

BOARD OF SUPERVISORS

AGENDA

Meetings are located at:
Yuba County Government Center
Board Chambers, 915 Eighth Street
Marysville, California



Agenda materials are available at the Yuba County Government Center, 915 8th Street, Marysville and www.co.yuba.ca.us. Any disclosable public record related to an open session item and distributed to all or a majority of the Board less than 72 hours prior to the meeting is available for public inspection at Suite 109 of the Government Center during normal business hours.

FEBRUARY 7, 2017

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

5:30 P.M. YUBA COUNTY IN HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

ROLL CALL - Directors Vasquez, Leahy, Lofton, Bradford, Fletcher

ACTION ITEM: Approve meeting minutes of December 13, 2016.

CLOSED SESSION: Labor negotiations pursuant to Government Code 54947(a) - SEIU/IHSS Negotiator Jill Abel

ADJOURN

6:00 P.M. YUBA COUNTY BOARD OF SUPERVISORS - Welcome to the Yuba County Board of Supervisors meeting. As a courtesy to others, please turn off cell phones, and electronic devices, which might disrupt the meeting. All items on the agenda other than Correspondence and Board and Staff Members Reports are considered items for which the Board may take action. The public will be given opportunity to comment on action items on the agenda when the item is heard and comments shall be limited to three minutes per individual or group.

I. PLEDGE OF ALLEGIANCE - Led by Supervisor Bradford

II. ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher

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

A. Administrative Services

1. [5-2017 Approve contract amendment for the Sheriff Tenant Improvement project completion of Phase 2 work with Vanir Construction Management, and authorize chair to execute same.](#)

B. Board of Supervisors

1. [10-2017 Approve Certification Statement Regarding Composition of Local Planning Council Membership and authorize Chair to execute.](#)
2. [\(9-0217\) Approve appointment of Sutter County Supervisor Mat Conant as Alternate to the Feather River Air Quality Management District.](#)

C. Clerk of the Board of Supervisors

1. [7-2017 Approve meeting minutes of January 9, 10, and 24, 2017.](#)

D. County Administrator

1. [8-2017 Approve letter of support for SB1 and AB1 as they relate to transportation funding for road maintenance and repair and authorize Chair to execute.](#)
2. [12-2017 Approve letter opposing State Water Resource Control Board 35-75 percent unimpaired flow of water into the Delta and authorize Chair to execute.](#)

E. Health and Human Services

1. [6-2017 Adopt resolution authorizing Director to execute certain contracts for Fiscal Year 2017-2018 or multi years and to accept and appropriate funds.](#)
2. [1-2017 Adopt resolution authorizing application for Prescription Drug Overdose Prevention Initiative Grant for June 1 - February 28, 2019, authorizing Director to execute application and any documents required by application and resultant grant award.](#)

F. Probation

1. [16-2017 Approve the hire of Amanda Malucchi for the position of Deputy Probation Officer III at the advanced index rate of 1.15.](#)

IV. **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern provided it is within the jurisdiction of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 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.

V. **COUNTY DEPARTMENTS**

A. Board of Supervisors

1. 13-2017 Receive update from Fish and Game Ad Hoc Committee regarding an advisory commission, use of funds, and approve recommendation to authorize funding to Friends of Fish and Game a non-profit 501(c). (No background material) (Ten minute estimate)

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

- A. [3-2017 Two notices from California Fish and Game Commission regarding regulatory actions.](#)

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

VIII. **CLOSED SESSION**

- A. Pending litigation pursuant to Government Code 54956.9(d)(1) - Hedrick vs. Grant

IX. **ADJOURN**

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

The County of Yuba

Administrative Services



TO: Board of Supervisors

FROM: Administrative Services, Andrea Armstrong

SUBJECT: Administrative Services: Approve contract amendment for the Sheriff Tenant Improvement project completion of Phase 2 work with Vanir Construction Management, and authorize chair to execute same.

DATE: February 7, 2017

NUMBER: 5/2017

Recommendation

Recommend the Board approve a contract amendment for the Sheriff Tenant Improvement project completion of Phase 2 work with Vanir Construction Management, and authorize chair to execute same.

Background

On November 18, 2014, your Board approved a contract with Vanir Construction Management for Construction Management for Phase 1 services for the Sheriff Facility Tenant Improvement Project. One February 10, 2015, your Board approved work for Phase 2 of the contract with an anticipated completion date of February 2016.

The project was not completed in February 2016. In April, 2016, the County separated from the original general contractor and efforts began to replace the general contractor while working with the subcontractors to ensure a more seamless transition when a new general contractor was selected. Vanir Construction Management assisted the county in these efforts.

Discussion

In October 2016, a construction contract was awarded to Simile Construction for the completion of this project. This proposed contract extension is for work performed by Vanir from February 2016 through the estimated completion date of April 2017.

The terms and conditions of the original agreement were established with the original contract brought to the Board in November 2014. This extension is for the additional work and time involved in completing this project.

Committee Action

Due to the project timeline, this item has been brought directly to your Board for consideration.

Fiscal Impact

The total for this final phase of work is not to exceed \$355,000.00 and has been included in the project budget and funded accordingly.

Attachments

5/2017 Original Contract Vanir Construction Management - Sheriff Tenant Improvement project
5/2017 Amendment 1 Vanir Construction Management - Sheriff Tenant Improvement project

**PROFESSIONAL SERVICES AGREEMENT
AMENDMENT # 1**

This is the First Amendment to the agreement, dated July 8, 2014 for construction management services between the County of Yuba (COUNTY) and Vanir Construction Management (CONTRACTOR).

Pursuant to Operative Provisions of Articles 3, 4, 5 & 7, the following changes are hereby made:

- (1) Term. Extend the agreement term for the completion of construction.

Commencement Date: November 15, 2014

Termination Date: April 30, 2017

- (2) Payment. Pricing shall be amended and shall not exceed \$355,000 for the completion of Phase 2, unless amended and agreed by both parties.

All other terms and conditions remain unchanged.

In witness thereof, the parties hereto have executed this Amendment # 1 to the Agreement on

_____ 2017.

"COUNTY"
County of Yuba

"CONTRACTOR"
Vanir Construction Management

Chair,

Annex V. [Signature], CFO
for ~~John A. Kuprenas~~ Joseph A. Mehula
President

INSURANCE PROVISIONS APPROVED

[Signature]
Jill Abel,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

[Signature]
for Angil Morris-Jones,

DEPARTMENT APPROVAL
Sheriff's Department

AGREEMENT BETWEEN
THE COUNT OF YUBA
AND
VANIR CONSTRUCTION MANAGEMENT, INC.

July 8, 2014

TABLE OF CONTENTS

1.	RELATIONSHIP OF THE PARTIES	2
2.	PROJECT DEFINITION	3
3.	CONSTRUCTION MANAGER'S BASIC SERVICES	3
4.	DURATION OF THE CONSTRUCTION MANAGER'S SERVICES	12
5.	CHANGES IN THE CONSTRUCTION MANAGER'S BASIC SERVICES AND ADDITIONAL COMPENSATION	12
6.	OWNER'S RESPONSIBILITIES	13
7.	COMPENSATION AND PAYMENT	14
8.	INSURANCE AND MUTUAL INDEMNITY	15
9.	TERMINATION AND SUSPENSION	17
10.	DISPUTE RESOLUTION	18
11.	ADDITIONAL PROVISIONS	19
	Appendix A: SCHEDULE OF RATES FOR PERSONNEL COSTS	21
	Appendix B: ALLOWABLE REIMBURSABLE EXPENSES	22

**AGREEMENT BETWEEN
THE COUNTY OF YUBA
AND
VANIR CONSTRUCTION MANAGEMENT, INC.**

AGREEMENT made this 8th day of July, of the year 2014.

