

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.

SEPTEMBER 1, 2015

- I. **4:30 P.M. BOARD OF SUPERVISORS SPECIAL MEETING - 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. No other business shall be conducted at this meeting. The public shall have an opportunity to address the Board of Supervisors only with respect to items set forth in this agenda. Each individual or group will be limited to no more than five 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.**

- A. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
- B. [Community Development and Services: \(403-0915\) Receive information regarding agricultural buffers for Magnolia Ranch Project and provide staff direction as appropriate. \(Sixty minute estimate\)](#)
- C. ADJOURN

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

- II. **PLEDGE OF ALLEGIANCE** - - Led by Supervisor Nicoletti
- III. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
- IV. **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. [\(393-0915\) Approve meeting minutes of August 11 and August 18, 2015.](#)
- B. Community Development and Services
1. [\(394-0915\) Adopt resolution authorizing submission of Transportation Claim for funds for Fiscal Year 2015-2016 in the total amount of \\$1,076,159 to Sacramento Area Council of Governments.](#)
- C. Emergency Services
1. [\(395-0915\) Adopt resolution proclaiming the continuation of a local emergency due to the ongoing drought conditions.](#)
2. [\(396-0915\) Adopt resolution authorizing Director or Operations Manager to apply for Fiscal Year 2015 Emergency Management Grant and authorizing to execute all documents to receive, administer, and accept grant funds.](#)
- D. Health and Human Services

1. [\(397-0915\) Approve agreement with Yuba Community College for Independent Living Program for Fiscal Year 2015-2016 and authorize Chair to execute.](#)
- V. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 5 minutes. Prior to this time speakers are requested to fill out a "Request to Speak" card and submit it to the Clerk of the Board of Supervisors. Please note: No Board action can be taken on comments made under this heading.
- VI. **COUNTY DEPARTMENTS**
 - A. Administrative Services
 1. [\(398-0915\) Provide staff direction on alternatives for 4H Camp in Dobbins. \(Ten minutes estimate\)](#)
 - B. Board of Supervisors
 1. [\(399-0915\) Receive information from Sheriff Department regarding dog barking complaints Ordinance Section 8.05.210\(d\) and provide staff direction as appropriate. \(Fifteen minute estimate\)](#)
 - C. County Administrator
 1. [\(400-0915\) Adopt resolution approving First Amendment to Tri-County Joint Powers Agreement for the Tri-County Regional Juvenile Rehabilitation Facility and authorize Chair to execute. \(Fifteen minute estimate\)](#)
- VII. **CORRESPONDENCE:** The Board may direct any item of informational correspondence to a department head for appropriate action.
 - A. [\(401-0915\) Letter from Yuba County Assessor regarding 2015-2016 Assessment Roll Summary.](#)
 - B. [\(402-0915\) Five notices from California Fish and Game Commission relating to freshwater sport fishing regulations; commercial hagfish traps; Dungeness crab; commercial herring fishery; and transgenic definition: application and fee regulations.](#)
- VIII. **BOARD AND STAFF MEMBERS' REPORTS:** This time is provided to allow Board and staff members to report on activities or to raise issues for placement on future agendas.
- IX. **ADJOURN**

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

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



Community Develo... - 1 of 14

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

MEETING DATE: ~~August 25~~ ^{September 1}, 2015

SUBJECT: Magnolia Ranch Agricultural Buffers Workshop

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

RECOMMENDATION:

Receive information regarding proposed agricultural buffers for the Magnolia Ranch project and provide staff with direction as appropriate.

BACKGROUND:

At the July 15, 2015 joint Planning Commission and Board of Supervisors meeting testimony was received relative to proposed Magnolia Ranch Specific Plan and agricultural buffers. The Board requested that staff conduct a workshop to further discuss agricultural buffers in general. In addition to information provided by the Agricultural Commissioner, CDSA staff has prepared the following information for the Board's consideration.

General Plan Policies (1996)

The previous general plan included several land use policies encouraging Community Boundaries (28-LUP); incorporation of a buffer zone at least 300 feet (29-LUP); and the use of permanent physical features or barriers for separation (30-LUP).

2030 General Plan Policies/Development Code

The 2030 General Plan adopted several agricultural buffer policies to minimize conflicts with agricultural uses (Policy NR3.4); require buffers at the edges of Rural and Valley Growth areas adjacent to agricultural (Policy NR3.5); circumstances when buffers not required (Policy NR3.6); and have certain design standards (NR3.7). As required by General Plan Action NR3.1 Agricultural Zoning, Development Code Section 11.44.070 Agricultural Buffers implements location, use, and management requirements.

2015 Development Code

On July 21, 2015 The Board of Supervisors adopted the Yuba County Development Code. Consistent with the policies and actions items of the 2030 General Plan the Development Code establishes minimum buffer requirements based on crop types and agricultural uses (Section 11.19.090; Setbacks & Yards and Section 11.44.070; Agricultural Buffers). For projects adjacent to rice the minimum buffer width is 300 feet from the property line of the agricultural use (roadways, drainages, passive recreation and similar improvements can be located within the buffer).

The Development Code also provides provisions to allow for deviations in the width of a buffer through approval of a minor conditional use permit if certain findings can be made.

CDSA staff, in consultation with the Agricultural Commissioner, Farm Bureau, and UC Extension discussed issues related to the urban agricultural interface. These discussions resulted in the buffer standards that are incorporated into the Development Code as well as allowed uses and minimum parcel sizes.

DISCUSSION AND DIRECTION:

The Magnolia Ranch Specific Plan is unique in that the application was deemed complete after the adoption of the 2030 General Plan(adopted June 2011) and therefore must be consistent with the policies of the 2030 General Plan. However, the zoning ordinance that was in place at that time (1983 Zoning Ordinance) was based on an earlier General Plan that provided agricultural buffer requirements and therefore the Zoning Ordinance itself did not include minimum buffers as it relied upon the General Plan policies.

Given that the current Development Code was adopted on July 21, 2015 (effective August 21, 2015) after the Magnolia Ranch project application was deemed complete (September 2012), there is a greater level of latitude that the Board can consider regarding agricultural buffers for this specific project.

At the July 15, 2015 hearing, the Board was provided with information from both the applicant for Magnolia Ranch and the Agricultural Commissioner on why they believe the buffer should be 250 feet or 300 feet in width along Ostrom Road. The Buffer along South Beale Road is proposed to be 200 feet.

The purpose of this meeting is to further discuss this issue with the Board, the applicant, and the Agricultural Commissioner and to have the Board provide clear direction to staff. Resolution of this issue is necessary for CDSA staff to be able to complete the Final EIR for the Magnolia Ranch Specific Plan and to be able to schedule the hearings on the merits of the project.



YUBA-SUTTER FARM BUREAU

Serving agriculture since 1919

Community Develo... - 3 of 14

RECEIVED AUG 20 2015

RECEIVED AUG 25 2015

August 25, 2015

RE: Ag Buffers

Dear Members of the Yuba County Board of Supervisors,

Yuba-Sutter Farm Bureau (YSFB) appreciates the opportunity to comment on ag buffers in Yuba County. YSFB represents over 1,250 farms and farm families in our area, and advocates for the promotion and protection of the farming and ranching industries.

This letter serves to provide support to the Yuba County Ag Commissioners letter dated June 15, 2015 which recommends a minimum 300 foot agricultural buffer on the Magnolia Ranch Specific Plan project. The letter in reference provides appropriate support to the 300' recommendation and is intended to provide a measure of protection to neighboring residential housing from existing agricultural operations in the area, as well as to provide protection from existing and future agricultural operations.

Ag buffers serve to protect agricultural operations in general as well as to protect specific practices common and necessary to those operations. The recommended 300' buffer is also consistent with the recently adopted Yuba County Development Code which establishes minimum buffer requirements based on crop types and agricultural uses.

Agriculture continues to be a cornerstone of Yuba County's economy and YSFB supports the importance of thoughtfully assessing land use planning. As the urban and ag interface continues to struggle to find common ground, ag buffers provide a measure of assurance for the farming and ranching families to continue their operations while working to be acknowledged as good neighbors and stewards by their urban neighbors.

In closing, YSFB supports the ag buffers recommended by the Yuba County Ag Commissioner. Additionally, YSFB will continue to be a collaborative partner with the Yuba County Board of Supervisors on this topic and other land use issues that impact our members.

Please contact me if you have any questions regarding this letter of support.

Sincerely,

Dave Burroughs
1st Vice President

CHAPTER 2 – VISION FOR SUSTAINABILITY

2.4.1 AGRICULTURAL BUFFER (OSTROM ROAD)

2030 General Plan Policy NR 3.4 and Policy HS 7.4 require new developments adjacent to agricultural operations to incorporate design, construction and maintenance techniques to minimize conflicts with adjacent agricultural uses, including the use of buffers. However, Policy NR 3.5 provides that buffers are only required at the edges of the Valley Growth Boundary, and not adjacent to areas within the Valley Growth Boundary that are planned for urbanization.

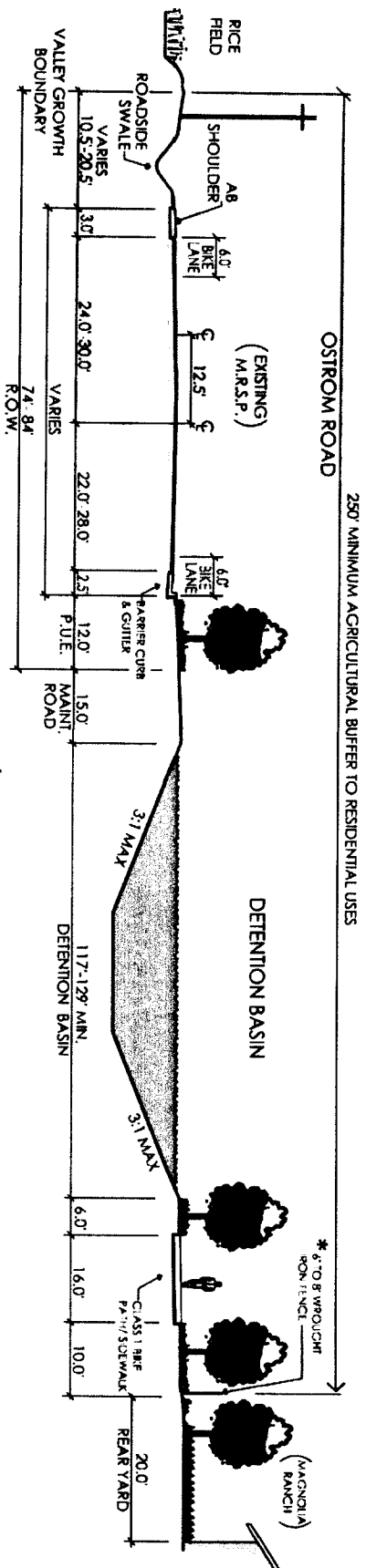
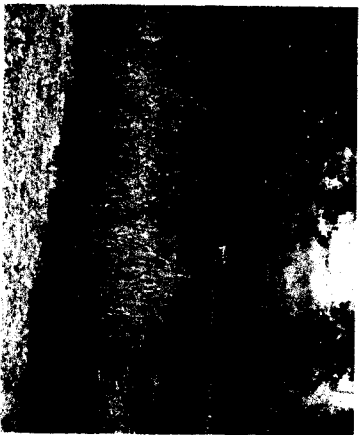


EXHIBIT 2-2 OSTROM ROAD AGRICULTURAL BUFFER TO RESIDENTIAL USES



In order to minimize the potential for conflicts with farming operations located on the north side of Ostrom Road, the Specific Plan includes a 250-foot (minimum) permanent buffer, which incorporates the extended right-of-way for Ostrom Road along with a double row of trees and a wrought iron style open fence. A series of drainage basins provide extended separation between urban uses and the farming use for a portion of the Ostrom Road frontage.

The Multi-Purpose Open Space designation along Ostrom is primarily intended to serve as an agricultural buffer, which will contain drainage facilities, trails, passive and active open space, and other uses listed for the MPOS designation in the Land Use Matrix.

2030 General Plan Policy NR 3.4 and Policy HS 7.4 require new developments adjacent to agricultural operations to incorporate design, construction and maintenance techniques to minimize conflicts with adjacent agricultural uses, including the use of buffers. However, Policy NR 3.5 provides that buffers are only required at the edges of the Valley Growth Boundary, and not adjacent to areas within the Valley Growth Boundary that are planned for urbanization.



The Multi-Purpose Open Space designation along Ostrom is primarily intended to serve as an agricultural buffer, which will contain drainage facilities, trails, passive and active open space, and other uses listed for the MPOS designation in the Land Use Matrix.

