

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 21, 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 Griego
 - 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. Clerk of the Board of Supervisors
 - 1. (303-15) Approve meeting minutes of June 23, 2015.
 - B. Community Development and Services
 - 1. (304-15) Adopt resolution adopting Yuba County Integrated Regional Water Management Plan. (Land Use and Public Works Committee recommends approval)
 - C. Emergency Services
 - 1. (305-15) Adopt resolution proclaiming the existence of an ongoing local drought emergency in the County of Yuba.
 - D. Health and Human Services
 - 1. (306-15) Approve 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 program and authorize Chair to execute. (Human Services Committee recommends approval)
 - 2. (307-15) Adopt resolution authorizing the Chair to execute on behalf of the County of Yuba agreements for CalWORKs program General Education Diploma (GED) courses for the period of July 1, 2015 through June 30, 2016.
 - 3. (308-15) Adopt resolution authorizing the Chair to execute on behalf of the County of Yuba agreements for CalWORKs program employment services and assessments for the period of July 1, 2015 through June 30, 2016.
 - 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. Administrative Services

1. (309-15) Receive update on new Sheriff's facility at 720 Yuba Street. (Ten minute estimate)

B. Board of Supervisors

1. (310-15) Adopt resolution approving incorporation of all amendments to the Three Rivers Levee Improvement Authority into a consolidated Joint Exercise of Powers agreement which includes approving change of at-large member boundaries to encompass the entire County including incorporated cities of the County. (Fifteen minute estimate)

C. County Administrator

1. (311-15) Receive letter form First 5 Commission dated May 29, 2015 regarding revisions to the First 5 Commissions membership structure and provide direction as appropriate. (Ten minute estimate)

D. Probation/District Attorney/Sheriff-Coroner

1. (312-15) Receive AB 109 update. (30 minute estimate) (No background material)

E. Sheriff-Coroner/Administrative Services

1. (313-15) Approve applying for funding under Senate Bill 863 for expansion of the Yuba County Jail. (Ten minute estimate)

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

- A. **10:00 A.M.** (314-15) Ordinance - Hold public hearing; waive the only reading of ordinance; adopt resolution adopting negative declaration, adopting Yuba County Development Code and Zoning Map update, and rescinding East Linda Specific Plan, Olivehurst Avenue Specific Plan, and River Highlands Community Plan; and adopt ordinance repealing Title XI and Title XII and enacting Title XI relating to zoning and development in Yuba County. (Sixty minute estimate) (Roll Call Vote)

1. (315-15) Adopt resolution rescinding Resolution 2005-260, East Linda Specific Plan (ELSP) Road and Park Fees, and transferring remaining funds to the Countywide Development Impact Fee Funds.

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

- A. (316-15) Two notices from California State Water Resources Control Board regarding temporary water transfer from Placer County Water Agency and El Dorado Irrigation District.
- B. (317-15) Two notices from Reclamation District 784 regarding nominations, election of Trustees by all-mailed ballots establishing an election date of Wednesday, November 4, 2015; and special meeting July 20, 2015 to discuss forming State Maintenance Area for property within Horseshoe Levee.

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

IX. **CLOSED SESSION**

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

X. **ADJOURN**

1:30 P.M. YUBA COUNTY DISASTER COUNCIL

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



CONSENT
AGENDA

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The County of Yuba

BOARD OF SUPERVISORS

JUNE 23, 2015



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

- I. PLEDGE OF ALLEGIANCE – Led by Miss Aulelei Lauofo.
- 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.

MOTION: Move to approve

MOVED: John Nicoletti

SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

A. Administrative Services

1. (240-15) Approve Off-Airport operator agreement and use permit with Krueger Aviation and authorize Chair to execute. Approved.
2. (241-15) Authorize Budget Transfer in the total amount of \$46,699 from Salaries and Benefits to Various line items to cover current and projected shortages. Approved.
3. (242-15) Adopt resolution authorizing Airport Manager to present proposal to Aircraft Owner's and Pilots Association (AOPA) for consideration of the Yuba County Airport as a location for an AOPA Regional Fly-In for 2016, 2017, and 2018. Adopted Resolution No. 2015-53, which is on file in Resolution Book No. 46.
4. (243-15) Approve lease and fuel permit with Honeycutt Aviation for aircraft fueling operation at Yuba County Airport and authorize Chair to execute. Approved.
5. (244-15) Approve lease and use permit with Honeycutt Aviation for fixed-base operations at the Yuba County Airport, and authorize Chair to execute. Approved.

B. Board of Supervisors

1. (245-15) Adopt resolution affirming commitment to preventing commercial exploitation of children in our county and to work collaboratively with all county partners to protect children and youth in the State of California. Adopted Resolution No. 2015-54, which is on file in Resolution Book No. 46.

2. (246-15) Appoint Samantha Townsend to the Yuba County Fish and Game Advisory Commission as the District Three representative with a term ending December 31, 2016. Approved.
3. (277-15) Adopt resolution authorizing application and execution of grant agreement with the California Arts Council by Yuba Sutter Regional Arts Council. Adopted Resolution No. 2015-55, which is on file in Resolution Book No. 46.

C. Clerk of the Board of Supervisors

1. (247-15) Approve meeting minutes of May 12, 19, June 2 and 4, 2015. Approved.
2. (248-15) Appoint Paul Tupas as Consumer representative to the Child Care Planning Council of Yuba and Sutter Counties for a term to end September 30, 2016. Approved.
3. (249-15) Appoint Dwight B. Moore to the Brownsville Cemetery District for a term to expire February 25, 2017. Approved.
4. (250-15) Reappoint Gayle Diamond to the Yuba County Commission on Aging as an At-Large Representative for a term ending June 23, 2018. Approved.

D. Community Development and Services

1. (251-15) Approve architectural and engineering contract agreement with Russell, Gallaway Associates, Inc. for design of Public Works Corporation Yards and authorize Chair to execute. Approved.
2. (252-15) Receive Notice of Final Map under review and pending approval by the County Surveyor identified as Tract Map No. 2015-0001, Draper Ranch North Large Lot Map. Received.
3. (253-15) Adopt resolution authorizing the Public Works Director to purchase real property identified as APN 019-260-049 (Smith) for less than \$150,000 for Goldfields Parkway project pursuant to procedures provided in Section 2.50.270 of the Yuba County Ordinance Code. Adopted Resolution No. 2015-56, which is on file in Resolution Book No. 46.
4. (254-15) Authorize Auditor/Controller to disburse \$383,260.24 in Measure D funds from Fund 807 to County Road Fund for \$363,139.08, City of Marysville for \$15,330.41, and City of Wheatland for \$4,790.75. Approved.
5. (255-15) Approve Plans, Specifications and Estimate, and authorization for advertisement of bids for Contract No. 2015-8058 Olivehurst Avenue Complete Streets Project. Approved.
6. (256-15) Approve Plans, Specifications and Estimate, and authorization for advertisement of bids for Hammonton-Smartsville shoulder widening and curve correction project at Doolittle Gate Road. Approved.

E. County Administrator

1. (257-15) Authorize Regional Waste Management Authority grant application to California Department of Resources Recycling and Recovery on the County's behalf for the Used Oil Payment Program for Fiscal Year 2015-2016, by authorizing submittal of County Administrator letter. Approved.

F. District Attorney

1. (258-15) Adopt resolution authorizing the District Attorney to enter into agreements with the United States Bureau of Justice Assistance for Grant Funding and act as the signing authority on behalf of the county to execute requested grant documents. Adopted Resolution No. 2015-57, which is on file in Resolution Book No. 46.
2. (259-15) Authorize Budget Transfer and revenue revisions in the total amount of \$8,600 to reconcile year end expenditures and revenue. Approved.

G. Emergency Services

1. (260-15) Adopt resolution proclaiming the existence of an ongoing local drought emergency in the County of Yuba. Adopted Resolution No. 2015-58, which is on file in Resolution Book No. 46.

H. Health and Human Services

1. (261-15) Authorize Health and Human Services to solicit proposals for counseling, therapeutic and/or evaluation services for children and families of the Child Welfare Services division. (Health and Human Services committee recommends approval) Approved.
2. (262-15) Adopt resolution repealing Resolution 2014-110 and authorizing the Director to execute CalWORKs program subsidized employment agreement with work site contractors. Adopted Resolution No. 2015-59, which is on file in Resolution Book No. 46.
3. (263-15) Approve agreement with The Salvation Army for residential substance use treatment services for CalWORKs clients and their families and authorize Chair to execute. Approved.

I. Human Resources and Organizational Services

1. (264-15) Approve Extra Help and Reserve Paid Sick Leave policy in accordance with AB 1522 Healthy Workplaces Healthy Family Act of 2014. Approved.

J. Probation

1. (265-15) Authorize appropriation in the amount of \$35,742 from Account No. 101-0000-361-5617 (Aide for Construction) to various line items for expenses related to implementation of Justice Assistance grant. Approved.

K. Sheriff-Coroner

1. (266-15) Authorize appropriation in the amount of \$40,000 from Account No. 151-0000-363-7400 (SAFE Grant funds) for the purchase of vehicle for detective division. Approved.
2. (267-15) Authorize Budget Transfer in the total amount of \$63,350 reprogramming various funds for the Sheriff, Jail, and Animal Care Services to cover current and projected shortages. Approved.

L. Treasurer-Tax Collector

1. (268-15) Approve discharging the Tax Collector from accountability for collection of taxes, penalties, and interest on unsecured property taxes. Approved.

M. Information Technology

1. (278-15) Authorize Budget Transfer in the total amount of \$50,700 from Account 101-1900-410-0101 (Salaries) to various line items to cover current and projected end of year shortages. Approved.

IV. SPECIAL PRESENTATION

- A. (269-15) Present proclamation to Casa de Esperanza proclaiming July 2015 as Sexual Assault Awareness Month. No one present to receive.

V. PUBLIC COMMUNICATIONS: Supervisor Griego and District Attorney Pat McGrath regarding use of legal/illegal fireworks and enforcement/prosecution of illegal firework use.

VI. COUNTY DEPARTMENTS

A. Board of Supervisors

1. (270-15) Appoint two individuals to the Yuba County Fish and Game Advisory Commission as at-large representatives for terms ending September 23, 2018 and June 23, 2019. (Fifteen minute estimate) Clerk Donna Stottlemeyer provided a brief recap on vacancies.

The following individuals spoke: Mr. Dale Whitmore

MOTION: Move to appoint Nicky Harris and Chris Hall, terms ending September 23, 2018 and June 23, 2019 respectively.

MOVED: Andy Vasquez SECOND: Roger Abe

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

NOES: None ABSENT: None ABSTAIN: None

B. County Administrator

1. (271-15) Consider adoption of a resolution approving a First Amendment to the Tri-County Joint Powers Agreement for the Tri County Regional Juvenile Rehabilitation Facility. (Fifteen minute estimate) County Administrator Robert Bendorf recapped agreement, cost sharing ratio, bed allocations, Colusa County concerns regarding cost sharing ration, and Oversight Committee recommendation. Mr. Bendorf recommended 42.5, 42.5, and 15 percent cost share ratios and responded to inquiries.

Chief Probation Officer Jim Arnold recapped population, expenses not included with cost, and responded to inquiries.

MOTION: Move to approve 42.5, 42.5, 15 percent cost share ration and for staff to continue working with Colusa on partnership of three-party agreement

MOVED: John Nicoletti SECOND: Roger Abe

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

NOES: None ABSENT: None ABSTAIN: None

VII. ORDINANCES AND PUBLIC HEARINGS: The clerk read the disclaimer.

- A. (274-15) Ordinance - Hold public hearing, waive reading, and adopt urgency ordinance amending Chapter 3.40.010 and adding Chapter 3.04.042 adopting an amendment to the existing contract between the County of Yuba and the California Public Employees' Retirement System Board of Administration. (Ten minute estimate) Human Resources Director Jill Abel recapped the ordinance amendment.

Chair Griego opened the public hearing. No one came forward

MOTION: Move to findings for adoption as urgency ordinance

MOVED: John Nicoletti

SECOND: Randy Fletcher

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

NOES: None ABSENT: None ABSTAIN: None

Findings of urgency adopted by roll call vote.

MOTION: Move to adopt ordinance

MOVED: Randy Fletcher

SECOND: John Nicoletti

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

NOES: None ABSENT: None ABSTAIN: None

By roll call vote, the Board adopted Ordinance No. 1544 which is on file in Yuba County Ordinance Book No. 24.