Between the Owner:

County of Yuba
Administrative services
Government Center
915 8th Street, Suite 119
Marysville, CA 95901

and the Construction Management (CM) firm of:

Vanir Construction Management, Inc.
4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834
Telephone (916) 575-8888

for services in connection with the Project known as:

New Sheriff Facility

The County of Yuba (referred to as the "Owner") and Vanir Construction Management, Inc. (referred to as the "CM"), agree as set forth herein.

ARTICLE 1: RELATIONSHIP OF THE PARTIES

1.1 Owner and Construction Manager

The Construction Manager, hereinafter referred to as CM, shall be the Owner's agent in providing the Construction Manager's Services described in Article 3 of this Agreement. The CM and the Owner shall perform as stated in this Agreement and the CM and Owner accepts the relationship of trust and confidence between them, which is established herein.

1.1.1 Standard of Care

The CM covenants with the Owner to furnish its skill and judgment with due care and in accordance with applicable federal, state and local laws and regulations which are in effect on the date of this Agreement first written above, in carrying out their responsibilities defined in Article 3 of this contract.

1.2 Owner and Design Professional

The Owner shall enter into a separate agreement with one or more Design Professionals to provide architectural and engineering design for the Project. The Project is defined in Article 2 of this Agreement.

1.3 Owner and Contractors

The Owner shall enter into separate contract with one or more Contractors for the construction of the Project.

1.4 Relationship of the CM to Other Project Participants

In providing the Construction Manager's Services described in this Agreement, the CM shall endeavor to maintain a working relationship with the Contractors and Design Professional on behalf of the Owner. However, nothing in this Agreement shall be construed to mean that the CM assumes any of the responsibilities or duties of the Contractors or the Design Professional. The Contractors are solely responsible for construction means, methods, sequence and procedures used in the construction of the Project and for the safety of its personnel and its operations and for performing in accordance with the Contractor's contract with the Owner. The Design Professional is solely responsible for the Project design and shall perform in accordance with the agreement between the Design Professional and the Owner. There are no third party beneficiaries of this Owner-CM agreement and no one except the parties to the CM agreement may seek to enforce its terms.

ARTICLE 2: PROJECT DEFINITION

The Project for which the Owner has contracted the services of the CM is described below:

Renovation of an existing 56,400 SF building at 720 Yuba Street, Marysville to accommodate a New Sheriff Facility. Scope includes tenant improvement on approximately 44,000 SF with the remaining space available for future expansion. Project also includes a 4,700 SF auxiliary building and coordination with a new communication tower project occurring concurrently.

ARTICLE 3: CONSTRUCTION MANAGER'S BASIC SERVICES

3.1 CM Basic Services

The CM shall perform the Basic Services described in this Article. It is not required that the Basic Services be performed in the sequence in which they are described.

3.2 Phase 1: Pre Award of General Contract Phase

- 3.2.1 Provide constructability and value engineering review of 100% construction documents.
- 3.2.2 Review, edit, and recommend Division 0 and 1 specification documents. Work with County to develop general contract documents and bid form.
- 3.2.3 Perform check estimate of the AE detailed estimate
- 3.2.4 Develop master project schedule detailing construction management and stakeholder activities necessary for the execution of the project.
- 3.2.5 Develop and recommend project duration, project phasing and milestone strategy
- 3.2.6 Confirm liquidated damages value
- 3.2.7 Evaluate/confirm permitting requirements
- 3.2.8 Coordinate with County Building Department and assigned building inspectors.
- 3.2.9 Assist County with bidding of the general contract
- 3.2.10 Perform local contracting market outreach
- 3.2.11 Lead pre-bid conference
- 3.2.12 Receive and manage bid requests for clarification

- 3.2.13 Manage bid addendum, if any
- 3.2.14 Assist in bid evaluation and award
- 3.2.15 Assist with bid protests, if any
- 3.3 Phase 2: Post Award of General Contract Phase (Not in Contract)
- 3.3.1 Construction
- 3.3.1.1 Lead pre-construction meeting
- 3.3.1.2 Perform Contractor administration including monitoring General Contractor's conformance with contract requirements.
- 3.3.1.3 Perform construction observation in coordination with County inspectors.
- 3.3.1.4 Review Contractor safety program for compliance with contract and notify County of observed safety violations, if any
- 3.3.1.5 Perform schedule management including review and approval of baseline construction schedule, monthly progress schedules, requests for time extension and monitoring schedule perform in the field.
- 3.3.1.6 Provide cost control and change order management including reviewing evaluating change requests for merit, alternatives and mitigation strategy, perform check or independent estimates of the contractors price proposal, negotiating changes and making recommendation to the County for the award of changes, if any. Provide monthly budget reports to County or more frequently if required.
- 3.3.1.7 Work with County inspectors to review and approve Contractors monthly pay applications. Assist County with documentation in support of the pay application process.
- 3.3.1.8 Support County with project accounting as defined by the county.
- 3.3.1.9 Set up and maintain a document control system and project files. Maintain official project files to be transmitted to the County at the completion of the project.
- 3.3.1.10 Coordinate the Tower and Sheriff Facility Projects
- 3.3.1.11 Assist the County with scoping, bidding and managing of an independent testing and inspection firm.
- 3.3.1.12 Coordinate with County inspectors, approval authorities and utilities
- 3.3.1.13 Provide claims and dispute mitigation and support during the duration of the project.
- 3.3.1.14 Provide monthly project reporting or more frequently as required in a format approved by the County.
- 3.3.1.15 Lead or attend meetings at the project site or County offices as required.
- 3.3.1.16 Provide monthly digital project photos
- 3.3.2 Closeout

- 3.3.2.1 Assist County inspectors with the development and tracking of a punch list. Maintain a database of open punch list items and track contractor action and resolution.
- 3.3.2.2 Assist County inspectors and observe Contractor startup and testing of project equipment.
- 3.3.2.3 Monitor Contractor performed functional performance testing
- 3.3.2.4 Work with Contractor to coordinate County staff training
- 3.3.2.5 Receive, review and document Contractor provided spare parts, operation and maintenance manuals and warranty,
- 3.3.2.6 Review as-built documents for completeness and accuracy in conformance with the general contract.
- 3.3.2.7 Recommend project acceptance and completion to the County. Assist with closeout documentation.

ARTICLE 4: DURATION OF THE CONSTRUCTION MANAGER'S SERVICES

- 4.1 The duration of Phase 1: Pre-Award of General Contract, under this Agreement shall commence on the date of execution of this contract or the date of Notice to Proceed issued by the Owner to the CM, and continue for four (4) calendar months or until Contractor bids have been received, whichever period is shorter.
- 4.2 The duration of Phase 2: Post Award of General Contract, under this Agreement shall commence on the date of execution of phase 2 of this contractor or the date of Notice to Proceed for phase 2 after execution of phase 2, issued by the Owner to the CM, and continue for twelve (12) calendar months or until construction is complete, whichever period is shorter.
- 4.3 Extensions to duration of the CM's phase 1 or phase 2 services shall be dealt with as outlined in Article 5.

ARTICLE 5: CHANGES IN THE CONSTRUCTION MANAGER'S BASIC SERVICES AND ADDITIONAL COMPENSATION

5.1 Owner Changes

- 5.1.1 The Owner, without invalidating this Agreement, may make changes in the CM's Basic Services specified in Article 3 of this Agreement. The CM shall promptly notify the Owner of changes that increase or decrease the CM's compensation or the duration of the CM's Basic Services or both.

5.1.2 Additional Compensation and Changes in Duration

The CM shall be entitled to receive additional compensation when the scope of Basic Services is increased or extended through no fault of the CM. If the scope or the duration of the CM's Basic Services is extended, the CM shall be entitled to receive additional compensation. A written request for additional compensation shall be given by the CM to the Owner within thirty (30) days of the occurrence of the event giving rise to such request.