CHAPTER 2 – VISION FOR SUSTAINABILITY

2.4.1 AGRICULTURAL BUFFER (OSTROM ROAD)

2030 General Plan Policy NR 3.4 and Policy HS 7.4 require new developments adjacent to agricultural operations to incorporate design, construction and maintenance techniques to minimize conflicts with adjacent agricultural uses, including the use of buffers. However, Policy NR 3.5 provides that buffers are only required at the edges of the Valley Growth Boundary, and not adjacent to areas within the Valley Growth Boundary that are planned for urbanization.

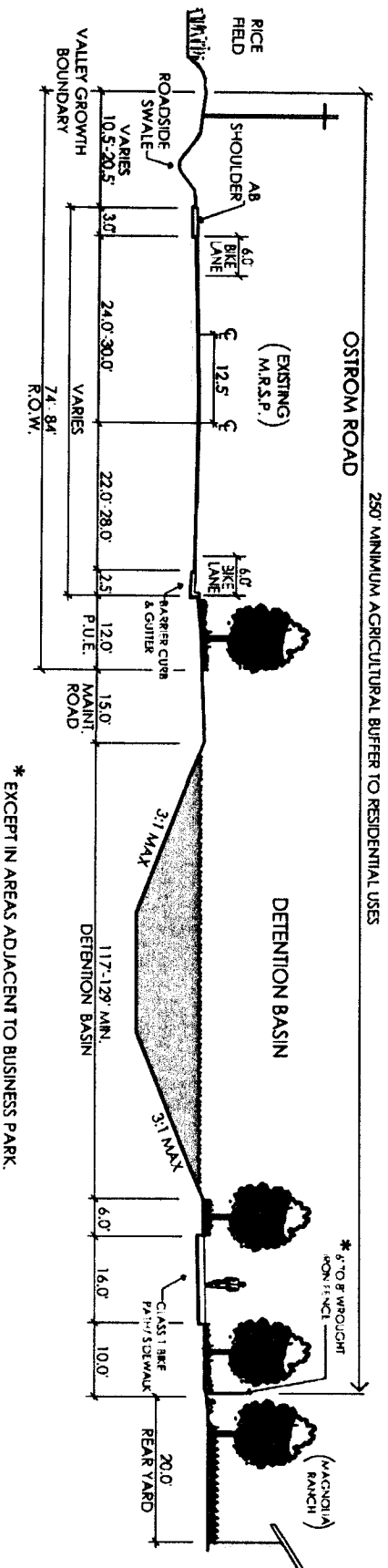


EXHIBIT 2-2 OSTROM ROAD AGRICULTURAL BUFFER TO RESIDENTIAL USES



In order to minimize the potential for conflicts with farming operations located on the north side of Ostrom Road, the Specific Plan includes a 250-foot (minimum) permanent buffer, which incorporates the extended right-of-way for Ostrom Road along with a double row of trees and a wrought iron style open fence. A series of drainage basins provide extended separation between urban uses and the farming use for a portion of the Ostrom Road frontage.

The Multi-Purpose Open Space designation along Ostrom is primarily intended to serve as an agricultural buffer, which will contain drainage facilities, trails, passive and active open space, and other uses listed for the MPOS designation in the Land Use Matrix.

CHAPTER 2 – VISION FOR SUSTAINABILITY

2.4.1 AGRICULTURAL BUFFER (OSTROM ROAD)

2030 General Plan Policy NR 3.4 and Policy HS 7.4 require new developments adjacent to agricultural operations to incorporate design, construction and maintenance techniques to minimize conflicts with adjacent agricultural uses, including the use of buffers. However, Policy NR 3.5 provides that buffers are only required at the edges of the Valley Growth Boundary, and not adjacent to areas within the Valley Growth Boundary that are planned for urbanization.

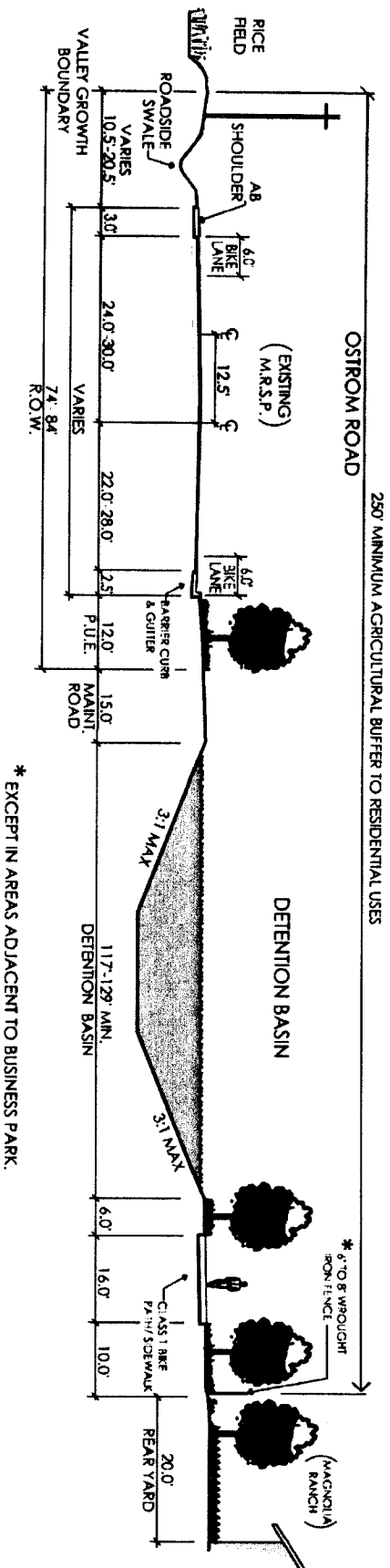


EXHIBIT 2-2 OSTROM ROAD AGRICULTURAL BUFFER TO RESIDENTIAL USES



In order to minimize the potential for conflicts with farming operations located on the north side of Ostrom Road, the Specific Plan includes a 250-foot (minimum) permanent buffer, which incorporates the extended right-of-way for Ostrom Road along with a double row of trees and a wrought iron style open fence. A series of drainage basins provide extended separation between urban uses and the farming use for a portion of the Ostrom Road frontage.

The Multi-Purpose Open Space designation along Ostrom is primarily intended to serve as an agricultural buffer, which will contain drainage facilities, trails, passive and active open space, and other uses listed for the MPOS designation in the Land Use Matrix.

CHAPTER 2 – VISION FOR SUSTAINABILITY

2.4.1 AGRICULTURAL BUFFER (OSTROM ROAD)

2030 General Plan Policy NR 3.4 and Policy HS 7.4 require new developments adjacent to agricultural operations to incorporate design, construction and maintenance techniques to minimize conflicts with adjacent agricultural uses, including the use of buffers. However, Policy NR 3.5 provides that buffers are only required at the edges of the Valley Growth Boundary, and not adjacent to areas within the Valley Growth Boundary that are planned for urbanization.

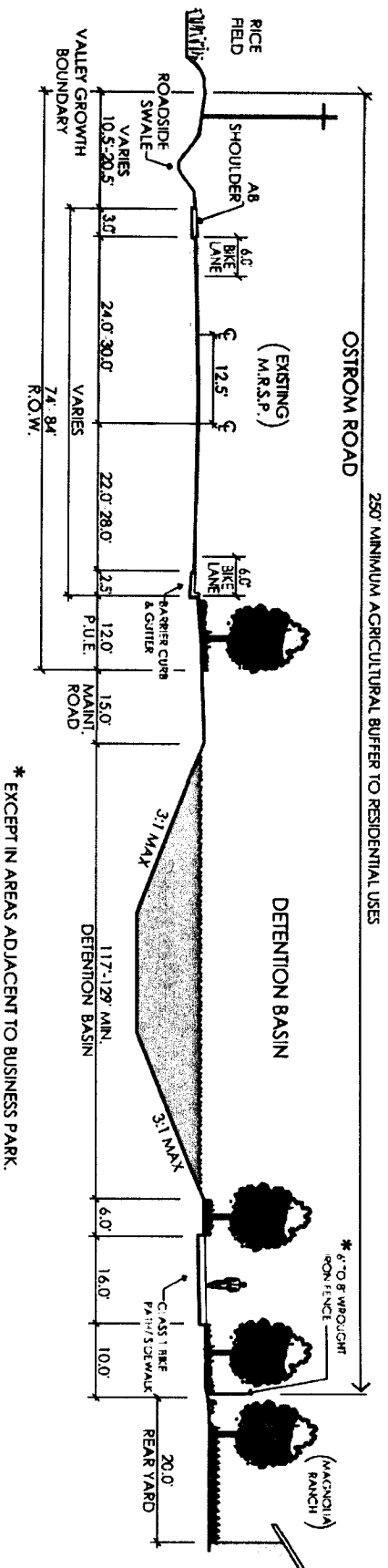


EXHIBIT 2-2 OSTROM ROAD AGRICULTURAL BUFFER TO RESIDENTIAL USES



In order to minimize the potential for conflicts with farming operations located on the north side of Ostrom Road, the Specific Plan includes a 250-foot (minimum) permanent buffer, which incorporates the extended right-of-way for Ostrom Road along with a double row of trees and a wrought iron style open fence. A series of drainage basins provide extended separation between urban uses and the farming use for a portion of the Ostrom Road frontage.

The Multi-Purpose Open Space designation along Ostrom is primarily intended to serve as an agricultural buffer, which will contain drainage facilities, trails, passive and active open space, and other uses listed for the MPOS designation in the Land Use Matrix.

CHAPTER 2 – VISION FOR SUSTAINABILITY

2.4.1 AGRICULTURAL BUFFER (OSTROM ROAD)

2030 General Plan Policy NR 3.4 and Policy HS 7.4 require new developments adjacent to agricultural operations to incorporate design, construction and maintenance techniques to minimize conflicts with adjacent agricultural uses, including the use of buffers. However, Policy NR 3.5 provides that buffers are only required at the edges of the Valley Growth Boundary, and not adjacent to areas within the Valley Growth Boundary that are planned for urbanization.

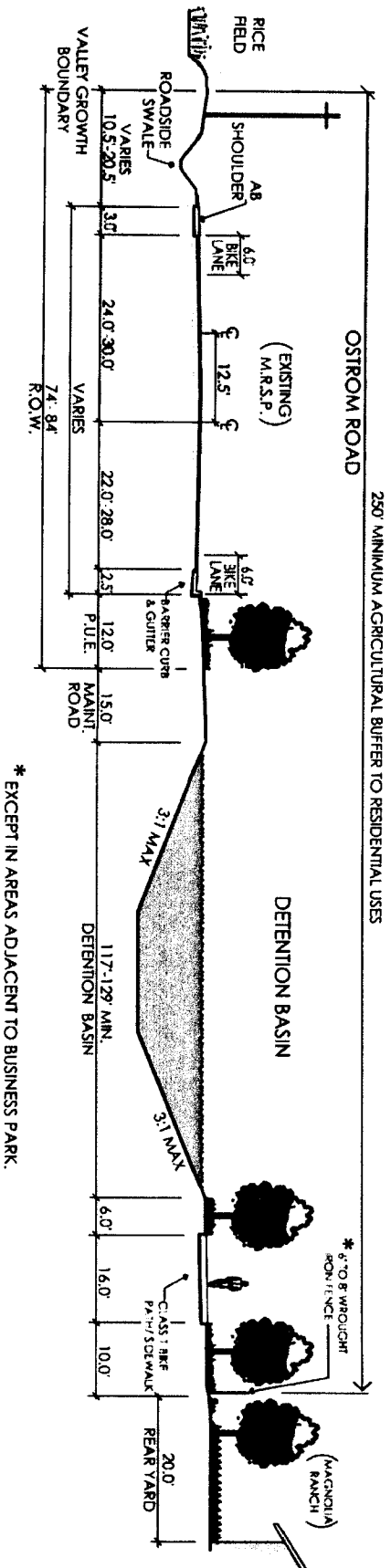


EXHIBIT 2-2 OSTROM ROAD AGRICULTURAL BUFFER TO RESIDENTIAL USES



In order to minimize the potential for conflicts with farming operations located on the north side of Ostrom Road, the Specific Plan includes a 250-foot (minimum) permanent buffer, which incorporates the extended right-of-way for Ostrom Road along with a double row of trees and a wrought iron style open fence. A series of drainage basins provide extended separation between urban uses and the farming use for a portion of the Ostrom Road frontage.

The Multi-Purpose Open Space designation along Ostrom is primarily intended to serve as an agricultural buffer, which will contain drainage facilities, trails, passive and active open space, and other uses listed for the MPOS designation in the Land Use Matrix.



