the drought. These criteria will be monitored in statewide inland fisheries, and they will be evaluated on a water by water basis over time as conditions change.

(b) The department may close to angling any waters of the state not currently listed in Section 8.00 of these regulations if the director, or his or her designee, finds one or more of the following conditions have been met:

(A) Water temperatures in occupied habitat exceed 70° Fahrenheit for over eight hours a day for three consecutive days

(B) Dissolved oxygen levels in occupied habitat drop below 5 mg/L for any period of time over three consecutive days.

(C) Fish passage is impeded or blocked for fish species that rely on migration as part of a life history trait.

(D) Water levels for ponds, lakes and reservoirs drop below 10% of their capacity.

(E) Adult breeding population levels are estimated to be below 500 individuals.

(c) Waters closed pursuant to subsection (b) shall be reopened by the department when the director, or his or her designee, finds all of the following conditions have been met:

(A) Water temperatures in occupied habitat do not exceed 70° Fahrenheit over eight hours a day for seven consecutive days

(B) Dissolved oxygen levels in occupied habitat rise above 5 mg/L and are maintained at that level over seven consecutive days.

(C) Fish passage is available and no impediment exists to strand or concentrate adults or juveniles during their migration.

(D) Water levels for ponds, lakes and reservoirs have recovered to greater than 10% of their capacity.

(E) Adult breeding population levels are estimated to be recovered to greater than 500 individuals.

(d) It shall be unlawful to take fish in any waters of the state closed to angling pursuant to this Section.

(e) Notification of department actions.

(1) The department shall maintain a list of closed waters of the state and update that list on Wednesday of each week by 1:00 pm. In the event that water conditions change later in the week, the fishing status for each specific water will not change until the day following the next Wednesday. It shall be the responsibility of the angler to use the telephone number provided below or go to the department's website at <https://www.wildlife.ca.gov/Regulations> to obtain the current status of any water. The number to call for information is (916) 445-7600.

Note: Authority cited: Sections 200, 202 and 240, 205, 240, and 315, Fish and Game Code.

Reference: Sections 200, 202, 205 and 240, 240, and 315, Fish and Game Code.

Commissioners
Jack Baylis, President
Los Angeles
Jim Kellogg, Vice President
Discovery Bay
Richard Rogers, Member
Santa Barbara
Michael Sutton, Member
Monterey
Jacque Hostler-Carmesin, Member
McKinleyville

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Sonke Mastrup, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
(916) 653-5040 Fax
www.fgc.ca.gov

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

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JUN 30 2015

Clerk/Board of Supervisors

June 24, 2015

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 149 and Appendix A, Title 14, California Code of Regulations, relating to market squid logbooks, which will be published in the California Regulatory Notice Register on June 26, 2015.

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

Ms. Laura Ryley, Environmental Scientist, Marine Region, Department of Fish and Wildlife, (831) 649-7142 or Laura.Ryley@wildlife.ca.gov, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst

Attachment

BOS CORRESPONDENCE

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

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 7078, 7701, 7708, 8026, 8425 and 8429.5 of the Fish and Game Code and to implement, interpret or make specific Sections 7701, 7708, 8026, 8425, 8429.5, 8429.7, 12159 and 12160 of said Code, proposes to amend Section 149 and Appendix A, Title 14, California Code of Regulations, relating to market squid logbooks.

Informative Digest/Policy Statement Overview

The Market Squid Fishery Management Plan (MSFMP) was developed under the provisions set forth by the Marine Life Management Act (MLMA) and sets goals and objectives to govern the conservation, sustainable use, and restoration of the market squid resource. Section 149, Title 14, California Code of Regulations (CCR), governs commercial market squid fishing activities off California, pursuant to the MSFMP.

Current regulations prescribe the use of logbooks for the collection of fishing data. Market Squid Vessel Logbook (DFG 149a) and Market Squid Light/Brail Boat Logbook (DFG 149b) are proposed to be updated to bring these forms into compliance with the standards set by the Department of Fish and Wildlife's (Department) Forms Management Coordinator, improve instructions that explain how the logs are to be filled out, and improve the quality of data that are received by the Department. Updated instructions will accompany the forms. The forms and instructions will be inserted as part of CCR, Title 14, Appendix A, and the old forms (DFG 149a (9/01) and DFG 149b (10/05)) will be deleted.

The follow changes are proposed:

- Subsection 149(e) is proposed to be amended to refer to the revised forms entitled with an updated version number "Market Squid Vessel Logbook – DFW 149a (Rev. 05/01/15)", and "Market Squid Light/Brail Boat Logbook – DFW 149b (Rev. 05/01/15)."
- Additional changes are also proposed to improve the organization, clarity and consistency of the regulations.

Benefits of the Regulations

The proposed regulatory action will benefit fishermen, processors, the State's economy, and the environment by maintaining a healthy and sustainable market squid fishery.

Consistency with State Regulations

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. Commission staff has searched the California Code of Regulations and statutes and has found no other State regulations related to the take of market squid and no other State agency with authority to promulgate commercial squid fishing regulations.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the Embassy Suites – LAX North, 9801 Airport Blvd., Los Angeles, California, on Wednesday, October 7, 2015 at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before September 24, 2015 at the address given below, or by email to FGC@fgc.ca.gov. **Written comments mailed or emailed to the Commission office, must be received before 12:00 noon on October 2, 2015.** All comments must be received no later than October 7, 2015, at the hearing in Los Angeles, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in ~~strikeout~~-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Sherrie Fonbuena at the preceding address or phone number. **Laura Ryley, Environmental Scientist, Marine Region, Department of Fish and Wildlife, (831) 649-7142 or Laura.Ryley@wildlife.ca.gov, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

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

Impact of Regulatory Action/Results of the Economic Impact Analysis

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

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

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The proposed regulations continue to allow all actively permitted market squid vessels (vessel, light, and brail) to participate in a directed fishery for market squid during the commercial market squid season until the season closes. The proposed regulations update the logbooks currently in use by commercial squid fishermen. These changes are not expected to increase the time spent to complete the log.