5.1.3 Changes in the CM's Basic Services

Changes in the CM's Basic Services or duration of the Agreement, and entitlement to additional compensation, shall be made by a written Amendment to this Agreement executed by the Owner and the CM. The Amendment shall be executed by the Owner and CM prior to the CM performing the Services required by the Amendment. The CM shall proceed to perform the Services required by the Amendment only after receiving written notice directing the CM to proceed.

5.1.4 Payment of Additional Compensation

The CM shall submit invoices for additional compensation with its invoice for Basic Services and payment shall be made pursuant to the provisions of Article 7 of this Agreement.

ARTICLE 6: OWNER'S RESPONSIBILITIES

- 6.1 The Owner shall provide to the CM complete information regarding the Owner's requirements for the Project.
- 6.2 The Owner shall examine information submitted by the CM and shall render decisions pertaining thereto promptly.
- 6.3 The Owner shall furnish legal, accounting, contract review and insurance counseling services as may be necessary for the Project.
- 6.4 The Owner shall furnish insurance for the Project as specified in Article 8.
- 6.5 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or the CM's services, or any nonconformity with the Contract Documents, the Owner shall give prompt written notice thereof to the CM.
- 6.6 The Owner shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with the CM, consistent with this Agreement and in accordance with the planning and scheduling requirements, and budgetary restraints of the Project.
- 6.7 The Owner shall retain one or more Design Professionals whose services, duties, and responsibilities shall be described in a written agreement between the Owner and Design Professional. The services, duties, and responsibilities set out in the agreement between the Owner and the Design Professional shall be compatible and consistent with this Agreement and the Contract Documents. The Owner shall, in its agreement with the Design Professional, require that the Design Professional perform its services in cooperation with the CM, consistent with this Agreement and in accordance with the planning and scheduling requirements and budgetary restraints of the Project as determined by the Owner and documented by the CM.

The terms and conditions of the Agreement between the Owner and Design Professional shall not be changed without written notification of the CM. The Owner shall furnish a copy of the Owner-A/E Agreement and any amendments to the CM, that designate the contractual responsibilities of all parties.
- 6.8 The Owner shall cause any and all agreements between the Owner and any Project contractor or design professional to be compatible and consistent with this Agreement. Each of the agreements shall include waiver of subrogation and shall expressly recognize the CM as the Owner's agent in providing the Construction Manager's Basic and Additional Services specified in this Agreement.
- 6.9 At the request of the CM, sufficient copies of the Contract Documents shall be furnished to the CM to permit the timely performance of services, by the Owner at the Owner's expense.

- 6.10 The Owner shall, in a timely manner secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 6.11 The Owner, its representatives and consultants shall communicate with the Contractor through the CM.
- 6.12 The Owner shall send to the CM and shall require the Design Professional to send to the CM, copies of all notices and communications sent to or received by the Owner or Design Professional relating to the Project. During the Construction Phase of the Project, the Owner shall require that the Contractors submit all notices and communication relating to the Project directly to the CM.
- 6.13 The Owner shall designate an officer, employee, or other authorized representatives to act in the Owner's behalf with respect to the Project. The Owner's representative for the Project is Doug McCoy. This representative shall have the authority to approve changes in the scope of the Project and shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.
- 6.14 The Owner shall fulfill all their contract obligations in their contract with the A/E's and contractor(s), including making periodic progress payments after considering recommendations for such payments by the CM.

ARTICLE 7: COMPENSATION AND PAYMENT

7.1 Compensation for Basic Services

The Owner shall compensate the CM for performing the Basic Services described in Article 3, within timeframes established in Article 4 as follows:

- 7.1.1 A fixed fee for phase 1, Pre-Award of the General Contract phase services of One Hundred Fifty-One and Four Hundred Fifty Five Dollars(\$151,455)
- 7.1.2 A fixed fee for phase 2, Post Award of the General Contract phase services for Four Hundred Forty Thousand Nine Hundred and Thirty Five Dollars(\$440,935). Phase 2 is not included in the contract. Execution of this work requires a change order as specified in article 5.

7.2 Payment

Payment to be made by the Owner to the CM for the cost of providing services will be based on monthly invoices in conformance with a payment schedule mutually agreed to by the Owner and CM.

- 7.2.1 The CM will submit an invoice monthly to the Owner per the billing schedule for the billing period. The Owner shall make payment to the CM of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Owner's receipt of the invoice.
- 7.2.2 Payments due to the CM that are unpaid for more than sixty (60) days from the date of the CM's invoice shall bear interest at the prevailing rate.

7.3 Accounting Records

Record of the CM's personnel expense, consultant fees and direct expenses pertaining to the Project shall be maintained on the basis of generally-accepted accounting practices and shall be available for inspection by the Owner or the Owner's representative at mutually convenient times for a period from the date of this Agreement through two years after completion of the Construction Phase Basic Services.

7.4 Compensation for Additional Services

The CM shall be compensated and payments shall be made for performing Additional Services in the same manner as provided in Article 7 for Basic Services or as a reimbursement for labor and expenses. There shall be an increase in the fee set out in Paragraph 7.1.1 and/or Paragraph 7.1.2 in an amount which is mutually agreeable between the Owner and CM. Additional fees shall be developed using the billing rates and approved expenses included in Appendix A.

ARTICLE 8: INSURANCE AND MUTUAL INDEMNITY

8.1 CM's Liability Insurance

8.1.1 The CM shall purchase and maintain insurance as shall protect the CM from the claims set forth below that may arise out of or result from the CM's performance of services pursuant to this Agreement.

8.1.1.1 Claims under Worker's Compensation, that are applicable to the work performed.

8.1.1.2 Claims for damages because of bodily injury or death of any person other than CM's employees.

8.1.1.3 Claims for damages insured by usual personal injury liability coverage.

8.1.1.4 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss or use therefrom.

8.1.1.5 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

8.1.2 The CM's Commercial General and Automobile Liability Insurance, as required by Paragraph 8.1.1, shall be written for not less than the following Limits of Liability:

a. Commercial General Liability

1. Bodily Injury:

\$1,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

2. Property Damage:

\$1,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

b. Commercial Automobile Liability

1. Combined Single Limit:

\$1,000,000.00 Each Occurrence

8.1.3 Commercial General Liability insurance may be obtained under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.

8.1.4 The foregoing policies shall contain a provision that coverages afforded under the policies shall not be canceled until at least thirty (30) days written notice has been given to the Owner and shall include an endorsement making the Owner an additional insured under the

policies. Certificates of insurance showing such coverages to be in force shall be filed with the Owner prior to commencement of the CM's services.

8.2 CM's Liability Limitation

Section removed in its entirety per email 10/23/2014.

8.3 Other's Insurance

8.3.1 The CM, as agent of the Owner, shall be named as an additional insured in any insurance policy obtained by the Owner for the Project.

8.3.2 The Owner shall require all Project contractors and design professionals ("Owner Consultants") to name the Owner and "Vanir Construction Management, Inc., its shareholders, officers, directors, employees, agents and affiliates" as additional insured on all liability insurance policies obtained by the Owner Consultants for the Project.

8.4 Notices and Recovery

8.4.1 The Owner and CM each shall provide the other with copies of certificates for all policies obtained for the Project. Each party shall provide the other thirty (30) days of notice of cancellation, non-renewal or endorsement reducing or restricting coverage.

8.5 Waiver of Subrogation

8.5.1 The Owner and CM waive all rights against each other and against the Owner Consultants for damages during construction covered by any property insurance as set forth in the Construction Contract. The Owner and the CM shall each require similar waivers from the Owner Consultants.

8.6 Indemnity

8.6.1 The CM hereby indemnifies and holds harmless the Owner and its employees from and against any and all claims, demands, suits and damages for bodily injury and property damage for which the CM is liable that arise out of the negligent acts or omissions of the CM in performing the Construction Manager's Services under this Agreement provided, however, that the CM does not assume any risk of damages to property that is incorporated in or shall be incorporated in or is located at the Project site which is not within the possession of the CM or under the CM's direction or control. The total liability of the CM to

8.6.2 The Owner hereby indemnifies and holds harmless the CM, its employees and subcontractors from and against any and all claims, demands, suits and damages for bodily injury and property damage that arise out of or result from, in whole or in part, wrongful acts or omissions of the Owner, its employees, agents, representatives, independent contractors, material suppliers, the Contractors and Design Professional.