2.4.1 AGRICULTURAL BUFFER (OSTROM ROAD)

2030 General Plan Policy NR 3.4 and Policy HS 7.4 require new developments adjacent to agricultural operations to incorporate design, construction and maintenance techniques to minimize conflicts with adjacent agricultural uses, including the use of buffers. However, Policy NR 3.5 provides that buffers are only required at the edges of the Valley Growth Boundary, and not adjacent to areas within the Valley Growth Boundary that are planned for urbanization.

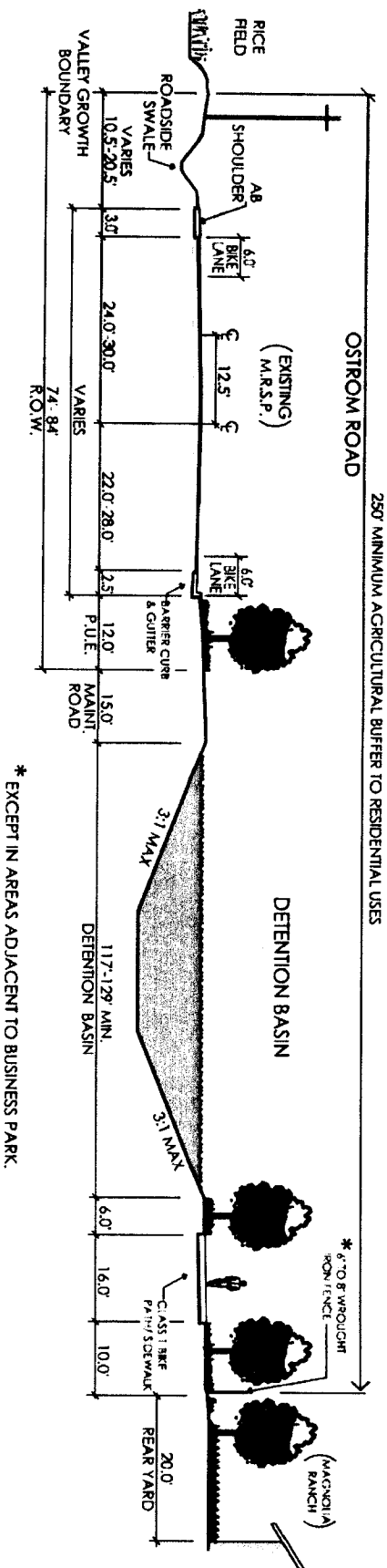


EXHIBIT 2-2 OSTROM ROAD AGRICULTURAL BUFFER TO RESIDENTIAL USES

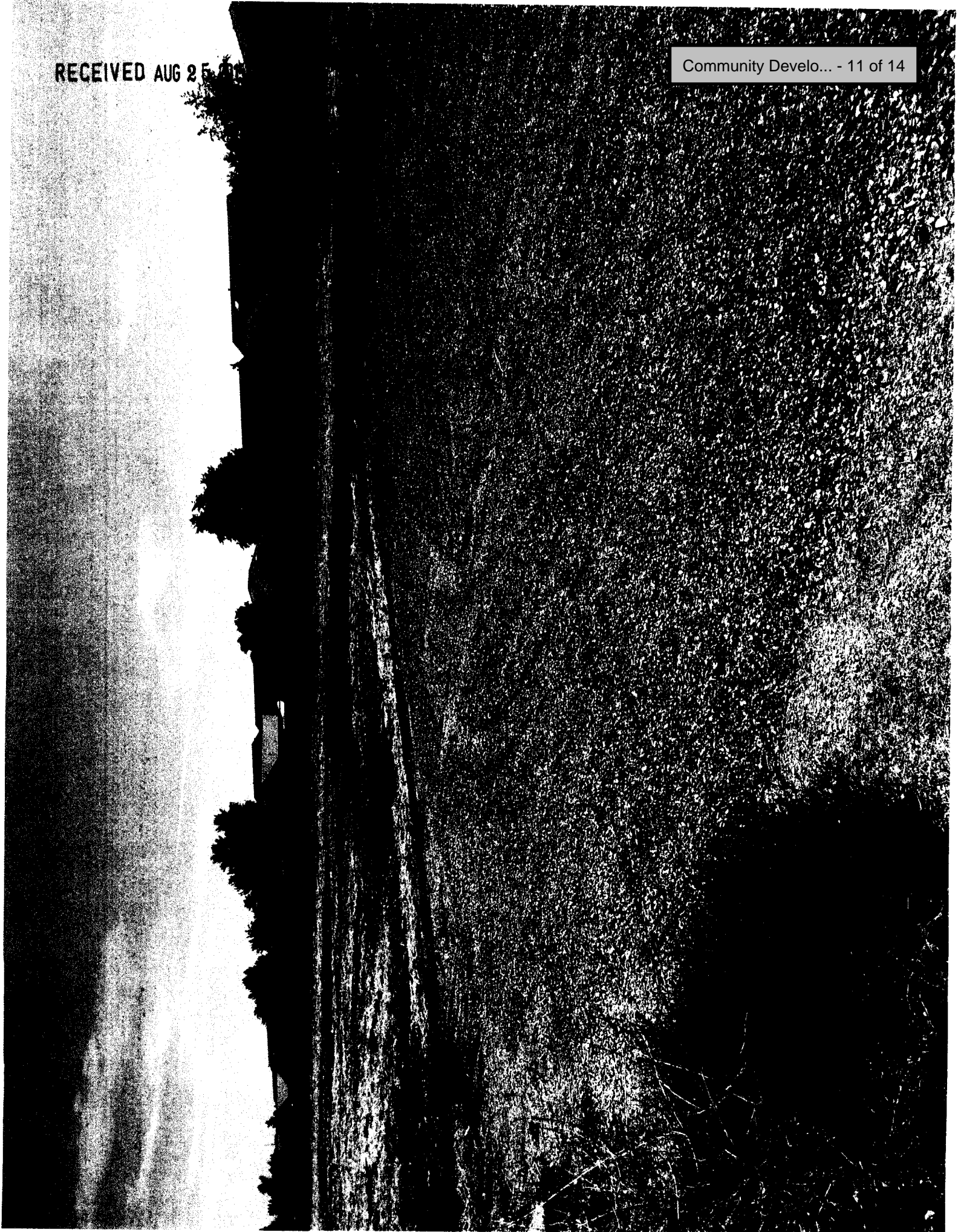


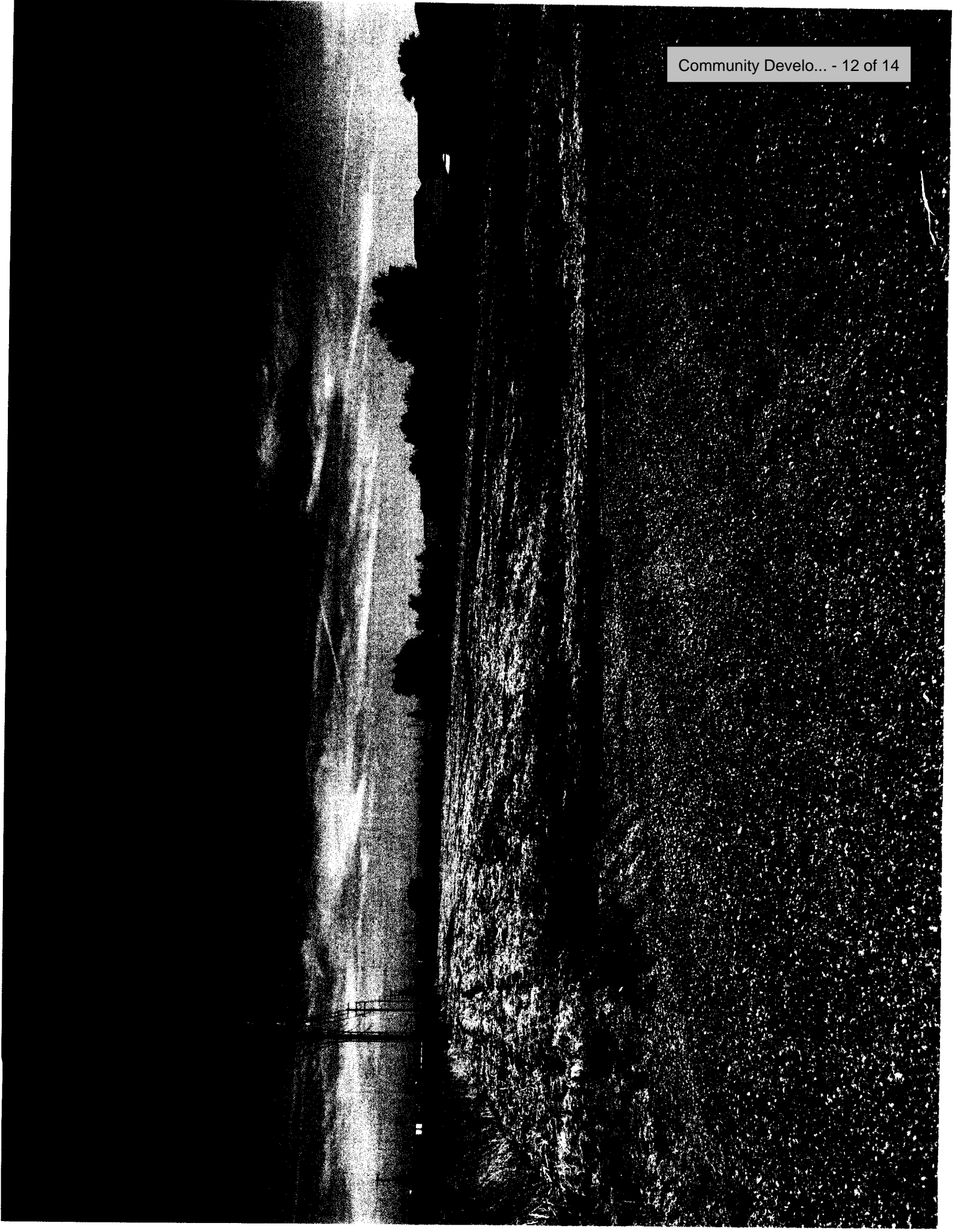
In order to minimize the potential for conflicts with farming operations located on the north side of Ostrom Road, the Specific Plan includes a 250-foot (minimum) permanent buffer, which incorporates the extended right-of-way for Ostrom Road along with a double row of trees and a wrought iron style open fence. A series of drainage basins provide extended separation between urban uses and the farming use for a portion of the Ostrom Road frontage.

The Multi-Purpose Open Space designation along Ostrom is primarily intended to serve as an agricultural buffer, which will contain drainage facilities, trails, passive and active open space, and other uses listed for the MPOS designation in the Land Use Matrix.

RECEIVED AUG 25 2011

Community Develo... - 11 of 14







THIS PAGE INTENTIONALLY LEFT BLANK

The County of Yuba

BOARD OF SUPERVISORS



AUGUST 11, 2015

The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 10:02 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 Supervisor Fletcher
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher – All present
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

MOTION: Move to approve MOVED: John Nicoletti SECOND: Randy Fletcher
AYES: Vasquez, Nicoletti, Griego, Abe, Fletcher
NOES: None ABSENT: None ABSTAIN: None

A. Administrative Services

1. (329-0815) Approve assignment of lease agreement between County of Yuba, BC Schmidt Construction, and BC Air, LLC and authorize Chair to execute. Approved.

B. Auditor-Controller

1. (330-0815) Adopt resolution enacting policies for GASB34 Compliance, recording revenue, inter-fund transactions, end of year audit adjusting entries, and incorporating policies into Administrative Policy and Procedures Manual. Adopted Resolution No. 2015-76, which is on file in Yuba County Resolution Book No. 46.

C. Board of Supervisors

1. (331-0815) Adopt resolution proclaiming support for local water suppliers' drought responses and committing to participate in assisting in the defense of their responses against certain state actions. Supervisor Abe recapped the purpose of the resolution.

The following individuals spoke:

- o Mr. Mike Filice
- o Mr. Jerry Norene
- o Mr. Al Lassaga
- o Mr. Zachary Cross

MOTION: Move to adopt MOVED: Roger Abe SECOND: John Nicoletti
AYES: Vasquez, Nicoletti, Griego, Abe, Fletcher
NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2015-77, which is on file in Yuba County Resolution Book No. 46.

2. (332-1815) Approve decision and findings of fact for Administrative Appeals regarding 5603 D South Gledhill Avenue, 5519 South Gledhill Avenue, and 5814 Garden Avenue, West Linda, and authorize Chair to execute. Approved.

D. Clerk of the Board of Supervisors

1. (333-0815) Approve minutes of the meetings of July 21 and 28, 2015. Approved as written.
2. (334-0815) Appoint Michael E. Lee to Resource Conservation District for a term ending November 30, 2016. Approved.