- (b) **Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:**

The Commission does not anticipate any impacts on the creation or elimination of jobs, the creation of new businesses or the elimination of existing businesses, or the expansion of businesses in California.

The Commission does not anticipate any benefits to the health and welfare of California residents or worker safety.

The Commission anticipates benefits to the environment in the sustainable management of a healthy squid resource.

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

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

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

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

- (f) Programs Mandated on Local Agencies or School Districts: None.
- (g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.
- (h) Effect on Housing Costs: None.

Effect on Small Business

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

Consideration of Alternatives

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

FISH AND GAME COMMISSION

Dated: June 16, 2015

Sonke Mastrup
Executive Director

RECEIVED

JUL 2 2015

Clerk/Board of Supervisors

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



Date: June 26, 2015

To: Interested Parties

From: Paul Brunner, P.E., Executive Director, Three Rivers Levee Improvement Authority

Subject: Notice of Availability and Intent to Consider Adoption of a Proposed Mitigated Negative Declaration for the Feather River Setback Mitigation Bank Project

Enclosed for your review is a draft Initial Study and proposed Mitigated Negative Declaration (IS/MND), evaluating the potential environmental impacts of the proposed Feather River Setback Mitigation Bank Project (proposed project). The proposed project would be located in southwestern Yuba County, south of the city of Marysville along the east bank of the Feather River, within Sections 13, 14, 23, and 24, Township 14 North, Range 3 East, Mount Diablo Base and Meridian of the Olivehurst U.S. Geological Survey (USGS) Quadrangle. As the lead agency under the California Environmental Quality Act (CEQA), the Three Rivers Levee Improvement Authority (TRLIA) has prepared this IS/MND in accordance with the requirements of CEQA and State CEQA Guidelines.

TRLIA proposes to create approximately 17 acres of elderberry shrubland, 120 acres of mixed riparian forest, 65 acres of riparian scrubland, 85 acres of valley oak woodland, and 216 acres of perennial grasslands habitat in the Feather River Levee Setback Area, and to establish the area as a mitigation bank. This would be accomplished with funding support from the California Department of Water Resources (DWR). The Sacramento Valley Conservancy would hold the conservation easement and the bank endowment, and it would be the long-term preserve manager. TRLIA is the current property owner, but DWR (on behalf of the Sacramento-San Joaquin Drainage District) is requiring transfer of the fee title of the property to itself as a condition of its grant to facilitate bank establishment and development. The State would approve the Bank Enabling Instrument, which would establish the bank credit mechanism and the criteria to be met for purchase of credits by entities (e.g., Sutter Butte Flood Control Area or DWR Flood Management Operations) for Central Valley Flood Protection Plan levee and floodway improvement projects and State Plan of Flood Control operations and maintenance activities.

The IS/MND identifies potentially significant impacts related to biological resources; cultural resources, geology and soils; and hydrology and water quality. All potentially significant impacts would be reduced to less-than-significant levels with implementation of mitigation measures identified in the IS.

The IS/MND is being circulated for public review and comment for a 30-day period, beginning on Monday, June 29, 2015, and ending on Wednesday, July 29, 2015. The IS/MND and documents referenced in the IS/MND may be reviewed at TRLIA's website, <http://www.trlia.org/>, and at the Yuba County Library, 303 Second Street, Marysville. For questions regarding the IS/MND, contact Dr. Andrea Shephard, Senior Project Manager, AECOM, (916) 414-5800, or via e-mail to andrea.shephard@aecom.com. Please send written comments on the

IS/MND to Paul Brunner, P.E., Executive Director, Three Rivers Levee Improvement Authority, 1114 Yuba Street, Suite 218, Marysville, CA 95901, fax (530) 749-6990, or via e-mail to pbrunner@co.yuba.ca.us. For e-mailed comments, please include the project title in the subject line, attach comments in MS Word format, and include the commenter's name and U.S. Postal Service mailing address. All written comments must be received by July 30, 2015.

TRLIA intends to consider adoption of the Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program at its regularly scheduled board meeting at 2 p.m. on August 18, 2015, to be held at the Yuba County Government Center Board Chambers, 915 Eighth Street, Marysville, CA. This meeting will be open to the public.



Finance and Administration Committee





The County of Yuba

Office of the County Administrator

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

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

DATE: July 14, 2015
 TO: Board of Supervisors, Finance and Administration Committee
 FROM: Russ Brown, Communications & Legislative Affairs Coordinator *RB*
 SUBJECT: Proposed Ordinance to establish Historic Resources Commission

Recommended Action: Approve the attached ordinance, Chapter 4.70, which would establish the Historic Resources Commission

Background & Discussion: Yuba County has a rich history that stretches back to stage-setting for the statehood of California. Over the past several years, citizens and organizations have stepped up to conduct deep research into the county's past and document significant events that have shaped our communities. Some of the research efforts are informal and could be categorized as hobbies, while others, such as local societies, have demonstrated long term plans to conduct ongoing research into the region's past.