8.6.3 The Owner shall cause all Project contractors and design professionals ("Owner Consultants") to defend, indemnify and hold harmless the Owner and CM from and against any and all claims, liabilities, demands, suits, damages and expenses (including attorney's fees and litigation costs) arising out of or in any way relating to the performance by each of the Owner Consultants of their respective agreements for services rendered on the Project, including but not limited to claims for personal injury, property damage and/or professional errors and omissions.

The CM shall cause all subconsultants ("CM Subconsultants") to defend, indemnify and hold harmless the Owner and CM from and against any and all claims, liabilities, demands, suits, damages and expenses (including attorney's fees and litigation costs) arising out of or in any way relating to the performance by each of the CM Subconsultants of their respective agreements for services rendered on the Project,

including but not limited to claims for personal injury, property damage and/or professional errors and omissions.

ARTICLE 9: TERMINATION AND SUSPENSION

9.1 Termination

9.1.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; providing that no such termination may be effected unless the other party is given:

- (i) Written notification (delivered by certified mail) that the other party is in material breach of the contract and the notification specifies the breach.
- (ii) Fifteen (15) calendar days to cure the breach.
- (iii) An opportunity for consultation with the terminating party prior to the termination.
- (iv) Termination notification (delivered by certified mail) that the breach has not been cured and providing an additional fifteen (15) calendar days prior to termination.

9.1.2 This Agreement may be terminated in whole or in part in writing by the Owner for its convenience; provided the CM is given (i) not less than thirty (30) days written notice (delivered by certified mail) of intent to terminate and (ii) an opportunity for consultation with the Owner prior to termination. In the event of notice of termination, the CM shall take reasonable measures to mitigate termination expenses.

9.1.3 If termination pursuant to Subparagraph 9.1.1 is effected by the Owner, the CM will be paid for work actually performed. The CM shall be entitled to recover termination expenses reasonably incurred. If termination pursuant to Section 9.1.1 is effected by the CM or if termination pursuant to Section 9.1.2 is effected by the Owner, the CM shall be entitled to an equitable adjustment in compensation. The equitable adjustment for any termination shall provide for payment of the CM for services rendered and expenses incurred prior to the termination. In addition, termination expenses reasonably incurred by the CM shall be paid. Termination expenses are defined as those expenses arising prior, during and subsequent to termination that are directly attributable to the termination.

9.1.4 Upon receipt of a termination notice pursuant to Paragraph 9.1.1, the CM shall (i) promptly discontinue all services affected (unless the notice directs otherwise), and (ii) deliver or otherwise make available to the Owner all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CM in performing this Agreement, whether completed or in process.

9.1.5 If, after termination for failure of the CM to fulfill contractual obligations, it is determined that the CM had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment for the compensation provided for in this Agreement shall be made as provided in Section 9.1.3 for termination for the convenience of the Owner.

9.2 Suspension

9.2.1 The Owner may in writing order the CM to suspend all or any part of the Construction Manager's Services for the Project for the convenience of the Owner or for Work stoppage beyond the control of the Owner or the CM. If the performance of all or any part of the Services for the project is so suspended, an adjustment in the CM's compensation shall be made for the increase, if any, in the cost of the CM's performance of this Agreement caused by such suspension, and this Agreement shall be modified in writing accordingly.

- 9.2.2 In the event the Construction Manager's Services for the Project are suspended, the Owner shall reimburse the CM for all of the costs of its construction staff, assigned Project home office staff, and other costs as provided for by this Agreement for the first thirty (30) days of such suspension. The CM shall reduce the size of its staff for the remainder of the suspension period as directed by the Owner and, during such period, the Owner shall reimburse the CM for all of the costs of the staff continuing their assignment to the Project. Upon cessation of the suspension, the CM shall restore the construction site staff and home office staff to its former size within thirty (30) days of notification from the Owner.
- 9.2.3 Persons assigned to another project during such suspension periods and not available to return to the Project upon cessation of the suspension shall be replaced. The Owner shall reimburse the CM for costs incurred in relocating previous staff persons returning to the Project or new persons assigned to the Project.
- 9.2.4 If the Project is suspended by the Owner for more than three (3) months, the CM shall be paid compensation for Services performed prior to receipt of written notice from the Owner of the suspension, together with direct expenses then due and all expenses and costs directly resulting from the suspension. If the Project is resumed after being suspended for more than six (6) months, the CM shall have the option of requiring that its compensation, including rates and fees, be renegotiated. Subject to the provisions of this Agreement relating to termination, a suspension of the Project does not void this Agreement.

ARTICLE 10: DISPUTE RESOLUTION

- 10.1 Meeting of Principals: In the event of a dispute arising under this Agreement, and prior to the initiation of any litigation under this Article 10, the chief executive officers of Owner and CM shall meet and confer in an attempt to negotiate a resolution to the dispute. If the principals are unsuccessful in resolving the dispute, Owner and CM shall proceed to mediation in the manner provided for in Article 10.2
- 10.2 Mediation: In the absence of a negotiated resolution, Owner and CM shall submit to voluntary non-binding mediation before a professional alternative dispute resolution firm or retired judge, as mutually agreed upon by Owner and CM. In the event that Owner and CM are unable to agree upon a neutral mediator, the matter shall be jointly submitted to the offices of the American Arbitration Association in Los Angeles, California for appointment of a mediator, in which case the mediation shall be conducted pursuant to the Rules of the American Arbitration Association. The parties shall share equally in the cost of the mediation.
- 10.3 Choice of Law: In the event the parties are unable to resolve the dispute through mediation, the law of California will govern the dispute and parties agree to litigate the matter in the Yuba County Superior Court (venue) where the Project is located.

ARTICLE 11: ADDITIONAL PROVISIONS

- 11.1 Confidentiality
- 11.1.1 The CM shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.
- 11.2 Limitations and Assignment
- 11.2.1 The Owner and the CM each binds themselves, their successors, assigns and legal representatives to the terms of this Agreement.
- 11.2.2 Neither the Owner nor the CM shall assign or transfer its interest in this Agreement without the written consent of the other, except that the CM may assign accounts receivable to a commercial bank for securing loans without approval of the Owner.

11.3 Governing Law

11.3.1 Unless otherwise provided, this Agreement shall be governed by the law of the state where the Project is located.

11.4 Extent of Agreement

11.4.1 This Agreement represents the entire and integrated agreement between the Owner and the CM and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the CM. Nothing contained in this Agreement is intended to benefit any third party. The Contractors and Design Professionals are not intended third party beneficiaries of this Agreement.

11.5 Severability

11.5.1 If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

11.6 Meaning of Terms

11.6.1 References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

11.7 Notices

11.7.1 All Notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Mail, first class, postage prepaid, addressed as follows:

To the Owner:

County of Yuba, Administrative Services
Attn: Doug McCoy
Government Center
915 8th Street, Suite 119
Marysville, CA 95901

To the CM:

Vanir Construction Management, Inc.
Attn: John A. Kuprenas
4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: [Signature] This Agreement is executed as of the day and year first written above.

for County of Yuba

for VANIR CONSTRUCTION MANAGEMENT, INC.

by:

Name
Title

by:

John A. Kuprenas
President

Insurance
Martin Wilson RM

APPENDIX "A"**SCHEDULE OF RATES FOR PERSONNEL COSTS**

<u>Position</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Principal in Charge	210	216	222
Project Manager	150	155	160
Engineering Support	140	144	197
Estimating	150	155	148
Scheduling	140	144	148
Clerical	70	72	74

ALLOWABLE REIMBURSABLE EXPENSES

The items allowable for reimbursement under Article 5 are as follows:

1. Cost of printing and distributing monthly reports.
2. Cost of transportation.
3. Cost of office supplies.
4. Cost of postage, UPS, Federal Express, etc.
5. Cost of temporary facilities, if any.
6. Cost of other items as required, with prior approval from Owner.

