

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.

SEPTEMBER 13, 2016

8:00 A.M. YUBA LEVEE FINANCING AUTHORITY SPECIAL MEETING

Agenda and Background

8:30 A.M. YUBA COUNTY WATER AGENCY

9:25 A.M. YUBA COUNTY IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY SPECIAL MEETING

ROLL CALL - Directors Vasquez, Nicoletti, Griego, Abe, Fletcher

ACTION: Approve meeting minutes of July 26, 2016.

CONSENT ITEM: Approve agreement with Industrial Employers and Distributors Association (IEDA) for consulting services and authorize Chair to execute.

ADJOURN

1. IHSS Background

ADDENDUM TO AGENDA - ADDED TO CLOSED SESSION ITEM D.:

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.

II. PLEDGE OF ALLEGIANCE - Led by Supervisor Griego

III. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher

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

A. Auditor-Controller

- 1. (387-0916) Adopt resolutions establishing appropriation limits for county-wide and Special Districts for Fiscal Year 2016-2017.**
- 2. (388-0916) Adopt resolutions establishing county-wide and Special District tax rates for Fiscal Year 2016-2017.**

B. Board of Supervisors

1. [\(389-0916\) Adopt resolution repealing and reinstating Rules of Procedures providing for the Government of the Board of Supervisors for the Preservation of Order and Transaction of Business.](#)

C. Clerk of the Board of Supervisors

1. [\(390-0916\) Reappoint James Purcell to Plumas Lake Specific Plan Design Review Committee as a Resident Representative with a term to end September 13, 2017.](#)
2. [\(391-0916\) Approve meeting minutes of August 9, 16, 17, 23, and September 6, 2016.](#)
3. [\(392-0916\) Approve bylaws of the Community Services Commission.](#)

D. Community Development and Services

1. [\(393-0916\) Approve plans, specifications and estimate, and authorize advertisement of bids with a bid opening date of October 28, 2016 for Intersection Improvements at Olivehurst Avenue, Powerline Road and Chestnut Road pending Caltrans authorization.](#)
2. [\(394-0916\) Adopt resolution authorizing Chair to sign Quitclaim Deed releasing former Magnolia Ranch Project of the development agreement.](#)
3. [\(395-0916\) Adopt resolution authorizing Public Works Director to complete purchase of 2.2 acres, APN 019-270-040, for \\$165,000 for Goldfields Parkway Project, and to execute all documents necessary to complete purchase/escrow subject to County Counsel review.](#)
4. [\(396-0916\) Approve indemnity agreement with Recology for maintenance of Ostrom Road from Recology's facility entrance at 5900 Ostrom Road eastward to its terminus and authorize Chair to execute.](#)

E. Clerk Recorder/Registrar of Voters

1. [\(397-0916\) Adopt resolution appointing designated members in lieu of election to Board of Directors for Special Districts.](#)

F. Emergency Services

1. [\(398-0916\) Adopt resolution proclaiming the existence of ongoing local drought emergency in Yuba County pursuant to Government Code 8630.](#)

G. Health and Human Services

1. [\(399-0916\) Approve grant agreement with California Office of Traffic Safety in the amount of \\$75,000 for a period of October 1, 2016 through September 30, 2017 for safety and inspection events and authorize Chair to accept funds and execute all documents as required. \(Human Services Committee recommends approval\).](#)
2. [\(400-0916\) Adopt resolution authorizing Director of Health and Human Services to amend 14Forward Emergency Temporary Shelter agreement and related documents upon review and approval of County Counsel.](#)
3. [\(401-0916\) Approve agreement with Yuba College District for counseling services for July 1, 2016 through June 30, 2018 with a contract fee not to exceed \\$26,666 per fiscal year, authorize Chair to execute agreement and any amendments thereto upon review and approval of County Counsel.](#)

H. Information Technology

1. [\(402-0916\) Adopt resolution to approve and authorize the purchase of additional services with RFI Enterprises for camera installations and replacement projects within the county upon review by County Counsel.](#)

V. **SPECIAL PRESENTATION**

- A. [\(403-0916\) Receive update on plans and progress from Golden Empire Council of the Boy Scouts of America on property known as 4H Camp. \(Fifteen minute estimate\) \(No background material\)](#)

- 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.
- VII. **COUNTY DEPARTMENTS**
- A. Administrative Services
1. [\(404-0916\) Provide staff direction on procuring unarmed building security for County facilities. \(Ten minute estimate\)](#)
 2. [\(405-0916\) Authorize removal of Marble tablets bearing the names of Yuba County's World War One fallen veterans at Yuba County Courthouse to Veteran's Memorial Center in Marysville.](#)
- B. Board of Supervisors
1. [\(406-0916\) Approve participation in Regional Homelessness Leadership Committee and designate a board member and alternate to serve. \(Fifteen minute estimate\)](#)
- VIII. **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. [\(407-0916\) Hold public hearing, waive reading and introduce ordinance amending Section 9.15.041 of Yuba County Ordinance Code to establish speed limit of 30 miles per hour on Country Club Road from Feather River Boulevard westerly to end of Country Club Road. \(Land Use and Public Works Committee recommends approval\). \(Roll Call Vote\) \(First reading\) \(Five minute estimate\)](#)
- B. [\(408-0916\) Hold public hearing and adopt findings of urgency \(4/5 vote required. Roll Call Vote\). Hold public hearing and adopt urgency ordinance enacting Chapter 7.20 of the Yuba County Ordinance Code establishing minimum health and safety standards related to emergency homeless shelters and facilities, owned, operated, leased or maintained, or any combination thereof by the County. \(4/5 vote required. Roll Call Vote\) \(Fifteen minute estimate\)](#)
- IX. **CORRESPONDENCE:** The Board may direct any item of informational correspondence to a department head for appropriate action.
- A. [\(409-0916\) One notice from Federal Energy Regulatory Commission regarding Pacific Gas and Electric Camp Far West Transmission Line Project](#)
- X. **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.
- XI. **CLOSED SESSION**
- A. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations DSA/County of Yuba
- B. Pending litigation pursuant to Government Code §54956.9(d)(4) - One Case
- C. Personnel pursuant to Government Code 54957(b)(1) Public Appointment/Public Guardian
- D. Pending litigation pursuant to Government Code 54956.9(d)(1) - Fellowship of Friends vs. Yuba County
- XII. **ADJOURN**

- A. [\(410-0916\) Consider resolution transitioning Community Services Commission as a 501 \(c\) 3 non-profit organization - Community Development Services \(Five minute estimate\)](#)

2:00 P.M. THREE RIVERS LEVEE IMPROVEMENT AUTHORITY Agenda and background

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.

YUBA LEVEE FINANCING AUTHORITY

Board Chambers
915 8th Street
Marysville, California

SEPTEMBER 13, 2016

SPECIAL MEETING

8:00 A.M.

A G E N D A

1. Roll Call – Directors Aikens, Belza, Bendorf, Mierzwa
2. New Business
 - a. Approve minutes of the meeting of April 13, 2016.
 - b. Receive project status and financial summary;
 - i. Authorize Request of Funding No. 23 in the amount of \$6,701,375.44.
3. Public Comments
4. Adjourn

YUBA LEVEE FINANCING AUTHORITY

BOARD OF DIRECTORS

APRIL 13, 2016

The Board of Directors met in special session on the above date, commencing at 1:35 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Director Curt Aikens, Tib Belza, Robert Bendorf, and Dan Mierzwa. County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Belza presided.

1. Roll Call – Directors Aikens, Belza, Bendorf, Mierzwa – All present.

2. Election of Officers – Chair and Vice-Chair

MOTION: Move to elect Director Belza Chair

MOVED: Bendorf SECOND: Mierzwa

AYES: Aikens, Bendorf, Mierzwa, Belza

NOES: None ABSTAIN: None ABSENT: None

MOTION: Move to elect Director Mierzwa Vice-Chair

MOVED: Bendorf SECOND: Aikens

AYES: Aikens, Bendorf, Mierzwa, Belza

NOES: None ABSTAIN: None ABSENT: None

3. New Business

a. Approve minutes of the meeting of October 28, 2014

MOTION: Move to approve

MOVED: Bendorf SECOND: Aikens

AYES: Aikens, Bendorf, Mierzwa, Belza

NOES: None ABSTAIN: None ABSENT: None

b. Authorize transfer of \$2 million to Three Rivers Levee Improvement Authority (TRLIA) in April 2016 and \$4.3 million in October 2016 for funding projection to achieve 200-year compliance.

TRLIA Executive Director Paul Brunner provided Power Point presentation indicating project work completed and needed projects to reach 200-year compliance. Mr. Brunner recapped cash flow projections related to implementation of the 200-year Western Pacific Interceptor Canal Project and responded to inquiries.

TRLIA Financial Manager Seth Wurzel recapped funding mechanisms, process for payment to debt services, and responded to Board inquiries.

MOTION: Move to authorize transfer of \$2 million to TRLIA in April 2016 and \$4.3 million in October 2016 for funding projections to achieve 200-year compliance specific to the Western Pacific Interceptor Canal with caveat prior to \$4.3 million transferring to fund 805 that this Board is presented with project summary and status by TRLIA

MOVED: Bendorf SECOND: Aikens

AYES: Aikens, Bendorf, Mierzwa, Belza

NOES: None ABSTAIN: None ABSENT: None

- c. Receive update on accounting of the remaining funds and bond repayment. (No background material) Discussed during item b.
- 4. Public Comments: None
- 5. Adjourn: 2:47 p.m.

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____



September 13, 2016

To: YLFA Board of Directors

From: Paul Brunner, TRLIA Executive Director

RE: TRLIA Request for Final Disbursement of Project Funds from 2008 YLFA Financing

➤ **TRLIA Request to YFLA:**

- YLFA authorize transfer of the balance of the YLFA Project Funds (Fund 813) to TRLIA and approve the attached draw request (Draw No. 23) for processing.

➤ **Summary:**

- TRLIA's current local funding projections to achieve 200-yr Compliance (including Goldfields) show that the remainder of the YLFA project funding is needed.
- With YLFA 813 project funds, TRLIA's levee improvement work is fully funded. Other TRLIA funding sources include State Funding from the Early Implementation Program (EIP), Floodsafe Environmental Stewardship Statewide Resource Office (FESSRO) and Urban Flood Risk Reduction (UFRR) programs as well as local funding from developers that advanced funded levee impact fee obligations through various advance funding agreements.
- YLFA Project Fund Balance Projection as of June 30, 2016 (See attached Bank Statement)
 1. Fund 813: \$6,701,375.44* (June 30, 2016)
 - \$5,023,468.55 Million remaining from original Project Proceeds balance of \$46.6 million.
 - \$ 1,677,906.89 Million balance of net interest earned in the fund.

** Reflective of \$1,419,395.20 drawn of prior \$2.0 Million authorization*
- TRLIA has incurred costs in the past that exceed the balance of the available funds in the YLFA Project Fund. The attached draw request would be processed with the YLFA Board's approval to reimburse TRLIA for those previously incurred costs.

➤ **Discussion:**

- YLFA is evaluating the refinance of the outstanding balance of its 2008 financing. In doing so, the balance of available Project Funds must be addressed. Two options are available to YLFA to handle these proceeds;
 1. YLFA can utilize the available proceeds to pay down existing debt thus lowering the amount of debt to be refinanced; or
 2. YLFA can expend the funds on eligible project costs.

TRLIA Request for Final Disbursement of Project Funds from 2008 YLFA Financing
September 13, 2016

- **TRLIA Funding Need:** In April 2016, TRLIA made a request to the YLFA Board for additional funding in order to meet both the cash flow needs of TRLIA's ongoing work related to the implementation of the 200-yr Western Pacific Interceptor Canal project this summer. In addition, TRLIA outlined its need for funding associated with the 200-Year Goldfields Project. In response to this request, YLFA authorized two draws on Project Fund proceeds. The first authorization of \$2.0 in April 2016 and the second of \$4.3 million in October 2016 pending a status report by TRLIA back to YLFA on its ongoing work. These near term needs were primarily driven by the cash flow for TRLIA's current ongoing construction work and delayed reimbursements from DWR for TRLIA's previously completed work (the ongoing Feather River and Upper Yuba River Projects). TRLIA's long term cash flow projections demonstrated a need for the balance of the YLFA funding through the implementation of the 200-Year Goldfields project. However, the exact timing of the cash flow need is driven by the timing of retention releases of State funding from DWR which are driven primarily by a complex closeout process involving the transfer of real estate to the Central Valley Flood Protection Board. The exact timing of this process is unknown. TRLIA has secured a commitment for the State share of the 200-Year Goldfields project and is relying on YLFA funding as the local share match to the State's commitment. Ultimately the balance of all available YLFA funding is needed by TRLIA to complete TRLIA Phase IV 200-Year levee improvement program. The timing of when the funding is needed is driven by cash flow demands.
- In order to transfer the 813 Fund Balance today, eligible costs previously incurred by TRLIA can be reimbursed by YLFA. The attached draw request documents those eligible costs that TRLIA can be reimbursed by YLFA.

➤ **Recommendation:**

- Based upon the TRLIA financial need described above and the fact that YLFA is evaluating a refinance of its 2008 financing and is faced with the decision of how manage the remaining project fund balance, TRLIA recommends that YLFA modify its prior authorizations to TRLIA and authorize the transfer of the entirety of the project fund balance now and approve the attached draw request (Draw No. 23) in order to facilitate the refinancing.



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COUNTY OF YUBA
ATTN YUBA COUNTY TREASURER
915 8TH ST STE 103
MARYSVILLE, CA 95901-5273

ACCOUNT NUMBER: 128589006
YUBA LEVEE FINANCING AUTHORITY
REVENUE BONDS 2008 SERIES A AND
TAXABLE REVENUE BONDS 2008 SERIES B
(YUBA COUNTY LEVEE FINANCING PROJ)
PROJECT FUND

This statement is for the period from
June 1, 2016 to June 30, 2016

QUESTIONS?

If you have any questions regarding
your account or this statement, please
contact your Account Manager or Analyst.

Account Manager:
MYRNA P CHOROSKI
PD-CA-SF
1 CALIFORNIA ST SUITE 1000
SAN FRANCISCO CA 94111
Phone 415-677-3599
E-mail myrna.presto-choroski@usbank.com

Analyst:
ANGELINA GONZALEZ
Phone 213-615-6004

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ACCOUNT NUMBER: 128589006
YUBA LEVEE FINANCING AUTHORITY
REVENUE BONDS 2008 SERIES A AND
TAXABLE REVENUE BONDS 2008 SERIES B
(YUBA COUNTY LEVEE FINANCING PROJ)
PROJECT FUND

This statement is for the period from
June 1, 2016 to June 30, 2016

MARKET VALUE SUMMARY

Current Period
06/01/16 to 06/30/16

Beginning Market Value	\$7,833,170.49
Distributions	- 1,135,063.97
Adjusted Market Value	\$6,698,106.52
Investment Results	
Interest, Dividends and Other Income	3,268.92
Total Investment Results	\$3,268.92
Ending Market Value	\$6,701,375.44





ACCOUNT NUMBER: 128589006
YUBA LEVEE FINANCING AUTHORITY
REVENUE BONDS 2008 SERIES A AND
TAXABLE REVENUE BONDS 2008 SERIES B
(YUBA COUNTY LEVEE FINANCING PROJ)
PROJECT FUND

This statement is for the period from
June 1, 2016 to June 30, 2016

ASSET DETAIL AS OF 06/30/16

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
Miscellaneous					
6,701,375.440	Calif Asset Management Program 9AMMF90Q5	6,701,375.44 1.0000	6,701,375.44 1.00	100.0 .00	0.67
Total Miscellaneous		\$6,701,375.44	\$6,701,375.44	100.0	\$.67
Total Assets		\$6,701,375.44	\$6,701,375.44	100.0	\$.67

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your Analyst.



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ACCOUNT NUMBER: 128589006
YUBA LEVEE FINANCING AUTHORITY
REVENUE BONDS 2008 SERIES A AND
TAXABLE REVENUE BONDS 2008 SERIES B
(YUBA COUNTY LEVEE FINANCING PROJ)
PROJECT FUND

This statement is for the period from
 June 1, 2016 to June 30, 2016

CASH SUMMARY

	Income Cash	Principal Cash	Total Cash
Beginning Cash Balance as of 06/01/2016	\$0.00	\$1,135,063.97	\$1,135,063.97
Other Income	3,268.92		3,268.92
Cash Disbursements		- 1,135,063.97	- 1,135,063.97
Transfers	- 3,268.92	3,268.92	
Purchases		- 3,268.92	- 3,268.92
Ending Cash Balance as of 06/30/2016	\$0.00	\$0.00	\$0.00





ACCOUNT NUMBER: 128589006
YUBA LEVEE FINANCING AUTHORITY
REVENUE BONDS 2008 SERIES A AND
TAXABLE REVENUE BONDS 2008 SERIES B
(YUBA COUNTY LEVEE FINANCING PROJ)
PROJECT FUND

This statement is for the period from
June 1, 2016 to June 30, 2016

TRANSACTION DETAIL

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	Beginning Balance 06/01/2016	\$0.00	\$1,135,063.97	\$6,698,106.52
06/01/16	Cash Disbursement Paid To Yuba County Public Works Wire Transfer Axx2765 Wired Funds To Usbank Aba 121122676 For Yuba County Treasurer Per Requisition #22 Dated 5/26/16 For Project Costs		- 1,135,063.97	
06/08/16	Income Earned On Calif Asset Management Program Dividend Payable 5/31/16 9AMMF90Q5	3,268.92		
06/08/16	Purchased 3,268.92 Units Calif Asset Management Program @ 1.00 USD Through Reinvestment Of Cash Dividend Due 5/31/16 Income Calif Asset Management Program 9AMMF90Q5		- 3,268.92	3,268.92
06/09/16	Cash Disbursement Transfer To Principal Income Earnings	- 3,268.92		
06/09/16	Cash Receipt Transfer From Income Income Earnings		3,268.92	
	Ending Balance 06/30/2016	\$0.00	\$0.00	\$6,701,375.44

TRLIA Request for Funding

This Written Requisition represents a request for local funds by Three Rivers Levee Improvement Authority from the Yuba Levee Financing Authority Project Fund for Project Costs incurred by TRLIA to construct Feather River Phase IV Levee Improvements and related levee improvements and repair projects.

Funding Details:

Authority: Yuba Levee Financing Authority
915 8th Street
Marysville, CA 95901

Trustee: U.S Bank National Association
One California Street, Suite 2100
San Francisco, CA 94111
Attn: Corporate Trust Services

Payee Information

Bank: US Bank
ABA # 1 2 1 1 2 2 6 7 6

Name: Yuba County Treasurer
915 8th Street, Suite 103
Marysville, CA 95901 5273

Contact: Dan Mierzwa (530) 749 - 7840

Wire Instructions: As per instructions on file.

Reference: TRLIA - YLFA Levee Bond Funding

Request #: 23

Request Date:

Amount: 6,701,375.44

This represents payment for the following invoice(s) for project costs incurred by TRLIA under awarded contract(s):

Vendor	Invoice Date	Received Date	Amount
Teichert & Son	1/18/2011	2/4/2011	956,883.86
Teichert & Son	1/26/2011	2/22/2011	835,601.24
Magnus Pacific Corporation	7/1/2011	8/17/2011	504,549.00
Magnus Pacific Corporation	11/1/2011	12/12/2011	1,153,717.07
Teichert & Son	1/26/2012	3/16/2012	383,059.40
Nordic Industries	11/1/2012	12/18/2012	273,058.74
Magnus Pacific Corporation	11/27/2012	11/29/2012	976,447.83
Magnus Pacific Corporation	12/31/2012	3/15/2013	433,926.44
Nordic Industries	2/27/2013	3/6/2013	176,988.40
Sierra National Construction	9/19/2013	10/11/2013	315,613.75
Sierra National Construction	10/31/2013	11/15/2013	451,734.96
Sierra National Construction	3/31/2014	5/8/2014	58,415.58
Sierra National Construction	7/15/2014	7/18/2014	50,147.64
Sierra National Construction	6/25/2015	7/27/2015	135,640.26
Expenditures in Excess of YLFA Authorized Bond Funds			(4,408.73)

Dan M. Mierzwa
Treasurer, Yuba Levee Financing Authority

Date

YUBA LEVEE FINANCING AUTHORITY

Board Chambers
915 8th Street
Marysville, California

SEPTEMBER 13, 2016

SPECIAL MEETING

8:00 A.M.

A G E N D A

1. Roll Call – Directors Aikens, Belza, Bendorf, Mierzwa
2. New Business
 - a. Approve minutes of the meeting of April 13, 2016.
 - b. Receive project status and financial summary;
 - i. Authorize Request of Funding No. 23 in the amount of \$6,701,375.44.
3. Public Comments
4. Adjourn

YUBA LEVEE FINANCING AUTHORITY

BOARD OF DIRECTORS

APRIL 13, 2016

The Board of Directors met in special session on the above date, commencing at 1:35 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Director Curt Aikens, Tib Belza, Robert Bendorf, and Dan Mierzwa. County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Belza presided.

1. Roll Call – Directors Aikens, Belza, Bendorf, Mierzwa – All present.

2. Election of Officers – Chair and Vice-Chair

MOTION: Move to elect Director Belza Chair

MOVED: Bendorf SECOND: Mierzwa

AYES: Aikens, Bendorf, Mierzwa, Belza

NOES: None ABSTAIN: None ABSENT: None

MOTION: Move to elect Director Mierzwa Vice-Chair

MOVED: Bendorf SECOND: Aikens

AYES: Aikens, Bendorf, Mierzwa, Belza

NOES: None ABSTAIN: None ABSENT: None

3. New Business

a. Approve minutes of the meeting of October 28, 2014

MOTION: Move to approve

MOVED: Bendorf SECOND: Aikens

AYES: Aikens, Bendorf, Mierzwa, Belza

NOES: None ABSTAIN: None ABSENT: None

b. Authorize transfer of \$2 million to Three Rivers Levee Improvement Authority (TRLIA) in April 2016 and \$4.3 million in October 2016 for funding projection to achieve 200-year compliance.

TRLIA Executive Director Paul Brunner provided Power Point presentation indicating project work completed and needed projects to reach 200-year compliance. Mr. Brunner recapped cash flow projections related to implementation of the 200-year Western Pacific Interceptor Canal Project and responded to inquiries.

TRLIA Financial Manager Seth Wurzel recapped funding mechanisms, process for payment to debt services, and responded to Board inquiries.

MOTION: Move to authorize transfer of \$2 million to TRLIA in April 2016 and \$4.3 million in October 2016 for funding projections to achieve 200-year compliance specific to the Western Pacific Interceptor Canal with caveat prior to \$4.3 million transferring to fund 805 that this Board is presented with project summary and status by TRLIA

MOVED: Bendorf SECOND: Aikens

AYES: Aikens, Bendorf, Mierzwa, Belza

NOES: None ABSTAIN: None ABSENT: None

- c. Receive update on accounting of the remaining funds and bond repayment. (No background material) Discussed during item b.
- 4. Public Comments: None
- 5. Adjourn: 2:47 p.m.

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____



September 13, 2016

To: YLFA Board of Directors

From: Paul Brunner, TRLIA Executive Director

RE: TRLIA Request for Final Disbursement of Project Funds from 2008 YLFA Financing

➤ **TRLIA Request to YFLA:**

- YLFA authorize transfer of the balance of the YLFA Project Funds (Fund 813) to TRLIA and approve the attached draw request (Draw No. 23) for processing.

➤ **Summary:**

- TRLIA's current local funding projections to achieve 200-yr Compliance (including Goldfields) show that the remainder of the YLFA project funding is needed.
- With YLFA 813 project funds, TRLIA's levee improvement work is fully funded. Other TRLIA funding sources include State Funding from the Early Implementation Program (EIP), Floodsafe Environmental Stewardship Statewide Resource Office (FESSRO) and Urban Flood Risk Reduction (UFRR) programs as well as local funding from developers that advanced funded levee impact fee obligations through various advance funding agreements.
- YLFA Project Fund Balance Projection as of June 30, 2016 (See attached Bank Statement)
 1. Fund 813: \$6,701,375.44* (June 30, 2016)
 - \$5,023,468.55 Million remaining from original Project Proceeds balance of \$46.6 million.
 - \$ 1,677,906.89 Million balance of net interest earned in the fund.

** Reflective of \$1,419,395.20 drawn of prior \$2.0 Million authorization*
- TRLIA has incurred costs in the past that exceed the balance of the available funds in the YLFA Project Fund. The attached draw request would be processed with the YLFA Board's approval to reimburse TRLIA for those previously incurred costs.

➤ **Discussion:**

- YLFA is evaluating the refinance of the outstanding balance of its 2008 financing. In doing so, the balance of available Project Funds must be addressed. Two options are available to YLFA to handle these proceeds;
 1. YLFA can utilize the available proceeds to pay down existing debt thus lowering the amount of debt to be refinanced; or
 2. YLFA can expend the funds on eligible project costs.

**TRLIA Request for Final Disbursement of Project Funds from 2008 YLFA Financing
September 13, 2016**

- **TRLIA Funding Need:** In April 2016, TRLIA made a request to the YLFA Board for additional funding in order to meet both the cash flow needs of TRLIA's ongoing work related to the implementation of the 200-yr Western Pacific Interceptor Canal project this summer. In addition, TRLIA outlined its need for funding associated with the 200-Year Goldfields Project. In response to this request, YLFA authorized two draws on Project Fund proceeds. The first authorization of \$2.0 in April 2016 and the second of \$4.3 million in October 2016 pending a status report by TRLIA back to YLFA on its ongoing work. These near term needs were primarily driven by the cash flow for TRLIA's current ongoing construction work and delayed reimbursements from DWR for TRLIA's previously completed work (the ongoing Feather River and Upper Yuba River Projects). TRLIA's long term cash flow projections demonstrated a need for the balance of the YLFA funding through the implementation of the 200-Year Goldfields project. However, the exact timing of the cash flow need is driven by the timing of retention releases of State funding from DWR which are driven primarily by a complex closeout process involving the transfer of real estate to the Central Valley Flood Protection Board. The exact timing of this process is unknown. TRLIA has secured a commitment for the State share of the 200-Year Goldfields project and is relying on YLFA funding as the local share match to the State's commitment. Ultimately the balance of all available YLFA funding is needed by TRLIA to complete TRLIA Phase IV 200-Year levee improvement program. The timing of when the funding is needed is driven by cash flow demands.
- In order to transfer the 813 Fund Balance today, eligible costs previously incurred by TRLIA can be reimbursed by YLFA. The attached draw request documents those eligible costs that TRLIA can be reimbursed by YLFA.

➤ **Recommendation:**

- Based upon the TRLIA financial need described above and the fact that YLFA is evaluating a refinance of its 2008 financing and is faced with the decision of how manage the remaining project fund balance, TRLIA recommends that YLFA modify its prior authorizations to TRLIA and authorize the transfer of the entirety of the project fund balance now and approve the attached draw request (Draw No. 23) in order to facilitate the refinancing.



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COUNTY OF YUBA
ATTN YUBA COUNTY TREASURER
915 8TH ST STE 103
MARYSVILLE, CA 95901-5273

ACCOUNT NUMBER: 128589006
YUBA LEVEE FINANCING AUTHORITY
REVENUE BONDS 2008 SERIES A AND
TAXABLE REVENUE BONDS 2008 SERIES B
(YUBA COUNTY LEVEE FINANCING PROJ)
PROJECT FUND

This statement is for the period from
June 1, 2016 to June 30, 2016

QUESTIONS?

If you have any questions regarding
your account or this statement, please
contact your Account Manager or Analyst.

Account Manager:
MYRNA P CHOROSKI
PD-CA-SF
1 CALIFORNIA ST SUITE 1000
SAN FRANCISCO CA 94111
Phone 415-677-3599
E-mail myrna.presto-choroski@usbank.com

Analyst:
ANGELINA GONZALEZ
Phone 213-615-6004



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ACCOUNT NUMBER: 128589006
YUBA LEVEE FINANCING AUTHORITY
REVENUE BONDS 2008 SERIES A AND
TAXABLE REVENUE BONDS 2008 SERIES B
(YUBA COUNTY LEVEE FINANCING PROJ)
PROJECT FUND

This statement is for the period from
June 1, 2016 to June 30, 2016

MARKET VALUE SUMMARY

Current Period
06/01/16 to 06/30/16

Beginning Market Value	\$7,833,170.49
Distributions	- 1,135,063.97
Adjusted Market Value	\$6,698,106.52
Investment Results	
Interest, Dividends and Other Income	3,268.92
Total Investment Results	\$3,268.92
Ending Market Value	\$6,701,375.44





ACCOUNT NUMBER: 128589006
YUBA LEVEE FINANCING AUTHORITY
REVENUE BONDS 2008 SERIES A AND
TAXABLE REVENUE BONDS 2008 SERIES B
(YUBA COUNTY LEVEE FINANCING PROJ)
PROJECT FUND

This statement is for the period from
June 1, 2016 to June 30, 2016

ASSET DETAIL AS OF 06/30/16

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
Miscellaneous					
6,701,375.440	Calif Asset Management Program 9AMMF90Q5	6,701,375.44 1.0000	6,701,375.44 1.00	100.0 .00	0.67
Total Miscellaneous		\$6,701,375.44	\$6,701,375.44	100.0	\$.67
Total Assets		\$6,701,375.44	\$6,701,375.44	100.0	\$.67

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your Analyst.



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0070888-00-01575-01 Page 4 of 5

ACCOUNT NUMBER: 128589006
YUBA LEVEE FINANCING AUTHORITY
REVENUE BONDS 2008 SERIES A AND
TAXABLE REVENUE BONDS 2008 SERIES B
(YUBA COUNTY LEVEE FINANCING PROJ)
PROJECT FUND

This statement is for the period from
June 1, 2016 to June 30, 2016

CASH SUMMARY

	Income Cash	Principal Cash	Total Cash
Beginning Cash Balance as of 06/01/2016	\$0.00	\$1,135,063.97	\$1,135,063.97
Other Income	3,268.92		3,268.92
Cash Disbursements		- 1,135,063.97	- 1,135,063.97
Transfers	- 3,268.92	3,268.92	
Purchases		- 3,268.92	- 3,268.92
Ending Cash Balance as of 06/30/2016	\$0.00	\$0.00	\$0.00





ACCOUNT NUMBER: 128589006
YUBA LEVEE FINANCING AUTHORITY
REVENUE BONDS 2008 SERIES A AND
TAXABLE REVENUE BONDS 2008 SERIES B
(YUBA COUNTY LEVEE FINANCING PROJ)
PROJECT FUND

This statement is for the period from
June 1, 2016 to June 30, 2016

TRANSACTION DETAIL

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	Beginning Balance 06/01/2016	\$0.00	\$1,135,063.97	\$6,698,106.52
06/01/16	Cash Disbursement Paid To Yuba County Public Works Wire Transfer Axx2765 Wired Funds To Usbank Aba 121122676 For Yuba County Treasurer Per Requisition #22 Dated 5/26/16 For Project Costs		- 1,135,063.97	
06/08/16	Income Earned On Calif Asset Management Program Dividend Payable 5/31/16 9AMMF90Q5	3,268.92		
06/08/16	Purchased 3,268.92 Units Calif Asset Management Program @ 1.00 USD Through Reinvestment Of Cash Dividend Due 5/31/16 Income Calif Asset Management Program 9AMMF90Q5		- 3,268.92	3,268.92
06/09/16	Cash Disbursement Transfer To Principal Income Earnings	- 3,268.92		
06/09/16	Cash Receipt Transfer From Income Income Earnings		3,268.92	
	Ending Balance 06/30/2016	\$0.00	\$0.00	\$6,701,375.44

TRLIA Request for Funding

This Written Requisition represents a request for local funds by Three Rivers Levee Improvement Authority from the Yuba Levee Financing Authority Project Fund for Project Costs incurred by TRLIA to construct Feather River Phase IV Levee Improvements and related levee improvements and repair projects.

Funding Details:

Authority: Yuba Levee Financing Authority
915 8th Street
Marysville, CA 95901

Trustee: U.S Bank National Association
One California Street, Suite 2100
San Francisco, CA 94111
Attn: Corporate Trust Services

Payee Information

Bank: US Bank
ABA # 1 2 1 1 2 2 6 7 6

Name: Yuba County Treasurer
915 8th Street, Suite 103
Marysville, CA 95901 5273

Contact: Dan Mierzwa (530) 749 - 7840

Wire Instructions: As per instructions on file.

Reference: TRLIA - YLFA Levee Bond Funding

Request #: 23

Request Date:

Amount: 6,701,375.44

This represents payment for the following invoice(s) for project costs incurred by TRLIA under awarded contract(s):

Vendor	Invoice Date	Received Date	Amount
Teichert & Son	1/18/2011	2/4/2011	956,883.86
Teichert & Son	1/26/2011	2/22/2011	835,601.24
Magnus Pacific Corporation	7/1/2011	8/17/2011	504,549.00
Magnus Pacific Corporation	11/1/2011	12/12/2011	1,153,717.07
Teichert & Son	1/26/2012	3/16/2012	383,059.40
Nordic Industries	11/1/2012	12/18/2012	273,058.74
Magnus Pacific Corporation	11/27/2012	11/29/2012	976,447.83
Magnus Pacific Corporation	12/31/2012	3/15/2013	433,926.44
Nordic Industries	2/27/2013	3/6/2013	176,988.40
Sierra National Construction	9/19/2013	10/11/2013	315,613.75
Sierra National Construction	10/31/2013	11/15/2013	451,734.96
Sierra National Construction	3/31/2014	5/8/2014	58,415.58
Sierra National Construction	7/15/2014	7/18/2014	50,147.64
Sierra National Construction	6/25/2015	7/27/2015	135,640.26
Expenditures in Excess of YLFA Authorized Bond Funds			(4,408.73)

Dan M. Mierzwa
Treasurer, Yuba Levee Financing Authority

Date

YUBA LEVEE FINANCING AUTHORITY

Board Chambers
915 8th Street
Marysville, California

SEPTEMBER 13, 2016

SPECIAL MEETING

8:00 A.M.

A G E N D A

1. Roll Call – Directors Aikens, Belza, Bendorf, Mierzwa
2. New Business
 - a. Approve minutes of the meeting of April 13, 2016.
 - b. Receive project status and financial summary;
 - i. Authorize Request of Funding No. 23 in the amount of \$6,701,375.44.
3. Public Comments
4. Adjourn

YUBA LEVEE FINANCING AUTHORITY

BOARD OF DIRECTORS

APRIL 13, 2016

The Board of Directors met in special session on the above date, commencing at 1:35 p.m., within the Government Center, Marysville, California, with a quorum being present as follows: Director Curt Aikens, Tib Belza, Robert Bendorf, and Dan Mierzwa. County Counsel Angil Morris-Jones, and Clerk of the Board of Supervisors Donna Stottlemeyer. Chairman Belza presided.

1. Roll Call – Directors Aikens, Belza, Bendorf, Mierzwa – All present.

2. Election of Officers – Chair and Vice-Chair

MOTION: Move to elect Director Belza Chair

MOVED: Bendorf SECOND: Mierzwa

AYES: Aikens, Bendorf, Mierzwa, Belza

NOES: None ABSTAIN: None ABSENT: None

MOTION: Move to elect Director Mierzwa Vice-Chair

MOVED: Bendorf SECOND: Aikens

AYES: Aikens, Bendorf, Mierzwa, Belza

NOES: None ABSTAIN: None ABSENT: None

3. New Business

- a. Approve minutes of the meeting of October 28, 2014

MOTION: Move to approve

MOVED: Bendorf SECOND: Aikens

AYES: Aikens, Bendorf, Mierzwa, Belza

NOES: None ABSTAIN: None ABSENT: None

- b. Authorize transfer of \$2 million to Three Rivers Levee Improvement Authority (TRLIA) in April 2016 and \$4.3 million in October 2016 for funding projection to achieve 200-year compliance.