Some of those involved in efforts to preserve local history approached Yuba County recently to express a desire to work with the County to establish some sort of entity that could provide more resources for individuals and organizations conducting local historic research. It was determined a County commission would best serve to meet this need to preserve Yuba County's history.

Fiscal Impact: None

- CHAPTER 4.70 – HISTORIC RESOURCES COMMISSION
- 4.70.010. - Purpose of Commission.
- 4.70.020. - Created.
- 4.70.030. - Duties.
- 4.70.040. - Members.
- 4.70.050. - Voting.
- 4.70.060. - Termination of membership.
- 4.70.070. - Meetings.
- 4.70.080. - Officers.
- 4.70.100. - Duties of Commission officers.
- 4.70.200. - Standing committees.
- 4.70.210. - Ad-hoc committees.
- 4.70.300. - Compensation.
- 4.70.400. - Rules.
- 4.70.500. - Severability.

CHAPTER 4.70 – HISTORIC RESOURCES COMMISSION

4.70.010. - Purpose of Commission.

It shall be the purpose of the Historic Resources Commission to advise the Board of Supervisors on historic matters within the County of Yuba. The Historic Resources Commission shall endeavor to discover and identify persons, events, and places of historical importance within the County; to make recommendations relating to the preservation of historic sites and structures; to coordinate with historic groups and museums within the County to encourage their development; and to cooperate with and obtain assistance from related agencies..

4.70.020. - Created.

There hereby is created a Historic Resources Commission to implement the purpose stated herein, and to achieve the objectives expressed, in Section 4.70.010.

4.70.030. - Duties.

The duties of the Historic Resources Commission shall include the following:

- (1) Coordinate efforts with affected County Departments, Cities of Marysville and Wheatland, historical groups, and individuals to identify and preserve the County's rich history.
- (2) When appropriate, assist in identifying, documenting, and/or proposing local historical memorials, plaques and historic places of interest.

- (3) Coordinate with the Yuba County Library Advisory Commission in regards to preservation and compilation of historical documents and records in the Yuba County Library's California Room.
- (4) Educate, inform, and create public interest and participation in our historical resources..
- (5) Identify a permanent repository(ies) for the preservation of historical documents, artifacts, and records for Yuba County, and make them available as historical resources for public use.
- (6) Work with other historical groups and volunteers to develop a plan for the maintenance of local historical memorials, plaques, and artifacts.
- (7) Undertake any special or additional projects desired by the Board of Supervisors.

4.70.040. - Members.

(a) The Historic Resources Commission shall consist of ten members; appointed for a term of four years, and designated as follows:

- (1) One member shall be appointed by the City Council of the City of Marysville.
- (2) One member shall be appointed by the City Council of the City of Wheatland.
- (3) Eight members shall be appointed by the Board of Supervisors of Yuba County representing each of the following located in the County of Yuba:
 - a. One member shall be from Supervisorial District #1,
 - b. One member shall be from Supervisorial District #2,
 - c. One member shall be from Supervisorial District #3,
 - d. One member shall be from Supervisorial District #4,
 - e. One member shall be from Supervisorial District #5, and
 - f. Three members appointed at large.

4.70.050. - Voting.

Each Commissioner shall be entitled to one vote. Approval of any matter requires an affirmative vote from a majority of the Historic Resources Commission.

4.70.060. - Termination of membership.

If a member misses more than three consecutive meetings of the Historic Resources Commission, without prior authorization from the Chairperson, such member shall be considered to have resigned from the Commission. The Board of Supervisors may suspend the Historic Resources Commission if there is a lack of a quorum for three consecutive meetings or if the Board of Supervisors determines that there are not a sufficient number of projects available for the Historic Resources Commission to review. If the Board does terminate the Historic Resources Commission, the Board may then reestablish the Commission at any time.

4.70.070. - Meetings.

The Historic Resources Commission shall hold at least one regular meeting each month unless there is no business to conduct and, except for the first meeting, the time, place and manner of holding meetings shall be prescribed by the Historic Resources Commission. Special meetings may be called at any time by the Chairperson, provided that notification to the public is made in accordance with the Brown Act laws.

4.70.080. - Officers.

The Historic Resources Commission shall select one of its members as Chairperson. The Historic Resources Commission shall select one of its members as Vice-Chairperson. The Historic Resources Commission shall select one of its members as Secretary to the Commission. Other officers may be voted upon as necessary to carry out the work of the Commission.

4.70.100. - Duties of Commission officers.

Officers of the Commission shall have the following duties:

- (1) *Chairperson*. The Chairperson shall preside at the meetings of the Historic Resources Commission and shall act as the Historic Resources Commission liaison to the Board of Supervisors.
- (2) *Vice-Chairperson*. In the absence or incapacity of the Chairperson, the Vice-Chairperson shall assume all duties of the Chairperson.
- (3) *Secretary*. The Secretary shall keep or cause to be kept a book of minutes of all activities at meetings of the Historic Resources Commission, including resolutions made, actions taken and the number of votes cast for, against and in abstention of each related action. The Secretary shall also prepare agendas and give notice of regular and special meetings of the Historic Resources Commission in accordance with the Brown Act.

4.70.200. – Standing Committees

The Commission may create such standing committees as the business of the Commission may require. Each Standing Committee shall be made up of at least two but fewer than a quorum of Commission members and shall have such authority and perform such duties as the Historic Resources Commission may determine. All Standing Committee meetings will be in accordance with the Brown Act.