E. Community Development and Services

1. (335-0815) Approve Transportation Master Plan 2015-2019 recommended projects, funding sources, and schedule subject to formal approval of projects and funding in each fiscal year budget. Approved.
2. (336-0815) Award contract to apparent low bidder, R & R Horn, Inc., for Olivehurst Avenue Complete Streets Project and authorize Chair to execute. Approved.

F. County Administrator

1. (337-0815) Adopt resolution urging state to provide new sustainable funding for state and local transportation infrastructure. Adopted Resolution No. 2015-78, which is on file in Yuba County Resolution Book No. 46.
2. (338-0815) Approve appoint of Louie Mendoza as Agriculture Commissioner/Sealer of Weights and Measures to successive four-year term effective August 7, 2015. Approved.

G. County Counsel

1. (339-0815) Adopt resolution repealing Resolution No. 2000-105 and establishing new orderly system for destruction of County records and direct staff to incorporate retention policy into Administrative Policy and Procedures Manual. County Counsel Angil Morris-Jones recapped retention of records and responded to Board inquiries.

MOTION: Move to adopt MOVED: Andrew Vasquez SECOND: Randy Fletcher
AYES: Vasquez, Nicoletti, Griego, Abe, Fletcher
NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2015-79, which is on file in Yuba County Resolution Book No. 46.

H. Emergency Services

1. (340-0815) Adopt resolution proclaiming the existence of ongoing local drought emergency within County. Adopted Resolution No. 2015-80, which is on file in Yuba County Resolution Book No. 46.

I. Health and Human Services

1. (341-0815) Adopt resolution authorizing agreement with California for Multipurpose Senior Services Program for July 1, 2015 through June 30, 2016 and authorizing chair to execute required documents. Adopted Resolution No. 2015-81, which is on file in Yuba County Resolution Book No. 46.

J. Sheriff-Coroner

1. (342-0815) Adopt resolution approving actions necessary in support of creating new programming, medical, and mental health facility adjacent to Yuba County Jail and further support application for SB863 funding. Adopted Resolution No. 2015-82, which is on file in Yuba County Resolution Book No. 46.

IV. SPECIAL PRESENTATION

- A. (343-0815) Present proclamation to Teena Carlquist-Bogdanoff in honor of 25 years of service. (No background information) (Ten minute estimate) County Administrator Robert Bendorf read and presented proclamation along with Board members.

V. PUBLIC COMMUNICATIONS: None.

VI. COUNTY DEPARTMENTS

A. County Administrator

1. (344-0815) Adopt resolution authorizing Amendment No. 1 to Contract with Peterson Consulting Inc. and Shaw/Yoder/Antwhi, Inc. and authorizing Chair to execute. Legislative Affairs Coordinator recapped the agreement and responded to inquiries.

MOTION: Move to adopt MOVED: Roger Abe SECOND: John Nicoletti
AYES: Vasquez, Nicoletti, Griego, Abe, Fletcher
NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2015-83, which is on file in Yuba County Resolution Book No. 46

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

- A. (345-0815) Ordinance - Hold public hearing, waive reading, and introduce ordinance repealing and re-enacting Section 4.45.050 of Title IV Board and Commissions as it relates to First Five Yuba Commission membership. (Roll call vote) (First reading) (Ten minute estimate) First Five Yuba Director Cynthia Sodari briefly recapped. Chair Griego opened the public hearing. No one came forward.

MOTION: Move to close the public hearing, waive reading, and introduce ordinance
MOVED: Andrew Vasquez SECOND: John Nicoletti
AYES: Vasquez, Nicoletti, Griego, Abe, Fletcher
NOES: None ABSENT: None ABSTAIN: None

- B. (346-0815) Ordinance - Hold public hearing, waive reading, and introduce ordinance establishing Chapter 4.70 of the Yuba County Ordinance Code establishing Historic Resources Commission. (Roll call vote) (First Reading) (Ten minute estimate) Legislative Coordinator Russ Brown recapped the purpose of the commission and responded to Board inquiries.

Chair Griego opened the public hearing. No one came forward.

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

MOVED: Andrew Vasquez SECOND: Roger Abe

AYES: Vasquez, Nicoletti, Griego, Abe, Fletcher

NOES: None ABSENT: None ABSTAIN: None

- C. (347-0815) Ordinance - Hold public hearing, waive reading, and introduce ordinance creating Chapter 10.10 Expedite and Streamline Permit Process for Residential Rooftop Solar Energy System to the Yuba County Ordinance Code and make determination the ordinance is exempt from California Environmental Quality Act (CEQA). (First Reading) (Roll Call Vote) (Ten minute estimate) Chief Building Official Martin Griffin and Code Enforcement Manager Jeremy Strang recapped the ordinance, current and future process for permit and responded to Board inquiries.

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

- o Mr. Zach Cross

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

MOVED: Andrew Vasquez SECOND: Randy Fletcher

AYES: Vasquez, Nicoletti, Griego, Abe, Fletcher

NOES: None ABSENT: None ABSTAIN: None

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

- A. (348-0815) Notice from California Fish and Game Commission petition to list Humboldt marten as endangered. Received.
- B. (349-0815) Received from Board of State and Community Corrections regarding recidivism reduction grants. Received.
- C. (350-0815) Letter from Brophy Farming Community regarding Cross Roads Community Church Joshua House. Directed staff to provide response.
- D. (351-0815) Letter from United States Bureau of Reclamation enclosing DVD copy of Draft Environmental Impact Statement for coordinated long-term operation of the Central Valley Project and State Water Project. Received.

IX. BOARD AND STAFF MEMBERS' REPORTS:

Supervisor Nicoletti:

- o Farm Fresh Health Care Forum held in Sacramento

- Various local water resource meetings
- TRLIA meeting August 4, 2015 regarding Goldfields Project
- Community Service Commission meeting August 6, 2015
- Beale Community Partnership Wastewater Systems
- Tri County Juvenile Hall meeting July 31, 2015

Supervisor Abe:

- FRAQMD Meeting August 1, 2015
- Water meeting on August 6, 2015
- LAFCO meeting August 5, 2015
- Memorial Adjournment - Mr. Frank McGee

Supervisor Fletcher:

- Various Water meetings
- Leadership breakfast with elected officials
- Hallwood/District 10 Community Services District and retirement of Chris Haile

Supervisor Griego:

- FRAQMD meeting August 1, 2015
- LAFCO meeting August 5, 2015
- SACOG Transportation Workshop

County Counsel Angil Morris-Jones: October 16, 2015 swearing in ceremony

County Administrator Robert Bendorf:

- Employee healthcare choices
- Economic development coordination
- Tri County Juvenile Hall agreement
- LAFCO staff allocation

X. CLOSED SESSION The Board retired into closed session at 11:32 a.m. and returned at 1:32 p.m. with all present as indicated above.

A. Pending litigation pursuant to Government Code §54956.9(e)(3) – One Claim/Jimenez By unanimous vote the Board denied claim.

B. Pending litigation pursuant to Government Code §54956.9(d)(4) - Two Cases No report.

XI. 1:30 P.M. ADMINISTRATIVE APPEAL HEARING

(353-0815) Administrative Appeal Hearing: Hold appeal hearing to determine administrative penalty regarding APN 021-251-012/Ramirez, 5824 Montclair Avenue, East Linda. (Sixty minute estimate) Chief Deputy Counsel John Vacek administered the oath to Paula Almaguer for translation services.

The clerk administered the oath of testimony to those wishing to address the Board.

Code Enforcement Manager Jeremy Strang provided a PowerPoint presentation depicting marijuana cultivation; and recommended action to confirm the existence of a public nuisance, penalties, and costs; and responded to Board inquiries.

Mr. Luis Silva responded to inquiries from Mr. Strang relating to the number of plants, and when they were pulled, confirmed he had a prescription for 99 plants, and he rented the property from Martha Ramirez.

Mr. Santiago Ramirez responded to specific inquiries regarding joint ownership of the property with Mrs. Martha Ramirez.

The Chair opened the public hearing. No one came forward.

Following additional Board discussion, the Chair closed the public hearing.

MOTION: Move to confirm existence of public nuisance; confirm administrative penalty for \$10,300.00 per day; confirm enforcement costs of \$14,351.32; ordered enforcement costs be paid within 30 days of the date of order; ordered a special tax assessment when fees go unpaid and a lien be recorded with the Yuba County Recorder's Office

MOVED: Andrew Vasquez SECOND: Randy Fletcher

AYES: Vasquez, Nicoletti, Griego, Abe, Fletcher

NOES: None ABSENT: None ABSTAIN: None

XII. ADJOURN 2:13 p.m. in honor of Frank McGee.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

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

AUGUST 18, 2015



The Honorable Board of Supervisors of the County of Yuba met on the above date, commencing at 1:05 p.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. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher - Supervisor Nicoletti absent.

A. (359-0815) District Attorney/Probation/Sheriff-Coroner (Thirty minute estimate): Probation Assistant Manager Jim Moore recapped the following and responded to inquiries:

- Funding for juvenile and adult programs
- Trust account levels
- Staffing and filling of vacant positions

Sheriff Steve Durfor recapped the following and responded to inquiries:

- Staffing reductions
- \$1.7 million deficit reduced to \$400,000
- Dispatch service agreements
- Medical services within jail
- Animal care services
- Immigration and Customs Enforcement revenues - \$185,000
- 18 unfunded positions
- 23 vacant positions
- Industry standards for allocated positions

District Attorney Pat McGrath recapped the following and responded to inquiries:

- A87 costs significantly reduced
- Costs savings due to retirement
- Juvenile prosecutions
- Long-term capital improvements - Case management system

B. (356-0815) Agricultural Commissioner (Thirty minute estimate) Director Louie Mendoza and Assistant Director Kevin Roush provided and recapped the 2014 Crop Report, revenue sources, workload indicators, weights and measures registered devices, staffing and funding levels; and responded to inquiries.

Supervisor Nicoletti joined the meeting at 1:50 p.m.

C. (364-0815) Child Support Services (Thirty minute estimate): Director Tina Taylor provided funding allocation distribution, staffing, retirements, and new hires; performance measures and collections; focus changing from collection to customer service, and interactive engagement with both parents. Ms. Taylor responded to inquiries.

D. (362-0815) Treasurer Tax Collector (Thirty minute estimate): Postponed

The Board recessed at 2:45 p.m. and reconvened at 2:50 p.m. with all members present.

E. (366-0815) Assessor (Thirty minute estimate): Assessor Bruce Stottlemeyer and Assistant Assessor Kimberly Heisch recapped the local roll history and total taxable value less all exemptions; staffing levels; Proposition 8 valuations; and responded to inquiries.

F. (365-0815) Human Resources and Organizational Services (Thirty minute estimate): Director Jill Abel provided a PowerPoint presentation recapping the following:

- Recruitment, selection, and retention
- Voluntary/Involuntary turnover
- Employee Relations
- Historical statistics on unemployment claims
- Labor Relations
- Benefit Programs
- Risk Management Programs
- Workers Compensation Claims
- Data Management
- Compliance

Ms. Abel responded to Board inquiries.

The Board recessed at 4:00 p.m. and reconvened August 19, 2015 at 8:30 a.m. with Supervisors Vasquez, Griego, and Fletcher present.

G. (367-0815) Bi County Farm Advisor (Thirty minute estimate): Bi-County Farm Advisor Director Janine Hasey recapped staffing, funding, and responded to inquiries.

Ms. Emily Schoenfelder, Youth Development Representative, recapped the following and responded to inquiries:

- Building skills, competence, contribution
- 4H Club Programs
- Food Smart Families
- California Military

Ms. Josey Flattery, Nutrition Education Representative, recapped the following and responded to inquiries:

- Services within five counties
- MJUSD Primary Sites
- Healthy YOUba Group

Ms. Heidi Hutchins, Master Gardeners Program Representative, recapped the following and responded to inquiries:

- 61 Master Gardeners
- Community Outreach Programs
- Farmers Market
- Water-wise Workshops
- Program values

- H. (368-0815) Clerk/Recorder (Thirty minute estimate): Clerk-Recorder Terry Hansen recapped the following and responded to inquiries:
- Increased recordings
 - New of software systems in all divisions
 - Digitizing records
 - Aging voting equipment
 - Voting centers
 - Proposed legislation regarding elections
 - Implementation of statewide voter database
 - Staffing

- I. (369-0815) County Administrator/Office Emergency Services (Thirty minute estimate) County Administrator Robert Bendorf recapped staffing and indicated staffing changes would be forthcoming.

Emergency Services Director Scott Bryan recapped the following:

- Grant allocation revenues
- Flood safety plan for reclamation districts
- Training opportunities for staff and districts
- Certifications
- Emergency Center upgrades

Mr. Bendorf and Mr. Bryan responded to inquiries.

Mr. Bendorf recapped upcoming economic development strategies and plans for the near future.