TRLIA Executive Director Paul Brunner provided Power Point presentation indicating project work completed and needed projects to reach 200-year compliance. Mr. Brunner recapped cash flow projections related to implementation of the 200-year Western Pacific Interceptor Canal Project and responded to inquiries.

TRLIA Financial Manager Seth Wurzel recapped funding mechanisms, process for payment to debt services, and responded to Board inquiries.

MOTION: Move to authorize transfer of \$2 million to TRLIA in April 2016 and \$4.3 million in October 2016 for funding projections to achieve 200-year compliance specific to the Western Pacific Interceptor Canal with caveat prior to \$4.3 million transferring to fund 805 that this Board is presented with project summary and status by TRLIA

MOVED: Bendorf SECOND: Aikens

AYES: Aikens, Bendorf, Mierzwa, Belza

NOES: None ABSTAIN: None ABSENT: None

- c. Receive update on accounting of the remaining funds and bond repayment. (No background material) Discussed during item b.
- 4. Public Comments: None
- 5. Adjourn: 2:47 p.m.

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____



September 13, 2016

To: YLFA Board of Directors

From: Paul Brunner, TRLIA Executive Director

RE: TRLIA Request for Final Disbursement of Project Funds from 2008 YLFA Financing

➤ **TRLIA Request to YFLA:**

- YLFA authorize transfer of the balance of the YLFA Project Funds (Fund 813) to TRLIA and approve the attached draw request (Draw No. 23) for processing.

➤ **Summary:**

- TRLIA's current local funding projections to achieve 200-yr Compliance (including Goldfields) show that the remainder of the YLFA project funding is needed.
- With YLFA 813 project funds, TRLIA's levee improvement work is fully funded. Other TRLIA funding sources include State Funding from the Early Implementation Program (EIP), Floodsafe Environmental Stewardship Statewide Resource Office (FESSRO) and Urban Flood Risk Reduction (UFRR) programs as well as local funding from developers that advanced funded levee impact fee obligations through various advance funding agreements.
- YLFA Project Fund Balance Projection as of June 30, 2016 (See attached Bank Statement)
 1. Fund 813: \$6,701,375.44* (June 30, 2016)
 - \$5,023,468.55 Million remaining from original Project Proceeds balance of \$46.6 million.
 - \$ 1,677,906.89 Million balance of net interest earned in the fund.

** Reflective of \$1,419,395.20 drawn of prior \$2.0 Million authorization*
- TRLIA has incurred costs in the past that exceed the balance of the available funds in the YLFA Project Fund. The attached draw request would be processed with the YLFA Board's approval to reimburse TRLIA for those previously incurred costs.

➤ **Discussion:**

- YLFA is evaluating the refinance of the outstanding balance of its 2008 financing. In doing so, the balance of available Project Funds must be addressed. Two options are available to YLFA to handle these proceeds;
 1. YLFA can utilize the available proceeds to pay down existing debt thus lowering the amount of debt to be refinanced; or
 2. YLFA can expend the funds on eligible project costs.

**TRLIA Request for Final Disbursement of Project Funds from 2008 YLFA Financing
September 13, 2016**

- **TRLIA Funding Need:** In April 2016, TRLIA made a request to the YLFA Board for additional funding in order to meet both the cash flow needs of TRLIA's ongoing work related to the implementation of the 200-yr Western Pacific Interceptor Canal project this summer. In addition, TRLIA outlined its need for funding associated with the 200-Year Goldfields Project. In response to this request, YLFA authorized two draws on Project Fund proceeds. The first authorization of \$2.0 in April 2016 and the second of \$4.3 million in October 2016 pending a status report by TRLIA back to YLFA on its ongoing work. These near term needs were primarily driven by the cash flow for TRLIA's current ongoing construction work and delayed reimbursements from DWR for TRLIA's previously completed work (the ongoing Feather River and Upper Yuba River Projects). TRLIA's long term cash flow projections demonstrated a need for the balance of the YLFA funding through the implementation of the 200-Year Goldfields project. However, the exact timing of the cash flow need is driven by the timing of retention releases of State funding from DWR which are driven primarily by a complex closeout process involving the transfer of real estate to the Central Valley Flood Protection Board. The exact timing of this process is unknown. TRLIA has secured a commitment for the State share of the 200-Year Goldfields project and is relying on YLFA funding as the local share match to the State's commitment. Ultimately the balance of all available YLFA funding is needed by TRLIA to complete TRLIA Phase IV 200-Year levee improvement program. The timing of when the funding is needed is driven by cash flow demands.
- In order to transfer the 813 Fund Balance today, eligible costs previously incurred by TRLIA can be reimbursed by YLFA. The attached draw request documents those eligible costs that TRLIA can be reimbursed by YLFA.

➤ **Recommendation:**

- Based upon the TRLIA financial need described above and the fact that YLFA is evaluating a refinance of its 2008 financing and is faced with the decision of how manage the remaining project fund balance, TRLIA recommends that YLFA modify its prior authorizations to TRLIA and authorize the transfer of the entirety of the project fund balance now and approve the attached draw request (Draw No. 23) in order to facilitate the refinancing.



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COUNTY OF YUBA
ATTN YUBA COUNTY TREASURER
915 8TH ST STE 103
MARYSVILLE, CA 95901-5273

ACCOUNT NUMBER: 128589006
YUBA LEVEE FINANCING AUTHORITY
REVENUE BONDS 2008 SERIES A AND
TAXABLE REVENUE BONDS 2008 SERIES B
(YUBA COUNTY LEVEE FINANCING PROJ)
PROJECT FUND

This statement is for the period from
June 1, 2016 to June 30, 2016

QUESTIONS?

If you have any questions regarding
your account or this statement, please
contact your Account Manager or Analyst.

Account Manager:
MYRNA P CHOROSKI
PD-CA-SF
1 CALIFORNIA ST SUITE 1000
SAN FRANCISCO CA 94111
Phone 415-677-3599
E-mail myrna.presto-choroski@usbank.com

Analyst:
ANGELINA GONZALEZ
Phone 213-615-6004

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REVENUE BONDS 2008 SERIES A AND
TAXABLE REVENUE BONDS 2008 SERIES B
(YUBA COUNTY LEVEE FINANCING PROJ)
PROJECT FUND

This statement is for the period from
June 1, 2016 to June 30, 2016

MARKET VALUE SUMMARY

Current Period
06/01/16 to 06/30/16

Beginning Market Value	\$7,833,170.49
Distributions	- 1,135,063.97
Adjusted Market Value	\$6,698,106.52
Investment Results	
Interest, Dividends and Other Income	3,268.92
Total Investment Results	\$3,268.92
Ending Market Value	\$6,701,375.44





ACCOUNT NUMBER: 128589006
YUBA LEVEE FINANCING AUTHORITY
REVENUE BONDS 2008 SERIES A AND
TAXABLE REVENUE BONDS 2008 SERIES B
(YUBA COUNTY LEVEE FINANCING PROJ)
PROJECT FUND

This statement is for the period from
June 1, 2016 to June 30, 2016

ASSET DETAIL AS OF 06/30/16

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
Miscellaneous					
6,701,375.440	Calif Asset Management Program 9AMMF90Q5	6,701,375.44 1.0000	6,701,375.44 1.00	100.0 .00	0.67
Total Miscellaneous		\$6,701,375.44	\$6,701,375.44	100.0	\$.67
Total Assets		\$6,701,375.44	\$6,701,375.44	100.0	\$.67

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

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0070888-00-01575-01 Page 4 of 5

ACCOUNT NUMBER: 128589006
YUBA LEVEE FINANCING AUTHORITY
REVENUE BONDS 2008 SERIES A AND
TAXABLE REVENUE BONDS 2008 SERIES B
(YUBA COUNTY LEVEE FINANCING PROJ)
PROJECT FUND

This statement is for the period from
June 1, 2016 to June 30, 2016

CASH SUMMARY

	Income Cash	Principal Cash	Total Cash
Beginning Cash Balance as of 06/01/2016	\$0.00	\$1,135,063.97	\$1,135,063.97
Other Income	3,268.92		3,268.92
Cash Disbursements		- 1,135,063.97	- 1,135,063.97
Transfers	- 3,268.92	3,268.92	
Purchases		- 3,268.92	- 3,268.92
Ending Cash Balance as of 06/30/2016	\$0.00	\$0.00	\$0.00





ACCOUNT NUMBER: 128589006
YUBA LEEVE FINANCING AUTHORITY
REVENUE BONDS 2008 SERIES A AND
TAXABLE REVENUE BONDS 2008 SERIES B
(YUBA COUNTY LEEVE FINANCING PROJ)
PROJECT FUND

This statement is for the period from
June 1, 2016 to June 30, 2016

TRANSACTION DETAIL

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	Beginning Balance 06/01/2016	\$0.00	\$1,135,063.97	\$6,698,106.52
06/01/16	Cash Disbursement Paid To Yuba County Public Works Wire Transfer Axx2765 Wired Funds To Usbank Aba 121122676 For Yuba County Treasurer Per Requisition #22 Dated 5/26/16 For Project Costs		- 1,135,063.97	
06/08/16	Income Earned On Calif Asset Management Program Dividend Payable 5/31/16 9AMMF90Q5	3,268.92		
06/08/16	Purchased 3,268.92 Units Calif Asset Management Program @ 1.00 USD Through Reinvestment Of Cash Dividend Due 5/31/16 Income Calif Asset Management Program 9AMMF90Q5		- 3,268.92	3,268.92
06/09/16	Cash Disbursement Transfer To Principal Income Earnings	- 3,268.92		
06/09/16	Cash Receipt Transfer From Income Income Earnings		3,268.92	
	Ending Balance 06/30/2016	\$0.00	\$0.00	\$6,701,375.44

TRLIA Request for Funding

This Written Requisition represents a request for local funds by Three Rivers Levee Improvement Authority from the Yuba Levee Financing Authority Project Fund for Project Costs incurred by TRLIA to construct Feather River Phase IV Levee Improvements and related levee improvements and repair projects.

Funding Details:

Authority: Yuba Levee Financing Authority
915 8th Street
Marysville, CA 95901

Trustee: U.S Bank National Association
One California Street, Suite 2100
San Francisco, CA 94111
Attn: Corporate Trust Services

Payee Information

Bank: US Bank
ABA # 1 2 1 1 2 2 6 7 6

Name: Yuba County Treasurer
915 8th Street, Suite 103
Marysville, CA 95901 5273

Contact: Dan Mierzwa (530) 749 - 7840

Wire Instructions: As per instructions on file.

Reference: TRLIA - YLFA Levee Bond Funding

Request #: 23

Request Date:

Amount: 6,701,375.44

This represents payment for the following invoice(s) for project costs incurred by TRLIA under awarded contract(s):

Vendor	Invoice Date	Received Date	Amount
Teichert & Son	1/18/2011	2/4/2011	956,883.86
Teichert & Son	1/26/2011	2/22/2011	835,601.24
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Nordic Industries	11/1/2012	12/18/2012	273,058.74
Magnus Pacific Corporation	11/27/2012	11/29/2012	976,447.83
Magnus Pacific Corporation	12/31/2012	3/15/2013	433,926.44
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Sierra National Construction	10/31/2013	11/15/2013	451,734.96
Sierra National Construction	3/31/2014	5/8/2014	58,415.58
Sierra National Construction	7/15/2014	7/18/2014	50,147.64
Sierra National Construction	6/25/2015	7/27/2015	135,640.26
Expenditures in Excess of YLFA Authorized Bond Funds			(4,408.73)

Dan M. Mierzwa
Treasurer, Yuba Levee Financing Authority

Date

Yuba County In-Home Supportive Services Public Authority

IHSS Background - 1 of 22



MINUTES

JULY 26, 2016

A meeting of the Board of Directors of the Yuba County In-Home Supportive Services (IHSS) Public Authority was held on the above date, commencing at 11:00 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Andy Vasquez, John Nicoletti, Roger Abe, and Randy Fletcher. Director Griego was absent. Also present were Yuba County Administrator Robert Bendorf and Deputy Clerk of the Board of Supervisors Rachel Ferris. Director Abe presided.

A. ROLL CALL: Directors Vasquez, Nicoletti, Abe, and Fletcher – Director Griego absent.

B. Approve meeting minutes of January 28, 2014 and August 25, 2015. Approved.

MOTION: Move to approve MOVED: Andy Vasquez SECOND: John Nicoletti

AYES: Andy Vasquez, John Nicoletti, Roger Abe, Randy Fletcher

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

C. CLOSED SESSION: The Board retired into closed session to discuss the following at 11:02 a.m. and returned at 11:29 a.m. with all present as indicated above.

1. Personnel pursuant to Government Code § 54957.6(a) - Labor Negotiation – IHSS/SEIU (Negotiating Parties: Crocker/Heid Staff was given direction.

D. ADJOURN: 11:29 a.m.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chairman

Rachel Ferris, Deputy Clerk

Approved: _____

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



IHSS Background - 2 of 22

Nichole Quick, M.D., MPH
Health Officer
Phone: (530) 749-6366

TO: Governing Board of the IHSS Public Authority
Yuba County

FROM: Jennifer Vasquez, Director
Health & Human Services Department

DATE: September 13, 2016

SUBJECT: Professional Services Agreement between Yuba County In-Home Supportive Services Public Authority and Industrial Employers Distributors Association

RECOMMENDATION: It is recommended that the Governing Board of the Public Authority approve the attached Agreement between the Yuba County In-Home Supportive Services (IHSS) Public Authority and Industrial Employers and Distributors Association (IEDA) for the provision of consultant services and authorize the Chair to execute the agreement.

BACKGROUND: The Memorandum of Understanding (MOU) with Services Employees International Union Healthcare Workers (SEIU 2015), who represents the In-Home Supportive Services providers and the IHSS Public Authority, expired June 30, 2014. The Director of the Health & Human Services Department and Risk Manager met with IEDA regarding the provision of labor negotiations in general and IHSS negotiations and drafted an agreement. The Agreement for Services with IEDA was executed by the Governing Board of the Public Authority on August 25, 2015, for the one year term of September 1, 2015, through August 31, 2016.

DISCUSSION: Under the terms of the attached renewal Agreement, IEDA will continue to provide consultant services to the Public Authority Governing Board, the Director of Human Resources, and the Director of Health and Human Services in meeting and conferring in good faith with SEIU 2015. The maximum cost of consultant services provided under the attached Agreement is \$22,588.00 for the term of September 1, 2016, through August 31, 2017.

FISCAL IMPACT: The cost of consultant services provided under the attached MOU will be funded by a combination of State, Federal, and Realignment Funds.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT for Consultant Services ("Agreement") is made as of the Agreement Date set forth below by and between the Yuba County In-Home Supportive Services Public Authority, a public authority established pursuant to Welfare and Institutions Code Section 12301.6 and Yuba County Ordinance Number 4.55.010 et seq., ("PUBLIC AUTHORITY"), and Industrial Employers and Distributors Association ("CONSULTANT").

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 CONSULTANT shall provide those services described in Attachment "A," Provision A-1. CONSULTANT 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: September 1, 2016

Termination Date: August 31, 2017

The term of this Agreement shall become effective on September 1, 2016, and shall continue in force and effect for a period of one 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 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 CONSULTANT and PUBLIC AUTHORITY approval.

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

3. PAYMENT.

PUBLIC AUTHORITY shall pay CONSULTANT 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 CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to PUBLIC AUTHORITY in the manner specified in Attachment "B."

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF PUBLIC AUTHORITY.

CONSULTANT 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. DESIGNATED REPRESENTATIVES.

The Director of Yuba County Health and Human Services Department (or his/her designated representative) is the designated representative of the PUBLIC AUTHORITY in employer-employee relations and will administer this Agreement for the PUBLIC AUTHORITY. Bruce Heid, President, is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

Attachment A - Services
Attachment B - Payment

Attachment C - Additional Provisions
 Attachment D - General Provisions
 Attachment E – Insurance Provisions
 Attachment F – Vendor Assurance of Compliance (CR50)

9. TERMINATION

PUBLIC AUTHORITY and CONSULTANT 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 .

"PUBLIC AUTHORITY"

"CONSULTANT"

 Chair
 Yuba County In-Home Supportive
 Services Public Authority

INDUSTRIAL EMPLOYERS AND
 DISTRIBUTERS ASSOCIATION

 Bruce Heid
 Title: President
 Tax ID: 94-0294755

INSURANCE PROVISIONS APPROVED

 Jill Abel,
 Human Resources Director/Risk Manager

APPROVED AS TO FORM:
 COUNTY COUNSEL

 Angil Morris-Jones
 County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The labor relations and human resource consulting services to be provided by CONSULTANT and the scope of CONSULTANT's duties under this Agreement include the following:

- A.1.1** Acting as the chief spokesperson on the employer's behalf for Memorandum of Understanding (MOU) negotiations, mediation, and in the negotiation of resolutions to contract administration disputes;
- A.1.2** Analyzing union MOU proposals and drafting employer proposals and final contract language;
- A.1.3** Advising clients concerning labor negotiation strategy and development and deployment of negotiations communications plans;
- A.1.4** Briefing elected officials, chief executive officers and other executive managers concerning the status of negotiations, related technical and substantive issues, and recommendations;
- A.1.5** Training regarding contract negotiation and administration procedures and requirements and the provisions of new agreements;
- A.1.6** Assisting with the preparation and/or modification of policy documents such as Personnel Rules, Employer-Employee Relations Resolutions, Compensation Policies, etc.;
- A.1.7** Advising and consulting with the Governing Board, the Public Authority Director and the Director of the Yuba County Health and Human Services Department at such times and places as may be mutually agreed upon by these parties on all matters relating to employment conditions and employer-employee relations;
- A.1.8** Meeting and conferring in good faith for and on behalf of the PUBLIC AUTHORITY, as the designated representative of the Governing Board, with representatives of the employee organization of the PUBLIC AUTHORITY at such times and places as may be mutually agreed upon by the CONSULTANT, the Governing Board, or the Director of the Yuba County Health and Human Services Department;

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A.1.9 Reporting to the Governing Board and other designated representatives of the PUBLIC AUTHORITY as directed by the Governing Board on the progress of meeting and conferring in good faith with the recognized employee organization; and

A.1.10 Preparing written memoranda of understanding in a form and manner approved by the Governing Board.

A.2 TIME SERVICES RENDERED.

The services will be provided on such dates and at such times as specified by the PUBLIC AUTHORITY.

A.3 MANNER SERVICES ARE TO BE PERFORMED.

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

A.4 FACILITIES FURNISHED BY PUBLIC AUTHORITY.

CONSULTANT 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**

PUBLIC AUTHORITY shall pay CONSULTANT as follows:

- B.1 BASE CONTRACT FEE.** PUBLIC AUTHORITY shall pay CONSULTANT a contract fee not to exceed One Thousand Eight Hundred Eighty-Two Dollars and Thirty-Three Cents (\$1,882.33) per month during the term of this Agreement. Such monthly payments shall be paid in advance on the first working day of each month commencing September 1, 2016. In no event shall the amount of fee paid to CONSULTANT under this Provision B.1 exceed One Thousand Eight Hundred Eighty-Two Dollars and Thirty-Three Cents (\$1,882.33) per month, or total annual amount of Twenty-Two Thousand, Five Hundred Eighty-Eight Dollars (\$22,588.00) per year during the term of this agreement without a formal written amendment to this Agreement approved by both parties. No other obligations for payment for any sums are assumed by this Agreement.
- B.2 TRAVEL COSTS.** The total annual amount specified in B.1 Base Contract Fee is inclusive of all travel expenses including meals, lodging or other travel costs incurred by CONSULTANT for the provision of the services specified in A.1 Scope of Services. PUBLIC AUTHORITY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the PUBLIC AUTHORITY representative (Operative Provision 7) and then PUBLIC AUTHORITY shall pay CONSULTANT per diem rates in effect on the date of invoice upon presentation of invoices.
- B.3 AUTHORIZATION REQUIRED.** Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by PUBLIC AUTHORITY. Payment for additional services shall be made to CONSULTANT by PUBLIC AUTHORITY 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.** CONSULTANT and PUBLIC AUTHORITY agree that this Agreement may, at the sole discretion of the PUBLIC AUTHORITY, be determined null, void, and not be enforceable if all or part of the federal or state funds secured by PUBLIC AUTHORITY for the purposes of this Agreement are not made available to PUBLIC AUTHORITY.
- C.2 BANKRUPTCY.** This Agreement, at the option of PUBLIC AUTHORITY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
- C.3 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.
- C.4 DRUG FREE WORKPLACE.** CONSULTANT 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. CONSULTANT agrees that CONSULTANT will execute appropriate certifications relating to Drug Free Workplace.
- C.5 INSPECTION.** CONSULTANT's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of PUBLIC AUTHORITY, the State of California, and the United States government.
- C.6 RECORDS.** CONTRCATOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the PUBLIC AUTHORITY's Auditor and/or any duly authorized fiscal agent of the PUBLIC AUTHORITY, any books, documents, papers, and records of CONSULTANT which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.
- C.7 CONFIDENTIALITY.** CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'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 PUBLIC AUTHORITY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

For purposes of this paragraph, identity shall include, but not be limited to, name, identifying numbers, or other identifier such as finger or voice print or

photograph.

- C.8 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES.** CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.
- C.9. 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.
- C.10 ACCEPTANCE.** All work performed and completed under this Agreement is subject to the acceptance of the PUBLIC AUTHORITY or its authorized representatives. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the PUBLIC AUTHORITY's representative on items affecting essential use the facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the PUBLIC AUTHORITY taking whatever corrective action it deems necessary. All costs resulting from such action by the PUBLIC AUTHORITY will be claimed against CONSULTANT.
- C.11 INTELLECTUAL PROPERTY.** PUBLIC AUTHORITY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, and documents developed or modified under this Agreement.
- C.12 LEGAL ENTITY.** The Public Authority is an independent legal entity separate and apart from the County of Yuba. The Public Authority has no power to bind the County to any contractual or legal obligations, nor may the obligees of the Public Authority seek recourse against the County of Yuba for any financial or legal obligation of the Public Authority.

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ATTACHMENT D

GENERAL PROVISIONS

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

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

D.1.2 CONSULTANT shall have no claim against PUBLIC AUTHORITY 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 CONSULTANT 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, CONSULTANT is not subject to the direction and control of PUBLIC AUTHORITY except as to the final result contracted for under this Agreement. PUBLIC AUTHORITY may not require CONSULTANT 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 CONSULTANT may provide services to others during the same period service is provided to PUBLIC AUTHORITY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. 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 CONSULTANT.

D.1.7 As an independent contractor, CONSULTANT hereby indemnifies and

holds PUBLIC AUTHORITY harmless from any and all claims that may be made against PUBLIC AUTHORITY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

- D.1.8** CONSULTANT agrees and understands that the work/services performed under this Agreement on behalf of the PUBLIC AUTHORITY may impact various interests of Yuba County. Therefore, all work performed pursuant to this agreement shall be coordinated with and shall be subject to the review of the Director of the Yuba County Health and Human Services Department.
- D.2 LICENSES, PERMITS, ETC.** CONSULTANT represents and warrants to PUBLIC AUTHORITY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession. CONSULTANT represents and warrants to PUBLIC AUTHORITY that CONSULTANT 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 CONSULTANT to practice its profession at the time the services are performed. Failure of the CONSULTANT to comply with this provision shall authorize the PUBLIC AUTHORITY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.
- D.3 TIME.** CONSULTANT shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONSULTANT'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.** CONSULTANT shall defend, indemnify, and hold harmless PUBLIC AUTHORITY, 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 CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, contractors, or sub-contractors.
- D.5 CONSULTANT NOT AGENT.** Except as PUBLIC AUTHORITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of PUBLIC AUTHORITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind PUBLIC AUTHORITY to any obligation whatsoever.

- D.6 ASSIGNMENT PROHIBITED.** CONSULTANT 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.** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that PUBLIC AUTHORITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving written notice from PUBLIC AUTHORITY of its desire for removal of such person or persons.
- D.8 STANDARD OF PERFORMANCE.** CONSULTANT 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 CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to PUBLIC AUTHORITY 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 CONSULTANT'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 PUBLIC AUTHORITY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the PUBLIC AUTHORITY. 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.** CONSULTANT hereby grants to the PUBLIC AUTHORITY the authority to deduct from any payments to CONSULTANT any PUBLIC AUTHORITY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.
- D.11 TERMINATION.** Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:
- D.11.1** CONSULTANT 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 PUBLIC AUTHORITY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

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

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

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee of the CONSULTANT or of the PUBLIC AUTHORITY 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT shall give written notice of its obligations under this clause to any labor agreement. CONSULTANT 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, CONSULTANT 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 PUBLIC AUTHORITY, and CONSULTANT agrees to deliver reproducible copies of such documents to PUBLIC AUTHORITY on completion of the services hereunder. The PUBLIC AUTHORITY agrees to indemnify and hold CONSULTANT 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 neutral 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 PUBLIC AUTHORITY employee whose position in PUBLIC AUTHORITY 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 CONSULTANT herein, or have any other direct or indirect financial interest in this Agreement.

CONSULTANT may be subject to the disclosure requirements of the Yuba County conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONSULTANT's financial interest. The County Administrator shall determine in writing if CONSULTANT 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.

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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 "PUBLIC AUTHORITY":

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

With a copy to:

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

If to "CONSULTANT":

Bruce Heid
President
Industrial Employers & Distributors Association
2200 Powell Street, Suite 1000
Emeryville, CA 94608

ATTACHMENT E

INSURANCE PROVISIONS

E.1 INSURANCE. CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT's profession, with limits no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

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

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

E.4 Additional Insured Status. PUBLIC AUTHORITY, 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 CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of

CONSULTANT 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 CONSULTANT'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, **CONSULTANT's insurance coverage shall be primary** insurance as respects PUBLIC AUTHORITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by PUBLIC AUTHORITY, its officers, officials, employees, or volunteers shall be excess of CONSULTANT'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 PUBLIC AUTHORITY.**
- E.7 Waiver of Subrogation.** CONSULTANT hereby grants to PUBLIC AUTHORITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against PUBLIC AUTHORITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not PUBLIC AUTHORITY 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 PUBLIC AUTHORITY. PUBLIC AUTHORITY may require CONSULTANT 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 PUBLIC AUTHORITY.
- 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, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONSULTANT shall furnish PUBLIC AUTHORITY 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 PUBLIC AUTHORITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT's obligation to provide them. PUBLIC AUTHORITY 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. CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.13 Special Risks or Circumstances. PUBLIC AUTHORITY 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
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

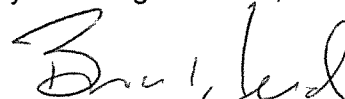
THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

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.

8-23-16

Date



Contractor's Signature

IEDA, 2200 Powell Street, Ste. 1000, Emeryville, CA 94608

Address of vendor/recipient

CR50-Vendor Assurance of Compliance

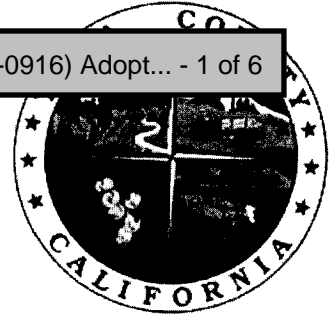
(08/13/01)

The County of Yuba

Office of the Auditor-Controller


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

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



Sept 13, 2016

TO: Board of Supervisors

FROM: C. Richard Eberle, Auditor-Controller 

SUBJECT: 2016-17 Resolution for Yuba County and Special District Appropriation Limits

RECOMMENDATION:

Approve and adopt the 2016-17 Appropriation Limits for the County and Special Districts governed by the Board of Supervisors.

BACKGROUND:

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

DISCUSSION:

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

FISCAL IMPACT:

None.

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

IN RE:

RESOLUTION)
TO DETERMINE THE APPROPRIATIONS) RESOLUTION NO. _____
FOR SPECIAL DISTRICTS UNDER)
THE COUNTY _____)

RESOLVED by the Board of Supervisors of the County of Yuba, State of California, that the maximum limits applicable to 2016-17 appropriations of tax proceeds as calculated for the Special Districts under the County is reflected in Exhibit A attached in accordance with Article XIIIB of the Constitution of the State of California.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

Approved as to Form
Angil Morris-Jones,
County Counsel

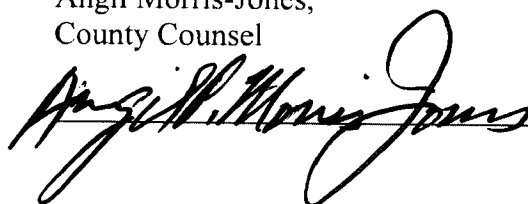


EXHIBIT A

SPECIAL DISTRICTS UNDER THE BOARD OF SUPERVISORS
STATEMENT OF SUMMARIES OF THE COMPUTED APPROPRIATION LIMIT
FOR FISCAL YEAR 2016-17

DISTRICT:	FY 2015-16 LIMIT	CA CPI Change	Population Change	Composite Change	FY 2016-17 LIMIT
Linda Street Lighting District	359,485	1.0537	X 1.0066 =	1.0607	381,290
County Service Area #2	13,788	1.0537	X 1.0066 =	1.0607	14,624
County Service Area #4	1,365	1.0537	X 1.0066 =	1.0607	1,448

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

IN RE:

RESOLUTION TO DETERMINE)
THE APPROPRIATIONS OF)
TAX PROCEEDS FOR 2016-17)

RESOLUTION NO. _____

RESOLVED by the Board of Supervisors of the County of Yuba, State of California, that for 2015-16 the change in California Per Capita Personal Income together with change in population of Yuba County shall be applied to the 2015-16 appropriation limit to reach the 2016-17 appropriation limit, and that the maximum limit applicable to the 2016-17 appropriation of tax proceeds, as calculated is \$70,976,663. See Exhibit A. This is in accordance with Article XIII B of the constitution of the State of California.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

Approved as to Form
Angil Morris-Jones,
County Counsel

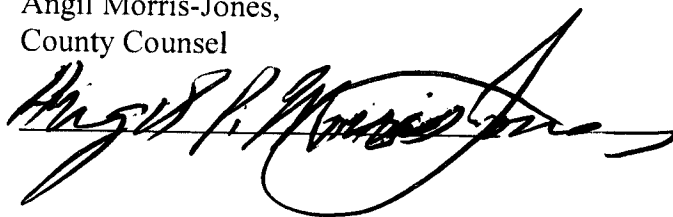


Exhibit A

County of Yuba
Statement of Appropriation Limitation
2016-17

Limitation for 2015-2016 \$66,919,031

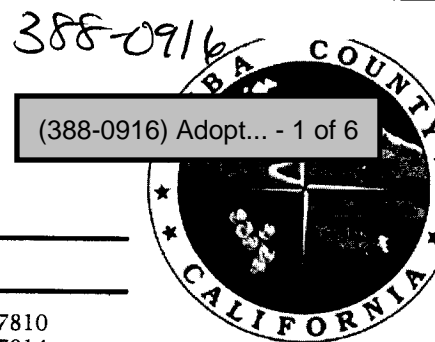
Adjustment
2016-17 Factors
CPI
Population

$$\begin{array}{rcl} & 1.0537 & \\ & \times 1.00658152 & = \\ & \underline{\times 1.0606} & \end{array}$$

Limitation for 2016-17 \$70,976,663

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The County of Yuba




Office of the Auditor-Controller

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

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

TO: Board of Supervisors

FROM: Richard Eberle, Auditor-Controller 

SUBJECT: Ad Valorem Tax Rates

DATE: September 13, 2016

Recommendation

Adopt attached resolutions for County-wide General, School, and Special District ad valorem tax rates on the secured property tax rolls for the fiscal year 2016-17.

Background

California State Government Code Section 29102 requires the Board of Supervisors to adopt the rate of taxation on the secured tax rolls and any allowance for delinquencies

Discussion

The rates for ad valorem assessments rates are calculated by the Auditor-Controller's office or any special or school districts based on debt service obligations, legal statute, or other criteria and usually include a projected delinquency rate. These rates are used to determine the ad valorem assessments on real property for the current fiscal year.

Committee Action:

None

Fiscal Impact:

These rates affect the property tax collections for the County and any school or special districts with ad valorem assessments on the secured tax rolls. These rates determine monies collected for county operations and any debt service obligations for school or special districts

Attachment

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

IN RE:

RESOLUTION FIXING GENERAL) RESOLUTION NO. _____
COUNTY WIDE TAX RATE _____)

WHEREAS, pursuant to the State of California Government Code Section 29100 which requires the Board of Supervisors to adopt, on or before October 3 of each year, the rates of taxes on the secured roll and allowances for delinquencies, and

WHEREAS, pursuant to Article XIII A of the California Constitution, the maximum amount any ad valorem tax on real property, except levies for indebtedness approved by the voters prior to the time this section became effective, shall not exceed one percent (1.0%), and

WHEREAS, Government Code Section 29100 further provides with regard to voter-approved indebtedness, the Board of Supervisors shall adopt a tax rate on the secured roll by determining the percentage of full value of property on the secured roll legally subject to support the annual debt requirement.

NOW, THEREFORE, BE IT RESOLVED that the County Auditor-Controller shall apply a delinquency provision of four percent (4.0%) of the taxable value on the County Secured Roll and the County Unsecured Roll for the 2016-2017 fiscal year.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba, State of California that the ad valorem tax on real property shall not exceed one percent (1.0%) of the assessed value of such property for fiscal year 2016-2017.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Yuba adopt the percentage of full value property on the secured roll legally subject to support the annual debt requirements as follows:

County Wide General.....	1.000000 %
Unitary Bond Indebtedness....	0.000611 %

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2016, by the following vote:

AYES:

NOES:

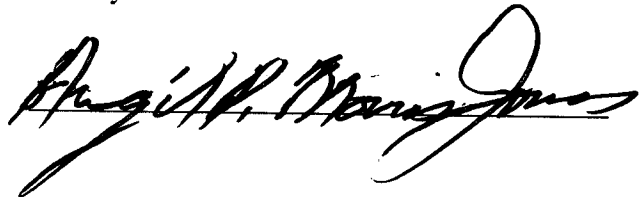
ABSENT:

ABSTAIN:

Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

Approved as to Form
Angil Morris-Jones,
County Counsel



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

IN RE:

RESOLUTION FIXING SPECIAL TAX)
RATES FOR COUNTY, SCHOOL)
DISTRICT, AND SPECIAL DISTRICT)
INDEBTEDNESS)

RESOLUTION NO. _____

WHEREAS, pursuant to the State of California Government Code section 29102 which requires the Board of Supervisors to adopt tax rates and levy taxes for School and Special Districts for which a tax levy is carries on the regular County Assessment Roll; and

WHEREAS, pursuant to the State of California Government Code section 29100 which specifies the procedure to be followed and requires the Board of Supervisors to adopt, on or before October 3 of each year, the rates of taxes on the secured roll, not to exceed the one-percent limitation specified in Article XIII A of the California Constitution and Revenue and Taxation Code section 93 and 100; and further provides that the Board shall adopt the rates on the secured roll by determining the percentage of full value of property on the secured roll legally subject to support the annual debt requirement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Yuba County that the County Auditor-Controller is hereby directed to use the rates of taxation for the taxable valuation in each of the districts for fiscal year 2016-2017 as identified in the attachment, Exhibit A, which is incorporated herein.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: Donna Stottlemeyer
Clerk of the Board of Supervisors

Approved as to Form
Angil Morris-Jones,
County Counsel

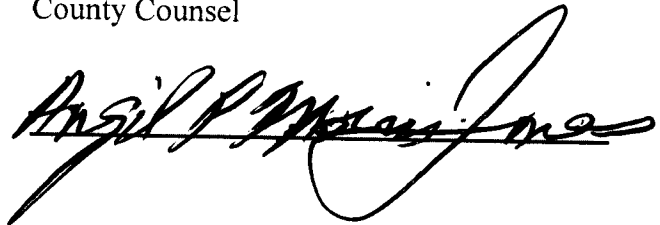
A handwritten signature in black ink, appearing to read "Angil Morris-Jones", written over a horizontal line.

