

BOARD OF SUPERVISORS

AMENDED 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.

JUNE 14, 2016

8:30 A.M. YUBA COUNTY WATER AGENCY

9:30 A.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, pagers, or other electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard and comments shall be limited to three minutes per individual or group.

- I. **PLEDGE OF ALLEGIANCE** - Led by Supervisor Abe
- II. **ROLL CALL** - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher
- III. **CONSENT AGENDA:** All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.
 - A. Administrative Services
 1. [\(221-0616\) Approve closure of fund 140 Corporate Hangar Lot Improvements and transfer remaining funds to fund 131 Airport Capital Improvement.](#)
 2. [\(222-0616\) Authorize cancelation of Airport Loan previously approved from Capital Improvement Fund 131 to Airport Enterprise Fund 130 in the amount of \\$8,605.](#)
 - B. Clerk of the Board of Supervisors
 1. [\(223-0616\) Approve Foothill Fire Protection Bylaws revised March 2016.](#)
 2. [\(224-0616\) Approve meeting minutes of May 17 and 24, 2016.](#)
 3. [\(225-0616\) Re-appoint David Villanueva to Plumas Lake Specific Plan Design Review Committee as a Resident Representative for term ending June 14, 2017.](#)
 4. [\(226-0616\) Appoint Nicholas Jorge to Sutter-Yuba Behavioral Health Advisory Board as a Consumer Representative for a term ending June 30, 2018.](#)
 - C. County Counsel
 1. [\(227-0616\) Authorize appropriation of unanticipated external revenue in the amount of \\$25,000 from Legal Services Revenue Account to Professional Services Account.](#)
 - D. Emergency Services
 1. [\(228-0616\) Approve out of state travel for Community Development Director Kevin Mallen and Information Technology Manager Jerry Henry to attend FEMA's Emergency Management Institute in Emmitsburg, Maryland, November 7 - 10, 2016.](#)
 - E. Health and Human Services
 1. [\(229-0616\) Approve agreement with Yuba Community College for Independent Living Program in the amount of \\$65,652.00 for term of July 1, 2016 through June 30, 2017, and authorize Chair to execute.](#)

F. Human Resources/District Attorney

1. [\(230-0616\) Adopt resolutions amending Classification System - Basic Salary/Hourly Schedule and Department Allocation Schedule as it relates to District Attorneys Office.](#)

G. Sheriff-Coroner

1. [\(232-0616\) Approve Memorandum of Understanding with Office of Education for vocational educational programs for inmates at Yuba County Jail for Fiscal Year 2016-2017 and authorize Chair to execute.](#)
2. [\(233-0616\) Approve Amendment No. 1 extending agreement with Placer County for pathology services through June 30, 2017 and authorize Chair to execute.](#)

H. Information Technology

1. [\(231-0616\) Approve purchase order for renewal of maintenance and support of Cisco Equipment, Cisco Smartnet Total Care with Presidio Vision Portal Access and authorize Chair to execute.](#)

IV. **CLOSED SESSION**

- A. Personnel pursuant to Government Code 54957.6(a) - Labor Negotiations DSA/MSA/YCPOA/County of Yuba Negotiating Parties: Abel

V. **SPECIAL PRESENTATION**

- A. [\(234-0616\) Receive presentation from Recology Yuba-Sutter on 2016 Community Benefit Report. \(Fifteen minute estimate\)](#)

VI. **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 three 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.

COUNTY DEPARTMENTS

1. [\(235-0616\) Administrative Services: Approve lease agreement with Scott Children for space at 209 Sixth Street, Marysville for Probation and authorize Chair to execute. \(Ten minute estimate\)](#)
2. [\(236-0616\) Community Development and Services: Authorize budget transfer in the amount of \\$654,645.59 from Trust Fund 299 Construction Permit Fee to General Fund 101 to pay off California Housing Finance Agency Loan No. 1928; adopt resolution authorizing Director to execute all documents associated of resolutions of loans, agreements and property related to Ross Ranch Affordable Housing Project. \(Ten minute estimate\)](#)
3. [\(237-0616\) County Administrator: Receive report on regional approach for homeless efforts, provide direction on emergency site action plan for temporary shelter and approve associated funding of \\$100,000. \(Twenty minute estimate\)](#)

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

- A. [\(238-0616\) Public Hearing - Hold public hearing to consider proposed change to assessments for County Service Area No. 8, absent a majority protest, adopt resolution to establish assessments to take effect on July 1, 2016. \(Roll Call Vote\) \(Fifteen minute estimate\)](#)

- B. [\(239-0616\) Public Hearing - Hold public hearing to consider proposed change to assessments for County Service Area No. 18, absent a majority protest, adopt resolution to establish assessments to take effect on July 1, 2016. \(Roll Call Vote\) \(Fifteen minute estimate\)](#)
- C. [\(240-0616\) Public Hearing - Hold public hearing to consider proposed change to assessments for County Service Area No. 28, absent a majority protest, adopt resolution to establish assessments to take effect on July 1, 2016. \(Roll Call Vote\) \(Fifteen minute estimate\)](#)

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

- A. [\(241-0616\) Notice from California Governor's Office of Emergency Services requesting Yuba County be designated a disaster area due to weather related cherry crop losses.](#)
- B. [\(242-0616\) Three notices from State of California Fish and Game Commission on proposed regulatory action relating to tidal waters and finfish gear restrictions in San Francisco and San Pablo Bays, potential listing of northern spotted owl as endangered or threatened, amend the California Code of Regulations concerning California Spiny Lobster fishery management plan.](#)
- C. [\(243-0616\) Notice from Federal Energy Regulatory Commission intent to file license application and request to use traditional licensing process for Camp Far West Hydroelectric Project.](#)

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

X. **CLOSED SESSION**

- A. Pending litigation pursuant to Government Code 54956.9(d)(4) One Case
- B. Pending litigation pursuant to Government Code 54956.9(d)(2) One Case

XI. **ADJOURN**

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

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

- A. [\(244-0616\) Consider loan in the amount of \\$8,000 from Community Service Area 66 to Community Service Area 59 for maintenance of CSA 59 roads. Community Development and Services recommends \(Five minute estimate\)](#)

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

- A. [\(245-0616\) Consider Contingency Fund transfer in the amount of \\$10,000 for General Assistance Program projected year end expenditures - Health and Human Services recommends \(Ten minute estimate\)](#)

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

Department of Administrative Services

Doug McCoy - Director



221-0616
(221-0616) Appro... - 1 of 2

INFORMATION SERVICES 749-7881
PRINT SHOP 749-7880
PURCHASING 749-7880
TELECOMMUNICATIONS 749-7880

(530) 749-7880
FAX (530) 749-7936

June 14, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS
FROM: Doug McCoy, Director of Administrative Services *[Signature]*
SUBJECT: AUTHORIZE AUDITOR TO CLOSE FUND 140 AND TRANSFER REMAINING FUNDS
TO AIRPORT CAPITAL IMPROVEMENT FUND 131

Recommendation:

Authorize Auditor to close Fund 140 and transfer any remaining funds to Airport Capital Improvement Fund 131.

Background:

Fund 140, Corporate Hangar Lots Improvement Fund, was established by Resolution 1995-6 and Resolution 2001-157 for Airport Industrial Park Site 2, to develop infrastructure such as a road, curb, gutters, and lighting. This Fund was developed to satisfy conditions under Tentative Parcel Maps 94-11, Lots 1 to 5, and 2000-11, Lots 6 to 14.

In 2004, during engineering and environmental studies in preparation of grant projects to support the development, a large portion of the area was identified as wetlands by the U.S. Corps of Engineers. In addition, the area was released from federal obligations years before, making federal airport grant funds unavailable as the improvements would support a privately-owned area and not airport operations.

The lots were sold to private individuals to develop aircraft hangar facilities for storage of aircraft as they are located along Crosswind Runway 05/23. Each owner has an Airport agreement to access the Airport from their private property. The Corporate Hangar Area is accessible by automobile through a gravel roadway that has served the area since the early 1970s. Airport funds were used to provide a security fence and gate access to protect the access to the airport and security for the land owners.

Discussion:

The Yuba County Public Works Department has purchased 2.5 acres along Skyway Drive within Airport Industrial Park Site No. 5 and the Board has transferred the adjoining 2.5 acres to the Department. The Airport Industrial Park properties were released from federal obligations years ago to provide future revenue opportunities to the Airport. The Public Works Department has offered to offset the Airport's loss of revenue by constructing a roadway and improvements to support the Corporate Hangar Area. Therefore, Fund 140, is no longer needed. The Fund has had a small balance over the past several years that consists of previous Airport land sale funds.

Committee Action

This item was not presented to the Public Facilities Committee as it is considered a routine process.

Fiscal Impact:

There are no costs associated with this agenda item that would impact the General Fund.

COUNTY OF YUBA
AUDITOR-CONTROLLER'S OFFICE
JOURNAL ENTRY REQUEST FORM

DATE: 6/14/2016

FROM DEPARTMENT: AIRPORT (ADMINISTRATIVE SERVICES)

APPROVED BY: [Signature]

PREPARED BY/PHONE#: MARY HANSEN 741-6463

EXPLANATION FOR THE TRANSFER (ATTACH CORRESPONDING ORIGINAL DOCUMENTATION):
Purpose of the transfer is to close Fund 140 that has been inactive for a number of years.

Table with 7 columns: Fund Name, Account Name, Account Number (FUND, DEPT, BASE, EL-OB), Debit, Credit. It contains two rows of data for FUND 140 and FUND 131, and a final row for TOTALS.

The County of Yuba

Department of Administrative Services

Doug McCoy - Director



222-0616
(222-0616) Autho... - 1 of 2

FACILITIES MANAGEMENT	749-7880
INFORMATION SERVICES	749-7880
PRINT SHOP	749-7891
PURCHASING	749-7880
TELECOMMUNICATIONS	749-7880

(530) 749-7880
FAX (530) 749-7936

June 14, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: DOUG MCCOY, Administrative Services Director *DM*

SUBJECT: APPROVE THE CANCELLING OF AIRPORT LOAN RELATED TO AIRPORT CAPITAL IMPROVEMENT FUND 131 AND AIRPORT ENTERPRISE FUND 130 IN THE AMOUNT OF \$8,605 FOR GLASS WINDOW REPLACEMENTS IN THE AIRPORT'S TOWER BUILDING

Recommendation:

It is recommended that the Board approve cancelling the Airport Loan previously approved in the amount of \$8,605 from the Airport Capital Improvement Fund 131 to the Airport Enterprise Fund 130 for the repair of glass panel windows in the airport's tower building.

Background:

The Airport Capital Improvement Fund 131 is specifically for airport improvements, equipment purchases and repairs, and grant matches. The funds are from previous land sales within the Airport Industrial Parks that were originally airport properties and released from federal obligations to provide revenue opportunities for the airport.

Discussion:

The funds from Fund 131 were to be paid back during the fiscal year by general airport revenues to Airport Enterprise Fund 130 by the end of FY 2015-2016. The airport has had more than \$26,000 of unexpected and unbudgeted equipment and water line repairs during FY 2015-2016 that were cash flowed from Fund 130 that would have been used to repay Fund 131. Fund 131 balance is sufficient to cover the use of funds without the repayment.

Committee Action:

This item was not considered by the Public Facilities Committee as it is considered a routine matter and the item was originally presented to the Board in April 2015.

Fiscal Impact:

There is no impact to the general fund. The Airport Capital Improvement Fund 131 and Airport Enterprise Fund 130 are operated as self-sufficient funds and are comprised of airport fees, leases, and permits generated annually.

Attachment

JOURNAL ENTRY REQUEST FORM

The County of Yuba

Clerk of the Board of Supervisors


(223-0616) Appro... - 1 of 8



223-0616

June 14, 2016

TO: Board of Supervisors

FROM: Donna Stottlemeyer, Clerk of the Board of Supervisors 

SUBJECT: Foothill Fire Protection District Bylaws

Recommendation

Approve Foothill Fire Protection District Bylaws revised March 2016.

Background and Discussion

Bylaws outlining functions, roles, and duties of the Foothill Fire Protection District have been updated and approved April 11, 2016 by the District. County Counsel has reviewed and approved for legal sufficiency. The bylaws are submitted for your review and approval and will become effective when approved.

Committee Action

None. Brought directly to the Board.

Fiscal Impact

None.

Attachment



RECEIVED

(223-0616) Appro... - 2 of 8

Clerk/Board of Supervisors

P.O. Box 332, Brownsville, California 95919

BY-LAWS – FOOTHILL FIRE PROTECTION DISTRICT (YUBA)
(Revised March 2016)

ARTICLE I – NAME AND PURPOSE:

1.1 The NAME of this legally created Public Entity, as filed with the Secretary of State, is **Foothill Fire Protection District (Yuba)**.

1.2 The PURPOSE, is, (via the Board of Directors, the elected representatives of all citizens within District boundaries) to conduct the public business, administer public revenues, and to establish District policies and goals for the maintenance and improvement of Fire Protection and Rescue Services within the District.

ARTICLE II – DIRECTORS, OTHER OFFICERS, ELECTION AND DUTIES:

2.1 The District's five member Board of Directors were appointed by the Yuba County Board of Supervisors, soon after the District was created by the election in June 1986.

At the expiration of the four year terms, Directors must file for election to the Board. In the event no one files for election to the Board (other than the incumbent Directors), the Board of Supervisors may re-appoint the Directors to new terms, saving the District election costs within 60 days of vacancy.

Should a vacancy occur on the Board of Directors, the Board may request the Clerk to prepare a required "Notice of Vacancy", which states the Directors intent to fill the Vacancy by an appointment. This Public Notice must be posted two (2) weeks prior to the meeting at which the Directors may legally appoint a person willing to serve as a Director for the period of the unexpired term.

Written notice of the appointment must be sent to the Elections Office of the Yuba County Clerk-Recorder, as they send Notice of Expiring terms, so such notice for that term will carry the correct name of the "interim" Director.

APPROVED AS TO FORM
COUNTY COUNCIL
BY: *[Signature]*

Page 2 of 7: Continued Revised By-Laws F.F.P.D. (January 2016)
Continuation of Article II-Directors, Other Officers, Elections and Duties:

2.2 BOARD OF DIRECTORS: OFFICERS

The Board of Directors shall elect a President and Vice President at each year's November meeting. The Board shall continue the policy of rotating these elected offices, as it is in the best interest of the District for each Director to have the experience of conducting District meetings.

2.3 APPOINTED DISTRICT OFFICERS:

The Board of Directors shall appoint each January, persons willing to assume the duties of the District's Manager, Bookkeeper, and Clerk. These officers begin their duties in January.

District Manager shall not be a Board Member.

Fire Chief shall not be a Board Member

Bookkeeper should not be a Board.

Clerk must be a Board Member but does not necessarily need to be in the rotation.

No more than one firefighter on the Board of Directors.

2.4 DUTIES OF DIRECTORS:

The Board of Directors has the responsibility of performing all duties consistent with the purpose as stated in Article 1.2 of the By-Laws, while complying with the appropriate bodies of law governing Public Entities. The two initial directives are stated on Pages one and two of Fire Protection District Law as: Directors have a duty to obey the law and (2) two, Directors have a duty to avoid exposure of the District, or themselves, to liability.

2.5 PRESIDENT:

The Board President shall preside at, and conduct all meetings of the Board of Directors.

The President shall perform all duties usual to the office, such as, acting for the Board in execution of contracts and Resolutions, and such other duties as the Directors may prescribe.

The President shall have special knowledge of the provisions of the Ralph M Brown Act, as well as the duty to protect the District's liability position.

The President shall be alert to the beginning of public statements which could place the District in jeopardy, prepared to exercise the Brown Act provision for immediate adjournment to a closed session in such instances.

The President shall appoint the Chairperson and members of Standing or Temporary Committees, with input and approval of appointments by the Board.

The President shall serve as an ex-officio, (non-voting) member of Committees, with the exception of the Nominating Committee.

Page 3 of 7: Continued Revised By-laws F.F.P.D. (January 2016)

Continuation of Article II-Directors, Other Officers, Elections and Duties:

2.6 VICE PRESIDENT:

In the absence of the President of the Board, the Vice President shall assume all duties of the President, and such other duties as the Board of Directors may prescribe.

2.7 DISTRICT MANAGER:

The Manager serves the Board, as liaison to the Foothill Volunteer Fire Department and other entities involved in fire protection, within and outside, the District.

Routine administrative duties and communication during periods between meetings, may be handled by the Manager, with assistance, as needed by the Clerk of the Board.

The Manager shall report to the Board at monthly meetings on the interim actions, performance and needs of the Fire Department.

The Manager shall provide background information and make recommendations for Board action he deems necessary in order to carry out the purpose of Article 1.2 of These By-laws.

2.8 BOOKKEEPER:

The bookkeeper shall perform fiscal duties, adhering to the procedures established by the Board of Directors. These procedures, at Board request, were formulated by an accounting firm, to insure proper administration of public funds.

The Board shall continue to contract each year or every other year (in July) with a Certified Public Accountant for the Audit of the District financial records which has been maintained by the Bookkeeper.

2.9 CLERK

The Clerk of the Board serves the Board and District Manager, performing all clerical Duties necessary in fulfilling the requirements of law and the purpose stated in Article 1.2 of these By-laws.

The Clerk shall prepare the monthly Agendas, is responsible for posting the Agenda at least 72 hours prior to the regular meetings.

The Clerk will prepare Special Notice with the Agenda for required Public Hearings Posting them at least two (2) weeks prior to the Hearings.

The Clerk keeps written record of Board actions at all meetings, subsequently types the Minutes of all meeting for Board approval.

Page 4 of 7: Continued Revised By-laws F.F.P.D. (January 2016)

Continuation of Article II-Directors, Other Officers, Elections and Duties:

2.10 PUBLIC RECORD REQUIREMENT:

In accordance with the laws governing Public Entities, the Clerk shall maintain Public Record files, located at the Firehouse and accessible to citizens at their request.

The Clerk shall keep the records current, filing each month, copies of the District Agenda, Minutes and Bookkeeper Reports to the appropriate files.

The Clerk at the appropriate time during the year shall file in the Public Record copies of the Adopted Budget and copies of Fiscal Resolutions adopted by the Board. Any citizen must be provided access for reading of the Public Records provided they are not removed from the premises.

2.11 DIRECTORS PACKETS:

The Clerk prepares packets for the five (5) Directors, the District Manager and the Bookkeeper, which shall contain copies of the Current Agenda. Minutes of the previous Meeting, copies of all District correspondence, such as FYI "For Your Information" where the Board may need in order to take action on current Agenda items. The packets shall be available to the Directors, Manager and Bookkeeper, at the time the Agenda is posted, at least 72 hours prior to the meeting.

2.12 AGENDAS:

The Agenda shall contain the time and location of all meetings. It must state briefly items of new and continued business upon which the Directors may be acting upon. The Agenda should list the items provided in the packets. It should be ended with a brief excerpt from the Brown Act, advising citizens how they may be placed on the District's Agenda.

2.13 VACANCIES:

Should a vacancy occur on the Board of Directors, due to voluntary resignation, or death, the Board may request the Clerk prepare the required, "Special Notice of Vacancy" and post it two weeks prior to the next meeting. The Notice must carry the Board statement of intent to fill the vacancy by appointment.

ARTICLE III - MEETINGS:

3.1 The Board of Directors shall meet on the second Monday of each month, with the exception of the month of December. December will be a dark month-no meeting. The Directors shall have discretion, (should the second Monday fall on a holiday), to meet, or re-schedule the meeting to a subsequent business day.

Page 5 of 7: Continued Revised By-laws F.F.P.D (January 2016)
Continuation of Article III-Meetings

3.2 SPECIAL AND EMERGENCY MEETINGS:

These meetings may be called by two-thirds majority of the Board of Directors, With public notice being given per the requirements of the Brown Act for such meetings.

3.3 VOTING:

Business conducted by the Board of Directors shall be approved voice vote, raise of hands, or roll call vote, as the President may direct.

3.4 QUORUMS:

In order to conduct business, all meetings must have a quorum of at least three (3) of the five (5) Directors present. All actions taken by the Board must carry by the same two-thirds majority vote.

In the event a quorum cannot be met at any meeting, the President shall declare an "Adjourned Meeting", instruct the Clerk to immediately post on the door of the meeting place Notice of the Adjournment.

The Clerk prepares Minutes with a brief statement as to the circumstances of the "Adjourned Meeting" and prepares and legally post the Agenda for the re-scheduled meeting.

ARTICLE IV - COMMITTEES:

4.1 Standing and Temporary Committees shall be appointed by the Board President, with input and approval of the appointments by the Board.

4.2 Benefit Assessment Committee:

The Chairman and Committee shall be appointed not later than March each year, Prepare to undertake the Benefit Assessment process in the spring, as soon as the State and County data is available.

The two (2) Fiscal Resolutions which result from the Committee's work, (fixing the annual rate of Benefit Assessment and Increase of the Gann Limit) are subsequently prepared by the Clerk and must be read at two regular meetings prior to adoption. Copies of the Resolutions shall also be posted with the Agenda on which the Resolutions are itemized.

Copies of the adopted, executed and signed Resolutions must be sent to the Yuba County Auditor-Controller with appropriate cover letter prior to the August 1st deadline each year.

Page 6 of 7: Continued Revised By-laws F.F.P.D. (January 2016)
Continuation of Article IV-Committees

4.3 Budget Committee:

The Committee shall be appointed not later than March each year, in order to prepare the Budget and conduct the two (2) required Public Hearings, and the Budget fixed and adopted prior to the end of June 30th fiscal year.

A copy of the Budget shall be posted with the Special Notices of the Preliminary and Final Budget Hearings.

4.4 Nominating Committee:

The Committee shall be appointed not later than the October Meeting each year. The Committee is charged with contacting possible District Offices, as to their willingness to serve. The Committee submits its written report at the November meeting, making such recommendations as it considers in the best interest of the District.

4.5 Other Appointments:

Each January the Board of Directors shall approve the appointment of one Director to represent the Board on the Rural Fire Joint Powers Agency's Operational Committee (JPA). An alternate shall also be appointed to serve in the absence of the representative. The Board of Directors shall have the discretion of making any other appointments it Deems necessary and in the interest of the District, for example, insurance and grants.

4.6 Residence and Terms"

All appointed Officers, Committee Members and Board Representatives shall be residents of the Foothill Fire Protection District. All the Appointed Officers, Committee Members and Board Representatives of the Board serve at the discretion of the Board, and such appointments may be terminated at any time, by a majority vote of the Board of Directors.

ARTICLE V-RULES OF ORDER:

General rules of order, (as outlined in Robert's Rules of Order) shall apply in conduct of meetings unless superseded by other rules of law specific to Public Entities.

ARTICLE VI-LEGAL CONFLICT:

6.1

In the event any provision of these By-laws are in conflict with the bodies of law which take precedent, such as California State Fire Protection Law of 1987, the Brown Act of 1987, and the U.S. Government Code, such provision shall be null and void, but all other provisions shall remain in full force and effect.