The foregoing instrument is a Correct Copy
of the original on file in this office
ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors of the
County of Yuba, State of California

By Donna Stottlemeier
Date: November 19, 2014

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M e m o r a n d u m

Date: January 17, 2017

To: Yuba County Board of Supervisors

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

RE: Membership Self-Certification for Child Care Planning Council

RECOMMENDATION: Board of Supervisors to approve the Certification Statement Regarding Composition of Local Planning Council (LPC) Membership and authorize the Chairman of the Board to sign.

BACKGROUND: In 1997, under AB 1542, the Council membership composition was established and legislative mandates were assigned to the Councils. The Certification Statement Regarding Composition of LPC Membership certifies that the membership criteria as established under the Education Code, Section 8499.3, are met.

DISCUSSION: The Board of Supervisors and the Superintendent of Schools make the appointments of the Council Members to the Child Care Planning Council. The submission of the Certification Statement Regarding Composition of the LPC is required annually by the State Department of Education, Child Development Division.

COMMITTEE ACTION: No committee has reviewed the request because it is annually reviewed and recertified.

FISCAL IMPACT: None

Attachments

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CERTIFICATION STATEMENT
REGARDING COMPOSITION OF LPC MEMBERSHIP

Return to:

California Department of Education
Child Development Division
Local Planning Council Consultant
1430 N. Street, Suite 3410
Sacramento, CA 95814

Due Date:
Annually on January 20

Please complete all information requested below:

County Name: Yuba County	County Coordinator Name and Telephone Number: Tonya K. Byers ~ (530) 749-4041
Membership Categories	
20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)	
Name of Representative	Address/Telephone Number
Vacant	October 1, 2015 – September 30, 2018
Paul Tupaz	1403 Felton Way Plumas Lake, CA 95961 530-701-4748 October 1, 2016 – September 30, 2019
20% Child Care providers (Defined as a person who provides child care services or represents persons who provide child care services.)	
Name of Representative	Address/Telephone Number
Jodie Keller	1128 Yuba Street Marysville, CA 95961 530-741-2295 October 1, 2015 – September 30, 2018
Kathy Woods	1919 B Street Marysville, CA 95901 530-749-6162 October 1, 2016 – September 30, 2019
20% Public Agency Representative (Defined as a person who represents a city, county, or local education agency.)	
Name of Representative	Address/Telephone Number
Leslie Cena	935 14 th Street Marysville, CA 95901 530-749-4871 October 1, 2015 – September 30, 2018
Nick Roberts	935 14 th Street Marysville CA 95901 530-749-6785 October 1, 2015 – September 30, 2018

Membership Categories

10-2017 Approve ... - 4 of 4

20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)

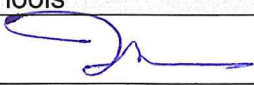

Name of Representative	Address/Telephone Number	Appointment Date and Duration
Denice Burbach	2088 North Beale Road Marysville, CA 95901 530-741-6926	October 1, 2016 – September 30, 2019
Cassandra Rivera	6249 C Street Beale AFB, CA 95903 530-634-4984	October 1, 2016 – September 30, 2019

20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)

Name of Representative	Address/Telephone Number	Appointment Date and Duration
Lena Webb	900 Olive Street Wheatland, CA 95692 530-633-9369	October 1, 2016 – September 30, 2019
Vacant		October 1, 2013 – September 30, 2016

Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of December 6, 2016 ^(Date) the above identified individuals meet the council representation categories as mandated in AB 1542 (Chapter 270, Statutes 1997; California *Education Code* Section 8499.3). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

Authorized Representative - County Board of Supervisors	Telephone Number	Date
	530-749-7510	
Authorized Representative - County Superintendent of Schools	Telephone Number	Date
	530-749-4845	11/22/17
Local Child Care Planning Council Chairperson	Telephone Number	Date
	530-674-1885, ext. 109	



Serving Sutter and Yuba Counties

5 (9-0217) Approve... - 1 of 2

Yuba City, CA 95991
(530) 634-7659
FAX (530) 634-7660
www.fraqmd.org

Christopher D. Brown, AICP
Air Pollution Control Officer

To: Yuba County Board of Supervisors

From: Christopher D. Brown AICP, Air Pollution Control Officer

A handwritten signature in black ink, appearing to be "C. Brown", enclosed in a circular scribble.

Subject: Approval of appointment to the Board of Directors of the Feather River AQMD

Date: February 7, 2017

Recommendation:

Approve the following new appointment to the Feather River Air Quality Management District Board of Directors for 2017.

Background and Discussion:

The Health and Safety Code section 40152(b) states the members and their composition shall be determined jointly by the counties and cities within the district. The Sutter County appointment requires the approval of the Yuba County Board of Supervisors.

Alternate Director:

Supervisor Mat Conant

Fiscal Impact:

None

Committee Action:

None required.

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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

JANUARY 9, 2017 – MINUTES



Call to order at 12:00 p.m.

- I. PLEDGE OF ALLEGIANCE - Led by County Administrator Robert Bendorf
- II. SWEARING IN OF NEWLY ELECTED SUPERVISORS (Conducted by Clerk of the Board)

Clerk of the Board of Supervisors administered the oath of office to:

- Supervisor-Elect Mike Leahy, District Two
- Supervisor-Elect Doug Lofton, District Three
- Supervisor-Elect Gary Bradford, District Four

- III. ELECTION OF 2017 CHAIR AND VICE CHAIR (Conducted by Clerk of the Board)

Supervisor Vasquez nominated Supervisor Fletcher for 2017 Chairman.

MOTION: Move to appoint Supervisor Fletcher 2017 Chairman

MOVED: Vasquez SECOND: Leahy

AYES: Vasquez, Leahy, Lofton, Bradford, Fletcher

NOES: None ABSTAIN: None ABSENT: None

Supervisor Lofton nominated Supervisor Vasquez for 2017 Vice Chairman.

MOTION: Move to appoint Supervisor Vasquez 2017 Vice Chairman

MOVED: Lofton SECOND: Bradford

AYES: Vasquez, Leahy, Lofton, Bradford, Fletcher

NOES: None ABSTAIN: None ABSENT: None

Chairman Fletcher welcomed new Board members, commented on experience of Board and staff, and looked forward to the coming year.

- IV. ADJOURN: 12:10 p.m.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

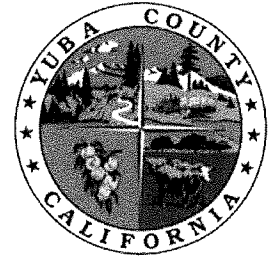
Chair

Approved: _____

The County of Yuba

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

JANUARY 10, 2017 – MINUTES



Call to order 9:33 a.m. with Supervisors Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, and Randy Fletcher present.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Vasquez
- II. ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher - All present.

Counsel Angil Morris-Jones requested adding to the agenda a resolution declaring an emergency in Yuba County due to flood waters as the need to take action arose subsequent to the agenda being posted.

MOTION: Move to add to the agenda as Item V. A. 4 MOVED: Andrew Vasquez SECOND: Gary Bradford

AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

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

MOTION: Move to approve Consent Agenda MOVED: Andrew Vasquez SECOND: Mike Leahy

AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

A. Community Development and Services

1. (01-0117) Approve Contract Change Orders, accept Goldfields Parkway Extension Project Contract No. 2016-8084 as complete, and authorize Public Works Director to execute and record Notice of Completion. Approved.
2. (02-0117) Approve Amendment No. 3 to the professional services agreement with Mark Thomas and Company for the New York House Road over Dry Creek Bridge Replacement Project and authorize Chair to execute. Approved.
3. (03-0117) Approve extension of interim appointment of Clark Pickell as Environmental Health Director for up to additional six months effective January 1, 2017. Approved.
4. (04-0117) Approve Modification No. 1 to Road Project Agreement with USDA Forest Service increasing the funding contribution to \$360,000 for Plumas National Forest construction of a bridge on Oregon Hill Road and authorize Chair to execute. Approved.