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

- A. (275-15) Notice from California Fish and Game Commission regarding regulatory action relating to implementation of the Bobcat Protection Act. Received
- B. (276-15) Two notices from State Water Resources Control Board of petition for temporary water transfer from South Sutter Water District of up to 6,000 acre-feet from July 1 through September 30, 2015, and transfer under Contra Costa Water District permit 20749, up to 500 acre-feet from June 1 through October 31, 2015. Received

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

Supervisor Vasquez:

- Received consensus for July 14, 2015 agenda for discussion of memorandum of understanding regarding Enterprise Rancheria and payment to County
- Possible use of Sycamore Ranch for Boy Scouts camp site

Supervisor Nicoletti: Memorial Adjournment - Dr. Charles Clement

Supervisor Abe:

- RCRC meeting June 18, 2015
- Yuba County Recreation Committee meeting June 18, 2015
- Assemblyman Gallagher District office opening June 18, 2015
- Parent Group providing assistance at Wheatland High School
- June 19, 2015 Congressman LaMalfa staff

Supervisor Fletcher: Upcoming meeting at Loma Rica Community Hall 6:30 p.m. June 25, 2015 regarding foothill fire concerns

Supervisor Griego:

- Regional Waste Management Authority and Yuba Sutter Transit Authority meetings held June 18, 2015
- SACOG and CALCOG June 18, 2015 meetings regarding SB16 Transportation Fund Use
- Code Enforcement regarding barking dogs and revisit ordinance regarding complaint process
- Naturalization Ceremony 9:30 a.m. June 26, 2015 in Board Chambers

X. RECESS: The Board recessed at 10:47 a.m. and reconvened at 11:00 a.m. with all present as indicated above.

County Administrator

2. 11:00 A.M. (272-15) Receive Fiscal Year 2015-2016 Proposed Budget, presentation, and direct copies be made available to public; accept Proposed Budget as interim spending plan, including position allocation changes; set dates for Budget Workshop of August 18 and 19, 2015; and set Final Budget for 1:30 p.m. September 15, 2015. (Thirty minute estimate)

- a. (273-15) Adopt resolution revising the Classification System-Basic Salary/Hourly Schedule in its entirety as it relates to the recommended 2015-2016 Fiscal Year Budget.

County Administrator Robert Bendorf provided a recap of policies and budget development by departments and a PowerPoint presentation indicating the following:

- Budget development goals and process
- Proposed Budget \$168,295,990
- General Fund Discretionary Revenue - \$26,224,125
- Budgeted one-time revenue sources - \$1,244,905
 - General Fund Reserve - \$200,000
 - Capital Facility Fund - \$587,953
 - 2015-2016 Budget (one-time) - \$92,874
 - 2015-2016 Budget (ongoing) - \$364,078
- Key General Fund Revenue Sources Budgeted
- General Fund Appropriations by function
- Public Protection - \$18,936,562
- General Government - \$7,495,613
- Land Use - \$387,863
- Health Services - \$289,608
- Social Services - \$247,159
- Contingencies - \$519,272
- General Fund Reserves - \$1,942,588
- General Fund Contingencies - \$519,272
- Public Safety Sales Tax - County Share
- Significant Cost Increase
 - CalPERS Health Insurance Rates - 13.5% increase County costs - \$10,394,189
 - PERS Pension Changes - County costs - \$9,640,248
- Workforce allocated positions 914
- Proposed Budget Summary
- Pending Issues
- Current and future budget issues
- Continued reliance on one time funds

- State of California budget considerations
- Deletion of two filled positions
- Public Safety funding

Mr. Bendorf responded to Board inquiries. Chair Griego opened the floor for public comments. There were none.

MOTION: Move to approve Proposed Budget as interim spending plan, including position allocation changes; set dates for Budget Workshop of August 18 and 19, 2015; and set Final Budget for 1:30 p.m. September 15, 2015

MOVED: Andy Vasquez SECOND: John Nicoletti

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

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to adopt resolution MOVED: John Nicoletti SECOND: Randy Fletcher

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

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2015-61, which is on file in Yuba County Resolution Book No. 46

- XI. CLOSED SESSION: Chair Griego announced closed session and called for public comments. There were none. The Board recessed at 12:03 p.m. and reconvened at 1:30 p.m. in closed session and returned at 4:06 p.m. with all present as indicated above.

A. Pending litigation pursuant to Government Code §54956.9(d)(2) - One Case No report.

- XII. ADJOURN: 4:07 p.m. in memory of Dr. Charles Clement.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

www.co.yuba.ca.us



304-15

BUILDING
749-5440 • Fax 749-5616

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

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Board of Supervisors

FROM: Michael G. Lee, Director of Public Works

SUBJECT: Yuba County Integrated Regional Water Management Plan

DATE: July 21, 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.

Committee Action:

The Land and Public Works committee reviewed this item on July 14, 2015 and recommends approval.

Fiscal Impact:

The fiscal impact of approving the Post-Construction Standards Plan is minimal as this guidance document is a required component under the statewide permit.

**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



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COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

ROBERT BENDORF
COUNTY ADMINISTRATOR
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

HOLLY POWERS
EMERGENCY OPERATIONS MANAGER

Board Memo

To: Board of Supervisors

Fr: Scott Bryan, Emergency Operations Manager
Holly Powers, Emergency Operations Planner

Re: Proclaim the existence of a local emergency in the County of Yuba

Date: July 21, 2015

Recommendation:

The Board of Supervisors adopt a resolution proclaiming the continuation of a local emergency due to the ongoing drought conditions.

Background:

On January 17, 2014 Governor Edmund G. Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014 the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba. Your Board ratified said proclamation on February 25, 2014 and extended on June 23, 2015.

Discussion:

With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. The recent rainstorms are seasonally expected and are consistent with the average rainfall during this time of year. At this point, the storms have had no impact on lessening drought conditions. Therefore it is recommended that your Board extend the current proclamation of a local emergency until the end of the incident period per (Govt. Code Section 8630 (c)). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per (Govt. Code Section 8630(d)) this proclamation of emergency shall be terminated as soon as reasonably possible.

Committee Action:

No committee action was taken due to time constraints.

Fiscal Impact:

There is an unknown impact to the general fund as of this date.

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

RESOLUTION:

THE BOARD OF SUPERVISORS)	
ADOPT A RESOLUTION)	
PROCLAIMING THE EXISTENCE OF)	
AN ONGOING LOCAL DROUGHT)	
EMERGENCY IN THE COUNTY OF)	
YUBA.)	RESOLUTION NO. _____

WHEREAS, the Yuba County Director of Emergency Services did hereby proclaim a local emergency in the County of Yuba on February 18, 2014 per Ordinance Code section 4.20; and

WHEREAS, conditions of peril to public health and safety remain in the County of Yuba due to the statewide drought; and

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of a local emergency due to a statewide drought; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency continues to exist in the County of Yuba and the Board of Supervisors Proclamations through this resolution of the continuance of a Local Emergency in the County of Yuba.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2015.

AYES:

NOES:


ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



The County of Yuba

306-15

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
Tony Roach, Program Manager *TR 6.19.15*
Health & Human Services Department

DATE: July 21, 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.

COMMITTEE: The Human Services Committee recommended approval on July 14, 2015.

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.

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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 CONTRCATOR 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.

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F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: 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 Services</u>			
<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 to Service	Salary per month	Annual Amount to Service	In-kind
Position	Name				
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 to Service	Rate per month	Annual Amount to Service	In-kind
Position	Type				
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	Per	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
		Methodology		
COST PER SERVICE UNIT		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.

CAPIT

☒

CBCAP

☒

Agency: _____

Date: _____

Report Period: _____ TO _____

Client Centered Services:	Total number of clients completing services						Families
	ages 0 - 5		ages 6 - 18		Adults (19 years - older)		
	with disabilities	without disabilities	with disabilities	without disabilities	with disabilities	without 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
	with disabilities	or disabilities	with disabilities	or disabilities	with disabilities	or disabilities	
TOTALS							

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 (19 year 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	0-5 w/o disabilities	0-5 w disabilities	6-18 w/o disabilities	6-18 w disabilities	Adults w/o disabilities	Adults w disabilities	Female	Male	Female	Male
	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:

Name of the program:		
Family Resource Centers (FRC) Network		
Name of the service provider:		
Bedrock Community Foundation		
Description of the program:		
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.		
List the services this program provides:		
Parenting education and support, public awareness/education, individual and family counselling, respite care, and information and referral.		
Identify the agencies who collaborated to develop and implement this program:		
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.		
In addition to CBCAP funds, list other funds used to support this program:		
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, CAPTA, CAPTA PSSF, Child Welfare Services Outcome Improvement Project, First Five, Health Services, Integrated Case Management, Mental Health Services Act, private donations and Stuart Foundation Grant.		
Enter an "X" to indicate the program's service delivery system:		
<input checked="" type="checkbox"/>	Family Resource Center	
<input checked="" type="checkbox"/>	Family Resource Center Network	
<input type="checkbox"/>	In-Home Visiting Program	
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		

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:		
Campberville 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:
The Integrated CSA indicates a 5% increase in teen pregnancy in the county. Child Welfare referrals show a prevalence of child neglect among teen parents. A need for training in parenting skills for training in parenting skills.
Describe/identify/list a direct service activity that was implemented or in operation to meet the above unmet need during this reporting period:
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 a safe and stable home (safety) for their children.
In addition to CBCAP funds, list the funds used to support this program and/or activity.
Stuart Foundation and Maternal, Child and Adolescent Health (MCAH) funds.

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:
<input type="checkbox"/>	CBCAP peer review training
<input type="checkbox"/>	On-site visit by peers that included observation and discussion
<input type="checkbox"/>	Case review by peers for the purpose of self assessment and improvement of practice
<input type="checkbox"/>	Facilitated focus group with peers for the purpose of self assessment and improvement
<input type="checkbox"/>	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 ride. In addition to this problem the local 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:	The parent training has three modules: <ul style="list-style-type: none"> Behavioral Skills training Social Skills training Preschool Classroom Each segment of the training takes place in the context of a variety of structured adult-child interaction sessions on site or with an individual program at home.
Enter an "x" to select one of the outcomes below:	Intermediate Outcomes that were achieved for RFP parent and children: <ul style="list-style-type: none"> Parents demonstrated improved child behavior management skills Children demonstrated increased compliant behavior (in 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:			
Enter an "x" to select one of the outcomes below:			
<input type="checkbox"/> Short-term <input checked="" type="checkbox"/> Intermediate-term <input type="checkbox"/> Long-term			
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 checked="" type="checkbox"/> Skill Development Training	<input checked="" type="checkbox"/> Invitation to staff meetings
<input checked="" type="checkbox"/> Agency Orientation	<input checked="" type="checkbox"/> Stipend
<input checked="" type="checkbox"/> Conference (sponsored attendance)	<input checked="" 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

Ray A. [Signature]
Contractor's Signature

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

(08/13/01)

CR50-Vendor Assurance of Compliance

The County of Yuba

307-15

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
Tracy Bryan, Program Manager
Health & Human Services Department

DATE: July 21, 2015

SUBJECT: Resolution Authorizing the Chair to Execute Agreements with
Yuba County Office of Education for California Work Opportunity
and Responsibility to Kids (CalWORKs) General Education
Diploma (GED) Courses and Any Amendments or Pertinent
Documents Thereto

RECOMMENDATION: It is recommended that the Board of Supervisors approve the Resolution authorizing the Chair to enter into and execute on behalf of County of Yuba agreements with Yuba County Office of Education for CalWORKs program General Education Diploma (GED) courses for the period of July 1, 2015 through June 30, 2016.

BACKGROUND: Through this Resolution, Yuba County, on behalf of the CalWORKs program, can renew and/or amend an agreement with Yuba County Office of Education. In order to eliminate barriers to employment, it is necessary for CalWORKs customers to receive their GED. The Health and Human Services Department has the responsibility and has contracted with Yuba County Office of Education to provide GED education services when necessary to assist CalWORKs families to achieve and maintain self-sufficiency.

DISCUSSION: The services provided under an Agreement will assist participants in achieving self-sufficiency by preparing them for unsubsidized employment, as well as creating job opportunities.

COMMITTEE: The Human Services Committee was bypassed as the renewal of the Agreement is routine in nature and does not involve General Funds.

FISCAL IMPACT: Entering into Agreements with Yuba County Office of Education will not impact County General Funds as the costs for services under the Agreements will be funded through the CalWORKs allocation.

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

**RESOLUTION AUTHORIZING THE CHAIR TO
EXECUTE ON BEHALF OF THE COUNTY OF
YUBA AGREEMENTS FOR CALWORKS
PROGRAM GENERAL EDUCATION DIPLOMA
(GED) COURSES**

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)

Resolution No. _____

WHEREAS, pursuant to the CalWORKs Program, codified in Division 9, Part 3, Chapter 2, commencing with Section 11320, of the California Welfare and Institutions Code, the County of Yuba has the responsibility to provide GED education services to qualified participants when necessary to assist CalWORKs families to achieve and maintain self-sufficiency; and

WHEREAS, the Health and Human Services Department of the County, through its Employment Services, is assigned the responsibility of administering the CalWORKs Program on behalf of the County; and

WHEREAS, it is necessary for the County to enter into multiple contracts with various public and private entities to provide employment services and assessments to CalWORKs customers in order for them to achieve and maintain self-sufficiency; and

WHEREAS, the Yuba County Health and Human Services Department wishes to enter into agreement with the Yuba County Office of Education to provide GED courses to assist in eliminating barriers to employment for individuals and families in the CalWORKs Program for the period July 1, 2015 through June 30, 2016.

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NOW, THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors hereby authorizes the Chair to execute, on behalf of the County of Yuba and upon review and approval of County Counsel, Agreements for GED courses for individuals and families in the CalWORKs program for the period July 1, 2015 through June 30, 2016 and to amend such contracts as necessary.

A copy of the said agreements and any amendments thereto, shall be filed in the office of the Clerk of the Board, County of Yuba.

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

AYES:

NOES:


ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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



The County of Yuba

308-15


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 
Tracy Bryan, Program Manager
Health & Human Services Department

DATE: July 21, 2015

SUBJECT: Resolution Authorizing the Chair to Execute Agreements with Yuba County Office of Education for California Work Opportunity and Responsibility to Kids (CalWORKs) Employment Services and Assessments and Any Amendments or Pertinent Documents Thereto

RECOMMENDATION: It is recommended that the Board of Supervisors approve the Resolution authorizing the Chair to enter into and execute on behalf of County of Yuba agreements with Yuba County Office of Education for CalWORKs program employment services and assessments for the period of July 1, 2015 through June 30, 2016.