4.70.210. - Ad-hoc committees.

The Commission may create such ad-hoc committees as the business of the Commission may require. Each shall be made up of at least two but fewer than a quorum of Commission members and shall have such authority and perform such duties as the Historic Resources Commission may determine.

4.70.300. - Compensation.

Members of the Historic Resources Commission shall serve without compensation. Historic Resources Commission members may be reimbursed for expenses incurred in carrying out the duties of the Historic Resources Commission as authorized by the Board of Supervisors.

4.70.400. - Rules.

Subject to approval by the Board of Supervisors and in accordance with the Brown Act, the Historic Resources Commission may adopt such other rules as it may deem necessary for the transaction of businesses.

4.70.500. - Severability.

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

State law reference— Similar provisions, Government Code § 23.

ORDINANCE NO. _____

**CHAPTER 4.70 TO TITLE IV
OF THE YUBA COUNTY ORDINANCE CODE
RELATING TO THE HISTORIC RESOURCES COMMISSION**

The following ordinance was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on the _____ day of _____, 2015 by the following vote:

AYES:

NOES:

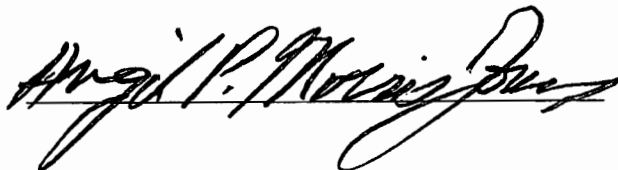
ABSENT:

ABSTAIN:

Chair of the Board of Supervisors
of the County of Yuba

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

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





Land Use and Public Works Committee



The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

www.co.yuba.ca.us



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5484

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Land and Public Works Committee

FROM: Daniel W. Peterson, Principal Engineer, Public Works

SUBJECT: Yuba County Integrated Regional Water Management Plan

DATE: July 14, 2015

Recommendation

That the Board adopt a resolution adopting the updated Yuba County Integrated Regional Water Management Plan.

Background

An Integrated Regional Water Management Plan (IRMWP) is a comprehensive planning document to encourage development of voluntary regional strategies for management of water resources. An IRWMP investigates a variety of water resource management strategies, identifies the benefits of implementing those strategies, and develops priorities for projects and programs. The Yuba County IRWMP is intended to encourage regional strategies and cooperative solutions for issues concerning water quality, water quantity, and watershed health. Yuba County adopted the existing Yuba County IRWMP in 2009 along with 11 other agencies. A copy of the IRWMP can be downloaded at: <http://yubairwmp.org/the-plan-irwmp/content>

Discussion

In March 2005, Yuba County Water Agency (YCWA) and other water interests in the county formed the Management Group (MG) to develop the Yuba County IRWM Plan. The MG was the collective body of the project proponents. The group was responsible for developing the IRWM Plan. The Yuba County IRWMP Update began in 2013; the effort was funded by a Department of Water Resources (DWR) Proposition 84 planning grant. The plan update was necessary to bring the 2009 Plan into compliance with the 2012 DWR IRWM guidelines. A regional water management group (RWMP) comprised of interested stakeholders acted in a decision-making role to prepare the plan update.

The Yuba IRWMP update process first focused on recruitment of existing and new stakeholders to participate and guide the update process. Once stakeholders had been identified and recruited, efforts shifted to refining the plan's goals and objectives and developing an updated project list. The RWMP also incorporated formal changes within the IRWMP as necessary to meet the new IRWM/DWR guidelines. A Notice of Intent to prepare an IRWMP was published in November 2013.

Fiscal Impact:

Adopting the resolution and the updated Yuba County IRWMP would make the County eligible to receive State grant funding for a variety of water resources-related projects such as infrastructure improvements for the Gold Village CSD.

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

RESOLUTION ADOPTING THE YUBA COUNTY)
INTEGRATED REGIONAL WATER MANAGEMENT)
PLAN)

RESOLUTION NO:

Whereas, population growth and development in the State of California will continue to pressure water resources, balancing the needs of urban, agricultural, environmental and recreational water supplies will be a challenge for all involved in water management; and

Whereas, the State of California has certified the Yuba County region as part of the Integrated Regional Water Management (IRWM) program and further has provided funding to support preparation of the 2015 Updated Yuba County Integrated Regional Water Management Plan (IRWM or Plan); and

Whereas, in October of 2013, the Yuba County IRWM stakeholder group (known as the Regional Water Management Group/RWVG) began preparation of an Integrated Regional Water Management Plan and adopted that Plan on May 5, 2015; and

Whereas, eligibility to apply for future bond funding to support IRWMP-identified project implementation is dependent on individual regional stakeholders and/or entities adopting the 2015 IRWMP following Plan adoption by the RWVG; and

Whereas, the Yuba County IRWM planning region consists of the valley floor, foothill and lower watersheds of the Yuba River; and

Whereas, the Yuba County IRWM region includes a diverse group of public agencies, water providers, agriculture, business, residential water users, community, recreation, and environmental organizations and tribal interests that have jointly developed this Integrated Regional Water Management Plan (IRWMP); and,

Whereas, the IRWMP serves as a voluntary planning document that identifies a broadly supported vision, guiding principles, goals, objectives and projects to enhance the beneficial uses of water for the Yuba County IRWM region; and