Exhibit A

**TAX RATES FOR COUNTY, SCHOOL DISTRICT AND SPECIAL DISTRICT
INDEBTEDNESS.**

Fiscal Year 2016-17

SCHOOL DISTRICTS

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

GO BOND 2014 Refunding.....0.059618 %

GO BOND 20090.059825 %

NEVADA UNION HIGH SCHOOL*.....0.007900 %

WESTERN PLACER UNIFIED SCHOOL DISTRICT*.....0.025257 %

WHEATLAND HIGH SCHOOL 0.029872 %

SCHOOL DISTRICTS (COMMUNITY COLLEGES)

YUBA COUNTY COMMUNITY COLLEGE

BOND 2006 A0.006481 %

BOND 2006 B0.012405 %

BOND 2006 C0.007460 %

(*) Rates are calculated and set by the named district.

The County of Yuba

Clerk of the Board of Supervisors

389-0916
(389-0916) Adopt... - 1 of 16



September 13, 2016

TO: Board of Supervisors

FROM: Donna Stottlemeyer, Clerk of the Board of Supervisors

SUBJECT: Board of Supervisors Rules and Procedures

Recommendation

Adopt resolution repealing and reinstating Rules of Procedures providing for the government of the Board of Supervisors for the Preservation of Order and Transaction of Business.

Background and Discussion

The rules and procedures of the Board were originally adopted by resolution in 1984 and have had minor additions and amendment since that time with the last change being October 28, 2008. Major changes to the Rules are the addition of Section 8, "Rules of Order" and Section 2.3 "Emergency Meetings" which Chairman Abe requested County Counsel's office to draft and have been reviewed by the Chair and Vice-Chair. Other changes include renumbering of sections due to additions and the deletion of former section 10 which was a list of the boards and commissions to which board members are appointed and contained obsolete boards and not newer active boards; therefore, language was added to Section 11 indicating the Clerk will maintain a current list of Board appointed boards and commissions and appointments thereto.

Other changes made include a three minute speaking time to be consistent with ordinances and hearings in Section 6 and clarification on Robert's Rules of Order not invalidating an otherwise valid Board action in Section 13.

Committee Action

None. Brought directly to the Board for consideration.

Fiscal Impact

None.

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

**RESOLUTION REPEALING AND)
REINSTATING THE RULES AND)
PROCEDURES PROVIDING FOR THE)
GOVERNMENT OF THE BOARD OF)
SUPERVISORS PRESERVATION OF)
ORDER, AND TRANSACTION OF)
BUSINESS)**

RESOLUTION NO. _____

WHEREAS, the Rules and Procedures Providing for the Government of the Board of Supervisors Preservation of Order, and Transaction of Business was last revised on October 28, 2008; and

WHEREAS, such Rules and Procedures have been amended by resolution from time to time; and

WHEREAS, such Rules and Procedures are in need of modification at this time, which has resulted in the changes to same as reflected therein.

NOW THEREFORE BE IT RESOLVED, the Rules and Procedures Providing for the Government of the Board of Supervisors Preservation of Order and Transaction of Business is hereby amended to read in its entirety as set forth in Exhibit A which is attached.

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

AYES:

NOES:

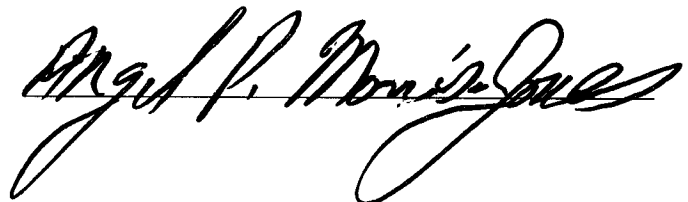
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
ANGIL MORRIS-JONES





**RULES AND PROCEDURES PROVIDING FOR THE
GOVERNMENT OF THE BOARD OF SUPERVISORS
PRESERVATION OF ORDER, AND TRANSACTION
OF BUSINESS**

SECTION 1.

ORGANIZATION OF THE BOARD.

OFFICERS

The officers of the Board shall be a Chair, who shall be elected by the members of the Board, and a Vice-Chair, who shall likewise be elected by the Board. Elections shall be conducted in the manner provided in subsections 6.2 and 6.3. The Vice-Chair shall preside at all meetings of the Board when the Chair is absent or unable to act. In the event that both the Chair and Vice-Chair are unable to act, the remaining members of the Board shall elect one of its number to act as a Chair pro tem.

SECTION 2.

MEETINGS.

Section 2.1. Regular Meetings. Regular meetings of the Board shall be held at 9:30 a.m., each Tuesday of each calendar month, except the first Tuesday of each month, the meeting shall be held at 6:00 p.m. The Board does not meet on the fifth Tuesday in any month. Any regular meeting of the Board that falls on a holiday or Election Day is cancelled. All such meetings shall be held in the Board Chambers of the Yuba County Government Center, 915 Eighth Street, Marysville, California, except upon a four-fifths vote of the Board, a regular meeting may be held at any location within the boundaries of the County which complies with State and Federal Laws. Each meeting may be continued from time to time until final adjournment.

Section 2.2. Special Meetings. A special meeting may be called at any time by the Chair of the Board or by a majority of the members of the Board by giving notice in writing of the time and place of the special meeting and the business to be transacted. Copies of the notice shall be delivered to each Supervisor by the Clerk personally or by mail, or email at least 24 hours before the time of such meeting as specified in the notice. Such notice shall also be given to each local newspaper of general circulation and to each radio and television station requesting notice in writing. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meeting by the Board.

Section 2.3 Emergency Meetings. For purposes of this section, "emergency situation" means both of the following:

(1) An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the Board of Supervisors.

(2) A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting under this section may endanger the public health, safety, or both, as determined by a majority of Board of Supervisors.

(a) (1) Subject to paragraph (2), in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Supervisors may hold an emergency meeting without

complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 54956 or both of the notice and posting requirements.

An emergency meeting when called shall be in accordance with the Brown Act. Notice of an emergency meeting shall be in writing and delivered to each Supervisor by the Clerk personally or by email at least 4 hours before the time of such meeting as specified in the notice. Such notice shall also be given to each local newspaper of general circulation and to each radio and television station requesting notice in writing. The call and notice shall specify the time and place of the emergency meeting and the business to be transacted. No other business shall be considered at such meeting by the Board

Section 2.4. Adjourned Meetings. The Board of Supervisors may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular meeting, the Clerk of the Board may declare the meeting adjourned to a stated time and place, and shall cause a written notice of the adjournment to be given in the same manner as provided herein for a special meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the chambers or place where the regular, adjourned regular, special, or adjourned special meeting was held within 24 hours after the time of the adjournment. When a regular or adjourned regular meeting is adjourned as provided herein the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

Section 2.5. No meeting of the Board of Supervisors, other than a special and/or emergency meeting, shall be held or conducted during any week in which more than one declared holiday occurs.

SECTION 3.

MEETING TO BE PUBLIC.

Except as otherwise provided by law, all meetings of the Board shall be open to the public and all persons shall be permitted to attend any meeting.

SECTION 4.

EXECUTIVE SESSIONS.

The Board may hold Executive Sessions during regular or special meetings as provided by the Brown Act or other applicable laws.

SECTION 5.

AGENDA PREPARATION.

(a) Agenda preparation shall be under the supervision of the Clerk of the Board and shall be prepared, distributed and posted in accordance with these Rules. (Resolution No. 2002-26)

(b) All items to be placed on the agenda shall be presented to the office of the Clerk of the Board together with a properly completed cover sheet in a form provided by the Clerk not later than 12:00 Noon Thursday, 12 days preceding the regular meeting for which the agenda is prepared. Not later than 5:00 p.m. on the Wednesday preceding the meeting concerned, the Clerk of the Board shall place in each Supervisor's Board office mail box, deliver, mail, or email, a copy of the agenda and back-up material to each member of the Board of Supervisors, each Supervisor-Elect, the Auditor, County Counsel, and County Administrator. Copies of the agenda shall be provided to all other department heads and the news media by electronic media. In addition, a copy of the agenda shall be posted near the door of the Board Chambers, on the Government Center outdoor bulletin board, and on the County's website.

(c) In the event a holiday falls within the 12 days preceding the regular meeting, all items to be placed on the agenda shall be presented to the office of the Clerk of the Board not later than 12:00 Noon on the Wednesday preceding the regular Thursday deadline. The Clerk of the Board shall prepare the agenda and mail and post copies not later than 5:00 p.m. Wednesday preceding the meeting concerned.

(d) Agendas which are mailed shall be enclosed in a properly addressed and sealed envelope with postage thereon fully prepaid and posted in the United States Post Office or in the Government Center mail box at Marysville, California.

(e) Notwithstanding the foregoing, the Chair of the Board may direct that an addendum matter or matters be placed on an agenda at any time providing notice and posting can be accomplished as required by law.

SECTION 6.

BOARD PROCEDURES.

Section 6.1. Quorum. A quorum of the Board shall consist of not less than three (3) members.

Section 6.2. Election of Chair and Vice-Chair. A Chair and Vice-Chair of the Board shall be elected annually by the members as the first order of business at the first regular meeting held in January of each even-numbered year. In odd-numbered years the Board shall convene for such purpose at a special meeting to be held at 12:00 noon on the first Monday after January 1st succeeding the election of new members of the Board. Swearing in of new Board members shall be the first order of business at said meeting, followed by the election of a Chair and Vice-Chair. At the time set for the election, the Chair shall surrender his gavel to the Clerk who shall act as Chair pro tem and conduct the election. Immediately following the election, the newly elected Chair and Vice-Chair shall assume office. The term of the Chair and Vice-Chair shall be for one year or until the election of their successors.

Section 6.3. Presiding Officer. The Chair shall preside and maintain order at all meetings. The Chairman shall be entitled to make or second a motion from the chair. He shall also have a vote on all questions presented to the Board for action.

Section 6.4. Regular Order of Business. The regular order of business shall be:

First	Pledge of Allegiance
Second	Roll Call
Third	Consent Agenda
Fourth	Special Presentations (when agendized)
Fifth	Public Communications
Sixth	County Departments
Seventh	Ordinances and Public Hearings
Eighth	Items of Public Interest
Ninth	Correspondence
Tenth	Board and Staff Members' Reports
Eleventh	Closed Session (when necessary)
Twelfth	Adjournment

Section 6.5. Approval of Minutes. The minutes of each session of the Board shall be approved by Board action. Approval shall be prima facie evidence of the accuracy and correctness with required approval within two weeks in an action only format.

Section 6.6. Priority of Business. Subject to the consent of the majority of all members of the Board, the Chair shall control the order of consideration of agenda items. He or she shall designate the item or items on the agenda to be considered and shall direct the officer or department head concerned with the item to present the matter for the information of the Board and the public. The matter shall then be open for consideration. All questions relating to the priority of business or the consideration of any matter not on the printed agenda shall be decided by a majority, unless the law requires a super majority, without debate, provided that public hearings, bid openings, and other matters required by law to be considered at a time set by special order of the Board shall be heard at such time. After such special business has been concluded or otherwise disposed of, the Board shall resume consideration of the matter which was then pending before it. This provision does not and shall not be construed as restricting the public's right to comment as provided by law.

Section 6.7. Public Participation. Any person desiring to address the Board should present a Request to Speak Card to the Clerk prior to the Call to Order. When recognized by the Chair, the individual should provide his/her name and address for the record. The accommodation of members of the public wishing to address the Board shall be under the direction and supervision of the Chair. The Chair may, in the interest of the facilitating of business of the Board, and avoidance of repetition, limit the amount of time which a person may use in addressing the Board. The time limit for each person addressing the Board is normally three minutes.

When opposing delegations appear on any matter under consideration, the proponents shall have the privilege of being heard first and the opponents second. The proponents shall have the privilege of rebuttal and the opponents shall have the privilege of surrebuttal. Length of debate or appearance by any party may be reasonably limited by Board direction.

Whenever a debatable motion has been made and seconded, the debate on the question shall be limited to members of the Board to debate or discuss any motion pending before the Board. During the course of debate, any member of the Board may request information from any officer or employee of the County directly related to the question under debate.

SECTION 7.

CONDUCT OF BUSINESS

Unless otherwise required by law, business shall be conducted by Board action or Board direction.

Section 7.1. Board Action. Members of the Board shall vote viva voce (by the voice). The Chair shall request that all in favor of the motion under consideration signify by simultaneously saying "aye" and those opposed signify by simultaneously saying "noe". Any Supervisor desiring to abstain from the vote shall declare, "I abstain". The responsibility of declaring the vote rests with the Chair who shall indicate essentially that "the motion passes with negative votes by Supervisors _____ and _____ (if any)" or "the motion fails with affirmative votes by Supervisors _____ and _____ (if any)." The Chair shall also note any abstentions.

The declaration of the Chair shall be deemed to be accurate and conclusive unless one or more members immediately correct that declaration. In the event of doubt as to the vote, any member of the Board may cause a roll call vote to be taken. Such vote shall be taken by calling the roll of Supervisors in the ascending numerical order assigned to the respective supervisorial district.

To be carried, a question must receive the affirmative vote of a majority of all members of the Board or such other majority as is otherwise specifically provided by law.

The names of Supervisors making and seconding motions shall be recorded and the Clerk shall enter in the minutes the vote of each member of any question.

Section 7.2. Abstentions. In the event that one less than the necessary number of "aye" votes has been cast, then an "abstain" vote shall constitute concurrence, unless the abstention shall have been expressly declared to have been made on the basis of a conflict of interest. If a matter is passed pursuant to this rule, the Clerk shall so indicate in the minutes.

Section 7.3. Board Direction. All Board direction shall be subject to objection by any member of the Board. A Board direction shall be presumed to reflect general consent unless objected to at the time it is made. In the event of an objection, the matter shall be subject to Board action.

All Board of Supervisors direction to Staff shall be given by or through the Board Chair with the concurrence of a majority of the Board of Supervisors. This section shall not preclude a Supervisor from consulting with or seeking the advice of Staff on matter concerning County business and over which the Board of Supervisors has jurisdiction.

SECTION 8.

BOARDROOM RULES OF ORDER

Section 8.1 Purpose. In order to assure that business is conducted in an orderly fashion and that all have an equal opportunity to see and hear the proceedings, the following rules of conduct shall apply to all meetings held within the Board Chambers of the Yuba County Board of Supervisors.

Section 8.2. Signs. Signs, placards, or posters, if brought into the Board Chambers, shall not be located, displayed, or handled in a manner which prevents any member of the audience from observing or participating in the hearing, or in any way disrupts the hearing process.

Section 8.3. Seating. Unless addressing the Board or entering or leaving the Board Chambers, all persons in the audience shall remain seated in the seats provided. Arrangements for adaptive seating will be made if required. No person shall stand or sit in the aisles or along the walls nor shall doorways be blocked.

Section 8.4. Disruptions. All demonstrations, including cheering, yelling, whistling, hand clapping, and foot stomping are prohibited.

Section 8.5. Smoking, eating, or drinking. Smoking, eating, and drinking are prohibited in the Board Chambers during Board meetings.

Section 8.6. Requests to address the Board on agenda items. A person must request to be heard on an agenda item. Such requests to be heard must be submitted to the Clerk of the Board before the agenda item is called.

Section 8.7. Addressing the Board. No persons shall address the Board until they have first been recognized by the Chair. The decision of the Chair to recognize or not recognize a person seeking to address the Board may be changed by order of the Board. All persons addressing the Board will be asked to give their name for purpose of the record. The Chair may, in the interest of facilitating business of the Board, limit the

amount of time which a person may use in addressing the Board. Speakers are prohibited from using coarse, crude, profane, or vulgar language in speaking to the Board and shall refrain from making personal attacks on Board members or staff.

Section 8.8. Removal from Board Chambers. The Chair shall order removed from the Board Chambers any person who commits the following acts in respect to a regular or special meeting of the Board of Supervisors:

- a. Disorderly, contemptuous, or insolent behavior toward the Board or any member thereof which disrupts the orderly course of said meeting;
- b. A breach of the peace, boisterous conduct, or violent disturbance, tending to disrupt the due and orderly course of said meeting;
- c. Disobedience of any lawful order of the Chair, including an order to be seated or to refrain from addressing the Board;
- d. Any other unlawful interference with the order and due course of said meeting.

Any person so removed shall be excluded from further attendance at the meeting from which he or she has been removed unless permission to attend is granted by a majority vote of the Board.

SECTION 9.

RECESSES.

Recesses shall be taken by Board direction or when called by the Chairman. Any member required to leave the chambers during a meeting shall ask the Chairman to be excused.

SECTION 10.

COMMITTEES.

Section 10.1. Committees. The Board may, with Board formal action and approval, recommend appointments to such other standing, advisory (Ad hoc) and special committees as it may deem necessary.

Section 10.2. Standing Committees. Standing Committees shall: a) consist of two Board Members; b) have continuing fixed responsibility for certain subject matter; c) have a meeting schedule set by the Board; and d) be subject to the Brown Act.

Section 10.3. Advisory (Ad hoc): Advisory (Ad hoc) Committees shall consist of two Board Members and: a) be of a limited duration; b) be assigned to perform a specific task; c) shall make their recommendation to the Board and immediately be dissolved without further Board action; and, d) are not subject to the Brown Act.

Section 10.4. Special Committees: Special committees may consist of one or two Board members and Staff members, as required, with an undetermined duration, assigned to address a matter under the jurisdiction of the Board, bring forth reports/recommendations, and may be subject to the Brown Act.

SECTION 11.

APPOINTMENTS TO SPECIAL BOARDS AND COMMISSIONS

The Board shall make appointments to such boards or commissions as are created by law, ordinance, resolution, or agreement in accordance with the requirements of such law, ordinance, resolution, or agreement.

The Clerk of the Board shall maintain a list of such boards and commissions, and the appointments thereto.

SECTION 12.

SUSPENSION OF RULES.

Any rule herein adopted not made mandatory by law may be suspended by a four-fifths vote of the members of the Board. A motion to suspend any rule shall be debatable.

SECTION 13.

ROBERT'S RULES OF ORDER.

The provisions of Robert's Rules of Order shall govern the Board in all cases to which they are applicable and which are not inconsistent with the rules adopted herein or with any rule made mandatory by law. Robert's Rules of Order are simply a guide to maintaining order at meetings and no otherwise valid action of the Board of Supervisors shall be invalidated by failure to follow Robert's Rules of Order.

SECTION 14.

EMERGENCY AND NON-SCHEDULED MATTERS.

Nothing herein set forth shall prevent the Board, with the consent of a majority of all Board members, unless the law requires a super majority, from considering emergency and non-scheduled matters at any time during a regular meeting.

SECTION 15.

PRIOR RULES ANNULLED.

All rules and procedures for the government of the Board of Supervisors, the preservation of order, and the transaction of business heretofore adopted by the Board are declared annulled and set aside.

SECTION 16.

EFFECTIVE DATE.

The rules and procedures herein adopted shall be effective as of the date of the adoption hereof, and shall remain in full force and effect until otherwise modified or amended to the extent permitted by law.

Current

**RULES AND PROCEDURES PROVIDING FOR THE
GOVERNMENT OF THE BOARD OF SUPERVISORS
PRESERVATION OF ORDER, AND TRANSACTION
OF BUSINESS**

SECTION 1.

ORGANIZATION OF THE BOARD.

OFFICERS

The officers of the Board shall be a Chairman, who shall be elected by the members of the Board, and a Vice-Chair, who shall likewise be elected by the Board. Elections shall be conducted in the manner provided in subsections 6.2 and 6.3. The Vice-Chair shall preside at all meetings of the Board when the Chairman is absent or unable to act. In the event that both the Chairman and Vice-Chairman are unable to act, the remaining members of the Board shall elect one of its number to act as a Chairman pro tem.

SECTION 2.

MEETINGS.

Section 2.1. Regular Meetings. Regular meetings of the Board shall be held at 9:30 a.m., each Tuesday of each calendar month, except the first Tuesday of each month, the meeting shall be held at 6:00 p.m. The Board does not meet on the fifth Tuesday in any month. All such meetings shall be held in the Board Chambers of the Yuba County Government Center, 915 Eighth Street, Marysville, California, however by unanimous vote, the Board may, at least 30 days prior to a regularly scheduled night meeting, select an alternate location for such night meeting, which location would be within the boundaries of the county. Each meeting may be continued from time to time until final adjournment. If any regular meeting falls upon a holiday or Election Day, the meeting of the Board is cancelled.

Section 2.2. Special Meetings. In any emergency affecting the interest of the County or when any defalcation or official misconduct comes to his knowledge, the Chairman shall forthwith call a special meeting of the Board to consider the matter if the Board is not then in session. With respect to all other matters, a special meeting may be called at any time by the Chairman of the Board or by a majority of the members of the Board by giving notice in writing of the time and place of the special meeting and the business to be transacted. Copies of the notice shall be delivered to each Supervisor and the Clerk personally or by mail at least 24 hours before the time of such meeting as specified in the notice. Such notice shall also be given to each local newspaper of general circulation and to each radio and television station requesting notice in writing. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meeting by the Board.

Section 2.3. Adjourned Meetings. The Board of Supervisors may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular meeting, the Clerk of the Board may declare the meeting adjourned to a stated time and place, and shall cause a written notice of the adjournment to be given in the same manner as provided herein for a special meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the chambers or place where the regular, adjourned regular, special, or adjourned special meeting was held within 24 hours after the time of the adjournment. When a regular or adjourned regular meeting is adjourned as provided herein the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the

hour which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

Section 2.4. No meeting of the Board of Supervisors, other than a special meeting, shall be held or conducted during any week in which more than one declared holiday occurs.

SECTION 3.

MEETING TO BE PUBLIC.

Except as otherwise provided by law, all meetings of the Board shall be open to the public and all persons shall be permitted to attend any meeting.

SECTION 4.

EXECUTIVE SESSIONS.

The Board may hold Executive Sessions during regular or special meetings as provided by the Brown Act or other applicable laws.

SECTION 5.

AGENDA PREPARATION.

(a) Agenda preparation shall be under the supervision of the Clerk of the Board and shall be prepared, distributed and posted in accordance with these Rules. (Resolution No. 2002-26)

(b) All items to be placed on the agenda shall be presented to the office of the Clerk of the Board together with a properly completed cover sheet in a form provided by the Clerk not later than 12:00 Noon Thursday, 12 days preceding the regular meeting for which the agenda is prepared. Not later than 3:00 p.m. on the Wednesday preceding the meeting concerned, the Clerk of the Board shall place in each Supervisor's Board office mail box, deliver, or mail a copy of the agenda and back-up material to each member of the Board of Supervisors, each Supervisor-Elect, the Auditor, County Counsel, County Administrator, and the County Library. Additionally, a complete agenda packets shall be provided to the press and one shall be made available by the Clerk of the Board for public inspection. Copies of the agenda shall be provided to all other department heads and the news media by delivery, mail, or electronic media. In addition, a copy of the agenda shall be posted on the Courthouse bulletin board and one copy shall be posted on or near the door of the Board Chambers or place where the meeting is to be held. The agenda shall by 3:00 p.m. on the Wednesday preceding the concerned meeting be posted on the County website. (Resolution No. 2002-26)

(c) Agenda packets, with backup material, will be available for public review in the Board of Supervisors' office and the John Packard Library at 303 Second Street, Marysville, California. (Resolution No. 2002-26)

(d) In the event the Thursday, 12 days preceding the regular meeting is a legal holiday, all items to be placed on the agenda shall be presented to the office of the Clerk of the Board not later than 12:00 Noon on the Wednesday preceding the regular Thursday deadline. The Clerk of the Board shall prepare the agenda and mail and post copies not later than 3:00 p.m. Wednesday preceding the meeting concerned. (Resolution No. 2002-26)

(e) Agendas which are mailed shall be enclosed in a properly addressed and sealed envelope with postage thereon fully prepaid and posted in the United States Post Office or in the Government Center mail box at Marysville, California. (Resolution No. 2002-26)

(f) Notwithstanding the foregoing, the Chairman of the Board may direct that an addendum matter or matters be placed on an agenda at any time providing notice and posting can be accomplished as required by law. (Resolution No. 2002-26)

SECTION 6.**BOARD PROCEDURES.**

Section 6.1. Quorum. A quorum of the Board shall consist of not less than three (3) members.

Section 6.2. Election of Chairman and Vice-Chairman. A Chairman and Vice-Chairman of the Board shall be elected annually by the members as the first order of business at the first regular meeting held in January of each even-numbered year. In odd-numbered years the Board shall convene for such purpose at a special meeting to be held at 12:00 noon on the first Monday after January 1st succeeding the election of new members of the Board. Swearing in of new Board members shall be the first order of business at said meeting, followed by the election of a Chairman and Vice-Chairman. At the time set for the election, the Chairman shall surrender his gavel to the Clerk who shall act as Chairman pro tem and conduct the election. Immediately following the election, the newly elected Chairman and Vice-Chairman shall assume office. The term of the Chairman and Vice-Chairman shall be for one year or until the election of their successors.

Section 6.3. Presiding Officer. The Chairman shall preside and maintain order at all meetings. The Chairman shall be entitled to make or second a motion from the chair. He shall also have a vote on all questions presented to the Board for action.

Section 6.4. Regular Order of Business. The regular order of business shall be:

First	Pledge of Allegiance
Second	Roll Call
Third	Consent Agenda
Fourth	Special Presentations (when agendized)
Fifth	Public Communications
Sixth	County Departments
Seventh	Ordinances and Public Hearings
Eighth	Items of Public Interest
Ninth	Correspondence
Tenth	Board and Staff Members' Reports
Eleventh	Closed Session (when necessary)
Twelfth	Adjournment

Section 6.5. Approval of Minutes. The minutes of each session of the Board shall be approved by Board action. Approval shall be prima facie evidence of the accuracy and correctness of said minutes with required approval within two weeks in an Action Only format. (2/5/02 minute order)

Section 6.6. Priority of Business. Subject to the consent of the majority of all members of the Board, the Chairman shall control the order of consideration of agenda items. He shall designate the item or items on the agenda to be considered and shall direct the officer or department head concerned with the item to present the matter for the information of the Board and the public. The matter shall then be open for consideration. All questions relating to the priority of business or the consideration of any matter not on the printed agenda shall be decided by a majority, unless the law requires a super majority, without debate, provided that public hearings, bid openings, and other matters required by law to be considered at a time set by special order of the Board shall be heard at such time. After such special business has been concluded or otherwise disposed of, the Board shall resume consideration of the matter which was then pending before it. This provision does not and shall not be construed as restricting the public's right to comment as provided by law.

Section 6.7. Public Participation. Any person desiring to address the Board shall present a Request to Speak Card to the Clerk prior to the Call To Order. When recognized by the Chairman, the individual shall give his/her name and address to the Clerk. The accommodation of members of the public wishing to address the Board shall be under the direction and supervision of the Chairman. The Chairman may, in the interest of the facilitating of business of the Board, and avoidance of repetition, limit the amount of time which a person may use in addressing the Board.

When opposing delegations appear on any matter under consideration, the proponents shall have the privilege of being heard first and the opponents second. The proponents shall have the privilege of rebuttal and the opponents shall have the privilege of surrebuttal. Length of debate or appearance by any party may be reasonably limited by Board direction.

Whenever a debatable motion has been made and seconded, the debate on the question shall be limited to members of the Board to debate or discuss any motion pending before the Board. During the course of debate, any member of the Board may request information from any officer or employee of the County directly related to the question under debate.

SECTION 7.

CONDUCT OF BUSINESS

Unless otherwise required by law, business shall be conducted by Board action or Board direction.

Section 7.1. Board Action. Members of the Board shall vote viva voce (by the voice). The Chairman shall request that all in favor of the motion under consideration signify by simultaneously saying "aye" and those opposed signify by simultaneously saying "noe". Any Supervisor desiring to abstain from the vote shall declare, "I abstain". The responsibility of declaring the vote rests with the Chairman who shall indicate essentially that "the motion passes with negative votes by Supervisors _____ and _____ (if any)" or "the motion fails with affirmative votes by Supervisors _____ and _____ (if any)." The Chairman shall also note any abstentions.

The declaration of the Chairman shall be deemed to be accurate and conclusive unless one or more members immediately correct that declaration. In the event of doubt as to the vote, any member of the Board may cause a roll call vote to be taken. Such vote shall be taken by calling the roll of Supervisors in the ascending numerical order assigned to the respective supervisorial district.

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The names of Supervisors making and seconding motions shall be recorded and the Clerk shall enter in the minutes the vote of each member of any question.

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Section 7.2. Board Direction. All Board direction shall be subject to objection by any member of the Board. A Board direction shall be presumed to reflect general consent unless objected to at the time it is made. In the event of an objection, the matter shall be subject to Board action.

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Recesses shall be taken by Board direction or when called by the Chairman. Any member required to leave the chambers during a meeting shall ask the Chairman to be excused.

SECTION 9.

COMMITTEES.

Section 9.1. Committees. The Board may, with Board formal action and approval, recommend appointments to such other standing, advisory (Ad hoc) and special committees as it may deem necessary. *(Amended Resolution No. 2000-129)*

Section 9.2. Standing Committees. Standing Committees shall: a) consist of two Board Members; b) have continuing fixed responsibility for certain subject matter; c) have a meeting schedule set by the Board; and d) be subject to the Brown Act. *(Amended Resolution No. 2000-129)*

Section 9.3. Advisory (Ad hoc): Advisory (Ad hoc) Committees shall consist of two Board Members and: a) be of a limited duration; b) be assigned to perform a specific task; c) shall make their recommendation to the Board and immediately be dissolved without further Board action; and, d) are not subject to the Brown Act. *(Amended Resolution No. 2000-129)*

Section 9.4. Special Committees: Special committees may consist of one or two Board members and Staff members, as required, with an undetermined duration, assigned to address a matter under the jurisdiction of the Board, bring forth reports/recommendations, and may be subject to the Brown Act. *(Amended Resolution No. 2000-129)*

SECTION 10.

APPOINTMENTS TO SPECIAL BOARDS AND COMMISSIONS

- (a) Library Advisory Commission: One member.
- (b) Arts' Council. One member.
- (c) Area 4 Agency on Aging. One member.
- (d) Yuba Sutter Transit Authority: Two members
- (e) Five County JTPA North Counties Consortium Governing Board: One member.
- (f) Calif. State Association of Counties: One member.
- (g) CSAC Private Partnership Project: One member.
- (h) City/County Liaison Committee: Two members.
- (i) Local Agency Formation Commission: Two members.
- (j) Feather River Air Quality Management District Board: Two members.
- (k) Sacramento Area Council of Governments: One member.
- (l) Sacramento Mother Lode Regional Association of Supervisors: One member.
- (m) Chamber of Commerce Committee: One member.
- (n) Sierra-Sacramento Valley Emergency Medical Services: One member.

- (o) Emergency Medical Care Commission: One member.
- (p) Bi-County Transportation Authority: One member.
- (q) Regional Council of Rural Counties: One member.
- (r) Sacramento Area Commerce and Trade Organization: One member.
- (s) Regional Waste Management Authority: One member.
- (t) Beale Community Council: Two members.
- (u) Bi-County Substance Abuse Advisory Board: One member.
- (v) First 5 Yuba Commission: One member.
- (w) National Association of Counties: One member.
- (x) Peach Tree Clinic Board of Directors: One member.
- (y) SACTO Area Commerce and Trade: One member.
- (z) Bi-County Mental Health Board: One member.
- (aa) Yuba Sutter Economic Development Corporation: Two members.
- (bb) Yuba County Children's Council: One member.

The Board shall make an appointment to such other boards or commissions as are created by law, ordinance, resolution, or agreement in accordance with the requirements of such law, ordinance, resolution, or agreement.

SECTION 11.

SUSPENSION OF RULES.

Any rule herein adopted not made mandatory by law may be suspended by a four-fifths vote of the members of the Board. A motion to suspend any rule shall be debatable.

SECTION 12.

ROBERT'S RULES OF ORDER.

The provisions of Robert's Rules of Order shall govern the Board in all cases to which they are applicable and which are not inconsistent with the rules adopted herein or with any rule made mandatory by law.

SECTION 13.

EMERGENCY AND NON-SCHEDULED MATTERS.

Nothing herein set forth shall prevent the Board, with the consent of a majority of all Board members, unless the law requires a super majority, from considering emergency and non-scheduled matters at any time during a regular meeting.

SECTION 14.

PRIOR RULES ANNULLED.

All rules and procedures for the government of the Board of Supervisors, the preservation of order, and the transaction of business heretofore adopted by the Board are declared annulled and set aside.

SECTION 15.

EFFECTIVE DATE.

The rules and procedures herein adopted shall be effective as of the date of the adoption hereof, and shall remain in full force and effect until otherwise modified or amended to the extent permitted by law.

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The County of Yuba

Office of Clerk of the Board of Supervisors

390-0916
(390-0916) Reapp... - 1 of 2



To: Board of Supervisors

From: Donna Stottlemeyer, Clerk of the Board 

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

Date: September 13, 2016

Recommendation

Reappoint Mr. James Purcell as a Resident Representative to the Plumas Lake Specific Plan Design Review Committee term ending September 13, 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. Purcell's term. Mr. Purcell has served on the committee since August 2014 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

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

AUGUST 9, 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, Roger Abe, and Randy Fletcher. Supervisor Griego was absent. 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 Fletcher
- 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: Andy Vasquez SECOND: Randy Fletcher

AYES: John Nicoletti, Andrew Vasquez, Roger Abe, Randy Fletcher

NOES: None ABSENT: Mary Jane Griego ABSTAIN: None

A. Board of Supervisors

1. (325-0816) Approve Amended and Restated Joint Exercise of Powers Agreement between Sutter, Nevada, Yuba and Colusa Counties, and the Cities of Live Oak, Yuba and Colusa for the purpose of creating a Regional Housing Authority and authorize Chair to execute. Approved.

B. Clerk of the Board of Supervisors

1. (326-0816) Reappoint Norbert Kominsky to Assessment Appeals Board as a Representative with a term to end September 2, 2019. Approved.
2. (327-0816) Reappoint Ruth Mikkelsen to Browns Valley Cemetery District as a Director with a term to end August 22, 2020. Approved.
3. (328-0816) Approve minutes of the meeting of July 19, 2016. Approved as written.

C. Community Development and Services

1. (329-0816) Accept Montrose Unit 4 Improvements project as complete, authorize release of Performance Bond (#PB00535000052), Tract Map 2014-0001 and file a Notice of Completion. Approved.