Page 7 of 7: Continued Revised By-laws F.F.P.D. (January 2016)
Continuation of Article VI: Legal Conflict

6.2 POLICIES:

Policies duly established by the Board of Directors and adopted to set guidelines for various administrative areas shall carry equal authority as these By-Laws.

IN WITNESS WHEREOF, BY THE EXECUTION SHOWN BELOW, THESE
BY-LAWS WERE ADOPTED ON THE DATE SHOWN BELOW.

Christine Mills
CHRISTINE MILLS- PRESIDENT

Dwight Lunkley
DWIGHT LUNKLEY-VICE PRESIDENT

Johnita Downs
JOHNITA DOWNS-DIRECTOR

Eldon B. Bunker
ELDON BUNKER-DIRECTOR

Janice Sciarrotta
JANICE SCIARROTTA-CLERK

April 11, 2016
DATE

The County of Yuba

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

MAY 17, 2016



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

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Nicoletti
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher - All present.

County Counsel Angil Morris-Jones requested one case of pending litigation be added to Closed Session as item X.B. as the matter arose after the agenda was posted and requires action

MOTION: Move to add to Closed Session one case of pending litigation

MOVED: John Nicoletti SECOND: Andrew Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

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

MOTION: Move to approve Consent Agenda MOVED: John Nicoletti SECOND: Andrew Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

A. Community Development and Services

1. (203-0516) Approve application for a Floodplain Development Variance for a Agricultural Structure at APN 006-030-046 (Woodruff Lane). Approved.
2. (204-0516) Approve plans, specifications for Goldfields Parkway Project; Memorandum of Agreement with Yuba Community College District; loan from Trust 188 to Yuba Community College District; and authorize Chair to execute. (Land Use and Public Work Committee recommends approval) Approved.

B. Health and Human Services

1. (205-0516) Adopt resolution authorizing the Health and Human Services Department to solicit applications for vendors under the Multipurpose Senior Services Program and authorizing Director to enter into and execute agreements with selected vendors upon review and approval of Counsel. (Human Services Committee recommends approval) Adopted Resolution No. 2016-38, which is on file in Yuba County Resolution Book No. 47.

IV. SPECIAL PRESENTATION

- A. (206-0516) Receive update from Yuba County Commission on Aging regarding objectives and goals for Annual Report 2015-2016. Ms. Sue Cejner-Moyers recapped activities.

V. PUBLIC COMMUNICATIONS: Mr. Ernest Ehnisz, Wheatland

VI. COUNTY DEPARTMENTS

A. Administrative Services

1. (207-0516) Adopt resolution authorizing Purchasing Agent to approve purchase order to Sabre Industries for installation of radio antennas and equipment for Sheriff Tenant Improvement Project at 720 Yuba Street. Director Doug McCoy recapped installation of tower antenna and responded to inquiries.

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

Adopted Resolution No. 2016-38, which is on file in Yuba County Resolution Book No. 47.

B. Community Development and Services

1. (208-0516) Approve fourth amendment to professional services agreement with WRA, Inc. for comprehensive Environmental Impact Report, authorize Chair to execute, and authorize Budget Adjustment in the amount of \$125,000 for Recology Ostrom Road Projects. Planner Kevin Perkins recapped the project and scope of services required, funding, and responded to inquiries.

Director Kevin Mallen recapped additional items reviewed and responded to inquiries.

The following individuals spoke:

- Dr. Richard Paskowitz, Wheatland
- Ms. Johanna Lassaga
- Mr. Ernest Ehnisz, Wheatland
- Mr. Bill Graham, General Manager, Ostrom Landfill

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

C. Human Resources

1. (209-0516) Approve side letter of agreement with Probation Peace Officers Association amending Article 5 and Article 9 regarding work hours, effective June 5, 2016 and authorize Chair to execute. Director Jill Abel recapped and responded to inquiries.

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

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

- A. (195-0516) Ordinance - Hold public hearing, waive reading, and adopt ordinance amending Chapter 3.40.010 and adding Chapter 3.04.043 of Yuba County Ordinance Code adopting amendment to existing contract with the California Public Employees' Retirement System Board of Administration. Chair Abe opened the public hearing. No one came forward.

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

MOVED: Andrew Vasquez SECOND: Andrew Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

By roll call vote, adopted Ordinance No. 1555, which is on file in Yuba County Ordinance Book No. 25.

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

- A. (210-0516) Final Audit Report for Sierra-Sacramento Valley Emergency Medical Services Agency for two years June 30, 2013 and 2014. Received.
- B. (211-0516) Final Audit Report for Wheatland Cemetery District for June 30, 2014. Received.
- C. (212-0516) Four notices from California Fish and Game Commission relating to Notice of Findings regarding fisher (Pekania), Upland game bird hunting, non-lead ammunition coupon program, and Department of Fish and Wildlife Lands Pass Program and Land Public Uses. Received.

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

Supervisor Griego:

- o SACOG Directors meeting May 19

Supervisor Nicoletti:

- o Secretary of Air Force initiatives for military missions
- o Habitat for Humanity event May 14
- o Foster Kids Dinner May 13
- o Fishing Derby at Ellis Lake May 21
- o Opening Day Gold Sox Parade 2 p.m., May 21
- o Marysville City Council meeting May 17

Supervisor Vasquez:

- o Commended Community Development response regarding Windsor Door facility
- o Habitat for Humanity event May 14
- o Veterans Memorial at Yuba City Mall May 15 - 31

Supervisor Abe:

- o Sierra Sacramento Valley EMS May 13
- o Salvation Army Progressive Dinner May 10
- o Wheatland Pet Parade May 14

- Flood Control Strategy meeting May 16
- Transportation Ad Hoc meeting May 12
- Water supply agreements meeting May 12
- NCCC Directors meeting May 12

County Administrator Robert Bendorf:

- Final budget for county
- Homeless projects
- Salvation Army Progressive Dinner May 10

X. CLOSED SESSION: The Board retired into closed session at 10:50 a.m. and returned at 11:36 a.m.

A. Personnel pursuant to Government Code 54957.6(a) - Labor Negotiations DSA/MSA/YCPOA/County of Yuba Negotiating Parties: Abel Direction given.

B. Pending litigation pursuant to Government Code Section 54956.9(e)(1) - One case Direction given.

XI. ADJOURN: 11:36 a.m.

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

MAY 24, 2016



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

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

MOTION: Move to approve Consent Agenda MOVED: Andrew Vasquez SECOND: John Nicoletti
AYES: John Nicoletti, Andrew Vasquez, Roger Abe, Randy Fletcher
NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

A. Administrative Services

1. (213-0516) Approve first amendment to Vanir Construction Management contract authorizing Phase 2 development process for Juvenile Rehabilitation Facility Project and authorize Chair to execute. Approved.

B. Clerk of the Board of Supervisors

1. (214-0516) Approve meeting minutes of May 10, 2016. Approved as written.

C. Community Development and Services

1. (215-0516) Approve Joint Powers Agreement with Butte County for Los Verjeles Bridge Project and authorize Chair to execute. Approved.
2. (216-0516) Adopt resolution authorizing Director of Environmental Health to submit Local Area Management Plan (LAMP); draft ordinance and LAMP checklist; and draft On-site Wastewater Treatment System Technical Manual. (Land Use of Public Works Committee recommends approval) Adopted Resolution No. 2016-40, which is on file in Yuba County Resolution Book No. 47.

D. Emergency Services

1. (217-0516) Adopt resolution proclaiming the existence of ongoing local drought emergency in Yuba County pursuant to Government Code 8630. Adopted Resolution No. 2016-41, which is on file in Yuba County Resolution Book No. 47.

IV. PUBLIC COMMUNICATIONS:

- Mr. Buck Weckman
- Mr. Lothar Klug
- Mr. Brook Hilten
- Supervisor Abe
 - Commended Beale Air Force Base for having been selected the 2016 Yuba County Champion
 - Congratulated Sherry Guzman for her part in Wheatland's Relay for Life which raised over \$77,000

V. COUNTY DEPARTMENTS

A. Sheriff-Coroner/Animal Care Services

1. (218-0516) Adopt resolution authorizing cat adoption fee waiver for period beginning June 1 through June 30, 2016. (Ten minute estimate) Sheriff Durfor introduced Animal Care Services Supervisor Deneen Barnhill. Officer Barnhill recapped national initiative Million Cat Challenge, adoption costs and \$1,000 grant offered to offset adoption fees and responded to Board inquiries.

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

Adopted Resolution No. 2016-42, which is on file in Yuba County Resolution Book No. 47.

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

- A. (219-0516) Notice from California Governor's Office of Emergency Services requesting Yuba County be designated a disaster area due to weather related crop losses. Received.
- B. (220-0516) Letter from State Department of Veterans Affairs regarding local benefit payments. Received.

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

Supervisor Nicoletti:

- Memorial Adjournment: Ms. Vera Pritchett
- Perspectives Luncheon May 20
- Linda Fire Department First Responders Training with Yuba County Sheriff's Department

Supervisor Fletcher: Meetings attended

- Legislative update May 19
- Perspectives Luncheon May 20

- 20th Anniversary STARS Volunteers Dinner May 21
- Town Hall meeting in Camptonville May 23

Supervisor Abe:

- CSAC legislative conference May 18
- Perspectives Luncheon May 20
- Memorial Adjournment: Ms. Donna Hulsey

County Administrator Robert Bendorf:

- 2016 Perspectives Luncheon
- Invited by CSAC to be a judge for the Annual Challenge Award
- Housing and Regional Planning for Homeless
- Workforce Planning Analysis

VIII. CLOSED SESSION

The Board retired into closed session at 10:10 a.m. and returned at 10:59 a.m. with all members present as indicated above.

- A. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations DSA/MSA/YCPOA/County of Yuba Negotiating Parties: Abel No report.
- B. Pending litigation pursuant to Government Code Section 54956.9(e)(1) - One case By unanimous vote the Board authorized outside counsel to represent Clerk Recorder/Registrar of Voters

IX. ADJOURN: 11:01 a.m. in honor of Ms. Vera Pritchett and Ms. Donna Hulsey.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

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The County of Yuba

Office of Clerk of the Board of Supervisors

(225-0616) Re-ap... - 1 of 2



225-0616

To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board

Subject: Plumas Lake Specific Plan Design Review Committee – Resident Representative

Date: June 14, 2016

Recommendation

Reappoint Mr. David Villanueva as a Resident Representative to the Plumas Lake Specific Plan Design Review Committee term ending June 14, 2017.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted and updated regularly indicating vacancies, appointees, terms of office, qualifications and meeting information. This is a scheduled vacancy due to the expiration of Mr. Villanueva's term. Mr. Villanueva has served on the committee since January 2012 and wishes to continue serving.

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

Fiscal Impact

None

Committee Action

None

attachments

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The County of Yuba

Office of Clerk of the Board of Supervisors

(226-0616) Appoi... - 1 of 4



226-0616

To: Board of Supervisors
From: Donna Stottlemeyer, Clerk of the Board
Subject: Sutter-Yuba Behavioral Health Advisory Board
Date: June 14, 2016

Recommendation

Appoint Nicholas Jorge as Consumer Representative to the Behavioral Health Advisory Board with term ending June 30, 2018.

Background and Discussion

The Local Appointment List of all Boards/Commissions/Committees is continually posted and updated regularly indicating vacancies, appointees, terms of office, qualifications and meeting information. This is an unscheduled vacancy due to the removal of Mr. Michael Valdez on April 5, 2016. One application from Mr. Nicholas Jorge has been received and is attached for your review along with a recommendation letter from Sutter Yuba Mental Health Services.

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

Fiscal Impact

None.

Committee Action

Brought directly to the Board for consideration.



SUTTER-YUBA MENTAL HEALTH SERVICE

1965 Live Oak Boulevard, Suite A
PO Box 1520
Yuba City, CA 95992-1520

(226-0616) Appoi... - 2 of 4

RECEIVED

JUN 03 2016



Tony Hobson, Ph.D.

Assistant Director of Human Services

Director of Mental Health/Alcohol & Drug Program Administrator

Clerk/Board of Supervisors



Administration Services

(530) 822-7200

FAX (530) 822-7627

DATE: May 31, 2016

TO: Yuba County Board of Supervisors

FROM: Tony Hobson, Ph.D. 
Director of Mental Health
Hannah Hogan, Chair 
Behavioral Health Advisory Board

SUBJECT: Recommendation to Appoint Nicholas Jorge to the Behavioral Health Advisory Board

On behalf of the Behavioral Health Advisory Board, we wish to recommend the appointment of Nicholas Jorge to fill the vacant "Consumer Representative" seat on the Behavioral Health Advisory Board representing Yuba County. Please reference his attached application.

Please schedule for the earliest Board of Supervisor Meeting and advise this office (through Sue Hopper) when Mr. Jorge's appointment has been approved. Thank you for your favorable consideration of our request.

TH:HH/sh

Attachment

SERVING THE SUTTER-YUBA COMMUNITY SINCE 1969

Adult Outpatient Services: 822-7200
Wellness & Recovery: 822-7200
Substance Abuse Services: 822-7200

TTY-CRS 800-735-2929
Psychiatric Emergency Services: 673-8255
Psychiatric Health Facility: 822-7209

Children's System of Care: 822-7478
Youth Services: 822-7513

The County of Yuba

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



RETURN APPLICATION WITH ORIGINAL SIGNATURE TO:

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

BOARD/COMMISSION/COMMITTEE

ON WHICH YOU WOULD LIKE TO SERVE: Behavioral health advisory Board

APPLICANT NAME: Nicholas David Jones

MAILING ADDRESS -
(Street/P.O. Box, City, Zip): 817 Oak St, Marysville, 95901

PHYSICAL ADDRESS
(Street, City, Zip): Same

TELEPHONE: HOME: 530-30-2857 WORK: N/A

EMAIL ADDRESS: Nick@jonesandjones.com

OCCUPATION/PROFESSION: Clerk

SUPERVISOR/ DISTRICT

NUMBER: Donna Jones

REASONS YOU WISH TO

SERVE ON THIS BODY: I want to represent TAY and show its benefits

for the youth.

QUALIFICATIONS: TAY client/ HS graduate

LIST PAST AND CURRENT

PUBLIC POSITIONS HELD: N/A

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

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

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

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

Nicholas David Jones 10/14/2015
SIGNATURE DATE

THIS SECTION FOR OFFICE USE ONLY

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

☐ APPLICANT APPOINTED: _____

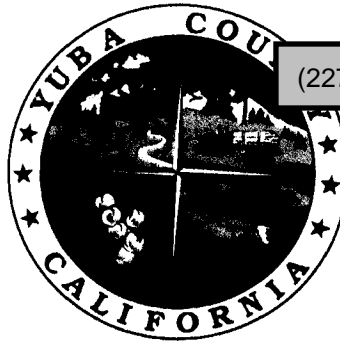
☐ OTHER: _____

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The County Of Yuba

OFFICE OF THE COUNTY COUNSEL

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



(227-0616) Autho... - 1 of 6

ANGIL P. MORRIS-JONES

JOHN R. VACEK
CHIEF DEPUTY

JOHN C. WHIDDEN
DEPUTY

MEGAN J. REEDY
DEPUTY

ANDREW P. NAYLOR
DEPUTY

ERIKA J. STEDMAN
LEGAL SERVICES COORDINATOR

227-0616

TO: Yuba County Board of Supervisors

FROM: Angil P. Morris-Jones, County Counsel

DATE: June 14, 2016

SUBJECT: Appropriation of Unanticipated Legal Services Revenue

RECOMMENDATION: It is recommended that the Board of Supervisors authorize the appropriation of the unanticipated external revenue from the Legal Services Revenue Account to the Professional Services Account to cover the cost of additional legal service expenses.

BACKGROUND: The cost of outside legal counsel is paid from the County Counsel's Professional Legal Services Account. The cost estimate for outside legal services is higher than the projection for the fiscal year 2015/2016 budget. Fortunately, the County Counsel's Office earned sufficient unanticipated external revenue which if approved by the Board will meet the additional cost of Professional Legal Services.

FISCAL IMPACT: Approval of this authorization will not impact County General Funds. The funds generated from the legal services revenue are from external funding sources.

APJ/ejs

AUDITOR-CONTROLLER'S OFFICE
BUDGET ADJUSTMENT REQUEST FORM

FISCAL YEAR 2015/2016

PREPARED BY/PHONE Angil Morris-Jones 7570

*AUDITOR USE ONLY BELOW THIS LINE

COMPLETED BY:

SIGNATURE

DATE _____

THE COUNTY OF YUBA*Community Development & Services Agency*

915 8th Street, Suite 123
 Marysville, California 95901
 Phone (530) 749-5430 Fax (530) 749-5424

**INVOICE**

INVOICE #2016-201
DATE: February 8, 2016

TO: CEM Investments
Attn: Jon Munger
12755 A Garden Highway
Yuba City, CA 95991
(530) 674-2837

OUR PROJECT # SP2006-0002

DATE	DESCRIPTION	AMOUNT
11/16/2015	AECOM, 12-SEP-15 - 16-OCT-15 *	\$10,870.50
11/20/2015	AECOM, 17-OCT-15 - 13-NOV-15 *	\$1,611.45
1/4/2016	AECOM, 14-NOV-15 - 11-DEC-15 *	\$2,806.74
12/28/2015	Abbott & Kindermann, through 11/20/2015	\$11,594.78
12/28/2015	Abbott & Kindermann, through 12/20/2015	\$281.48
12/11/2015	EPS, 01-SEP-15 - 30-NOV-15	\$1,061.25
11/9/2015	Gonzalez & Associates, job date 10/21/2015	\$1,652.25
12/1/2015	Gonzalez & Associates, job date 11/19/2015	\$2,647.75
10/11/2015	Appeal Democrat	\$455.87
11/7/2015	Appeal Democrat	\$480.03
11/9/2015	Appeal Democrat	\$153.88
11/13/2015	Appeal Democrat	\$244.48
11/20/2015	Territorial Dispatch	\$315.00
10/13/2015	Copy City	\$523.10
10/22/2015	Copy City	\$103.20
2/1/2016	Yuba County Counsel, 8/1/15 - 8/31/15	\$180.06
2/1/2016	Yuba County Counsel, 9/1/15 - 9/30/15	\$1,347.49
2/1/2016	Yuba County Counsel, 10/1/15 - 10/31/15	\$1,261.69
2/1/2016	Yuba County Counsel, 11/1/15 - 11/30/15	\$3,076.16
1/25/2016	CDSA Staff Time, November 2015 - January 2016	\$10,767.75
2/8/2016	Refund (Removal of K. Mallen time billed per agreement with J. Munger)	-\$11,613.00
11/19/2015	Remaining account balance (from 19-Nov-15 CEM deposit, check no. 2801)	-\$26,484.69
Pay to: YUBA COUNTY CDSA 915 Eighth Street, Suite 123 Marysville, CA 95901 Attn: Jason Kopping		TOTAL \$13,337.22

Payment due upon Receipt

* \$12,305.70 exceeds the AECOM contract amount and is explained in the Memorandum attached to Invoice #37681394

GM201101

Adjusting **COUNTY OF YUBA** Journal Transaction

5/16/16

(227-0616) Autho... - 4 of 6

Group number : : : :
Accounting period : : : : 2385 JE 1140
Posting date : : : : 03/24/2016 mm/dd/yyyy
Transaction information:
Transaction date : : : : 03/21/2016 mm/dd/yyyy
Document number : : : : JE 1140
Account number : : : : 101-0000-371.89-01 LEGAL SERVICES
Project number : : : :
Debit amount : : : :
Credit amount : : : : 5,865.40
Description 1 : : : : REIMB COCO COSTS ASSOC W/
Description 2 : : : : MAGNOLIA RANCH PER CDSA
Transaction type code : : : :

Press Enter to continue
F3=Exit F12=Cancel F15=Group Inquiry

F20=Imaging

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COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

(228-0616) Appro... - 1 of 2

COUNTY ADMINISTRATOR
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

BRIANA SCHUETTE
EMERGENCY OPERATIONS PLANNER

228-0616

BOARD MEMO

Date: June 14, 2016

To: Board of Supervisors

Fr: Scott Bryan
Emergency Operations Manager

Re: Approve out of state travel for Kevin Mallen, CDSA Director and Jerry Henry, Information Technology Manager, to receive emergency management training in support of their roles in the Operational Area Emergency Operations Center (EOC).

Recommendation:

It is recommended that the Board of Supervisors approve out of state travel for Kevin Mallen and Jerry Henry to attend FEMA's Emergency Management Institute (EMI) in Emmitsburg, Maryland. This course is scheduled for November 7th - 10th, 2016.

Background/Discussion:

It is important to provide superior, on-going and cost effective training opportunities to all members of the Yuba County EOC Management Team. This course provided by FEMA at the EMI, provides both in class lecture and exercises for the Planning and Intelligence Section, one of the five core functions under the National Incident Management System. This Emergency Management Institute course will allow Kevin and Jerry to receive specific training in their assigned positions on the EOC Management Team, furthering their abilities to assist the County during times of disasters or significant events.

Committee Action:

No committee action was taken due to the routine nature of this request.

Fiscal Impact:

There will be no fiscal impact to the general fund as course costs are reimbursed through the Department of Homeland Security.

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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



(229-0616) Appro... - 1 of 34

229-0616

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

TO: Yuba County Board of Supervisors

FROM: Jennifer Vasquez, Director
Pamela Morasch, Deputy Director
Health & Human Services Department

DATE: June 14, 2016

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 \$65,652.00 for the term of July 1, 2016, through June 30, 2017.

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 18th 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, securing housing, money management, and instruction on 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.

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AGREEMENT FOR PROFESSIONAL SERVICES

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

The purpose of this Agreement is to set forth the respective responsibilities between both parties relative to the Independent Living Program (ILP). An ILP allocation is provided by the state to counties to provide services to foster care youth between the ages of sixteen (16) years to eighteen (18) years old. Such services are extended to those youth who choose to remain in care after their eighteenth (18th) birthday (Non Minor Dependents), and can be extended up to the age of twenty-one (21) to youths who were in foster care at the time of their eighteenth (18th) 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 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, 2016

Termination Date: June 30, 2017

The term of this Agreement shall become effective on July 1, 2016, and shall continue in force and effect for a period of one (1) year, unless sooner terminated in accordance with the terms of this Agreement.

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

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

3. PAYMENT.

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

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

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

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of

this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. CONFIDENTIALITY PROVISIONS.

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

8. DESIGNATED REPRESENTATIVES.

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

9. ATTACHMENTS.

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

- Attachment A – Services
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions
- Attachment E – Insurance Provisions
- Attachment F – Confidentiality Provisions and Statements
- Attachment G – ILP Budget
- Attachment H – Cost Justification Annual Cost of Weekly ILP Training Classes
- Attachment I – Invoice Format
- Attachment J – Monthly Statistical Report for ILP Services
- Attachment K – Vendor Assurance of Compliance (CR50)

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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 _____, 2016.