Whereas, this collaborative planning effort is intended to formulate water management strategies for the region and prioritize projects that address watersheds and regional issues, coordinate with other IRWMPs, address local, state and federal plans' priorities, achieve multiple benefits, encompass more than one watershed, and meet short- and long-term water resource needs; and

Whereas, Yuba County IRWM region stakeholders are formulating a cooperative governance structure necessary to implement the IRWMP that is favorable to all local governments, water suppliers, business groups, environmentalists, agriculture, recreation, and citizens; and

Whereas, an integrated regional approach to water management will streamline individual efforts and increase efficiencies and will also increase partnership, collaboration and organizational capacity, and collaborative management will provide a forum for stakeholder input and support for projects that address the common goals and objectives for the Yuba County region; and

Whereas, this regional planning effort will improve regional competitiveness for grant funding for projects and efforts to implement the IRWMP and achieve agency or organizational goals; and

Whereas, Yuba County representatives have engaged in good faith negotiations with other stakeholders in the region and have briefed its Board and/or leaders; and

Whereas, the IRWMP will not be a legally binding document but rather, will be a regional compact with commitments to work together as a region to implement the plan; and

Whereas, the IRWMP will be a living document, reviewed and updated over time ensuring that individual signatories can remain involved or terminate their involvement at any time.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby adopts the Yuba County Integrated Regional Water Management Plan as a voluntary document that provides broadly supported, identified goals, objectives, strategies, and projects to meet the integrated water needs of the people and watershed of the Yuba River within the Plan.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, this ____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

COUNTY COUNSEL

A handwritten signature in black ink, appearing to read "Angel P. Thomas". The signature is written in a cursive, flowing style with a large, prominent "A" and "T".

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Human Services Committee



The County of Yuba

HEALTH & HUMAN SERVICES DEPARTMENT

Jennifer Vasquez, Director

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



TO: Human Services Committee
Yuba County

FROM: Jennifer Vasquez, Director
Tony Roach, Program Manager
Health & Human Services Department

DATE: July 14, 2015

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

RECOMMENDATION: It is recommended that the Board of Supervisors approve and execute the attached Agreement for Professional Services between the County of Yuba, on behalf of its Health and Human Services Department, and GraceSource Inc. for the period of July 1, 2015, through June 30, 2016, to provide Differential Response Services under the combined CAPIT, CBCAP and CCTF programs.

BACKGROUND: The Health and Human Services Department is the public agency designated to administer the CAPIT, CBCAP and the CCTF. These various funding streams are designated to be used to support community-based efforts to develop, operate, expand and enhance programs and activities to prevent child abuse and neglect, as well as strengthen and support families to reduce the likelihood of child abuse and neglect. Through a request for proposal released in 2015, GraceSource Inc. was competitively awarded the CAPIT/CBCAP/CCTF grant funds to provide Differential Response Services.

DISCUSSION: On June 2, 2015, the Child Abuse Prevention Council and Children's Council made the recommendation to award the contract to GraceSource, Inc.

FISCAL IMPACT: Approval of the Agreement will not impact the County General Fund. The funding for this contract is covered by a combination of Federal, State, Local Revenue 2011, and a percentage of Birth certificate dollars and Kids Plate dollars.

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 2015

Termination Date: June 30, 2016

The term of this Agreement shall become effective on July 1, 2015, 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-5.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

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

8. ATTACHMENTS.

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Insurance Provisions
- Attachment F - Confidentiality Provisions Statements
- Attachment G - Invoice Format
- Attachment H - Cost Justification
- Attachment I - Differential Response Monthly Reporting Form
- Attachment J - CAPIT/CBCAP Service Goals and Outcomes Plan Summary
- Attachment K - Annual Reporting for Community-Based Child Abuse Prevent (CBCAP) Service Array
- Attachment J - Vendor Assurance of Compliance (CR50)

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 _____, 2015.


"COUNTY"

COUNTY OF YUBA

Chair
Board of Supervisors

"CONTRACTOR"

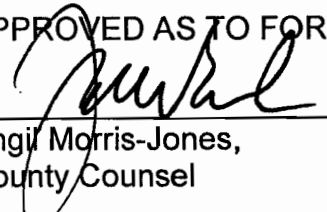
GRACESOURCE, INC.


Roy Martin, Executive Director
Tax I.D. No. 942576604

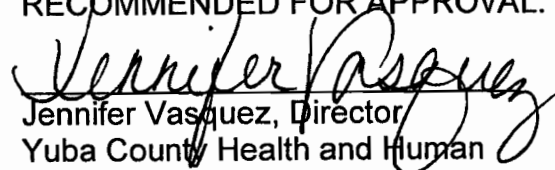
INSURANCE PROVISIONS APPROVED:


Jill Abel,
Human Resource Director and Risk Manager

APPROVED AS TO FORM:


Angil Morris-Jones,
County Counsel

RECOMMENDED FOR APPROVAL:


Jennifer Vasquez, Director
Yuba County Health and Human
Services Department

ATTACHMENT A SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

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

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

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

A.1.2. CONTRACTOR agrees to conduct and chair monthly Multidisciplinary Team (MDT) meetings with Children's Services staff, which may include case

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

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

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

A.1.5. REPORTING. CONTRACTOR agrees to conduct the following reporting activities and provide following statistical reports as specified below:

- A. Client Satisfaction. CONTRACTOR shall develop client surveys in a format to be approved by COUNTY to be administered at the end of each activity in which the family participates to assess whether or not the services provided were appropriate and met their needs. CONTRACTOR further agrees to develop at the approval of COUNTY an open-ended questionnaire to be completed by each family served at the end of their three-month service period to assess the services provided. CONTRACTOR shall maintain the information gathered for inclusion in its final Evaluation Report.
- B. Progress Reports. CONTRACTOR agrees to chart the goals and date each goal is met in the case plan for each family served under this Agreement. CONTRACTOR shall compile the information gathered and submit a summary Progress Report of this information at the monthly meeting with Children's Services staff.
- C. Differential Response Monthly Report. CONTRACTOR shall complete Attachment "I"- Differential Response Monthly Reporting Form to evaluate the CAPIT/CBCAP program for the families served. On a monthly basis, CONTRACTOR will submit this report during the month for which payment

is requested and submit one copy electronically to the Children's Services Program Manager, as well as submit a hard copy as an attachment to the monthly invoice submitted to the COUNTY.

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

A.2 SCOPE OF DUTIES OF COUNTY

A.2.1 COUNTY shall:

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

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A.3. TIME SERVICES RENDERED.

Specific dates to be mutually agreed upon by the COUNTY and CONTRACTOR.

A.4. MANNER SERVICES ARE TO BE PERFORMED.

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

A.5. FACILITIES FURNISHED BY COUNTY.

CONTRACTOR shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. CONTRACTOR agrees to have a facility that will be centrally located in Yuba County (Marysville, Linda or Olivehurst).

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ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a monthly contract fee per family not to exceed Eight Hundred Eighty-Five Dollars (\$895.00) in accordance with the specified rate, based upon the cost justification specified in Attachment "H" – Cost Justification.

In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed One Hundred Six Thousand One Hundred and Ninety Dollars (\$106,190.00) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 CONTRACTOR understands that payment for services rendered pursuant to this Agreement must be paid by COUNTY no later than June 10, 2016. For services rendered during the months of July 2015 through May, 2016, CONTRACTOR shall submit a monthly invoice in the format as specified in Attachment "G" – Invoice Format after the completion of services but no later than the tenth (10th) day of the month following the provision of services. COUNTY shall issue payment in accordance with the terms of this Agreement no later than 30 days after the receipt of a complete and accurate invoice.

In the month of June, 2016, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment "G" – Invoice Format based upon the estimated cost of services to be rendered no later than June 10, 2016. CONTRACTOR shall submit a final invoice based upon the actual cost of services rendered no later than July 10, 2016. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

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

B.3 FULL COMPENSATION. Both parties understand that each invoice approved and paid shall constitute full and complete compensation to CONTRACTOR for the period of service covered by the invoice.

B.4 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY

shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.5 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

B.6 FISCAL RECORDKEEPING. CONTRACTOR shall establish, maintain, and keep adequate, consistent and accurate fiscal documentation to ensure and demonstrate that the costs of services submitted for payment by CONTRACTOR under this Agreement are unduplicated and applicable solely to the services rendered pursuant to this Agreement (i.e. books, records, documents, and other evidence supporting consistent and established accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of services under this Agreement).

B.7 AUDIT PROVISION. In the event CONTRACTOR claims and receives payment for services rendered under this Agreement and reimbursement is later disallowed by the county, state and/or federal governments, CONTRACTOR shall promptly refund the amount disallowed from any payment due or to become due to the CONTRACTOR under this Agreement and any other agreement. COUNTY will assure CONTRACTOR is advised of potential disallowed costs and given the opportunity to provide any evidence and argument to the auditing agency prior to publication of a final audit.

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

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

C.5 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information. CONTRACTOR also agrees to sign Attachment J-Vendor Assurance of Compliance (CR50).

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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 service 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":

Jennifer Vasquez,
Director
Yuba County Health and
Human Services Department
5730 Packard Avenue, Suite 100
P.O. Box 2320
Marysville, CA 95901

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

If to "CONTRACTOR":

Roy A. Martin,
Executive Director
GraceSource, Inc.
P.O. Box 323
Olivehurst, CA 95961

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

F.2 DEFINITIONS.

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

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

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

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

F.3 BACKGROUND.

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

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

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

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

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

F.4 PROVISIONS.

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

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

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

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

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

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

F.4.2.5 Not leaving 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:

Erma Thurman, Yuba County Privacy Officer
Phone: (530) 749-6356 or (530) 749-6311
E-Mail: ethurman@co.yuba.ca.us
Fax: (530) 749-6281

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential

information. Within seventy two (72) hours of the discovery, if an actual breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

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

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

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

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

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

///
///

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: 6/18/15

CONTRACTOR



Roy Martin, Executive Director

ATTACHMENT G

INVOICE FORMAT

Contractor's Name: GraceSource, Inc.

Contractor's Address: P.O. Box 232, Olivehurst, CA 95961

Contact Name: Terri Gentile

Phone Number: 530-740-7766

Email: T.Gentile@gracesoureinc.org

Period of Service: MONTH, YEAR

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

Certification:

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

Authorized Signature

Date

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

ATTACHMENT H COST JUSTIFICATION

COST JUSTIFICATION WORKSHEET 2015-2016					
PERSONNEL EXPENSE					
SALARY		% of Time	Salary	Annual	
Position	Name	to Service	per month	Amount to Service	In-kind
DR Coordinator	Terri Gentile	100.0%	\$ 2,340	\$ 28,080	
GSI Case Manager	S. Tenorio	100.0%	\$ 1,560	\$ 18,720	
CWS AmeriCorps Mbrs(2)*	To be hired	100.0%	*	\$ 20,000	\$ 16,000
*AmeriCorps is a national service program. Members receive a living stipend and are eligible for health care and child care assistance. Each slot draws down \$8,000 federal dollars. Our partner, Prevent Child Abuse - California, uses the drawn down dollars to support the member stipends and provide operational oversight.					
Total Salaries				\$ 66,800	\$ 16,000
BENEFITS		% of Time	Rate	Annual	
Position	Type	to Service	per month	Amount to Service	In-kind
DR Coordinator	FICA/MediCare	100.0%	\$ 179.08	\$ 2,149	
	SUI/ETT	100.0%	\$ 21.58	\$ 259	
	Worker's Comp	100.0%	\$ 70.25	\$ 843	
	Health Ins.	n/a	n/a	n/a	
GSI Case Manager	FICA/MediCare	100.0%	\$ 119.42	\$ 1,433	
	SUI/ETT	100.0%	\$ 21.58	\$ 259	
	Worker's Comp	100.0%	\$ 46.83	\$ 562	
	Health Ins.	n/a	n/a	n/a	
CWS AmeriCorps Members, Two (2)	FICA/MediCare	100.0%	n/a	\$ -	
	SUI/ETT	100.0%	n/a	\$ -	
	Worker's Comp	100.0%	n/a	\$ -	
	Health Ins.	100.0%	n/a	\$ -	
Total Benefits				\$ 5,505	\$ -
Total Personnel Expense				\$ 72,305	\$ 16,000

COST JUSTIFICATION WORKSHEET 2015-2016				
OPERATING EXPENSE		Methodology	Service	In-kind
Bookkeeping	Program cost based on estimate supplied by the provider for issuing monthly payroll and expense checks, providing payroll and profit and loss reports, tax completion, and state and federal filings.		\$ 1,200	
Communications	Program cost based on historical usage of telephone and internet and costs of telephone equipment Based on stand-alone program.		\$ 3,000	
Duplicating/ Publishing	Program cost based on providing marketing materials and duplication of project materials for similar projects. Based on stand-alone program.		\$ 800	
Maintenance	Program cost based on maintenance of equipment and facilities for similar projects. Based on stand-alone program.		\$ 150	
Facilities	Program cost based on historical costs of providing space and equipment usage for similar projects. Costs include but are not limited to copier, alarm, cleaning, utilities, building repairs, insurance, etc. Based on stand-alone program.		\$ 2,600	
Group Activities	Program cost based on historical costs of providing groups for similar projects. Costs include but are not limited to group materials, incentives for group participation, food and beverages for attendees, etc. Based on stand-alone program.		\$ 600	
Office Supplies	Program cost based on historical costs of providing office materials for similar projects. Costs include but are not limited to paper, pens, forms, ink cartridges, water, educational materials, postage, small office equipment, etc. Based on stand-alone program.		\$ 1,800	
Office Equipment	Estimated cost for four desktop computers to be used for program related services including but not limited to email, case notes, marketing materials, research, etc.		\$ -	
Training	Program cost based on costs of providing employment, estimated number of required trainings and on-going employee development, etc.		\$ 900	
Travel/Lodging/ Diem	Program cost based on estimated number of required trainings, historical costs of providing on-going employee development, and mileage for providing quality home visitation services to families enrolled in the project.		\$ 6,000	
Rent	100 sq.ft. x \$1.00/sq.ft. x 100%FTE x 12 mos. x 4 AC members 200 sq.ft. x \$1.00/sq.ft. x 75%FTE x 12 mos. X 1 DR Coord.			
Total Operating Expense			\$ 17,050	\$ -
SUBCONTRACTORS		Methodology		
Victor Services	Historical contract costs for a Licensed Marriage and Family Therapist		\$ 11,000	\$ -
INDIRECT		Methodology		
	Historical costs associated with contract at 6.687% of Total Personnel Expense. GSI's usual rate is 10% but has been modified to meet budget restrictions.		\$ 4,835	
DIRECT		Methodology		
	Direct costs associated with services delivered to families including transportation assistance (bus passes/gas cards), temporary food assistance, housing (cleaning supplies/dumpster rental), furniture (beds), clothing, materials to implement case plan activities, and limited past-due bill support. Estimated abased on historical usage.		\$ 1,000	
TOTAL ANNUAL AMOUNT TO SERVICE			\$ 106,190	\$ 16,000
COST PER SERVICE UNIT		Methodology		
Total /12 mos./10 open case plans/month			\$ 884.92	

ATTACHMENT I

DIFFERENTIAL RESPONSE MONTHLY REPORTING FORM

Agency: _____ Month: _____

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

Services / Outcomes

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

- | | | | |
|---------------------------------------------------|--------------------------|----------------------------|--------------------------|
| Safety in community | <input type="checkbox"/> | Food Security: | <input type="checkbox"/> |
| Safety issues in the home (ex. Domestic violence) | <input type="checkbox"/> | Drug/alcohol abuse: | <input type="checkbox"/> |
| Health Care: | <input type="checkbox"/> | Relationship issues: | <input type="checkbox"/> |
| Mental Health | <input type="checkbox"/> | Parenting education: | <input type="checkbox"/> |
| Social Isolation: | <input type="checkbox"/> | Child development: | <input type="checkbox"/> |
| Employment: | <input type="checkbox"/> | School/pre-school related: | <input type="checkbox"/> |
| | | Daycare: | <input type="checkbox"/> |