D. Emergency Services

1. (330-0816) Adopt resolution proclaiming the existence of ongoing local drought emergency in Yuba County pursuant to Government Code 8630. Adopted Resolution No. 2016-70, which is on file in Yuba County Resolution Book No. 47.

E. Probation

1. (331-0816) Approve three agreements with Marysville Joint Unified School District (MJUSD) for Probation and Schools Success Program (PASS) for Deputy Probation Officers and/or Intervention Counselors and authorize Chair to execute. Approved.

F. Sheriff-Coroner

1. (332-0816) Approve Letter of Understanding with BGE Yuba to provide supplemental law enforcement services at Toyota Amphitheater. Approved.

IV. PUBLIC COMMUNICATIONS:

- Ms. Heidi Grossman - Cannabis raids by law enforcement
- Mr. Brook Hilton - Regulation and cultivation of medical marijuana

Supervisor Griego joined the meeting at 9:33 a.m.

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

- A. (333-0816) Public Hearing - Hold public hearing and adopt resolution amending Recology Yuba-Sutter Collection Service Agreement for associated 1.18% rate increase adjustment for Rate Year 2017, effective October 1, 2016. (Ten minute estimate) County Administrator Robert Bendorf recapped rate adjustments, rate year increases and the designation of the County Administrator as the contract administrator. Mr. Bendorf responded to Board inquiries.

Recology General Manager Mike Leggins recapped operational efficiencies and determination of routes based on volume.

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

MOTION: Moved to adopt

MOVED: John Nicoletti, SECOND: Andy Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

Adopted Resolution No. 2016-71, which is on file in Yuba County Resolution Book No. 47.

- B. (317-0716) Ordinance - Hold public hearing, waive reading, and adopt ordinance adding Chapter 3.26 Training of District Attorney Investigators to accept Standards for recruitment and training of Peace Officers established by Commission on Peace Officers Standards and Training to the Yuba County Ordinance Code. (Law and Justice Committee recommends approval) (Second Reading) (Roll Call Vote) (Ten minute estimate) District Attorney Patrick McGrath recapped POST training requirements and benefits, and responded to Board inquiries.

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

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

MOVED: John Nicoletti SECOND: Andrew Vasquez

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

NOES: None ABSENT: None ABSTAIN: None

By roll call vote, adopted Ordinance No. 1557, which is on file in Yuba County Ordinance Book No. 25.

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

- A. (334-0816) Letter from Yuba County Auditor enclosing Independent Audit of the financial records for Linda Fire Protection District for year ending June 30, 2015. Received.
- B. (335-0816) Three notices from California Fish and Game Commission on proposed regulatory actions relating to Upland Game Bird Special Hunt, Nongame Animals General Provisions, proposed 90-day extension of emergency action relating to Dungeness Crab and Rock Crab Fisheries. Received.
- C. (336-0816) Notice from Nevada Joint Union High School District enclosing Resolution No. 43-15/16 ordering an election and establishing specifications of the Election Order adopted on June 29, 2016 calling for a November 8, 2016 local bond election. Received.
- D. (337-0816) Notice from Browns Valley Irrigation District regarding 2015 Agricultural Water Management Plan. Received.
- E. (338-0816) Notice from Federal Energy Regulatory Commission regarding Project Consultation with United Auburn Indian Community. Received.
- F. (339-0816) Notice from Wheatland City Council enclosing Resolution No. 16-16 requesting consolidation of City Election with the November 8, 2016 Statewide Election. Received.
- G. (340-0816) Notice from City of Marysville enclosing Resolution No. 2016-39 ordering a General Municipal Election, a measure on a ballot to impose Cannabis Business Tax and requests consolidation with the November 8, 2016 local bond election. Received.

VII. BOARD AND STAFF MEMBERS REPORTS:

Supervisor Griego: Memorial Adjournments: Ms. Bertha Edwards and Mr. Gregory Straolzini

Supervisor Fletcher - Meetings attended:

- July 27 Forbestown Museum Dinner
- August 8 Yuba County Water Agency Workshop
- August 3 Children's Council meeting
- August 3 Swearing in ceremony for Yuba County Superintendent of Schools
- August 4 Yuba County Water Agency Ad hoc meeting
- Memorial Adjournment – Mr. Craig G. Hall

Supervisor Abe:

- July 30 Plumas Lake Block party
- August 1 North Central Counties Consortium meeting
- August 3 Swearing in ceremony for Yuba County Superintendent of Schools
- August 3 LAFCO meeting elected Chair for 2016/2017
- August 4 Yuba Sutter Fair opening ceremony
- August 6 Yuba Sutter Fair Junior Auction

County Administrator Robert Bendorf:

- Received Board consensus to send letter of opposition for AB 1066 Agricultural workers: wages, hours, and working conditions
- August 16 and 17 Budget Workshops
- Received Board consensus to accept position on Homeless Taskforce with CSAC and League of Cities

Supervisor Nicoletti: August 14 parade and celebration for 2016 Olivehurst Linda District 2 All Stars and Team West United States World Series participants, 2016 Peach Bowl District 2 all Stars and Northern California State Champions, and 2016 Marysville Minors District 2 All Stars and Northern California Minors All Stars State

VIII. CLOSED SESSION: The Board retired into closed session at 10:10 a.m. and returned at 1:35 p.m. with all members present as indicated above.

- A. Conference with Real Property Negotiator Pursuant to Government Code 54956.8 - Property: APN 019-270-040 Goldfields Parkway (Owner Menconi, Hal Jr.) Negotiating Parties: Mike Lee Negotiations: Terms of Price By unanimous vote the Board gave terms and conditions
- B. Pending litigation pursuant to Government Code 54956.9(d)(1) - Rackley vs. County of Yuba By unanimous vote gave staff direction
- C. Pending litigation pursuant to Government Code 54956.9(d)(1) - Fellowship of Friends vs Yuba County Staff was given direction.
- D. Personnel pursuant to Government Code 54957.6(a) - Labor Negotiations DSA/County of Yuba Staff was given direction.
- E. Personnel pursuant to Government Code 54957(b)(1) - Public Guardian-Conservator By unanimous vote the Board gave authority.

IX. RECESS: The Board returned at 1:35 p.m. with all members present as indicated above.

1:30 P.M. SPECIAL BOARD WORKSHOP Regional Waste Administration jurisdictional workshop. (No background) (1.5 hour estimate)

Regional Waste Management Director Keith Martin recapped contracting with Sloan Vasquez McAfee for surveys and workshops relating to collection services and solid waste management.

Ms. Carissa McAfee presented a PowerPoint presentation outlining the following

- Collection Service Areas (CSA)
- New Collection Service Agreements
- Options

- Extend Current CSA with no changes
- Negotiate new service agreement prior to the end of the current agreement
- Conduct competitive procurement in 2018

Mr. Joe Sloan responded to inquiries regarding providing an opportunity for both the county and the contractor to enter into negotiations.

The following individuals spoke:

- ♦ Mr. Scott Kunis
- ♦ Mr. Mike Leggins
- ♦ Mr. Richard Hobbs
- ♦ Mr. Kelly Purdom

ADJOURN: 2:40 p.m. in honor of Ms. Bertha Edwards, Mr. Gregory Straolzini, and Mr. Craig G. Hall.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba

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

AUGUST 16, 2016 – MINUTES



I. ROLL CALL: Call to order 8:30 a.m. with Supervisors Vasquez, Nicoletti, Abe, and Fletcher present. Supervisor Griego absent.

II. RECEIVE INFORMATION ON DEPARTMENT BUDGET FOR FISCAL YEAR 2016/2017

A. (342-0816) Treasurer-Tax Collector: Treasurer-Tax Collector Dan Mierzwa provided a PowerPoint presentation recapping the following:

- ♦ Treasury Participants and Pool Characteristics
- ♦ Pool returns
- ♦ Transactions Processed
- ♦ Tax Collector
- ♦ Assessed value distribution
- ♦ Collection rates
- ♦ Defaulted properties
- ♦ Delinquent Taxes/Payment Plans
- ♦ 2016/2017 Budget Revenue Summary
- ♦ Current Legislation

Supervisor Griego joined the meeting at 8:45 a.m.

Mr. Meirzwa responded to inquiries.

B. (343-0816) Child Support Services: Director Tina Taylor recapped the following and responded to inquiries:

- ♦ Services provided
- ♦ Community events
- ♦ April 25 Child Support Day
- ♦ Federal Performance Measures
- ♦ Legal staff and review of processes/procedures
- ♦ Case load
- ♦ Funding and position allocations

C. (344-0816) Human Resources and Organizational Services: Director Jill Abel and Assistant Director Karen Fassler provided a PowerPoint presentation recapping the following and responded to inquiries:

- ♦ Services provided
- ♦ Accomplishments
- ♦ Reporting deadlines
- ♦ Workforce Analysis
- ♦ New Employee Assistance Program

- ♦ Recruitment, Selection, Retention
 - ♦ Employee and Labor Relations
 - ♦ Pending legal issues
 - ♦ Goals for upcoming fiscal year
- D. RECESS TO 10:30 A.M.: The Board recessed at 10:05 a.m. and reconvened at 10:31 a.m. with all present.
- E. (345-0816) Bi-County Farm Advisor: Director Janine Hasey provided a PowerPoint presentation recapping the following and responded to inquiries:
- ♦ Salaries and funding sources
 - ♦ Economic development/Agriculture industry
 - ♦ Farm Advisor activities
 - ♦ Master Gardener Program
 - ♦ CalFresh Nutrition Program
 - ♦ 4-H Youth Development Program
 - ♦ Rice Advisor Whitney Brim-DeForest
 - ♦ Vegetable Crops Advisor Amber Vinchesi
 - ♦ Upcoming recruitments
- F. (346-0816) Clerk/Recorder: Clerk/Recorder/Registrar of Voters Terry Hansen recapped the following and responded to inquiries:
- ♦ Realignment of positions and recruitments
 - ♦ Temporary staff during election process
 - ♦ Status of November election
 - ♦ Vote by mail ballot
 - ♦ Recording statistics
- G. (347-0816) Auditor-Controller: Auditor-Controller Rich Eberle recapped the following and responded to inquiries:
- ♦ Financial reporting and audits
 - ♦ Time Studies/Time Sheet vendor review
 - ♦ Training for departments
- H. LUNCH RECESS TO 1:00 P.M.: The Board recessed at 11:29 a.m. and returned at 1:13 p.m. with Supervisors Vasquez, Abe and Fletcher present.
- I. (348-0816) Information Technology (Thirty minute estimate) Director Paul LaValley provided a PowerPoint presentation recapping the following and responded to inquiries:
- ♦ Use of phones and tablet devices
 - ♦ Computer Based Services/Cloud Storage/Security
 - ♦ Business applications
 - ♦ Migration to new technology
- J. (349-0816) Bi-County Mental Health: Director Tony Hobson provided a PowerPoint presentation recapping the following and responded to inquiries:
- ♦ Patients Serviced – 5,988
 - ♦ Allocated Positions - 187
 - ♦ Revenues and Expenditures
 - ♦ Funding Sources - No General Fund

- ♦ Direct Services cost per population
- ♦ Service locations
- ♦ Prevention and Early Intervention Programs

Supervisor Griego joined the meeting at 1:54 p.m.

- K. (350-0816) County Counsel: County Counsel Angil Morris-Jones provided a PowerPoint presentation recapping the following and responded to inquiries:
- ♦ Legal requests
 - ♦ Human Resources services provided
 - ♦ Juvenile Appeals and Court Appearances
 - ♦ Indian Child Welfare Act
- L. (351-0816) Public Guardian: Public Guardian Asha Davis provided a PowerPoint presentation recapping the following and responded to Board inquiries:
- ♦ Mission and target population
 - ♦ Criteria for services
 - ♦ Statistics of clients served
 - ♦ State Funding
 - ♦ Public Guardian fees and reimbursements
 - ♦ Revenue Summary and Projections
- M. (352-0816) Board of Supervisors/Clerk of the Board: Clerk of the Board Donna Stottlemeyer recapped the following and responded to inquiries:
- ♦ Board Memberships, Contracts, Travel
 - ♦ Agenda management
 - ♦ Activities and Goals
- N. RECESS TO 8:30 A.M. AUGUST 17, 2016: Call to order at 8:34 a.m. with Supervisors Vasquez, Abe, and Fletcher present.
- O. (353-0816) District Attorney/Probation/Sheriff-Coroner: Chief Probation Officer Jim Arnold recapped the following and responded to Board inquiries:
- ♦ Funding Sources
 - ♦ Staffing levels
 - ♦ Partnership with Friday Night Live
 - ♦ Parole realignment and Day Reporting Center
 - ♦ Victim Services relocation in September

Sheriff Steve Durfor recapped the following and responded to Board inquiries:

- ♦ Budget Impacts
 - ♦ Retirements
 - ♦ Staff Promotions
- Vacancies and recruitments

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

- ♦ Staffing and retirements
- ♦ POST Compliance
- ♦ Case Management System
- ♦ Migration of Data

P. (354-0816) Agricultural Commissioner: Agricultural Commissioner Steve Scheer provided a PowerPoint presentation recapping the following and responded to inquiries:

- ♦ 2015 Crop Report
- ♦ Leading Agricultural Commodities
- ♦ Products of Export
- ♦ Revenue Sources
- ♦ Exports, Permits, and Farmer's Market Certificates
- ♦ Workload Indicators

Assistant Agricultural Commissioner Todd Quist recapped the Weights and Measures program and responded to inquiries.

Q. (355-0816) County Administrator/Office of Emergency Services: County Administrator Robert Bendorf recapped the following and responded to inquiries:

- ♦ Staffing and Core Administrative Functions
- ♦ Legislative Tracking and Public Information
- ♦ Emergency Services and Operations
- ♦ Economic Development
- ♦ Organizational Review

Supervisor Fletcher left the meeting at 9:55 a.m.

Emergency Operations Manager Scott Bryan recapped the following and responded to inquiries:

- ♦ Flood management plans for reclamation districts
- ♦ Training for emergency preparedness
- ♦ Update of Emergency Operation Plan

R. RECESS TO 10:30 A.M.: The Board recessed at 10:20 a.m. and returned at 10:38 a.m.

S. (356-0816) Administrative Services: Director Doug McCoy recapped the following and responded to inquiries:

- ♦ ADA inspection of facilities
- ♦ Facility projects and remodels
- ♦ Custodial Services
- ♦ Purchasing and review of purchasing manual
- ♦ Security Request for Proposal
- ♦ Copier Leases
- ♦ Capital Projects - Sheriff and Juvenile Hall facilities
- ♦ Fleet Program
- ♦ Airport activities
- ♦ Financial changes and billings

T. (357-0816) Community Development and Services/Library: Director Kevin Mallen recapped:

- ♦ Management staff for the divisions
- ♦ Library accomplishments, goals, and Saturday hours
- ♦ Code Enforcement activities - Marijuana cultivation enforcement, homeless cleanup
- ♦ Building activities
- ♦ NSP program wrap-up
- ♦ CDBG loan accounting review

Public Works Director Mike Lee recapped:

- ♦ Feather River Boulevard and State Route 70 Overpass recognition
- ♦ Upcoming projects in East Linda, Olivehurst, and rural areas
- ♦ Budget Considerations and Revenue Trends

Environmental Health Supervisor Clark Pickell recapped:

- ♦ Improvements to Public Water Systems
- ♦ Food Sanitation Program
- ♦ Onsite wastewater treatment systems

Principal Planner Kevin Perkins recapped:

- ♦ Development Code and Zoning Map updates
- ♦ Streamlining of Planning Entitlement Process
- ♦ Upcoming Recology Ostrom Road Projects

Supervisor Nicoletti joined the meeting at 11:25 a.m.

Project Manager Jason Kopping recapped changes to the Trakit system for managing land use for local governments

U. (358-0816) Health and Human Services: Director Jennifer Vasquez provided a PowerPoint presentation recapping the following and responded to inquiries:

- ♦ Employment Services
- ♦ Public Health
- ♦ Child Welfare Services
- ♦ Foster Care Services
- ♦ Adult Services
- ♦ Veteran Services
- ♦ Accomplishments

V. (359-0816) Assessor: Assessor Bruce Stottlemeyer recapped the following and responded to inquiries:

- ♦ Assessment Roll Values
- ♦ Local Roll History

III. ADJOURN: 12:38 p.m.

Chair

ATTEST: DONNA STOTTEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____

The County of Yuba

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

AUGUST 17, 2016 - MINUTES



- I. ROLL CALL: Call to order 12:38 p.m. with Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher. Supervisors Griego and Fletcher absent.
- II. CLOSED SESSION: The Board retired into closed session at 12:39 p.m. and returned at 1:00 p.m.
 - A. Pending litigation pursuant to Government Code §54956.9(d)(4) - Two Cases One case withdrawn from discussion. One case direction given.
 - B. Pending litigation pursuant to Government Code §54956.9(d)(1) regarding:
 - i. Mounts vs. County of Yuba et al Referred to malpractice carrier by unanimous vote
 - ii. Fellowship of Friends vs. County of Yuba By unanimous vote authorization given
 - C. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations DSA/County of Yuba No report.
- III. ADJOURN: 1:01 p.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

AUGUST 23, 2016 - MINUTES



- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Nicoletti
- II. ROLL CALL – Call to order at 9:30 a.m. with Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher present.
- III. CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine and can be enacted in one motion.

MOTION: Move to approve 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. Administrative Services

1. (360-0816) Approve First Amendment to License Agreement with CommSites West, LLC for radio towers on Oregon Peak and authorize Chair to execute. Approved.

B. Clerk of the Board of Supervisors

1. (361-0816) Approve minutes of the meeting of July 26, 2016. Approved as written.

C. Clerk Recorder-Elections

1. (362-0816) Adopt resolution ordering consolidation of elections for school districts, special districts and cities with November 8, 2016 General Election. Adopted Resolution No. 2016-72, which is on file in Yuba County Resolution Book No. 47.

D. Community Development and Services

1. (363-0816) Reject all Bids for Ella Elementary Safe Routes to School Project 7th Avenue from Olivehurst Avenue to Powerline Road and authorize re-advertisement. Approved.

E. Emergency Services

1. (364-0816) Adopt resolution authorizing Director and Operations Manager of Emergency Services to apply for and submit all necessary documents to receive and/or administer Fiscal Year 2016 State Homeland Security Grant Fund. Adopted Resolution No. 2016-73, which is on file in Yuba County Resolution Book No. 47.

2. (365-0816) Adopt resolution proclaiming the existence of ongoing local drought emergency in Yuba County pursuant to Government Code §8630. Adopted Resolution No. 2016-74, which is on file in Yuba County Resolution Book No. 47.

F. Health and Human Services

1. (366-0816) Approve agreement with California Department of Health Care Services for Medi-Cal Data Privacy and Security, authorize Chair to execute. Approved.
2. (367-0816) Adopt resolution accepting \$322,492 from California Work Opportunity and Responsibility to Kids (CalWORKS) Housing Support Program for Fiscal Year 2016-2017, authorize Chair to execute agreements, amend documents and accept funds as required. Adopted Resolution No. 2016-75, which is on file in Yuba County Resolution Book No. 47.
3. (368-0816) Adopt resolution authorizing agreement with California Department of Aging for the Multipurpose Senior Services Program Grant in the amount of \$222,820. for the period of July 1, 2016 through June 30, 2017, authorizing Chair to accept funds and execute all documents upon approval of County Counsel as required. Adopted Resolution No. 2016-76, which is on file in Yuba County Resolution Book No. 47.

G. Human Resources

1. (369-0816) Adopt resolution rescinding Resolution No 2016-67 and adopting resolution Classification System Basic Salary/Hourly Schedule in its entirety effective July 1, 2016. Adopted Resolution No. 2016-77, which is on file in Yuba County Resolution Book No. 47.

H. Human Resources and Clerk Recorder

1. (370-0816) Adopt resolutions amending Classification System - Department Allocation Schedule and Basic Salary/Hourly Schedule as it relates to Clerk Recorder's Office effective September 1, 2016. Finance and Administration Committee recommends. Adopted Resolutions No. 2016-78 and 2016-79, which are on file in Yuba County Resolution Book No. 47.

I. Sheriff-Coroner

1. (371-0816) Approve Memorandum of Understanding with Sutter-Yuba Behavioral Health for Forensic Mental Health Specialist services to jail inmates and authorize Chair to execute. Approved.

IV. CLOSED SESSION The Board retired into closed session at 9:33 a.m. and returned at 9:53 a.m. with all members present as indicated above.

- A. Personnel pursuant to Government Code §54957.6(a) - Labor Negotiations DSA/County of Yuba By unanimous vote the Board gave authorization and direction.

V. SPECIAL PRESENTATION

- A. (385-0816) Present proclamation declaring September 2016 Hmong History Month. Supervisor Vasquez read and presented proclamation to Mr. Michael Vang and Mr. John Thao. Mr. Thao presented a pin and proclamation from Department of Defense to Supervisor Vasquez commemorating the 50th Anniversary of the Vietnam War.

VI. PUBLIC COMMUNICATIONS: None.

VII. COUNTY DEPARTMENTS

A. Administrative Services

1. (372-0816) Adopt resolution approving easement deed to Pacific Gas and Electric for small parcel at Yuba County Airport to accommodate the County's solar project and authorize Chair to execute Easement Deed. (Ten minute estimate) Director Doug McCoy recapped necessity for easement and responded to Board inquiries.

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

Adopted Resolution No. 2016-80, which is on file in Yuba County Resolution Book No. 47.

B. Board of Supervisors

1. (373-0816) Receive report from Fish and Game Ad Hoc Committee and provide direction/take action as appropriate. (Fifteen minute estimate) County Administrator Robert Bendorf provided a brief recap. Supervisor Randy Fletcher recapped meetings with commission members, and consensus of the ad hoc committee to suspend the commission and move forward with other options.

The following individuals spoke:

- Mr. Mike Boom, read a statement from Commission Chairman Christian Hogan
- Ms. Debbie Byrne

MOTION: Move to rescind Board Resolution [No. 1992-128] allowing for a Fish and Game Commission until such time an alternate program can be established

MOVED: Randy Fletcher SECOND: Andrew Vasquez
AYES: Andrew Vasquez, Roger Abe, Mary Jane Griego, Randy Fletcher
NOES: None ABSENT: None ABSTAIN: None

Mr. Bendorf advised he would work with Clerk of the Board office to notify commission members and, would bring recommendations to the Board on commission revenues.

C. Clerk of the Board of Supervisors

1. (374-0816) Approve purchase and implementation of agenda management software and annual maintenance with Provox Systems. (Ten minute estimate) Clerk of the Board Donna Stottlemeyer recapped selection of Provox program Agenda.net and responded to Board inquiries.

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

D. Community Development and Services

1. (375-0816) Authorize advertisement of bids for North Beale Road Phase 1 Project, Contract No. 2016-2227, approval of plans, specifications and estimate. (Ten minute estimate) Director Mike Lee recapped project costs and benefits, and responded to Board inquiries.

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

E. County Administrator

1. (376-0816) Approve attached Economic Development Agreement and Protocol Agreement between Greater Sacramento Area Economic Council and County of Yuba. Adopt resolution authorizing County Administrator to execute agreements. Appoint County Administrator or his designee to participate on Greater Sacramento Board of Directors. Designate Brynda Stranix, President/Chief Operating Officer of the Economic Development Corporation to serve as Yuba County's representative on the Economic Development Director's Taskforce. (Fifteen minute estimate) County Administrator Robert Bendorf recapped membership benefits and responded to Board inquiries.

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

Adopted Resolution No. 2016-81, which is on file in Yuba County Resolution Book No. 47.

2. (377-0816) Approve response to 2015-2016 Grand Jury Final Report and authorize Chair to execute. County Administrator Robert Bendorf provided a brief recap and responded to inquiries.

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

3. (378-0816) Approve a loan of \$700,000 to City of Marysville from Trust Fund 188 Countywide Traffic Impact Fees for a Public Works Project and authorize the Chair to execute. County Administrator Robert Bendorf recapped draft loan agreement and responded to Board inquiries.

The following individual spoke: Mr. Buck Weckman

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

F. Human Resources

1. 10:30 A.M. (379-0816) Receive update regarding the County Workforce Planning efforts and provide direction as appropriate. Municipal Resource Group Ms. Mary Egan provided a PowerPoint presentation recapping 2006 Workforce Planning efforts, examining 2016 findings, staffing issues, organizational gaps and opportunities; and development of action plan to anticipate transition for continuity of service. Ms. Egan responded to Board inquiries.

G. Human Resources/County Administrator

1. (380-0816) Approve benefits and application of such to Unrepresented Safety Management Classifications and adopt resolution amending Classification System - Base Salary/Hourly Schedule effective August 1, 2016. (Fifteen minute estimate) Director Jill Able provided a brief recap and responded to Board inquiries.

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

Adopted Resolution No. 2016-82, which is on file in Yuba County Resolution Book No. 47.

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

- A. (381-0816) Notice from California Regional Water Quality Control Board Central Valley Region Agenda on Public Meetings. Received.
- B. (382-0816) Two Notices from California Fish and Game Commission listing Lassics lupine, Townsend's big-eared Bat, Northern Spotted owl and Livermore tarplant as threatened or endangered. Received.

IX. BOARD AND STAFF MEMBERS REPORTS:

Supervisor Nicoletti: Memorial Adjournment - Mr. Francis "Frank" Bowes

Supervisor Griego:

- ♦ Memorial Adjournment - Ms. Sarah Wood
- ♦ SACOG Board of Directors meeting August 8, 2016
- ♦ Arts Council meeting

Supervisor Fletcher – Meetings attended:

- ♦ August 10 Sierra Nevada Conservancy
- ♦ August 12 Area 4 on Aging
- ♦ August 22 met with Sierra County Supervisor regarding foothill tree mortality and watershed issues

Supervisor Abe:

- ♦ August 17 Special Board meeting
- ♦ August 18 met with Enterprise Rancheria Casino
- ♦ August 18 Nevada County Consortium meeting
- ♦ Memorial Adjournment - Mrs. Shirley Murray

X. COST ACCOUNTING HEARINGS SCHEDULED AT 1:30 P.M. HAVE BEEN RESCHEDULED TO SEPTEMBER 20, 2016 AT 1:30 P.M.

- XI. CLOSED SESSION The Board retired into closed session at 11:50 a.m. and returned at 12:09 p.m. with all members present as indicated above.
- A. Pending litigation pursuant to Government Code 54956.9(d)(4) - One Case By unanimous vote the Board gave authorization.
- XII. ADJOURN: 12:10 p.m. in memory of Ms. Sarah Wood, Mrs. Shirley Murray, and Mr. Francis "Frank" Bowes.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By Rachel Ferris, Deputy Clerk

Approved: _____

The County of Yuba

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

SEPTEMBER 6, 2016 – MINUTES



Call to order 9:35 a.m. with Supervisors Andy Vasquez, John Nicoletti, Mary Jane Griego, and Roger Abe present. Supervisor Randy Fletcher was absent.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Griego
- II. ROLL CALL - Supervisors Vasquez, Nicoletti, Griego, Abe, Fletcher - Supervisor Fletcher absent.
- III. COUNTY DEPARTMENTS

A. Administrative Services

- 1. (386-0916) Adopt resolution making findings to invoke Emergency Procurement Provision under Public Contract Code §22050 authorizing Purchasing Agent to conduct emergency procurements services and agreements to support Yuba County Sheriff Project upon review and approval of County Counsel. (Ten minute estimate) Director Doug McCoy recapped the need to act quickly on asphalt, roofing, and constructions services needed prior to the end of construction period for the year and responded to Board inquiries.

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

Adopted Resolution No. 2016-83, which is on file in Yuba County Resolution Book No. 47.

Supervisor Nicoletti requested memorial adjournment in memory of Mr. Angelo Danna and Mr. William Sperbeck.

Supervisor Abe requested memorial adjournment in memory of Mr. John Gilbert.

- IV. ADJOURN: 9:39 a.m. in memory of Mr. Angelo Danna, Mr. John Gilbert, and Mr. William Sperbeck.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Approved: _____



YUBA COUNTY COMMUNITY SERVICES COMMISSION

TO: Board of Supervisors
FROM: Yuba County Community Services Commission
SUBJECT: Approve and adopt revised bylaws
DATE: September 13, 2016

Recommendation

Approve and adopt revised bylaws for the Yuba County Community Services Commission.

Background

Yuba County Community Services Commission bylaws indicate they may be amended by the Board of Supervisors after considering any recommendation by the Commission. The text of proposed amendments must be distributed to Commission members prior to the meeting at which such proposals will be considered.

Discussion

The Yuba County Community Services Commission made changes, which were reviewed and approved County Counsel Angil Morris-Jones, and approved by the Commission at their regular meeting on July 26, 2016.

Fiscal Impact

None

**YUBA COUNTY
COMMUNITY SERVICES COMMISSION
BYLAWS**

Reviewed by County Counsel June 2016
Approved by Commission July 26, 2016
Ratified by Board of Supervisors _____

**ARTICLE I
NAME**

The name of the organization shall be the Yuba County Community Services Commission, hereinafter referred to as the Commission.

**ARTICLE II
DUTIES**

A. Community Services Commission

The Commission shall serve as Yuba County's Community Action Board, advising and counseling the Yuba County Board of Supervisors on programs that affect the County's low income or otherwise disadvantaged citizens. The powers of the Commission shall be defined according to a Delegation of Powers Agreement approved by the Board of Supervisors, attached hereto and incorporated herein by reference. The Commission shall establish communications and working relationships with all public and private agencies and programs that impact on the human needs of low income or otherwise disadvantage citizens of Yuba County.

B. Executive Director

The Executive Director and all other staff allocated by the Board of Supervisors and appointed by the Executive Director shall be staff support to the Commission.

**ARTICLE III
RESPECTIVE POWERS OF GOVERNING AND ADMINISTERING BOARDS**

There shall be a yearly program agreed upon between the Commission and the Board of Supervisors. Allowances for the low income and reimbursement to members for expenses shall be outlined in the program, and shall be paid for with Community Services Block Grant (CSBG) funds. Mileage for travel to Commission meetings within Yuba County is not a reimbursable expense.

ARTICLE IV MEMBERSHIP

The membership of the Commission shall be fifteen (15) Commissioners. All must be residents of Yuba County. These members shall be derived from three sources: Private sector, Public sector, and Low Income sector. All members shall be seated in January following their respective election year, selection year or appointment year (except those filling vacancies); vacancies will be filled immediately following appointment by Community Services Commission and ratification by Yuba County Board of Supervisors.

A. Public Sector shall be comprised of five (5) members.

1. The Governing Board (Board of Supervisors) will have the option of designating themselves individually as members of this Commission or of appointing a representative.
2. Members of the Board of Supervisors serving on the Commission shall serve the length of their elected term of office. Members appointed by a member of the Board of Supervisors shall serve for the length of the term of that Board Member and at the pleasure of that Board member.

B. The Low Income Sector shall be comprised of five (5) members.

1. Individuals interested in serving as a representative of the low income sector on the Commission shall submit an application. Vacancies shall be publicly posted so that interested individuals have adequate time to file an application. All applicants shall be elected by the Commission members, and ratified by the Board of Supervisors.
2. The term of office shall be for four years. Term limits shall be no more than four consecutive terms.
3. In October of each selection year notice of vacancy shall be publicly posted so that interested individuals have adequate time to file an application.
4. In November of each selection year, the Commission shall consider applications from all individuals desiring to represent the Low Income Sector that County staff has verified qualify as low income person or low income agency representative. It shall be the responsibility of the Commission as a whole to select the Low Income Sector candidates.

C. The Private Sector shall be comprised of five (5) members.

1. They shall represent labor, business, or other public or private groups or Interests. No two members from this group shall represent the same organization or organizations serving the same goals. All members shall be elected by the Community Services Commission, and ratified by the Board of Supervisors.
2. The term of office shall be for four years. Term limits shall be no more than four consecutive terms.
3. In October of each selection year notice of vacancy shall be publicly posted so that interested individuals have adequate time to file an application.
4. In November of each selection year, the Commission shall consider applications from all individuals desiring to represent the Private Sector. It shall be the responsibility of the Commission as a whole to select the Private Sector candidates. The criteria used in making the selection of the Private Sector will include:
 - a. Ability to be a resource for the Commission to attain its goals.
 - b. Expertise, contacts and membership in or visibility in private sector interests or groups whose representation would likely assist the Commission in achieving its goals.
 - c. Experience in and knowledge of Yuba County.
5. The Yuba County Board of Supervisors shall ratify, in a formal confirmation, individuals selected by the Commission to be representatives of the Commission's Private Sector.

D. Voting Rights/Quorum at Commission Meetings

1. Each Commissioner shall be a voting member, as stipulated in Robert's Rules of Order, Revised.
2. All voting must take place at meetings. 1/3 of the seated commissioners shall constitute a quorum. A majority vote of the quorum is necessary to carry a motion. There shall be no proxy voting.

E. Vacancies

If a seat is declared vacant by resignation, death, or removal under Section F below, the following action shall take place to fill the seat for the length of the original term.

1. Vacancies in the Public Sector will be filled by the Board of Supervisor member entitled to make that appointment.
2. Vacancies, in the Low Income Sector shall be filled by the appointment from the Low Income Representative applications received, by a vote of the Commission.
3. Vacancies in the Private Sector will be filled by publicly posting notices of such vacancies. The Commission shall then select a replacement from those applications received or already on file.
4. A person filling an unexpired term of 50% or more shall be considered serving one full term and less than 50% shall be considered serving no term.

F. Removal of Commissioner

Any Commissioner may be removed from the Commission for the following grounds:

- (1) There exists a conflict of interest.
- (2) The member misses three (3) regular meetings in a row without notification. Notice of possible removal from the Commission will be sent to the member after two (2) missed meetings, without notification.
- (3) During a calendar year the member misses more that 50% of the regular meetings that are held.
- (4) Conduct unbecoming a representative of the County or interference with or obstruction of the goals of the Commission.

A Commissioner may be removed through the following procedures:

1. Public Sector
 - a. Members representing the Public may be removed from the Commission by the Yuba County Board of Supervisors.
 - b. In the event the problem is not resolved, the Commission may instruct that a letter be sent to the Board of Supervisors requesting resolution of

the matter within thirty (30) days.

- c. The Commission may not declare a Public Sector seat vacant but it may however, send a letter requesting assistance from the Board of Supervisors to help resolve the issue.

2. Private Sector

- a. In the event that the problem is not resolved, a letter will be sent to the Private Sector member requesting resolution of the problem within 30 days.
- b. In the event that a resolution to the problem is not achieved within thirty (30) days, the commission may declare the seat to be vacant and will commence reviewing requests to fill that seat from other Private Sector applications in accordance with these Bylaws.

3. Low Income Sector

- a. In the event that the problem is not resolved, a letter will be sent to the Low-Income Sector member requesting resolution of the problem within 30 days.
- b. In the event that a resolution to the problem is not achieved within thirty (30) days, the Commission may declare the seat to be vacant and will commence reviewing requests to fill that seat from other Low Income Sector applications in accordance with these Bylaws.

ARTICLE V
OFFICERS

- A. The officers of the Commission shall be: the Chair, Vice-Chair, and Secretary/Treasurer. A Vice-Chair and Secretary/Treasurer shall be elected by the Commission during the month of December each year. The Vice-Chair shall succeed to the office of Chair the following January. Any number of offices may be held by the same person, except that the secretary/treasurer may not serve concurrently as the Chairperson.
- B. The Chair shall preside at all Commission meetings and Executive Committee meetings; be the Ex Officio member of all committees, appoint chair of all committees with the ratification of the Commission.
- C. The Vice-Chair shall act as an aide to the Chair and shall perform the duties of the Chair

in his/her absence. If the Chair, shall become vacant the Vice-Chair shall accede to that office.