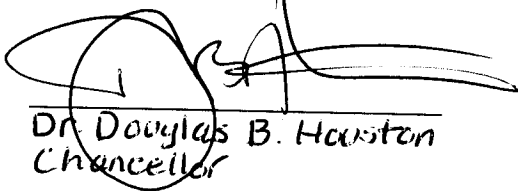
"COUNTY"

"CONTRACTOR"

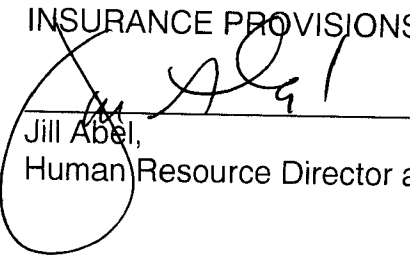
COUNTY OF YUBA

YUBA COLLEGE

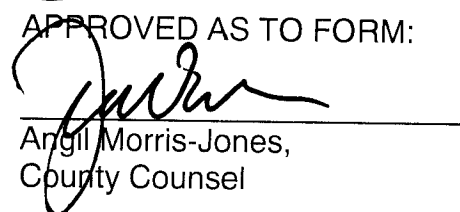
_____, Chair
Yuba County Board of Supervisors


Dr. Douglas B. Houston
Chancellor

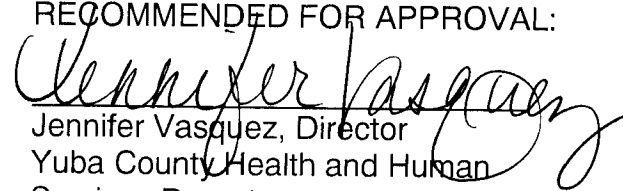
INSURANCE PROVISIONS APPROVED:


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

SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

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

A.1.1 CONTRACTOR shall:

- A.1.1.1 Provide weekly training to former and current foster care youths beginning between the ages of sixteen (16) and twenty-one (21). Trainings shall be conducted in up to two (2) classroom settings with ILP youths assigned on the basis of competency areas.
- A.1.1.2 Select, secure and schedule presenters for weekly trainings.
- A.1.1.3 Arrange site support, including equipment, presentation materials and refreshments as appropriate for the trainings.
- A.1.1.4 Select, secure and schedule activities.
- A.1.1.5 Develop, print, mail, and e-mail all activity announcements to the ILP youth as well as their foster parents.
- A.1.1.6 Register participants for the planned enrichment activities.
- A.1.1.7 Arrange for lodging when needed for presenters.
- A.1.1.8 Purchase computer, printer, and other necessary equipment for six (6) identified ILP youths and provide two (2) days of training on how to operate the computer and printer during the term of this Agreement.
- A.1.1.9 Provide at least two (2) one-day retreats for selected ILP youth which includes trainings, site support, and meals.
- A.1.1.10 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.

A.1.1.11 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.1.2.1 Distribute letters and flyers to promote participation in the activities and increase participation.

A.1.2.2 Provide input on activity content.

A.1.2.3 Attend and support the weekly ILP trainings as well as the enrichment activities.

A.1.2.4 Meet and confer regularly with CONTRACTOR staff and other interested parties.

A.1.2.5 Maintain ongoing communication and coordination between the youth in the ILP program and CONTRACTOR staff.

A.2 TIME SERVICES RENDERED.

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

A.3 MANNER SERVICES ARE TO BE PERFORMED.

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

A.4 FACILITIES FURNISHED BY COUNTY.

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

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ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR a contract fee not to exceed Sixty-Five Thousand Six Hundred Fifty-Two Dollars (\$65,652.00), as specified in Attachment G – ILP Budget. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed Sixty-Five Thousand Six Hundred Fifty-Two Dollars (\$65,652.00), without an amendment to this Agreement approved by COUNTY.

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 for ILP Services (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.

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ATTACHMENT C

ADDITIONAL PROVISIONS

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

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

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

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

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

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

C.5 CONTRACTOR has been selected to receive a portion of the Independent Living Allocation for the ILP through its affiliation with the state community college system. The ILP 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 (CWS) 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 Foster Care Education (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 (MPP), 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 (W&I 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 CDSS, in accordance with Division 21 of the 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 CDSS, 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.sam.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.

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ATTACHMENT D

GENERAL PROVISIONS

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

- D.1.1** All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two (2) 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
Attention: 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
Attention: Douglas B. Houston, Chancellor
2088 North Beale Road
Marysville, CA 95901

ATTACHMENT E

INSURANCE PROVISIONS

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

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

- E.2.1 Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- E.2.2 Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- E.2.3 Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- E.2.4 Professional Liability** (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

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

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

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

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

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

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

- E.10.1** The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- E.10.2** Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- E.10.3** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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

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

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ATTACHMENT F
COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS

F.1 INTRODUCTION.

For the purposes of carrying out a contract to provide services to clients eligible for the 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:

Yuba County Privacy Officer

Phone: (530) 749-6311

E-Mail: securityincidents_hhsd@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: May 10, 2016
[Signature]

CONTRACTOR

[Signature]

(Signature)

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

ATTACHMENT G

INDEPENDENT LIVING PROGRAM BUDGET

INDEPENDENT LIVING PROGRAM BUDGET FY 2016/17			
FEE SERVICES			TOTALS
Weekly Trainings (ILP Classes)* *(no more than 47 trainings allowed)	No. of Trainings	Cost per Training	\$ 38,627
	45	\$ 858.38	
Computer Camp	No. of Youth	Cost per Youth	\$ 9,000
2016/17 Computer Camp	6	\$ 1,500	
DIRECT SERVICE BUDGET			
Graduations/Celebrations	Cost	Total	\$ 15,500
Gifts	\$ 8,500		
Meals	\$ 2,700		
Presenter	\$ 1,400		
Subtotal:		\$ 12,600	
Day Retreat			\$ 63,127
Supplies	\$ 1,300		
Consult/Presenter	\$ 600		
Conference	\$ 1,000		
Subtotal:		\$ 2,900	
Total Direct Service Budget:			\$ 15,500
Total Fees and Direct Service Budget:			\$ 63,127
OVERHEAD ADMIN COSTS			
	%	Total Budget	\$ 2,525.08
Agency Overhead*	4%	\$ 63,127	
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:			\$ 65,652

ATTACHMENT H

Cost Justification - Annual Cost of Weekly ILP Training Classes

Annual Cost of Weekly ILP Training Classes					
Cost Justification - Annual Cost of Weekly ILP Training Classes FY 2016/17					
PERSONNEL EXPENSE: (Staff performing actual service)					
SALARY					
Position/Class	Name	Annual Salary	% of Time	Annual Service Cost Amount	
Program Director	Karen Stanis	\$ 84,687	4.5%	\$	3,811
Program Specialist	Diana Adams	\$ 23,208	35.0%	\$	8,123
Program Trainers	College/Non-College Staff	N/A	N/A	\$	4,000
Program Presenters				\$	-
Childcare Providers	Non-College Staff	N/A	N/A	\$	1,000
Fiscal Technician	Cheryl Peters	\$ 56,100	4.0%	\$	2,244
Total Cost of Service Salary:				\$	19,178
BENEFITS (Employer paid benefits of staff performing actual service)					
Position/Class	Name	Annual Benefits	% of Time	Annual Service Cost Amount	
Program Director	Karen Stanis	\$ 40,980	4.5%	\$	1,844
Program Specialist	Diana Adams	\$ 6,600	35.0%	\$	2,310
Program Trainers	College/Non-College Staff	N/A	N/A	\$	280
Childcare Providers	Non-College Staff	N/A	N/A	\$	50
Fiscal Technician	Cheryl Peters	\$ 34,800	4.0%	\$	1,392
Total Cost of Service Benefits:				\$	5,876
OPERATING COSTS					
(Costs directly associated with services, i.e. office supplies, space rent, utilities, communication, etc.)					
Description				Annual Service Cost Amount	
Meals		(Avg. Annual Cost)		\$	7,800
Printing, Postage		(Avg. Annual Cost)		\$	250
Mileage		(Avg. Annual Cost)		\$	150
Rentals		(Avg. Annual Cost)		\$	200
Activity Supplies (Experientials)		(Avg. Annual Cost)		\$	2,500
Instructional Supplies		(Avg. Annual Cost)		\$	273
Activities		(Avg. Annual Cost)		\$	2,400
Total Services Operating Costs:				\$	13,573
Total Personnel and Operating Costs for ILP Class:				\$	38,627

ATTACHMENT I

Invoice Format

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

Service	Rate	# of Youth or Trainings	Amount
			\$
			\$
			\$
Total Service Fees			\$

Direct Service Costs	
Graduations/Celebrations	
	Gifts
	Meals
	Presenters
Total Graduation/Celebration Expenses	
Retreats	
	Supplies
	Consultant/Presenter
	Conference
Total Retreats	

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:

Activity**Number Attended**

_____	_____
_____	_____
_____	_____
_____	_____

Computer Camp**Number Attended**

_____	_____
-------	-------

ATTACHMENT K

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

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

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

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

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

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

May 10, 2016
Date

[Signature]
Vendor/Contractor's Signature

2088 North Beale Road, Marysville, CA 95901
Address of vendor/recipient

CR50-Vendor Assurance of Compliance

(08/13/01)

The County of Yuba

HUMAN RESOURCES and ORGANIZATIONAL SERVICES

JILL ABEL, HUMAN RESOURCES DIRECTOR



(230-0616) Adopt... - 1 of 4

915 8 STREET, STE 113
MARYSVILLE, CA 95901

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

TO: Finance and Administration Committee
FROM: Jill Abel, Human Resources Director
Patrick McGrath, District Attorney
DATE: June 14, 2016
SUBJECT: Amend the County's Basic Salary Schedule & Department Allocation Schedule

RECOMMENDATION

Adopt the resolutions to amend the Classification System – Basic Salary/Hourly Schedule and the Department Allocation Schedule as it relates to the District Attorney's Office.

BACKGROUND

In 2009, the District Attorney's Office had three Investigator positions allocated. One Investigator retired in December of 2009, but due to budget constraints the Office did not replace this position even though the workload remained the same. Another Investigator left the office in June 2015, and recruitment efforts to find a replacement resulted in a shallow pool of applicants and the position remains vacant.

DISCUSSION

The Investigator position has long required a valid Peace Officers Standards and Training (P.O.S.T.) Basic Certificate as a minimum qualification at time of hire. This certificate is required for all Penal Code Section 830.1 peace officers (e.g. deputy sheriffs, police officers). However, the District Attorney's Office is one of four remaining counties in the state of California that is not a P.O.S.T. participating agency. Thus, after an investigator is exclusively employed in our DA Office for three years his/her POST Basic Certificate becomes invalid. For this reason, viable candidates are not willing to apply for the Investigator position.

For recruitment reasons, the District Attorney's Office has initiated the process to become a P.O.S.T. participating agency. To achieve that goal there are several requirements that must be in place, pursuant to P.O.S.T. regulations, one of them being a Chief Investigator position that oversees the duties of all investigators. Consequently, it is our joint request that the Board approve the classification of Chief Investigator to the District Attorney's Office.

A compensation study was conducted and the Chief Investigator salaries from the surrounding counties were determined not to be comparable for a variety of reasons,

including level and scope of responsibilities and the size of the investigator (230-0616) Adopt... - 2 of 4
using the industry standard of a 9-12% pay differential between levels in a series and a
review of the County's pay ranges, it was determined the appropriate base salary
recommendation is \$5,268/month, which is approximately 10.5% more than its one
subordinate.

FISCAL IMPACT

Due to salary savings from the vacant investigator position, there is no estimated fiscal
impact for the current year.

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

RESOLUTION AMENDING THE
CLASSIFICATION SYSTEM –
BASIC SALARY SCHEDULE

RESOLUTION NO. _____

BE IT RESOLVED that the Classification System – Basic Salary/Hourly Schedule is amended as follows effective June 14, 2016.

ADD:

Code	Classification	Unit	BASE: STEP A	HOURLY	OT Code	WC Code
CDAI	Chief DA Investigator	7	\$5,268	30.39	N	7720

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the day of _____, 2016 by the following votes:

AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____

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

RESOLUTION AMENDING THE)
DEPARTMENTAL POSITION)
ALLOCATION SCHEDULE)
_____)

RESOLUTION NO. _____

BE IT RESOLVED that the Departmental Position Allocation Schedule as it relates to the following department(s) is amended effective June 14, 2016 as follows:

DELETE:

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
District Attorney	District Attorney Investigator	1

ADD:

DEPARTMENT	CLASSIFICATION	# OF POSITIONS
District Attorney	Chief DA Investigator	1

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2016 by the following votes:

AYES:
NOES:
ABSENT:

CHAIRMAN

ATTEST: Donna Stottlemeyer
Clerk of the Board

APPROVED AS TO FORM: Angil Morris-Jones
County Counsel

By: _____

By:  _____



Information Technology Memorandum

To: Board of Supervisors
CC: Robert Bendorf, CAO
Angil Morris-Jones, County Counsel
From: Paul LaValley
Date: June 14,, 2016
Re: Cisco SMARTnet Support purchase

Recommendation:

Recommend the Board of Supervisors authorize the Chair to sign the Purchase Order for the renewal of Cisco SMARTnet maintenance and support.

Background:

Yuba County uses Cisco hardware, software, and services for its network and most of its servers. This equipment forms the backbone for Information Technology services across all county departments and facilities and enables internet access, email, phone services, and application access.

Discussion:

The Information Technology department has worked to minimize the cost for Cisco maintenance. We have reduced the service levels for equipment when we have redundant or replacement equipment. We only have the most critical equipment on 24/7 support with 4 hour replacement (the most expensive support level). We also have priced support through multiple vendors, and Presidio is the least expensive.

Committee Action:

None

Fiscal Impact:

The cost for SMARTnet support for the IT Internal Service Fund is \$65,895. The cost for SMARTnet support for HHSD equipment is \$44,596. Both have been fully budgeted.

PURCHASE ORDER

INVOICES MUST ACCOMPANY SHIP

231-0616

(231-0616) Appro... - 2 of 6

COUNTY OF YUBA

PHONE 749-7880

MARYSVILLE, CA 95901

ORDER NUMBER MUST
APPEAR ON ALL INVOICES

ORDER NO. 7287

TO:
Presidio
4900 Hopyard Rd, Ste 282
Pleasanton, CA 94588

DATE	DEPT. NO.	BUDGET NO.
5/10/16	1900	154-9800-410-2600

Information Technology

SHIP TO: 915 8th Street, Ste 131
Marysville, CA 95901

INVOICE TO: Information Technology
915 8th Street, Suite 131
Marysville, CA 95901

o PICK UP

ITEM	QUANTITY	✓	UNIT	DESCRIPTION	ESTIMATED UNIT PRICE	ACTUAL UNIT PRICE	EXTENDED TOTAL
1	1		each	Cisco Smartnet Total Care with Presidio Vision Portal Access	FOR EXECUTIVE OFFICE USE ONLY		
2							
3							
4				Quote #2003216601933-01			
5				1 Year Option	110,491.71	110,491.71	110,491.71
6					-	-	-
7					-	-	-
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
						Discount	-
						Sales Tax	-
						Total	110,491.71

NO BACK ORDERS - DO NOT DELAY SHIPMENT

BY

PURCHASING AGENT

I CERTIFY THAT I HAVE RECEIVED AND CAREFULLY CHECKED THE ARTICLES STATED ABOVE
AND FOUND SAME TO BE IN GOOD ORDER EXCEPT AS OTHERWISE INDICATED HERE ON. THE
ATTACHED INVOICES ARE ORIGINALS OR PHOTO COPIES OF THE ORIGINAL INVOICE
ORIGINATED BY THE VENDOR.

BY

DEPARTMENT HEAD

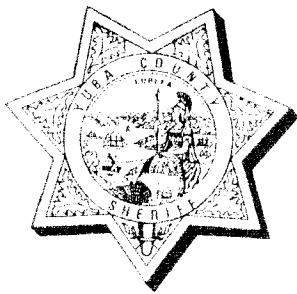
Notes:

INSTANCE NUMBER	SERIAL NUMBER	PRODUCT NUMBER	PRODUCT DESCRIPTION	QUANTITY	TARGET CONTRACT NUMBER	TARGET SERVICE LEVEL	BEGIN DATE(DD-MON-YYYY)	END DATE(DD-MON-YYYY)
27483544	FTX101520M4	CISCO1841	*Modular Router w/2FE, 2 WAN slots, 64 FL/256 DR	1	NEW	SNT	16-Mar-2016	31-Oct-2016
565557248	F0C1427107N	WS-C2960-48T-C-L	*Catalyst 2960 48 10/100 + 2 T1/SFP LAN Base Image	1	NEW	SNT	16-Mar-2016	24-Aug-2017
565557271	F0C1428V027	WS-C3750X-48P-E-S	*Catalyst 3750 48 Port PoE IP Base	1	NEW	SNT	16-Mar-2016	24-Aug-2017
601080748	F0D1506P03A	WS-C2960S-48P-E-S	Catalyst 2960S 48 GbE PoE 370W, 4 x SFP LAN Base	1	NEW	SNT	16-Mar-2016	24-Aug-2017
843677539	F0C1536Y0N6	WS-C2960S-48P-S-L	Catalyst 2960S 48 GbE PoE 370W, 4 x SFP LAN Base	1	NEW	SNT	16-Mar-2016	24-Aug-2017
897121860	F0C1665Y0R2	WS-C2960-24P-C-L	*Catalyst 2960 24 10/100 PoE + 2 T1/SFP LAN Base Image	1	NEW	SNT	16-Mar-2016	24-Aug-2017
918062223	FTL1041217FJ	CISCO1821-1T5EC9K9	*ASA 5510 1U Blade incl HWIC-IDSU-T1,256P/512D, SEC Lic	1	NEW	SNT	16-Mar-2016	31-Oct-2016
2966630878	FXJ1614121HJ	CISCO1821-1T5EC9K9	*ASA 5510 1U Blade incl HWIC-IDSU-T1,256P/512D, SEC Lic	1	NEW	SNT	16-Mar-2016	31-Oct-2016
919082037	JMX16161X1JX	CISCO1821-1T5EC9K9	*ASA 5510 1U Blade incl HWIC-IDSU-T1,256P/512D, SEC Lic	1	NEW	SNT	16-Mar-2016	31-Oct-2016
934954536	F0C1616W131	WS-C2960S-48T-S-L	Catalyst 2960S 48 GbE 4 x SFP LAN Base	1	NEW	SNT	16-Mar-2016	24-Aug-2017
934954564	F0C1616W1EB	WS-C2960S-48T-S-L	Catalyst 2960S 48 GbE 4 x SFP LAN Base	1	NEW	SNT	16-Mar-2016	24-Aug-2017
934962533	F0C1616Y0M3	WS-C2960S-48T-S-L	Catalyst 2960S 48 GbE 4 x SFP LAN Base	1	NEW	SNT	16-Mar-2016	24-Aug-2017
936754015	F0C1616Y376	WS-C3560X-48P-S	Catalyst 3560X 48 GbE 4 x SFP LAN Base	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1021606507	F0C161617B2S	UCS-BL10N-120-304	*JUST Only: UCS B200 M3 Blade, ZXE5-2640, 2x6GB	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1068164238	F0C1644V2OY	WS-C2960-8T-C-L	*Catalyst 2960 8 10/100 + 1 T1/SFP LAN Base Image	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1413776392	FXS17130558	WS-C4510R-E	Catalyst 4500E 10 slot chassis for 48Gbps slot, fan, no ps	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1416899457	SAL170722X1	WS-C5508-E	Catalyst 6500 Enhanced 6-Slot chassis, 12RU, no PS, no Fan Tray	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1418069248	FXS1716038R4	WS-C4510R-E	Catalyst 4500E 10 slot chassis for 48Gbps slot, fan, no ps	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1418069824	FXS1716038T4	WS-C4510R-E	Catalyst 4500E 10 slot chassis for 48Gbps slot, fan, no ps	1	NEW	SNT	16-Mar-2016	24-Aug-2017
3341792559	SAL17120NNV21	WS-C5508-E	Catalyst 6500 Enhanced 6-Slot chassis, 12RU, no PS, no Fan Tray	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1418910151	FXS17105W02	WS-C4510R-E	Catalyst 4500E 10 slot chassis for 48Gbps slot, fan, no ps	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1422502656	FXS17160EQ1	WS-C4510R-E	Catalyst 4500E 10 slot chassis for 48Gbps slot, fan, no ps	1	NEW	SNT	16-Mar-2016	24-Aug-2017
351089598	F0C1135U2TP	WS-C2960G-8T-C-L	*Catalyst 2960 7 10/100/1000 + 1 T1/SFP LAN Base	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1422803222	FXS17160DER9	WS-C4510R-E	Catalyst 4500E 10 slot chassis for 48Gbps slot, fan, no ps	1	NEW	SNT	16-Mar-2016	24-Aug-2017
351340603	F0C1315U2DEP	WS-C2960G-8T-C-L	*Catalyst 2960 7 10/100/1000 + 1 T1/SFP LAN Base	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1440553821	F0C1719W5PK	WS-C2960S-24T-S-L	Catalyst 2960S 24 GbE 4 x SFP LAN Base	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1441545849	F0D1730Z0DN	WS-C3560X-48P-S	Catalyst 3560X 48 Port PoE IP Base	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1441724516	F0D1730Z0FN	WS-C3560X-48P-S	Catalyst 3560X 48 Port PoE IP Base	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1441794868	F0C1722W0J1	WS-C2960S-48T-S-L	Catalyst 2960S 48 GbE 4 x SFP LAN Base	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1441960562	FTX1731AK5N	CISCO2811-SEC9K9	Cisco 2811 Security Bundle w/SEC license PAK	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1441960562	FTX1731AK5F	CISCO2811-SEC9K9	Cisco 2811 Security Bundle w/SEC license PAK	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1442186615	FTX1731B0H1	CISCO2901-SEC9K9	Cisco 2901 Security Bundle w/SEC license PAK	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1442186760	FTX1731B0H2	CISCO2901-SEC9K9	Cisco 2901 Security Bundle w/SEC license PAK	1	NEW	SNT	16-Mar-2016	24-Aug-2