B. Board of Supervisors

1. (05-0117) Reappoint Michael Paine to Yuba County Library Advisory Commission as a District Two Representative with a term to end January 10, 2021. Approved.
2. (06-0117) Reappoint Michael Paine to Historic Resources Commission as a District Two Representative with a term to end January 10, 2021. Approved.
3. (07-0117) Appoint Otis Allen to Yuba County Planning Commission as a District Three Representative with a term to end January 11, 2021. Approved.
4. (08-0117) Appoint Clara McCall to the Library Advisory Commission as a District Three Representative with a term to end January 10, 2021. Approved.
5. (22-1017) Ratify and approve memorandum of understanding between Yuba County Health and Human Services by the Director on behalf of Yuba County and St. John's Episcopal Church for the provision of an emergency shelter site for residents of Yuba County. Approved.

C. Health and Human Services

1. (09-0117) Approve agreement between Yuba County, Sutter County, and Thurmond Consulting, LLC for consulting services, and authorize Chair to execute. Approved.

D. Clerk of the Board of Supervisors

1. (10-0117) Appoint Christopher L. Hummel to Area 4 Agency on Aging Advisory Council as a Representative with a term to end June 30, 2019. Approved.
2. (11-0117) Appoint Touresa Vang to Sutter-Yuba Behavioral Health Advisory Board as a Consumer Representative with a term to end June 30, 2019. Approved.
3. (12-0117) Reappoint Lesley C. Clarkson as a District Three Representative to the Historic Resources Commission with a term ending January 11, 2021. Approved.
4. (13-0117) Approve minutes of December 6, 13, and 20, 2016. Approved.

IV. PUBLIC COMMUNICATIONS:

Mr. Robert Rochin - Fish and Game Advisory Commission formation

V. COUNTY DEPARTMENTS

A. Board of Supervisors

1. (14-0117) Approve Board Standing Committee appointments for calendar year 2017. (Ten minute estimate)

MOTION: Move to approve MOVED: Andrew Vasquez SECOND: Doug Lofton
 AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

2. (15-0117) Adopt resolution appointing two Board of Supervisor members as Directors to Three Rivers Levee Improvement Authority Board of Directors. (Ten minute estimate) Supervisors Lofton, Bradford, and Vasquez expressed interest in serving.

MOTION: Move to appoint Supervisor Lofton
 MOVED: Andrew Vasquez SECOND: Mike Leahy
 AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

Motion passed.

MOTION: Move to appoint Supervisor Bradford
 MOVED: Andrew Vasquez SECOND: Mike Leahy
 AYES: Mike Leahy, Gary Bradford
 NOES: Andrew Vasquez, Doug Lofton, Randy Fletcher ABSENT: None ABSTAIN: None

Motion failed.

MOTION: Move to appoint Supervisor Vasquez
 MOVED: Mike Leahy SECOND: Doug Lofton
 AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

Motion passed.

MOTION: Move to adopt resolution appointing Supervisors Lofton and Vasquez
 MOVED: Andrew Vasquez SECOND: Mike Leahy
 AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

By roll call vote, adopt Resolution No. 2017-1, which is on file in Yuba County Resolution Book No. 48.

3. (16-0117) Pursuant to Government Code 1780 order Reclamation District 2103 to hold election June 6, 2017 to fill vacancy for term vacated by Trustee Gilbert for remaining term ending December 2017. (Ten minute estimate) County Counsel Angil Morris-Jones and County Clerk Terry Hansen recapped the process for a landowner election, and responded to inquiries. Ms. Hansen advised she has spoken with the District regarding the process.

MOTION: Move to approve MOVED: Andrew Vasquez SECOND: Gary Bradford
 AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

4. (22-0117) Adopt resolution proclaiming existence of local emergency due to flood waters in Yuba County.
 Emergency Services Manager Scott Bryan and County Administrator Robert Bendorf recapped current water conditions and responded to inquiries.

Marysville City Councilman Dale Whitmore commended efforts of County.

Adopted Resolution No. 2017-2, which is on file in Yuba County Resolution Book No. 48.

MOTION: Move to adopt MOVED: Andrew Vasquez SECOND: Doug Lofton
 AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

VI. ORDINANCES AND PUBLIC HEARINGS: Disclaimer read.

- A. (17-0117) Public Hearing - Hold public hearing, approve Wheatland Fire Authority Conflict of Interest Code, and direct Clerk of the Board to notify Authority of Board approval. Clerk of the Board Donna Stottlemeyer recapped the requirements for biennial review of codes and approval process.

MOTION: Move to close public hearing and approve MOVED: Mike Leahy SECOND: Andrew Vasquez

AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

- B. (18-0117) Public Hearing - Hold public hearing, approve Linda County Water District Conflict of Interest Code, and direct Clerk of the Board to notify Authority of Board approval. Clerk of the Board Donna Stottlemeyer recapped the requirements for biennial review of codes and approval process.

MOTION: Move to close public hearing and approve

MOVED: Doug Lofton SECOND: Mike Leahy

AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

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

- A. (19-0117) Thirteen notices from California Fish and Game Commission regarding various proposed regulatory actions. Received.

- B. (20-0117) Letter with attachments from Ed Brown requesting new Yuba County Fish and Game Advisory Commission. Mr. Brown and Mr. Dale Whitmore urged re-establishing commission.

Supervisor Fletcher recapped the prior ad hoc committee and established ad hoc committee appointing Supervisor Vasquez and Supervisor Leahy to explore formation possibilities, processes, and make recommendation for moving forward.

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

Supervisor Vasquez, Leahy, Lofton, Bradford: Commended staff regarding recent localized flooding

Counsel Angil-Morris Jones: Emergency shelter memorandum of understandings

IX. CLOSED SESSION: The Board retired into closed session at 10:25 a.m. and returned at 11:31 a.m. with all present.

- A. Conference with Real Property Negotiator pursuant to Government Code 54956.8 - Property: APN 019-270-028 Property Owner: R.J. Staas Revocable Trust dated January 25, 2011 Negotiating Parties: County of Yuba/Mike Lee Negotiation: Price By unanimous vote gave authorization

- B. Pending litigation pursuant to Government Code 54956.9(d)(1) - Hedrick vs. Grant No report.

X. ADJOURN: 11:31 a.m.

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

Chair

Approved: _____

The County of Yuba

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



JANUARY 24, 2017

Call to order 9:33 a.m. with Supervisors Andy Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, and Randy Fletcher present.

- I. PLEDGE OF ALLEGIANCE - Led by Supervisor Lofton
- II. ROLL CALL - Supervisors Vasquez, Leahy, Lofton, Bradford, Fletcher

County Counsel Angil Morris-Jones requested adding to agenda County Departments item V.1.B. Appoint Board Member and Alternate to the Marysville Redevelopment Agency Oversight Board, and amended item V.1.A. to include appointing an Alternate member.

MOTION: Move to add to the agenda as Item V. A. 2, and amend Item V. A. 1.

MOVED: Andrew Vasquez SECOND: Mike Leahy

AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

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

MOTION: Move approve Consent Agenda

MOVED: Andrew Vasquez SECOND: Gary Bradford

AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

A. Administrative Services

1. (029-0117) Adopt resolution approving participation in the Unified Statewide Disadvantaged Business Enterprise Certification Program as required by Federal regulations and authorizing County Administrator to execute agreement and declaration; and approve Policy Statement and authorize Director of Administrative Services to execute. Adopted Resolution No. 2017-03, which is on file in Yuba County Resolution Book No. 48.