BACKGROUND: Through this Resolution, Yuba County, on behalf of the CalWORKs program, can renew and/or amend an agreement, Yuba County Office of Education will provide assessments and employment services to CalWORKs customers in order for them to achieve and maintain self-sufficiency. Assessments are the first step in the career planning process and are used to determine needed education and training activities. These services will eliminate barriers to employment for CalWORKs customers and provide the ultimate goal of becoming self-sufficient.

DISCUSSION: The services provided under an Agreement will assist participants in achieving self-sufficiency by preparing them for unsubsidized employment, as well as creating job opportunities.

COMMITTEE: The Human Services Committee was bypassed as the renewal of the Agreement is routine in nature and does not involve General Funds.

FISCAL IMPACT: Entering into Agreements with Yuba County Office of Education will not impact County General Funds as the costs for services under the Agreements will be funded through the CalWORKs allocation.

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

**RESOLUTION AUTHORIZING THE CHAIR TO
EXECUTE ON BEHALF OF THE COUNTY OF
YUBA AGREEMENTS FOR CALWORKS
PROGRAM EMPLOYMENT SERVICES AND
ASSESSMENTS**

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)

Resolution No. _____

WHEREAS, pursuant to the CalWORKs Program, codified in Division 9, Part 3, Chapter 2, commencing with Section 11320, of the California Welfare and Institutions Code, the County of Yuba is required to provide employment and training programs to qualified participants in the CalWORKs Program; and

WHEREAS, the Health and Human Services Department of the County, through its Employment Services, is assigned the responsibility of administering the CalWORKs Program on behalf of the County; and

WHEREAS, it is necessary for the County to enter into multiple contracts with various public and private entities to provide employment services and assessments to CalWORKs customers in order for them to achieve and maintain self-sufficiency; and

WHEREAS, the Yuba County Health and Human Services Department wishes to enter into agreement with the Yuba County Office of Education to provide employment services and assessments to assist in eliminating barriers to employment for individuals and families in the CalWORKs Program for the period July 1, 2015 through June 30, 2016.

///

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NOW, THEREFORE, BE IT RESOLVED, that the Yuba County Board of Supervisors hereby authorizes the Chair to execute, on behalf of the County of Yuba and upon review and approval of County Counsel, Agreements for employment and assessment services for individuals and families in the CalWORKs program for the period July 1, 2015 through June 30, 2016 and to amend such contracts as necessary.

A copy of the said agreements and any amendments thereto, shall be filed in the office of the Clerk of the Board, County of Yuba.

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

AYES:

NOES:


ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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





COUNTY

DEPARTMENTS

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Steve Durfor, Sheriff
Doug McCoy, Director, Administrative Services *[Signature]*
Date: July 23, 2105
Re: Sheriff Building project update

Recommendation

Provide an update on the Sheriff building project at 720 Yuba Street.

Background

The Sheriff's Facility Project has been more than six years in the making. Actual construction work began the first week of March. We are about 38% of the way to completion; which is currently expected to be about the end of November of this year.

A project concurrent with this construction is the development of a new radio tower with the expectation to greatly enhance the Sheriff's communications throughout the County.

Discussion

As with any construction project there have been some unforeseen circumstances; particularly around the building as we do the earthwork to lay footings and underground work. There have also been a few required design changes; largely due to code compliance issues.

A critical component of the project has been the addition of the radio tower. Late last year, your board approved the funding of construction of a new radio tower to be built in support of the new facility. The original plan at that time was to largely mimic the configuration of existing radio coverage with some improved coverage from a taller broadcast point.

Subsequent studies of our radio configuration have been done as we progressed in our design efforts. We are very excited about an opportunity that has developed to significantly improve our radio coverage to reach numerous poorly covered areas through a simulcast system. This is something we thought would not be possible until some future date, but

recent studies have shown it to now be possible. We are pursuing this design and will be coming back to your Board within the next month or so as we finalize this new plan.

Fiscal Impact

There have been several change orders approved as part of the construction project, and we have used about half of our contingency.

The radio improvements discussed above are still being defined. There will be added cost and we will bring that back to your Board within the next month or so.

The County Of Yuba

OFFICE OF THE COUNTY COUNSEL

915 8TH Street, Suite 111
Marysville, California 95901
(530)749-7565
FAX (530)749-7513



ANGIL P. MORI 310-15
COUNTY CO

JOHN R. VACEK
CHIEF DEPUTY

JOHN C. WHIDDEN
DEPUTY

BOBBIE ROSS TODD
DEPUTY

ERIKA J. STEDMAN
LEGAL SERVICES COORDINATOR

TO: Yuba County Board of Supervisors

FROM: Angil P. Morris-Jones, County Counsel

DATE: July 21, 2015

SUBJECT: A Resolution Approving the Consolidation of all amendments to the Agreement of Three Rivers Joint Powers Authority into a single document and approving the Consolidated JPA Agreement.

Recommendation

That the Board adopt the attached Resolution which approves the Consolidation of all the amendments to the TRLIA Joint Powers Agreement into a single document and the Agreement.

Background and Discussion

At the June 2, 2015, Board Meeting, during Board and Staff Members' Reports and Comments Supervisor Nicoletti gave a brief overview of the TRLIA Board's request to have the geographical boundaries for TRLIA's at-large member changed to the entire County including the incorporated cities of the County. Supervisor Nicoletti received a positive response from the Board of Supervisors to the proposed change.

Thereafter, County Counsel learned that this change will be the Fourth Amendment which will result in the Agreement consisting of five separate documents. The Clerk of the Board and the County Counsel believes that it is appropriate at this time to incorporate the three previous amendments and the Fourth proposed Amendment into one Consolidated Agreement, for efficiency and for benefit of the Public, the Authority, the District and the County of Yuba.

Fiscal Impact

None

Committee Action

None, as this Resolution was prepared at the direction of the Board

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

A RESOLUTION APPROVING THE INCORPORATION OF ALL AMENDMENTS TO THE THREE RIVERS LEVEE IMPROVEMENT AUTHORITY REVISED JOINT EXERCISE OF POWERS AGREEMENT INTO A SINGLE CONSOLIDATED DOCUMENT))))))	Resolution No. _____
--	----------------------------	-----------------------------

WHEREAS, the County of Yuba (the “County”) and the Reclamation District No. 784 (the “District”) are parties to the Revised Joint Exercise of Powers Agreement (the “Agreement”) which formed the Three Rivers Levee Improvement Authority (the “Authority”), in order to facilitate the improvement of levees in the County and to conduct activities related thereto; and

WHEREAS, the County and the District have heretofore amended the Agreement three times resulting in four separate documents; and

WHEREAS, the Authority’s Board of Directors is comprised of two members of the Yuba County Board of Supervisors, two members of the Governing Board of Reclamation District No. 784, and one at-large Director nominated by a majority of the other four Directors; and

WHEREAS, the Authority’s at-large Director must be a person residing and owning real property within the same geographical boundaries as comprise the area from which the South County member of the Yuba County Water Agency is selected or the City of Marysville; and

WHEREAS, the members of the Authority, wish to amend the Agreement a fourth time so that the at-large Director may be a person residing and owning real property anywhere within the geographical boundaries of the County, which includes, but are not limited to, the incorporated cities within the County; and

WHEREAS, the Fourth proposed amendment relating to the at-large member would result in the Agreement consisting of five separate documents, evidencing that the time has come for all the amendments which includes the Fourth Amendment which is proposed for approval herein are incorporated into one consolidated Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby approves the Fourth Amendment to the Three Rivers Levee Improvement Authority Joint

Exercise of Powers Agreement that the at-large Director may be a person residing and owning real property anywhere within the geographical boundaries of the County, which includes, but are not limited to, the incorporated cities within the County.

BE IT FURTHER RESOLVED, by the Board of Supervisors of the County of Yuba as follows:

Section 1. Approves Consolidation of Agreement into One Document. The Board of Supervisors hereby approves the incorporation of all amendments to the Three Rivers Levee Improvement Authority Revised Joint Exercise of Powers Agreement, including the Fourth Amendment, referenced hereinabove, into a single consolidated document (the "Consolidated Agreement") which is attached hereto marked as Attachment "A" and by this reference incorporated herein as though set-forth in full.

Section 2. Official Action. The Board of Supervisors of the County of Yuba hereby approves the Consolidated Agreement and authorizes the Chair of the Board of Supervisors to execute the approved Consolidated Agreement, (and the Clerk of the Board to attest to the Consolidated Agreement in such form is on file with the Clerk of the Board of Supervisors), together with any changes thereto deemed advisable by County Counsel.

Section 3. Effective Date. This Resolution shall take effect upon its adoption.

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

AYES:

NOES:

ABSENT:

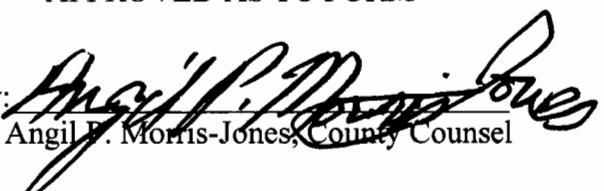
ABSTAIN:

Chairman of the Board of Supervisors

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM

By: _____

By: 
Angil F. Morris-Jones, County Counsel

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JOINT EXERCISE OF POWERS AGREEMENT

by and between the

COUNTY OF YUBA

and

RECLAMATION DISTRICT NO. 784

creating the

THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

Revised JPA Agreement- July 2015
Amendments incorporated herein

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THREE RIVERS LEVEE IMPROVEMENT AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

This Joint Exercise of Powers Agreement (the "Agreement"), which was first entered into and dated for convenience as of April 6, 2004, is by and between the County of Yuba, a political subdivision of the State of California (the "County"), and Reclamation District No. 784, a reclamation district duly organized and existing under the laws of the State of California (the "District").

R E C I T A L S :

WHEREAS, agencies formed under Articles 1-4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the "Act") are permitted to provide financing for any of their members or other local public agencies in the State of California in connection with the acquisition, construction, improvement and maintenance of public capital improvements, working capital requirements or insurance programs of such members or other local agencies; and

WHEREAS, the County and the District wish to form an agency under the Act for the purpose of creating an entity which can assist in providing improvements to the levee system located in the County and related drainage improvements, and for other purposes which are authorized under the Act and this Agreement.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the County and the District do hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California.

"Agreement" means this Joint Exercise of Powers Agreement, as originally entered into or as amended from time to time.

"Associate Member" means a Public Agency which is a party to an Associate Membership Agreement entered into by the Authority and such Public Agency pursuant to Article VII hereof.

"Associate Membership Agreement" means an agreement between the Authority and an Associate Member as described in Article VII hereof.

“Auditor” means the Auditor of the Authority appointed pursuant to Section 3.02.

“Authority” means the Three Rivers Levee Improvement Authority established pursuant to Section 2.02 of this Agreement.

“Board” means the Board of Directors of the Authority referred to in Section 2.03.

“Bond Law” means the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 of the Act (commencing with Section 6584), as now in effect or hereafter amended, Article 2 of the Act (commencing with Section 6540), as now in effect or hereafter amended, or any other law available for use by the Authority in the authorization and issuance of bonds to provide for the financing of Obligations, Working Capital Requirements, Public Improvements and/or liability or insurance needs of any Public Agency.

“Bond Purchase Agreement” means an agreement between the Authority and the County the District or any Public Agency, pursuant to which the Authority agrees to purchase Obligations from the County the District or such Public Agency, as the case may be.

“Bonds” means bonds, notes or other obligations of the Authority issued pursuant to the Bond Law or pursuant to any other provision of law which may be used by the Authority for the authorization and issuance of bonds, notes or other obligations.

“County” means the County of Yuba, California.

“Directors” means the persons appointed to the Board pursuant to Section 2.03.

“District” means Reclamation District No. 784.

“Fiscal Year” means the period from July 1 in any calendar year to and including June 30 in the succeeding calendar year.

“Members” means the County and the District.

“Obligations” has the meaning given to the term “Bonds” in Section 6585(c) of the Bond Law.

“Public Agency” means any public agency authorized by the Act to enter into a joint exercise of powers agreement with the County and the District.

“Public Improvements” means (a) any levee, drainage or flood control improvement and related works and facilities that are within the powers common to the Members to acquire, construct or install, as applicable; and (b) any other improvement in furtherance of the purposes of the Authority and within the scope of the term “Public Capital Improvements” in Section 6585(g) of the Bond Law.

"Secretary" means the Secretary of the Authority appointed pursuant to Section 3.01.

"Treasurer" means the Treasurer of the Authority appointed pursuant to Section 3.02.

"Working Capital Requirements" means the requirements of any Public Agency for funds to be used by, or on behalf of, such Public Agency for any purpose for which such Public Agency may borrow money pursuant to Section 53852 of the Government Code of the State of California.

ARTICLE II GENERAL PROVISIONS

Section 2.01. Purpose. This Agreement is made pursuant to the Act providing for the joint exercise of powers common to the County and the District, and for other purposes as permitted under the Act, the Bond Law and as agreed by the parties hereto. The primary purpose of this Agreement is to provide for flood control improvements located in the County, including improvements to the levee system and related drainage improvements. The Authority may undertake any activities necessary or desirable to achieve its primary purpose including but not limited to (a) the power to study, plan for, design, develop, acquire, and construct and repair improvements, (b) the acquisition and holding of title to land by eminent domain proceedings, as necessary for levee system improvements, related drainage improvements and/or habitat mitigation incident to any such improvements; and (c) the provision of financing for improvements, maintenance of improvements, and related activities, including financing by means of the creation of one or more community facilities districts, assessment districts or other financing districts, the entering into of lease and/or installment sale obligations, the issuance of revenue or other notes, bond or evidence of indebtedness, and the imposition of appropriate impact or other fee obligations. The Authority may conduct activities alone, or in cooperation with any Member, any Associate Member, the State of California or any agency or political subdivision thereof, the United States or any department or agency thereof, or other entities. It is not contemplated that the Authority will in any way perform periodic levee maintenance activities which the District, other reclamation districts or other governmental or non-governmental entities are obligated to do or which otherwise in the past have been done by them.