1569567880 FCH1829V0F2	UCSC-C220-M3S	UCS C220 M3 SFF w/o CPU, mem, HDD, PCle, PSU, w/ rail kit	1	93216148	SNTP	09-Aug-2017	24-Aug-2017
1569568155 FCH1829V0F1	UCSC-C220-M3S	UCS C220 M3 SFF w/o CPU, mem, HDD, PCle, PSU, w/ rail kit	1	93216148	SNTP	09-Aug-2017	24-Aug-2017
1575103048 FTX183510UJ	ASA5515-K9	ASA 5515-K with SW, 6GE D, 1GE Mgmt, PC, 3DES/AES	1	NEW	SNT	16-Mar-2016	24-Aug-2017
1576951782 FTX1834AMM7	CISCO2811-SEC/K9	Cisco 2811 Security Bundle w/SEC license PAK	1	NEW	SNT	28-Nov-2015	24-Aug-2017
15833390942 FTX1837AKW6	CISCO2811-SEC/K9	Cisco 2811 Security Bundle w/SEC license PAK	1	NEW	SNT	28-Nov-2015	24-Aug-2017
1594329925 FDO1841EW6	WS-C3650-24PS-S	Cisco Catalyst 3650 24 Port PoE 4x1G Uplink IP Base	1	93216148	SNTP	28-Nov-2015	24-Aug-2017
16655938361 FDO1918E2S4	WS-C3650-48PS-E	Cisco Catalyst 3650 48 Port Full PoE 4x1G Uplink IP Services	1	NEW	SNT	13-May-2016	24-Aug-2017
563429028 FDO1434P14D	WS-C3750X-48T-S	Catalyst 3750X 48 Port Data IP Base	1	NEW	SNT	16-Mar-2016	24-Aug-2017

INSTALL SITE NAME	SITE ADDRESS LINE 1	SITE ADDRESS LINE 2	SITE CITY	SITE STATE/PROVINCE	SITE POSTAL CODE	SITE COUNTRY	SERVICE SKU	PRORATED LIST PRICE	SALE
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNT-CISCO1841	\$ 112.79	\$ 99.26
COUNTY OF YUBA	YUBA COUNTY HEALTH & HUMAN SERVICES	5730 PACKARD AVE - STE 100	MARYSVILLE	CA	95901	US	CON-SNT-C29604TC	\$ 261.33	\$ 229.97
COUNTY OF YUBA	YUBA COUNTY HEALTH & HUMAN SERVICES	5730 PACKARD AVE - STE 100	MARYSVILLE	CA	95901	US	CON-SNT-C29604TC	\$ 261.33	\$ 229.97
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	5730 PACKARD AVENUE	MARYSVILLE	CA	95901	US	CON-SNT-3750X4FS	\$ 1,273.46	\$ 1,120.64
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	302 2ND ST. LIBRARY	MARYSVILLE	CA	95901	US	CON-SNT-2960S4LS	\$ 508.23	\$ 447.24
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	302 2ND ST. LIBRARY	MARYSVILLE	CA	95901	US	CON-SNT-2960S4LS	\$ 508.23	\$ 447.24
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNT-C29602PC	\$ 261.33	\$ 229.97
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNT-1921TISC	\$ 105.40	\$ 92.75
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNT-C29601HSC	\$ 281.67	\$ 247.87
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNT-1921TISC	\$ 105.40	\$ 92.75
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNT-AS158X9	\$ 603.01	\$ 530.65
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNT-2960S4TS	\$ 381.17	\$ 335.43
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNT-2960S4TS	\$ 381.17	\$ 335.43
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNT-3500X4PS	\$ 818.65	\$ 720.41
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNT-8200M304	\$ 308.00	\$ 271.04
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNT-C29608C	\$ 93.85	\$ 82.59
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNTE-C4510R-E	\$ 7,404.42	\$ 6,515.89
COUNTY OF YUBA	YUBA COUNTY ADMIN SVCS	915 8TH STREET	Marysville	CA	95901	US	CON-SNTP-W5-C6506	\$ 8,579.33	\$ 7,549.81
COUNTY OF YUBA	YUBA COUNTY ADMIN SVCS	915 8TH STREET	Marysville	CA	95901	US	CON-SNTE-C4510R-E	\$ 7,404.42	\$ 6,515.89
COUNTY OF YUBA	YUBA COUNTY ADMIN SVCS	915 8TH STREET	Marysville	CA	95901	US	CON-SNTE-C4510R-E	\$ 7,404.42	\$ 6,515.89
COUNTY OF YUBA	YUBA COUNTY ADMIN SVCS	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNT-W5-C6506	\$ 5,361.96	\$ 4,718.52
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNTE-C4510R-E	\$ 7,404.42	\$ 6,515.89
COUNTY OF YUBA	YUBA COUNTY ADMIN SVCS	915 8TH STREET	Marysville	CA	95901	US	CON-SNTE-C4510R-E	\$ 7,404.42	\$ 6,515.89
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNT-C2960GBC	\$ 145.83	\$ 128.33
COUNTY OF YUBA	YUBA COUNTY ADMIN SVCS	915 8TH STREET	Marysville	CA	95901	US	CON-SNTE-C4510R-E	\$ 7,404.42	\$ 6,515.89
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNT-C2960GBC	\$ 145.83	\$ 128.33
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNT-2960S2TS	\$ 158.53	\$ 139.51
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-3500X4PS	\$ 551.47	\$ 485.29
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-3500X4PS	\$ 551.47	\$ 485.29
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-2960S4TS	\$ 256.77	\$ 225.96
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-2911SEC	\$ 440.59	\$ 387.72
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-2901SEC	\$ 305.40	\$ 268.75
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-2901SEC	\$ 305.40	\$ 268.75
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-AS5BUNK9	\$ 69.05	\$ 60.76
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNTP-SNINFRAC	\$ 244.00	\$ 214.72
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNTP-SNINFRAC	\$ 244.00	\$ 214.72
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNTP-SNINFRAC	\$ 964.00	\$ 848.32
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNTP-SNINFRAC	\$ 964.00	\$ 848.32
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-C4503E	\$ 1,801.26	\$ 1,585.11
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-SNINFRAC	\$ 964.00	\$ 848.32
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-SNINFRAC	\$ 964.00	\$ 848.32
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-3750X2PS	\$ 664.16	\$ 584.46
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-3750X2PS	\$ 664.16	\$ 584.46
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-2960S4LS	\$ 342.36	\$ 301.28
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-2960S4LS	\$ 342.36	\$ 301.28
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-2960S4LS	\$ 267.00	\$ 234.96
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-2960S4LS	\$ 267.00	\$ 234.96
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-SPT5B200	\$ 308.00	\$ 271.04
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-SPT5B200	\$ 308.00	\$ 271.04
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-3750X2PS	\$ 664.16	\$ 584.46
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-SPT5B200	\$ 308.00	\$ 271.04
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-C4510R-E	\$ 5,106.16	\$ 4,493.42
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-C4510R-E	\$ 5,106.16	\$ 4,493.42
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-C4510R-E	\$ 5,106.16	\$ 4,493.42
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-CISCO1841	\$ 112.79	\$ 99.26
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-C4510R-E	\$ 5,106.16	\$ 4,493.42
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-1921	\$ 142.94	\$ 125.79
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNTP-V508E2T	\$ 8,408.15	\$ 7,399.17
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-SACS1121	\$ 288.44	\$ 236.23
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-3750X4PS	\$ 796.56	\$ 700.97
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-3750X4PS	\$ 796.56	\$ 700.97
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-AS2BUNK9	\$ 1,072.78	\$ 944.05
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-2960S4TS	\$ 256.77	\$ 225.96
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-2960S4TS	\$ 256.77	\$ 225.96
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-2960S4TS	\$ 256.77	\$ 225.96
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-2960S4TS	\$ 256.77	\$ 225.96
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-2960S4TS	\$ 256.77	\$ 225.96
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNT-2960S4TS	\$ 256.77	\$ 225.96
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	Marysville	CA	95901	US	CON-SNTP-C5548UP	\$ 2,378.01	\$ 2,092.65
COUNTY OF YUBA	YUBA COUNTY HEALTH AND HUMAN SERVICES	5730 PACKARD AVE STE 100	MARYSVILLE	CA	95901	US	CON-SNT-C170-X9	\$ 47.40	\$ 41.71
COUNTY OF YUBA	YUBA COUNTY HEALTH AND HUMAN SERVICES	5730 PACKARD AVE STE 100	MARYSVILLE	CA	95901	US	CON-SNT-C170-X9	\$ 47.40	\$ 41.71
COUNTY OF YUBA	YUBA COUNTY HEALTH AND HUMAN SERVICES	5730 PACKARD AVE STE 100	Marysville	CA	95901	US	CON-SNTP-C22M6SF	\$ 18.24	\$ 16.05
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	938 14TH STREET	MARYSVILLE	CA	95901	US	CON-SNT-AS2BUNK9	\$ 1,072.78	\$ 944.05

COUNTY OF YUBA	YUBA COUNTY HEALTH AND HUMAN SERVICES DEPT.	5730 PACKARD AVE. SUITE 100	Marysville	CA	95901	US	CON-SNTP-C220M3SF	\$	18.24	\$	16.05
COUNTY OF YUBA	YUBA COUNTY HEALTH AND HUMAN SERVICES DEPT.	5730 PACKARD AVE. SUITE 100	Marysville	CA	95901	US	CON-SNTP-C220M3SF	\$	18.24	\$	16.05
COUNTY OF YUBA	YUBA COUNTY HEALTH AND HUMAN SERVICES DEPT.	5730 PACKARD AVE. SUITE 100	Marysville	CA	95901	US	CON-SNT-A15X9	\$	864.96	\$	761.08
COUNTY OF YUBA	815 8TH STREET SUITE 116		Marysville	CA	95901	US	CON-SNT-2911SEC	\$	788.10	\$	693.53
COUNTY OF YUBA	815 8TH STREET SUITE 116		Marysville	CA	95901	US	CON-SNT-2911SEC	\$	788.10	\$	693.53
COUNTY OF YUBA	815 8TH STREET SUITE 119		Marysville	CA	95901	US	CON-SNT-WSC3652S	\$	558.45	\$	491.44
COUNTY OF YUBA	YUBA COUNTY HEALTH & HUMAN SERVICES	5730 PACKARD AVE STE 100	MARYSVILLE	CA	95901	US	CON-SNTP-W55048FS	\$	2,253.77	\$	1,983.32
COUNTY OF YUBA	YUBA COUNTY INFORMATION TECHNOLOGY	215 5TH ST COURTHOUSE	MARYSVILLE	CA	95901	US	CON-SNT-3750X1TS	\$	1,046.78	\$	921.17
TOTAL								\$	125,698.78	\$	110,493.71



Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

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

Ph: 530-749-7777 • Fax: 530-741-6445

(232-0616) Appro... - 1 of 4



232-0616

JUNE 14, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

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

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

RECOMMENDATION:

Approve the Memorandum of Understanding with the Yuba County Office of Education to provide vocational educational programs for inmates at the Yuba County Jail for the Fiscal Year 2016-2017.

BACKGROUND:

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

DISCUSSION:

This is an annual agreement that has proven beneficial to both agencies. The fiscal year 2016-2017 GED program has been budgeted, designed, and staffed around a \$15,000 budget.

FISCAL IMPACT:

No fiscal impact to the General Fund. The program is included in the Fiscal Year 2016-2017 proposed Jail Budget, and will be paid entirely with Inmate Welfare Funds.

COMMITTEE:

Due to the routine nature of this request, this item was placed directly on the Board of Supervisor's agenda.

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232-0616

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

This Memorandum of Understanding is between the County of Yuba and the Yuba County Office of Education. Term of the agreement is July 1, 2016 through June 30, 2017.

1. Yuba County Office of Education agrees to provide an educational program for inmates at the Yuba County Jail between July 2016 and June 2017, consisting of a basic General Equivalency Degree (GED) education. In connection therewith, the Yuba County Office of Education shall provide a teacher and all materials and supplies required for such programs. Differences between state revenue and expenditures will be billed as direct costs as approved by the Board of Supervisors.
2. County of Yuba agrees to make one payment of \$15,000 to the Yuba County Office of Education, due January 1, 2017, and will be invoiced for the remainder of the costs based on actual cost of the program minus state revenue received in June of 2017, for continued services through June 30, 2017. The total amount of contribution from County of Yuba is estimated to not be more than \$20,000 for the year; this is based on approximately 15 average daily attendance (ADA) in the class to generate state funding.
3. Full accounting is available for review annually.
4. If for any reason either party wishes to cancel this agreement, it must be in writing at least 90 days before the next fiscal year begins.
5. Indemnity. County of Yuba shall indemnify and hold harmless Yuba County Office of Education (and Yuba County Office of Education's officers, officials, employees, independent contractors, volunteers, and agents) from and against any and all claims, actions, and proceedings (including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon, relating to damage to property or injury to persons) caused by the performance or omission to perform under this Agreement by County of Yuba or County of Yuba's agents, representatives, employees, contractors and subcontractors.

Yuba County Office of Education shall indemnify and hold harmless County of Yuba (and County of Yuba's officers, officials, employees, independent contractors, volunteers, and agents) from and against any and all claims, actions, and proceedings (including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim, action, or proceeding brought thereon, relating to damage to property or injury to persons) caused by the performance or omission to perform under this Agreement by Yuba County Office of Education or Yuba County Office of Education's


agents, representatives, employees, contractors and subcontractors.

If any such claim, action, or proceeding is brought against an indemnified party or that party's officers, officials, employees, independent contractors, volunteers, or agents, the indemnifying party, upon notice from the indemnified party, shall defend the same at the indemnifying party's expense by counsel satisfactory to the indemnified party.


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

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

YUBA COUNTY OFFICE OF EDUCATION


JOSH HARRIS, SUPERINTENDENT
Yuba County Office of Education

COUNTY OF YUBA

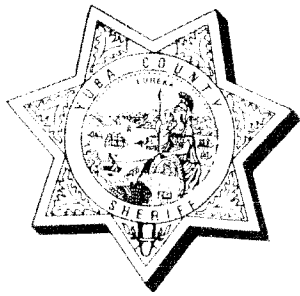

~~MARY JANE GRIEGO~~
Chairman, Board of Supervisors

ATTEST: DONNA STOTTEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
YUBA COUNTY COUNSEL

By: 
ANGIL MORRIS-JONES

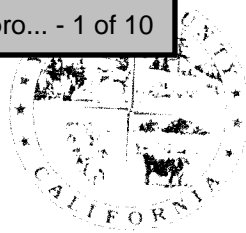


Yuba County Sheriff's Department

Steven L. Durfor, Sheriff-Coroner

(233-0616) Appro... - 1 of 10

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



233-0616

JUNE 14, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

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

RE: CONTRACT AMENDMENT NO. 1 TO THE AGREEMENT WITH PLACER COUNTY FOR PATHOLOGY SERVICES

RECOMMENDATION:

Approve Contract Amendment No. 1 to extend the Agreement with Placer County for the provision of pathology services for one year commencing on July 1, 2016.

BACKGROUND:

The Board of Supervisors approved the Agreement between Placer County and Yuba County for pathology services at the Board of Supervisors meeting on May 20, 2014. It is a two year agreement commencing on July 1, 2014 and continuing through June 30, 2016. A copy of the agreement is included for reference.

DISCUSSION:

Section 9 of the current agreement provides for the contract to be renewed for two (2) one-year options, after the expiration date under the same terms and conditions, except with regard to cost adjustments. Placer County has chosen to forgo any cost adjustments with regards to Contract Amendment No. 1, opting to extend the agreement for one year commencing on July 1, 2016 and continuing through June 30, 2017, with all other provisions of the original contract remaining in full force and effect.

FISCAL IMPACT:

No additional cost to the Sheriff's Department or General Fund, as the compensation for Placer County's services are within the Sheriff's proposed budget for Fiscal Year 2016-2017.

COMMITTEE:

Due to the routine nature of this request, this item was placed directly on the Board of Supervisor's agenda.

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Administering Agency: Placer County Sheriff's Office
Term: July 1, 2014 to ~~June 30, 2016~~ June 30, 2017
Contract No.: 13427
Contract Description: Agreement to Perform Pathology Services

CONTRACT AMENDMENT NO. 1

CONTRACT No. 13427, originally made at Auburn, California, as of July 1, 2014 by and between the County of Placer ("Placer County") and County of Yuba ("Yuba County") is hereby amended as follows:

- **Section 6, Term**

This contract is extended through June 30, 2017, which represents the first of two one-year renewal options allowed under Section 9.

With the exception of the above noted changes, all other provisions of this contract remain in full force and effect.

///

Executed as of the date indicated below:

PLACER COUNTY:

By: _____

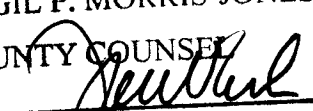
Brett Wood, Purchasing Manager

Date: _____

YUBA COUNTY:

By: _____

Chair, Board of Supervisors

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

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CONTRACT NO. 193-14BEGINS: July 1, 2014
ENDS: June 30, 2016

ADMINISTERING AGENCY: Sheriff-Coroner-Marshal

TITLE: AGREEMENT TO PERFORM PATHOLOGY SERVICES

THIS AGREEMENT, MADE AND ENTERED INTO this 1st day of July, 2014, by and between the COUNTY OF PLACER, hereinafter referred to as "PLACER COUNTY" and COUNTY OF YUBA hereinafter referred to as "YUBA COUNTY".

WITNESSETH

WHEREAS, the Coroner for the YUBA COUNTY is desirous of having PLACER COUNTY provide complete pathology services as required by the State law; and

WHEREAS, PLACER COUNTY has a duly licensed physician that is qualified as a pathologist, fully capable and willing to perform coroner services for YUBA COUNTY;

NOW, THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATIONS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES hereto as follows:

1. PLACER COUNTY shall:

- [a] Provide determination of medical cause of death in all cases, both forensic and general, including, but not limited to autopsies, gross and microscopic examination of tissues, microbiological examination, review of medical reports and other such services as are appropriate to determine the cause of death. PLACER COUNTY will submit a written report of findings to YUBA COUNTY not later than one-hundred twenty (120) working days following performance of the autopsy and/or related services such as toxicology or neuropathology. Medical transcription services shall be the responsibility of the YUBA COUNTY.
- [b] Furnish to YUBA COUNTY the physical facilities necessary to perform gross autopsies, including autopsy equipment and supplies (knives, saws, scalpels, scalpel blades, forceps, scissors, hemostats, rib shears, syringes, syringe needles, probes, wet tissue containers, swabs, filter paper, scales, measuring tapes, formalin, tissue block cassettes, saline, Multistix, scrub suits, plastic aprons, shoe covers, gloves, masks, hair covers, protective eye gear and any miscellaneous items as required). Morgue services are included in the base rate of this contract.
- [c] Provide licensed physicians to perform all required autopsies at least one per day, five days per week, Monday through Friday, unless no autopsies are required by YUBA COUNTY. The time to be mutually agreed upon by YUBA COUNTY and PLACER COUNTY.
- [d] Furnish a trained autopsy assistant to provide service on all autopsies and to be available for the entire autopsy. Provide custodial management and maintenance

of the morgue facility and ancillary equipment. Diener services are included in the base rate of this contract.

- [e] Agrees that physician will testify at all civil and criminal proceedings when requested to do so by YUBA COUNTY as to any matter relating to autopsy findings.
- [f] YUBA COUNTY shall identify the time at which PLACER COUNTY shall appear in court for such testimony as is described in [d] above. PLACER COUNTY shall be reimbursed at an hourly rate of \$180 per hour. This same fee also applies to any conferences, liaison, pretrial conferences, criminal depositions, and exhumations requested by YUBA COUNTY. This charge is not included in the base charge for this contract.
- [g] All costs of disinterments shall be paid by YUBA COUNTY unless upon disinterment of the body, it is discovered that PLACER COUNTY'S diagnosis of the cause of death was incorrect. In such a case, the cost of disinterment shall be paid by PLACER COUNTY.
- [h] Furnish x-ray examinations in all homicides and SIDS cases. Furnish x-ray examinations in those cases of gunshot wounds and charred remains, as required. PLACER COUNTY shall perform basic interpretation of such x-ray examinations. X-ray services are included in the base rate of this contract.
- [i] Provide specialized services when needed. Any specialized services other than services noted above will be charged at the actual costs of those services and are not included in the base rate of this contract. YUBA COUNTY will pay PLACER COUNTY on a monthly basis for these services.
- [j] If the YUBA COUNTY Coroner's office is considering withholding one or more organs of a potential donor for any reason, the contracted Forensic Pathologist, upon request from a qualified organ procurement organization, shall be present during the procedure to remove the organs. The Coroner or Forensic Pathologist may request a biopsy of those organs or deny removal of the organs if necessary.
- [k] If a Donor Organization appeals a Deputy Coroner's decision to prohibit organ and/or tissue recovery of a particular Coroner case by requesting the YUBA COUNTY Sheriff's dispatch center contact the Chief Deputy Coroner, the following may become necessary. The contracted Forensic Pathologist may be called upon to contact the attending and/or trauma physician to discuss medical issues related to the appeal. The contracted Forensic Pathologist will then contact the Chief Deputy Coroner to review the medical aspects of the case. The contracted Forensic Pathologist will convey the medical recommendations to the Chief Deputy Coroner.
- {l} If the YUBA COUNTY Coroner's office has a high profile homicide or suspicious death case the Forensic Pathologist, upon request from the Chief

Deputy Coroner or Investigations Unit, may be requested to respond to the scene of the death.

2. YUBA COUNTY shall:
 - [a] Through the YUBA COUNTY Coroner have sole discretion and jurisdictional control as to which cases, pursuant to Section 27491 and Section 27520 of the California Government Code, shall be autopsied under this contract.
 - [b] Provide direction to PLACER COUNTY as to work to be performed recognizing that PLACER COUNTY shall use its independent medical judgement in determining how to perform the autopsies.
 - [c] Provide all histology services through a histology laboratory. Provide any specialized chemical, microbiological, immunological and hematological tests that are required.
 - [d] Have sole discretion through the YUBA COUNTY coroner in granting permission to be present at any postmortem examination.
 - [e] Provide specialized services to the autopsy staff when needed including, but not limited to, providing criminalistics, clinical microbiology, forensic radiology, forensic odontology, forensic neuropathology, entomology, anthropology and anesthesiology.
 - [f] In the event local, state or federal laws change requiring supplemental information or studies, PLACER COUNTY will assist YUBA COUNTY in complying therewith.
3. In performing services under this Agreement PLACER COUNTY is considered an independent consultant and not employees of the YUBA COUNTY. All physicians and other personnel provided by PLACER COUNTY and under employment of the PLACER COUNTY acting within the scope and authority of this contract will be considered employees of PLACER COUNTY and not of the YUBA COUNTY. PLACER COUNTY shall be responsible for providing all payments and fringe benefits to or on account of said employees, and shall be responsible for all acts or omissions of these employees specifically employed by PLACER COUNTY pursuant to this paragraph.
4. Under this Agreement, PLACER COUNTY is performing services for the YUBA COUNTY SHERIFF-CORONER and not the various entities with which the YUBA COUNTY SHERIFF-CORONER deals. As such, all records and materials generated through this relationship are the property of the YUBA COUNTY SHERIFF-CORONER and will be held in the care and custody of the YUBA COUNTY SHERIFF-CORONER.
5. In any case where PLACER COUNTY performs services for the YUBA COUNTY coroner pursuant to Government Code Section 27520, YUBA COUNTY acknowledges it shall be YUBA COUNTY coroner's responsibility to collect all costs from requesting party.