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

- | | | | |
|---------------------------------------------------|--------------------------|----------------------------|--------------------------|
| Safety in community | <input type="checkbox"/> | Food Security: | <input type="checkbox"/> |
| Safety issues in the home (ex. Domestic violence) | <input type="checkbox"/> | Drug/alcohol abuse: | <input type="checkbox"/> |
| Health Care: | <input type="checkbox"/> | Relationship issues: | <input type="checkbox"/> |
| Mental Health | <input type="checkbox"/> | Parenting education: | <input type="checkbox"/> |
| Social Isolation: | <input type="checkbox"/> | Child development: | <input type="checkbox"/> |
| Employment: | <input type="checkbox"/> | School/pre-school related: | <input type="checkbox"/> |
| | | Daycare: | <input type="checkbox"/> |

Case example of service needs/outcomes during this period:

Signature of person responsible for filling out this report:

ATTACHMENT J

CAPIT/CBCAP SERVICE GOLAS AND OUTCOME PLAN SUMMARY

CAPIT/CBCAP Service Goals and Outcomes Plan Summary

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

Agency: _____ CAPIT ☒ CBCAP ☒

Date: _____

Report Period: _____ TO _____

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

Page 1 of 2

Service Goals and Outcome Summary Report for the Month of:

Client Characteristics:	Total number of clients receiving services						Gender			
	ages 0-5		ages 6-18		Adults (19year-older)		Children		Adult	
	without disabilities	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	Female	Male	Female	Male
White (non-Hispanic)										
Hispanic										
Black										
Asian										
Native American										
Other (specify)										
TOTALS	0	0	0	0	0	0	0	0	0	0

Agency Centered Activities:	NUMBER OF PARTICIPANTS				
	Parent(consumer of services)	County agency staff	Private nonprofit staff	Child Abuse Council Staff	Other (specify)
State or Regional Training					
Peer Review					
Evaluation/Research					
Other (Specify)					

Page 2 of 2

ATTACHMENT K

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

1. CBCAP SERVICES AND ACTIVITIES

A. Interdisciplinary/Innovative Services and Funding

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

Sample:

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

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

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

B. Prevention Direct Services that Meet Community Needs

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

Sample:

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

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

<input type="checkbox"/> Enter an "x" if there are no other direct service programs or this question does not apply.
Describe the unmet need as determined/identified in the county's current OCAP Plan or CSA:

Describe/identify/list a direct service activity that was implemented or in operation to meet the above unmet need during this reporting period:

In addition to CBCAP funds, list the funds used to support this program and/or activity.

C. Prevention Network Activity

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

Enter an "x" if no prevention network activities were conducted during this reporting period.

Describe the activities conducted during the reporting period?

What was the need that was identified in the county's OCAP Plan or integrated CSA that was addressed by these activities?

What is the expected outcome?

1. CBCAP EVALUATION

A. CBCAP Peer Review

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

<http://www.friendsnrc.org/outcome/review.htm>

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

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

i	Local CBCAP peer review activities included:
	CBCAP peer review training
	On-site visit by peers that included observation and discussion
	Case review by peers for the purpose of self assessment and improvement of practice
	Facilitated focus group with peers for the purpose of self assessment and improvement
	Other, describe:

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

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

ii.	Enter an "x" if no CBCAP peer review activities occurred during the reporting period. Describe the challenges that prevented the implementation of a peer review process:
-----	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------

B. Client Satisfaction

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

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

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

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

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

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

C. Evaluating and Reporting on CBCAP Outcomes

Outcomes can be:

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

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

Sample:

Name of CBCAP Program, Public Awareness or Prevention Network Activity:		Regional Intervention Program (RIP)	
Services or activity:	<input checked="" type="checkbox"/> Program/Services	<input type="checkbox"/> Public Awareness Activity	<input type="checkbox"/> Prevention Network Activity
Purpose:	To teach parents methods for interacting with children that will maximize		

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

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

Name of CBCAP Program, Public Awareness, or Prevention Network Activity:			
Services or activity:	Program/Services	Public Awareness Activity	Prevention Network Activity
Purpose:			
Description:			
<p>Enter an "x" to select one of the outcomes below:</p> <p><input type="checkbox"/> Short-term</p> <p><input type="checkbox"/> Intermediate-term</p> <p><input type="checkbox"/> Long-term</p>			
How was the outcome measured:			

3. PARENTS/CONSUMERS

A. PARENT LEADERSHIP AND FAMILY INVOLVEMENT

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

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

<input type="checkbox"/> Skill Development Training	<input type="checkbox"/> Invitation to staff meetings
<input type="checkbox"/> Agency Orientation	<input type="checkbox"/> Stipend
<input type="checkbox"/> Conference (sponsored attendance)	<input type="checkbox"/> Child Care

<input type="checkbox"/>	Convenient time and location for meetings	<input type="checkbox"/>	Transportation
<input type="checkbox"/>	Awards, Recognition or Scholarship	<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Provision of ongoing training	<input type="checkbox"/>	Other: _____

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

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

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

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

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

Enter an "x" if parents were not active participants in the planning, implementing and evaluating of child abuse prevention programs during this reporting period.

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

--

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

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

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

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

ATTACHMENT J
VENDOR ASSURANCE OF COMPLIANCE WITH
THE YUBA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

VENDOR/RECIPIENT HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE

THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

June 18, 2015
Date


Contractor's Signature

P.O. Box 232, Olivehurst, CA 95961.
Address of vendor/recipient

(08/13/01)

CR50-Vendor Assurance of Compliance