Section 2.02. Creation of Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "Three Rivers Levee Improvement Authority." The Authority shall be a public entity separate and apart from the County the District, any Associate Member and any other Public Agency, and the Authority shall administer this Agreement.

Section 2.03. Board of Directors. The Authority shall be administered by a Board of Directors consisting of five (5) Directors, unless and until such number is changed by amendment of this Agreement. The Board shall be called the "Board of Directors of the Three Rivers Levee Improvement Authority." All voting power of the Authority shall reside in the Board.

The Directors of the Authority shall be comprised of (a) two members of the Yuba County Board of Supervisors, (b) two members of the Governing Board of the District, and (c) one at-large member nominated by a majority of the other four Board members. The at-large Director of the Authority shall be a person residing and owning real property within the geographical boundaries of Yuba County which includes, but are not limited to, the incorporated cities within the County of Yuba. The nominee shall be presented to the Board of Supervisors and the District Governing Board for consideration. A nominee shall be appointed to the Board upon a majority vote of both the Board of Supervisors and the District Governing Board. The nominee, upon appointment, shall serve at the will of a majority of the Board of Supervisors and the District Governing Board. The Board of Supervisors of the County shall from time to time designate the members of the Board of Supervisors who shall act as Directors and the Governing Board of the Reclamation District shall from time to time designate the members of its Governing Board who shall act as Directors.

The County shall file with the District and the Secretary of the Authority the resolution or resolutions of the County Board of Supervisors designating the members of the Board of Supervisors of the County who will serve as the initial County-designated Directors of the Authority, and any resolution or other written evidence of action by the Board of Supervisors designating successors to such initial or any future County designated Director. The County agrees to promptly designate a successor to any County-designated Director. The County agrees to promptly designate a successor to any County-designated Director if any such person ceases to be a member of the Board of Supervisors of the County.

The District shall file with the County and the Secretary of the Authority the resolution or resolutions of the District designating the members of the Governing Board of the District who will serve as the initial District-designated Directors of the Authority, and any resolution designating successors to such initial and any future District-designated Director. The District agrees to promptly designate a successor to any District-designated Director if any such person ceases to be a member of the Governing Board of the District.

The at-large Director shall file with the County, the District and the Secretary of the Authority a written notice accepting appointment as Director.

Section 2.04. Meetings of the Board.

(a) Regular Meetings. The Board shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held each year. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with the County and the District.

(b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M.

Brown Act (being Section 54950 et. seq. of the Government Code of the State of California).

Section 2.05. Actions Taken. The Secretary shall cause to be kept records, consistent with County policy, of all actions taken by the Board at all meetings of the Board and shall, as soon as possible after each meeting, make such records available for inspection by each Director and the Members.

Section 2.06. Voting. Each Director shall have one vote.

Section 2.07. Quorum; Required Votes; Approvals. Three or more Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of a majority of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board.

Section 2.08. Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings and as the Board may deem necessary or advisable for the purposes hereof.

Section 2.09. Compensation of Directors. The Board shall determine the compensation, if any, to be paid for the services of the Directors.

ARTICLE III OFFICERS AND EMPLOYEES

Section 3.01. Chairperson, Executive Director and Secretary. The County Administrator and the Clerk of the Board of Supervisors of the County are hereby designated as the Executive Director and Secretary, respectively, of the Authority. The Board shall select a Chairperson from among its members who shall serve as Chairperson until such person is no longer a member of the Board or a new Chairperson is appointed by the Board. The officers shall perform the duties normal to said offices. The Chairperson or the Executive Director (or any other person authorized by resolution of the Board) shall sign contracts on behalf of the Authority, and the Chairperson shall perform such other duties as may be imposed by the Board. The Executive Director shall administer the day-to-day affairs of the Authority and shall execute the policies and directives of the Board. The Secretary shall attest all contracts signed by the Chairperson or the Executive Director on behalf of the Authority (unless otherwise specified by resolution of the Board), perform such other duties as may be imposed by the Board and cause a notice of this Agreement to be filed with the Secretary of State pursuant to the Act.

Notwithstanding the foregoing, the Board, in its discretion, may at any time determine to employ someone other than the person serving as County Administrator to be the Executive Director of the Authority, and any person so employed shall be the Executive Director of the Authority rather than the County Administrator. Any such person so employed shall serve at the pleasure of the Board, and the terms of employment shall be subject to approval by the Board. Upon termination or resignation of any person serving as Executive Director, until

another person is employed by the Board to serve in that capacity, the County Administrator shall serve as the Executive Director of the Authority.

Section 3.02. Treasurer and Auditor. Pursuant to Section 6505.5 of the Act, the County Treasurer is hereby designated as the Treasurer of the Authority and the County Auditor is hereby designated as the Auditor of the Authority. The Treasurer shall be the depository, shall have custody of all of the accounts, funds and money of the Authority from whatever source, shall have the duties and obligations of the treasurer set forth in Sections 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The Auditor shall have the duties and obligations of the auditor set forth in Sections 6505 and 6505.6 of the Act, including the obligation to make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority, which audit may be combined with any audit of the accounts and records of the County, the District and/or any other Public Agency.

The Auditor is hereby authorized and directed to prepare or cause to be prepared such audits and reports as required pursuant to Section 6505 of the Act.

Section 3.03. Officers in Charge of Records, Funds and Accounts. Pursuant to Section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 3.04. Bonding Persons Having Access to Authority Records. From time to time, the Board may designate persons, in addition to the Executive Director, the Secretary, the Treasurer and the Auditor, having charge of, handling or having access to any records, funds or accounts or any Public Improvement of the Authority, and the respective amounts of the official bonds of the Executive Director, the Secretary, the Treasurer, Auditor and such other persons pursuant to Section 6505.1 of the Act.

Section 3.05. Legal Advisor. The Board shall employ an attorney or firm of attorneys to act as the legal advisor to the Authority, and such attorney or firm of attorneys shall perform such duties as may be prescribed by the Board. The Board may also employ other attorneys or firms of attorneys to advise the Board as to specialized areas of law. All such attorneys or firms of attorneys shall serve at the pleasure of the Board, and the terms of employment shall be subject to approval by the Board.

Section 3.06. Other Employees. The Board shall have the power by resolution to appoint and retain such other consultants and independent contractors as may be necessary for the purposes of this Agreement.

Section 3.07. Privileges and Immunities. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees

of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement. The provisions of Section 6513 of the Act are hereby incorporated into this Agreement by reference.

None of the officers, agents, or employees of the Authority shall be deemed, by reason of their employment by the Authority to be employed by the County or the District or, by reason of their employment by the Authority, to be subject to any of the requirements of the County or the District.

Section 3.08. Assistant Officers. The Board may by resolution appoint such assistants to act in the place of the Secretary or other officers of the Authority (other than any Director), and may by resolution provide for the appointment of additional officers of the Authority who may or may not be Directors, as the Board shall from time to time deem appropriate.

Section 3.09. Compensation of Officers. The Board shall determine the compensation, if any, to be paid for the services of (a) the Executive Director, the Secretary, and any other officers (other than the Treasurer and the Auditor), assistant officers or other employees of the Authority; and (b) counsel to the Authority and any other agent or consultants appointed and retained by the Authority. Pursuant to Section 6505.5 of the Act, the Board of Supervisors shall determine charges, if any, to be made against the Authority for the services of the Treasurer and the Auditor.

ARTICLE IV POWERS

Section 4.01. General Powers. The Authority shall exercise the powers granted to it under the Act, including but not limited to the powers set forth in the Bond Law and the powers of each of the Members as may be necessary to the accomplishment of the purposes of this Agreement specified in Section 2.01, subject to the restrictions set forth in Section 4.04. As provided in the Act, the Authority shall be a public entity separate from the County the District any Associate Member and any other Public Agency.

Section 4.02. Power to Issue Bonds. The Authority shall have all of the powers provided in the Act and in the Bond Law, including the power to issue Bonds thereunder.

Section 4.03. Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers in furtherance of the purposes of the Authority set forth in Section 2.01, including but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;

(c) to acquire, construct, manage, maintain or operate any Public Improvement, including the common power of the County the District and any Associate Member to acquire any Public Improvement by the power of eminent domain or any other lawful means;

(d) to sue and be sued in its own name;

(e) to issue Bonds and otherwise to incur debts, liabilities or obligations; (including but not limited to lease and installment sale obligations) provided, however, that no such Bond, debt, liability or obligation shall constitute a debt, liability or obligation of the County the District, any Associate Member or any other Public Agency;

(f) to apply for, accept, receive and disburse grants, loans and other assistance from any agency of the United States of America or of the State of California, or from any other public or private entity;

(g) to invest any money in the treasury pursuant to Section 6505.5 of the Act which is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code of the State of California;

(h) to apply for letters of credit or other form of financial guarantees in order to secure the repayment of Bonds and enter into agreements in connection therewith;

(i) to carry out and enforce all the provisions of this Agreement;

(j) to make and enter into Bond Purchase Agreements and any other agreements, assignments and documents of any nature whatsoever as may be necessary or convenient in the exercise of its powers hereunder or under the Act;

(k) to purchase Obligations of or to make loans to any Member, any Associate Member or any other Public Agency for the purposes hereof, or to refinance indebtedness incurred by any Member, any Associate Member or any other Public Agency in connection with any of the purposes hereof;

(l) to establish and incur indebtedness for community facilities districts under the Mello-Roos Community Facilities Act of 1982, as amended, and to establish assessment districts under the Improvement Act of 1911, as amended, the Municipal Improvement Act of 1913, as amended, or any other statute permitting the establishment of a financing district, and to incur indebtedness of any such district under the Improvement Bond Act of 1915 or any other assessment financing law;

(m) to establish, impose and collect such fees (including, but not limited to, development impact and other similar fees) as may be necessary or appropriate to carry out the purposes of the Authority and to provide for the administration of the Authority;

(n) to exercise any and all other powers as may be provided in the Act or in the Bond Law; and

(o) to acquire and hold title to real property.

Section 4.04. Restrictions on Exercise of Powers. The powers of the Authority shall be exercised in the manner provided in the Act and in the Bond Law, and, except for those powers set forth in the Bond Law, shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon the County in the exercise of similar powers.

Section 4.05. Obligations of Authority. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the County the District, any Associate Member or any other Public Agency.

Section 4.06. Non-Liability for Obligations, Activities or Operation of the Authority. No Member, Associate Member, Director, officer, agent, consultant to or employee of the Authority shall be individually or personally liable for the payment of any obligation of the Authority or be subject to any personal liability or accountability by reason of any obligation of the Authority; but nothing herein contained shall relieve any such Member, Associate Member, Director, officer, agent, consultant or employee from the performance of any official duty provided by law or by the instruments authorizing the issuance of any obligations of the Authority. No Member, Associate Member, Director, officer, agent, consultant or employee of the Authority shall be liable for any activity or undertaking of the Authority, except as provided in Section 895.2 of the California Government Code (which Section shall in no event impose any liability upon the Members or any Associate Member for any claim of inverse condemnation or similar liability that may arise from the activities of the Authority).

Without in any way limiting the provisions of the preceding paragraph, no Member or Associate Member of the Authority shall have any responsibility or liability whatsoever for any expenses, bills, contracts, undertakings, agreements or any other obligations whatsoever of the Authority.

Section 4.07. Indemnification of Members. The Authority shall, to the fullest extent allowable under applicable law, indemnify and hold harmless each of the Members for and against any claim, action, liability, penalty or other imposition whatsoever imposed upon such Member by reason of (a) the activities of the Authority, or (b) such Member being a party to this Agreement.

ARTICLE V CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS

Section 5.01. Voluntary Contributions. The Members may in the appropriate circumstance: (a) make contributions from their treasuries for the purposes set forth herein, (b)

make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as determined by the Board and the applicable Member, or (d) use their personnel, equipment or property in lieu of other contributions or advances.

Section 5.02. Accounts and Reports. To the extent not covered by the duties assigned to a trustee or fiscal agent chosen by the Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any fiscal agent agreement or trust agreement entered into with respect to the proceeds of any Bonds issued by the Authority. The books and records of the Authority in the hands of a fiscal agent, trustee or the Treasurer shall be open to inspection at all reasonable times by representatives of the Members. Within 180 days after the close of each Fiscal Year an annual report of all financial activities for such Fiscal Year shall be presented to the Members. The trustee or fiscal agent appointed under any indenture, trust agreement or fiscal agent agreement related to Bonds of the Authority shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said indenture, trust agreement or fiscal agent agreement. Said trustee or fiscal agent may be given such duties in said indenture, trust agreement or fiscal agent agreement as may be desirable to carry out this Agreement.

Section 5.03. Funds. Subject to the applicable provisions of any instrument or agreement which the Authority may enter into, which may provide for a trustee or fiscal agent to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have custody of and disburse Authority funds as nearly as possible in accordance with generally accepted accounting practices, and shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 5.04. Annual Budget and Administrative Expenses. The Board may adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the Authority, on or about July 1st of each year. The estimated annual administrative expenses of the Authority shall be allocated in such budget by the Authority to the Members in such proportion as the Board shall determine.