6. The term of the Agreement shall commence on July 1, 2014 and continue through June 30, 2016.
7. In the event of unforeseen circumstances affecting the obligations of both parties, or PLACER COUNTY'S ability to perform, each party to this Agreement may terminate all obligations and duties agreed to herein by providing to the other party not less than ninety (90) days advanced written notice of termination.

8. Hold Harmless

PLACER COUNTY agrees to indemnify and hold harmless YUBA COUNTY and YUBA COUNTY'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of PLACER COUNTY, its employees or agents. YUBA COUNTY agrees to indemnify and hold harmless PLACER COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of YUBA COUNTY'S, its employees or agents. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of PLACER COUNTY'S services, as well as during the progress of rendering such services.

9. This contract may be renewed for two one-year options, after the expiration date under the same terms and conditions, except with regard to cost adjustments. Any supporting documentation relating to specific year-to-year increases in medical costs will be recognized as part of the negotiations process with the YUBA COUNTY. Reasonable increases will be supported dependent on the presentation of sound data/justification. It is the intent that YUBA COUNTY will bear the cost associated with the services provided to them under this contract.
10. For services rendered under this contract, YUBA COUNTY shall pay PLACER COUNTY as follows: \$110,000 for up to 120 cases. Chart reviews and external examinations are not included in this case count. Cases above 120 will be charged at a rate of \$1,250 per case. YUBA COUNTY will pay the actual costs of forensic toxicology and clinical chemistry incurred or other specialized services requested.
11. In the event of a major disaster involving mass deaths, additional compensation will be negotiated. In accordance with the PLACER COUNTY Sheriff's General Orders, a major disaster is defined as five or more deaths relating to one incident.

12. Insurance

It is agreed that YUBA COUNTY and PLACER COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile Liability, One Million

Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) medical malpractice.

13. Nondiscrimination

The PLACER COUNTY will not discriminate against employees or applicants for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (Cancer or genetic characteristic), Age (over 40), marital status, denial of Family and Medical Care Leave and use of Pregnancy Disability Leave in regard to any position for which the employee or applicant for employment is qualified. PLACER COUNTY agrees to take affirmative action to employee, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon the aforementioned discrimination bases in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

14. Jurisdiction/Venue

Parties agree that in the event any legal action is brought in regard to interpretation or enforcement of this agreement, the jurisdiction of such action shall be in the County of Placer, State of California, and Superior Court of Placer County.

15. Notices

Notices shall be in writing and deemed given when personally delivered or when deposited in the United States mail, first class postage, prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by notice by a party:

PLACER COUNTY
P.O. Box 6990
AUBURN, CA 95604

YUBA COUNTY
Attn: Chief Deputy Coroner
215 5th St # 150
Marysville, CA. 95901

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

COUNTY OF PLACER

By: [Signature]
Chair, Board of Supervisors

Date: 6/17/14

ATTEST:

By: [Signature]
Clerk of the Board

Date: 6/17/14

COUNTY OF YUBA

By: [Signature]
Vice Chair, Board of Supervisors

Date: 5-20-2014

ATTEST:

By: [Signature]

Date: 5-20-2014

APPROVED AS TO FORM:
COUNTY COUNSEL

By: [Signature]
Placer County Counsel

By: [Signature]
Yuba County Counsel

COMMUNITY BENEFIT REPORT 2016



Recology®

Yuba-Sutter

WASTE ZERO

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OUR VISION, OUR MISSION

Recology is redefining the waste industry by finding new ways to process and reuse what was once considered waste. Our goal is to find the highest and best use for all resources. The mission of Recology is to create a fundamental shift from traditional trash management. Recology strives to recover more recyclables so that the material can be repurposed into new products. We also place a high importance on transforming organics to nutrient rich soil amendments or energy. By encouraging sustainable resource recovery practices nationally, Recology hopes to carry out our vision of a world without waste.



HOW WE MAKE IT HAPPEN
Recology (234-0616) Recei... - 4 of 14

services for collection and recovery of recyclables, organics and refuse. In addition to weekly curbside collection of all 3 carts, we provide facilities such as Feather River Organics in Marysville and the Household Hazardous Waste Facility in Yuba City. We produce rich compost from the contents of the green waste carts and return it to customers and farmers for their use. Composting, hazardous waste disposal and a strong recycling program helps keep rates down and diversion from the landfill high.

MISSION

Recology is dedicated to building exceptional resource ecosystems that protect the environment and sustain our communities. We strive for the best and highest use of all resources.

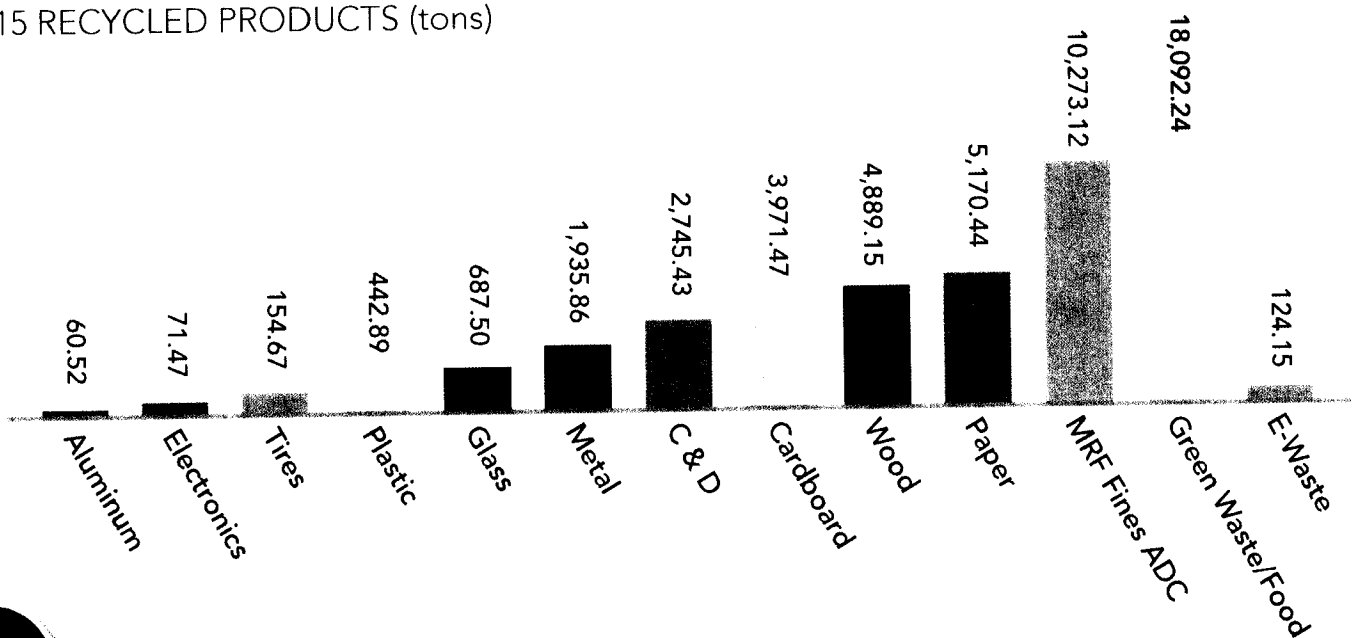




REDUCE, REUSE, RECYCLE

Recology returns the recoverable resources found in the waste stream to our economy by our commitment to our vision of a world without waste. We continue to educate and encourage our customers to increase their recycling – and upcycling – efforts to reduce consumption of virgin materials and keep all that we can out of our landfills.

2015 RECYCLED PRODUCTS (tons)



RETURNING NUTRIENTS TO THE SOIL

Compost can make all the difference in your growing needs. Adding compost to your agricultural crops, nursery stock, home garden or landscape not only helps generate healthier soil and plants, it also increases microbial activity while returning nutrients to the earth.

At Recology Yuba-Sutter, we make it possible for our Yuba Sutter customers to make the best and highest use of all resources we manufacture, conserve, recover and remanufacture. As pioneers in resource recovery, we find ways to do more with such resources as food scraps and yard trimmings by producing compost to help return nutrients to the soil. No longer are these materials landfill-bound. Instead, we complete the recycling circle by using them to develop a nutrient-rich soil amendment that increases crop yields and grows healthier plants. Yuba-Sutter customers may receive up to 50 gallons per year free.

Our Recology composting facility, Feather River Organics, is permitted and operated in compliance with state regulations and EPA standards. Recology compost products are manufactured to the highest standards of the U.S. Composting Council Seal of Testing Assurance program (STA), assuring that no pesky seeds, weeds, or pathogens contaminate our final product.

Composting benefits the environment, and ultimately our health and sustainability.

(234-0616) Recei... - 6 of 14



**MATERIAL
RECOVERY FACILITY**
3001 N. Levee Road
Marysville

**FEATHER
RIVER ORGANICS**
3001 N. Levee Road
Marysville

LANDFILL
5900 Ostrom Road
Wheatland

**YUBA-SUTTER
HOUSEHOLD
HAZARDOUS WASTE
FACILITY**
134 Burns Drive
Yuba City

RECYCLING FACILITIES

HELPING OUR COMMUNITIES ACHIEVE ZERO WASTE

MATERIAL PROCESSING AND INNOVATIVE TECHNOLOGIES

Recology Yuba-Sutter operates a material recovery facility (MRF) on North Levee Rd in Marysville. Materials come into the MRF from individuals within the community and from our curbside pick-up service. At the MRF, materials are sorted, both manually and using the latest in processing technology to ensure materials are well-separated to achieve the highest diversion.

From the MRF, materials are transported to their corresponding locations...recycling facilities, landfill, hazardous waste or to a composting facility. In addition to ownership of the MRF, Feather River Organics and the Landfill property, Recology Yuba-Sutter also manages the YS Household Hazardous Waste facility for the City of Yuba City.

Recology will continue to identify, prioritize and invest in processing technology to support community sustainability goals and our vision of a world without waste.



Recology®

Yuba-Sutter

WASTE ZERO

OUR COMMUNITIES

YUBA CITY
17,668

SUTTER COUNTY
6,505

YUBA COUNTY
14,045

MARYSVILLE
3,489

LIVE OAK
2,095

BEALE AFB
669

WHEATLAND
984





EMPLOYEE OWNERSHIP

OUR EMPLOYEE-OWNER CULTURE

In 1986, the preceding companies of Recology merged in a series of transactions that placed ownership in the hands of the Recology Employee Stock Ownership Plan (ESOP). This plan provides employees a stake in the company to encourage hard work and dedication. It also provides a supplemental retirement plan, alongside their 401(k) or pension, and comprehensive benefits package.

Employee-Ownership is deeply engrained in the Recology culture, and has a direct reflection on our level of customer service and productivity. We are continually motivated to provide high-quality and efficient service to the municipalities we serve.

Recology will continue to work closely with the leaders of our jurisdictions and the Regional Waste Management Authority directors to bring exemplary customer satisfaction and efficiency to the residents and commercial customers of the Yuba Sutter area.

EMPLOYEE OWNERS BY SERVICE YEARS

1-4 years 21 (19%)

5-9 years 19 (17%)

10-14 years 37 (33%)

15-19 years 15 (13%)

20-24 years 8 (7%)

25+ years 12 (11%)



CUSTOMER SERVICE (234-0616) Recei... - 10 of 14

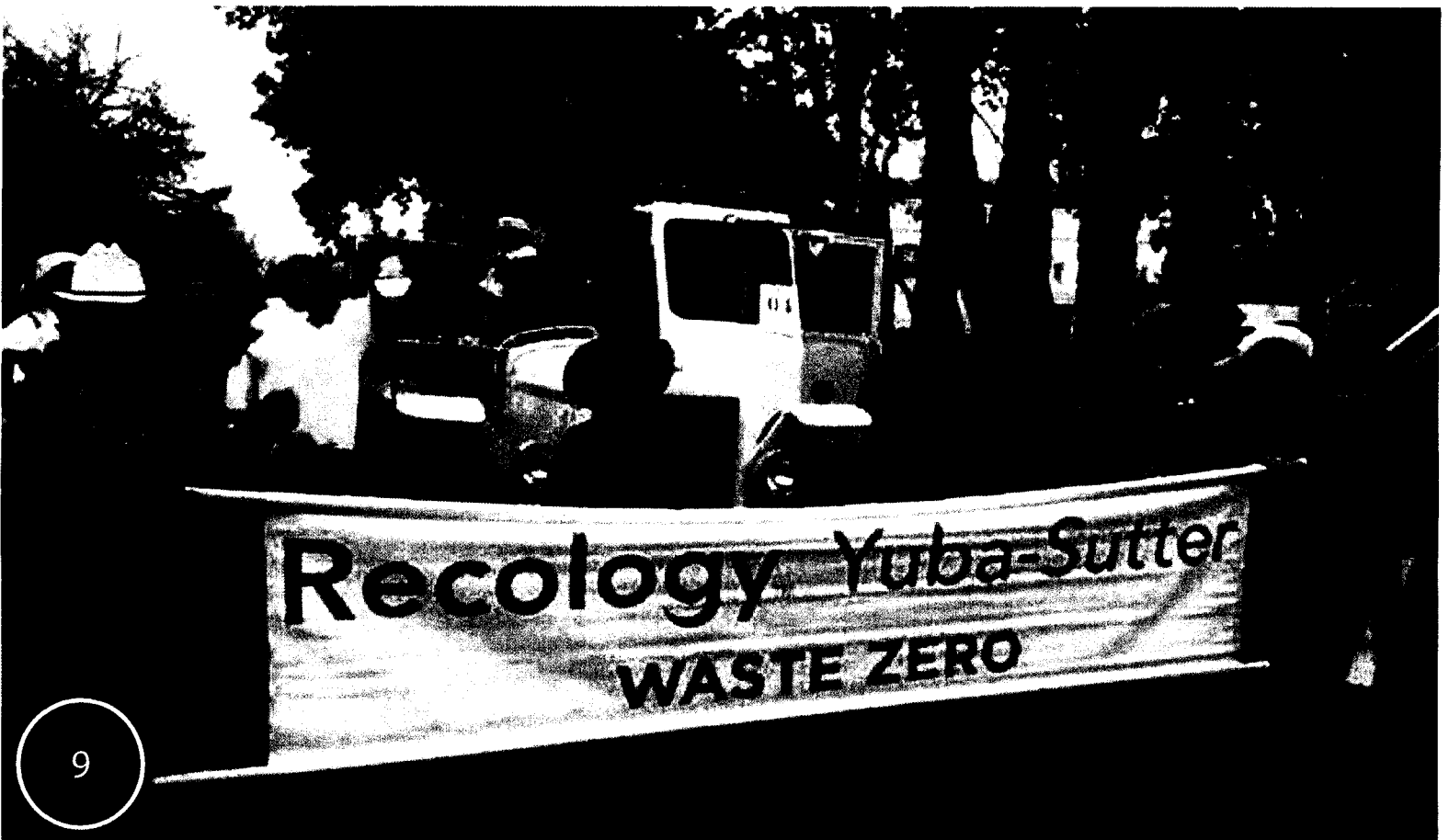
It's important to us to provide the best customer service possible. In 2015, our knowledgeable Customer Service Specialists did their part by personally answering nearly 88,000 phone calls. We are extremely proud of the fact our phone calls are answered by Recology employees right here in Northern California.

Our drivers serviced 47 routes and covered over 1.3 million miles in 2015! All of those miles consumed 438,000 gallons of diesel fuel and another 34,000 gallons of Clean Natural Gas.



GIVING BACK TO THE YUBA-SUTTER COMMUNITY

Another large part of Recology's culture is to practice good corporate citizenship. Our employee-owners live and work in our community and as a result, they volunteer their time and company profits to help many different non-profit organizations in our community. Every member of our leadership team participates on the board of directors of at least one local non-profit. Our employee-owners coach Little League, pick up trash after community events and lead 4-H groups, just to name a few ways they personally contribute.



This year, we donated \$25,000 to the Sutter Performing Arts Association (SPAA) to assist them in their efforts of renovating the Historic Sutter Theater in Downtown Yuba City. Another donation of \$25,000 was made to the Sutter Health Cardiac Center for much needed equipment and \$10,000 was contributed to the Rideout Health Hospice Program.

OTHER WAYS WE CONTRIBUTED TO OUR COMMUNITY

- Volunteered 703 hours to non-profit organizations
- Invested over \$190,000 in community partnerships
- Donated and prepared fundraising Spaghetti Dinners to 27 school sites



THANK YOU!

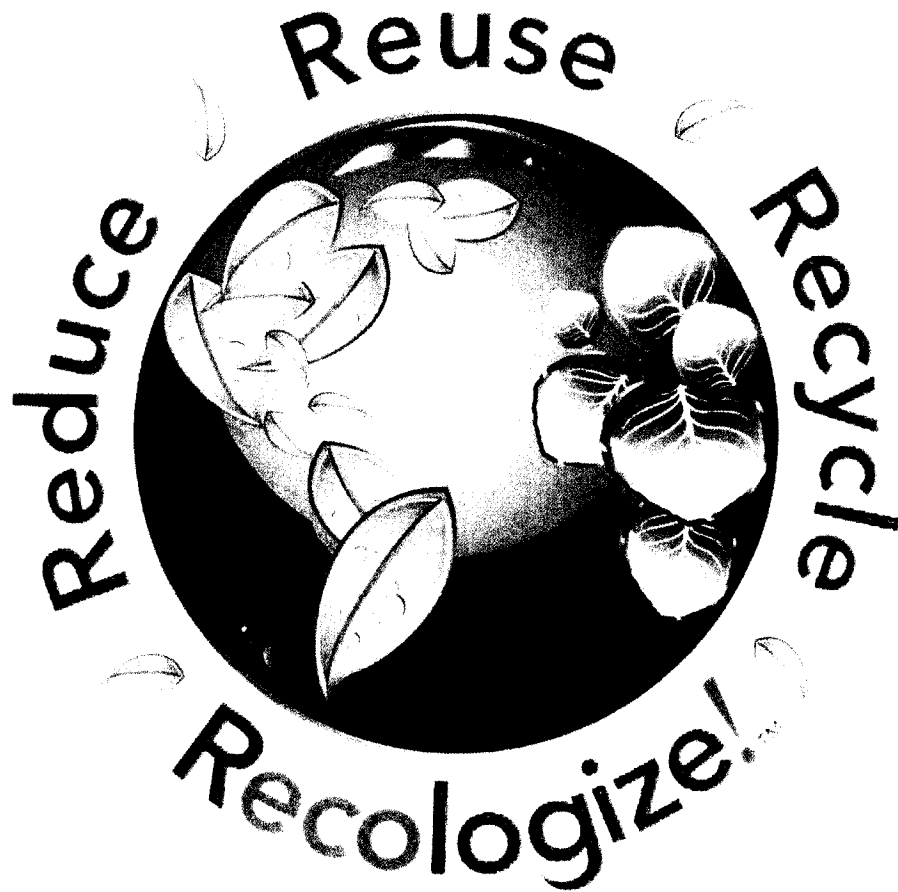
(234-0616) Recei... - 13 of 14

We want you to know how much we sincerely value the great relationships we share with each of you. We appreciate the trust that you have put in us and are fortunate to experience true partnerships between us, the RWMA and each of the Franchising Groups. We promise to continue to work towards "A World Without Waste" to make our Yuba-Sutter communities shine!

We know that much of our collective success comes from the clear lines of communication we've established over the years. We vow to keep those lines of communication open in the future so that our partnerships can continue to thrive.

Please let us know if there are any questions in this Community Benefit Report that we can answer.





www.recology.com




Printed on 100% recycled paper



235-0616

Yuba County Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services 
Jim Arnold, Chief Probation Officer
Date: June 14, 2016
Re: Lease of property

Recommendation

The Board of Supervisors approves the attached lease for space at 209 6th Street in Marysville for the purposes of relocating the Victim Services Division of Yuba County Probation.

Background

On April 5th of this year, your Board authorized Administrative Services and Probation to begin the process to look for alternate space for the County's Victim Services Division. The search was to focus on a site located closer to other County entities to allow their clients better access and to be closer to the rest of their department.

We evaluated several locations in the area and have identified one that best meets the needs.

Discussion

After touring several sites, the team identified the best location to be 209 6th in Marysville commonly known as the old Scott Physical Therapy building (and North State Title before that). It is located directly across 6th Street from the Courthouse.

Future use of the vacated Dan Avenue property will be undergoing a review and the findings shall be presented to your Board as a separate action.

Fiscal Impact

The space shall be leased at \$.90/ft. or \$2487.60; and shall be for a term of five years. The costs shall be budgeted for by the Probation Department as part of the budget process.

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COMMERCIAL LEASE AND DEPOSIT RECEIPT

235-0616

RECEIVED FROM Yuba County, hereinafter referred to as LESSEE, the sum of \$ _____, which shall belong to Lessor and shall be applied as follows: (235-0616) Admin... - 3 of 8 rent,

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period equal to the first <u>prorated</u> charged month Rent.	\$ 2,487.60	\$ _____	\$ _____
Security deposit (not applicable toward last month's rent).....	\$ 2,500.00	\$ _____	\$ _____
Other: Improvement Deposit.....	\$ 4,987.60	\$ _____	\$ _____
TOTAL.....	\$ _____	\$ _____	\$ _____

In the event this Lease is not accepted by the Lessor within 10 days, the total deposit received will be refunded.

Lessee offers to lease from Lessor the premises situated in the City of Marysville, County of Yuba, State of California, described as a 2764 square foot building at 209 6th Street, Marysville, CA 95901, upon the following terms and conditions:

This Lease Agreement, dated May 1, 2016, for reference purposes only, ("Lease") is made by and between, the Scott Children, herein referred to as ("Lessor"), and Yuba County herein referred to as ("Lessee"). The Lease is subject to the terms, covenants and conditions set forth in it, and Lessor and Lessee covenant, as a material part of the consideration for the Lease, to keep and perform each and all of these terms and conditions required.