- J. (370-0815) Information Technology (Thirty minute estimate): Chief Information Officer Paul LaValley provided a PowerPoint presentation recapping the following and responded to inquiries:
- Mission and Vision
 - Replication of data and systems
 - Efficiency through electronic government
 - Cost reductions - State CalNet3, AS400, Virtual Server Infrastructure
 - Secure mobile systems
 - Security compliance and efficiency
- K. (371-0815) Administrative Services (Thirty minute estimate): Administrative Services Director Doug McCoy recapped the following and responded to inquiries:
- Update of Purchasing Manual/Business operation outreach
 - Additional Solar project
 - Funding and staffing
 - Building and Grounds improvement projects
 - Facility improvements
 - Comprehensive ADA compliance review
 - Preventative maintenance program
 - Custodial Services
 - Automotive Service Fund
 - New Sheriff's facility and radio tower
 - Tri-County Juvenile Hall construction project
 - Airport roofing project
 - October Air Show

L. (372-0815) Library/Community Development & Services Agency (Thirty minute estimate): Director Kevin Mallen recapped the following and responded to inquiries:

- Library, staffing, and community events
- Community Development
 - Electronic Government
 - Permitting and integrating TrakIt and GIS programs
 - Development Code implementation
 - Gold Village
- Environmental Health staffing
- Public Works transportation funding

M. (373-0815) Bi-County Mental Health (Thirty minute estimate): Human Services Deputy Director and Bi-County Mental Health Director Tony Hobson provided a PowerPoint presentation recapping the following and responded to inquiries:

- Staffing, revenues, expenditures, and funding sources
- Patients served
- Service locations
- Prevention and Early Intervention Programs

Sutter County Human Services Director Tom Sherry and Deputy Director of Administrative Services Steve Marshall responded to inquiries.

The Board recessed at 12:33 p.m. and reconvened at 1:03 p.m. with Supervisors Vasquez, Abe, and Fletcher present.

N. (363-0815) Auditor-Controller (Thirty minute estimate): Auditor-Controller Rich Eberle recapped the following and responded to inquiries:

- Recovery of Property Administrative Fees
- A87 Cost Plan
- Policy and Procedures Manual

Supervisor Griego joined the workshop at 1:09 p.m.

Supervisor Nicoletti joined the workshop at 1:15 p.m.

O. (357-0815) County Counsel (Thirty minute estimate): County Counsel Angil Morris-Jones and Chief Deputy Counsel John Vacek provided a PowerPoint presentation recapping the following and responded to inquiries:

- Legal requests
- Special Districts
- Assessment Appeals Board
- Court Appearances/Conservatorships
- Revenues
- Medical Marijuana Ordinance and Enforcement
- Litigation/Initiatives
- Writ Proceedings in Court

Supervisor Abe Left the workshop at 1:51 p.m.

P. 361-0815) Health & Human Services Department (Thirty minute estimate): Director Jennifer Vasquez recapped through PowerPoint presentation and responded to inquiries:

- Vision and Mission
- Funding Sources
- Budget Considerations

Deputy Director Kathy Cole recapped through PowerPoint presentation and responded to inquiries:

- Public Assistance
- Medi-Cal/Cal-Fresh case load
- Call Center
- Veteran Services

Supervisor Griego left the workshop at 2:03 p.m.

Deputy Director Pam Morasch recapped through PowerPoint presentation and responded to inquiries:

- Adult Protective Services
- Children's Services
- Employment Services

Health Officer Dr. Nicole Quick recapped through PowerPoint presentation and responded to inquiries:

- Definition of Public Health
- Pregnant women and children
- Campaigns for children and health living
- Employee Wellness Program/Aetna Resources for Living

Q. (360-0815) Public Guardian-Conservator (Thirty minute estimate): Public Guardian Asha Davis recapped through PowerPoint presentation the following and responded to inquiries:

- Referrals/Demographics/Placements
- Funding sources
- Targeted Case Management Fund
- Fees assessed for estates and formula for assessing
- Training and staffing
- Discharging of conservatives

Supervisor Fletcher left the workshop at 2:41 p.m. and rejoined at 2:47 p.m.

R. (358-0815) Board of Supervisors/Clerk of the Board (Thirty minute estimate): Clerk of the Board of Supervisors Donna Stottlemeyer briefly recapped Board budget line items and responded to inquiries.

II. ADJOURN: 3:16 p.m.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

THIS PAGE INTENTIONALLY LEFT BLANK

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



(394-0915) Adopt... - 1 of 8

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

To: Board of Supervisors

From: Michael G. Lee, Public Works Director 

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

Date: September 01, 2015

Recommendation

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

Background/Discussion

Attached is the Annual Transportation Claim for funds from the Transportation and Development Act of 1971 as amended by SB 1335 approved June 25, 1982. The amount for the fiscal year 2015/2016 is \$1,076,159. This total includes:

Streets and Roads Claim	394,695.00
Yuba-Sutter Transit Authority	652,089.00
SACOG Planning	32,375.00

This request has been made in accordance with information provided by Yuba-Sutter Transit Authority that the above-mentioned funding is needed for fiscal year 2015/2016 to meet their transit needs.

Committee

Committee has been bypassed as no committee action is required.

Fiscal Impact

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

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

**RESOLUTION AUTHORIZING SUBMISSION)
OF TRANSPORTATION CLAIM FOR FUNDS)
FROM THE TRANSPORTATION)
DEVELOPMENT ACT OF 1971 AS AMENDED) RESOLUTION NO. _____**

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

WHEREAS, the Sacramento Area Council of Governments has advised Yuba County of an apportionment for fiscal year 2015/2016 of \$1,079,159; this total amount includes the sum required for Yuba-Sutter Transit Authority transit needs in the amount of \$652,089, and

WHEREAS, the funds required to meet the requirements of fiscal year 2015/2016 of the Yuba-Sutter Transit Authority can be met from the sum of \$652,089, the sum of \$394,695 can be utilized for street and road purposes, and the remaining sum of \$32,375 will be available for SACOG Planning Program.

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

BE IT FURTHER RESOLVED, that the Board of Supervisors hereby authorizes submission of an Annual Transportation Claim to the Sacramento Area Council of Governments for \$1,079,159; such funds to be used for purposes indicated in claim with \$652,089 apportioned

to Yuba-Sutter Transit Authority, \$394,695 for street and road purposes, and \$32,375 to SACOG for the Planning Program.

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

AYES:

NOES:

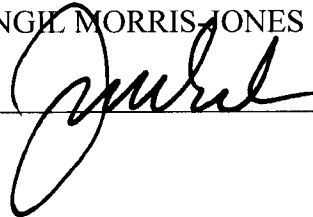
ABSENT:

ABSTAIN:

CHAIRMAN

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
ANGEL MORRIS JONES



TDA-1
TRANSPORTATION DEVELOPMENT ACT CLAIM

(394-0915) Adopt... - 4 of 8

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

FROM:

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

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

LTF:

\$427,070	FY 2015/2016
	FY
	FY
	FY
	FY

STA:

FY
FY
FY
FY
FY

Submitted by:



, Michael G. Lee

Title:

Public Works Director

Date:

August 14, 2015

TDA-2

(394-0915) Adopt... - 5 of 8

TDA-3**STATUS OF PREVIOUSLY APPROVED PROJECTS**

(394-0915) Adopt... - 6 of 8

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

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

Fiscal Year	Project Title	Amount Approved		Expenditures		Project Status
2014/2015	Article 8 – Section 99400 (a) for Streets & Roads, Routine Maintenance	358,624		358,624		Complete
2014/2015	SACOG Planning	26,295		26,295		Complete
TOTAL		\$ 384,919	\$	\$ 384,919	\$	

TDA-4
STATEMENT OF CONFORMANCE

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

The Yuba County Board of Supervisors

hereby certifies that the Transportation Development Act claim for fiscal years 2015/2016

in the amount of \$ 427,070.00 (LTF) and \$ 0.00 (STA)

for a total of \$ 427,070.00 conforms with the requirements of the
Transportation Development Act and applicable rules and regulations (see Attachment A for listing of
conformance requirements).

Certified by Chief Financial Officer



Title Auditor / Controller

Date

8/14/15

TDA-5
TDA CLAIM CERTIFICATION FORM

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

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

- (a) The attached budget or proposed budget for FY 2015/2016
- (b) The attached certification by the Department of the California Highway Patrol verifying that N/A is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.
- (c) The estimated amount of FY 2015/2016 maximum eligibility for moneys from the Local Transportation Fund and State Assistance Fund, as defined in Section 6634 is \$ 427,070.00

Signature of Chief Financial Officer



Agency Name County of Yuba

Date

8/14/15




COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

(395-0915) Adopt... - 1 of 4 RF
COUNTY ADMINISTRATOR
DIRECTOR OF EMERGENCY SERVICES
SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER
HOLLY POWERS
EMERGENCY OPERATIONS PLANNER

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: August 12, 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 August 11, 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.

THIS PAGE INTENTIONALLY LEFT BLANK

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

RESOLUTION:

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

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:

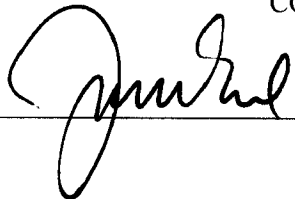
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL





COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

(396-0915) Adopt... - 1 of 4

F
R

DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN


EMERGENCY OPERATIONS MANAGER

HOLLY POWERS

EMERGENCY OPERATIONS PLANNER

Date: September 1, 2015

To: Yuba County Board of Supervisors

From: Scott Bryan, Emergency Operations Manager 

RE: Fiscal Year 2015 Emergency Management Performance Grant

Recommendation

Adopt resolution authorizing the Director of Emergency Services or the Emergency Operations Manager to execute and submit an application and any required documents as required for the FY 2015 Emergency Management Performance Grant (EMPG), including any other pertinent documents related to this program, and authorize the acceptance of said funds

Background/Discussion

The EMPG is an annual pass thru grant to support comprehensive all hazards emergency management at the state, tribal, and local levels to encourage the improvement of mitigation, preparedness, response, and recovery.

Committee

There was no committee action due to the routine nature of the request.

Fiscal Impact

The EMPG has a dollar for dollar cost sharing or in-kind match requirement, in the amount of \$140,433. This will not have a negative effect on the General Fund, as the existing OES budget is used to meet the match requirement.

THIS PAGE INTENTIONALLY LEFT BLANK

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

RESOLUTION:

SIGNATURE RESOLUTION AUTHORIZING)
THE COUNTY DIRECTOR OF EMERGENCY)
SERVICES AND THE EMERGENCY)
OPERATIONS MANAGER TO APPLY FOR)
THE FISCAL YEAR 2015 EMERGENCY)
MANAGEMENT PERFORMANCE GRANT,)
FURTHER AUTHORIZING THEM TO)
EXECUTE DOCUMENTS AS REQUIRED BY)
THE APPLICATION, THE RESULTANT)
GRANT AND/OR ANY PERTINENT)
DOUCMENTS RELATED TO THE PROGRAM)
AND ACCEPTANCE OF GRANT FUNDS) **RESOLUTION NO. _____**

WHEREAS, it is in the best interest of the citizens of the County of Yuba to be protected from the threat of terrorism and to obtain federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California for that purpose.

WHEREAS, the Department of Homeland Security Grant supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Emergency Services or the Emergency Operations Manager is hereby authorized to execute and submit a grant

application, for the Operational Area allocation of \$140,433 for and on behalf of the County of Yuba, a public entity established under the laws of the State of California.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba as follows: that the Director of Emergency Services or the Emergency Operations Manager is hereby authorized to accept FY 2015 Emergency Management Performance Grant funds in an amount not to exceed \$140,433; to execute, upon review and approval of County Counsel, documents as required by the application and the resultant grant; to authorize and execute the allocation of grant funds received.

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:

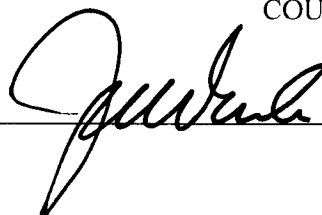
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



The County of Yuba

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



(397-0915) Appro... - 1 of 32

Dr. Nichole Quick, MD, MPH
Health Officer
Phone: (530) 749-6366

TO: Board of Supervisors
Yuba County

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

DATE: September 1, 2015

SUBJECT: Agreement with Yuba College for the Independent Living Program

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Agreement between Yuba County, on behalf of its Health and Human Services Department, and Yuba Community College for services for the Independent Living Program (ILP) in the amount of \$66,839.00 for the term of July 1, 2015, through June 30, 2016.