ARTICLE VI TERM

Section 6.01. Term. This Agreement shall become effective, and the Authority shall come into existence, on the date of execution and delivery hereof, and this Agreement and the Authority shall thereafter continue in full force and effect for at least forty (40) years (unless earlier terminated by unanimous vote of the Members and any then Associate Members), but in any event so long as either (a) any Bonds remaining outstanding or any material contracts to which the Authority is a party remain in effect, or (b) the Authority shall own any interest in any Public Improvements or land.

Section 6.02. Disposition of Assets. Upon termination of this Agreement, all property of the Authority, both real and personal, shall be conveyed as determined by the Board at the time of such termination.

ARTICLE VII ASSOCIATE MEMBERSHIP AGREEMENTS

Section 7.01. Power to Enter Into Associate Membership Agreements. In addition to those powers specified in this Agreement, the Authority shall have the power to enter into Associate Membership Agreements with any Public Agency located in California, or with the State of California or any agency or instrumentality thereof, upon the approval thereof by the Board.

Section 7.02. Contents of Associate Membership Agreements. Each Associate Membership Agreement shall:

- (a) State that the prospective Associate Member is an associate member of the Authority;
- (b) Specify that the purpose of the Associate Membership Agreement is to facilitate the financing or refinancing of public improvements located within the jurisdiction of the applicable Associate Member;
- (c) Restrict the powers of the prospective Associate Member with respect to the Authority to those enumerated in this Article VII;
- (d) Specify that the prospective Associate Member shall not have the power to vote on any action to be taken by the Authority and no officer, councilmember, board member or employee of the Associate Member shall become an officer of the Authority or a Director; and
- (e) Specify the fees, if any, to be charged the prospective Associate Member for its participation in financings of the Authority.

Section 7.03. Approval of Associate Membership Agreements. In determining whether to approve an Associate Membership Agreement with a prospective Associate Member, the Directors may take into account any criteria deemed appropriate to the Directors, including but not limited to the financial viability of the project within the jurisdiction of the Associate Member proposed to be served by the public improvements to be financed.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 8.01. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to the address of each party hereto as set forth below, or as otherwise provided by a party hereto in writing to each of the other parties hereto:

If to the County:	County of Yuba 915 8th Street, Suite 115 Marysville, CA 95901 Attention: County Administrator
If to the District:	Reclamation District No. 784 1594 Broadway Marysville, CA 95901 Attention: President

Section 8.02. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.03. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 8.04. Law Governing. This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

Section 8.05. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of Bonds issued by the Authority or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 8.06. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 8.07. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 8.08. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members. No Member may assign any right or obligation hereunder without the written consent of the other Member.

Section 8.09. Termination of Prior Agreement. This Agreement shall supersede in its entirety any previously executed agreement creating the Authority, and any such prior agreement is hereby terminated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year set opposite the respective names of each of the parties.

COUNTY OF YUBA

Date: _____, 2015

By: _____
Chair of the
Board of Supervisors

ATTEST:

By: _____
Clerk of the
Board of Supervisors

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

By: 

RECLAMATION DISTRICT NO. 784

Date: _____, 2015

By: _____
President

ATTEST:

By: _____
Secretary

Revised JPA Agreement July 2015
Amendments incorporated herein




The County of Yuba

Office of the County Administrator

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

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

Date: July 21, 2015
To: Board of Supervisors
From: Robert Bendorf, County Administrator 
By: Grace Mull, Management Analyst
Re: First 5 Commission Membership Structure

RECOMMENDATION

It is recommended that the Board of Supervisors receive letter from First 5 Commission dated May 29, 2015 regarding revisions to the First 5 Commission's membership structure and provide direction as appropriate.

BACKGROUND/DISCUSSION

On May 28, 2015, First 5 Commission members discussed their current membership structure and subsequently recommended changes as noted in the letter to your Board. The recommended changes specifically identify the members of the Commission based on their positions within the organizations noted, and if implemented, would require revisions to Yuba County Ordinance Code 4.45.050.

Staff is seeking direction regarding application of the requested revisions to the Ordinance Code and, if directed to do so, will bring back to your Board at a later date for approval.

COMMITTEE ACTION

This item was not heard at Committee level.

FISCAL IMPACT

There is no fiscal impact associated with this item as it is administrative only.

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Commission

May 29, 2015

Scotia Holmes-Sanchez
Chair

Supervisor Andy Vasquez
Vice -Chair

Jim Arnold

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

Melinda Staples

RE: Yuba County Ordinance Title IV. Chapter 4.45

Joginder Sekhon

Dear Esteemed Supervisors,

Sally Sokoloski

Pam Morasch

This letter is to formally notify the Yuba County Board of Supervisors the First 5 Commission continues to seek positive change for young children and their families in Yuba County. In order to maintain an active leadership role prescribed by Proposition 10, the Commission discussed its current membership at its May 28, 2015 meeting.

Commission Staff

Cynthia Sodari
Executive Director

Karen Ewing

Claudia Contreras

In general, the Commission must include at least one member of the Board of Supervisors and two other county managers involved in children and family services. In the absence of specific county positions, the statute provides some flexibility to counties in the appointment of its membership to fill the seats accordingly. Many county commissions across the state directly identify community leadership position from the list of eligible representatives provided in the statute to ensure adherence to state accountability standards.

Commission members Scotia Holmes-Sanchez, Andy Vasquez, Jim Arnold, Pam Morasch and Joginder Sekhon were present at the May 28, 2015 meeting and consensually agreed the appointment of such positions as presented below is essential to the Commission's authority to improve the systems of care for young children and families in Yuba County.

*"The membership shall consist of the Yuba County **Director of Human Services-Social Services or management designee, Yuba County Director of Public Health or medical-public health designee, the Yuba County Chief Probation Officer or management designee, and the Yuba County Office Education Superintendent or local school district designee.***

The fifth and sixth members shall be selected by the Board of Supervisors from among the list of representatives provided in the statute. The seventh member shall be a member of the Board of Supervisors."

We especially appreciate your individual dedication and efforts in serving young children and their families in Yuba County. Please consider the information presented in this letter as you see fit. Should you have any questions or require additional information, please contact me directly, (530) 749-4877.

In partnership,

Cynthia Sodari
Executive Director
First 5 Yuba Commission

Cc: Robert Bendorf, County Administrator



Celebrating 15 years for Kids:
By voter mandate
First 5 is committed to improving
children's health,
school readiness
and family functioning.

4.45.050. - Members; number.

The Commission shall consist of seven members.

- (1) One member of the County Commission shall be a member of the Board of Supervisors.
- (2) Two members of the County Commission shall be from among the County Health Officer and persons responsible for management of the following County functions: children's services, public health services, behavioral health services, social services, and tobacco and other substance abuse prevention and treatment services.
- (3) The remaining four members of the County Commission shall be from among the persons described in Subsection (2) of this Section, and persons from the following categories:
 - a. Recipients of project services included in the County Strategic Plan;
 - b. Educators specializing in early childhood development;
 - c. Representatives of a local child resource or referral agency, or a local child care coordinating group;
 - d. Representatives of a local organization for prevention or early intervention for families at risk;
 - e. Representatives of community based organizations that have the goal of promoting nurturing and early childhood development;
 - f. Representatives of local school districts; and
 - g. Representatives of local medical, pediatric, or obstetric associations or societies.

(Prior Code, § 4.45.050; Ord. No. 1238; Ord. No. 1293)

State law reference— Commission membership, Health and Safety Code § 130140.



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

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Steve Durfor, Sheriff
Doug McCoy, Director, Administrative Services
Date: July 23, 2105
Re: Application for SB 863 funding for possible jail expansion

Recommendation

Approve the County to apply for funding under SB863 for expansion of the Yuba County jail.

Background

The Board of State and Community Corrections (BSCC) is making available funding to counties for Adult Local Criminal Justice Facilities Construction; with a particular emphasis on development of treatment and programming spaces. Our current jail design has very limited space available for functions such as medical/mental health treatment and classroom/program space.

Discussion

The BSCC's focus for this funding is to improve jail 'housing' with an emphasis on expanding program and treatment space to manage the adult offender population under its jurisdiction. The Board's belief is that improved county adult criminal justice housing with an emphasis on expanding program and treatment space will enhance public safety throughout the state by providing increased access to appropriate programs and treatment. It's these programs that are often most challenged for space and resources.

The preliminary design concept for Yuba County would be to expand the front of the jail 'out' closer to Fifth Street to create space allotted to jail medical requirements, mental health requirements, and classroom spaces. And building on the regional concept of some of our other facilities, there is the possibility of making and sharing some of these spaces with Sutter County.

The RFP from the BSCC contains language that small Counties may petition to be absolved of providing a match to the funding; so it is within reason that this project could be performed with no cash outlay from the County.

Due to the short turnaround requirement from the BSCC, we plan to enlist the support and assistance of the Vanir construction management team. This is the team that was successful in helping Yuba County obtain SB 81 funding for the Tri-County Juvenile Hall.

Fiscal Impact

There is fiscal impact to the County for the application costs to contract with Vanir (estimated to be \$35 to 40k - depending on how much we can do internally and how much assistance we'll need from Vanir), but these costs can be funded through Criminal Justice Impact fees.



*ORDINANCES
AND
PUBLIC HEARINGS*

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

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314-15

TO: Board of Supervisors

FROM: Kevin Mallen, CDSA Director
Wendy W. Hartman, Planning Director

SUBJECT: Consideration of adopting a Negative Declaration and adoption of the Yuba County Development Code and Zoning Map (Project includes rescinding the East Linda Specific Plan, Olivehurst Avenue Specific Plan and River Highlands Community Plan).

DATE: July 21, 2015

RECOMMENDATION

The Planning Commission recommends that the Board of Supervisors take the following actions:

1. Adopt the Initial Study and Negative Declaration for the Yuba County Development Code and Zoning Map Update;
2. Adopt the Yuba County Development Code and Zoning Map; and,
3. Rescind the East Linda Specific Plan, Olivehurst Avenue Specific Plan and River Highlands Community Plan.

BACKGROUND

In June 2011, the Yuba County Board of Supervisors adopted the Yuba County 2030 General Plan and EIR. Zoning and land use ordinances are typically used to implement the goals and policies of the General Plan. As such, the Yuba County 2030 General Plan (GP) calls for comprehensive revisions to the County's zoning ordinance and related land use regulations which have not been comprehensively updated since the 1980s. Currently zoning and land use regulations primarily reside in two separate titles of the County Code: Titles XI and XII. As part of the update these two titles are being combined to provide a more fluid land development document.

The Update will guide future development and design to implement the 2030 General Plan by:

- Promoting quality design through standards and performance requirements;
- Responding to community concerns about neighborhood character and economic development;
- Protecting agricultural lands, rural landscapes, and other natural resources;
- Revitalizing existing suburban and urban neighborhoods;
- Complying with State and federal requirements and current case law;
- Streamlining development review and approval processes including environmental review; and
- Providing clear, concise, and consistent regulations while still providing mechanisms to allow for deviations.

Public Participation: The Development Code Update process began in 2011. The Board appointed five members of the general public and two members of the Planning Commission to an Advisory Committee to act as a sounding board for staff in developing key concepts that would be incorporated into the Draft Development Code. All Advisory Committee meetings were open to the public. In addition, there were several public workshops and meetings with the Planning Commission and Board to discuss various aspects of the Development Code and Zoning Map update. Over the last three and half years CDSA staff has met with various stakeholder groups and responded to numerous questions from the general public by phone, email, counter meetings and through zoning inquiries. Information on the public meetings and workshops is available on the Update website at www.yubazoinupdate.org

DISCUSSION

Development Code: The current Zoning Ordinance (Title XII) utilizes a separate chapter for each zone district. It also lacks tables and graphics to assist in explaining concepts. By separating each zone district into a separate chapter there is not only a lot of repetitiveness, but terms are not used uniformly between chapters. For example one chapter may use the term self storage facility and another may use mini-storage. This can lead to confusion on whether they mean the same thing, but also makes it difficult to easily identify what uses can occur in which zone districts. Title XI: Development Code currently includes all of the other supporting land use requirements such as but not limited to grading, drainage, subdivisions and environmental review. The two Titles have been piecemealed over the last 30 years and as such there are often discrepancies between chapters and regulations.

Development Code Layout: The proposed Development Code combines Titles XI and XII together to eliminate some of the repetitiveness and discrepancies but also to create a more fluid administrative document that is also user friendly for the public. The proposed Development Code contains six Divisions:

- I. Introductory Provisions
- II. Zoning and Overlay Districts
- III. Regulations Applying to Some or all Districts
- IV. Land Divisions
- V. Administration
- VI. General Terms

Division I lays out the County's authority for establishing a Development Code. Division II contains all of the proposed Zoning Designations which have been grouped together based on General Plan Land Use Designations and similarity between the districts: Agricultural Districts, Rural Community Districts, Residential Districts, Commercial and Mixed-Use Districts, Industrial Districts, Natural Resource Districts, Special Purpose Districts and Overlay Districts. This allows for the creation of tables to easily identify the uses that are allowed and the development standards that are applicable to each of the zones within a district. Table 11.04.020: Base and Overlay Zoning Districts provides a listing of the proposed zone district, the previous name if applicable, and the associated General Plan designation. For the most part there have been only minor changes to the naming protocols of various zone districts: for example Single Family Residential will change from R-1 to RS and properties located within a Rural Community Boundary will be called Rural Residential (RR) rather than Agricultural/Rural Residential to identify that they are in a community boundary.