1. **TERM:** The term shall commence on July 1, 2016, and expire on June 30, 2021.
2. **RENT:** The monthly rent will be payable in advance on the 1st day of each calendar month and is delinquent on the 5th day. All rents will be paid to Lessor or his/her authorized agent, at the following address and payable to: Trident Property Management, 1110 Civic Center Blvd, Suite 102, Yuba City CA 95993 or at such other places as may be designated by Lessor from time to time. In the event rent is not paid within 5 days after due date, Lessee agrees to pay a late charge of \$50.00 plus interest at 20% per annum on the delinquent amount. Lessee further agrees to pay \$25.00 for each dishonored bank check. The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due. Monthly Rent shall be \$2,487.60.
3. **USE:** The premises are to be used for the operation of the Yuba County Probation Department, and for no other purpose, without prior written consent of Lessor. Lessee will not commit any waste upon the premises or any nuisance or act which may disturb the quiet enjoyment of any lessee in the building.
4. **USES PROHIBITED:** Lessee will not use any portion of the premises for purpose other than those specified. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.
5. **ASSIGNMENT AND SUBLETTING:** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease.
6. **ORDINANCES AND STATUTES:** Lessee will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises will, at the option of the Lessor, be deemed a breach of this Lease.
7. **MAINTENANCE, REPAIRS, ALTERATIONS:** Unless otherwise indicated, Lessee acknowledges that the premise is in good order and repair. Lessee shall, at his/her own expense, maintain the premises in a good and safe condition, including plate glass, electrical wiring, electrical fixtures, cabinets, built-ins, flooring, walls, plumbing, plumbing fixtures, and heating and air conditioning, and any other system or equipment. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear accepted. Lessee will be responsible for all repairs required, except structural foundations, which will be maintained by Lessor. Lessee will also maintain in good condition property adjacent to the premises, such as landscaping and driveways. Lessee shall be responsible for payment of property taxes and insurance for the premises. No improvement or alteration of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least two weeks notice in order that Lessor may post appropriate notices to avoid liability for liens.
8. **ENTRY AND INSPECTION:** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time within sixty (60) days prior to the expiration of this Lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.
9. **INDEMNIFICATION OF LESSOR:** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.
10. **CONDITION:** Lessor shall deliver that Portion of the Premises contained within the Building to Lessee in broom clean and free of debris on the Commencement Date. Lessor warrants that the existing, electrical, plumbing, fire sprinkler, lighting, heating, ventilation and air conditioning systems, load doors shall be in good operating condition.
11. **POSSESSION:** If Lessor is unable to deliver possession of the premises at the commencement date set forth above, Lessor will not be liable for any damage caused by the delay, nor will this Lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within 90 days of the commencement term in Item 1 or unless other date agreed upon. In the event that Lessor permits Lessee to occupy the Premises prior to the Commencement Date, such occupancy shall be subject to all the provisions of the Lease.
12. **LESSEE'S INSURANCE:** Lessee, at his/her expense, will maintain plate glass, load doors, interior walls, floors, public liability, and property damage insurance insuring Lessee and Lessor with minimum coverage as follows: \$1,000,000 per occurrence, and \$2,000,000 aggregate. Lessee will provide Lessor or his/her authorized agent with a Certificate of Insurance and Additional Insured Endorsement showing Lessor as additional insured. The policy will require 30 day's written notice to Lessor prior to cancellation or material change of coverage. See Exhibit B for specific requirements.
13. **VEHICLE PARKING:** Lessee shall be entitled to use the unreserved parking spaces in the Common Area designated from time to time by Lessor. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobile or pick-up truck, herein called "Permitted Size Vehicles." Lessee from time to time may use the loading door area for shipping and receiving only. Any vehicle that is controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contactors, invitees to be loaded or unloaded in front of the load door shall have up to 30 minutes per day for such activity. No vehicle in front of the load door be allowed to park or unattended for any period of time.
14. **LESSOR'S INSURANCE:** Lessor will maintain hazard insurance covering one hundred percent (100%) actual cash value of the improvements throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.
15. **SUBROGATION:** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation which might otherwise exist.
16. **UTILITIES:** Lessee agrees prior to occupancy that he/she will be responsible for obtaining and payment of utilities, including natural gas, electricity, water/sewer, cable and phone services and rubbish removal delivered to the premises.
17. **SIGNS:** Lessee will not place, maintain, nor permit any sign or awning on any exterior door, wall, or window of the premises without the express written consent of Lessor, which will not be unreasonably withheld. All Scott Physical Therapy signage may be removed by lessee.
18. **ABANDONMENT OF PREMISES:** Lessee will not vacate or abandon the premises at any time during the term of this Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.

19. **CONDEMNATION:** If any part of the premises is condemned for public use, and a part remains which is susceptible for public use, the Lessor will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his/her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him/her for his/her fixtures or moving expenses.
20. **TRADE FIXTURES:** Any and all improvements made to the premises during the term will belong to the Lessor except trade fixtures of the Lessee. Lessee may, upon termination, remove all his/her trade fixtures, but will pay for all cost necessary to repair any damage to the premises occasioned by the removal. Should Lessor so choose, Lessee shall remove all Lessee-placed improvements to the premises before vacating.
21. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term, from any cause, Lessor will promptly repair the premises, provided that such repairs can be reasonably made within sixty (60) days. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made within sixty (60) days, this Lease may be terminated at the option of either party by giving written notice to the other party within the sixty (60) day period.
22. **HAZARDOUS MATERIALS:** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. Hazardous substances mean any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by Lessee's use of the premises.
Lessee(s) Initials: _____
23. **INSOLVENCY:** The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.
24. **DEFAULT:** In the event of any breach of this Lease by Lessee, Lessor may, at his/her option, terminate the Lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate for all the detriment proximately caused by the Lessee's failure to perform his/her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom. Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease. These provisions will not limit any other rights or remedies which Lessor may have.
25. **SECURITY:** The security deposit will secure the performance of the Lessee's obligations. Lessor may, but will not be obligated to, apply all or portions of the deposit on account of Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent. Lessee(s) Initials: _____
26. **DEPOSIT REFUNDS:** The balance of all deposits will be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Lessor or his/her authorized agent, together with a statement showing any charges made against the deposits by Lessor.
27. **ATTORNEY FEES:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to reasonable attorney fees.
28. **WAIVER:** No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.
29. **NOTICES:** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective five days after mailing, or on personal delivery, or when receipt is acknowledged in writing.
30. **HOLDING OVER:** Any holding over after the expiration of this Lease, with the consent of Owner, will be a month-to-month tenancy at a monthly rent of \$3,500.00 payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party terminates the tenancy by giving the other party thirty (30) days written notice.
31. **TIME:** Time is of the essence of this Lease.
32. **HEIRS, ASSIGNS, SUCCESSORS:** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.
33. **TAX INCREASE:** In the event there is any increase during any year of the term of this Lease in real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this Lease commences, Lessee will pay to Lessor an amount equal to 100% of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the Lease, the obligation of Lessee will be prorated. Lessee will not be responsible for any tax increase occasioned solely by a sale or transfer of the premises by Lessor.
34. **COST OF LIVING INCREASE:** Effective July 1st of each year, a new annual rent shall be determined based upon the following adjustment: For the purpose of this adjustment, the basic index to be used for adjusting the rent shall be the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers U.S. City Average published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), for the month of or nearest April 1st of each year. Effective each July 1st, the annual rent shall be increased by the then current basic index (CPI) as defined by the BLS. The increase shall be no more than 5 percent and no less than 2 percent. If the foregoing index is no longer available, then a comparable economic indicator shall be used to determine the annual rent adjustment.
35. **OPTION TO RENEW:** Provided that Lessee is not in default in the performance of this Lease, Lessee will have the option to renew the Lease for a term of five years commencing upon Lessee providing Lessor or its agent a 90 day written notice to exercise this option. All of the terms and conditions of the Lease will apply during the renewal term. If Lessor or its agent does not receive written notice from Lessee within the 90 day period, Lessee's Option to Renew shall become null and void.
36. **AMERICANS WITH DISABILITIES ACT:** The parties are alerted to the existence of the Americans With Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act. The premises have not been inspected by a CASp inspector.
37. **LESSOR'S LIABILITY:** In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.
38. **REAL ESTATE BROKERS:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction. Trident Property Management represents the Lessor exclusively (Lessor's Broker). Upon the execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers for the brokerage services rendered by the Brokers by separate written agreement. NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the owner and broker.

39. ESTOPPEL CERTIFICATE:

- (a) On ten (10) days' prior written notice from Lessor, Lessee will execute, acknowledge, and deliver to [redacted] (235-0616) Admin... - 5 of 8 that this lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification, the amount of any security deposit, and the date to which the rent is so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent is so modified, is in full force and effect, if any; and [2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.
- (b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease or will be conclusive upon Lessee: [1] that this Lease is in full force and effect, without modification except as may be represented by Lessor; [2] that there are no uncured defaults in Lessor's performance; and [3] that not more than one month's rent has been paid in advance.
- (c) If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

40. Other Terms and Conditions:

- (a) Commencement date shall be July 1, 2016. Lessee shall have early occupancy from the execution date of the Lease providing Lessee or its agent provides a Certificate of Liability Insurance to Lessor and rubbish removal and PG&E are converted over into Lessee's name.
- (b) Lessor will remove physical therapy pool at Lessor's expense.
- (c) Lessee may construct walls to create more individual offices, etc., with Lessor's approval of final plans.

41. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. The following exhibits are a part of this lease: Exhibit A Rules and Regulations; Exhibit B Insurance Requirements for Lessee.

The undersigned Lessee acknowledges that he/she has thoroughly read and approved each of the provisions contained in this Offer, and agrees to the terms and conditions specified.

Lessee: _____ Date: _____ Lessee _____ Date _____

Receipt for deposit acknowledged by: _____

ACCEPTANCE

The undersigned Lessor accepts the foregoing Offer and agrees to lease the premises on the terms and conditions set forth above.

Lessor _____ Date _____

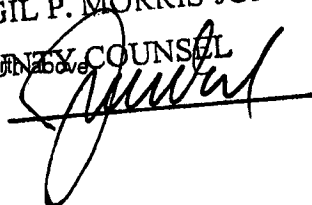
APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY: 

EXHIBIT A

Rules and Regulations

This Exhibit A shall hereby be attached and made a part of this lease dated May 1, 2016, by and between Scott Children as Lessor, hereinafter referred as ("Lessor") and Yuba County Probation, hereinafter referred as ("Lessee").

These general rules and regulations are adopted to maintain and enhance the safety and appearance of the Property for all Lessees. From time to time Lessor, at its discretion, may amend these rules and regulations for the purposes for which they were adopted. Lessee agrees to comply with these rules and regulations as they may be amended. Exceptions or waivers must be authorized by Lessor in writing. "Property" means the building or complex in which the leased premises are located, inclusive of any Common Area, drives, parking areas, and walks.

- A. Goods, merchandise, equipment, or any personal property may not be stored on the Property, except for inventory within the interior of the leased premises necessary for Lessee's normal business operations.
- B. Food is not permitted on the Property except for a small amount of food for Lessee's personal consumption.
- C. Other than those provided by Lessor or specifically authorized by Lessor, no vending machines are permitted on Property.
- D. The Property may not be used for lodging or sleeping quarters in any manner.
- E. No animals may be brought or kept on the Property, except for service animals.
- F. No obstruction or interference that impedes use of the common areas, walks, drives, loading areas, parking areas, corridors, hallways, vestibules, and stairs is permitted on Property.
- G. Persons parking on the Property must comply with all posted signs and directions regulating the parking areas. The parking facilities associated with the Premises shall be under the sole and exclusive control of Lessor. Lessee shall have the right to use these parking facilities subject to the reasonable rules and regulations promulgated from time to time by Lessor. At no time shall Lessee park/store/leave any vehicles, trailers, waste, garbage, or materials or merchandise of any kind outside the Premises or in the common area. Parking vehicles, other than lessee company vehicles, overnight is prohibited.
- H. No flammable, toxic, noxious, or hazardous materials may be kept on the Property except for over the counter cleaning materials kept in enclosed storage closets or cabinets. Lessee shall not cause or permit any unusual or objectionable odors to be produced or permeate from its premises.
- I. Lessees moving in or out of the Property must use only the service entrances and service elevators during the move. All moves must be made at times that do not cause inconvenience in the normal use of the Property.

J. Deliveries and shipping of goods and merchandise in or out of the Property must be made only through loading docks, or other designated shipping and receiving areas. Shipments and deliveries must be made at times that do not disturb the Property. (235-0616) Admin... - 6 of 8

K. Exterior of (leased) Premises must be kept clean and free of debris. Trash must be deposited into appropriate receptacles. Lessee shall not, under any circumstances, use the receptacles of the Property for trash brought from beyond the Property boundaries.

L. Repair requests must be submitted to Lessor in writing in compliance with the lease.

M. No modification to the Property and (leased) Premises, interior or exterior, may be made unless authorized by Lessor, in writing, or permitted by lease. Lessee may install fencing around an exterior area with landlord's approval on placement.

N. No illegal or offensive activity is permitted on the Property nor is any activity that constitutes a nuisance or interferes with the rights of other lessees. Lessor or its agents or representatives reserve the right to exclude or expel from the Property any person, who, in the judgment of Lessor, is intoxicated or under the influence of liquor or drugs or who shall in any manner act in violation of the rules and regulations of the Property.

O. In the event any utility service is not separately metered to the Premises, Lessee shall pay his pro-rata share of the cost of such service; provided, however, that if Lessor determines, in its sole discretion, that Lessee is using a disproportionate amount of the common-metered service, Lessor may periodically charge Lessee, as additional rent a sum equal to Lessor's reasonable estimate of the cost of Lessee's excess use of the service, or install a separate meter at Lessee's expense, to monitor the utility service to the Premises.

P. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on to any part of the outside or inside any building in the Property without the written consent of the Lessor first had and obtained, and Lessor shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Lessee. All signs or lettering on doors and windows must be approved by Lessor and any government authority having jurisdiction and shall be printed, painted, affixed or inscribed at the expense of Lessee by a person approved by Lessor. All Scott Physical Therapy signage may be removed by Lessee.

Q. Except as permitted by Lessor, and except for normal office decorating, Lessee shall not mark upon, paint signs upon, cut, drill into, drive nails or screws into, or in any way deface the walls, ceilings, partitions, or floors of the Premises or of any building in the Property, and any defacement, damage or injury caused by lessee, lessee's agents or employees, shall be paid by Lessee. No boring or cutting of wires shall be permitted except for wiring through a wall for specialized Lessee interview room recording program.

R. Lessor/Property Management's employees shall not perform any work for lessee or do anything outside of their regular duties, unless under special instruction from the management of the Property.

S. Lessee agrees not to operate any machinery in the Premises which may cause vibration or damage to the Premises; not to use a loudspeaker which can be heard outside the Premises, or to extend curb service to customers.

T. If Lessee desires telegraphic, telephonic, or other electronic connections, Lessor or Lessor's agents will direct the electricians/technicians as to where and how the wires may be introduced and without such directions, no boring or cutting for wires will be permitted. Any such installation and connection shall be made at Lessee's expense.

U. Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements imposed by governmental or quasi-governmental authorities in connection with fire and public safety and fire prevention and shall not commit any act or permit any object to be in a change of the rating of the Premises, building or Property.

V. Lessee shall use the Common Areas only as a means of ingress and egress, and Lessee shall permit no loitering by any persons upon Common Areas or elsewhere within the Buildings or Property. The Common Area and roof of the Buildings and Property are not for the use of the general public, and Lessor shall, in all cases, retain the right to control or prevent access thereto by all persons whose presence in the judgment of Lessor shall be prejudicial to the safety, character, reputation or interest of the Property and its lessees.

W. Lessee shall not use the washrooms, restrooms and plumbing fixtures of the Premises, Buildings or Property, and appurtenances thereto, for any other purpose than the purposes for which they were constructed, and lessee shall not deposit any sweepings, rubbish, rags, or other improperly substances therein. Lessee shall not waste water by interfering or tampering with the faucets or otherwise.

X. Lessee agrees that Lessor may reasonably amend, modify, delete, or add new additional rules and regulations to the use and care of the Premises, Buildings and Property, provided such changes do not unreasonably interfere with Lessee's use of the Premises for its intended purposes. Lessee agrees to comply with all such rules and regulations upon notice to Lessee from Lessor thereof. In the event of any breach of any rules and regulations herein set forth or any reasonable amendments, modifications or additions thereto, Lessor shall have all the remedies in this Lease provided for in the event of default by Lessee.

By Lessee: _____

Acknowledgment of Receipt: _____

EXHIBIT B**INSURANCE REQUIREMENTS FOR LESSEES**

Note: Please provide these requirements to your insurance agent(s) as soon as possible. Your insurance agent(s) and/or companies will be required to issue endorsements and documentation which will require their review.

Lessee shall procure and maintain during 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG00 01) or its acceptable equivalent.
2. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance (for Lessee with employees)
3. Property insurance against all risks of loss to any tenant improvements or betterments. (If applicable)
4. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

Minimum Limits of Insurance

- | | |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. General Liability: \$1,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
If this box is checked, the general aggregate limit shall apply separately to this project/location and the appropriate endorsement shall be required. |
| 2. Employer's Liability: \$1,000,000 | per accident for bodily injury or disease. |
| 3. Property Insurance: | Full replacement cost with no coinsurance penalty provision. (If applicable as pertains to Lessee's improvements and betterments.) |
| 4. Automobile Liability: \$1,000,000. | per accident for bodily injury and property damage. |

- as regards property coverage, lessor will be listed as loss payee on leased property per agreement w/ lessor and County

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Lessor. At the option of the Lessor, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Lessor, its officer, employees, volunteers and agents; or the Lessee shall provide a financial guaranty satisfactory to the Lessor guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

All insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Lessor, its officers, employees, volunteers and agents are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of the premises leased to the Lessee.

2. The Lessee's insurance coverage shall be primary insurance as respects the Lessor, its officers, employees, volunteers and agents. Any insurance or self-insurance maintained by the Lessor, its officers, employees, volunteers or agents shall be in excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled without (30) thirty days' written notice to the Lessee.
4. The Lessee and their insurance carriers shall agree to waive any subrogation which any insurer of Lessee may acquire from Lessee by virtue of the payment of any loss. Lessee agrees to obtain any endorsement that is necessary to effect this waiver of subrogation.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII unless otherwise acceptable by Lessor. Any insurance carrier utilized by Lessee shall be admitted to conduct business within the State of California unless approved by Lessor. Insurance coverage or its equivalent via any self-insurance program shall be acceptable to the Lessor.

Verification of Coverage

Lessee shall furnish the Lessor with original certificates and amendatory endorsements effecting coverage required by this agreement. The endorsements shall be on forms acceptable to the Lessor and shall conform to the requirements listed. All certificates and endorsements are to be received and approved by the Lessor before occupancy and/or use of the premises commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The Lessor reserves the right to require complete, certified copies of all insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Identification of Certificate Holder and Additional Insured:

Please identify the certificate holders and additional insureds as follows:

Brinton Scott, Shean Scott, Katherine Scott, Margaret Scott David, Ross C. Scott and Lee Ann Norbury as their interests may appear
C/O Trident Property Management
1110 Civic Center Blvd. – Suite 102
Yuba City, CA 95993

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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

915 8th Street, Suite 123

Marysville, California 95901

www.co.yuba.ca.us



BUILDING
749-5440 • Fax 749-5816

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

June 14, 2016

To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director

Subject: Ross Ranch Multi Family Affordable Housing Project

RECOMMENDATION:

Recommend that the Board of Supervisors adopt:

- The attached Budget Adjustment Request Form and authorize the use of \$654,645.59 from Fund 299 for the purpose of paying in full California Housing Finance Agency (CalHFA) Loan Number 1928.
- The attached resolution authorizing the Community Development and Services Agency Director to execute all documents associated with resolution of this issue including pay off the CalHFA loan, accepting from Mercy Housing an 8.7 acre parcel of land (APN 016-040-105), re-conveyance of the associated loans, and termination of any associated agreements with Mercy Housing.

BACKGROUND:

In 2006, during the peak of development activity, the County approved a tentative tract map and associated Development Agreement for a project located within the Plumas Lake Specific Plan, just to the north of Algodon Road, called Ross Ranch. The project is envisioned to have over 400 single family homes as well as an 8.7 acre multi-family site that can accommodate 150 dwelling units, however due to the abrupt change in the housing market following the project's approval no development of the project has occurred.

The multi-family site had been designated in the original Specific Plan due primarily to a push to have a portion of the Specific Plan contain affordable housing. As part of the processing of the Ross Ranch project, an agreement was reached between the Ross Ranch Developer, the County, and Mercy Housing to address the designated multi-family site and the pursuit of affordable housing. The agreement essentially was for the Ross Ranch Developer to sell the property to Mercy Housing at appraised value and have the County secure loans on behalf of Mercy Housing for the purchase of the property and then for Mercy Housing to repay those loans once Mercy's project was constructed. To pay the Ross Ranch Developer for the property, the County utilized two funding sources; Program Income Loan from the County's

Community Development Block Grant (CDBG) and a loan from CalHFA (236-0616) Commu... - 2 of 6
a 55 year term and the CalHFA loan has a 10 year term. Both loans accrue simple interest at a rate of 3% per year.

DISCUSSION:

Since entering into the agreement with Mercy Housing, the County has actively worked with Mercy to move forward with development of their project. This has included helping to secure grants for construction and working to address barriers associated with infrastructure to support the project. Infrastructure barriers relate primarily to the project's lack of any infrastructure (roads, sewer, water, etc.) that was originally contemplated to be available due to the planned development of Ross Ranch and the surrounding areas. Keep in mind that when the project was originally envisioned in 2005/2006 there was no question about if development would occur it was more a question of how fast can the necessary permits be obtained so that development can begin.

Approximately 10 years have elapsed since the project was created and for a variety of reasons it has not been completed by Mercy however the CalHFA loan obtained by the County for the project was due in full on May 23, 2016. County staff and Mercy Housing have been in contact with CalHFA in regards to the loan, specifically to inform them of the status of the project and to attempt to renegotiate the terms of the loan. The most CalHFA is willing to offer is that if 10% of the amount due was paid then CalHFA would allow adding 2 years to the term of the loan. This offer was discussed with Mercy, both about whether they will develop the project over the next 2 years and also their willingness to provide the 10% payment. Mercy concluded that the status of the project will more than likely not change over the next 2 years and that they were not in a financial position to pay the 10% payment. Staff worked with CalHFA to receive a 60 day time extension so that this item could be brought before the Board for consideration.

Due to Mercy's position, staff sees no other choice than allowing Article 4 of the agreement executed between Mercy and the County be triggered wherein Mercy transfers ownership of the property to the County in exchange for Mercy no longer having obligations related to the CalHFA loan or the CDBG loan. In addition, staff is recommending that the outstanding loan with CalHFA be paid in full by the County utilizing funds from the Building Trust Fund, Fund 299. After completion of the CalHFA loan payoff, acceptance of the property by the County and resolution of the agreement with Mercy, staff will be exploring options to address what to do with the property and presenting these options to the Board for consideration.

COMMITTEE ACTION:

Due to time constraints, this item is being presented to the full Board for consideration.

FISCAL IMPACT:

Fund 299 has adequate funds to absorb the loan payment and will not jeopardize operational funding. Holding costs for the property will be minimal, but will require annual weed abatement.