C.1 The Secretary/Treasurer shall keep or cause to be kept, at YCCSC's principal office or such other place as the board may direct, a book of minutes of all meetings, proceedings, and actions of the board. The Secretary/Treasurer shall also keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of YCCSC financial transactions.

- D. The Chair shall review and sign the minutes of the Commission meetings.
- E. In the absence of the Chair and Vice-Chair, a temporary Chair shall be elected from the Commission to preside over that meeting.
- F. Election of Officers
 - 1. A nominating committee consisting of three members, one from each of the three (3) Commission membership sectors, shall be appointed by the chair. The committee shall present a suggested slate of officers to the Commission at the last regular meeting of the year.
 - 2. Nominations may be made from the floor at the last regular meeting of the year.
 - 3. Elections shall be held at the last regular meeting of the year by secret ballot as the last order of business on the agenda. A majority of the ballots cast shall elect.
 - 4. Officers shall assume duties and responsibilities for a term of one (1) year, beginning with the first regular Commission meeting of the new year.

ARTICLE VI MEETINGS

- A. The Commission shall schedule regular meetings to be held a minimum of six (6) times a year, or as required. The regular date, time, and location shall be agreed upon by a quorum of the Commission and thereafter noticed in accordance with the Brown Act.
- B. Special meetings of the Commission may be called:
 - 1. By the Executive Director
 - 2. Upon request of the Board of Supervisors.

3. Upon request, in writing, by a majority of the total membership.

All Commission members and public media in Yuba County shall be sent written notice in sufficient time to be received 24 hours prior to the date and time of the special meeting. The notice shall state the purpose for which the special meeting has been called including time, place, and date of the meeting.

- C. All public meetings of the Commission shall be held at a time and place convenient and open to the public. Public Notice of each meeting shall state the time and place at which the meeting shall be held. Notice of Meetings shall be given by:
 1. Posting a copy of the agenda at the County Center and at the county library.
 2. Forwarding a formal notice to:
 - a. Each person who has submitted a written request for copies of such notices, or who has requested time on the agenda.
 - b. All Commission members.
- D. Each meeting shall be held at the time and place set forth in the notice of meeting. In the event the meeting cannot be completed on that date, it may be adjourned to a later time or day without notice other than the announcement of the place, day, and time by the presiding officer and the posting of that information at the Yuba County Center, and the county library.
- E. Each meeting shall be in conformity with the Ralph M. Brown Act.
- F. Minutes shall be kept of all meetings and shall include a record of votes on all motions.
- G. Meetings shall be conducted according to Robert's Rules of Order.
- H. Persons desiring to speak will be heard when recognized by the Chair. The Chair shall firmly protect the right of recognized speakers to be heard without interruptions from other Commission members or persons in the audience.

ARTICLE VII EXECUTIVE COMMITTEE

- A. The Executive Committee shall consist of the Commission's Officers (Chair, Vice-Chair, and Secretary/Treasurer) and any additional members appointed by the Chair.

- B. The Executive Committee shall have the authority to take emergency action, representing the entire Commission, on proposals or other matters of routine and ordinary business to meet a required deadline prior to the next Commission meeting, only if a special meeting is not feasible.
- C. At any meeting of the Executive Committee, the quorum to conduct business shall be a majority of the Executive Committee. Each member of the Executive Committee must be notified in advance by any means. Meetings may be conducted by conference call, so long as all members participating in the meeting and the public attending the meeting can hear one another.
- D. An Executive Committee meeting shall be held at the Chair's request or that of any three (3) members of the Executive Committee.

ARTICLE VIII STANDING COMMITTEES

- A. Standing Committee Chair shall be appointed by voluntary action, if full membership is not realized then the Commission Chair shall appoint sufficient to attain full membership of six (6).
- B. Members of the Standing Committees shall be appointed by the Commission Chair.
- C. Program Committee
 - 1. Membership shall be composed of six (6) members and shall have equal representation from the public, private and low income sectors.
 - 2. This Committee shall:
 - a. Be a resource for the Department's staff and be responsible for reviewing and evaluating the goals, programs and accomplishments of the Commission, as needed.
 - b. In conjunction with Department staff, develop a proposed yearly work program and budget.
- D. The Grant application committee shall consist of all members of the commission.

ARTICLE IX ADVISORY COMMITTEES

- A. The Commission may develop advisory committees to evaluate community needs, programs, and social systems, and to carry out other assignments given by the Commission or the Board of Supervisors.
- B. The Chair of an Advisory Committee shall be a Commissioner, appointed by the Commission Chair. The Chair of an Advisory Committee may appoint committee members either from the community at large or from the Commission.

ARTICLE X AD HOC COMMITTEES

- A. The Commission shall authorize the establishment of Ad Hoc Committees as needed.
- B. The Chair shall appoint a Chair for each Ad Hoc Committee. The balance of the committee shall be voluntary, unless full complement is not attained in which circumstance the Commission Chair shall complete the number needed, with at least one member from each sector membership.

ARTICLE XI AVAILABILITY OF BOOKS AND RECORDS

All published material and financial records not otherwise restricted by laws are available for public inspection during established working hours in accordance with the Public Records Act.

ARTICLE XII AMENDMENTS

These Bylaws, Powers, Standing Rules, and Rights of Commission members may be amended by the Board of Supervisors after considering any recommendation by the Commission. The text of proposed amendments must be distributed to Commission members prior to the meeting at which such proposals will be considered.

ARTICLE XIII STANDING RULES AND POLICIES

- A. It shall be the responsibility of the Commission to develop the necessary rules and policies for the implementation and clear conduct of obligations set forth in these Bylaws.
- B. Procedures for conduct of business not specifically covered by these Bylaws shall be conducted according to The Brown Act and Robert's Rules of Order, Newly Revised.

THE YUBA COUNTY COMMUNITY SERVICES COMMISSION POWERS

The powers of the commissions shall be to share (with the Yuba County Board of Supervisor) in the development of the following:

- A. Policies and procedures which assess or evaluate and prioritize the needs of low income, near poor and poor residents of Yuba County,
- B. Community Action Plan, establishing programmatic and service priorities or formulas for allocating CSBG revenues and resources, (as required by Community Services Department (CSD)),
- C. Policies and procedures with which to evaluate the abilities of local programs public and private to perform the tasks or provide the services established as priorities by the Yuba County Community Services Commission including performance criteria,
- D. A request for proposals; to establish a competitive process through which program objectives or service priorities are announced, proposals are solicited and contracts are let by the Commission,
- E. Programs, public and private, which improve or expand the delivery of services to low income residents of Yuba County,
- F. Grant applications generated through Grant Development Activities,
- G. Coordination activities designed to extend dollar use among our programs,
- H. Procedures and disciplinary action insuring that all programs funded with CSBG resources are in compliance with (1) CSBG guidelines (as defined by State CSD), (2) Commission goals or objectives and/or the conditions of each contract entered into with the Commission. The procedures shall include, but not be limited to the following:
 - 1. Warning that subcontractor is out of compliance or has failed to meet the conditions of their contract, five (5) days to respond,
 - 2. Agreement to correct or remedy the problem, no further action,
 - 3. Second warning that contractor is out of compliance and is unwilling to correct or remedy problem requires a hearing of Commission's program committee within ten (10) days of notification to contractors.

4. Finding that fraud has been perpetrated upon the Commission or that a subcontractor is out of compliance, subcontractor notified of action within five (5) days of hearing,
 5. Action: Depending on nature of infraction;
 - a. Disallowed funds returned to Commission or property seized and turned over to Commission,
 - b. Suspension of Grant until corrective action can be verified by Commission,
 - c. Termination of contract. Funds awarded to alternative program,
 - d. Legal action to recover disallowed funds.
 6. The Commission reserves the right to suspend funds immediately, if and when it suspects a fraud is being perpetuated against the Commission or if it perceives that clients are in any type or perceived danger.
- I. Commissioners shall be reimbursed for mileage, at the same rate as County employees, for approved attendance at meetings or conferences outside of Yuba County.
1. Expenses not allowed under CSBG Grant Guidelines will not be allowed to be reimbursed to Commission.
 2. Any member of the Commission may waive reimbursement or stipends at any time by not submitting a claim for reimbursement.

YUBA COUNTY COMMUNITY SERVICES COMMISSION THE EXECUTIVE DIRECTOR POWERS

The Executive Director of the Yuba County Community Services Commission is authorized to sign and execute all documents and to act in all matters outlined in these by-laws or enacted by the Commission.

The Executive Director or his/her designee shall be responsible for the development of all documents or reports outlined in the by-laws including, but not limited to:

- Demographic analysis
- Assessment of need
- Community Action Plan

- RFP
- State contract with CSD, Budget
- Negotiation of contracts including subcontractor performance criteria
- Monitoring reports and evaluations
- Close-out reports and budgets, and budget modifications
- Grant applications
- Disciplinary actions and procedures
- Payments, purchases and reimbursements
- Coordination activities

The Executive Director shall also have the authority to suspend, at any time, grant funds to any subcontractor who has grossly failed in carrying out the terms of their contract, placed client's life or property in danger, placed the County in a position of fiscal liability or is perceived by director to be perpetrating a fraud upon the County or the State.

GRIEVANCE OR APPEAL PROCEDURES

In the event that an Agency is unhappy with an administrative or policy decision made by the Director, CSC, or any staff connected with CSC/D, that agency may appeal such decision through the following process:

1. Agency will have 5 working days to submit a written appeal to the Director, clearly stating reasons for their appeal and a recommendation for desired solution.
2. The Director will have 10 working days in which to resolve the situation and render a decision.
3. If the agency is not satisfied with the Director's decision; they may, within 15 days, file a written appeal to the Chairman of the Commission with a copy to the Director.
4. The Chairman of the Commission will assign the appeal to an appropriate CSC sub-committee which will have 15 working days to render a decision.
5. In the event that the Agency is unhappy with the sub-committee's decision in the matter, they may file a complaint within 5 days to the Chairman of the Commission requesting action by the full Commission, in which the full Commission must render a decision within 30 days.
6. In the event that the Agency wishes to appeal the Commission's decision, they may within 15 days, submit it a written appeal to the Clerk of the Board of Supervisors. The appeal will be heard pursuant to Board of Supervisors adopted policies and procedures and the Yuba County Code requirements.

7. In the event that the Agency is not satisfied with the decision made by Board of Supervisors, they may appeal this decision to the California Department of Community Services and Development, 2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833. Telephone: (916) 576-7109.

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



(393-0916) Appro... - 1 of 2

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

September 13, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS 

SUBJECT: Approval of Plans, Specifications and Estimate and Authorization for Advertisement for Bids for Intersection Improvements at Olivehurst Avenue, Powerline Road and Chestnut Road Pending Authorization from Caltrans

RECOMMENDATION:

Approval of Plans, Specifications and Estimate and authorize the subject project for advertisement of bids, pending Caltrans authorization, with a tentative bid opening date of October 28, 2016. Specifications are available for review at Public Works.

BACKGROUND:

Multiple improvement projects have been completed, or are in the process of being completed, in the Olivehurst area. This roundabout project will provide a safer intersection, enhance pedestrian safety, construct sidewalks and improve drainage at the intersection of Olivehurst Avenue, Powerline Road and Chestnut Road. The project will be primarily funded with STIP funds.

DISCUSSION:

The work in general consists of constructing a roundabout by placing and/or replacing drain culverts and storm drains, placing curb, gutter, and sidewalk, hot mix asphalt overlay with pavement reinforcing fabric, and striping at the intersection of Olivehurst Avenue, Powerline Road and Chestnut Road. The engineer's estimate for construction of the project is \$1,100,000. The project is expected to be completed by September 2017.

COMMITTEE ACTION:

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

FISCAL IMPACT:

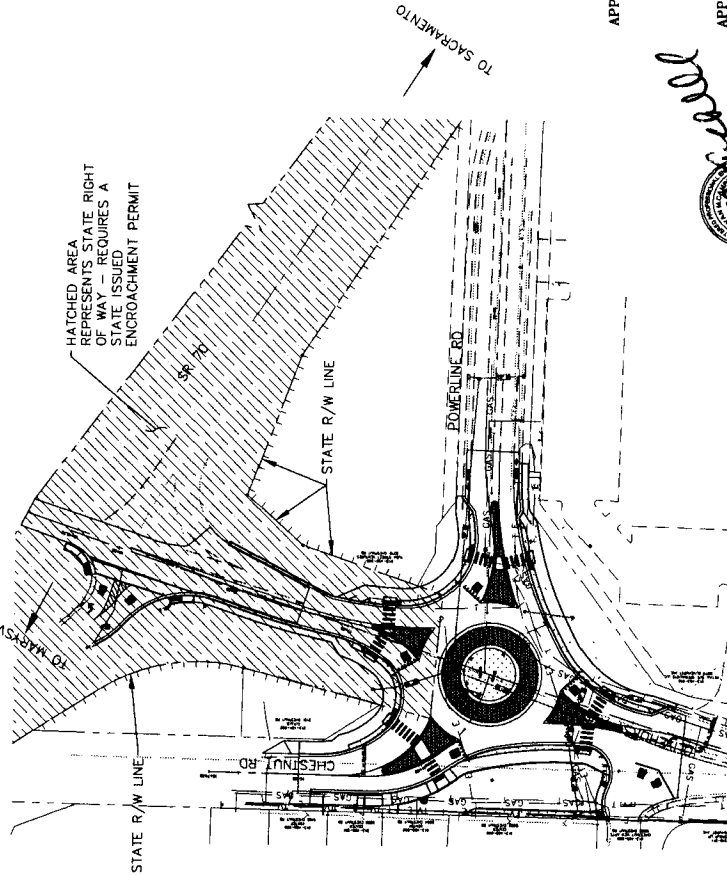
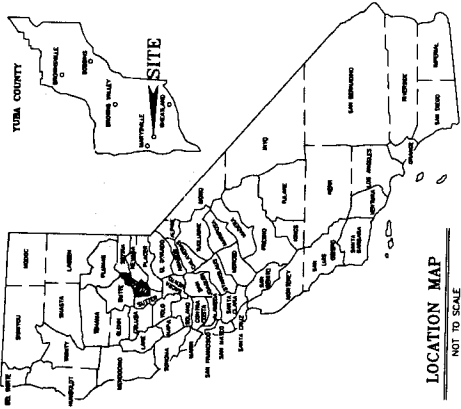
Construction of the project will be funded with \$717,000 of STIP funding with the remainder coming from Trust 188 and Traffic Impact Fees.

INDEX OF SHEETS

SHEET NO.	DRAWING	DRAWING TITLE
1	T-1	TITLE SHEET
2	T-2	GENERAL NOTES AND CONTACT LIST
3	T-3	CONSTRUCTION DETAILS
4	T-4	CONSTRUCTION DETAILS CONT.
5	D-1	DEMO AND UTILITY RELOCATION PLAN
6	C-1	PLAN & PROFILE - OLIVEHURST AVE 14+00 TO 19+42.18
7	C-2	PLAN & PROFILE - POWERLINE RD 10+00 TO 14+00
8	C-3	PLAN & PROFILE - CHESTNUT RD 10+00 TO 12+50
9	ST-1	STRIPING AND SIGNING PLAN
10	ST-2	STRIPING AND SIGNING PLAN CONT.
11	BMP-1	CONCEPTUAL STORM WATER POLLUTION CONTROL PLAN
12	E-1	LIGHTING AND ELECTRICAL PLAN
13	LS-1	LANDSCAPING AND IRRIGATION PLAN

COUNTY OF YUBA PROJECT PLANS FOR CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT OLIVEHURST AVE AND POWERLINE RD YUBA COUNTY, CALIFORNIA CONTRACT NO. 2016-2235

TO BE SUPPLEMENTED WITH STANDARD PLANS AND SPECIFICATIONS DATED 2015 (OR LATEST EDITION), OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, THE LATEST REVISED STATE STANDARD SPECIFICATIONS, AND THE YUBA COUNTY STANDARD PLANS AND SPECIFICATIONS



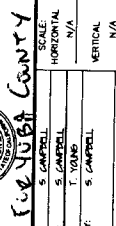
NOTE: THE CONTRACTOR SHALL POSSESS THE FOLLOWING CONTRACTOR LICENSE(S) AT THE TIME THIS CONTRACT IS AWARDED:
A. GENERAL ENGINEERING

APPROVED BY: *[Signature]* DATE: 8/23/16
MICHAEL G. LEE, P.E., L.S.
PUBLIC WORKS DIRECTOR
COUNTY OF YUBA
RCE 55795 EXP 12/31/2016

APPROVED BY: *[Signature]* DATE: 8/23/16
MARY-JANE CIBERG, ROSEER AGE
CLERK, YUBA COUNTY
BOARD OF SUPERVISORS

(393-0916) Appro... - 2 of 2

SITE PLAN NOT TO SCALE



DESIGNED BY: S. CAMPBELL
CHECKED BY: S. CAMPBELL
SUBMITTED BY: S. CAMPBELL
SCALE: HORIZONTAL N/A, VERTICAL N/A
SHEET NO. 01237

REVISION	DATE	DESCRIPTION	BY

BENCHMARK ELEVATION: 70.60' (530) 749-5420 FAX (530) 749-5424 FAX

The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5434
915 8th Street, Suite 123
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BUILDING
749-5440 • Fax 749-5616

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

September 13, 2016

To: Yuba County Board of Supervisors

From: Kevin Mallen, CDSA Director 

Subject: Magnolia Ranch Development Agreement Termination

RECOMMENDATION:

Recommend that the Board of Supervisors adopt the attached resolution which authorizes the Chair to sign a Quitclaim Deed releasing the former Magnolia Ranch parcels from the former Development Agreement.

BACKGROUND:

On March 22, 2016 the Board adopted Ordinance No. 1553, which repealed Ordinance No. 1551 and terminated the Development Agreement between the County of Yuba and the developers of the Magnolia Ranch Specific Plan.

DISCUSSION:

While Ordinance No. 1553 formerly repealed the Development Agreement, the former developers want to ensure that the Development Agreement is removed from their property's records. In order to accomplish the repeal a document needs to be recorded stating as such, however the Ordinance itself cannot be what is recorded. An attorney representing the property owners proposed the attached Quitclaim Deed, which has been reviewed by both the Recorder's Office and County Counsel to determine if it would be an acceptable form of document.

COMMITTEE ACTION:

This is a follow up to accomplish the intent of Ordinance No. 1553

FISCAL IMPACT:

None.

Attachments:

Resolution
Quitclaim Deed

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

**A RESOLUTION OF THE BOARD OF SUPERVISORS
AUTHORIZING THE CHAIR TO SIGN A QUITCLAIM
DEED RELEASING THE FORMER MAGNOLIA RANCH
PROJECT OF THE DEVELOPMENT AGREEMENT**) **RESOLUTION NO. _____**
)
)
)

WHEREAS, on March 22, 2016 the Yuba County Board of Supervisors adopted Ordinance No. 1553 which repealed Ordinance No. 1551 and terminated the Development Agreement between the County of Yuba and the developers of the Magnolia Ranch Specific Plan; and

WHEREAS, the property owners of the former Magnolia Ranch Specific Plan desire to record a Quitclaim Deed terminating the Development Agreement.

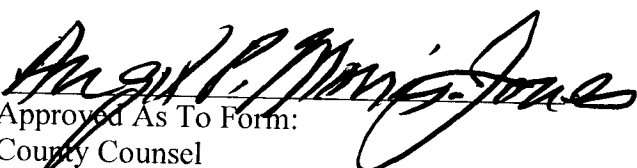
NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba, that the Chair is authorized to sign a Quitclaim Deed in order to record the intent of Ordinance No. 1553 on the subject properties.

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

QUITCLAIM DEED

WHEREAS the Board of Supervisors duly passed and adopted Ordinance No. 1553 on March 22, 2016, which repealed Ordinance No. 1551 and terminated that certain Development Agreement By and Between the County of Yuba and CEM Investments Relative to the Development Known as Magnolia Ranch, recorded on December 22, 2015 as Instrument No. 2015-015096.

NOW THEREFORE the County of Yuba, a political subdivision of the State of California ("**Grantor**"), hereby remises, releases and quitclaims all of Grantor's rights, title and interest in that certain real property located in the County of Yuba, State of California described in **Exhibit "A"** hereto to the following property owners (a) thru (d), inclusive ("**Grantees**"): (a) A&G Montna Properties, LP; (b) River Valley Rice & Land LLC, a Delaware limited liability company; (c) WGKS Eureka Land, LLC, a California limited liability company; and (d) CEMR Properties, a joint venture.

Date: September ____, 2016.

GRANTOR: COUNTY OF YUBA

By: _____
ROGER ABE
Chair of the Board of Supervisors
County of Yuba, State of California

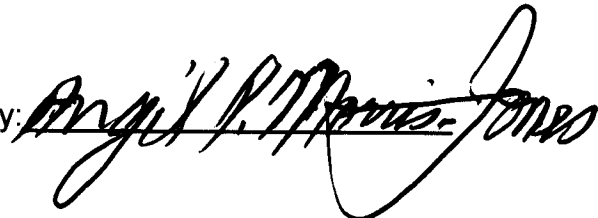
Resolution No. 2016-_____

ATTEST: DONNA STOTTLEMEYER,
CLERK OF THE BOARD OF
SUPERVISORS

By: _____

APPROVED AS TO FORM: ANGIL
MORRIS-JONES, COUNTY COUNSEL

By: _____



RECORDING REQUESTED BY:

CEM INVESTMENTS

WHEN RECORDED MAIL TO:

CEM Investments
c/o Alfred Montna
12755 Garden Highway
Yuba City, CA 95991

THIS SPACE FOR RECORDERS USE ONLY

DOCUMENT TITLE:

QUITCLAIM DEED

Statement: DOCUMENTARY TRANSFER TAX IS NOT APPLICABLE.

Authority: Revenue & Taxation Code § 11911.

Explanation: Documentary transfer tax applies to the sale of “any lands, tenements, or other realty sold within the county” when the value exceeds one hundred dollars (\$100⁰⁰). (Revenue & Taxation Code § 11911.) This Quitclaim Deed does not involve the sale of an applicable interest in real property (i.e., “lands, tenements, or realty”). (*Ibid.*) The Quitclaim Deed instead documents the release of permit restrictions previously imposed by that certain Development Agreement By and Between the County of Yuba and CEM Investments Relative to the Development Known as Magnolia Ranch (recorded on 12/22/15 by Instrument No. 2015-015096). Said restrictions were released when said Development Agreement was terminated on March 22, 2016 by Ordinance No. 1553.

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
Additional Recording Fee Applies

Exhibit A to Quitclaim Deed

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Yuba, State of California, described as follows:

PARCEL ONE:

A PORTION OF SECTION 17, 18, 19 AND 20, TOWNSHIP 14 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE SAID SECTION 18, FROM WHICH THE SECTION CORNER COMMON TO SECTION 13, 24, TOWNSHIP 14 NORTH, RANGE 4 EAST, 18, 19, TOWNSHIP 14 NORTH, RANGE 5 EAST, BEARS SOUTH 89° 47' 43" WEST, 1449.59 FEET; THENCE FROM SAID POINT OF BEGINNING NORTH 00° 42' 04" EAST, 2723.47 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 18; THENCE SOUTH 89° 59' 47" EAST ALONG SAID NORTH LINE A DISTANCE OF 3239.30 FEET TO THE ONE-QUARTER CORNER BETWEEN SAID SECTIONS 18 AND 17; THENCE NORTH 89° 39' 53" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 2566.73 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF THAT CERTAIN HIGHWAY, KNOWN AS SOUTH BEALE ROAD, AS IT IS DESCRIBED IN BOOK 70, OFFICIAL RECORDS, PAGE 492; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 36° 56' 30" WEST, 6694.87 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 89° 29' 46" WEST 1209.41 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88° 46' 49" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19 A DISTANCE OF 1326.46 FEET TO THE EAST LINE OF LOT 2 OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH 00° 16' 06" EAST ALONG SAID EAST LINE 2649.16 FEET TO THE NORTH LINE OF SAID SECTION 19; THENCE NORTH 89° 47' 43" EAST 707.45 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS RIGHTS, AS RESERVED IN THE DEED FROM WILLARD D. BRADSHAW, ET AL, TO STEELE FARMS LIMITED, A LIMITED PARTNERSHIP, DATED AUGUST 1, 1979, AND RECORDED AUGUST 7, 1979, IN BOOK 705 OF OFFICIAL RECORDS, PAGE 379.

PARCEL TWO:

AN EASEMENT FOR UTILITY PURPOSES OVER A STRIP OF LAND 15 FEET IN WIDTH, THE SOUTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 5 EAST, M.D.B.&M.; THENCE NORTH 89° 47' 43" EAST ALONG THE SOUTHERLY LINE OF SAID SECTION 18 A DISTANCE OF 1,449.59 FEET.

PARCEL THREE:

THE NORTHWEST QUARTER, AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 5 EAST, M.D.B.&M.

EXCEPTING THEREFROM THE INTEREST VESTED IN THE UNITED STATES OF AMERICA, UNDER AN AMENDED DECLARATION OF TAKING OF RECORD IN BOOK 82 OF YUBA COUNTY OFFICIAL RECORDS, AT PAGE 424.

ALSO EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED IN DEED TO PRICE WALTZ, ET UX, RECORDED MAY 5, 1981, IN BOOK 751 OF OFFICIAL RECORDS, AT PAGE 614.

PARCEL FOUR:

A PORTION OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 5 EAST, M.D.B.&M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 17 WITH THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CAMP BEALE HIGHWAY AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 5, 1942 IN VOLUME 71 OF OFFICIAL RECORDS, PAGE 100, YUBA COUNTY RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE OF SAID RIGHT OF WAY SOUTH 36° 53' WEST 32.5 FEET, THENCE SOUTH 26° 48' 30" EAST 44.32 FEET, THENCE SOUTH 36° 53' WEST 778.02 FEET TO THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHEAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 17, THENCE NORTH ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SECTION 17, THENCE NORTH 89° 32' EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL FIVE:

PARCEL 1 AND 2, AS SHOWN UPON THE PARCEL MAP NO. 80-24 FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA ON DECEMBER 19, 1980 IN BOOK 34 OF MAPS, PAGE 13.

PARCEL SIX:

THE NORTH 1/2 SECTION 18, TOWNSHIP 14 NORTH, RANGE 5 EAST, M.D.B.&M., EXCEPTING THEREFROM PARCEL A AND B HEREINAFTER DESCRIBED:

PARCEL A:

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF YUBA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING 1160 FEET SOUTH OF NORTHWEST CORNER SECTION 18, TOWNSHIP 14, RANGE 5, M.D.B.&M.; THENCE SOUTH 335 FEET; THENCE EAST 350 FEET; THENCE NORTH 335 FEET; THENCE WEST 350 FEET TO BEGINNING.

PARCEL B:

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF YUBA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT 996 FEET EAST OF WEST 1/2 CORNER SECTION 18, TOWNSHIP 14, RANGE 5 M.D.B.&M.; THENCE EAST 450 FEET; THENCE NORTH 485 FEET; THENCE WEST 450 FEET; THENCE SOUTH 485 FEET TO BEGINNING.

PARCEL SEVEN:

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF YUBA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING 1160 FEET SOUTH OF NORTHWEST CORNER SECTION 18, TOWNSHIP 14, RANGE 5, M.D.B.&M.; THENCE SOUTH 335 FEET; THENCE EAST 350 FEET; THENCE NORTH 335 FEET; THENCE WEST 350 FEET TO BEGINNING.

PARCEL EIGHT:

ALL THAT REAL PROPERLY SITUATE IN THE COUNTY OF YUBA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT 996 FEET EAST OF WEST 1/2, CORNER SECTION 18, TOWNSHIP 14, RANGE 5, M.D.B.&M.; THENCE EAST 450 FEET; THENCE NORTH 485 FEET; THENCE WEST 450 FEET; THENCE SOUTH 485 FEET TO BEGINNING.

APN:

015-070-009-000 (Parcel Four)
015-070-051-000 (Parcels Six, Seven and Eight)
015-070-072-000 (Parcel One)
015-070-078-000 (Parcel 1 of Parcel Five)
015-070-079-000 (Parcel 2 of Parcel Five)
015-070-080-000 (Parcel Three)

~ END OF LEGAL DESCRIPTION ~

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

The County of Yuba

Community Development & Services Agency

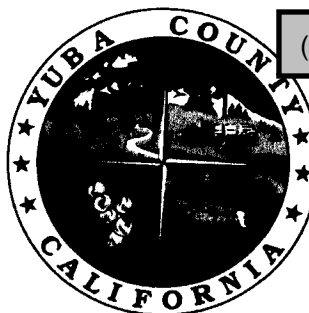
Kevin Mallen, Director

Phone – (530) 749-5430 • Fax – (530) 749-5424

915 8th Street, Suite 123

Marysville, California 95901

www.co.yuba.ca.us



395-0916
(395-0916) Adopt... - 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

September 13, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL LEE, PUBLIC WORKS DIRECTOR 

SUBJ: ROAD RIGHT OF WAY ACQUISITION FOR GOLDFIELDS PARKWAY,
APN 019-270-040

RECOMMENDATION:

Adopt the attached resolution authorizing the Public Works Director to complete the purchase of 2.2 acres (APN 019-270-040) for Goldfields Parkway project, including the execution of any necessary documents subject to County Counsel review.

BACKGROUND:

The alignment for Goldfields Parkway was previously adopted by your Board. Public Works became aware of this property actively for sale and it is located along the alignment of the future Goldfields Parkway.

DISCUSSION:

This is a critical parcel on the portion of the Parkway between Hammonton Smartsville Road and N. Beale Road. Upon completion of this acquisition, we will have possession of over ½ of the needed parcels for this portion of the Parkway. With Board authorization, an offer of \$165,000 was made and accepted by the seller.

COMMITTEE ACTION:

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

FISCAL IMPACT:

Approximately \$170,000 from Trust 192 to cover the cost of acquisition, including title/escrow fees, and other miscellaneous costs. An appraisal was performed by an independent appraiser and the purchase price was substantiated.

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

**RESOLUTION AUTHORIZING PUBLIC)
WORKS DIRECTOR TO COMPLETE)
PURCHASE OF APN 019-270-040 AND)
EXECUTE ALL DOCUMENTS NEEDED)
TO COMPLETE PURCHASE/ESCROW)**

RESOLUTION NO. _____

WHEREAS, the County became aware that the subject 2.2 acres, upon which the future Goldfields Parkway will be located, came up for sale; and

WHEREAS, the Board has previously approved the Public Works Director to make, and he has made, a purchase offer for \$165,000 to the seller of the property, which has been accepted; and

WHEREAS, purchase costs will be covered by the East Linda Landscaping and Road Improvement fund (Trust 192).

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Yuba hereby authorizes the Public Works Director to complete the purchase of APN 019-270-040, and execute any necessary documents needed to complete the purchase/escrow, subject to County Counsel review.

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

AYES:

NOES:

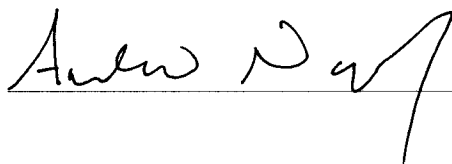
ABSENT:

ABSTAIN:

Roger Abe, Chair

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
ANGIL P. 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 95901

www.co.yuba.ca.us



(396-0916) Appro... - 1 of 6

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

September 13, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: APPROVE AGREEMENT WITH RECOLOGY FOR THE MAINTENANCE OF OSTROM ROAD FROM THE ENTRANCE OF RECOLOGY'S FACILITY AT 5900 OSTROM ROAD EASTWARD TO ITS TERMINUS

RECOMMENDATION:

Approve the attached agreement with Recology for the maintenance of Ostrom Road from the entrance of Recology's facility at 5900 Ostrom Road eastward to its terminus.

BACKGROUND:

Ostrom Road is a county maintained road from Rancho Road to approximately ½ mile east of Recology's entrance at 5900 Ostrom Road. The road becomes gravel east of the entrance to Recology's facility at 5900 Ostrom Road. Due to limited revenues in the Road Fund, and the low traffic volume on this segment of road, we are unable to routinely grade the road or justify spending our limited resources on this segment of road.

DISCUSSION:

With an understanding of our limited resources and acting as a good neighbor, Recology has offered to maintain the approximate ½ mile gravel segment of Ostrom Road on behalf of the County. They have heavy equipment working at the landfill anyways, so it will be handy for them to routinely grade the road.

The attached agreement authorizes Recology to perform the maintenance and provides them the necessary indemnity language.

COMMITTEE ACTION:

The Land Use & Public Works Committee was bypassed.

FISCAL IMPACT:

There will be a net savings to the Road Fund. Savings will be somewhat limited since only limited maintenance currently takes place.

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INDEMNITY AGREEMENT

THIS AGREEMENT is made as of the __th day of August, 2016.

BETWEEN:

COUNTY OF YUBA, a political subdivision of the State of California,
(the "Indemnitor")

AND:

RECOLOGY OSTROM ROAD, a California corporation.
(the "Indemnatee")

WHEREAS:

- A. The Indemnatee has offered to perform maintenance work at no charge to County on Ostrom Road (gravel section) from the entrance of Recology's facility located at 5900 Ostrom Road, Wheatland, eastward towards its terminus ("Ostrom Road"), in accordance with the Yuba County Standard Plans and Specifications. The scope of the work will be as agreed between Indemnitor and Indemnatee, but in general consists of grading road and adding gravel as appropriate; and
- B. In consideration of Indemnatee's offer to perform and performance of maintenance work on Ostrom Road and other good and valuable consideration received, the Indemnitor has agreed to indemnify the Indemnatee for all liability, losses, damages, costs, charges, expenses, fines and penalties which have been or may be sustained by the Indemnatee as a result of its maintenance of the Ostrom Road.

IN WITNESS THEREFORE subject to the conditions hereunder, and for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

- A. To the maximum extent permitted by law, Indemnitor agrees to indemnify and save harmless Indemnatee, its affiliates and contractors, and its and their respective directors, officers, employees and agents (collectively, the "Indemnatee Parties"), from any claim, action, liability, loss, damage, cost, charge, expense, fine, penalty or suit (collectively, "Claims"), of any kind or

nature, arising from or in connection with the Indemnatee Parties' performance of any maintenance work on Ostrom Road, specifically including but not limited to any partial or passive negligence on the part of any Indemnatee Party.

- B. Where any Claim is asserted, Indemnatee shall provide Indemnitor with reasonably timely notice of same in writing.
- C. Thereafter, Indemnitor shall at its own expense defend, protect and save harmless the Indemnatee Parties against said Claim or any loss or liability resulting therefrom.
- D. All notices and demands of any kind which the Indemnatee may require or desire to serve in connection with this Agreement must be served in writing either (i) by personal service, or (ii) by registered or certified mail, return receipt requested, deposited in the United States Mail, with postage thereon fully prepaid, or (iii) by nationally recognized overnight courier, and addressed to the party so to be served as follows:

If to "COUNTY":

Department of Public Works
County of Yuba
915 8th Street, Suite 125
Marysville, CA 95901

With a copy to:

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

- E. Neither party may assign any right or obligation pursuant to this Agreement without the prior written consent of the other. Any attempted or purported assignment of any right or obligation pursuant to this Agreement in violation of the preceding sentence shall be void and of no legal effect.
- F. This Agreement shall be unlimited as to amount or duration, and it shall be binding upon and inure to the benefit of the parties and their agents and representatives. This Agreement shall apply to any maintenance work performed by Indemnatee on Ostrom Road at any time, or from time to time, after the date hereof.