There are also a few new zone districts such as Agricultural Industrial (AI) to identify existing lands that have agricultural processing or future lands that are suitable for agricultural processing and related types of agricultural or industrial uses.

There are five types of commercial districts within the VGB: General Commercial (existing) and four new districts Commercial Mixed-Use (CMX), Neighborhood Mixed-Use (NMX), Employment Center (EC), and Downtown Core (DC). The Downtown Core district replaces the mixed use district that is currently along Olivehurst Avenue. By having more variation in the types of commercial districts, the County will be able to better serve the surrounding communities by having different scales of commercial services. For example the neighborhood mix-use districts will tend to provide small localized eateries, retail and other services to meet the needs of the immediate surrounding area. General Commercial allows for more outdoor or noisier commercial uses and Employment Center districts provide areas for large campus style employment centers.

Division III provides regulations for a variety of specific uses (such as but not limited to animal keeping, home occupations, ranch marketing, and wineries). This section is what allows the County to move some uses that are currently prohibited or require approval of a major conditional use permit (CUP) to be allowed with a lower level permit such as a Zoning Clearance or Administrative Use Permit. For more information on Division III and the rest of the Development Code, please refer to Attachment 3: Development Code Review Guide.

Development Standards: For the most part, the current Zoning Ordinance does not have separate standards for urban, rural, and agricultural lands. Throughout the Development Code there are references to the Valley Growth Boundary (inside or outside). This allows the County to have different standards of development for the more urban areas of the County and the rural and agricultural areas of the County. The concept of the Valley Growth Boundary (VGB) was established as part of the 2030 General Plan. The boundaries of the VGB primarily contain the existing communities of Arboga, Linda (East and West), Olivehurst, and Plumas Lake as well as future growth areas along the Highway 65 corridor and a planning reserve area south of East Linda.

Some examples of different standards within or outside the VGB include parking ratios and parking lot standards, landscaping standards, signage, and road improvement standards.

Zoning Map: The proposed Zoning Map was based off the 2030 General Plan Land Use Map, current Zoning Map, and current development conditions. For example there are areas of the county that are currently designated with 40 or 80 acre minimums but the actual parcel sizes may range from five to ten acres in size. In many instances where this has occurred, the proposed zoning map provides a zoning designation that more closely relates to the existing development pattern (RE, AR-5, or AR-10) without encouraging the ability to further subdivide if the properties are located outside of a Rural Community Boundary or VGB.

Rural Communities: Areas identified within a Rural Community Boundary of the 2030 General Plan are primarily designated as Rural Residential (RR) if the current zoning is A/RR-5 or Residential Estate if the current zoning allowed for a smaller parcel size or where groups of parcels are already less than five acres in size. Other zone districts within rural communities may include: Rural Commercial (RC) to identify areas with existing commercial development or that are appropriately located for future rural commercial uses, Public Facilities (schools, post offices, fire departments, etc...) and Resource Preservation and Recreation (RPR) to identify public or private recreation or conservation lands.

The 2030 General Plan significantly reduced the community size of the former River Highlands Community Plan boundary and renamed the area as the Smartsville Rural Community. As part of the Update, the River Highlands Community Plan will be rescinded.

Valley Growth Boundary: This area of the County contains the full array of zoning districts from low to high density residential, public facility, industrial, and commercial districts. Consistent with the Olivehurst Sustainable Community and Economic Revitalization Plan (OSCER) adopted by the Board in January 2013, many of the vacant and underutilized parcels in Olivehurst have been upzoned to Medium Density Residential (RM) and some of the previously zoned residential parcels with commercial development have been zoned to Neighborhood Mixed-Use or Commercial Mixed-Use. Olivehurst Avenue from 7th to 5th Streets has been designated as Downtown Core consistent with the OSCER Plan. Due to the visioning exercise that was done as part of the OSCER Plan along with the State's elimination of Redevelopment Agencies, the Olivehurst Avenue Specific Plan is being rescinded as part of the Update.

Another planning area within the VGB that will be changed thru the Update is the East Linda Specific Plan area. The Board of Supervisors adopted the East Linda Specific Plan (ELSP) in 1990. Since 1990, ELSP has been amended numerous times and in many instances no longer reflects the land use assumptions made in 1990 such as different noise contours for Beale AFB, changes in school and park locations, or the Highway 70 Bypass running through the area. In addition, the ELSP included 13 different residential zone districts to provide a range of housing types and densities. The Development Code update provides for a similar range of densities within three residential zoning districts. The ELSP was incorporated into the County's Zoning Ordinance and is not a stand-alone planning document. Therefore, adoption of the Development Code and Zoning Map update will replace the zoning designations and development standards of all property within the ELSP.

Natural Resource Areas: The 2030 General Plan Natural Resource areas are designated on the proposed Zoning Map as Exclusive Agriculture (AE 40 and AE 80) in the valley agricultural areas of the County and Agricultural Residential (AR 20) or AE 40 in the foothill and mountain areas of the County (similar to the zoning that exists today). Where smaller parcels currently exist outside rural community boundaries and the VGB, the parcels have been designated as AR-5 or AR-10. Areas that are currently under the Timber Production Act tax credit program will continue to be designated as Timber Production (TP). The goldfields area will continue to be designated for mining uses (Extractive or EX). Areas that are owned by government entities (i.e. BLM, Forrest Service, Yuba County Water Agency, etc...) or that have permanent conservation easements or are used for public or private recreation are designated as Resource Preservation and Recreation (RPR).

There is a newly established zone district, Agricultural Industrial that is used throughout the County to identify areas with existing agricultural processing facilities or areas suitable for agricultural processing and related types of agricultural or industrial uses (primarily in the Employment Village area of the county).

ENVIRONMENTAL REVIEW

The Development Code and Zoning Map Update implement several action items of the 2030 General Plan. An EIR was prepared and certified for the 2030 General Plan on June 7, 2011. An Initial Study was prepared for the Update that tiered off of the 2030 General Plan EIR pursuant to Section 15152 of the CEQA Guidelines (Attachment 4). The Update, by itself, does not propose or authorize any

development. Future land uses that occur pursuant to the proposed DC and Zoning Map would be required to conform to all applicable regulations, performance standards and design standards of the DC and the 2030 General Plan. Therefore a Negative Declaration was prepared pursuant to CEQA. Staff released the Notice of Availability of the Negative Declaration on April 29, 2015 to begin the environmental process for the Update. The public comment period ended on May 19, 2015. Only one letter was received that directly pertained to the Initial Study and Negative Declaration. The California Central Valley Water Quality Control Board (CCVWQCB) submitted their standard letter indicating permits are required for any project that disturbs more than one acre of land along with other State permit requirements. The County historically includes the CCVWQCB requirements in all conditions of approval for projects that include land disturbance.

PLANNING COMMISSION HEARING

On May 20, 2015 the Yuba County Planning Commission held a public hearing on the Project. Comment letters and public testimony were received on the following key topics (Where minor clarifications or grammatical errors were noted the changes are included in the Proposed Development Code and Zoning Map and are not listed below):

1. Allowing chickens in Plumas Lake Specific Plan
2. Allow light and general industrial uses within the Agricultural Industrial Zone District (AI)
3. Hunting and fishing on private property
4. Extractive Zone District (EX) should better reflect current Extractive Industrial District (M-2)
5. Wineries and tasting room standards – suggested changes
6. Bed and Breakfast regulations are too restrictive
7. Standards for temporary agricultural and employee housing
8. Communication facility standards
9. Cluster Development (16-LUP)
10. Zoning Map requested changes
11. Allow a single family residence by right in the Timber Production Zone
12. Allowed number of horses

After closing the public hearing, the Planning Commission unanimously recommended that the Board of Supervisors adopt the Yuba County Development Code, Zoning Map and Negative Declaration. The Commission also recommends that the Board rescind the East Linda Specific Plan, Olivehurst Avenue Specific Plan and River Highlands Community Plan. The Draft Minutes from the May 20, 2015 Planning Commission hearing are included in Attachment 6. The full staff report including attachments, draft minutes, and presentation slides are available on the Update website at www.yubazoningupdate.org or can be reviewed at the Planning Department during normal business hours.

A workshop was held with the Board of Supervisors on June 4, 2015 to review the comments received as part of the Planning Commission hearing, discuss the Planning Commission's recommendations, and to provide additional direction to staff on changes to the Development Code and Zoning Map. Those changes are reflected in the Proposed Development Code and Zoning Map dated June 12, 2015. Key changes made between the Second Public Review Draft Development Code and the Proposed Development Code is provided in Attachment 8 in an underline/strikeout fashion to identify the change.

PUBLIC COMMENTS

Comments on Public Review Drafts: To date the County has received comment letters from residents, interested persons, and a variety of local and state agencies. Comments that were received on the first public review drafts of the Development Code and Zoning Map were reviewed by the Board of Supervisors on January 27, 2015 and March 3, 2015. The Board provided direction to staff and those changes were incorporated into the second public review drafts of the Development Code and Zoning Map. As previously discussed, additional comments were received on the second public review drafts of the Development Code and Zoning Map and were reviewed by the Planning Commission at their May 20, 2015 meeting. The Public comments received on the public review drafts are available on the Update website: www.yubazoningupdate.org under the meeting dates that they were discussed with the Board (1/27/15 and 3/3/15) and Planning Commission (May 20, 2015).

Comments on Proposed Development Code and Zoning Map: The Proposed Development Code and Zoning Map were released for public review on June 12, 2015. Comment letters received by July 6, 2015 have been included in Attachment 5A and staff response to the comments received is included in Attachment 7A. Comment letters received after July 6 will be addressed in staff's presentation to the Board of Supervisors on July 21, 2015.

PUBLIC COMMENTS

Once the Board of Supervisors adopts the development Code and Zoning Map the new regulations will take effect 30 days later. Since this is the first comprehensive update of the Zoning and Development Code since 1983 and it includes new zone districts, new permitting processes and many new uses not currently allowed in the County there may be the need to make minor adjustments to the Development Code to address any unforeseen issues. As discussed with the Board, there needs to be a reasonable amount of time to "test drive" the Development Code to see what is working properly and where changes may need to be made. Given that we are just now starting to experience an upswing in development activity, staff is recommending a 10 to 12 month "test drive" period where we will document issues that arise. At which point, staff will be able to recommend changes for the Boards consideration and adoption. In the interim, if anything major occurs that staff or the public believes should not wait until after the "test drive" period is complete, it may be brought to the Board for direction.

ATTACHMENTS

1. Resolution
2. Ordinance
 - A. Proposed Yuba County Development Code & Zoning Map (Under Separate Cover)
3. Development Code Review Guide
4. Initial Study and Negative Declaration
5. Public Comment Letters (available at www.yubazoningupdate.org)
 - A. Board hearing (letters received between June 12 – July 6, 2015)
 - B. Planning Commission hearing (letters received between April –May 20, 2015)
6. Draft Minutes from the May 20, 2015 Planning Commission hearing
7. Staff Analysis on Public Comments Received
 - A. Board hearing (letters received between June 12 – July 6, 2015)
 - B. Planning Commission hearing (letters received between April –May 20, 2015)
8. Proposed Changes to Development Code since release of the Second Public Review Draft Development Code (April 2015)

RESOLUTION

A Resolution adopting the Negative Declaration; the Yuba County Development Code and Zoning Map; and, rescinding the East Linda Specific Plan, Olivehurst Avenue Specific Plan and River Highlands Community Plan.

Attachment 1 is available for public review on the Development Code Update website at: <http://www.yubazoningupdate.org/Meetings.aspx> under the July 21, 2015 Board of Supervisors meeting tab. A copy is also available for review at the Yuba County Planning Department (Suite 123) and Clerk of the Board's Office (Suite 109) located in the Yuba County Government Center (915 8th Street, Marysville).

ORDINANCE

The ordinance repeals Titles XI (Development Code) and XII (Zoning Ordinance) in their entirety and adopts Title XI: Development Code. Attachment A of the Ordinance contains the Yuba County Development Code (Title XI).

Attachment A was provided to the Board of Supervisors under separate cover and is available on the Update website at www.yubazoningupdate.org or at the Yuba County Library, Clerk of the Board's office or CDSA: Planning Department public counter during business hours.

Attachment 2 is available for public review on the Development Code Update website at: <http://www.yubazoningupdate.org/Meetings.aspx> under the July 21, 2015 Board of Supervisors meeting tab. A copy is also available for review at the Yuba County Planning Department (Suite 123) and Clerk of the Board's Office (Suite 109) located in the Yuba County Government Center (915 8th Street, Marysville).

GUIDE TO REVIEWING THE DRAFT DEVELOPMENT CODE

Attachment 3 is available for public review on the Development Code Update website at: <http://www.yubazoningupdate.org/Meetings.aspx> under the July 21, 2015 Board of Supervisors meeting tab. A copy is also available for review at the Yuba County Planning Department (Suite 123) and Clerk of the Board's Office (Suite 109) located in the Yuba County Government Center (915 8th Street, Marysville).

Initial Study and Negative Declaration

Attachment 4 is available for public review on the Development Code Update website at: <http://www.yubazoningupdate.org/Meetings.aspx> under the July 21, 2015 Board of Supervisors meeting tab. A copy is also available for review at the Yuba County Planning Department (Suite 123) and Clerk of the Board's Office (Suite 109) located in the Yuba County Government Center (915 8th Street, Marysville).