Attachments:

Budget Adjustment Request Form
Resolution

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

A RESOLUTION OF THE BOARD OF SUPERVISORS)	RESOLUTION NO. _____
AUTHORIZING THE COMMUNITY DEVELOPMENT)	
AND SERVICES AGENCY DIRECTOR TO EXECUTE)	
ALL DOCUMENTS ASSOCIATED WITH RESOLUTION)	
OF THE LOANS, AGREEMENTS AND ASSOCIATED)	
PROPERTY RELATED TO THE ROSS RANCH)	
AFFORDABLE HOUSING PROJECT)	

WHEREAS, in 2006, the Board of Supervisors approved a tentative tract map and development agreement for a project within the Plumas Lake Specific Plan to build single and multi-family homes called Ross Ranch; and

WHEREAS, the development of the multi-family homes in Ross Ranch were envisioned to be affordable housing and the County in partnership with an affordable housing developer, Mercy Housing California, purchased the multi-family home site (APN 016-040-105) from the Ross Ranch developer; and

WHEREAS, the purchase of APN 016-040-105 was paid for by the County and ownership of the parcel is with Mercy Housing California and the loan agreement between Mercy and the County is recorded on the property outlining Mercy's responsibilities associated with repayment of the amount expended by the County to purchase the parcel; and

WHEREAS, a loan was obtained by the County from the California Housing Finance Agency for a portion of the purchase price of the parcel, with a 10 year term and 3% simple interest annually that was due in full on May 23, 2016, however a 60 day extension was granted; and

WHEREAS, the County has been in discussions with both Mercy Housing California and the California Housing Finance Agency about both the terms of the loan as well as the near term feasibility of the project developing; and

WHEREAS, Mercy Housing California has indicated that they are not in the financial position to pay any portion of the loan amount due the California Housing Finance Agency, nor do they foresee

development of the project occurring in the foreseeable future.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba, based on the foregoing findings, does hereby resolve that the Community Development and Services Agency Director is hereby authorized to take actions and execute documents as necessary to pay off the California Housing Finance Agency loan with funds from Fund 299, transfer APN 016-040-105 to the ownership of the County, and resolve any outstanding agreements with Mercy Housing California associated with the Ross Ranch Affordable Housing Project.

PASSED AND ADOPTED this _____ day of _____, 2016, by the Board of Supervisors of the County of Yuba, by the following votes.

AYES:

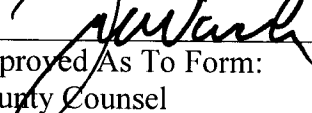
NOES:

ABSENT:

ABSTAIN:

By: _____
Chair, Yuba County Board of Supervisors

By: _____
ATTEST:
Clerk of the Board of Supervisors

By:  _____
Approved As To Form:
County Counsel

AUDITOR-CONTROLLER'S OFFICE
JOURNAL ENTRY REQUEST FORM

DATE: 6/14/2016

FROM DEPARTMENT: CDSA

APPROVED BY: Kevin Mallen, Community Development and Services Agency Director 

PREPARED BY/PHONE#: Vicki Worthley/5435

EXPLANATION FOR THE TRANSFER (ATTACH CORRESPONDING ORIGINAL DOCUMENTATION):

Transfer per BOS approval to pay off a loan associated with the Ross Ranch Affordable Housing Project, accept the property from Mercy Housing and terminate associated agreements

[illegible]

COUNTY OF YUBA

AUDITOR-CONTROLLER'S OFFICE
BUDGET ADJUSTMENT REQUEST FORM

FISCAL YEAR 2015-16

DEPARTMENT: CDSA

PREPARED BY/PHONE 5435 - VICKI WORTHLEY

[illegible]

EXPLANATION FOR BUDGET ADJUSTMENT:

PER BOS REQUEST AND RESOLUTION IN ORDER TO PAY OFF LOAN ASSOCIATED WITH THE ROSS RANCH AFFORDABLE HOUSING PROJECT, ACCEPT THE PROPERTY FROM MERCY HOUSING AND TERMINATE ASSOCIATED AGREEMENTS.

FUNDING SOURCE FOR INCREASES:

EXTERNAL	
INTERNAL	

MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING
MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)

BUDGET TRANSFER # _____
(assigned by ACO)

APPROVALS: Availability and appropriateness of budget amounts, balances, and accounts of the above has been verified and approved.

1) DEPARTMENT HEAD:

SIGNATURE OF AUTHORIZED OFFICIAL

DATE _____

3) AUDITOR-CONTROLLER:

SIGNATURE

DATE _____

2) COUNTY ADMINISTRATOR:

SIGNATURE

DATE _____

4) BOARD OF SUPERVISORS:

(if necessary)

SIGNATURE

DATE _____

*****AUDITOR USE ONLY BELOW THIS LINE*****

GENERAL LEDGER:

FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY:

SIGNATURE

DATE _____

The County of Yuba

Office of the County Administrator



Robert Bendorf, County Administrator

237-0616

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator
Jen Vasquez, Director – Health and Human Services Agency
RE: Homeless Efforts
DATE: June 14, 2016

RECOMMENDATION

It is recommended that the Board of Supervisors;

1. Receive a report on homeless efforts by Yuba County staff and stakeholders.
2. Receive information and provide direction on a regional approach for homeless efforts; working with Sutter County, Yuba City, Marysville, Live Oak and Wheatland.
3. Approve an emergency site action plan for temporary shelter and associated funding.

BACKGROUND

Yuba County has had a homeless population for decades. The County currently and primarily provides services to our homeless population through our social service divisions and Sutter Yuba Behavioral Health. However, numerous other departments also regularly interact with those identifying themselves as homeless.

Over the last few years, there has been a notable increase of homeless individuals in Yuba County. This is not unique to Yuba County and in fact is a trend throughout California and the United States. Reasons for homelessness range from lack of affordable housing, low income, a lack of employment, mental illness, physical disabilities and/or substance abuse issues.

In Yuba and Sutter counties, local governments, non-profits and others have put forward many efforts to benefit the homeless, yielding degrees of success in finding permanent or transitional housing along with connections with services, basic health essentials and food. Unfortunately, there are many that still remain homeless.

Several years ago, a bi-county Homeless Consortium was formed to benefit Yuba and Sutter counties. It is made up of several non-profits and local government representatives in the region. Their general mission is to coordinate services among agencies dedicated to providing for the homeless.

DISCUSSION

Encampments have formed and/or grown in size on numerous properties in Yuba County. Most of this population lives in tents, recreational vehicles, cars and other structures not suitable for human habitation. In addition, no sanitary facilities are located at any of the encampments; therefore, waste is being disposed of improperly, including in our scenic rivers. This of course presents clear public and environmental health hazards.

Primary Location of Homeless Population

There are three primary homeless encampments in Yuba County commonly referred to as "Thorntree", "Horseshoe", and "Hollywood." Each of the three properties are located in the river bottom areas of Yuba County with one to the north, one to the south and one to the east of the City of Marysville (refer to attachment "A"). Several other small encampments exist adjacent to the Simpson Lane Bridge and an area near Avondale Avenue in Linda. There are several other smaller encampments consisting of a few residents in different parts of the County; with some being on road easements and / or private property. It is estimated there are approximately one hundred fifty (150) men, women and children in these encampments.

Community Concerns

Public Health – Staff has cited numerous health concerns with encampments in the river bottoms as well as other locations.

- Increased risk of exposure to vector borne disease including West Nile virus
- Increased risk of parasite and fungal infections to children playing in contaminated soils
- Increased risk of animal exposure and bites from both companion and wild animal sources
- Lack of potable water and ability to dispose of gray wastewater appropriately
- Increased risk of food borne illness due to lack of ability to store food safely

- Increased risk of water borne illness due to using river water for cleaning and cooking.

Public Safety – Emergency medical and law enforcement response can be extremely difficult since emergency vehicles generally have to traverse rugged terrain in vehicles meant for standard terrain. Criminal activity related to drug use and assault is occurring. Also, high water events and seasonal fire conditions are problematic.

Environmental – Contamination of waterways and river banks by human waste and detritus including household hazardous waste and petroleum products.

Business & Residential Neighborhoods – Numerous theft, vandalism and loitering complaints have been received from residents in areas where encampments are in close proximity to businesses. These complaints have been voiced to the Board of Supervisors, Code Enforcement and the Sheriff's Department. In addition, employees from our Agriculture Commissioner's office have received complaints from farmers encountering individuals who are confrontational and refuse to leave their property.

Yuba County – A Plan of Action

Considering the complexity of homeless issues, staff felt it was important to identify both long and short term key strategic priorities. Unfortunately, it is very difficult to have strategy objectives listed in this manner; we therefore developed a basic core group of strategies and objectives that are consistent with our regional Yuba-Sutter efforts.

PRIORITY A. ENHANCE COORDINATION AMONG NON-PROFIT ORGANIZATIONS AND GOVERNMENT

Current and ongoing activities:

- Developed an Ad-Hoc Committee of the Board of Supervisors to work on homeless issues.
- Created an internal working group consisting of numerous department heads, managers and staff to coordinate efforts on behalf of the County.
- Continued participation in the Homeless Consortium.
- Developed a plan to have the Sheriff's Department and Health and Human Services staff work with homeless services providers and the homeless themselves in order to develop beneficial relationships with them. This would include, among other activities, linking them with

services.

- Created a working group consisting of CRLA representatives, City of Marysville Council members and staff and Yuba County Supervisors and staff to address concerns and review action plans.
- Hired a Homeless Project Manager to provide coordination between departments, our communities and with faith based and non-profit organizations.

PRIORITY B. PROVIDE SEAMLESS SERVICES THROUGH EFFECTIVE PARTNERSHIPS

Current and Ongoing Activities:

- Entered into a contract with Scott Thurmond, who is a subject matter expert on homeless issues and has assisted numerous municipalities in coordinating an effective response.
- Worked closely with Community Rural Legal Assistance (CRLA) through numerous meetings and the reviewing of plans.
- Met directly with the Salvation Army, Hands of Hope, Habitat for Humanity and the Rescue Mission on multiple occasions to assess areas where the County can provide assistance and a more coordinated response.
- Working with the City of Marysville to develop an action plan for their eviction served properties (primarily Horseshoe due to a wastewater construction project that will impact that particular area), including but not limited to:
 - Development of a temporary receiving center on 14th Street adjacent to the Rescue Mission that will provide shelter and services for those evicted from properties and voluntarily wish to seek services (see attachment "B" for more details).
 - Coordinating engagement meetings with homeless individuals in that area (already underway).
 - Providing for the temporary storage of personal property.

PRIORITY C. INCREASE THE AVAILABILITY OF STABLE AND SUSTAINABLE HOUSING

Current and Ongoing Activities:

- Coordinated a meeting with county staff and the Yuba-Sutter-Nevada Housing Authority to discuss housing options.
- Discussed a current affordable housing project led by Habitat for Humanity and are seeking grant funding opportunities.
- Researching potential housing development grant funding opportunities.

PRIORITY D. ENSURE THE AVAILABILITY OF BASIC NEEDS AND SERVICES

Current and Ongoing Activities:

- Developed an assessment team made up of HHS and Sutter-Yuba Behavioral Health employees along with the Sheriff's Department with the purpose of engaging with our homeless population to determine needs of individuals and/or families. As a result;
 - Data has been compiled from the following encampments; Simpson Lane, Hollywood and Horseshoe (completed). Numerous referrals have been made already and successful assistance for housing was provided to a family in the Horseshoe area.
 - Access cards that contain an identification photo have been developed and delivered to assist individuals and supporting agencies.
 - Responses to requested services are more focused due to the fact that we now have workable data.
- Health and Human Services Agency has applied for and received additional grant funding to assist families in acquiring permanent housing.
- Health and Human Services has revamped their General Assistance / Relief policies that assist the homeless population.
- Developed and implemented a telephone hotline for homeless individuals to call and receive assistance.

PRIORITY E. INVENTORY, EVALUATE AND CONSIDER IMPLEMENTATION OF ENFORCEMENT STRATEGIES UTILIZED BY JURISDICTIONS

Current and Ongoing Activities:

- Reviewed and toured numerous shelters in the Sacramento region, reviewed local ordinances of several jurisdictions and reviewed local procedures for unincorporated and incorporated municipalities.
- Conducted code enforcement nuisance abatements on two parcels of private property in the unincorporated area of Yuba County. These actions removed blight of over 90,000 pounds of debris and waste (some hazardous) from our river bottoms along the Yuba.
- Taking the lead for Yuba and Sutter counties in developing a regional action plan.
- Facilitated meetings with local City Managers and County Administrators to discuss the development of a regional plan to address homelessness.

- Attended and spoke at a Marysville City Council meeting to update them on our efforts.
- Attended and spoke at a Sutter County Board of Supervisors workshop to address homelessness.
- Attended numerous statewide and regional working groups to learn of best practices and their applicability in Yuba-Sutter

FISCAL IMPACT

It is estimated that the capital cost of preparing and outfitting the site on 14th Street adjacent to the Rescue Mission will be approximately \$100,000. This will be offset by private donations and relocation / code enforcement trust dollars of which there are adequate funds available for use.

ATTACHMENT "A"**HORSESHOE**

<i>Location:</i>	River bottoms, south and adjacent to the Yuba River, west of the E Street Bridge
<i>Property Description:</i>	Owned by the City of Marysville in the unincorporated area of Yuba County
<i>Population Estimate:</i>	69

HOLLYWOOD

<i>Location:</i>	River bottoms, west of the Yuba River and east of the City of Marysville, almost perpendicular to 5 th / 6 th Street in Marysville.
<i>Property Description:</i>	Owned by the City of Marysville in the unincorporated area of Yuba County
<i>Population Estimate:</i>	43

THORNTREE

<i>Location:</i>	River bottoms, east of the Feather River, and north of the City of Marysville
<i>Property Description:</i>	Owned by the City of Marysville in the unincorporated area of Yuba County
<i>Population Estimate:</i>	36

ATTACHMENT "B"

TEMPORARY EMERGENCY SHELTER

Purpose

To assist those that are homeless transition to permanent housing and receive assistance as necessary.

Location

County owned property consisting of approximately 1 acre on 14th Street, adjacent to the Twin Cities Rescue Mission (see attachment "C").

Local Government and Community Partners

Yuba County, Sutter Yuba Behavioral Health, Marysville, Salvation Army, Hands of Hope, Twin Cities Rescue Mission, Habitat for Humanity Recology

Estimated Length of Stay for Qualifying Individuals

Approximately 30 days (possibly extensions if individual meeting expectations)

Access to Services

Social Services (financial assistance, health insurance, employment), Mental Health, Substance Abuse Treatment, Veterans Assistance, Housing and Public Health Workshops

Type and Number of Shelters

15-20 "Mini" shelter units

Site Items to be Provided

Portable toilets, hand washing station, trash receptacle, dog run, fencing, property storage, meal options, temporary building for staff use.

Estimated Timeline to Open

July 1 - 15, 2016

ATTACHMENT "C"

HORSE SHOE EMERGENCY HOUSING 14th STREET



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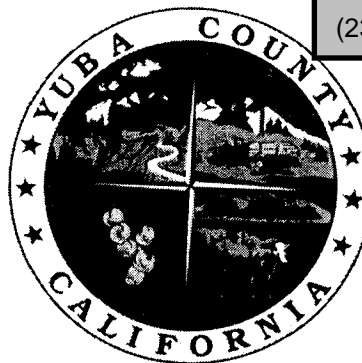
The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5434
915 8th Street, Suite 123
Marysville, California 91401

www.co.yuba.ca.us



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FINANCE AND ADMINISTRATION
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TO: BOARD OF SUPERVISORS

FROM: Michael G. Lee, Director of Public Works 

SUBJECT: Public Hearing to Consider New Assessments for CSA No. 8

DATE: June 14, 2016

Recommendation

That the Board hold a public hearing to consider a proposed change to assessments for County Service Area No. 8, and absent a majority protest, adopt a resolution establishing the assessments which would take effect on July 1, 2016.

Background

The Yuba County Local Agency Formation Commission approved formation of CSA No. 8 by Resolution No. 1977-26. The CSA No. 8 provides funding for public services including, but not limited to, maintenance of roadways and drainage. Current revenues of \$4,796 annually are insufficient to provide maintenance of the 2 miles of gravel roadways and drainage in CSA 8. The proposed assessments will increase the annual budget to \$11,025.

The proposed assessments are as shown in Table 1:

Table 1: Proposed Assessment		
Parcel Class:	Current Assessment (per parcel)	Proposed Assessment (per parcel)
Undeveloped Parcel:	\$44	\$175
Developed Parcel:	\$176	\$350

It is anticipated that the proposed assessments will help offset anticipated annual operating expenses for CSA No. 8.

Discussion

Under Proposition 218, a proposed adjustment to assessments requires a public hearing, and the change can only occur if approved by a majority vote of the property owners. One completed ballot may be submitted per parcel, filed by the owner of the parcel. Ballots are weighted in proportion to the amount of the financial obligation of the affected property. The proposed assessment may be imposed only if there is no majority protest opposing the proposed assessment.

Should the ballots support the proposed assessments, the new assessments would go into effect on July 1, 2016.

Fiscal Impact:

Should the proposed assessment be imposed, the revenues generated will support operational expenses associated with roadway maintenance for CSA No. 8. The engineers estimate to fully maintain the Districts roadways is \$34,000 annually. The proposed assessment increase still falls short of adequate funding levels, but will allow for a higher level of critical maintenance activities than what is currently provided for CSA 8.

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA ON BEHALF OF
COUNTY SERVICE AREA NO. 8**

RESOLUTION ADOPTING AN ASSESSMENT)
STRUCTURE FOR MAINTENANCE OF ROAD)
AND DRAINAGE STRUCTURES FOR)
RESIDENTS IN COUNTY SERVICE AREA NO. 8)

RESOLUTION NO:

WHEREAS, the County is currently responsible for certain operations of the County Service Area No. 8 relating to maintenance of roads and drainage; and

WHEREAS, a new assessment structure would help to offset anticipated operations and maintenance expenses associated with the provision of road and drainage maintenance services to the residents in County Service Area No. 8; and

WHEREAS, the new assessments are subject to adjustments based on increases or decreases in the Consumer Price Index; and

WHEREAS, notice has been provided to all property owners who currently own property within CSA No. 8 regarding the proposed assessment change; and

WHEREAS, the affected property owners support the proposed assessment change;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors on behalf of the County Service Area No. 8 adopts the following new assessment structure for the County Service Area:

- Undeveloped parcel assessment = \$175 per year per parcel
- Developed parcel assessment = \$350 per year per parcel

The new assessments for County Service Area No. 8 shall go into effect on July 1, 2016.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, this ____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

Donna Stottlemeyer, Clerk of the Board

APPROVED AS TO FORM:
ANGIL MORRIS-JONES
COUNTY COUNSEL



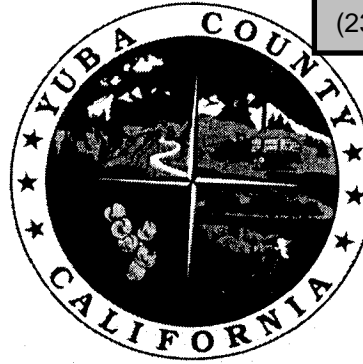
The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5434
915 8th Street, Suite 123
Marysville, California 91401

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749-5430 • Fax 749-5434

TO: BOARD OF SUPERVISORS

FROM: Michael G. Lee, Director of Public Works 

SUBJECT: Public Hearing to Consider New Assessments for CSA No. 18

DATE: June 14, 2016

Recommendation

That the Board hold a public hearing to consider a proposed change to assessments for County Service Area No. 18, and absent a majority protest, adopt a resolution establishing the assessments which would take effect on July 1, 2016.

Background

The Yuba County Local Agency Formation Commission approved formation of CSA No. 18 by Resolution No. 1979-16. The CSA No. 18 provides funding for public services including, but not limited to, maintenance of roadways and drainage. Current revenues of \$3,927 annually are insufficient to provide maintenance of the 2 miles of gravel and surfaced roadways in CSA 18. The proposed assessments will increase the annual budget to \$10,050.

The proposed assessments are as shown in Table 1:

Table 1: Proposed Assessment		
Parcel Class:	Current Assessment (per parcel)	Proposed Assessment (per parcel)
Undeveloped Parcel:	\$33	\$150
Developed Parcel:	\$132	\$300

It is anticipated that the proposed assessments will help offset anticipated annual operating expenses for CSA No. 18.

Discussion

Under Proposition 218, a proposed adjustment to assessments requires a public hearing, and the change can only occur if approved by a majority vote of the property owners. One completed ballot may be submitted per parcel, filed by the owner of the parcel. Ballots are weighted in proportion to the amount of the financial obligation of the affected property. The proposed assessment may be imposed only if there is no majority protest opposing the proposed assessment.

Should the ballots support the proposed assessments, the new assessments would go into effect on July 1, 2016.

Fiscal Impact:

Should the proposed assessment be imposed, the revenues generated will support operational expenses associated with roadway maintenance for CSA No. 18. The engineers estimate to fully maintain the Districts roadways is \$30,650 annually. The proposed assessment increase still falls short of adequate funding levels, but will allow for a higher level of critical maintenance activities than what is currently provided for CSA 18.

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA ON BEHALF OF
COUNTY SERVICE AREA NO. 18**

RESOLUTION ADOPTING AN ASSESSMENT)
STRUCTURE FOR MAINTENANCE OF ROAD)
AND DRAINAGE STRUCTURES FOR)
RESIDENTS IN COUNTY SERVICE AREA NO. 18)

RESOLUTION NO:

WHEREAS, the County is currently responsible for certain operations of the County Service Area No. 18 relating to maintenance of roads and drainage; and

WHEREAS, a new assessment structure would help to offset anticipated operations and maintenance expenses associated with the provision of road and drainage maintenance services to the residents in County Service Area No. 18; and

WHEREAS, the new assessments are subject to adjustments based on increases or decreases in the Consumer Price Index; and

WHEREAS, notice has been provided to all property owners who currently own property within CSA No. 18 regarding the proposed assessment change; and

WHEREAS, the affected property owners support the proposed assessment change;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors on behalf of the County Service Area No. 18 adopts the following new assessment structure for the County Service Area:

- Undeveloped parcel assessment = \$150 per year per parcel
- Developed parcel assessment = \$300 per year per parcel

The new assessments for County Service Area No. 18 shall go into effect on July 1, 2016.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, this ____ day of _____, 2016, by the following vote:

AYES:

NOES:

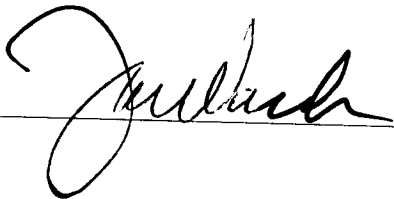
ABSENT:

Chairman, Board of Supervisors

ATTEST:

Donna Stottlemeyer, Clerk of the Board

APPROVED AS TO FORM:
ANGIL MORRIS-JONES
COUNTY COUNSEL



The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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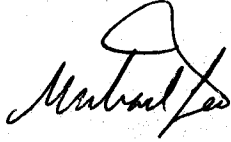
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FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: BOARD OF SUPERVISORS

FROM: Michael G. Lee, Director of Public Works 

SUBJECT: Public Hearing to Consider New Assessments for CSA No. 28

DATE: June 14, 2016

Recommendation

That the Board hold a public hearing to consider a proposed change to assessments for County Service Area No. 28, and absent a majority protest, adopt a resolution establishing the assessments which would take effect on July 1, 2016.