BACKGROUND: Yuba County has contracted with Yuba Community College to provide ILP services since July 2000. ILP provides services to youth in foster care between the ages of 16 and 18 years of age, to youth who choose to remain in care after their eighteenth birthday, and can be extended to youths up to 21 years of age who were in foster care at the time of their 18th birthday, but who decline to remain in care. The services, which train and assist these youths in successfully transitioning into adulthood and out of the foster care living environment, include: training in employment preparation and attainment, securing housing, money management, and instruction on computer assembly as well as use of various computer applications. Additionally, the services focus on increasing and supporting the self-image and self-esteem of participating youths and provide them with exposure to such activities as community services, the arts, and other positive experiences.

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

COMMITTEE: The Human Services Committee was by-passed as this is an annual routine request with no General Fund impact.

FISCAL IMPACT: Approval of this Agreement with Yuba Community College for ILP services will not impact County General Funds. The costs for ILP Services are funded through a combination of Federal funds and Local Realignment 2011 funds.

THIS PAGE INTENTIONALLY LEFT BLANK

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

OPERATIVE PROVISIONS

1. SERVICES.

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

2. TERM.

Commencement Date: July 1, 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-4.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

10. 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"

"CONTRACTOR"

COUNTY OF YUBA

YUBA COLLEGE

Chair,
Yuba County Board of Supervisors



Dr. Douglas B. Houston,
Chancellor

INSURANCE PROVISIONS APPROVED:



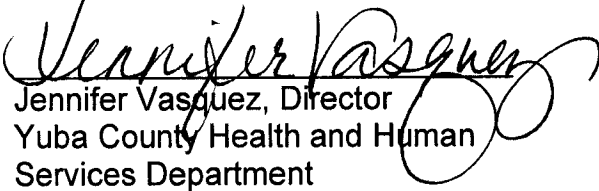
Jill Abel
Human Resource Director and Risk Manager

APPROVED AS TO FORM:



Angil Morris-Jones,
County Counsel

RECOMMENDED FOR APPROVAL:



Jennifer Vasquez, Director
Yuba County Health and Human
Services Department

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

A.1.1. CONTRACTOR shall:

- A. Provide weekly training to former and current foster care youths beginning between the ages of 16 and 21. Trainings shall be conducted in up to two classroom settings with ILP youths assigned on the basis of competency areas.
- B. Select, secure and schedule presenters for weekly trainings.
- C. Arrange site support, including equipment, presentation materials and refreshments as appropriate for the trainings.
- D. Select, secure and schedule activities.
- E. Develop, print, mail, and e-mail all activity announcements to the ILP youth as well as their foster parents.
- F. Register participants for the planned enrichment activities.
- G. Arrange for lodging when needed for presenters.
- H. Purchase computer, printer, and other necessary equipment for (6) identified ILP youths and provide two days of training on how to operate the computer and printer during the term of this Agreement.
- I. Provide at least two one-day retreats for selected ILP youth which includes trainings, site support, and meals.
- J. Plan, facilitate, and carry out all activities for the ILP program. Additionally, CONTRACTOR shall identify new and emerging activities, ideas, and issues surrounding the youth in regards to the ILP program which would benefit the youth and strengthen their resources.
- K. CONTRACTOR shall meet and confer on a monthly basis with YCHHSD staff and other adults who participate in the weekly trainings or activities.

///

A.1.2. YCHHSD shall:

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

A.2. TIME SERVICES RENDERED.

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

A.3. MANNER SERVICES ARE TO BE PERFORMED.

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

A.4. FACILITIES FURNISHED BY COUNTY.

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

///

///

///

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Sixty-Six Thousand Eight Hundred Thirty-Nine Dollars (\$66,839.00), as specified in Attachment G – Independent Living Program Budget. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Sixty-Six Thousand Eight Hundred Thirty-Nine Dollars (\$66,839.00), without an amendment to this Agreement approved by the Director of the Yuba County Health and Human Services Department.

B.2 FISCAL PROVISIONS.

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

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

B.2.2 CONTRACTOR agrees to submit a Monthly Statistical Report (Attachment J) for each month of the payment period for which a quarterly invoice is submitted for payment. The Monthly Statistical Report shall provide the statistical information requested pertaining to the provision of services rendered for which payment is being requested

B.3 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 8) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

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

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

ATTACHMENT C

ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C.11.2 The Federal Government, County of Yuba, State of California or its designee shall have the right to investigate, examine and audit all records, books and papers or documents related to the conduct of this program funded by this Agreement.

C.11.3 CONTRACTOR shall maintain such program and fiscal records and make such program statistical fiscal records as are required by COUNTY. CONTRACTOR agrees to comply with procedures established by COUNTY regarding timely completion and submission of required reports.

C.11.4 CONTRACTOR agrees to retain all fiscal records, invoice documentation and property records pertinent to this Agreement for a period of not less than five (5) years following the termination date of this Agreement.

C.11.5 CONTRACTOR shall ensure completion of a financial audit after the completion of this Agreement. The contractor's single audit, as prescribed in Public Law 98-502, shall fulfill the financial auditing requirement of the CDSS Manual of Policies and Procedures, Section 23-640.2. CONTRACTOR shall provide COUNTY with a copy of the final audit of this activity.

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

C.11.7 Property procured with ILP funds shall be used for the specified purposes. CONTRACTOR shall adhere to procedures and recording requirements as may be published by the Federal Government, State of California, and/or COUNTY in order to maintain accountability for property.

C.11.8 CONTRACTOR shall be liable for all amounts which are determined to be due by the Federal Government and/or the State of California including, but not limited to, disallowed costs that are a result of CONTRACTOR's or its contractors conduct under this Agreement. CONTRACTOR shall be notified and shall participate in any controversy or proceeding between COUNTY and the State of California and/or the Federal Government arising from this Agreement.

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

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

C.14 CIVIL RIGHTS. CONTRACTOR warrants that it is aware and understands that the California Department of Social Services (CDSS), in accordance with Division 21 of the Manual of Policies and Procedures (MPP), requires subcontractors that provide services for welfare programs comply with the nondiscrimination statutes as specified in Provision D.12 of this Agreement. CONTRACTOR is hereby informed that additional Civil Rights information and resources are available to CONTRACTOR on the California Department of Social Services, Civil Rights Bureau, website: <http://www.cdss.ca.gov/civilrights/> and CONTRACTOR agrees to advise subcontractors of this website source of Civil Rights information. CONTRACTOR also agrees to sign Attachment K-Vendor Assurance of Compliance (CR50).

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

ATTACHMENT D

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards

observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

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

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

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

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

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

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

cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

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

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

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

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

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent

breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to "COUNTY":

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

With a copy to:

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

If to "CONTRACTOR":

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

ATTACHMENT E

INSURANCE PROVISIONS

E.1 INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

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

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

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

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

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

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

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

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of

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

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

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

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

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

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

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

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

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

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

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

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

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

///

///

///

ATTACHMENT F**COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS****F.1 INTRODUCTION.**

For the purposes of carrying out a contract to provide services to clients eligible for the Yuba Community College (CONTRACTOR) entered into between the COUNTY and CONTRACTOR, the COUNTY has provided the CONTRACTOR access to confidential information. The provisions and statements set forth in this document outline the CONTRACTOR's responsibilities for safeguarding this information.

F.2 DEFINITIONS.

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

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

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

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

F.3 BACKGROUND.

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

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

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

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

F.4 PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

F.4.8 NOTIFICATION OF BREACH.

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

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

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

F.4.8.3 The CONTRACTOR shall immediately investigate such actual or suspected breach, security incident, or unauthorized access of confidential information. Within seventy two (72) hours of the discovery, if an actual

breach has occurred, the CONTRACTOR shall notify the individual identified in section 4.8.2 of the following:

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

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

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

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

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

///

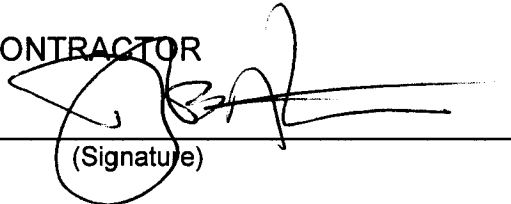
///

F.5 ACKNOWLEDGEMENT OF RECEIPT AND SIGNATURE.

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

DATED: 8/7/15

CONTRACTOR

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

(Signature)

Douglas B. Houston, Chancellor

(Print Name and Title)

ATTACHMENT G

INDEPENDENT LIVING PROGRAM BUDGET FY 2015/16			
FEE SERVICES			TOTALS
	No. of Trainings	Cost per Training	
Weekly Trainings (ILP Classes)*	44	\$ 858.38	\$ 37,769
*(no more than 47 trainings allowed)			
	No. of Youth	Cost per Youth	
Computer Camp			
2014/15 Computer Camp	6	\$ 1,500	\$ 9,000
DIRECT SERVICE BUDGET			
Graduations/Celebrations	Cost	Total	
Gifts	\$ 11,000		
Meals	\$ 2,200		
Presenter	\$ 1,400		
Subtotal:		\$ 14,600	
Day Retreat			
Supplies	\$ 1,300		
Consult/Presenter	\$ 600		
Conference	\$ 1,000		
Subtotal:		\$ 2,900	
Total Direct Service Budget:			\$ 17,500
Total Fees and Direct Service Budget:			
OVERHEAD/ADMIN COSTS			
	%	Total Budget	
Agency Overhead*	4%	\$ 64,269	\$ 2,570.75
Costs not directly associated with the performance of service (*for efficiency purposes, includes overhead for entire program services other than Interpreter Services)			
TOTAL ANNUAL COST:			

ATTACHMENT H**Cost Justification - Annual Cost of Weekly ILP Training Classes FY 2015/16****PERSONNEL EXPENSE (Total and Allocation by Class)****SALARY**

Position/Class	Name	Annual Salary	% of Time	Annual Service Cost Amount
Program Director	Karen Stanis	\$ 80,966	3.5%	\$ 2,834
Program Specialist	Diana Adams	\$ 23,020	35.0%	\$ 8,057
Program Trainers/Presenters	College/Non-College Staff	N/A	N/A	\$ 4,600
Childcare Providers	Non-College Staff	N/A	N/A	\$ 550
Fiscal Technician	Cheryl Peters	\$ 55,178	4.0%	\$ 2,207
Total Cost of Service Salary:				\$ 18,248

BENEFITS (Employer paid benefits of staff performing actual service)

Position/Class	Name	Annual Benefits	% of Time	Annual Service Cost Amount
Program Director	Karen Stanis	\$ 37,934	3.5%	\$ 1,328
Program Specialist	Diana Adams	\$ 5,600	35.0%	\$ 1,960
Program Trainers/Presenters	College/Non-College Staff	N/A	N/A	\$ 280
Childcare Providers	Non-College Staff	N/A	N/A	\$ 50
Fiscal Technician	Cheryl Peters	\$ 31,653	4.0%	\$ 1,266
Total Cost of Service Benefits:				\$ 4,884

OPERATING COSTS

(Costs directly associated with services, i.e. office supplies, space rent, utilities, communication, etc.)

Description		Annual Service Cost Amount
Meals	(Avg. Annual Cost)	\$ 8,200
Printing, Postage	(Avg. Annual Cost)	\$ 400
Mileage	(Avg. Annual Cost)	\$ 150
Rentals	(Avg. Annual Cost)	\$ 200
Activity Supplies (Experientials)	(Avg. Annual Cost)	\$ 2,500
Instructional Supplies	(Avg. Annual Cost)	\$ 787
Activities	(Avg. Annual Cost)	\$ 2,400
Total Services Operating Costs:		\$ 14,637

Total Personnel and Operating Costs for ILP Class:**\$ 37,769**

ATTACHMENT I Invoice Format

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

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

Direct Service Costs	
Graduations/Celebrations	
	Gifts _____ align="right">\$
	Meals _____ align="right">\$
Total Graduation/Celebration Expenses align="right">\$	
Weekend Retreats	
	Supplies _____ align="right">\$
	Consultant/Presenter _____ align="right">\$
	Conference _____ align="right">\$
Total Weekend Retreats align="right">\$	

Subtotal (Service fees + Direct Service Costs)	\$
Agency Admin Costs (4% of subtotal)	\$
Invoice Grand Total (subtotal + Admin Costs + Interpreter Services)	\$

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

_____ Authorized Signature	_____ Date
-------------------------------	---------------

Mail original and back-up documentation to:

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

ATTACHMENT J

**Yuba College
Monthly Statistical Report
For
ILP Services**

Report Month _____

- 1) Number of classroom trainings conducted during the report period _____
- 2) In the classroom trainings conducted:
 - a) The unduplicated number of emancipated or 18-year-old youths that attended: _____
 - b) The unduplicated number of 16 and 17-year-old youths that attended: _____
- 3) Enrichment activities were conducted and attended during the report period as follows:

<u>Activity</u>	<u>Number Attended</u>
------------------------	-------------------------------

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

--	--

**ATTACHMENT K
VENDOR ASSURANCE OF COMPLIANCE WITH
THE YUBA COUNTY
WELFARE DEPARTMENT**

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

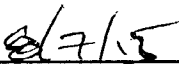
Yuba Community College HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title 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

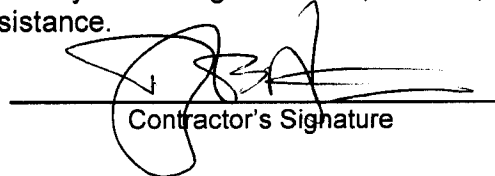
THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

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.