PUBLIC COMMENTS

- A. Public Comments received between June 12 and July 6, 2015 for the July 21, 2015 Board of Supervisor's hearing.
- B. Public Comments received between April and May 20, 2015 on the 2nd Public review Draft and presented to the Planning Commission at their hearing on May 20, 2015.

Public Comment letters are available on the Update website at www.yubazoningupdate.org and are located in the Workshops/Meetings page under the July 21, 2015 Board of Supervisor's Hearing tab. Public Comment letters on the October 2014 Public Review draft are located on the Update website under the November 19, 2014 Workshop tab.

DRAFT MINUTES of the MAY 20, 2015 PLANNING COMMISSION HEARING

Attachment 6 is available for public review on the Development Code Update website at: <http://www.yubazoningupdate.org/Meetings.aspx> under the July 21, 2015 Board of Supervisors meeting tab. A copy is also available for review at the Yuba County Planning Department (Suite 123) and Clerk of the Board's Office (Suite 109) located in the Yuba County Government Center (915 8th Street, Marysville).

STAFF ANALYSIS OF PUBLIC COMMENTS RECEIVED

- A. Board Hearing Letters (received between June 12 – July 6, 2015)
- B. Planning Commission Hearing Letters (received between April –May 20, 2015).

Attachment 7 is available for public review on the Development Code Update website at: <http://www.yubazoningupdate.org/Meetings.aspx> under the July 21, 2015 Board of Supervisors meeting tab. A copy is also available for review at the Yuba County Planning Department (Suite 123) and Clerk of the Board's Office (Suite 109) located in the Yuba County Government Center (915 8th Street, Marysville).

PROPOSED CHANGES TO THE DEVELOPMENT CODE AND ZONING MAP

A. Development Code Changes

1. Changes included in the Proposed Development Code released June 12, 2015
2. Additional changes recommended based on public comment letters received by July 6, 2015. If Board approves these changes they will be incorporated into the adopted document.

B. Zoning Map Changes: The Zoning Map is also available on the Update Website at www.yubazoningupdate.org on the main page and under the July 21, 2015 Board of Supervisors meeting materials.

Attachment 8 is available for public review on the Development Code Update website at: <http://www.yubazoningupdate.org/Meetings.aspx> under the July 21, 2015 Board of Supervisors meeting tab. A copy is also available for review at the Yuba County Planning Department (Suite 123) and Clerk of the Board's Office (Suite 109) located in the Yuba County Government Center (915 8th Street, Marysville).

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

RESOLUTION ADOPTING THE)
NEGATIVE DECLARATION AND)
ADOPTING THE YUBA COUNTY) **RESOLUTION NO. _____**
DEVELOPMENT CODE & ZONING)
MAP UPDATE AND RESCINDING THE)
EAST LINDA SPECIFIC PLAN,)
OLIVEHURST AVENUE SPECIFIC PLAN)
& RIVER HIGHLANDS COMMUNITY PLAN)

WHEREAS, Section 65300 of the State of California Government Code states that each planning agency shall prepare and the legislative body of each county shall adopt a comprehensive, long-term general plan for the physical development of the county and any land outside its boundaries which, in the planning agency's judgment, bears relation to its planning; and,

WHEREAS, The Board of Supervisors adopted the Yuba County 2030 General Plan on June 7, 2011; and,

WHEREAS, Section 65860 of the State of California Government Code states that a County zoning ordinance shall be consistent with the general plan of the County. A zoning ordinance shall be deemed consistent with a county general plan if the county has officially adopted a zoning ordinance and the various land uses authorized by the ordinance are compatible with the objectives, policies, general land uses, and programs specified in the general plan; and

WHEREAS, Section 65850 of the State of California Government Code states the legislative body of any county may adopt ordinances that do any of the following:

- Regulate the use of buildings, structures, and land as between industry, business, residences, open space, including agriculture, recreation, enjoyment of scenic beauty, use of natural resources, and other purposes.
- Regulate signs and billboards.
- Regulate all of the following: The location, height, bulk, number of stories, and size of buildings and structures.
- The size and use of lots, yards, courts, and other open spaces.
- The percentage of a lot which may be occupied by a building or structure.
- The intensity of land use.
- Establish requirements for off-street parking and loading.
- Establish and maintain building setback lines.
- Create civic districts around civic centers, public parks, public buildings, or public grounds, and establish regulations for those civic districts; and,

WHEREAS, the County has prepared the Development Code update which includes zoning regulations and Zoning Map update to implement the 2030 General Plan pursuant to Government Code Sections 65850 and 65860; and

WHEREAS, the Board of Supervisors adopted the East Linda Specific Plan (ELSP) in 1990 (OA 90-01 and SP89-01). Since 1990, ELSP has been amended numerous times and in many instances no longer reflects the land use assumptions made in 1990 such as different noise contours for Beale AFB, changes in school and park locations, or the Highway 70 Bypass running through the area. In addition, the ELSP included 13 different residential zone districts to provide a range of housing types and densities. The Development Code update provides for a similar range of densities within three residential zoning districts. Further the ELSP was incorporated into the County's Zoning Ordinance (Ordinance 1044) and is not a stand-alone planning document. Therefore, adoption of the Development Code and Zoning Map update will replace the zoning designations and development standards of all property within the ELSP. As such the East Linda Specific Plan should be rescinded. The community of East Linda should be retained as a geographical reference to the unincorporated community.

WHEARAS, The Board adopted the Olivehurst Sustainable Community and Economic Revitalization Plan (OSKER) as a visioning document to be included in the Development Code update in January 2013. The OSCER Plan reviewed the Olivehurst Avenue Specific Plan (OASP) and identified areas that should be rezoned both within the OASP area as well as surrounding areas of the Olivehurst Community as part of the Development Code update. In addition, the OASP was adopted on March 19, 1996 as part of the establishment of the Redevelopment Agency (Resolution 96-43). With the State of California eliminating redevelopment agencies along with the changes identified in the OSCER Plan, the OASP is no longer consistent with the General Plan and Development Code and should be rescinded.

WHEREAS, the 2030 General Plan evaluated community boundary designations and within the area of the River Highlands Community Plan adopted a smaller community boundary and renamed the area as the Smartsville Rural Community. As such, the Development Code and Zoning Map update reflect the community boundaries adopted by the 2030 General Plan and therefore the area known as the River Highlands Community Plan no longer exists. Therefore, as part of the Development Code update, the River Highlands Community Plan should be rescinded.

WHEREAS, the County of Yuba initiated an update to the Zoning and Development Codes (Development Code) in 2011, which consisted of numerous public meetings, stakeholder meetings, Development Code Update Advisory Committee meetings, and meetings with the Planning Commission and the Board of Supervisors; and,

WHEREAS, the County determined that the Zoning Ordinance, Development Code and Zoning Map Update (referred to herein as the "Development Code and Zoning Map Update" and the "Project") was a project requiring review pursuant to the California Environmental Quality Act (CEQA), Public Resources Code 21000 et seq., and that an Initial Study and Negative Declaration have been prepared to evaluate the potential environmental effects of the project; and,

WHEREAS, a Notice of Availability was released for public and agency review and comment, with public review period starting April 29, 2015, and ending on May 19, 2015; and,

WHEREAS, Section 65354 of the State of California Government Code states that the local agency's planning commission shall make a written recommendation on the adoption or amendment of a zoning ordinance (Development Code) and Zoning Map; and,

WHEREAS, At their regularly scheduled meeting on May 20, 2015, The Planning Commission after receiving public testimony recommended that the Board of Supervisors adopt the Negative Declaration, Development Code, and Proposed Zoning map and that the Board rescind the East Linda Specific Plan, Olivehurst Avenue Specific Plan, and River Highlands Community Plan.

WHEREAS, the Community Development and Services Agency of the County of Yuba has provided due notice of a public hearing on the project before the Board of Supervisors of the County of Yuba and the intent to adopt the Negative Declaration for the Project in accordance with the California Environmental Quality Act; and

WHEREAS, all documents and materials which constitute the record of proceedings for the Project and the Negative Declaration for the Project and are in custody of and located at the Planning Department, 915 8th Street, Suite 123, Marysville, CA 95901.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct;
2. The Board of Supervisors bases its recommendation upon the testimony and information presented at the hearing, including consideration of the Initial Study and Negative Declaration and all evidence in the whole record pertaining to the Project;
3. The Board of Supervisors finds that the Development Code and Zoning Map implement the 2030 General Plan for future development of the County;
4. The Board of Supervisors based on the findings stated in the staff report that the Olivehurst Avenue Specific Plan, East Linda Specific Plan, and River Highlands Community Plan no longer implement the County's vision as established in the 2030 General Plan and Development Code and therefore rescinds Ordinance 1044, Resolution 1993-191, and Ordinance 1144: East Linda Specific Plan; Resolution 96-43: Olivehurst Avenue Specific Plan; and, Ordinance 1145: River Highlands Community Plan;
5. The Project will not cause substantial environmental damage to fish and/or wildlife and their habitats, nor have the potential for adverse effect(s) on wildlife resources or the habitat upon which wildlife depends;
6. The Board of Supervisors finds on the basis of the whole record no substantial evidence that the Project will have a significant effect on the environment and that the negative declaration reflects the lead agency's independent judgment and analysis; and,

7. A Notice of Determination will be recorded with the County Recorder and Department of Fish and Wildlife Filing Fees will be paid to the County Recorder.

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

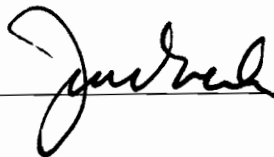
AYES:
NOES:
ABSENT:
ABSTAIN:

CHAIR
Yuba County Board of Supervisors

ATTEST:
Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Angil P. Morris-Jones
County Counsel

BY: _____

BY:  _____

ORDINANCE NO. _____

**AN ORDINANCE REPEALING TITLES XI AND XII IN THEIR ENTIRETY
AND ADOPTING TITLE XI – DEVELOPMENT CODE OF THE YUBA COUNTY
ORDINANCE CODE RELATING TO ZONING AND LAND USE**

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

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES:

By: _____



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

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

Section 2. The Yuba County Development Code (Title XI of the Yuba County Ordinance Code) is attached hereto marked as **Attachment "A"** by this reference incorporated herein as though set forth herein in full.

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

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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FINANCE AND ADMINISTRATION
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315-15

TO: Board of Supervisors

FROM: Kevin Mallen, CDSA Director

A handwritten signature in black ink, appearing to be "K. Mallen", is written over the printed name of Kevin Mallen.

SUBJECT: Adopt Resolution Rescinding East Linda Specific Plan Road and Park Fees

DATE: July 21, 2015

RECOMMENDATION

Adopt the attached Resolution rescinding Resolution 2005-260, East Linda Specific Plan (ELSP) Road and Park Fees, and transferring the remaining funds to the Countywide Development Impact Fee Funds

BACKGROUND

As part of the ELSP, impact fees were established for roads and parks in order to construct these facilities consistent with the Specific Plan.

DISCUSSION

With the adoption of the Development Code and rescinding the ELSP there are no longer road and park needs specific to ELSP, however there are road and park infrastructure needs identified in the 2030 General Plan and included in the Countywide Development Impact Fees that include addressing the needs of the East Linda area. An example of this would be the Goldfields Parkway, which was partially included in the ELSP Road Fee and partially in the Countywide Fee. Upon rescinding the ELSP Road Fee, local funding for Goldfields Parkway will be wholly in the Countywide Fee.

COMMITTEE

This item is part of the administrative clean up related to the Development Code Update.

FISCAL IMPACT

None to the General Fund. Rescinding the ELSP Road and Park Fee will reduce the fee burden for future development within the previous ELSP boundary.

ATTACHMENTS

1. Resolution

**RESOLUTION RESCINDING
RESOLUTION 2005-260,
ELSP ROAD AND PARK FEES,
AND TRANSFERRING FEES
COLLECTED TO DATE TO
COUNTYWIDE ROAD AND
PARK IMPACT FEES**

WHEREAS, on June 7, 2011, the Yuba County Board of Supervisors adopted the 2030 General Plan; and

WHEREAS, Action CD16.2 contained in the 2030 General Plan requested the update of the Countywide Impact Fees consistent with the infrastructure needs identified in the General Plan; and

WHEREAS, Action CD5.1 contained in the 2030 General Plan requested the update of the Yuba County zoning ordinance in order to be consistent with the vision, goals and policies contained in the General Plan; and

WHEREAS, on October 11, 2005, the Yuba County Board of Supervisors adopted Resolution 2005-260, which adopted the nexus study entitled “East Linda Specific Plan Road and Park Fee Program”; and

WHEREAS, the purpose of the East Linda Specific Plan Road and Park Fee Program was to create an impact fee program specific to the road and park infrastructure needs within the East Linda Specific Plan; and

WHEREAS, a portion of the projects identified in the East Linda Specific Plan Road and Park Fee have been funded and constructed through the Fee Schedule; and

WHEREAS, the remaining portion of the projects identified in the East Linda Specific Plan Road and Park Fee are consistent with and included within the Countywide Development Impact Fee and the need to collect a separate fee has been negated through the adoption of the 2030 General Plan, updated zoning ordinance, and rescinded East Linda Specific Plan.