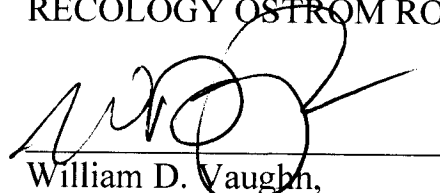
- G. Nothing in this Agreement shall obligate Indemnatee to perform any maintenance work. Indemnatee may perform any maintenance work itself or use contractors to do so, and this Agreement shall apply equally regardless of how the work is performed.
- H. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement may not be amended, or any provision hereof waived, except by a writing signed by the party(ies) to be bound. If any provision of this Agreement is held unenforceable, the remainder of this Agreement shall remain enforceable to the maximum extent permitted by law. No delay or failure in exercising any right or remedy hereunder shall be deemed a waiver of such right or remedy or any other right or remedy. In any action to enforce this Agreement, the prevailing party shall recover reasonable attorneys' fees, costs and expenses from the non-prevailing party. This Agreement may be executed in counterparts, and facsimile signatures hereto shall be valid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

"INDEMNITOR"
COUNTY OF YUBA

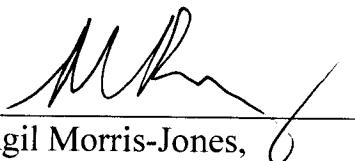
Roger Abe, Chairman of the
Board of Supervisors

"INDEMNITEE"
RECOLOGY OSTROM ROAD



William D. Vaughn,
Vice President & Senior Director of Operations

APPROVED AS TO FORM:
COUNTY COUNSEL



for Angil Morris-Jones,
County Counsel

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The County of Yuba

397-0916

CLERK RECORDER – REGISTRAR OF VOTERS

915 8th Street, Suite 107
Marysville, CA 95901-5273

- Elections (530) 749-7855
- Clerk (530) 749-7851
- Recorder (530) 749-7850
- Fax (530) 749-7854



(397-0916) Adopt... - 1 of 16

Ms. Terry A. Hansen

TO: Board of Supervisors

FROM: Terry A. Hansen, Clerk/Recorder – Registrar of Voters

SUBJECT: Appointments to Fill Vacant Offices

DATE: September 13, 2016

Recommendation:

Adopt resolution appointing members in lieu of election to the Board of Directors for Special Districts pursuant to elections Code §10515.

Background and Discussion:

The Board of Supervisors, as the Supervising Authority, is required to make appointments when on the 83rd day prior to the District Election:

- A petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number in the district or division if elected by division, requesting that the general district election be held has not been presented; and
- Only one person has filed a declaration of candidacy for any elective office to be filled at that election, or
- No one has filed a declaration of candidacy for such an office, or
- In the case of directors to be elected from the district at large, the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled at the election, or
- In the case of directors who must reside in a division but be elected at large, the number of candidates for director at large from a division does not exceed the number required to be elected at large while residing in that division.

Fiscal Impact:

None

Committee:

None

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

**APPOINT MEMBERS IN LIEU OF)
ELECTION TO THE BOARD OF)
DIRECTORS FOR SPECIAL)
DISTRICTS)**

RESOLUTION NO. _____

WHEREAS, the County Clerk of the County of Yuba has determined that the number of candidates for the office of director of the specified districts does not exceed the number of director(s) to be filled at the forthcoming district election on November 8, 2016; and

WHEAEAS, Declarations of Candidacy were filed by the following persons for the terms set forth below:

Browns Valley Irrigation District

Bill Lowe, Division 4	4 Year Term
Robert V. Winchester, Division 5	4 Year Term

Foothill Fire Protection District

Douglas H. Escherman	4 Year Term
Gloria Bozza	4 Year Term
Eldon Bunker	4 Year Term

Linda Fire Protection District

Glen Weldon	4 Year Term
Robert Shinn	4 Year Term

Linda County Water District

Joan C Saunders	4 Year Term
Ruth A. Armstrong	4 Year Term

Loma Rica / Browns Valley Community Services District

Silvio Poggi	4 Year Term
Cathy Kattuah	4 Year Term

North Yuba Water District

Eric Hansard, Division 5	2 Year Term
--------------------------	-------------

Olivehurst Public Utility District

Dennise Burbank, Director at Large 1	4 Year Term
Christopher White, Director at Large 2	4 Year Term

Plumas Brophy Fire Protection District

Martin C. Heatlie	4 Year Term
Joel A. Garcia	4 Year Term
Raymond Lopez	2 Year Term

Yuba County Board of Education

George E. Smith, Trustee Area 2	4 Year Term
Mary Hovey, Trustee Area 3	4 Year Term

WHEREAS, no petition has been filed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district or division, if elected by division, requesting that the district election be held; and

WHEREAS, Elections Code Section 10515 provides for a request that the Board of Supervisors, "at a regular or special meeting held prior to the Monday before the first Friday in December, in which the election is held, appoint to such office or offices the person or persons, if any who have filed Declarations of Candidacy... If no person has filed a Declaration of Candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office."; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Yuba that the persons listed below are hereby appointed for the terms set forth as director of the specified districts to serve in such capacities from noon on December 2, 2016 until the expiration of the term:

Browns Valley Irrigation District

Bill Lowe, Division 4	4 Year Term
Robert V. Winchester, Division 5	4 Year Term

Foothill Fire Protection District

Douglas H. Escherman	4 Year Term
Gloria Bozza	4 Year Term
Eldon Bunker	4 Year Term

Linda Fire Protection District

Glen Weldon	4 Year Term
Robert Shinn	4 Year Term

Linda County Water District

Joan C Saunders	4 Year Term
-----------------	-------------

Ruth A. Armstrong 4 Year Term

Loma Rica / Browns Valley Community Services District

Silvio Poggi 4 Year Term

Cathy Kattuah 4 Year Term

North Yuba Water District

Eric Hansard, Division 5 2 Year Term

Olivehurst Public Utility District

Dennise Burbank, Director at Large 1 4 Year Term

Christopher White, Director at Large 2 4 Year Term

Plumas Brophy Fire Protection District

Martin C. Heatlie 4 Year Term

Joel A. Garcia 4 Year Term

Raymond Lopez 2 Year Term

Yuba County Board of Education

George E. Smith, Trustee Area 2 4 Year Term

Mary Hovey, Trustee Area 3 4 Year Term

PASSED AND ADOPTED at a regular meeting this _____ day of _____, 20____, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

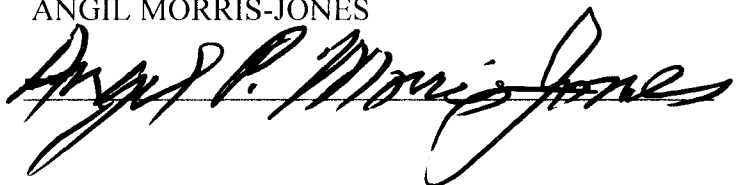
ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM: COUNTY COUNSEL
ANGIL MORRIS-JONES



**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 8, 2016** the date fixed by Law for the general district election for the office of Director of the **Browns Valley Irrigation - Division 4** the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☒ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Bill Lowe	9886-A Spring Valley Rd, Marysville, CA 95901	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 08/26/2016

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: *Shelley Stummeyer* Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 8, 2016** the date fixed by Law for the general district election for the office of Director of the **Browns Valley Irrigation - Division 5** the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☒ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Robert V. Winchester	11895 Ramirez Rd, Marysville, CA 95901	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 08/26/2016

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: *Shelley Sommer* Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 8, 2016** the date fixed by Law for the general district election for the office of Director of the **Foothill Fire Protection District** the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☒ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Douglas H. Escherman	18133 Costa Rd, Challenge, CA 95925	4 Years
Gloria Bozza	7423 La Porte Rd, Rackerby, CA 95972	4 Years
Eldon Bunker	7552 La Porte Rd, Rackerby, CA 95972	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 08/26/2016

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: *Anthony Stotumeyer* Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 8, 2016** the date fixed by Law for the general district election for the office of Director of the **Linda County Water District** the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☒ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Joan C. Saunders	1807 Sierra Way, Marysville, CA 95901	4 Years
Ruth A. Armstrong	5544 Wilderness Loop, Marysville, CA 95901	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 08/26/2016

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: *Ashley S. Stumeyer* Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 8, 2016** the date fixed by Law for the general district election for the office of Director of the **Linda Fire Protection District** the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☒ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Glen Weldon	3362 David Ln, Olivehurst, CA 95961	4 Years
Robert Shinn	3341 Sun Ave, Marysville, CA 95901	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 08/26/2016

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: *Shirley Stottmeyer* Deputy

CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE PURSUANT TO ELECTION CODE §10515

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 8, 2016** the date fixed by Law for the general district election for the office of Director of the **Loma Rica / Browns Valley CSD** the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☒ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Silvio Poggi	2264 Camino Dos Chivos, Marysville, CA 95901	4 Years
Cathy Kattuah	12039 Prairie Creek Ln, Marysville, CA 95901	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 08/26/2016

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: *Shelly Stremmeyer* Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 8, 2016** the date fixed by Law for the general district election for the office of Director of the **North Yuba Water District – Division 5** the following, as marked "X", exists:

- ☒ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Eric Hansard	16586 Willow Glen Rd, Brownsville, CA 95919	2 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 08/26/2016

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: *Shelby St. Hume* Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 8, 2016** the date fixed by Law for the general district election for the office of Director of the **Olivehurst Public Utilities District – Director at Large 1** the following, as marked "X", exists:

- ☒ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Dennise Burbank	4284 Angelica Way, Olivehurst, CA 95961	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 08/26/2016

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: *Shelley Stettinmeyer* Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 8, 2016** the date fixed by Law for the general district election for the office of Director of the **Olivehurst Public Utilities District – Director at Large 2** the following, as marked "X", exists:

- ☒ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Christopher White	1874 Broken Bit Dr., Plumas Lake, CA 95961	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 08/26/2016

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: *Abheep Stottmeyer* Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 8, 2016** the date fixed by Law for the general district election for the office of Director of the **Plumas Brophy Fire District** the following, as marked "X", exists:

- ☐ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☒ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Martin C. Heatlie	8418 Camp Far West Rd, Wheatland, CA 95692	4 Years
Joel A. Garcia	2915 Garcia Way, Wheatland, CA 95692	4 Years
Raymond Lopez	6999 Erin Ln, Wheatland, CA 95692	2 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 08/26/2016

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: *Sherry S. Stumpe* Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 8, 2016** the date fixed by Law for the general district election for the office of Trustee of the **Yuba County Board of Education – Division 2** the following, as marked "X", exists:

- ☒ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
George E. Smith	1903 Glen St, Marysville, CA 95901	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 08/26/2016

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: *Sherry Stornemyer* Deputy

**CERTIFICATE OF FACTS AND REQUEST TO FILL VACANT OFFICE
PURSUANT TO ELECTION CODE §10515**

I, **TERRY A. HANSEN**, County Clerk/Registrar of Voters of the County of Yuba, California, under Elections Code §10515 certify that by 5:00 p.m. on the 83rd day prior to **November 8, 2016** the date fixed by Law for the general district election for the office of Trustee of the **Yuba County Board of Education – Division 3** the following, as marked "X", exists:

- ☒ Only one person has filed a declaration of candidacy for such office to be filled at such election.
- ☐ No one has filed a declaration for candidacy for such office.
- ☐ In the case of directors to be elected from the district At Large, the number of persons who have filed the declaration of candidacy for director At Large does not exceed the number of offices of director At Large to be filled at such election.
- ☐ In the case of directors who must reside in a division but be elected At Large, the number of candidates for director At Large from a division does not exceed the number required to be elected director At Large while residing in that division.
- ☒ A petition signed by 10 percent of the voters of 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to me, the officer conducting the election.

I request the Yuba County Board of Supervisors, as supervising authority of the District, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint as follows to such office or offices:

- ☒ The person or persons who have filed declarations of candidacy:

Name	Address	Term
Mary Hovey	4191 Dan Ave, Olivehurst, CA 95961	4 Years

And ☐ appoint any person to the office who is qualified on the date when the election would have been held because no person filed a declaration of candidacy for the office. The District recommends the following person(s) be appointed:

Name	Address	Term

The person(s) appointed shall qualify and take office and serve exactly as if elected at a general district election for such office.

I, the undersigned, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 08/26/2016

TERRY A HANSEN, COUNTY CLERK/REGISTRAR OF VOTERS

By: *Shirley St. Neumeier* Deputy



COUNTY OF YUBA

OFFICE OF EMERGENCY SERVICES

398-0916
(398-0916) Adopt... - 1 of 4

ROBERT BENDORF
COUNTY ADMINISTRATOR
DIRECTOR OF EMERGENCY SERVICES

SCOTT BRYAN
EMERGENCY OPERATIONS MANAGER

BRIANA SCHUETTE
EMERGENCY OPERATIONS PLANNER

Board Memo

To: Board of Supervisors

Fr: Scott Bryan, Emergency Operations Manager *SB*

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

Date: September ¹³20, 2016

Recommendation:

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

Background:

On January 17, 2014 Governor Edmund G. Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014 the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba. Your Board ratified said proclamation on February 25, 2014 and extended on August 23, 2016.

Discussion:

With an on-going water shortage affecting the County of Yuba, the final duration of the emergency has not yet been determined. The current seasonal rainfall totals have been below normal when compared to average rainfall totals. The National Weather Service continues to designate the County of Yuba as being in a severe drought and the existence of tree mortality is ever increasing. Therefore it is recommended that your Board extend the current proclamation of a local emergency until the end of the incident period per (*Govt. Code Section 8630 (c)*). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per *Govt. Code Section 8630(d)*, this proclamation of emergency shall be terminated as soon as reasonably possible.

Committee Action:

No committee action was taken due to time constraints.

Fiscal Impact:

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

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

RESOLUTION:

<p>THE BOARD OF SUPERVISORS ADOPT A RESOLUTION PROCLAIMING THE EXISTENCE OF AN ONGOING LOCAL DROUGHT EMERGENCY IN THE COUNTY OF YUBA.</p>	<p>))))))</p>	<p>RESOLUTION NO. _____</p>
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WHEREAS, the Yuba County Director of Emergency Services did hereby proclaim a local emergency in the County of Yuba on February 18, 2014 per Ordinance Code section 4.20; and

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

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

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

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____ 2016.

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL

By Courtney A. Smith

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The County of Yuba



(399-0916) Appro... - 1 of 20



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

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

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director 
Homer Rice, MPH, PhD, Health Administrator 
Health & Human Services Department

DATE: September 13, 2016

SUBJECT: Authorize the Chair to Accept and Appropriate Office of Traffic Safety Grant Funds and Execute the Grant Agreement and other Documents as Required by the Grant

RECOMMENDATION: It is recommended that the Board of Supervisors authorize the Health and Human Services Department (HHSD) to enter into Agreement with the California Office of Traffic Safety (OTS) for the period of October 1, 2016 through September 30, 2017, and further authorize the Chair of the Board to execute documents as required by the grant and to accept and appropriate grant funds.

BACKGROUND: OTS has made grant funds available through their Occupant Protection grant program to provide child passenger safety related activities. The Health and Human Services Department, through its Public Health Division, applied for and was awarded grant funds for their "Safe Traveling Around Yuba" proposal.

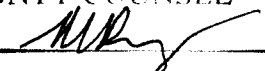
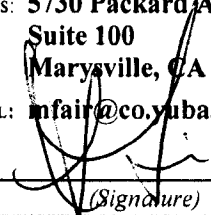
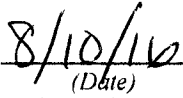
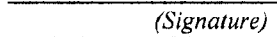
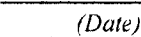
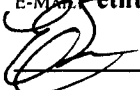
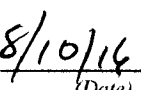
DISCUSSION: OTS will provide funds in the amount of \$75,000.00 for the period of October 1, 2016 through September 30, 2017. The acceptance of the funds and approval of the Grant Agreement will allow HHSD to provide child passenger safety educational classes, outreach at community events, car seat inspection events and safety seat distributions throughout the county.

COMMITTEE: The Human Services Committee recommended approval on August 23, 2016.

FISCAL IMPACT: Approval of the Grant Agreement will not impact County General Funds.

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OP1715

1. GRANT TITLE SAFE TRAVELING AROUND YUBA (STAY)	
2. NAME OF AGENCY YUBA COUNTY	4. GRANT PERIOD From: 10/1/16 To: 9/30/17
3. AGENCY UNIT TO ADMINISTER GRANT YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT	
5. GRANT DESCRIPTION <p>This program will create interventions that help provide a safer environment for travel in Yuba County through child passenger safety educational classes and presentations for adults and children, outreach at community events, car seat inspection events, and safety seat distributions throughout the county.</p> <p style="text-align: right;">ANGIL P. MCKINLEY-JONES COUNTY COUNSEL BY: </p>	
6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED: \$ 75,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none">Schedule A (OTS-38b) – Problem Statement, Goals and Objectives and Method of ProcedureSchedule B (OTS-38d) – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)Schedule B-1 (OTS-38f) – Budget Narrative and Sub-Budget Narrative (if applicable)Exhibit A –Certifications and AssurancesExhibit B* - OTS Grant Program Manual <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. APPROVAL SIGNATURES	
A. GRANT DIRECTOR NAME: Melissa Fair PHONE: 530-749-6328 TITLE: Health Program Coordinator FAX: 530-749-6397 ADDRESS: 5730 Packard Ave Suite 100 Marysville, CA 95901 E-MAIL: mfair@co.yuba.ca.us  (Signature)  (Date)	B. AUTHORIZING OFFICIAL OF AGENCY NAME: Roger Abe PHONE: 530-749-7510 TITLE: Yuba County Board of Supervisors, Chair FAX: 530-749-7353 ADDRESS: 915 8th Street Suite 109 Marysville, CA 95901 E-MAIL: rabe@co.yuba.ca.us  (Signature)  (Date)
C. FISCAL OR ACCOUNTING OFFICIAL NAME: Erma Thurman PHONE: 530-749-6356 TITLE: Program Manager FAX: 530-749-6281 ADDRESS: 5730 Packard Ave Suite 100 Marysville, CA 95901 E-MAIL: ethurman@co.yuba.ca.us  (Signature)  (Date)	D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS NAME: Auditor/Controller ADDRESS: 915 8th Street Suite 105 Marysville, CA 95901
9. DUNS NUMBER DUNS #: 027104640 REGISTERED ADDRESS & ZIP: 5730 Packard Avenue, Suite 100 Marysville, CA 95901-7117	

Page 2 (Office of Traffic Safety Use Only)

EFFECTIVE DATE OF AGREEMENT: <u>10/1/2016</u>		GRANTEE <u>YUBA COUNTY</u>		GRANT NO. <u>OP1715</u>	
10. Fin Action No. <u>1</u> Date: <u>7/26/2016</u>		12. TYPE OF AGREEMENT		Initial <input checked="" type="checkbox"/>	Revision <input type="checkbox"/>
Revision No. <u> </u> Date: <u> </u>		PAID MEDIA <input type="checkbox"/> PROGRAM INCOME <input type="checkbox"/>		TASK NO. <u>2</u> F.F.Y. <u>2017</u>	
11. Action Taken		13. FUNDING DISPOSITION & STATUS			
Initial approval of 2017 HSP funds obligated.		Fiscal Year		Amount	
		<u>2016-17</u>		75,000.00	
		<u>2015-16</u>			
		<u>2014-15</u>			
		<u>2013-14</u>			
		Total		75,000.00	
		Obligated This Action		75,000.00	
		Previously Obligated		0.00	
		Total Amount Obligated		75,000.00	
		TOTAL FUNDS PROGRAMMED		<u>75,000.00</u>	

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405b OP	20.616	0521-0890-101 (10/15)	2015	10/15	2015	\$ 45,000.00
405b OP	20.616	0521-0890-101 (23/16)	2016	23/16	2016	\$ 30,000.00
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
TOTAL FEDERAL FUNDS:						\$ 75,000.00

15. GRANT APPROVAL & AUTHORIZATION TO EXPEND OBLIGATED FUNDS

A. APPROVAL RECOMMENDED BY	B. AGREEMENT & FUNDING AUTHORIZED BY
NAME: MITCH ZHENDER TITLE: Program Coordinator PHONE: (916) 509-3026 E-MAIL: mitch.zehnder@ots.ca.gov Office of Traffic Safety 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 Signature _____	NAME: RHONDA L. CRAFT TITLE: Director Office of Traffic Safety 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 Signature _____

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GRANT DESCRIPTION
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1. PROBLEM STATEMENT

Yuba County is located in rural northern California, approximately 40 miles north of Sacramento. The major employers in Yuba County include government agencies, retail, health care, manufacturing, and education. Yuba County's population is diverse extending to its linguistics resulting in 3 threshold languages including English at 73 percent, Spanish at 20.01 percent, and Hmong at 5.19 percent. Several community coalitions believe that multi-generational socioeconomic factors have contributed to gaps in resident's knowledge on health topics. United States Census Bureau data states that only 13.7 percent of Yuba County residents have attained a Bachelor's Degree or higher level of education, compared with the California state average rate of 30.7 percent. According to the Bureau of Labor Statistics, the unemployment rate for Yuba County in August 2015 was 8.3 percent, compared with the state rate of 6.1 percent during the same month. Yuba County's poverty rate is higher than those of surrounding counties, whereas 25.7 percent of Yuba County residents have an income below 125 percent of the Federal Poverty Level poverty rates for neighboring counties include the following: Sutter County (18.4 percent), Nevada County (11.7 percent), and Placer County (8.5 percent). As a result of socioeconomic factors such as poverty, poor educational attainment, and high unemployment, Yuba County residents are faced with more barriers than California residents as a whole.

Motor vehicle crash-related injuries are the leading cause of unintentional injury deaths among children and young adults. Motor vehicle crash fatality rates are especially high in rural areas because of lower prioritization of road maintenance, higher rates of impaired driving, lower rates of seat belt and child safety seat law compliance, and lower immediate access to emergency medical response and care (National Prevention Council, National Prevention Strategy, Washington, DC: U.S. Department of Health and Human Services, Office of the Surgeon General, 2011). Amongst these rural area characteristics, the Yuba County poverty rate poses another barrier to passenger safety for families by creating economic conditions where used and expired car seats are commonplace. During local 2015 car seat checkup events, approximately half of the seats checked by Child Passenger Safety Technicians or Instructors needed to be replaced. Over the past three years Yuba County has experienced a trend of increases in traffic collision-related injuries as reported in the SWITRS OTS Federal Fiscal Year Report. In 2013, there were 253 injured while this figure spiked significantly to 358 in 2014, and increased again in 2015 to 363 based on 2014 and 2015 provisional data. According to the Centers for Disease Control and Prevention (CDC), the age adjusted motor vehicle traffic-related death rate for Yuba County, CA is 18.7 per 100,000 compared with the Healthy People 2020 target of 12.4.

On April 9, 2012, Yuba County had a fatal pickup versus pedestrian collision that was not counted in our motor vehicle crash data because it happened in a driveway on private property. A three year-old was backed over by his older brother pulling out of the driveway. This demonstrates the need for continued "Spot the Tot" education. While back-up cameras are becoming more standardized in newer vehicles, many of our Yuba County clients still have vehicles that are five to fifteen years old or older. Both teens and parents need reminders to look around their vehicles before getting in and turning them on.

The California Child Restraint Law will be changing January 1, 2017 to require children two years of age or younger to remain riding in a rear-facing child restraint unless the child weighs 40 or more pounds or is 40

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or more inches tall. The child must be secured in a manner that complies with the height and weight limits specified by the manufacturer of the car seat. A new study in the Journal of Pediatric Health Care shows that safety laws have failed to stay current with pertinent research regarding best practice for child restraints. The American Academy of Pediatrics made their initial recommendation for infants to remain rear facing until the age of two in 2011. Parents look to laws to provide guidance about restraint use. In many cases these laws are letting them down. The American Automobile Association conducted a survey that showed 86 percent of parents thought they were knowledgeable of their state's child restraint laws, but only 39 percent could identify the age at which their state allows a child to rise in a seat belt. In Yuba County, 30.2 percent of children under 18 are living in poverty (census.gov). Children are at higher risk of having unmet needs, including safety needs like proper child restraints, if they are living in poverty. Currently the law only requires that children ride in rear facing car seats until their first birthday. The need to educate parents of children under two, new parents, healthcare providers, and law enforcement to see the value in following, recommending, and enforcing this law will be a high priority as January 1, 2017 approaches.

The Traffic Injury Research Foundation reports safety campaigns targeting child restraints are most effective when they utilize more than one strategy and that positive, incentive-based campaigns, such as those that involve the distribution of free child restraints and education for both children and parents are more effective than punitive campaigns. While Yuba County has obstacles to overcome to keep occupants safe in vehicles, STAY aims to educate the community, educate agencies that interact with parents and caregivers, educate parents and caregivers, distribute child restraints and, at appropriate locations, incorporate children's education. This multi-pronged approach hopes to increase traffic and occupant safety across Yuba County.

A. Traffic Data Summary:

Collision Type	2012		2013		2014	
	Collisions	Victims	Collisions	Victims	Collisions	Victims
Fatal	18	19	14	15	11	13
Injury	239	296	211	253	263	358

2. PERFORMANCE MEASURES**A. Goals:**

- 1) Reduce the number of persons killed in traffic collisions.
- 2) Reduce the number of persons injured in traffic collisions.
- 3) Increase child safety seat usage.
- 4) Reduce the number of vehicle occupants killed under the age of eight.

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5) Reduce the number of vehicle occupants injured under the age of eight.

B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
2. Participate in National Child Passenger Safety Week – September 17-23, 2017.
3. Conduct a pre- and post- child safety seat usage survey.
4. Co-host a press or media event promoting newly established checkup site, as well as the two existing sites.
5. Provide educational outreach to at least 6 community partners who will collaborate in effort to promote child safety seat usage.
6. Conduct 24 child passenger safety classes facilitated by a Child Passenger Safety Technician or Instructor in an effort to reach 200 parents/caregivers on subjects of child passenger safety, restraint use and installation, safe transportation, and proper role modeling (seat-belt safety).
7. Distribute at least 66 no cost child safety seats to parents/caregivers in need of safe transportation for the children in their care.
8. Educate and distribute materials to at least 12 Yuba County providers/agencies that have clients who are pregnant women, parents/caregivers of children under two years of age, and/or law enforcement on the new California law that children must remain rear facing in a child restraint until two years of age.
9. Host 3 highly publicized child safety seat check-up events in collaboration with community partners or established events in Yuba County in an effort to reach at least 40 parents/caregivers.
10. Host 4 quarterly Child Passenger Safety Technician Meetings held locally to network with Child Passenger Safety Technicians and Instructors.
11. Re-certify 1 NHSTA Child Passenger Safety Class for Child Passenger Safety Instructor on certification requirements.
12. Re-certify 2 Child Passenger Safety Technicians.

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13. Assist in getting community organization or partner's current Child Passenger Safety Technicians recertified, if applicable.
14. Work closely with community based organizations and partners to promote child passenger safety at both a community and county-wide level.
15. Conduct 20 "Spot the Tot" educational presentations in an effort to reach 240 parents, caregivers, and/or teens.
16. Conduct 6 educational presentations in an effort to reach 100 children ages 3-10.
17. Conduct 3 educational classes, 4-6 hours in length, for community organizations and partners that transport children under 8 years old in an effort to reach at least 50 adults that transport children as part of their job duties.

***NOTE:** Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.*

3. METHOD OF PROCEDURE

A. Phase 1 - Program Preparation, Training and Implementation (1st Quarter of Grant Year)

- Activities may include: training staff, acquisition and development of program materials and supplies, contacting partner agencies to set up schedules, etc.
- Purchase supplies for checkup station at Yuba County Health and Human Services Department and for checkup events.
- Conduct new baseline observational driver seat belt use, car seat, and pre surveys at the beginning of the grant period at four locations in Yuba County during the month of October 2016.
- Order an adequate supply of car seats for the first third of the grant period.
- Request Yuba County Sheriff's Department, Marysville Police Department, Wheatland Police Department, and California Highway Patrol to contact Yuba County Public Health if one of our OTS child safety seats is involved in a traffic collision.
- Contact E-Center, WIC, BAFB, and other community partners about class possibilities for their clients and their children, as well as their interest in distributing information on the new car seat law.
- Write and gain approval for the kick-off press release.
- Choose the venues and time frame for the large publicized safety seat checkup events.

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B. Phase 2 - Program Operations (Throughout Grant Year)

- Conduct 24 child passenger safety classes facilitated by a Child Passenger Safety Technician or Instructor on child passenger safety, restraint use and installation, safe transportation, and proper role modeling (seat-belt safety), including pre and post surveys for all in attendance. These classes will be held in English, Spanish and Hmong; the three most widely spoken languages in Yuba County making the classes accessible to the majority of Yuba County's population.
- Educate 100 children ages 3-10 on car seats, booster seats, 5-step test, seat belt use, and pedestrian safety.
- To identify and recognize any children who are saved by an OTS child safety seat. OTS child safety seats will be labeled when distributed, and OTS will be notified of collisions that involve an OTS funded seat
- Host 2-3 publicized child safety seat check-up events in collaboration with community partners or established events in the community to promote correct car/booster seat usage.
- Attend local Child Passenger Safety Technician Meetings to network, collaborate and keep technical skills up to date.
- Attend CEU opportunities.
- Educate and distribute materials to at least 12 Yuba County providers/agencies that deal with pregnant women and parents/caregivers of children under the age of two on the new California car seat law.
- Assist a community organization or partner to establish checkup site.
- Co-host a press or media event promoting newly established checkup site.

Media Requirements

- Submit all grant-related activity press releases, media advisories, and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator.
 - ✓ If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.

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- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Agencies are required to collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Statistical data relating to the grant goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs). QPRs for the quarter ending September 30 will include year-to-date comparisons of goals and objectives. If required, a separate quarterly data reporting form will be completed each quarter and submitted as part of the QPR.
- Reports will compare actual grant accomplishments with the planned accomplishments. They will include information concerning changes made by the Grant Director in planning and guiding the grant efforts.
- Reports shall be completed and submitted in accordance with OTS requirements as specified in the Grant Program Manual.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full support of the County of Yuba. Every effort will be made to continue the activities after the grant conclusion.

SCHEDULE B
DETAILED BUDGET ESTIMATE
GRANT NO. OP1715

(399-0916) Appro... - 11 of 20

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION			TOTAL AMOUNT
405b OP	20.616	National Priority Safety Programs			\$75,000.00
COST CATEGORY		FISCAL YEAR ESTIMATES 10/1/16 thru 9/30/17			TOTAL COST TO GRANT
A. PERSONNEL COSTS		CFDA	FY-1		
Positions and Salaries					
Full-Time					
Health Education Specialist					
1 x 12 @ 4,842 x 40%	20.616	\$	23,242.00		\$ 23,242.00
Benefits @ 37.96%	20.616	\$	8,823.00		\$ 8,823.00
Program Aide					
1 x 12 @ \$3273 x 50%	20.616	\$	19,638.00		\$ 19,638.00
Benefits @ 43.28%	20.616	\$	8,499.00		\$ 8,499.00
Category Sub-Total			\$ 60,202.00		\$ 60,202.00
B. TRAVEL EXPENSE					
In State	20.616	\$	2,758.00		\$ 2,758.00
Category Sub-Total			\$ 2,758.00		\$ 2,758.00
C. CONTRACTUAL SERVICES					
None					
Category Sub-Total			\$ -		\$ -
D. EQUIPMENT					
None					
Category Sub-Total			\$ -		\$ -
E. OTHER DIRECT COSTS					
Child Safety Seats	20.616	\$	5,000.00		\$ 5,000.00
Office Supplies	20.616	\$	500.00		\$ 500.00
CPS Check up supplies	20.616	\$	1,900.00		\$ 1,900.00
Printing/Duplication	20.616	\$	800.00		\$ 800.00
CPS Technician Renewal	20.616	\$	100.00		\$ 100.00
Education Materials	20.616	\$	3,200.00		\$ 3,200.00
LATCH Manuals	20.616	\$	540.00		\$ 540.00
Category Sub-Total			\$ 12,040.00		\$ 12,040.00
F. INDIRECT COSTS					
None					
Category Sub-Total			\$ -		\$ -
GRANT TOTAL			\$ 75,000.00		\$ 75,000.00

SCHEDULE B-1

GRANT NO. OP1715

BUDGET NARRATIVE

Page 1

PERSONNEL COSTS

Salaries - may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Health Education Specialist II (Project Coordinator): Certified Child Passenger Safety Technician Instructor, attend local Car Seat Tech Coalition, development of educational materials and curriculum, order program supplies, arrange check-up events, schedule classes, coordinate media, write press releases, quarterly reporting, collect and analyze data, and complete final evaluation.

Full -Time Benefit Rates

Health Insurance (Bundled w/ Dental & Vision)	17.32 %
Life Insurance	0.18 %
Medicare	1.45 %
Retirement	16.78 %
Unemployment Insurance	0.50 %
Workers Compensation	1.73 %
TOTAL BENEFIT RATE	37.96 %

Program Aide(s) (Child Passenger Safety Technicians): Carry out program activities including: data collection, observational surveys, teaching child safety classes, educational presentations, outreach, flyer creation and distribution, check-up events, and storage of supplies.

Full -Time Benefit Rates

Health Insurance (Bundled w/ Dental & Vision)	22.19 %
Life Insurance	0.22 %
Medicare	1.45 %
Retirement	16.78 %
Unemployment Insurance	0.50 %
Workers Compensation	2.14 %
TOTAL BENEFIT RATE	43.28 %

Supplanting Statement

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

SCHEDULE B-1

GRANT No. OP1715

BUDGET NARRATIVE

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TRAVEL EXPENSE

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. *All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds*

CONTRACTUAL SERVICES

None

EQUIPMENT

None

OTHER DIRECT COSTS

Child Safety Seat(s) - child safety seats (maximum costs per seat is \$75.00; including booster seats, but no "infant only" seats) to be distributed during CPS checkups, appointments, fitting stations and traffic safety presentations.

Office Supplies- Used for standard office supplies to support grant related activities, grant monitoring, and reporting. Costs may include paper, toner, ink cartridges, CDs/DVDs, and desktop supplies such as pens, pencils, binders, labels, folders, flip charts, easels, and clips. Excludes office furnishings and fixtures such as but not limited to the following: desk, chair, table, shelving, coat rack, credenza, book, filing cabinet, floor covering, office planter, storage cabinet, portable partition, picture, wall clock, draperies, hardware, and fixed lighting/lamp.

CPS Check-Up Supplies - On-scene supplies to conduct child passenger safety seat check-up events. Costs may include cones, pop-up tents, pool noodles, shelf grip liner, child safety seat clips, tote carriers and check-up signage.

Printing/Duplication- Costs include the purchase of paper, production, printing and/or duplication of materials associated with daily grant operations.

CPS Technician Renewal- 2 currently trained Child Passenger Safety Technicians will need to renew their certification during the grant cycle to maintain the ability to have car seat checkup events and skilled teachers for child safety classes.