Date


Contractor's Signature

2088 North Beale Road, Marysville, CA 95901

Address of vendor/recipient

CR50-Vendor Assurance of Compliance

(08/13/01)



Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services *de*
Date: September 1, 2015
Re: 4H Camp

Recommendation

Provide staff direction on alternatives for the County's 4H Camp

Background

The County currently owns the 85 acre 4H Camp in Dobbins, and has contracted with Environmental Alternatives to operate and maintain it. There are 3 ½ years left on the agreement.

The Golden Empire Council of the Boy Scouts of America is the Scout Council that covers the entire North State area from Sacramento to the border. They have approached the County to inquire about their possibly acquiring the County's 4H Camp property in Dobbins.

Discussion

The Boy Scouts are looking for a 'low altitude' camp that they could develop and use year 'round. They have shared they have significant funding available to make a substantial investment into developing the camp, and they believe they will bring a steady flow of visitors to the foothills.

County staff would like the Board's direction on whether there is an interest in the County's divesting itself of the 4H Camp property.

Committee Impact

As this is informational only, the item has been brought directly to your Board for review and discussion.

Fiscal impact

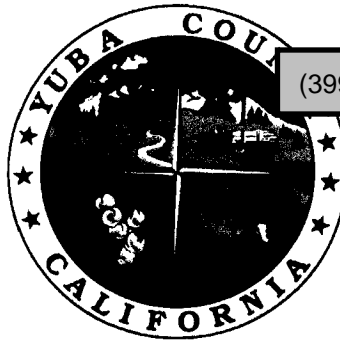
There is no financial impact at this time.

THIS PAGE INTENTIONALLY LEFT BLANK

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. MORRIS-JONES

(399-0915) Recei... - 1 of 2

JOHN R. VACER
CHIEF DEPUTY

JOHN C. WHIDDEN
DEPUTY

ERIKA J. STEDMAN
LEGAL SERVICES COORDINATOR

TO: Yuba County Board of Supervisors
FROM: Angil P. Morris-Jones, County Counsel
DATE: September 1, 2015
SUBJECT: Dog Barking Ordinance

Recommendation: Give direction to staff regarding the County's Dog Barking Ordinance

Discussion: Supervisor Griego, during Board and Staff Members Reports stated that the current dog barking ordinance needed to be reviewed as she and other members of the Board have been receiving complaints from members of the public regarding its lack of effectiveness. It was agreed that the issue would be forwarded to the Sheriff's Department and then placed on the Board's agenda as a general discussion item.

Fiscal Impact: None

Committee Action: NA

THIS PAGE INTENTIONALLY LEFT BLANK

The County of Yuba



Office of the County Administrator

Robert Bendorf, County Administrator

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB*
RE: Consider adoption of a First Amendment to the Tri-County Joint Powers Agreement for the Juvenile Rehabilitation Facility
DATE: September 1, 2015

RECOMMENDATION

It is recommended that the Board of Supervisors consider adopting a resolution approving a First Amendment to the Tri-County Joint Powers Agreement for the Tri-County Regional Juvenile Rehabilitation Facility and authorize the Chairman to sign the amendment.

BACKGROUND

Since 1975, Yuba and Sutter counties have operated a Bi-County Juvenile Hall pursuant to a Joint Powers Agreement (JPA). The JPA required, at that time, Sutter County to make a cash payment to Yuba County with operating expenses shared equally between the two counties. Since entering into the JPA, both counties have funded enhancements (through local and state resources) to the property, including the addition of a Secured Housing Unit, a highly successful Camp (Camp Singer) utilized by both counties and numerous other counties in northern California, a new kitchen, replacement of energy inefficient equipment through a countywide solar and energy efficiency project, re-roofing, and numerous other projects impacting the General Fund of both counties. All projects were significant investments in the facility and several were to maintain an otherwise aging facility.

In 2010, Colusa County was awarded a \$5,655,740 Local Youthful Offender Rehabilitation Facilities Construction Funds Grant pursuant to Senate Bill (SB) 81 which, pursuant to SB 365, could be redirected to another county if the Board of State and Community Corrections determined that the redirection

would result in cost savings, regional efficiencies, improved outcomes and enhanced services to minors.

In 2013, the Colusa County Probation Chief communicated with the Yuba County Probation Chief about the possibility of transferring the Colusa County grant award to Yuba County and building a new juvenile detention facility for all three counties. At that time, it was anticipated that the cost for Colusa County to operate its own juvenile hall would be approximately \$1.2 to \$1.5 million annually. Considering the potential benefit to all three counties, a collaborative effort began to transfer the grant to Yuba County.

Yuba, Sutter and Colusa counties formed a Tri-County JPA in May 2014, with each Board approving the JPA and cost sharing ratios. The JPA replaced the Bi-County JPA, assigned the SB 81 grant to the JPA, established ownership and cost sharing ratios and made bed allocations as follows:

	<u>Cost Sharing Ratio</u>	<u>Bed Allocations</u>
Yuba County	40%	19
Sutter County	40%	19
Colusa County	20%	10

Considering the above stated cost sharing ratios and bed allocations it is important to note that:

- The Bed Allocations do not include the Secured Housing Unit. Fifteen (15) beds are available, however current funding does not allow for staffing of this unit.
- The Bed Allocations do not include the Maxine Singer Youth Guidance Center (Camp Singer); however operational costs for Camp Singer are included in the Juvenile Hall budget and are part of the above stated cost sharing ratios between the three counties.
- The current Juvenile Hall operation is staffed for thirty (30) beds and not the full allotment of forty eight (48) beds as indicated above.
- The cost sharing ratios and bed allocations apply to the existing facility and the proposed new facility, and also apply to the local cost share of the SB 81 grants for the new facility.

It should be noted that all three counties were successful in securing an additional \$9.6 million SB 81 grant award from the Bureau of State and Community Corrections subsequent to entering into the Tri-County JPA.

DISCUSSION

Subsequent to the adoption and effective date of the new Tri-County JPA (eff. July 1, 2014) Colusa County has brought forward concerns regarding the cost sharing ratio. Concerns include:

- Per Colusa, the projected new costs unexpectedly increased their juvenile custody costs significantly, which involved renting of beds from several jurisdictions at an average annual cost of \$368,000 a year.
- FY 14-15 budgeted / allocated costs to Colusa were estimated at \$714,000.
- After a mid-year review of projected share of cost for Colusa, a flat line projection is estimated to be approximately \$600,000.
- Average Colusa juvenile bed usage for the first half of the year was less than 40% of its allocation (fewer than 4 beds per day average).

The County Administrative Officers for Colusa, Sutter and Yuba met on two occasions to discuss Colusa's concerns. It was agreed that Colusa would continue using its cost sharing ratio for FY 14-15; however following an analysis of Colusa County's usage we would meet again to possibly modify the JPA.

Based on historical averages as a Bi-County Juvenile Hall, juvenile custody populations for Sutter and Yuba vary from day to day, month to month and year to year. Due to unexplainable variations over the years and 40-50% population swings, both counties agreed it would be easier and require fewer resources to split operation costs 50/50, as it appeared over the years the population attributed to each county averaged out. More importantly, a degree of certainty for the Administrative staff and Boards of each County is provided for budgeting and a guarantee of bed space for juvenile custodies for both counties was in place.

In summary, based on Yuba County's history of managing the institution for nearly four decades, it is difficult to project juvenile custody populations. The range of number of detainees and actual "child care days" can vary significantly per county. Having guaranteed bed space for each county, at one facility, through a three party agreement is advantageous for all parties; however, both Yuba and Sutter County staff recognize the less than projected use of the juvenile facility by Colusa County.

Staff from Sutter and Yuba Counties supported Colusa's request to review their first year of participation in the JPA. Based on that review and a review of the entirety of the facility/services provided, staff is recommending approval of a JPA amendment between the three counties that:

1. Sets ownership, bed allocation and programs, liability, operational expenses – fixed costs, and facility/capital improvements (upgrades/enhancements) cost sharing at Sutter 44%, Yuba 44% and Colusa 12%. This amendment also contains a provision regarding potential over usage of bed days by Colusa only and would provide for payment of such over usage.
2. Sets the local cost sharing match for facility/capital improvements for new facility at Sutter 40%, Yuba 40% and Colusa 20% and adds clarifying language.
3. Sets a policy goal of establishing an operational contingency fund policy beginning in the 2016-2017 Fiscal Year.

Per the latest meeting of the Juvenile Rehabilitation Oversight Committee that was held, they approved the above recommended cost share and related items to amend the JPA.

FISCAL IMPACT

Based on preliminary budget estimates for Fiscal Year 2015-2016 it is estimated the increased costs to Sutter and Yuba counties are anticipated to be approximately \$157,000 each and Colusa will experience a reduction of approximately \$314,000.

For Yuba County, it is recommended that the Board of Supervisors direct staff to include this increased amount in the Final Budget recommendations for the current fiscal year.

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

IN RE:

**RESOLUTION)
ADOPTING AN AMENDMENT TO)
THE JOINT EXERCISE OF POWERS)
AGREEMENT FOR THE ESTABLISHMENT)
AND OPERATION OF THE TRI-COUNTY)
REGIONAL JUVENILE REHABILITATION)
FACILITY)**

RESOLUTION NO. _____

WHEREAS, the Board of Supervisors of the County of Yuba (YUBA), County of Sutter (SUTTER) and the County of Colusa (COLUSA) adopted the original Joint Exercise of Powers Agreement (AGREEMENT) for the Tri-County Regional Juvenile Rehabilitation Facility (FACILITY) on various dates in May 2014; and

WHEREAS, the counties of SUTTER and YUBA previously had a Bi-County agreement since 1975 (up to the adoption of the current AGREEMENT) and eventually agreed to annually fund the operations of the FACILITY by each taking a fifty percent share of operating and facility upgrade/enhancement costs; and

WHEREAS, all parties to this agreement recognizes the willingness of COLUSA to convert a juvenile facility grant award from the State of California to YUBA and the effort by all parties to obtain additional funding to obtain a companion grant from the State of California to design and build a tri-county regional juvenile rehabilitation facility; and

WHEREAS, COLUSA prior to entering into the AGREEMENT previously rented juvenile detention facility bed space from several counties for their juvenile detainees; and

WHEREAS, YUBA, SUTTER and COLUSA recognizes the varying number of daily juvenile populations and how it impacts current and future year budget projections; therefore recognizes the importance of having guaranteed bed space by being a party to the AGREEMENT; and

WHEREAS, in consideration of a review of the first year that COLUSA has been party to the AGREEMENT, it is recommended to the Board of Supervisors from YUBA, SUTTER and COLUSA to

reduce the annual cost sharing for COLUSA from twenty percent to fifteen percent according to the attached First Amendment to the AGREEMENT; and

WHEREAS, the oversight committee has made a recommendation that the Board of Supervisors of YUBA, SUTTER and COLUSA recommended a cost sharing of twelve percent for COLUSA, however the attached first amendment contains staff's recommendation of fifteen percent for COLUSA; and

WHEREAS, based on the foregoing, good cause has been shown to justify a reduced share of cost for COLUSA; and

WHEREAS, the state grant funding available for the construction of a new FACILITY will require local matching funds; and

WHEREAS, YUBA, SUTTER AND COLUSA will share in these costs with forty percent allocated to YUBA, forty percent allocated to SUTTER and twenty percent allocated to COLUSA; and

WHEREAS, the Oversight Committee has made a recommendation that the Board of Supervisors of YUBA, SUTTER and COLUSA approve the proposed cost sharing as shown in the attached first amendment; and,

NOW, THEREFORE, BE IT RESOLVED that the First Amendment to the AGREEMENT between the counties of YUBA, SUTTER and COLUSA, which is attached hereto marked as Attachment "A" and by this reference is incorporated herein as though set forth in full, is adopted and the Chairman is authorized to execute same.

///

///

///

///

///

///

///

///

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the new cost sharing rates set forth in this amendment to the AGREEMENT is to be effective August 25, 2015.