B. Board of Supervisors

1. (023-0117) Appoint Andi Crivello to Yuba County Community Services Commission as a District Four Representative for a term to end December 31, 2020. Approved.
2. (024-0117) Appoint Kelly D. McNally to Yuba County Planning Commission as the District Four Representative with a term to end January 11, 2021. Approved.

3. (025-0117) Appoint Kendra Pepper to Sutter-Yuba Behavioral Health Advisory Board as an At-Large Representative with a term to end June 30, 2017. Approved.
4. (026-0117) Appoint Norma Stohlman to Yuba County Commission on Aging as a District Four Representative with term to end December 31, 2020. Approved.
5. (027-0117) Reappoint Patricia Camarena to Historic Resources Commission as a District Four Representative for a term to end January 10, 2021. Approved.

C. Community Development and Services

1. (028-0117) Approve Amendment No. 3 to agreement with Quincy Engineering Inc. for professional services regarding Alleghany Road Bridge Project and authorize Chair to execute. Approved.

D. Emergency Services

1. (030-0117) Adopt resolution proclaiming the ongoing existence of a local emergency due to tree mortality. Adopted Resolution No. 2017-04, which is on file in Yuba County Resolution Book No. 48.
2. (031-0117) Adopt resolution confirming and ratifying Resolution No. 2017-2, which proclaimed the existence of a local emergency due to flood waters in the County of Yuba and deeming the local emergency to exist until its termination is proclaimed by the Board of Supervisors in accordance with Government Code §8630. Adopted Resolution No. 2017-05, which is on file in Yuba County Resolution Book No. 48.

E. Health and Human Services

1. (032-0117) Approve Amendment No. 1 to agreement with NorCal Services for Deaf and Hard of Hearing, Inc. to increase funding for communication services and authorize Chair to execute. Approved.
2. (033-0117) Adopt resolution authorizing Director of Health and Human Services to enter into and execute agreement for the County Medical Services Program County Wellness and Prevention Pilot Project and any other documents related to this program. Adopted Resolution No. 2017-06, which is on file in Yuba County Resolution Book No. 48.

F. Human Resources

1. (034-0117) Adopt resolution amending Basic Salary/Hourly Schedule as it relates to classifications in Deputy District Attorney Association in District Attorney Office effective January 1, 2017. County Administrator Robert Bendorf clarified recommended action as including Child Support Services Department. Adopted Resolution No. 2017-07, which is on file in Yuba County Resolution Book No. 48.

IV. PUBLIC COMMUNICATIONS: None

V. COUNTY DEPARTMENTS

A. Board of Supervisors

1. (038-0117) Appoint Board Member and alternate to Yuba County Redevelopment Agency Oversight Board. County Administrator Robert Bendorf recapped.

MOTION: Move appoint Supervisor Lofton Representative and Supervisor Bradford Alternate
 MOVED: Andrew Vasquez SECOND: Mike Leahy
 AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

2. (040-0117) Appoint Board Member and Alternate to Marysville Redevelopment Agency Oversight Board.

MOTION: Move appoint Supervisor Leahy Representative and Supervisor Lofton Alternate
 MOVED: Andrew Vasquez SECOND: Gary Bradford
 AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

B. County Administrator

1. (035-0117) Review and consider Sloan Vasquez McAfee, LLC report and recommendations for Solid Waste Collection Services Contract; Consider recommendations for next steps including not providing a four year extension and renegotiating current agreement with our current service provider; and provide staff direction as appropriate. (Twenty minute estimate). County Administrator Robert Bendorf recapped briefly.

Ms. Carissa McAfee provided a PowerPoint presentation regarding analysis and recommendations including:

- Public input
- Stakeholder and Industry feedback and analysis
- Regional Rate Comparison
- Summary of Analysis
- Recommended Next Steps

Ms. McAfee responded to Board inquiries.

County Administrator Robert Bendorf advised the current agreement expires September 2019, recapped options available to the Board and responded to inquiries.

The following individuals spoke:

- Mr. Scott Kuhnen
- Mr. David Kuhnen
- Mr. Mike Leggins General Manager Yuba-Sutter Recology

Mr. Joe Sloan responded to Board inquires relating to timelines.

MOTION: Move to approve recommendations
 MOVED: Andrew Vasquez SECOND: Doug Lofton
 AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher
 NOES: None ABSENT: None ABSTAIN: None

C. Information Technology

1. (036-0117) Authorize Budget Adjustment in the amount of \$182,000 from Account No. 219-0000-101-0100 to No. 101-1900-190-1700 for purchase of additional network and server equipment for new Sheriff Facility. (Ten minute estimate) Director Paul LaValley provided a brief recap.

MOTION: Move to authorize

MOVED: Andrew Vasquez SECOND: Doug Lofton

AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

D. Community Development and Services

1. (039-0117) Receive road damage assessment from storms and authorize Budget Transfer in the total amount of \$370,000 from General Fund Contingency to Disaster Accounting Fund 163 for road repairs; adopt resolution invoking the emergency provision of the Public Contractors Code §22050 pursuant to findings that the road damage from the recent storms severely impair public health and safety as it relates to providing road and travel safety. Director Mike Lee recapped financial request and preliminary estimates for repair and provided pictures of the following damaged roads.

- ♦ Indiana Ranch Road
- ♦ Pendola Road
- ♦ Oregon Hill Road
- ♦ Weeds Point Road
- ♦ Celestial Valley Way
- ♦ Fountain House Road
- ♦ Old LaPorte Road

County Administrator Robert Bendorf advised the Governor had declared an emergency and information on funding would be available by the end of the week.

MOTION: Move authorize Budget Transfer

MOVED: Doug Lofton SECOND: Mike Leahy

AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

MOTION: Move to adopt

MOVED: Andrew Vasquez SECOND: Doug Lofton

AYES: Andrew Vasquez, Mike Leahy, Doug Lofton, Gary Bradford, Randy Fletcher

NOES: None ABSENT: None ABSTAIN: None

By roll call vote adopted Resolution No. 2017-08, which is on file in Yuba County Resolution Book No. 48.

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

A. (037-0117) Letter from Director Charles Matthews Jr. informing of resignation from Cordua Irrigation District effective January 9, 2017. Received.

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

Supervisor Bradford: Memorial Adjournment – Mr. Robert Thomas Wilson

Supervisor Fletcher:

- ♦ RCRC Meeting January 18, 2017
- ♦ Memorial Adjournment – Mr. Leonard Ralph Meyer

VIII. CLOSED SESSION Not needed.

A. Pending litigation pursuant to Government Code §54956.9(d)(1) - Hedrick vs. Grant

IX. ADJOURN: 10:52 a.m. in memory of Mr. Robert Thomas Wilson and Mr. Leonard Ralph Meyer.

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

By: Rachel Ferris, Deputy Clerk

Approved: _____

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The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: County Administrator, Russ Brown

SUBJECT: County Administrator: Authorize chair sign letter of support for SB1 and AB1, as they related to transportation funding for road maintenance and repair.

DATE: February 7, 2017

NUMBER:

Recommendation

Authorize chair sign letter of support for SB1 and AB1, as they related to transportation funding for road maintenance and repair.

Background

The advent of hybrid vehicles and otherwise-energy efficient transportation, coupled with state redirection of gas tax revenues, has resulted in several years of declining funds available for the upkeep of local roads. It is now estimated that, statewide, counties are facing ten year of unmet needs, which amounts to \$73 billion on local streets and road systems, in addition to \$59 billion in deferred maintenance on the state highway system. Over the past few legislative sessions, several budget proposals and legislative solutions have been introduced to address the declining state of our roads, but each of those sessions ended without any substantive funding.