Background

The Yuba County Local Agency Formation Commission approved formation of CSA No. 28 by Resolution No. 1981-21. The CSA No. 28 provides funding for public services including, but not limited to, maintenance of roadways and drainage. Current revenues of \$600 annually are insufficient to provide maintenance of the 0.73 miles of surfaced roadways and drainage in CSA 28. The proposed assessments will increase the annual budget to \$4,000.

The proposed assessments are as shown in Table 1:

Table 1: Proposed Assessment		
Parcel Class:	Current Assessment (per parcel)	Proposed Assessment (per parcel)
Undeveloped Parcel:	\$20	\$250
Developed Parcel:	\$80	\$500

It is anticipated that the proposed assessments will help offset anticipated annual operating expenses for CSA No. 28.

Discussion

Under Proposition 218, a proposed adjustment to assessments requires a public hearing, and the change can only occur if approved by a majority vote of the property owners. One completed ballot may be submitted per parcel, filed by the owner of the parcel. Ballots are weighted in proportion to the amount of the financial obligation of the affected property. The proposed assessment may be imposed only if there is no majority protest opposing the proposed assessment.

Should the ballots support the proposed assessments, the new assessments would go into effect on July 1, 2016.

Fiscal Impact:

Should the proposed assessment be imposed, the revenues generated will support operational expenses associated with roadway maintenance for CSA No. 28. The engineers estimate to fully maintain the Districts roadways is \$4,000 annually. The proposed assessment will meet the current estimated funding to provide a higher level of maintenance on the roads in CSA 28.

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA ON BEHALF OF
COUNTY SERVICE AREA NO. 28**

RESOLUTION ADOPTING AN ASSESSMENT)
STRUCTURE FOR MAINTENANCE OF ROAD)
AND DRAINAGE STRUCTURES FOR)
RESIDENTS IN COUNTY SERVICE AREA NO. 28)

RESOLUTION NO:

WHEREAS, the County is currently responsible for certain operations of the County Service Area No. 28 relating to maintenance of roads and drainage; and

WHEREAS, a new assessment structure would help offset anticipated operations and maintenance expenses associated with the provision of road and drainage maintenance services to the residents in County Service Area No. 28; and

WHEREAS, the new assessments are subject to adjustments based on increases or decreases in the Consumer Price Index; and

WHEREAS, notice has been provided to all property owners who currently own property within CSA No. 28 regarding the proposed assessment change; and

WHEREAS, the affected property owners support the proposed assessment change;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors on behalf of the County Service Area No. 28 adopts the following new assessment structure for the County Service Area:

- Undeveloped parcel assessment = \$250 per year per parcel
- Developed parcel assessment = \$500 per year per parcel

The new assessments for County Service Area No. 28 shall go into effect on July 1, 2016.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yuba, this ____ day of _____, 2016, by the following vote:

AYES:

NOES:

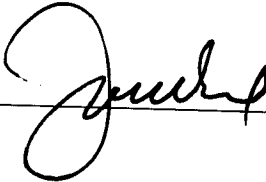
ABSENT:

Chairman, Board of Supervisors

ATTEST:

Donna Stottlemeyer, Clerk of the Board

APPROVED AS TO FORM:
ANGIL MORRIS-JONES
COUNTY COUNSEL





241-0616

RECEIVED

May 18, 2016

Clerk/Board of Supervisors

The Honorable Tom Vilsack, Secretary
U.S. Department of Agriculture
1400 Independence Avenue, S.W., Suite 200A
Washington, DC 20250

Dear Secretary Vilsack:

The California Governor's Office of Emergency Services (Cal OES) is requesting the U.S. Department of Agriculture designate Yuba County as a disaster area due to cold temperatures, high winds, and heavy rain that occurred March through May 7, 2016.

The poor weather conditions caused reduced pollination and heavy fruit drop. As a result, Yuba County growers sustained significant losses to approximately 81 percent of the cherry crop. These losses are impacting producers, farm-related businesses, and the overall economy. The County Agricultural Commissioner submitted a *California County Agricultural Commissioner Disaster Report*, which is enclosed for your review, and estimates current losses exceed \$1.5 Million.

If you have any questions or need additional information, please feel free to contact me directly at (916) 845-8506, or your staff may contact Ms. Karma Hackney, Individual Assistance Officer, at (916) 845-8141.

Sincerely,

MARK S. GHILARDUCCI
Director

Enclosure

c: Yuba County Board of Supervisors
Yuba County Office of Emergency Services
Yuba County Agricultural Commissioner
Karma Hackney, Individual Assistance Officer

CALIFORNIA COUNTY AGRICULTURAL COMMISSIONER DISASTER REPORT

[illegible]

13. Total Farms In County:**Number**

(Use most recent U.S. Farm Census number.)

795**14. Farms with Production Losses of:****Number**

100%

0

90 to 99%

1

80 to 89%

5

70 to 79%

2

60 to 69%

1

50 to 59%

1

40 to 49%

0

30 to 39%

20 to 29%

Less than 20%

15. Livestock and Poultry Losses of:**Number
Destroyed/Damaged****3-Year Avg. Price (From
Annual Crop Report)****Dollar Loss**

Cattle (Excluding milk cows)

Milk Cows

Milk Production

Sheep

Hogs

Poultry

Aquaculture

Aplary

Other

16. Farms with Physical Losses of:**Number**

Major

Minor

17. Farm Facilities Damaged:**Number****Dollar Loss****Destroyed****Major****Minor**

Dwellings & Service Buildings

Structures

Machinery & Equipment

Land Damages (Acres)

Other

Remarks. Very high winds, cold temperature, and heavy rain weather conditions during bloom period. Resulting in poor pollination and leading to fruit drop and split fruit.

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
Huntington Beach
Russell Burns, Member
Napa
Peter Silva, Member
Chula Vista

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

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(916) 653-4899
www.fgc.ca.gov

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Clerk/Board of Supervisors

May 20, 2016

This is to provide you with a copy of the notice of proposed regulatory action relative to Amending sections 1.53 and 27.00; and subsection 28.65(a), Title 14, California Code of Regulations, relating to definitions for tidal waters and finfish gear restrictions in San Francisco and San Pablo bays, which are published in the California Regulatory Notice Register on May 20, 2016.

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

Additional information and all associated documents may be found on the Fish and Game Commission website at <http://www.fgc.ca.gov/regulations/2016/index.aspx>.

Captain Patrick Foy, Law Enforcement Division, Department of Fish and Wildlife, phone (916) 651-6692, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Jon D. Snellstrom
Associate Governmental Program Analyst

Attachment

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

(242-0616) Three... - 2 of 7

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200, 202, 205, 215, 220, and 240 of the Fish and Game Code and to implement, interpret or make specific Sections 200, 202, 205, 206, 215, 220, 240 and 8585.5 of said Code, proposes to Amend Sections 1.53 and 27.00; and subsection (a) of Section 28.65, Title 14, California Code of Regulations (CCR), relating to definitions for tidal waters and finfish gear restrictions in San Francisco and San Pablo bays.

Informative Digest/Policy Statement Overview

Current laws provide for definitions of inland waters for the San Francisco Bay and San Pablo bays, as well as the Ocean and San Francisco Bay District. Current laws also define restrictions for the use of hooks and lines in certain waters. There are three sections dealing with the Ocean and San Francisco Bay District which describe regulations in different manners causing confusion for anglers and making enforcement of the regulations more difficult.

Summary of Proposed Amendments

The Commission proposes to amend Title 14 sections 1.53, 27.00, and 28.65 (a) to clarify the meaning of "inland waters" and the "Ocean and San Francisco Bay District" in order to facilitate compliance and enforcement of the gear restrictions and seasons that apply in those waters. In Section 27.00, the proposed changes would include addition of physical landmarks on the Napa River, Sonoma Creek, and the Petaluma River to delineate between "inland waters" and "San Francisco Bay" on those waterways. For Section 28.65 (a), there would be an added reference to the San Francisco Bay definition under Section 27.00. These changes will provide greater consistency among the sections, reduce the potential for confusion, and improve clarity.

By reverting back to language similar to pre-December 2015, for sections 1.53 and 27.00, adding boundaries for specific waterways to Section 27.00, adding a needed clarification to Section 28.65 (a), and making other minor language corrections to all sections, the proposed amendments effectively alleviate the concerns outlined in the original regulation change proposal while avoiding the unintended enforcement challenges from the current regulation.

Benefits of the Regulations

The proposed regulations clarify the boundaries between inland waters and the waters of San Francisco Bay, making it easier for anglers to understand which regulations apply to the waters being fished. The proposed amendments will also make it easier for wildlife officers to enforce angling regulations in and adjacent to San Francisco Bay.

Consistency and Compatibility with Existing Regulations

The proposed regulations are neither inconsistent nor incompatible with existing State

regulations. The Legislature has delegated authority to the Commission to adopt sport fishing regulations (Fish and Game Code, sections 200, 202 and 205). The Commission has conducted a search of Title 14, CCR and determined that the proposed regulations are consistent with general sport fishing regulations in Chapters 1 and 4 of Subdivision 1 of Division 1, Title 14, CCR.

Consistency with State and Federal Regulations

The proposed regulations are neither inconsistent nor incompatible with existing State and Federal regulations. The Legislature has delegated authority to the Commission to adopt sport fishing regulations (Fish and Game Code, sections 200, 202 and 205). The Commission has conducted a search of Title 14, CCR and determined that the proposed regulations are consistent with general sport fishing regulations in Chapters 1 and 4 of Subdivision 1 of Division 1, Title 14, CCR.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at Bakersfield Elks Lodge #266, 1616 30th St., Bakersfield, CA 93301, on Thursday, June 23, 2016, at 8:30 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Lake Natoma Inn Hotel and Conference Center, 702 Gold Lake Drive, Folsom, CA 95405, California, on Thursday, August 25, 2016, at 8:30 a.m., or as soon thereafter as the matter may be heard. Written comments may be submitted at the address given below or by e-mail to FGC@fgc.ca.gov. Written comments mailed or e-mailed to the Commission office, must be received before 12:00 noon on August 11, 2016. All comments must be received no later than August 25, 2016, at the hearing location listed above. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Mike Yaun, Acting Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Mike Yaun or Jon Snellstrom at the preceding address or phone number. **Captain Patrick Foy, Law Enforcement Division, Department of Fish and Wildlife, phone (916) 651-6692, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, the regulatory language, the notice and other rulemaking documents may be obtained either from the address above or from our website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of

Federal regulation adoption, timing of resource data collection, timeli (242-0616) Three... - 4 of 7
etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

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

Impact of Regulatory Action/Results of the Economic Impact Analysis

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

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

The proposed action will not have a significant statewide adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states.

There are no businesses that are expected to be impacted by the proposed regulatory changes to clarify definition of boundaries of "Inland Waters" in relation to San Francisco and San Pablo bays.

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

The Commission does not anticipate any significant impacts on the creation or elimination of jobs, the creation of new business, the elimination of existing businesses or the expansion of businesses in California because the proposed definition changes will not affect angling effort.

The Commission anticipates benefits to the health and welfare of California residents. Participation in sport fishing opportunities fosters conservation through education and appreciation of California's wildlife.

The Commission does not anticipate any benefits to worker safety because the proposed changes do not address worker safety.

The Commission anticipates benefits to the environment by the sustainable

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

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

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

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

(f) Programs Mandated on Local Agencies or School Districts: None.

(g) Costs Imposed on Any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.

(h) Effect on Housing Costs: None.

Effect on Small Business

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

Consideration of Alternatives

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

FISH AND GAME COMMISSION

Dated: May 10, 2016

Mike Yaun
Acting Executive Director

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
Huntington Beach
Russell E. Burns, Member
Napa
Peter S. Silva, Member
Chula Vista

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

(242-0616) Three... - 6 of 7

1410 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
www.fgc.ca.gov

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MAY 31 2016

Clerk/Board of Supervisors

CALIFORNIA FISH AND GAME COMMISSION NOTICE OF FINAL CONSIDERATION OF PETITION

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Fish and Game Code Section 2078, the California Fish and Game Commission (Commission), at its April 14, 2016, meeting in Santa Rosa, California, continued the hearing on potential listing of northern spotted owl (*Strix occidentalis caurina*) as a threatened or endangered species. The hearing is to be held at the Bakersfield Elks Lodge #266, 1616 30th Street, Bakersfield, California, on June 22-23, 2016, at 8 a.m., or as soon thereafter as the matter may be heard.

Pursuant to the provisions of Fish and Game Code Sections 2075 and 2075.5, the Commission will consider the petition and all other information in the record before the Commission to determine whether listing the northern spotted owl as a threatened or endangered species is warranted.

The Petition, the Department evaluation report and the other information in the record before the Commission are posted on the Fish and Game Commission website at <http://www.fgc.ca.gov/regulations/2012/index.aspx#nso>

Fish and Game Commission

May 23, 2016

Valerie Termini
Executive Director

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
Huntington Beach
Russell E. Burns, Member
Napa
Peter S. Silva, Member
Chula Vista

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

(242-0616) Three... - 7 of 7

1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
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Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

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MAY 21 2016

Clerk/Board of Supervisors

Notice of Location of Adoption Hearing for

Amend Subsections (b) and (g) of Section 29.80, Amend Subsections (a) and (c) and Add Subsection (f) of Section 29.90, Amend Sections 121, 121.5, 122, and 705, Add Article 5, Sections 54.00, 54.01, 54.02, and 54.03,

And Add Sections 122.1, and 122.2, Title 14, California Code of Regulations

Re: California Spiny Lobster Fishery Management Plan Implementing Regulations

(OAL Notice Number Z-2016-0328-02)

On April 8, 2016, the Fish and Game Commission (Commission) provided notice of its intent to amend regulations concerning the California Spiny Lobster Fishery Management Plan Implementing Regulations. The notice was published in the April 8, 2016, edition of the California Regulatory Notice Register (Register 2016, No. 15-Z). At the time the notice was published, the location for the adoption hearing was not yet determined.

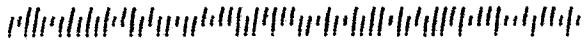
The Commission will consider adoption of the proposed regulations at a public hearing to be held at the **Bakersfield Elks Lodge #266, 1616 30th Street, Bakersfield, California, on Wednesday, June 22, 2016, at 8:00 a.m.**, or as soon thereafter as the matter may be heard. Any person interested may present statements, orally or in writing, relevant to this action at the hearing.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Valerie Termini, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents, inquiries concerning the regulatory process, or inquiries concerning the adoption hearing to Sheri Tiemann at the preceding address or phone number. The original notice, Initial Statement of Reasons, and proposed regulatory language, are posted on the Commission's website at <http://www.fgc.ca.gov>.

FISH AND GAME COMMISSION

Dated: May 23, 2016

Valerie Termini
Acting Executive Director



1000 26258106

U.S. POSTAGE PITNEY BOWES



(243-0616) Notic... - 1 of 2

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**FEDERAL ENERGY
REGULATORY COMMISSION**
888 First Street NE
Washington, DC 20426

243-0616

RECEIVED

MAY 26 2016

Clerk/Board of Supervisors

Docket No.: P-2997

YUBA, COUNTY OF
BOARD OF SUPERVISORS
215 5th St
Marysville, CA 95901-5737

UTF

Project No. 2997-031

3

p. Register online at <http://www.ferc.gov/docs-filing/esubscription.asp> to be notified via e-mail of new filing and issuances related to this or other pending projects. For assistance, contact FERC Online Support.

Kimberly D. Bose,
Secretary.

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

South Sutter Water District Project No. 2997-031

NOTICE OF INTENT TO FILE LICENSE APPLICATION, FILING OF PRE-APPLICATION DOCUMENT, APPROVING USE OF THE TRADITIONAL LICENSING PROCESS

(May 13, 2016)

- a. Type of Filing: Notice of Intent to File License Application and Request to Use the Traditional Licensing Process.
- b. Project No.: 2997-031
- c. Date Filed: March 14, 2016
- d. Submitted By: South Sutter Water District
- e. Name of Project: Camp Far West Hydroelectric Project
- f. Location: On the Bear River, in Yuba, Nevada, and Placer Counties, California. No federal lands are occupied by the project works or located within the project boundary.
- g. Filed Pursuant to: 18 CFR §5.3 of the Commission's regulations
- h. Potential Applicant Contact: Bradley J. Arnold, General Manager/Secretary, South Sutter Water District, 2464 Pacific Avenue, Trowbridge, CA 95659; (530) 656-2242; e-mail – sswd@hughes.net.
- i. FERC Contact: Quinn Emmerring at (202) 502-6382; or e-mail at quinn.emmerring@ferc.gov.
- j. South Sutter Water District filed its request to use the Traditional Licensing Process on March 11, 2016. South Sutter Water District provided public notice of its request on April 14, 2016. In a letter dated May 13, 2016, the Director of the Division of Hydropower Licensing approved South Sutter Water District's request to use the Traditional Licensing Process.
- k. With this notice, we are initiating informal consultation with the U.S. Fish and Wildlife Service and NOAA Fisheries under section 7 of the Endangered Species Act and the joint agency regulations thereunder at 50 CFR, Part 402; and NOAA Fisheries under section 305(b) of the Magnuson-Stevens Fishery Conservation and Management Act and implementing regulations at 50 CFR § 600.920. We are also initiating consultation with the California State Historic Preservation Officer, as required by section 106, National Historic Preservation Act, and the implementing regulations of the Advisory Council on Historic Preservation at 36 CFR § 800.2.
- l. With this notice, we are designating South Sutter Water District as the Commission's non-federal representative for carrying out informal consultation pursuant to section 7 of the Endangered Species Act and section 305(b) of the Magnuson-Stevens Fishery Conservation and Management Act; and consultation pursuant to section 106 of the National Historic Preservation Act.
- m. South Sutter Water District filed a Pre-Application Document (PAD), including a proposed process plan and schedule) with the Commission, pursuant to 18 CFR § 5.6 of the Commission's regulations.
- n. A copy of the PAD is available for review at the Commission in the Public Reference Room or may be viewed on the Commission's website (<http://www.ferc.gov>), using the "eLibrary" link. Enter the docket number, excluding the last three digits in the docket number field to access the document. For assistance, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY). A copy is also available for inspection and reproduction at the address in paragraph h.
- o. The licensee states its unequivocal intent to submit an application for a new license for Project No. 2997-031. Pursuant to 18 CFR §§ 16.8, 16.9, and 16.10 each application for a new license and any competing license applications must be filed with the Commission at least 24 months prior to the expiration of the existing license. All applications for license for this project must be filed by June 30, 2019.

Project No. 2997-031

2

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424
915 8th Street, Suite 123
Marysville, California 95901
www.co.yuba.ca.us



244-0616
(244-0616) Consi... - 1 of 2

CODE ENFORCEMENT
749-5455 • Fax 749-5424

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

HOUSING & COMMUNITY SERVICES
749-5460 • Fax 749-5464

PLANNING
749-5470 • Fax 749-5434

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

Date: June 14, 2016

To: Land Use & Public Works Committee

From: Michael Lee, Public Works Director

A handwritten signature in black ink, appearing to read "Michael Lee", is written over the name in the "From:" field.

Subject: Authorize the borrowing of \$8,000 from CSA 66 to CSA 59 for maintenance of CSA 59 roads

Recommendation:

Authorize the borrowing of \$8,000 from CSA 66 to CSA 59 for maintenance of CSA 59 roads.

Background:

Historically, assessment levels for CSA 59 property owners were very low. The revenues were intended for road maintenance as well as maintenance of a fire suppression pond. Unfortunately, the maintenance of the fire suppression pond absorbed all of the revenues collected from CSA 59 property owners, leaving nothing for road maintenance. As a result, CSA 59 roads became in horrible condition, requiring immediate attention.

Discussion:

Recently, Public Works worked with CSA 59 property owners to pass a Proposition 218 vote increasing the annual assessments in CSA 59. To help the vote pass, Public Works assured property owners that we would improve the condition of their roads that had become almost impassable. However, the Trust Fund for CSA 59 did not have adequate monies to perform the needed repairs. As a result, we are requesting a loan to temporarily cover the cost of the work. Given the recent assessment increase, revenues will now accumulate at a reasonable rate to timely pay back the loan.

CSA 66 has adequate funds in trust to allow for the borrowing without adversely affecting current services and future projects for CSA 66. The loan will be paid back with interest at the County's pooled rate as annual assessments from CSA 59 are collected. CDSA will work the with the Auditor-Controller's office for proper accounting and loan repayment.

Fiscal Impact:

The principal amount of the loan shall not exceed \$8,000, the rate of the borrowing will be determined by the county pool rate, and all borrowed funds and interest owed to the CSA 66 trust fund will be repaid from CSA 59 future assessment revenues.

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The County of Yuba

(245-0616) Consi... - 1 of 2

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



245-0616

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

TO: Human Services Committee
Yuba County

FROM: Jennifer Vasquez, Director 
Health & Human Services Department

DATE: June 14, 2016

SUBJECT: Authorization for Appropriation and Transfer of Funds

RECOMMENDATION: It is recommended that the Board of Supervisors approve and authorize the General Fund Contingency request in the amount of \$10,000 to cover the increase in General Assistance program expenditures incurred and projected for fiscal year 2015-2016.

BACKGROUND: The Health and Human Services Department (HHSD) administers the General Assistance Program to meet minimum subsistence needs of indigent residents in Yuba County pursuant to Welfare and Institutions Code Section 17000. The purpose of General Assistance is to provide and care for indigent persons who are lawful residents of the County when such persons are not supported and relieved by their relatives or friends, their own means or other assistance programs. On December 15, 2015, the Yuba County General Assistance Handbook was adopted by the Board of Supervisors. This handbook implemented revised rules, regulations, and policies, and established standards of aid and care for the indigent and dependent poor of the County of Yuba pursuant to Welfare and Institutions Code Section 17000.5 regarding General Assistance.

DISCUSSION: During the December 15, 2015, Board meeting, the Board of Supervisors was made aware of the potential increase in costs associated with the adoption and implementation of the Yuba County General Assistance Handbook. HHSD hereby requests authorization to decrease \$10,000.00 from Account Number 101-6900-410.71-01 (Contingency-General Fund) and increase expenditure appropriations of \$10,000.00 each to Account Numbers 101-6100-410-7011 (Operating Transfer Out-Welfare) and 101-5400-453-4000 (GR-Support & Care of Persons) and increase revenue appropriations in the amount of \$10,000.00 to Account Number 100-0000-371.99-02 (County Contribution) to cover the increase in General Assistance Program expenditures incurred and projected for fiscal year 2015-2016.

FISCAL IMPACT: General Assistance is a program financed by the General Fund. General Assistance is included in the annual budget adopted by the Board of Supervisors.

ORIGINAL-AUDITOR COPY 1-COUNTY ADMINISTRATOR COPY 2-DEPARTMENT