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:

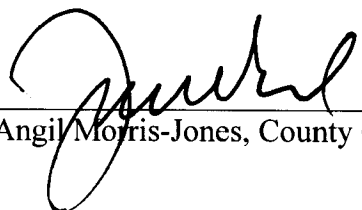
ABSTAIN:

By: _____
Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: _____

By:  _____
Angil Morris-Jones, County Counsel

**FIRST AMENDMENT TO THE
JOINT EXERCISE OF POWERS AGREEMENT FOR THE
ESTABLISHMENT AND OPERATION OF THE
TRI-COUNTY REGIONAL JUVENILE REHABILITATION FACILITY**

This Amendment to the Joint Powers Agreement ("JPA") for the Establishment and Operation of the Tri-County Regional Juvenile Rehabilitation Facility ("Facility") is made this 25th day of August 2015, by and between the County of Yuba, California ("Yuba"), the County of Sutter ("Sutter") and the County of Colusa ("Colusa").

RECITALS

A. In May 2014 Yuba, Sutter and Colusa as parties ("Parties") entered into a JPA for the establishment and operation of the Facility. The Facility is operated by Yuba.

B. The Parties mutually desire to amend the JPA by executing this amendment ("Amendment") to adjust the sharing formula by which the share of various costs, beds and liability is allocated to Party.

**NOW, THEREFORE THE PARTIES TO THE JPA
AGREE TO THIS AMENDMENT AS FOLLOWS**

**1. JPA Agreement Article 3, Section I, Paragraph B;
OWNERSHIP OF THE FACILITY**

This portion of the Agreement states ownership of the facility is to be shared by the Parties on a percentage basis as follows:

Yuba	40%
Sutter	40%
Colusa	20%

The Parties now agree by this Amendment to change these percentages to:

Yuba	44%
Sutter	44%
Colusa	12%

**2. JPA Agreement Article 3, Section III, Paragraphs A and B;
BED ALLOCATIONS and PROGRAMS**

These portions of the Agreement state the sharing formula to be applied to Bed Allocations and Programs as follows:

Yuba	40%
Sutter	40%
Colusa	20%

The Parties now agree by this Amendment to change these percentages to:

Yuba	44%
Sutter	44%
Colusa	12%

**3. JPA Agreement Article 3, Section III, Paragraph A;
BED ALLOCATIONS**

This portion of the Agreement specifies the anticipated bed allocations upon completion of the expanded facility.

The Parties now agree by this Amendment to add A.i as follows:

- i. Pending completion of the expanded facility, the Juvenile Hall and Camp Singer will routinely be staffed and operated at 30 beds each. During this period bed allocations shall be as follows: Yuba, 13 beds at each facility; Sutter, 13 beds at Juvenile Hall and 14 beds at Camp Singer; and, Colusa; 4 beds at Juvenile Hall and 3 beds at Camp Singer. The practice of allowing the Parties to temporarily exceed bed allocations will continue provided that the maximum capacity of each facility will not be exceeded.

**4. JPA Agreement Article 3, Section IV, Paragraph A.i;
OPERATIONAL EXPENSES – FIXED COSTS**

This portion of the Agreement states the sharing formula to be applied to fixed operational expenses as follows:

Yuba	40%
Sutter	40%
Colusa	20%

The Parties now agree by this Amendment to change these percentages to:

Yuba	44%
Sutter	44%
Colusa	12%

**5. JPA Agreement Article 3, Section IV, Paragraph A.i;
OPERATIONAL EXPENSES – FIXED COSTS**

This portion of the Agreement states the sharing formula to be applied to fixed operational expenses.

The parties now agree by this Amendment to add Paragraph A.i.d as follows:

- d) For the period ending June 30, 2016 and every year thereafter until the expanded facility is completed, Yuba will prepare a report detailing the actual facility usage by Yuba, Sutter and Colusa for the preceding twelve (12) months. This report will be distributed to the Oversight Committee. In any examination period where Colusa's average annual bed usage exceeds eighty percent (80%) of its annualized allocation of bed days at either the Juvenile Hall or Camp Singer, the Oversight Committee may, pursuant to Article 3, Section II, Paragraph D. vii of this Agreement, recommend modifications to the bed and fixed costs allocations for Colusa.

**6. JPA Agreement Article 3, Section V, Paragraph B;
FACILITY/CAPITAL IMPROVEMENTS**

This portion of the Agreement states the sharing formula to be applied to the cost of Facility upgrades or enhancements as follows:

Yuba	40%
Sutter	40%
Colusa	20%

The Parties now agree by this Amendment to change these percentages to:

Yuba	44%
Sutter	44%
Colusa	12%

**7. JPA Agreement Article 3, Section V, Paragraph C;
FACILITY/CAPITAL IMPROVEMENTS**

This portion of the Agreement addresses the construction of a new Facility.

The Parties now agree by this Amendment to modify Paragraph C as follows:

- C. It is anticipated that Yuba will coordinate the construction of three 16-bed pod detention areas for a total of 48 beds. Funding will primarily be derived from two state grants from BSCC the first being a \$5,655,740 that has been redirected from Colusa and the second being a \$9,600,000 grant that has been awarded to the JPA. These grants will be supplemented by matching funds from Yuba, Sutter and Colusa based on the following formula: Yuba 40%; Sutter 40%; and Colusa 20%. Oversight of the project from design to construction will be done by Yuba with the active participation and oversight of the Oversight Committee and the three county Chief Probation Officers.

**8. JPA Agreement Article 6;
LIABILITY**

This portion of the Agreement states the sharing formula to be applied to the cost of liability arising out of the operation and administration of the Facility as follows:

Yuba	40%
Sutter	40%
Colusa	20%

The Parties now agree by this Amendment to change these percentages to:

Yuba	44%
Sutter	44%
Colusa	12%

9. JPA Contingency Fund

Costs estimated for operations of the Facility are compiled annually based in part on prior year historical budgeted and actual expenditure amounts. Considering the high degree of volatility year over year in juvenile populations at the Facility, a Contingency Fund Policy shall be prepared and submitted to the Oversight Committee for adoption by the Yuba Board of Supervisors prior to the beginning of the 2016-2017 Fiscal Year.



THE COUNTY OF YUBA

OFFICE OF THE COUNTY ASSESSOR

Bruce Stottlemeyer
Assessor

Kimberly Heisch
Assistant Assessor

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

August 17, 2015

Subject: 2015/2016 Yuba County Assessment Roll Summary

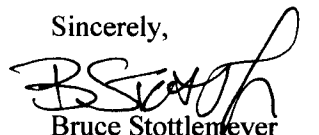
Honorable Board Members:

We completed the 2015/2016 assessment roll on July 16, 2015. Completion of the assessment roll was within the extension of time granted by the California Board of Equalization pursuant to California Revenue and Taxation Code Section 155.

The total locally assessed value, including both the secured and unsecured rolls, *before* exemptions is \$5,513,306,056 which represents an increase of 6.31% when compared to the 2014/2015 assessment roll. After adjusting for allowable exemptions and reimbursements, and adding the State-Assessed Public Utility Roll, the total taxable value for the 2015/2016 assessment roll is \$5,193,637,972 which reflects an increase from the 2014/2015 assessment roll of 4.43%.

\$5,513,306,056	Total Locally Assessed Roll Value before Exemptions
- 655,291,338	Less: Allowable Exemptions
\$4,858,014,718	Total Net Local Roll Base
+ 72,265,484	Plus: Reimbursable Homeowner's Exemptions
+ 263,357,770	Plus: State-Assessed Public Utility Roll
<u>\$5,193,637,972</u>	Total Yuba County Taxable Value 2015/2016
 \$5,193,637,972	Total Yuba County Taxable Value 2015/2016
 \$4,973,308,320	Total Yuba County Taxable Value 2014/2015
 4.43%	Percentage Increase in Taxable Value from 2014/15

Sincerely,


Bruce Stottlemeyer
Yuba County Assessor

cc: Robert Bendorf, Yuba County Administrator
Walter Munchheimer, Marysville City Administrator
Greg Greeson, Wheatland City Administrator
Craig Guensler, Superintendent, Wheatland School District
Josh G. Harris, J.D., LL., Superintendent, Yuba County Office of Education
Gay Todd, Superintendent, Marysville Joint Unified School District
Appeal Democrat, Editor
KUBA, Chris Gilbert
Territorial Dispatch, Editor

RECEIVED AUG 18 2015

THIS PAGE INTENTIONALLY LEFT BLANK

Commissioners
Jack Baylis, President
Los Angeles
Jim Kellogg, Vice President
Discovery Bay
Jacque Hostler-Carmesin, Member
McKinleyville
Eric Sklar, Member
Saint Helena
Anthony C. Williams, Member
Huntington Beach

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Sonke Mastrup, Executive Director

14

(402-0915) Five ... - 1 of 5

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

www.fgc.ca.gov

RECEIVED

AUG 24 2015

Clerk/Board of Supervisors

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

August 20, 2015

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to amend Sections/ (subsections) 1.05, 1.53, 1.86, 2.00, 5.60, 5.80, 5.81, 7.00, 7.50(b)(156.5) and (b)(180.6), 27.00, and 230; and Add Sections 1.57 and 5.41, Title 14, California Code of Regulations, relating to Freshwater Sport Fishing Regulations, which will be published in the California Regulatory Notice Register on August 21, 2015.

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

Ms. Karen Mitchell, Department of Fish and Wildlife, phone 916-445-0826, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,


Jon Snellstrom
Associate Governmental Program Analyst

Attachment

Commissioners
Jack Baylis, President
Los Angeles
Jim Kellogg, Vice President
Discovery Bay
Jacque Hostler-Carmesin, Member
McKinleyville
Eric Sklar, Member
Saint Helena
Anthony C. Williams, Member
Huntington Beach

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Sonke Mastrup, Executive Director

14

(402-0915) Five ... - 2 of 5

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

www.fgc.ca.gov

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

August 20, 2015

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Section 180.6, Title 14, California Code of Regulations, relating to commercial hagfish traps, which will be published in the California Regulatory Notice Register on August 21, 2015.

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

Mr. Travis Tanaka, Environmental Scientist, Marine Region, Department of Fish and Wildlife, (831) 649-2881 or Travis.Tanaka@wildlife.ca.gov, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

A handwritten signature in cursive script that reads "Sherrie Fonbuena".

Sherrie Fonbuena
Associate Governmental Program Analyst

Attachment

Commissioners
Jack Baylis, President
Los Angeles
Jim Kellogg, Vice President
Discovery Bay
Jacque Hostler-Carmesin, Member
McKinleyville
Eric Sklar, Member
Saint Helena
Anthony C. Williams, Member
Huntington Beach

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Sonke Mastrup, Executive Director

14

(402-0915) Five ... - 3 of 5

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

www.fgc.ca.gov

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

August 20, 2015

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to amend Sections 29.80 and 29.85, Title 14, California Code of Regulations, relating to recreational Dungeness crab and crab trap regulations, which will be published in the California Regulatory Notice Register on August 21, 2015.

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

Ms. Christy Juhasz, Department of Fish and Wildlife, phone 707-576-2887, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Sheri Tiemann
Associate Governmental Program Analyst

Attachment

Commissioners
Jack Baylis, President
Los Angeles
Jim Kellogg, Vice President
Discovery Bay
Jacque Hostler-Carmesin, Member
McKinleyville
Eric Sklar, Member
Saint Helena
Anthony C. Williams, Member
Huntington Beach

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Sonke Mastrup, Executive Director

14

(402-0915) Five ... - 4 of 5

Fish and Game Commission



www.fgc.ca.gov

Wildlife Heritage and Conservation
Since 1870

COPY OF APPROVED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD

August 20, 2015

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to amend Sections 163 and 164, Title 14, California Code of Regulations, relating to commercial herring fishery regulations, which will be published in the California Regulatory Notice Register on August 21, 2015.

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

Mr. Ryan Bartling, Department of Fish and Wildlife, phone 707-576-2877, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Sheri Tiemann
Associate Governmental Program Analyst

Attachment

Commissioners
Jack Baylis, President
Los Angeles
Jim Kellogg, Vice President
Discovery Bay
Jacque Hostler-Carmesin, Member
McKinleyville
Eric Sklar, Member
Saint Helena
Anthony C. Williams, Member
Huntington Beach

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Sonke Mastrup, Executive Director

14

(402-0915) Five ... - 5 of 5

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

www.fgc.ca.gov

COPY OF REFERENCED
DOCUMENT ON FILE WITH
CLERK OF THE BOARD

August 20, 2015

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Sections 1.92 and 703, Title 14, California Code of Regulations, relating to Transgenic Definition; Application and Fee Regulations, which will be published in the California Regulatory Notice Register on August 21, 2015.

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

Mr. Roger Bloom, Department of Fish and Wildlife, phone 916-445-3777, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,



Jon Snellstrom

Associate Governmental Program Analyst

Attachment