Educational Materials – Costs of purchasing, developing or printing brochures, pamphlets, fliers, coloring books, posters, signs, displays, training dolls, and banners associated with grant activities, and traffic safety conference and training materials. Items shall include a traffic safety message and if space is available the OTS logo. *Additional items may be purchased if approved by OTS.*

SCHEDULE B-1**GRANT NO. OP1715****BUDGET NARRATIVE**

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LATCH Manuals – LATCH Manuals are used in NHTSA Child Passenger Safety Technician Course. They will also be given to agencies that establish new car seat fitting stations, as they provide information on car seat installation with LATCH.

INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

EXHIBIT A**CERTIFICATIONS AND ASSURANCES**

Page 1

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

EXHIBIT A**CERTIFICATIONS AND ASSURANCES**

Page 2

BUY AMERICA ACT

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT A**CERTIFICATIONS AND ASSURANCES**

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RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**Instructions for Primary Certification**

1. By signing and submitting this grant agreement, the Grantee Agency Official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency Official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency Official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grant Agency Official shall provide immediate written notice to the department or agency to which this grant agreement is submitted if at any time the Grantee Agency Official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency Official agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

EXHIBIT A**CERTIFICATIONS AND ASSURANCES**

Page 4

7. The Grantee Agency Official further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

- (1) The Grantee Agency Official certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this grant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/grant agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the Grantee Agency Official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

Page 5

Instructions for Lower Tier Certification

1. By signing and submitting this grant agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

EXHIBIT A**CERTIFICATIONS AND ASSURANCES**

Page 6

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

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



(400-0916) Adopt... - 1 of 10

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

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Chaya Galicia, Project Manager
Health & Human Services Department

DATE: September 13, 2016

SUBJECT: Resolution Authorizing the Revision of the 14Forward Emergency Temporary Shelter Agreement and Related Documents

RECOMMENDATION: It is recommended that the Board of Supervisors approve the attached Resolution of the Board authorizing the Emergency Temporary Shelter Agreement template for 14Forward be revised and further authorizing the Director of the Health and Human Services Department (HHSD) to make future revisions to the Emergency Temporary Shelter Agreement template and related attachments, and to develop and amend other 14Forward temporary resident related agreements and documents upon review and approval of county counsel.

BACKGROUND: Yuba County owns real property located at 938 14th Street, Marysville, which is currently being used to provide temporary emergency shelter to Yuba County residents subject to displacement from the homeless encampments in the area known as "the Horseshoe."

DISCUSSION: The current Emergency Temporary Shelter Agreement template is specific to those residents displaced from the area known as "the Horseshoe" in Yuba County. The revised template, among other revisions, removes the reference to "the Horseshoe." It may be necessary to make future minor revisions to the template, related attachment, and other 14Forward temporary resident related documents. It will be more efficient to authorize the HHSD Director to make future revisions to or develop new 14Forward documents related to the temporary residents, upon review and approval of county counsel.

COMMITTEE: The Human Services Committee was by-passed as this request will not impact County General Funds.

FISCAL IMPACT: Approval of this authorization will not impact County General Funds.

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

RESOLUTION AUTHORIZING THE)	
HEALTH AND HUMAN SERVICES)	
DIRECTOR TO AMEND THE)	RESOLUTION NO. _____
14FORWARD EMERGENCY)	
TEMPORARY SHELTER AGREEMENT)	
TEMPLATE AND OTHER RELATED)	
DOCUMENTS)	

WHEREAS, Yuba County owns the real property located at 938 14th Street, Marysville, which is currently being used to provide temporary emergency shelter to Yuba County residents who are subject to displacement from county homeless encampments;

WHEREAS, on July 12, 2016, the Board of Supervisors authorized the use of the 14Forward Emergency Temporary Shelter Agreement "template" to be signed by the temporary residents of the emergency shelters. The 14Forward program has since found it necessary to make revisions to the approved template; and

WHEREAS, it is in the best interest of efficient and effective county government to allow the Director of the Health and Human Services Department (HHSD) to amend the agreement template, related attachments, and to develop and amend other 14Forward related agreements for temporary residents upon review and approval of county counsel.

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NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Yuba hereby authorizes the Director of the HHSD to amend the Emergency Temporary Shelter Agreement template, related attachments, and to develop and amend other 14Forward related agreements for temporary residents upon review and approval of County Counsel,

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

ANGIL MORRIS-JONES
COUNTY COUNSEL
APPROVED AS TO FORM:



14FORWARD AGREEMENT FOR STORAGE OF PERSONAL BELONGINGS

This Agreement is entered into between _____ (the User) and the County of Yuba (the County). By this Agreement the County agrees to store a limited amount of User's personal property for a limited period of time without charge to the User. It is the County's intention by this agreement to attempt to offset some of the negative consequences of the displacement of persons from homeless encampments in Yuba. This agreement is entered into with the following conditions and understandings.

1. To be eligible to take advantage of this free storage opportunity the User must have been identified by County officials as in need of emergency shelter; the County's decision in this respect is final and not subject to review.
2. The free storage offered by the County is limited to a period of 90 days. Property left in the County's storage facility longer than 90 days may be destroyed or otherwise disposed of without notice to the User.
3. User shall not use the storage space to store any flammable, combustible, explosive, corrosive, perishable, chemical, odorous, noxious, or otherwise inherently dangerous materials. User shall not store any items outside the storage unit nor dispose of any trash or refuse outside the storage unit other than in containers provided by the County. Items stored or left outside of a storage container may be promptly removed and disposed of.
4. User agrees that the County may photograph or video record any items submitted for storage. User agrees to not store any item worth more than \$250 in County storage. It is understood that the County's storage unit will be utilized by multiple users; User agrees that the County may move stored items within the storage unit to accommodate other users or for the County's convenience.
5. The storage space provided by the County is a lockable storage container. It is not a "closet" for the User and daily access will not be provided; it is intended as longer term storage for items not used on a frequent or regular basis. Access to stored items will be provided upon reasonable notice to the County's storage manager and upon adequate proof of identity as the User. The County agrees to take less formal means of identification than a government issued ID.

6. The County shall have no liability for damage or loss of property placed in storage caused by heat, cold, theft, vandalism, fire, water, winds, dust, rodents, insects, or any other cause whatsoever.

User Name


County of Yuba

Signature

Signature

Date:

Date:

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

EMERGENCY TEMPORARY SHELTER AGREEMENT

This Agreement is entered into between _____ (the User) and the County of Yuba (the County). By this Agreement the County agrees to provide emergency shelter to the User for a limited period of time without charge to the User. It is the County's intention by this agreement to attempt to offset some of the negative consequences of the displacement of persons from homeless encampments in Yuba County.

1. The County agrees to provide emergency shelter for eligible County residents. To be eligible to take advantage of this free emergency shelter opportunity the User must have been identified by County officials as in need of emergency shelter; the County's decision with respect to eligibility for emergency shelter is final and not subject to review.

2. The County emergency shelter camp is located on County property located near the intersection of 14th St. and J St. within the City of Marysville, California. The maximum number of Users of the emergency shelter area is forty (40) people. The County will provide a suitable simple wood frame structure for shelter within the emergency shelter camp.

3. The emergency shelter camp is for temporary shelter only. Stay at the emergency shelter camp is limited to twenty one (21) days. A User of the shelter may apply for an extension at the temporary shelter at the end of a 21 day period and the County may grant such applications up to a maximum total stay at the camp of eighty four (84) days. It is understood that this grant of temporary emergency shelter creates absolutely no right or interest enforceable under California's landlord tenant laws. The County may terminate a User's ability to enter or remain on the premises of the emergency shelter at any time and for any reason, in the County's sole discretion. The User agrees to cooperate with the County's Department of Health and Human Services in efforts to secure more permanent housing.

4. The County shall provide sanitary facilities consisting of chemical toilets and hand wash stations. The County will be responsible for the cleaning and maintenance of all facilities. The County shall determine the location and placement of the sanitary facilities.

5. The use of the emergency shelter facility is subject to the terms and conditions set forth below. User understands and agrees that violation of any of these terms and conditions may result in immediate expulsion from the emergency shelter facility.

- a) The County will provide a simple wooden structure for shelter, along with items listed in Exhibit A (attached). Occupancy of each structure is limited to a maximum of two Users,

each of whom must have qualified for admission to the emergency shelter facility and signed this Agreement. A User must stay in the shelter unit assigned by the County. A User may apply to change shelter units, but the decision to grant such a request lies in the sole discretion of the County. Overnight guests are not permitted.

- b) Additions to the structure provided by the County, including lean-tos, tents, any form of structure, awnings, or any other type of accessory living area are not permitted.
- c) No persons under the age of 18 are permitted in the emergency shelter facility, unless part of a volunteer group providing services at the facility.
- d) Possession or consumption of alcoholic beverages or illegal drugs, including medical marijuana, is not permitted in the emergency shelter facility or on any other County property.
- e) Smoking is permitted only in outdoor areas designated by the County as smoking areas. Smoking is not permitted inside the structure provided by the County.
- f) Open fires are not permitted in the emergency shelter facility.
- g) Pet dogs or cats are permitted within the emergency shelter facility, but are limited to one per User. Pets, while in the facility, must remain kenneled or restrained on a leash six feet in length or shorter. Pets are not permitted inside the structure provided by the County. If a particular pet is determined by the County, in its sole discretion, to be dangerous or a nuisance, the pet and/or its owner may be subject to expulsion from the facility. The County may, in its sole discretion, permit other types of small pets within the facility. Large pets (e.g. horses) are not permitted in the facility. The owner or caretaker of a pet or assistance animal in the emergency shelter facility is responsible for the care of the animal and for cleaning up after the animal.
- h) Firearms are not permitted in the emergency shelter facility. Other dangerous weapons, including knives with a blade length of 4 inches or longer, are not permitted in the emergency shelter facility.
- i) The emergency shelter facility involves people living in relatively close quarters; the User agrees to maintain a "quiet time" from 10:00 p.m. to 6:00 a.m. for the benefit of all users. Visitors are NOT allowed on the premises of the emergency shelter.

- j) The emergency shelter facility is adjacent to a residential area in the City of Marysville. Users of the facility shall not trespass on private property, shall not "panhandle" or otherwise solicit area residents, and shall not engage in any kind of criminal conduct.
- k) Trash and refuse receptacles will be provided by the County; User agrees to use such containers, not allow an accumulation of trash or refuse, and to keep the facility clean and orderly.
- l) The County will provide a "power drop" for the charging of cell phones and other personal electronic devices. Extension cords from the power drop are not permitted and will be seized.
- m) Motor vehicles, including motorcycles, motor scooters, or motorized bicycles are not permitted in the emergency shelter facility. Parking for properly registered, street legal motor vehicles will be provided by the County at a location near the facility. Trailers of any kind, including camp trailers, are not permitted in the emergency shelter facility. The County will not provide parking for any kind of trailer or recreational vehicle.
- n) Each structure will have a smoke detector and fire extinguishers will be available in the facility. The County shall have the right, upon reasonable notice, to access each structure to ensure that said items are in working order, as well as to ensure compliance with these rules and regulations.
- o) User agrees to keep the structure to which he or she is assigned clean and orderly. Exterior storage of personal belongings in the facility is not permitted. The County will provide secure storage of personal property, but that storage is not something to which User will have daily or frequent access.
- p) If User is away from the facility for longer than 48 hours without prior authorization, personal belongings will be removed from the assigned unit and put into the storage container; unit will be reassigned.

I understand that I am a guest of the County of Yuba and that any violation of the foregoing rules and expectations may lead to immediate expulsion from the Yuba County emergency shelter.

Signature

Date

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

Page 3 of 4

14Forward Emergency Temporary Shelter Agreement

COUNTY COUNSEL

BY: 

Exhibit A

The following items are checked out to _____, and belong to Yuba County:

Unit Number _____

___ Bed Frames (2)

___ Mattresses (2)

___ Bed Bug Proof Mattress Covers (2)

___ Sheet Sets (1 flat, 1 fitted, 1 pillow case per bed)

___ Blankets (2)

___ Pillows (1 pillow per bed)

___ Garbage Can (1)

___ Animal Crate(s) (quantity ___)

___ Key (1)

___ Broom and Dustpan (1 set)

___ Mini Blinds (3 sets)

Other items available to check out:

Lantern

Personal Mister / Fan

Batteries

Cell Phone Charger

I understand these items are my responsibility, and I could be charged for items not returned when I leave the program, up to \$100 total.

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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



(401-0916) Appro... - 1 of 32

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

TO: Board of Supervisors
Yuba County

FROM: Jennifer Vasquez, Director
Tracy Bryan, Program Manager *TB*
Health & Human Services Department *JB*

DATE: September 13, 2016

SUBJECT: Renewal Agreement with Yuba College District for Counseling Services for CalWORKs referrals

RECOMMENDATION: It is recommended that the Board of Supervisors approve and execute the attached Agreement between Yuba County, on behalf of its Health and Human Services Department, and Yuba College District for Counseling Services provided to Welfare to Work participants (WTW) with a contract fee not to exceed \$26,666.00 per Fiscal Year and further authorizes the chair to execute any amendments thereto.

BACKGROUND: Since April, 2001, Yuba County has entered into Agreement with Yuba College District to provide Counseling Services for WTW participants. This is a renewal of that Agreement for the two-year term of July 1, 2016 through June 30, 2018.

DISCUSSION: Under this Agreement, Yuba College District will provide counseling services at the Yuba College Campus to WTW participants as part of their employment services activity provided by the CalWORKs program to assist them in achieving self-sufficiency.

COMMITTEE: The Human Services Committee was by-passed due to the routine nature of this request and does not involve County General Funds.

FISCAL IMPACT: Approval of this Agreement will not impact County Funds, as the cost for services rendered under this Agreement will be funded by the CalWORKs single allocation. This cost is included in the budget for FY 2016-2018.

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AGREEMENT FOR PROFESSIONAL SERVICES

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

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

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A," Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-2 through A-4.

2. TERM.

Commencement Date: July 1, 2016

Termination Date: June 30, 2018

The term of this Agreement shall become effective on July 1, 2016, and shall continue in force and effect for a period of two (2) years, 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."

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 must maintain compliance with confidentiality regulations as set forth in Attachment "F."

8. DESIGNATED REPRESENTATIVES.

The Director of YCHHSD is the representative of the COUNTY and will administer this Agreement for the COUNTY. The President 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 - Fee For Service Schedule
Attachment H - Cost Justification
Attachment I - Yuba College Quarterly Statistical Report
Attachment J - Invoice Format
Attachment K - Vendor Assurance of Compliance (CR-50)

10. TERMINATION.

COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2016.

"COUNTY"
COUNTY OF YUBA

Yuba County Board of Supervisor

"CONTRACTOR"
YUBA COLLEGE DISTRICT

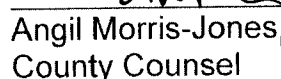


Dr. G.H. Javaheripour
President
Yuba Community College District
Tax I.D. No. 68-0447767

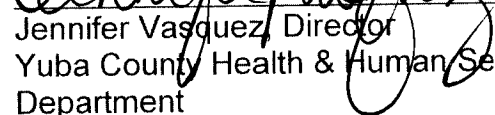
INSURANCE PROVISIONS APPROVED:


Jill Abel,
Human Resources Director & Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL


Angil Morris-Jones
County Counsel

RECOMMENDED FOR APPROVAL:


Jennifer Vasquez, Director
Yuba County Health & Human Services
Department

ATTACHMENT A

SERVICES

A.1 GENERAL.

CONTRACTOR agrees to provide Counseling Services to CalWORKs participants referred by a CalWORKs case manager. Counseling Services will be provided at Yuba College, Marysville Campus.

A.2 CONTRACTOR SCOPE OF SERVICES AND DUTIES.

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

- A.2.1** Provide academic, career, personal and social counseling to a diversified CalWORKs student population.
- A.2.2** Assist CalWORKs students with academic advising, understanding academic regulations, decision making and personal development skills.
- A.2.3** Assist CalWORKs students on academic probation in overcoming academic deficiencies and developing plans for improving performance.
- A.2.4** Work with CalWORKs students to develop comprehensive educational plans in approved programs and submit completed educational plans to county social worker.
- A.2.5** Provide follow-up appointments for academic, career, personal and social counseling to CalWORKs students
- A.2.6** Provide attendance sheet to CalWORKs by the tenth of the month following the month of service.
- A.2.7** Serve as liaison with the Health and Human Services-CalWORKs Program staff in Yuba County.
- A.2.8** Make referrals to faculty members, student personnel services (e.g. CalWORKs case manager, Child Care, Job Placement, Financial Aid Academic Skills Center) and social services agencies.
- A.2.9** Provide current labor market information to the Health and Human Services CalWORKs Program Manager and meet to agree upon the academic curriculum by September 30th of each fiscal year during the term of this Agreement.
- A.2.10** By the 4th of the month following the end of each Fiscal Quarter during the term of this Agreement, complete and submit to YCHHSD a Yuba

College Quarterly Statistical Report (Attachment I) for the preceding Fiscal Quarter period.

A.3 TIME SERVICES RENDERED.

Services will be rendered during Yuba College CalWORKs business hours, which are Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Adjustments will be made to accommodate clients as needed. Yuba College holidays will be observed.

A.4 MANNER SERVICES ARE TO BE PERFORMED.

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

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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 Twenty-Six Thousand Six Hundred and Sixty-Six Dollars (\$26,666.00) per fiscal year, in accordance with the maximum incremental amounts specified below:

<u>Service</u>	<u>Maximum Incremental Amount</u>	
Counselor	\$26,666.00	(Based on a rate of \$585.56 per 7-hour Day and Administrative Overhead \$55.38 per Hours for 48 Hours per Attachment G – Fee for Service Schedule)
Amount Payable per Fiscal Year	\$26,666.00	

In no event shall total compensation paid to CONTRACTOR under Provision B.1 exceed Twenty-Six Thousand Six Hundred and Sixty-Six Dollars (\$26,666.00) per fiscal year without an amendment to this Agreement approved by Yuba County. By mutual agreement, at the beginning of the second and third fiscal years in which this Agreement is in effect, the maximum amount payable under this Agreement and the rates charged by CONTRACTOR may be reviewed, renegotiated, and amended if mutually agreed to by both parties.

B.1.1 On a quarterly basis, CONTRACTOR shall submit detailed invoices for payment of services rendered in the format specified in Attachment J-Invoice Format. Invoices shall be submitted after completion of services or no later than the tenth (10th) day of the month following provision of services.

B.1.2 In the month of June, 2017 and June, 2018, CONTRACTOR shall submit an invoice in accordance with the format specified in Attachment "G" – Invoice Format based upon the estimated cost of services to be rendered no later than June 10, 2017 and June 10, 2018. CONTRACTOR shall submit a final invoice based upon the actual cost of services rendered no later than July 10, 2017 and July 10, 2018. COUNTY shall reconcile the amount of actual costs invoiced against the amount of estimated cost paid and issue payment of any amount due. In the event that CONTRACTOR has been overpaid, CONTRACTOR agrees to reimburse COUNTY the entire amount overpaid immediately upon receipt of written notice by COUNTY.

B.2.3 CONTRACTOR understands and agrees that payment will not be paid if and until any overdue Yuba Community College Quarterly Statistical Report or

verification of insurance as specified in Attachment E, Provision E.4 is provided by CONTRACTOR.

B.3 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement.

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 will be null, void, and not enforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

C.2 CHILD ABUSE/ADULT ABUSE. CONTRACTOR warrants that CONTRACTOR is knowledgeable of the provisions of the Child Abuse and Neglect Reporting Act (Penal Code section 11165 et seq.) and the Elder Abuse and Dependent Civil Adult Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees will execute appropriate certifications relating to reporting requirements.

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

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

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

C.6 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES. CONTRACTOR agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. CONTRACTOR shall further comply with all laws including, but not limited to, those relevant to wages and hours of employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONTRACTOR shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.7 RECORDS. CONTRACTOR agrees to maintain and preserve, and to be subject to examination and audit for a period of three (3) years after termination of Agreement to the COUNTY's Auditor and/to any duly authorized fiscal agent of the COUNTY, any books, documents, papers, and records of CONTRACTOR which are relevant to this Agreement for the purpose of making an audit, or an examination, or for taking excerpts and transcriptions.

C.8 ACCEPTANCE. All work performed and completed under this Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Failure by the CONTRACTOR to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use the facility, safety, or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONTRACTOR.

C.9 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 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 neutral 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":

Health and Human Services Department
County of Yuba
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 District
Dr. G. H. Javaheripour
Yuba College President
2088 North Beale Rd
Marysville, CA 95901

ATTACHMENT E

INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language

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

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

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

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**ATTACHMENT F
COUNTY OF YUBA
CONFIDENTIALITY PROVISIONS AND STATEMENTS**

F.1 INTRODUCTION.

For the purposes of carrying out a contract for Counseling Services 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.2.1 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: 4/15/16

CONTRACTOR


(Signature)

Dr. G.H. Javaheripour, President
(Print Name and Title)

ATTACHMENT G
FEE FOR SERVICE SCHEDULE

Counseling Services

Counselor

Rate

\$585.56/day

Administrative Overhead:

Coordination & Services

\$55.38/hour

ATTACHMENT H **COST JUSTIFICATION**

Counselor Services

7 Hours/Day

20 Counseling days - Fall 2016

21 Counseling days - Spring 2017

Personnel:	<u>Daily Rate</u>	<u>Hourly Rate</u>	<u>Hours per day</u>	<u># of Days</u>	<u>Annual Rate</u>
Salary	\$537.74	\$76.82	7	41	\$22,047.34
Benefits	\$47.82	\$6.83	7	41	\$1,960.62
Counselor Services Cost Per 7-Hour Day	\$585.56	\$83.65	7	41	\$24,007.96
<u>Administrative Overhead:</u>	<u>Hourly Rate</u>			<u># of Hours</u>	<u>Annual Rate</u>
Coordination & Services					
48 hours	\$55.38			48	\$2,658.24
Total					\$26,666.20

ATTACHMENT I**ATTACHMENT I****QUARTERLY STATISTICAL REPORT*****CalWORKs Program*****YUBA COUNTY / YUBA COLLEGE COUNSELING CONTRACT PERFORMANCE REPORT**

Statistics from MONTH through MONTH YEAR

	COLLEGE CAMPUS - COUNSELING								PLACEMENTS	
	TOTAL REFERRED			TOTAL CONTACTS			DEGREES	CERTIFICATES	EMPLOY Existing	EMPLOY New Contracts
MONTH	SIPS	CO	SELF	SIPS	CO	SELF				
OCTOBER							NA	NA		
NOVEMBER										
DECEMBER										
GRAND TOTAL	0	0	0	0	0	0	0	0	0	0

COLLEGE CAMPUS COUNSELING

Referred = Received Referral form from worker (SIPS and Post Assessment)

Served = Number of counseling appointments with students

SIP = Self Initiated Participants

CO = County

* = None received

ATTACHMENT J INVOICE FORMAT

YUBA COMMUNITY COLLEGE DISTRICT 2088 NORTH BEALE ROAD MARYSVILLE, CA 95901				
YUBA COUNTY CONTRACT BUDGET SUMMARY - COUNSELING				
ATTENTION: Tracy Bryan				
DATE: _____		INVOICE# _____		
OCTOBER 2016				
Contractor Name: YUBA COMMUNITY COLLEGE DISTRICT Address: 2088 NORTH BEALE ROAD MARYSVILLE, CA 95901		Contact Name: Cristina M. Sanchez Phone: (530) 741-8782 Period of Service: OCTOBER 2016		
POSITION PROVIDING SERVICE	NAME	DAYS OF SERVICES RENDERED	COST PER WEEK	TOTALS
COUNSELING SERVICES			\$	
ADMINISTRATIVE OVERHEAD			\$	
TOTAL EXPENSE FOR COUNSELING SERVICES			\$	-
			\$	-
TOTAL EXPENSE FOR			\$	-
<small>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.</small>				
Cristina M. Sanchez Director of CalWORKs		Date _____		
MAKE CHECKS PAYABLE TO: YUBA COMMUNITY COLLEGE DISTRICT				
<u>PLEASE SUBMIT A COPY OF THIS INVOICE WITH YOUR PAYMENT</u>				
OFFICE USE ONLY				
PC CODE:		DEPOSIT TO BUDGET CODE: 12-515-0-00-000000-8899		
PREPARED BY: Amanda Smith				
PHONE# (530) 634-7773				
FAX# (530) 741-6942		TOTAL: \$ -		
<small>Mail invoice and back-up documentation to: Yuba County Health and Human Services Department, Attention: CalWORKs Program Manager, P.O. Box 2320, Marysville, CA 95901</small>				
ATTACHMENT J				

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

(401-0916) Appro... - 31 of 32

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.

8/1/16

Date



Contractor's Signature

2088 North Beale Road, Marysville, CA 95901
Address of vendor/recipient
CR50-Vendor Assurance of Compliance

(08/13/01)

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Information Technology Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
Angil Morris-Jones, County Counsel
From: Paul LaValley, CIO
Date: September 13, 2016
Re: Resolution to approve the purchases for County wide camera project

Recommendation:

The Board of Supervisors approve the purchase of additional services for camera installation and replacement projects within the County; and authorize the Purchasing Agent to execute the agreements upon review by County Counsel.

Background:

The County needs to begin replacing and supplementing the surveillance camera system at major County facilities. A vendor was brought in as a sole source provider due to their previously competed agreements, pricing, and familiarity with our systems.

Due to the complexity of this project, and the unique needs of each facility, RFI was selected based on prior camera projects in April of 2016 and also based on their certification with the county's existing video surveillance management system (OnSSI). RFI has successfully completed projects for both Health and Human Services and for the Treasurer's Office. They have been very responsive to changes in scope, problem resolution, and tuning for those projects.

Discussion:

Due to age, style and design a number of our current cameras are failing and need to be updated.

In Juvenile Hall, it has been recommended they upgrade their very old system. Working with this vendor we've designed a system for the Hall that can be redeployed to the new facility when it is completed.

At the Gov Center, we are missing out on law enforcement action due to poor picture quality.

We have worked with the vendor to minimize costs as part of the contracts to date and will continue to work with them to minimize costs in future. Cost management includes a services contract (WSCA/NASPO contract number 3047) and limited material cost mark-up. As the individual contracts are finalized, we ask the Board authorize the Purchasing Agent to execute them in the interest of time.

August 31, 2016

Committee Action:

Due to the routine nature of this request, we have brought this item directly to your Board for consideration.

Fiscal Impact:

There is no additional budget requested, but an allowance of services from the single vendor (RFI) to exceed the current \$50,000 annual limit set by purchasing policy. Costs to for the camera upgrades are budgeted for and reside in each appropriate department's or building's budget. We are requesting the Board authorize these expenditures totaling no more than \$150,000 across all projects.

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

**APPROVE THE PURCHASE OF ADDITIONAL
SERVICES FOR CAMERA INSTALLATION
AND REPLACEMENT PROJECTS WITHIN
THE COUNTY; AND AUTHORIZE THE
PURCHASING AGENT TO EXECUTE THE
AGREEMENTS.**

) RESOLUTION NO. _____
)
)
)
)
)

WHEREAS, the county uses camera systems for security surveillance at all major County facilities; and

WHEREAS, there are additional camera projects required for the County, including new installations for Juvenile Hall and replacements for the Government Center; and

WHEREAS, RFI Enterprises has successfully implemented significant camera replacements and new installations for Health and Human Services and the Treasurer's Office; and

NOW, THEREFORE, BE IT RESOLVED, The Yuba County Board of Supervisors hereby authorizes the Purchasing Agent to approve additional contracts for RFI Enterprises up to \$150,000 within the 2016/2017 Budget Year, subject to county counsel approval.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the 13th day of September 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chairman


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



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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services 
Date: September 13, 2016
Re: Special Presentation - Scouts

Recommendation

The Board receives a presentation from the Golden Empire Council of the Boy Scouts of America on their plans and progress for the property formerly known as the County 4H Camp.

Background / Discussion

The County donated the old 4H Camp property to the Golden Empire Council of the Boy Scouts of America late last year. The Scouts have invested a lot of money and work in the property and they are anxious to share their plans with the Board.

Fiscal Impact

There is no fiscal impact to the County from this action

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Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services *[Signature]*
Date: September 13, 2016
Re: Staff direction on building security

Recommendation

Provide staff direction how to proceed with procuring services for unarmed building security for County facilities.

Background

The County of Yuba has a need for unarmed uniformed security at several facilities. We have two full time officers during a daytime shift at the Courthouse and one in the Shoenig Court Annex. We have guards 24/7 at our Packard Health and Human Services / Child Support facility, one guard assigned during Board of Supervisor meetings, and we have many ad hoc requests for after-hours work at the Government Center and at other sites per user request.

Discussion

The County of Yuba has been served by Elite Security contractually for twelve years and in reality many more years than that. The first contract that we are aware of began in 2004. We conducted an RFP in 2010 and issued a new 5 year contract. In 2015 we developed a new contract for one year only that also included the option to renew for two one-year extensions at County discretion.

Rates over the years have ranged from \$15.97 in 2004 to \$16.77 in 2007 to \$13.44 in 2010 to \$14.75 currently.

When the one year contract was passed in 2015, several Board Members mentioned a preference to go out to bid.

The Board has several options to consider;

- Renew the current agreement for a one-year extension
- Direct staff to issue a request for proposals to evaluate options in the marketplace
- Direct staff to explore other options rather than using private security services

Committee Action

As this action is to seek direction only, we brought the request directly to your Board for a recommendation.

Fiscal Impact

There is no fiscal impact at this time.



Administrative Services Memorandum

To: Board of Supervisors
CC: Robert Bendorf, County Administrator
From: Doug McCoy, Director, Administrative Services *[Signature]*
Date: September 13, 2016
Re: Relocation of Veteran's Memorial stone tablets

Recommendation

The Board hereby authorizes the removal of the marble tablets bearing the names of Yuba County's World War One fallen veterans in order for them to be relocated to the Veteran's Memorial Center in Marysville.

Background

The 14 white marble tablets bearing the names of Yuba County's World War One veterans have been attached to the wall in the lower level Courthouse courtyard garden for many years. They were placed there by several Yuba County Veterans' organizations and appear to remain their property.

Discussion

The Marysville Veteran's Memorial Center; home of the American Legion Post #42 and VFW Hall Post #987 has requested these plaques be relocated from the Courthouse garden to the Center where they may be displayed and cared for.

Yuba County Buildings & Grounds will coordinate resources for their removal and the transportation to their new home.

Committee Action

Due to the unique nature of the request, the item has been brought directly to the Board for review.

Fiscal Impact

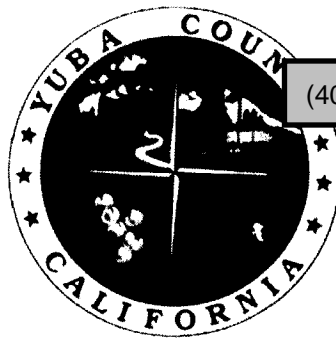
We do not anticipate any fiscal impact as a result of this action.

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The County of Yuba

OFFICE OF THE COUNTY ADMINISTRATOR

GOVERNMENT CENTER 915 8TH STREET, SUITE 115
MARYSVILLE, CALIFORNIA 95901-5273
(530) 749-7575 FAX (530) 749-7312



406-0916

ROBERT BENDORF

(406-0916) Appro... - 1 of 6

DEPUTY COUNTY ADMINISTRATOR

RUSS BROWN
COMMUNICATIONS & LEGISLATIVE AFFAIRS
COORDINATOR

AMANDA NIX
EXECUTIVE ASSISTANT TO THE
COUNTY ADMINISTRATOR

TO: Yuba County Board of Supervisors
FROM: Robert Bendorf, County Administrator *RB am*
RE: Yuba-Sutter Regional Leadership Committee about homelessness
DATE: September 13, 2016

RECOMMENDATION

It is recommended that the Board of Supervisors participate in a Regional Homelessness Leadership Committee and designate a board member and alternate to serve.

BACKGROUND

Yuba County staff and consultant Scott Thurmond developed a draft regional homeless plan and asked administrators and elected officials in the region to review. In July, your Board appointed Supervisor Fletcher to serve on the committee to review and discuss the proposed Action Plan for Homelessness. The six jurisdictions and at least one elected from each jurisdiction met on August 18th to discuss next steps to have the draft plan discussed before each council and board.

The outcome of that meeting was the recommendation to create a Regional Leadership Committee comprised of one member and one alternate from the Yuba and Sutter County Boards of Supervisors and the City Councils of Live Oak, Marysville, Wheatland and Yuba City. The objective of the Regional Leadership Committee will be to establish a way forward in the Yuba-Sutter Region to address homeless camping and homelessness impacting the quality of life in our communities. The development and implementation of a coordinated response from the counties and cities in the Yuba-Sutter region is an intended outcome of this work.

Attached is a draft Action Plan for Homelessness that will form a starting point for the work of the Regional Leadership Committee.

FISCAL IMPACT

None

ACTION PLAN FOR HOMELESSNESS YUBA AND SUTTER COUNTIES

(406-0916) Appro... - 2 of 6

This plan is being developed to establish a way forward for the Yuba-Sutter region to address homeless camping, which impacts quality of life in our communities. Its purpose is to address the needs of both chronic and situational homeless persons through the development and implementation of a coordinated response from the counties and cities in the Yuba-Sutter region. This joint effort will reduce the number of people living in public spaces through this coordinated effort of local jurisdictions and non-profit organizations.

SUMMARY

Unique to the Yuba-Sutter region is the ease of migration between jurisdictions and attractiveness of the river bottom locations for camping. The two counties (Sutter and Yuba) and four incorporated cities (Yuba City, Live Oak, Marysville and Wheatland) have a combined population of 168,690. The 2015 point in time count of homeless individuals in Sutter and Yuba counties identified 869 individuals experiencing homelessness, slightly down from the 997 counted in 2006 (Appeal Democrat 5-3-06). About a third of the identified homeless population (31%) reported chronic substance abuse, severe mental illness, military veteran status, or fleeing a domestic violence situation contributing to homelessness.

Government alone cannot solve the issue of homelessness. It is critical that local government agencies partner with non-profit service providers, business operators/owners, residents, and people who are homeless in this planning process. All are considered stakeholders.

The overall purpose and mission of this plan is to provide a strategy for implementation of a coordinated, sustainable regional approach to assist homeless individuals and families achieve stable and healthy lives. A concurrent purpose of this plan is to create a more positive interaction between the homeless and the general community at or near public locations; ensuring the enjoyment of public spaces for all local citizens within the region.