NOW THEREFORE, BE IT RESOLVED by the Yuba County Board of Supervisors that Resolution 2005-260 is hereby rescinded and the associated funds remaining to date shall be utilized on projects previously identified in the East Linda Specific Plan Road and Park Fee, but are or will be included in the Countywide Development Impact Fee Program and the respective funds transferred as follows:

East Linda Road Fees (Fund 192) transfer to Countywide Road Fees (Fund 188)
East Linda Park Fees (Fund 190) transfer to Countywide Park Fees (Fund 187)

The foregoing Resolution was introduced at a regular meeting of the Board of Supervisors this ____ day of _____, 2015, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chair

ATTEST:

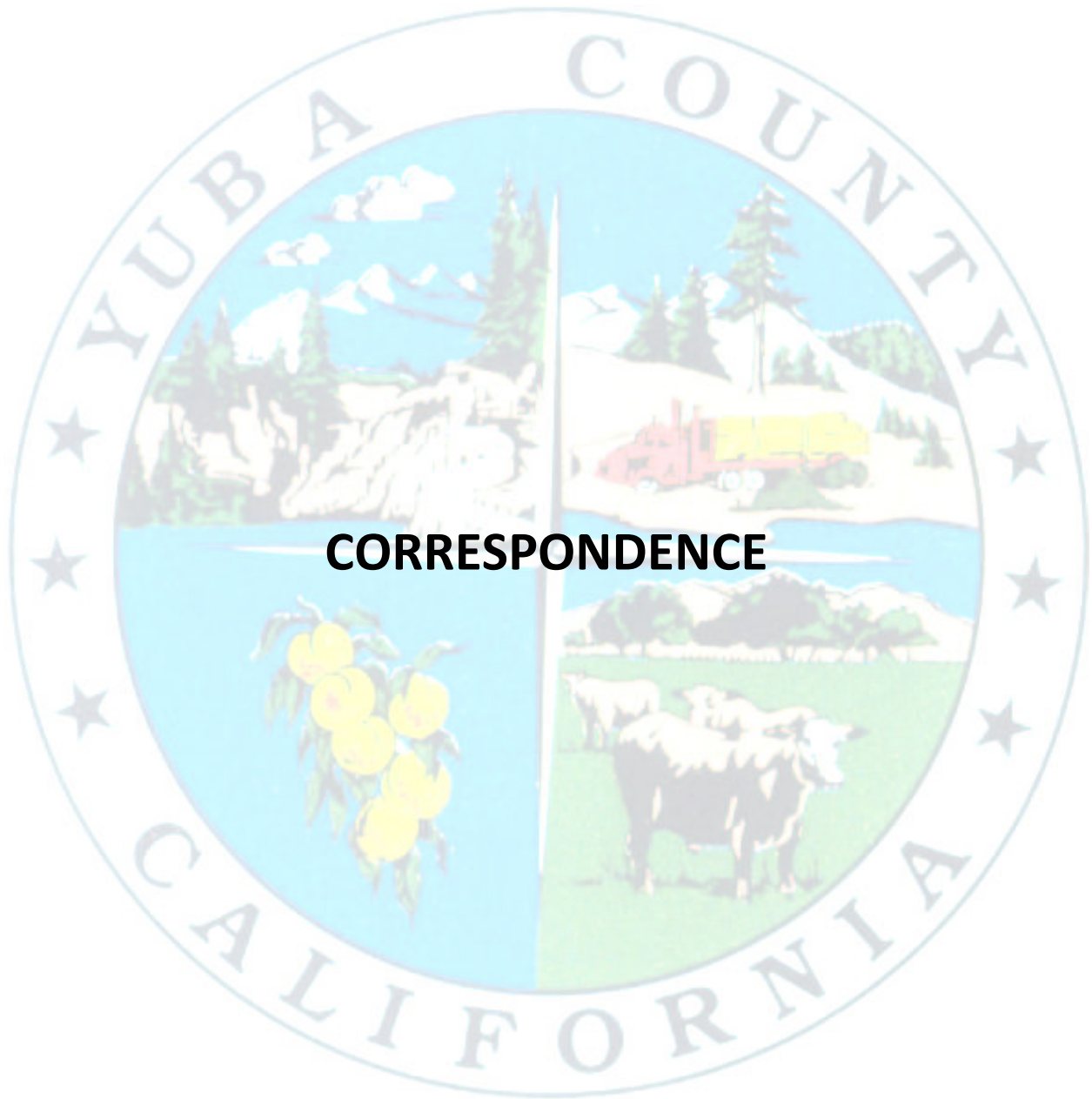
Clerk of the Board

APPROVED AS TO FORM:



County Counsel

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JUL 8 2015

EDMUND G. BROWN, JR.
GOVERNORMATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

Clerk/Board of Supervisors

NOTICE OF PETITION FOR TEMPORARY CHANGE INVOLVING THE TRANSFER OF UP TO 12,000 ACRE-FEET OF WATER FROM PLACER COUNTY WATER AGENCY TO EAST BAY MUNICIPAL UTILITY DISTRICT UNDER PERMIT 13856 (APPLICATION 18085)

On June 25, 2015, Placer County Water Agency (PCWA) filed a petition for change with the State Water Board involving a temporary transfer of 12,000 acre-feet of water to East Bay Municipal Utility District pursuant to Water Code §1725-1732. The transfer would involve surplus water currently stored in PCWA's Middle Fork Project reservoirs under Permit 13856. Temporary changes involving the transfer of water may be in effect for one year from the date of approval.

Right holder's petition, Permit 13856, and related project information can be viewed at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/transfers_tu_notices/#yr2015

Pursuant to California Water Code section 1726(f), any interested party may file a comment regarding the petition. **Comments filed in response to this notice should be submitted to the persons listed below and must be received by 4:30 p.m. on July 20, 2015.**

Send comments to both:

Mr. Greg Brown
Division of Water Rights
1001 I Street, 14th Floor
Sacramento, CA 95814
Greg.Brown@waterboards.ca.gov

Mr. Benjamin Barker
Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604
bbarker@pcwa.net

For more information regarding this matter, please contact Greg Brown at (916) 323-1847 or by email at Greg.Brown@waterboards.ca.gov.

Date of Notice: July 6, 2015

For more information, contact: THOMAS H. WARD, Executive Officer

1001 I Street, Sacramento, CA 95814 Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 www.waterboards.ca.gov



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

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JUL 13 2015

Clerk/Board of Supervisors

NOTICE OF PETITION FOR TEMPORARY CHANGE INVOLVING THE TRANSFER OF WATER UNDER EL DORADO IRRIGATION DISTRICT LICENSE 2184 (APPLICATION 1692)

On June 29, 2015, El Dorado Irrigation District (EID) filed a petition for temporary change to transfer water pursuant to California Water Code section 1725 et seq. EID holds Water Right License 2184 and requests to transfer 700 acre-feet (af) under this water right to Westlands Water District (WWD). The transfer water will be made available by re-operating Weber Reservoir to release water that would have remained in storage in 2015. The proposed changes include: (1) addition of the U.S. Bureau of Reclamation (Reclamation) Central Valley Project (CVP) Bill Jones Pumping Plant (Jones) intake facility and San Luis Reservoir as points of diversion, and (2) addition of the WWD service area to EID License 2184. Temporary changes under Water Code section 1725 may be effective for up to one year.

While not part of this Water Code 1725 petition, the EID transfer project also includes an additional amount through re-operation of EID's Silver Lake under a pre-1914 water right, for a total transfer amount, inclusive of the Weber Reservoir reoperation, of 3,100 af of transfer water.

Pursuant to California Water Code section 1725(f), any interested party may file a comment regarding this petition. **Comments must be received by the Division of Water Rights by 4:30 p.m. on July 24, 2015. A copy must also be provided to EID c/o Brian Poulsen at the email address below.** To obtain detailed information regarding the proposed transfer, you may view the petition by visiting the Division's website at:

http://www.waterboards.ca.gov/waterrights/water_issues/programs/applications/transfers_tu_notices/

Any correspondence directed to EID should be emailed to Brian Poulsen at: bpoulsen@eid.org.

Should you have any other questions regarding this matter, please contact Patricia Fernandez at (916) 319-9141 or by email at patricia.fernandez@waterboards.ca.gov. Written correspondence or inquiries should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Patricia Fernandez, P.O. Box 2000, Sacramento, CA 95812-2000.

Date of Notice: July 9, 2015

FELIX M. MORALES, CHAIR • THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 J Street, Sacramento, CA 95814 • Mailing Address: P.O. Box 100, Sacramento, Ca 95812-0100 • www.waterboards.ca.gov

**BEFORE THE BOARD OF TRUSTEES
OF RECLAMATION DISTRICT 784**

317-15

In re:

**RESOLUTION CALLING FOR NOMINATIONS, ELECTION OF TRUSTEES)
BY ALL-MAILED BALLOTS AND ESTABLISHING AN) Res. No. 2015-07-04
ELECTION DATE OF WEDNESDAY, NOVEMBER 4, 2015.)**

WHEREAS, California Water Code sections 50730 et seq. requires that Reclamation District 784 (the "District") shall conduct an election for the office of trustee on the first Tuesday after the first Monday in November (unless the Tuesday is a County/State election day) in each odd-numbered year, and the District must issue a general press regarding the election;

WHEREAS, petitions for nominations for the office of trustee shall be in substantially the same form as specified in California Water Code section 50731.6 and notice that the District is accepting said petitions shall be published by the Secretary once in a newspaper of general circulation within the District at least seven days prior to the final date for receiving said petitions;

WHEREAS, California Water Code section 50707 provides that the District's Board of Trustees may, by resolution, conduct an election by all-mailed ballots, and the District's Board of Trustees desires to conduct an election by all-mailed ballots in order to save costs;

WHEREAS, two trustee positions in the District are up for election this year, the positions of Trustees Brown and Gothrow are for full four-year terms; and

WHEREAS, if the number of nominations does not exceed the number of positions available (i.e. 2), no election shall be held, and the Board of Supervisors shall appoint those who did file nominations by the deadline to the available positions pursuant to Elections Code section 10515; and

WHEREAS, if the number of nominations does exceed the number of positions available (i.e. more than 2), an election shall be held, and the District desires to hold that election by all-mailed ballot; and

WHEREAS, notice of the election shall be published by the Secretary of the Board of Trustees once a week for four weeks beginning not less than one month prior to the date of the election in a newspaper of general circulation within the District, and also shall be posted in the District's office; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Reclamation District 784 as follows:

Section 1. Election of Trustees by All-Mailed Ballots on Wednesday, November 4, 2015.

The Board of Trustee of Reclamation District 784 finds that it is in the best interests of the voters of the District to conduct an election, if an election is necessary, for the offices for two trustee positions by all-mailed ballots. The elections for the positions of Trustees Brown and Gothrow shall be for full four-year terms. The election by all-mailed ballots shall be conducted in accordance with California Water Code sections 50700 et seq. and other applicable provisions of California law, and the date of the election shall be Wednesday, November 4, 2015.

The District's Secretary shall cause notice of the District's election of trustees to be provided as required by California law, including the issuance of a general press release and publication of the required notice in the *Appeal Democrat* for at least four consecutive weeks. The Secretary shall also cause notice of the election to be posted in the District's Office. All notices of the election are to be provided in accordance with Water Code section 50732, and the first notice shall be published prior to October 4, 2015.

Section 2. Nominations for the Position of Trustee.

The District shall accept nominations for each of the two trustee positions from August 21, 2015, through September 11, 2015. Petitions for the nomination for trustee shall be substantially in the form provided in Water Code section 50731.6, signed by five or more qualified voters within the District. Notice that the District is accepting nominating petitions shall be published in the *Appeal Democrat* prior to August 6, 2015.

The District shall also accept any candidate statements submitted with the nominating petitions. The candidate statements shall meet the requirements of California Elections Code section 13307 and shall be made available in the District's office in accordance with California Elections Code section 13313.

Section 3. Effective Date.

This Resolution shall be effective immediately.

Section 4. Severability.

If any provision of this Resolution shall be held invalid, such invalidity shall not affect the other provisions of this Resolution which can be given effect without the invalid provision. To this end, the provisions of this Resolution are declared to be severable.

Section 5. Adoption.

The foregoing resolution was introduced at a scheduled meeting of the District's Board of Trustees, duly held on July 7, 2015, by Trustee Joe Danna, which motion was seconded by Trustee Surbheep Atwal, and was approved and enacted by the following vote:

AYES: 5
NOES: 0
ABSTAIN: 0
ABSENT: 0

ATTEST: STEVEN FORDICE
SECRETARY OF THE BOARD OF TRUSTEES

Steven L Fordice

Rick Brown
Rick Brown, President of the Board of Trustees

APPROVED AS TO FORM
Jesse W. Barton, DISTRICT COUNSEL

Jesse W Barton



Yuba County, California

July 7, 2015

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Dear Yuba County Board of Supervisors:

JUL 13 2015

Clerk/Board of Supervisors

On July 20, 2015, a special Reclamation District 784 Board of Trustee meeting will be held at the Plumas Lake Golf and Country Club and will start at 10:00am. The purpose of the meeting will to discuss the process of forming of a State Maintenance Area for the property within the Horseshoe Levee. At that meeting, representatives from the California Department of Water Resources will present a workshop on the Formation of a State Maintenance Area and will be available to answer questions following the presentation.

You are receiving this letter because you represent landowners served by a Yuba or Sutter County Local Maintenance Agency (Levee District or Reclamation District) and may be interested in learning about the process.

Meeting Date and Time: July 20, 2015 at 10:00am

Meeting Location:

Plumas Lake Golf and Country Club
1551 Country Club Rd, Olivehurst, CA 95961

Sincerely,

A handwritten signature in cursive script that reads "Steve Fordice".

Steve Fordice, General Manager
Reclamation District 784

BOS CORRESPONDENCE