Note: *This is a living document created to serve as a guide and subject to change and amendment as this partnership grows.*

KEY PARTNERS AND STAKEHOLDERS

- Yuba County*
- Marysville*
- Wheatland*
- Sutter County*
- City of Yuba City*
- Live Oak*
- Nonprofit organizations, Yuba-Sutter Continuum of Care members
- People experiencing homelessness
- Business Owners/Operators
- Residents

**each jurisdiction's policy body will designate a representative and alternate to serve on the Regional Leadership Committee*

STRATEGIC PRIORITIES

- **Enhance** coordination among non-profit organizations and government
- **Provide** seamless services through effective partnerships
- **Increase** the availability of stable and sustainable housing
- **Ensure** the availability of basic needs services
- **Inventory and evaluate** enforcement strategies utilized by jurisdictions
- **Preserve** public areas for their intended use by residents and the public at large

Priority A. Enhance coordination among non-profit organizations and government

- **Goal 1:** Formation of a regional leadership and charter (this action plan)
 - **Objective:** Establish governance team members:
 - 1 representatives each Sutter, Yuba Counties

✓ *Measurement: Team established*

- **Goal 2:** Identify services currently available in all jurisdictions
 - **Objective:** inventory of services currently available for supporting the action plan
 - **Objective:** from this inventory, a lead nonprofit project partner will be identified by the governance team

✓ *Measurement: Service inventory established; lead nonprofit named*

- **Goal 3:** Identify services to be provided
 - **Objective:** Lead nonprofit partner scope of service work developed
 - **Objective:** Partner nonprofits and agencies scope of services developed

✓ *Measurement: Scopes of service developed*

- **Goal 4:** Identify best practices

Service Providers

Yuba County

- Buddy's House
- California Rural Legal Assistance
- Habitat for Humanity Yuba-Sutter
- Harmony Health Medical Clinic
- Marysville Immediate Care Clinic
- Peach Tree Health
- REST - Regional Emergency Shelter Team
- SA Depot Family Crisis Center
- Salvation Army
- St. Joseph Church (CLRS)
- St. John's Episcopal Church – *food shelf & community lunch*
- Twin Cities Rescue Mission
- Sutter-Yuba Mental Health Services
- Yuba County Health & Human Services
- Yuba County One Stop
- Yuba Sutter Stand Down
- Yuba Sutter Veteran Services Office

Sutter County

- A Hand Up Ministry
- Ampla Health
- Bridges to Housing
- Casa de Esperanza
- Central Valley Homeless Veterans Assistance Program
- Crossroads Community Church
- First Lutheran Church
- First Steps
- First United Methodist Church
- Hands of Hope
- REST - Regional Emergency Shelter Team
- Sutter County One Stop
- Sutter County Social Services
- Sutter-Yuba Mental Health Services
- St. Vincent de Paul
- St. Andrew Presbyterian
- VA No. Calif. Health Care Clinic

- **Objective:** Field trip to service sites in nearby jurisdictions of similar size (example: Fourth & Hope emergency shelter, housing, residential treatment)
- **Objective:** Engage businesses and the community in best practices conversation through community meetings

✓ *Measurement: best project practices reviewed; community engaged with at least 2 public meetings (1 in each county)*

□ **Goal 5:** Secure initial service location

- **Objective:** Determine use for initial location – emergency housing (cabins/tiny homes), one stop coordinated entry
- **Objective:** Establish budget for providing identified services

✓ *Measurement: location, use, and budget established/created*

Priority B. Provide seamless basic needs services through effective partnerships

□ **Goal 6:** Partner agencies and nonprofit develop MOU's defining services

- **Objective:** Service definition to include timing, location, populations (e.g., focused on military veterans)

□ **Goal 7:** Partner agencies and nonprofit sign MOU's defining services to be provided

✓ *Measurement: MOU's in place*

Potential Financial Resources

- CA Housing & Community Development (HCD)
- Community Development Block Grant (CDBG)
- Community Services Block Grant (CSBG)
- General fund of jurisdictions
- First 5
- Private foundations and donors
- AB 109: CA Public Safety Realignment
- Affordable Housing Sustainable Communities (AHSC): revenue stream from CA cap and trade program
- Housing choice vouchers (housing authority)

Short term project steps:

- Facilitate re-location out of river bottom; prevent increase in number of individuals in general, and along the river bottom.
- Engage in services, solution resources, etc.
- Rapidly re-house those who are willing
- Find a temporary location that will serve as a temporary living site for 200-300 people.
- Survival and self-sufficiency services provided by local service providers.

Priority C: Increase the availability of stable and sustainable housing

- **Goal 8:** Inventory of housing resources created by governance team
 - **Objective:** Vacancy rate determined
 - **Objective:** New construction needs determined

✓ *Measurement: Housing inventory available*

Priority D: Ensure the availability of basic needs services

- Goal 9:** Establish list of financial and in-kind resources
 - **Objective:** Working with nonprofit and agency partners, this list will be reviewed and available to governance team
 - **Objective:** Affordable housing options will be identified as available for individuals wanting to move from homelessness to housing

✓ *Measurement: Resources list developed*

- **Goal 10:** Secure commitment of financial and in-kind resources from government and nonprofit partners
 - **Objective:** Working with jurisdictions and nonprofits, available funding sources will be identified and secured for plan implementation

✓ *Measurement: List developed; assessed with budget plan*

- **Goal 11:** Location/site services
 - **Objective:** Establishment of a broader continuum of services at a temporary one stop campus, with access to temporary housing, permanent supportive housing, rapid re-housing and menu of social service activities.

✓ *Measurement: Services in place at one stop location*

Priority E: Inventory and assess enforcement strategies

- **Goal 12** Review recent enforcement efforts of other jurisdictions
 - **Objective:** Identify successful regional strategies

✓ *Measurement: Jurisdictional governance teams receive accounting of regional strategies that have been employed, and an evaluation of effectiveness.*

Priority F: Inventory and assess overall best practices to effectively address nuisance behaviors

- **Goal 13** Review recent efforts by area jurisdictions to address any nuisance behaviors of people experiencing homelessness that have a negative impact on the general public.

- **Objective:** Identify successful local and regional best practices that encourage positive behavior and community interaction of people experiencing homelessness while mitigating public nuisance behaviors.
- **Objective:** Evaluate strategies to address nuisance behaviors impacting private property owners, and/or business operations.

- ✓ *Measurement: Jurisdictional governance teams receive accounting of strategies that have been employed, and an evaluation of effectiveness.*

PLACEHOLDER GOAL FOR THE PROGRAM:

Once goals 1 – 13 have been implemented, the collection of data regarding people served, and how they are being served will be conducted. Program accomplishments will be shared with the community.

Outcome Measurements & Community Education

- Data collection – numbers served, etc.
- Dissemination of data – community engagement plan

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



407-0916
(407-0916) Hold ... - 1 of 6

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

September 13, 2016

TO: YUBA COUNTY BOARD OF SUPERVISORS

FROM: MICHAEL G. LEE, DIRECTOR OF PUBLIC WORKS

SUBJ: TRAFFIC ORDINANCE AMENDMENT TO ESTABLISH SPEED LIMIT ON COUNTRY CLUB ROAD FROM FEATHER RIVER BLVD WESTERLY TO END OF COUNTRY CLUB ROAD

RECOMMENDATION:

Approve the attached Ordinance Amendment establishing speed limit of 30 mph on Country Club Road from Feather River Blvd westerly to end of Country Club Road.

BACKGROUND:

Residents have complained about motorists speeding on this section of Country Club Road. Currently, this road segment is not posted for a speed limit and the prima facie speed limit for roads not posted is a maximum of 55 mph.

A speed survey was conducted in July 2016 for this road and an engineering and traffic survey (ETS) was subsequently completed.

The Three Rivers Levee Improvement Authority (TRLIA) has plans to open up lands on the western side of the levee at the end of Country Club Road to the general public.

The section of Country Club Road east of Feather River Blvd has a speed limit of 35 mph per current ordinance.

DISCUSSION:

Residents have complained about the speed of motorists on this section of Country Club Road. Residents are also concerned about the potential increase in traffic and motorists' speeds when TRLIA opens up land to the general public at the westerly end of Country Club Road in the near future.

Homes on this section of the road have a density less than the required density to meet the definition of a residence district as established in the California Vehicle Code. Therefore, a prima facie speed limit of 25 mph for a residence district is not applicable. To establish a lower speed limit than 55 mph an engineering and traffic survey (ETS) has to be performed.

The results of the speed study (the raw traffic data) for this section of Country Club Road resulted in an 85th percentile speed of 31.6 mph. Rounding to the nearest 5 mph increment the initial speed limit would be 30 mph. The results of the ETS indicated that no conditions exist to reduce the 85th percentile lower than the 30 mph.

Therefore, a speed limit of 30 mph for this section of Country Club Road is more than reasonable. The speed limits will not be in effect until signs are installed.

Three Rivers Levee Improvement Authority has requested that your Board consider this as an urgency ordinance (see attached letter).

COMMITTEE ACTION:

The Land Use & Public Works Committee reviewed this item and recommends approval.

FISCAL IMPACT:

Cost to install all of the signs is approximately \$700 which will be paid from the Road Fund.



THREE RIVERS LEVEE IMPROVEMENT AUTHORITY

1114 Yuba Street, Suite 218

Marysville, CA 95901

Office (530) 749-7841 Fax (530) 749-6990

August 25, 2016

To: Mike Lee
Yuba County Public Works

RE: Proposed Speed Limit Ordinance for Country Club Avenue – Urgency Request

Request the proposed Speed Limit Ordinance for Country Club Avenue be adopted by the Yuba County Board of Supervisors as Urgent.

Urgency is needed for this speed limit ordinance on Country Club Avenue because there are several public safety concerns as outlined below:

- 1) Country Club Avenue has been designated by the TRLIA Board as the interim entrance into the Feather Setback Area. Currently there is no posted speed limit sign on Country Club Avenue. This is a safety concern since visitors to the Feather Setback Area could travel at unsafe speeds that could impact the residents along Country Club. Posting the speed limit signage will allow the Sheriff and Highway Patrol to have a valid speed limit to enforce along Country Club. This is important for the residents that live along Country Club. Placing the speed limit sign on Country Club is the trigger for Country Club to be open.
- 2) There is a strong desire by people to gain access to the Feather Setback area; specifically the Feather River. To prevent vandalism of the levee system (gates etc.) TRLIA has allowed public access to the setback area, but has recently needed close the public entrance at Star Bend due to dust issues. A solution to the dust problem has not been found. Currently there is no public entrance to setback area and people are again vandalizing and damaging the levee system and adjacent orchards to gain access to the Feather Setback and River, which are directly impacting public safety. The TRLIA Board has approved the levee ramp entrance at Country Club Ave to be the interim entrance to offset these issues.

Thank you for your consideration of this request. If there are questions, please contact me 530-749-5679, or email at pbrunner@co.yuba.ca.us.

Paul G. Brunner
Executive Director

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 9.15.041 OF
CHAPTER 9.15 OF TITLE IX OF THE
YUBA COUNTY ORDINANCE CODE
REGARDING VEHICLE TRAFFIC SPEED LIMIT
ON COUNTRY CLUB ROAD**

The following ordinance, consisting of three (3) sections, was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

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



Angil P. Morris-Jones

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

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

Section 2. Upon the basis of the engineering and traffic survey, the Yuba County Board of Supervisors hereby determines and declares that a speed limit of 55 miles per hour is more than reasonable or safe for any person to drive a vehicle on or along the sections of roads described and set out herein and the Board hereby determines and declares that the prima facie speed limits set forth herein are more appropriate to facilitate the orderly movement of traffic and are reasonable and safe. Section 9.15.041 of Chapter 9.15 of Title IX is therefore amended as follows:

9.15.041 Country Club Road

- (a) No person shall drive a vehicle on or along Country Club Road from Feather River Road easterly to the end of Country Club Road in excess of a speed limit of 35 mile per hour.
- (b) No person shall drive a vehicle on or along Country Club Road from Feather River Road westerly to the end of Country Club Road in excess of a speed limit of 30 mile per hour.

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

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The County of Yuba

Community Development & Services Agency

Kevin Mallen, Director

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



408-0916
(408-0916) Hold ... - 1 of 10

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

TO: Board of Supervisors

FROM: Kevin Mallen; CDSA Director
Jeremy Strang; Code Enforcement Manager

DATE: September 13, 2016

SUBJECT: Create Ordinance Chapter 7.20, Emergency Homeless Shelters and Facilities

- RECOMMENDATION:**
1. Adopt as urgent, by four-fifths vote, the Findings and Declarations as listed in Section one (1) of the attached ordinance
 2. Adopt Urgency Ordinance creating Chapter 7.20, Emergency Homeless Shelters and Facilities (four-fifths vote required).

BACKGROUND: Yuba County has been working on both short-term and long-term solutions regarding our local homeless population. Numerous inspections at the three primary homeless encampments, identified at previous Board meetings, revealed the existence of numerous and severe health and safety violations that demanded immediate attention by the County. The County embarked on a multifaceted plan to clean up areas where homeless were living and establish a temporary shelter for the homeless to supplement a shortage of existing beds that serve unsheltered homeless persons. On June 14, 2016, your Board received information regarding homeless activities including concerns, barriers and known hazards. Your Board approved funding for the creation of a local emergency homeless shelter, now known as 14 Forward.

DISCUSSION: On July 26, 2016, your Board adopted a Resolution (2016-69) that cites numerous health and safety issues associated with homeless encampments including identifying a shortage for housing for low-income households. As part of that Resolution, your board declared an Emergency Shelter Crisis pursuant to California Government Code, sections 8698-8698.2.

Pursuant to those Government Code sections, when the County declares a shelter crisis, the County shall become immune from liability for ordinary negligence that may occur in providing emergency housing. The Statute further suspends all regulatory statutes and regulations that prescribe standards of housing, health and safety, as strict compliance with existing regulations would prevent, hinder or delay the County's ability to alleviate the immediate health and safety hazards that are occurring due to the lack of affordable housing for low-income individuals as well as persons who are unable to obtain shelter.

The Statute allows the County to enact minimal public health and safety standards that replace current health and safety standards. The attached ordinance sets the standards for both emergency homeless facilities and structures used for shelters within the facilities. The standards contained in the ordinance will be operative only during a declared housing emergency and the standards only apply to facilities that are owned, operated, leased or maintained by the County of Yuba.

14 Forward is currently operating and has been since July 15, 2016. The County has taken measures to ensure that the 14 Forward facility is safe and healthy for both its participants as well as the community. It is imperative that this Ordinance move forward as urgent in order to preserve public health and safety and especially the health and safety of homeless individuals that are unable to find shelter. Also as an urgent matter, this ordinance coupled with the County's Resolution declaring a shelter emergency, aligns the County's declared shelter emergency with the Government Code by immediately establishing minimal standards for health and safety.

**ENVIRONMENTAL
DETERMINATION:**

Pursuant to the State Guidelines to implement the California Environmental Quality Act (CEQA), the ordinance has been reviewed for its potential to impact the environment. It is recommended that the Board of Supervisors determine that the proposal will not have an adverse impact upon the environment and it is, therefore, EXEMPT from further environmental review pursuant to CEQA Section 15061(b)(3).

COMMITTEE ACTION:

Land Use & Public Works Committee was bypassed due to the urgency of this item.

FISCAL IMPACT:

The proposed ordinance will not have a significant impact on the General Fund as the development of the 14 Forward facilities was constructed using monies from the Relocation Trust Fund (#256) and the facilities are consistent with the standards proposed in the ordinance. Ongoing costs of operation and maintenance will come from several other identified fund accounts as well as private donations.

ORDINANCE NO. _____

**AN URGENCY ORDINANCE ENACTING CHAPTER 7.20 OF THE YUBA COUNTY
ORDINANCE CODE RELATING TO EMERGENCY HOMELESS SHELTERS AND
FACILITIES, OWNED, OPERATED, LEASED OR MAINTAINED, OR ANY
COMBINATION THEREOF BY THE COUNTY OF YUBA.**

The following ordinance consisting of three (3) sections was duly and regularly passed and adopted by the Board of Supervisors of the County of Yuba, State of California, at a regular meeting of the Board of Supervisors held on 13th day of September, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANGIL MORRIS-JONES:

By: Courtney C. H.

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

SECTION 1.

The Board of Supervisors of the County of Yuba, by four-fifths vote, hereby finds and declares the following:

- A. Resolution No 2016-69 was adopted by the Yuba County Board of Supervisors on July 26, 2016. The declarations made on that day continue to exist within the County as well as surrounding jurisdictions. The findings contained therein are hereby incorporated herein by reference.
- B. On July 13, 2016, the Honorable California State Senator, Kevin De Leon, President Pro Tempore, sent correspondence to the Yuba County Board of Supervisors acknowledging that California has one-third of the nation's homeless. Senator De Leon cites that 58% of the State's 28,000 chronically homeless are unsheltered and are absorbing the greatest amount of taxpayers' resources. Senator De Leon also reported on the "No Place Like Home" initiative along with other funding initiatives to combat homelessness.
- C. The most recent point-in-time statistical count of the Yuba and Sutter Counties homeless population is 716. Further, the number of self-declared homeless individuals reporting to the Yuba County Department of Health and Human Services Department far exceeds that count. The Yuba-Sutter regional resource of homeless shelter beds is 208 and those resources are unable to support the demand for homeless individuals who are unsheltered.
- D. Because of the lack of available low-income dwellings for rent, the homeless population is also unable to obtain low-cost housing. The number of people occupying homeless encampments and the concentration of homeless encampments continue to increase and are creating an immediate and serious health and safety threat to both the occupants of the encampments as well as the citizens of Yuba County.
- E. The Public Health Division has previously identified a number of public health concerns regarding the above mentioned encampments which continue to pose a potential threat to the health and well-being of the citizens encamped in these sites and to the citizens of Yuba County as referenced in Resolution No 2016-69, previously incorporated by reference.
- F. The Yuba County Board of Supervisors finds that immediate action, in the form of an urgency ordinance, is necessary to combat the lack of available homeless shelter resources accessible to our local homeless population.
- G. The Yuba County Board of Supervisors finds that immediate action, in the form of an urgency ordinance, is necessary to preserve the public health and safety of citizens of the County of Yuba.
- H. State and local regulatory statutes, regulations, and ordinances that prescribe standards for housing, health, and safety, hinder and/or delay the County's ability to implement strategies geared towards reducing homelessness and its need to preserve the public peace, health and safety.

- I. Pursuant to California Government Code, Section 8698.1, Yuba County shall be immune from liability for ordinary negligence for conditions, acts or omissions directly related to the provision of emergency shelters.
- J. Pursuant to the California Environmental Quality Act ("CEQA") and State CEQA Guidelines, the adoption of this ordinance is exempt from CEQA review pursuant to Title 14. California Code of Regulations section 15061(b)(3), and Notice of Exemption will be filed upon adoption of this ordinance.
- K. Adoption of this Ordinance under urgency is necessary for the immediate preservation of the public peace, health, and safety, as set forth in Government Code section 25123(d), in order to assist homeless individuals in accessing temporary emergency shelter and to mitigate the health and safety hazards identified with homeless encampments.

SECTION 2.

Chapter 7.20 Title VII of the Yuba County Ordinance Code is hereby created:

CHAPTER 7.20 EMERGENCY HOMELESS SHELTERS AND FACILITIES

- 7.20.100 TITLE
- 7.20.110 PURPOSE
- 7.20.120 FINDINGS
- 7.20.130 SCOPE
- 7.20.200 DEFINITIONS
- 7.20.300 PROCLAMATION OF A SHELTER CRISIS
- 7.20.310 STATE AND LOCAL STATUTES AND REGULATIONS NOT APPLICABLE
- 7.20.320 EMERGENCY HOMELESS SHELTER DESIGN REQUIREMENTS
- 7.20.330 EMERGENCY HOMELESS SHELTER USE AND OCCUPANCY REQUIREMENTS
- 7.20.400 SEVERABILITY

ARTICLE 1 SCOPE AND APPLICATION

7.20.100 TITLE Pursuant to authority granted in California Government Code, Sections 8698-8698.2, these regulations, as part of Title VII of the Yuba County Ordinance Code, shall be known as the Emergency Homeless Shelter and Facilities Code of the County of Yuba.

7.20.110 PURPOSE The purpose of this Chapter is to promote safe and uniform construction and operation of Emergency Homeless Shelter Facilities that are owned, operated, leased or maintained by the County of Yuba. The further purpose of this Chapter is to mitigate the negative effects of the shelter crisis occurring within the County of Yuba while preserving the public health and safety of all of its citizens.

7.20.120 FINDINGS

- A. Resolution No 2016-69 was adopted by the Yuba County Board of Supervisors on July 26, 2016. The declarations made on that day continue to exist within the County as well as surrounding jurisdictions. The findings contained therein are hereby incorporated herein by reference.
- B. On July 13, 2016, the Honorable California State Senator, Kevin De Leon, President Pro Tempore, sent correspondence to the Yuba County Board of Supervisors acknowledging that California has one-third of the nation's homeless. Senator De Leon cites that 58% of the State's 28,000 chronically homeless are unsheltered and are absorbing the greatest amount of taxpayers' resources. Senator De Leon also reported on the "No Place Like Home" initiative along with other funding initiatives to combat homelessness.
- C. The most recent point-in-time statistical count of the Yuba and Sutter Counties homeless population is 716. Further, the number of self-declared homeless individuals reporting to the Yuba County Department of Health and Human Services Department far exceeds that count. The Yuba-Sutter regional resource of homeless shelter beds is 208 and those resources are unable to support the demand for homeless individuals who are unsheltered.
- D. Because of the lack of available low-income dwellings for rent, the homeless population is also unable to obtain low-cost housing. The number of people occupying homeless encampments and the concentration of homeless encampments continue to increase and are creating an immediate and serious health and safety threat to both the occupants of the encampments as well as the citizens of Yuba County.
- E. The Yuba County Board of Supervisors finds that immediate action, in the form of an urgency ordinance, is necessary to combat the lack of available homeless shelter resources accessible to our local homeless population.
- F. State and local regulatory statutes, regulations, and ordinances that prescribe standards for housing, health, and safety, hinder and/or delay the County's ability to implement strategies geared towards reducing homelessness and its need to preserve the public peace, health and safety.
- G. Pursuant to California Government Code section 8698.1, Yuba County shall be immune from liability for ordinary negligence for conditions, acts or omissions directly related to the provision of emergency shelters
- H. Pursuant to the California Environmental Quality Act ("CEQA") and State CEQA Guidelines, the adoption of this ordinance is exempt from CEQA review pursuant to Title 14. California Code of Regulations section 15061(b)(3), and Notice of Exemption will be filed upon adoption of this ordinance.
- I. Adoption of this Ordinance under urgency is necessary for the immediate preservation of the public peace, health, and safety, as set forth in Government Code section 25123(d), in order to assist homeless individuals in accessing temporary emergency shelter and to mitigate the health and safety hazards identified with homeless encampments.

7.20.130 SCOPE Any Yuba County facility that is designated for use as an Emergency Homeless Shelter, and that is owned, operated, leased or maintained, or any combination thereof by the County of Yuba shall be subject to this code.

ARTICLE 2 DEFINITIONS

7.20.200 DEFINITIONS For the purposes of this Chapter, the following definitions shall govern:

1. **Board of Supervisors.** Means the Yuba County Board of Supervisors.
2. **Code.** Means the Yuba County Ordinance Code.
3. **Day.** Means one calendar day.
4. **Emergency Homeless Shelter.** Means a structure or building, including a tent, that is utilized for sleeping purposes during a shelter crisis. An Emergency Homeless Shelter is not a dwelling and need not contain all of the provisions for living and habitation as required for dwellings by State Housing Law.
5. **Emergency Homeless Shelter Facility or Public Facility.** Means facilities that are owned, operated, leased or maintained, or any combination thereof by the County of Yuba for the purpose of providing emergency shelter to the homeless.
6. **Building Codes.** Means the California Code of Regulations, Title 24, all Volumes.
7. **State Housing Law.** Means any provision of Division 13 or the California Health and Safety Code, or any other provision of law referenced therein.

ARTICLE 3 REQUIREMENTS FOR EMERGENCY HOMELESS SHELTERS AND FACILITIES DURING A SHELTER CRISIS

7.20.300 PROCLAMATION OF A SHELTER CRISIS Emergency Homeless Shelters and Facilities constructed or operated pursuant to this Chapter shall only be utilized where a shelter crisis, pursuant to California Government Code section 8698, has been proclaimed.

- A. A shelter crisis may be proclaimed by resolution when the Board finds that a significant number of persons are without the ability to obtain shelter, resulting in a threat to their health and safety.
- B. The Board of Supervisors shall review the proclamation of a shelter crisis on an annual basis to determine the need for a continuing crisis. The crisis shall not terminate because the matter was not reviewed.

7.20.310 STATE AND LOCAL STATUTES AND REGULATIONS NOT APPLICABLE

- A. Pursuant to California Government Code section 8698, et seq. any Yuba County facility containing emergency homeless shelters created pursuant to this Code shall be exempt from any state or local regulatory statute, regulation, or ordinance prescribing standards of housing, health, or safety. Any state or local regulatory statute, regulation, or ordinance prescribing

standards of housing, health, or safety shall be suspended to the extent that strict compliance would prevent, hinder and/or delay the purpose of this Chapter.

- B. Where a local, state or federal shelter crisis is proclaimed, the rules and regulations contained herein shall apply.

7.20.320 EMERGENCY HOMELESS SHELTER DESIGN REQUIREMENTS

- A. Emergency Homeless Shelter Facility Design. Emergency Homeless Shelter Facilities shall:
1. Have an Emergency Preparedness Plan for each facility
 2. Provide adequate access for emergency service vehicles
 3. Have fire extinguishers centrally located throughout the facility. Fire extinguishers shall have regularly scheduled servicing and maintenance
 4. Provide a minimum of 3 feet of shelter-to-shelter separation
 5. Provide a minimum of 5 feet separation between any property line and a shelter unit
 6. Provide a facility supervisor to monitor compliance with facility rules and regulations, and to notify emergency services in the event of an emergency
 7. Provide for, or provide access to:
 - a. Sanitary facilities – including toilet and hand-washing
 - b. Provide or provide access to heating and cooling facilities, either onsite or offsite
 - c. Shower facilities
 - d. Storage facilities for personal items
- B. Emergency Homeless Shelter Design. Buildings and/or structures used for Emergency Homeless Shelters shall conform to the following:
1. Provide a minimum of 50 square feet for each occupant
 2. Provide an exit that leads directly to the outdoors/evacuation route
 3. Provide light and ventilation
- C. Permit and Inspection Requirements.
1. Permitting and inspection requirements as set forth in the Building Codes or in any State or local regulatory statute, regulation, or ordinance shall not be required.
 2. The Yuba County Board of Supervisors, at its sole discretion and at any time, may cause fire-life-safety inspections to be conducted. The Board of Supervisors may designate a local official to carry out this provision.

7.20.330 EMERGENCY HOMELESS SHELTER USE AND OCCUPANCY REQUIREMENTS

- A. Qualifications to Stay. Participation in a Yuba County Emergency Homeless Shelter is voluntary. In order to be eligible to stay at a Yuba County Emergency Homeless Shelter, individuals, or families, shall complete the intake process, meet the requirements set forth in the Emergency Temporary Shelter Agreement, and sign the Emergency Temporary Shelter Agreement.

1. Users shall be limited to a stay of 21 days or less. Applications for extended stays may be considered and the granting of any extension is at the sole discretion of the County of Yuba.
 2. Participation in any Emergency Homeless Shelter facility does not imply, or create a right or interest under California landlord-tenant laws.
- B. Storage of chattel within each unit may be permitted; however, personal items shall be limited to daily use items. Storage of chattel shall not create a fire-life-safety hazard.

ARTICLE 4 SEVERABILITY

7.20.400 SEVERABILITY If any section, subsection, sentence, clause, or phrase of this Chapter is for any reason held to be invalid, unlawful, or unconstitutional such invalidity or unconstitutionality shall not affect the validity, lawfulness, or constitutionality of any or all other portions of this Chapter.

SECTION 3.

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

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FEDERAL ENERGY REGULATORY COMMISSION

WASHINGTON, D. C. 20426

August 18, 2016

DE OF ENERGY PROJECTS

Project No. 10821-004 - California
Camp Far West Transmission Line Project
Pacific Gas & Electric Company

Mark Stewart
Electric FERC License Coordinator
4636 Missouri Flat Rd
Placerville, CA 95667

Reference: Authorization to Use the Traditional Licensing Process

Dear Mr. Stewart:

In a letter filed on June 30, 2016, Pacific Gas and Electric Company (PG&E) requested to use the Traditional Licensing Process (TLP) in preparing a relicense application for the existing 60-kilovolt Camp Far West Transmission Line Project, located in Placer and Yuba Counties, California. On the same date, PG&E also filed a notice of intent and pre-application document (PAD) for the project.

On August 3, 2016, PG&E filed documentation with the Commission showing that they published a notice of the request to use the TLP in the June 9, 2016 edition of the *Lincoln News Messenger* and the June 10, 2016 edition of the *Appeal Democrat*. PG&E's notice contained the information required in section 5.3(d)(2) of the Commission's regulations, including a statement requesting that comments on the request to use the TLP be filed with the Commission within 30 days following the date PG&E filed its request. No comments have been received in response to the notice or the PAD.

Therefore, based on the information that PG&E provided, which indicates that the complexity of the resource issues is believed to be small, the level of anticipated controversy is expected to be minimal, and there is a reasonable amount of available information regarding resources associated with the project, I am granting PG&E's request.

Section 16.8 of the Commission's regulations describes the pre-filing steps that need to be completed when preparing an application for a hydropower license under the TLP, including consultation and conducting necessary studies [18 C.F.R. §16.8(a)-(e)]. Specific steps that will need to be carried out during pre-filing consultation include an

Project No. 10821-004

2

Clerk/Board of Supervisors

initial joint agency/public meeting and site visit [§16.8(b)(3)]; an opportunity for participants to request studies [§16.8(b)(5)]; preparation and participant review of a draft application [§16.8(c)(4)]; and a meeting to resolve any disputes on the draft application [§16.8(c)(6)]. Please note that the initial joint agency/public meeting, is required to be held no sooner than 30 days, nor later than 60 days, from the date of this letter [§16.8(b)(3)(ii)].

If you have any questions, please contact Quinn Emmerring at (202) 502-6382 or via email at quinn.emmerring@ferc.gov.

Sincerely,

Vince Yearick
Director
Division of Hydropower Licensing

cc: Mailing List
Public Files

RECEIVED

AUG 28 2016

409-0916

RECEIVED

AUG 26 2016

Project No. 10821-004

2

Clerk/Board of Supervisors

(409-0916) One n... - 2 of 2

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Pacific Gas & Electric Company

Project No. 10821-004

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

(August 18, 2016)

- a. Type of Filing: Notice of Intent to a File License Application and Request to Use the Traditional Licensing Process.
- b. Project No.: 10821-004
- c. Date Filed: June 30, 2016
- d. Submitted By: Pacific Gas & Electric Company (PG&E)
- e. Name of Project: Camp Far West Transmission Line Project
- f. Location: The project is a transmission line-only project located in Placer and Yuba Counties, California. The project occupies 10.9 acres of federal land administered by Beale Air Force Base, Department of Defense.
- g. Filed Pursuant to: 18 CFR 5.3 of the Commission's regulations
- h. Potential Applicant Contact: Mark Stewart, Electric FERC License Coordinator, 4636 Missouri Flat Road, Placerville, CA 95667; (530) 621-7243; e-mail—m985@pge.com.
- i. FERC Contact: Quinn Emmering at (202) 502-6382; or e-mail at quinn.emmering@ferc.gov.
- j. PG&E filed its request to use the Traditional Licensing Process on June 30, 2016. PG&E provided public notice of its request on June 9 and June 10, 2016. In a letter dated August 18, 2016, the Director of the Division of Hydropower Licensing approved PG&E'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 PG&E 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. PG&E 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. 10821-004. 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 licensing this project must be filed by June 30, 2019.
- p. Register online at <http://www.ferc.gov/docs/filing/subscription.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.

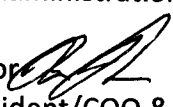
Yuba County Community Action Agency

Yuba Sutter Economic Development Corporation
950Tharp Road, Suite 1303, Yuba City, CA 95993
(530) 751-8555



September 13, 2016

To: Yuba County Finance and Administration Committee

From: Kevin Mallen, CDSA Director 
Brynda Stranix, YSEDC President/COO & Executive Director, Yuba County Community Services Commission

Subject: Transition of the Yuba County Community Services Commission as a commission of the county to Yuba County Community Action Agency as a 501 (c)3 non-profit organization.

RECOMMENDATION:

That the Finance and Administration Committee recommend to the Board of Supervisors to adopt the attached resolution terminating the Yuba County Community Services Commission as a commission of the county and allow the Executive Director to form the Yuba County Community Action Agency as a 501 (c)3 non-profit corporation as the Community Action Agency for Yuba County.

BACKGROUND:

Government Code §12750 provides the authority for the Yuba County Board of Supervisors to designate a Community Action Agency in Yuba County and on April 25, 1988, the Yuba County Board of Supervisors adopted Resolution 1988-42 designating Yuba County as the Community Action Agency in Yuba County. The Yuba County Community Services Commission has been acting as the governing body since that time and county staff have been providing administration to the commission. It became increasingly difficult to manage the administration of the commission and the program due to staff reductions.

In January 2016, Yuba-Sutter Economic Development Corporation took over the administration and Brynda Stranix became the Executive Director. At the July 26, 2016 meeting of the commission, it was voted unanimously to terminate as a commission of the county and form as a non-profit.

DISCUSSION:

Over the years, with the reduction of county staff, programs such as the Community Services Commission have become more difficult to manage in-house. In addition, reporting for these types of programs becomes challenging when staff changes and clarifications are needed.

With the formation of a 501 (c)3 non-profit, the activities can be more closely monitored as it becomes its own separate entity and will be solely responsible for reporting to the State. It is anticipated to lessen the burden on staff as well as eliminate audit findings due to fiscal vs. calendar year reporting, as has been the problem under the County management.

In addition, as a non-profit, the agency becomes more attractive to other public and private sector funding agencies and can compete for additional revenues, thereby creating a more profound impact on poverty in Yuba County.

There would be no change in the structure of the current operating board as it is required to remain a tripartite board consisting of five representatives from the supervisorial districts or their appointed designees, five representative from the low income sector and five from the private sector.

YSEDC has access to a 501(c)3 organization in good standing that will be ceasing operation at December 31, 2016 that can be easily repurposed for use by Yuba County Community Action Agency. The process to rename the organization will begin upon approval by the Board of Supervisors and it is anticipated to be complete and ready for a January 1, 2017 start date. Yuba-Sutter Economic Development Corporation will manage the conversion process and any associated costs as well as additional cost of insurance, tax return filing, etc. County Counsel has no objection to the change.

FISCAL IMPACT:

None to the general fund. All costs associated with the Community Action Agency are paid for from the annual allocation of Community Services Block Grant funds designated for Yuba County by the State of California.

Attachment:
Resolution

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

A RESOLUTION OF THE BOARD OF SUPERVISORS DESIGNATING THE 501C (3) NONPROFIT CORPORATION TITLED YUBA COUNTY COMMUNITY ACTION AGENCY AS THE COMMUNITYACTION AGENCY FOR YUBA COUNTY))))))	RESOLUTION NO. _____
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WHEREAS, Government Code §12750 provides the authority for the Yuba County Board of Supervisors to designate a Community Action Agency in Yuba County; and

WHEREAS, on April 25, 1988 the Yuba County Board of Supervisors adopted Resolution 1988-42 wherein the Board designated Yuba County as the Community Action Agency in Yuba County; and

WHEREAS, from 1988 through 2015 Yuba County staff provided administration for the Yuba County Community Action Agency and then beginning in 2016 administration of the Agency was transferred by the County to the Yuba Sutter Economic Development Corporation; and

WHEREAS, the Yuba Sutter Economic Development Corporation also provides administration for the Sutter County Community Action Agency, which is a 501(c) 3 non-profit Corporation; and

WHEREAS, in order to improve efficiency of administration it is being recommended by the Yuba County Community Services Commission to terminate as a commission of the County and form as a 501(c) 3 non-profit Corporation instead of Yuba County as the Community Action Agency.

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 Yuba County Community Services Commission be a 501(c) 3 non-profit Corporation titled Yuba County Community Action Agency and is designated as the Community Action Agency for Yuba County.

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

APPROVED AS TO FORM:

By: 
Yuba County Counsel