Discussion

During the first session of the new Legislature, two bills – SB1 and AB1 – were introduced to provide a funding solution for the repair and maintenance of local roads. The mirror bills (they are identical, in content) takes elements of both Democratic and Republican ideas on revenues and reforms, aspects of the Governor's transportation plan, and also takes in addition recommendations from stakeholders. The resulting bill would establish \$2.4 billion in returned existing and new on-going revenues.

Yuba County Public Works Director Mike Lee brought this bill to the attention of the Legislative Affairs Coordinator and said passage of the legislation, at full implementation, would generate approximately \$4.5 million annually for road repairs and related project.

Committee Action: (Omit if to Committee)

Due to the urgency of this matter and the time constraints of legislation, this matter is being brought directly to the full board.

Fiscal Impact:

None.

Attachments



County of Yuba *Board of Supervisors*

District One ~ Andy Vasquez
District Two ~ Mike Leahy
District Three ~ Doug Lofton
District Four ~ Gary Bradford
District Five ~ Randy Fletcher

February 7, 2017

The Honorable Jim Beall
Member, California State Senate
State Capitol, Room 5066
Sacramento, CA 95814

The Honorable Jim Frazier
Member, California State Assembly
State Capitol, Room 3091
Sacramento, CA 95814

Re: SB 1 (Beall) & AB 1 (Frazier) – Transportation Funding and Reform Package – SUPPORT

Dear Senator Beall and Assemblyman Frazier:

On behalf of the Yuba County Board of Supervisors, I am submitting this letter to voice our strong support for legislative efforts to establish long term investments in California's roads and to lay the foundation for ongoing revenue streams to address our aging infrastructure. The components found in the mirror legislative bills SB 1 and AB 1 are a good start and are desperately needed to begin addressing years of neglect to our local roads.

For the past few legislative sessions, we have watched helplessly as legislative wrangling and budget debates failed to produce any solutions to the dwindling resources we have at our disposal for maintaining our streets, let alone conducting major repairs on the more than 600 miles of roads across our rural setting. In the past few weeks alone, major winter storms have exacerbated the problem, with a whole new slew of potholes, washed out roads and other damage being reported at an alarming rate. Yuba County has already tapped our contingency funds to pay for needed repairs.

As all California counties understand, we must largely rely up the state for revenues to pay for even the simplest road repairs, but past failures in Sacramento to adopt solutions has resulted in a compounded road crisis. The Governor's budget proposal of approximately \$1 billion does not come close to what is needed to get started on making things right. As a result of the state's lack of solutions, the Yuba County Public Works team constantly faces a barrage of complaints from the public, because our staff is right on the frontlines and expected to act. Sadly, all staff can do right now is prioritize and conduct a series of quick, short-term fixes that are not likely to last more than a few months.

It's also important to note that beyond the obvious issues of safety for our residents and the need for passable roads for our first responders, Yuba County is also home to Beale Air Force Base and the more than 4,500 men and women who serve there. The base is located in the lower region of our foothills right in the center of the county, and there are numerous roads that provide access on all sides of the 23,000 acres campus. Our local support for Beale's mission must include dedicated upkeep to the avenues that connect to the base at all points of the compass.

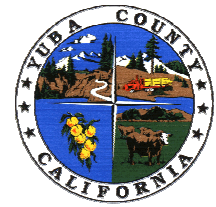
For these reasons and others, the Yuba County Board of Supervisors supports SB 1 and AB 1. If you should have any questions concerning our position, please don't hesitate to contact our Legislative Affairs Coordinator Russ Brown directly at rbrown@co.yuba.ca.us or call him at (530) 749-7575.

Sincerely,

Randy Fletcher
Chairman

cc: Assemblyman James Gallagher
Senator Jim Nielsen
Christophe A. Lee, CSAC
Paul Smith, RCRC
Paul Yoder, SYA
Karen Lange, SYA

The County of Yuba



TO: Board of Supervisors

FROM: Legislative Affairs Coordinator Russ Brown

SUBJECT: Authorize Chair to sign letter opposing a 35-75 percent unimpaired flow of water into the Delta and advocate alternative approach.

DATE: February 7, 2017

NUMBER: 12/2017

Recommendation

Approve letter opposing a 35-75 percent unimpaired flow of water into the Delta, advocate alternative approach and authorize Chair to execute.

Background

The State Water Resources Control Board (SWRCB) under their authority to establish water rights and water quality requirements to protect human, fish, and wildlife uses is in the process of updating the Bay-Delta Water Quality Plan. The update of the Bay-Delta Water Quality Plan is referred to as the Substitute Environmental Document (SED). The SWRCB is pursuing the update into two phases. The Phase I is ongoing and will set water quality standards for the major tributaries to the San Joaquin River (Stanislaus, Tuolumne, and Merced Rivers). Phase II will set enforceable flow standards for the Sacramento River and its tributaries. On October 19, 2016 the SWRCB released a draft scientific report for the Sacramento River (Phase II). The draft scientific report will be the basis for regulatory standards of the Bay-Delta Water Quality Plan. The approach taken in the draft scientific report would result in devastating impacts to the region's agricultural economy and water supplies. The counties in the Sacramento Valley region have common interests in having the SWRCB follow an alternative approach to update the Bay-Delta Water Quality Plan.

Discussion

The SWRCB released a draft scientific report for the Sacramento River portion of the Bay-Delta Water Quality Plan (Phase II). The draft scientific report used an "unimpaired flow" methodology. The "unimpaired flow" methodology was used in the 2010 SWRCB Delta Flow Criteria report. The 2010 Delta Flow Criteria report called for increasing spring Delta outflows by 4.6 million acre-feet on

average. Existing water diversions in the northern Sacramento valley would be dramatically curtailed. This would be a frontal attack on historic water rights. Dependent agricultural economies and environmental resources would be shaken. The State and Federal water projects would be similarly burdened. Major reservoirs (Oroville, Trinity, Shasta and Folsom) would typically be reduced to “dead pool” levels (effectively empty) by the end of summer.

If the proposed “unimpaired flow” approach is implemented, storage will be evacuated and diversions will be curtailed throughout our region. No carryover storage would be available for drought supply. Surface water curtailments will lead to significant additional groundwater pumping. Increased groundwater withdrawals will challenge sustainable groundwater management efforts undertaken pursuant to the Sustainable Groundwater Management Act (SGMA). Local groundwater resources and demands are precariously balanced. The State Water Board proposal would impose new and unsustainable burdens upon groundwater supplies. Collective efforts to achieve groundwater sustainability would become more difficult if not impossible to achieve.

Subsequent third-party analyses anticipated devastating impacts to existing water rights, the agricultural economy, groundwater sustainability, residential water supplies, critical habitats and the socioeconomic well-being of our communities.

The SWRCB may change water rights and reservoir operations pursuant to the new standards. Wet-season Delta outflows may increase to support Delta ecosystems and aquatic species. Cold water would be preserved for salmonids and other species.

Proposed Alternative Approach

Alternative approaches exist and could be viable to meet Delta objectives. One example utilizes a “functional flows” approach where water is used for a specific environmental purpose that is compatible with important flood protection and other water uses in the region. The Northern California Water Association (NCWA) outlined the “functional flows” approach in their December 16, 2016 letter to SWRCB chairperson Felicia Marcus (attached). NCWA and the Rural County Representatives of California are recommending that Sacramento Valley counties voice their concerns with the proposed approach and support the alternative “functional flows” approach.

Committee Action: (Omit if to Committee)

This is an urgency matter and therefore presented directly to the full Board.

Fiscal Impact:

None

Attachments

12-2017

February 7, 2017

The Honorable Jerry Brown
State Capitol, Suite 1173
Sacramento, CA 95814

Re: Concerns with SWRCB Flow Proposals

Dear Governor Brown:

The undersigned counties throughout the Sacramento Valley are very concerned with the recent scientific basis report (Phase II) prepared by the State Water Resources Control Board as part of its Water Quality Control Plan update. We support a healthy Delta, but the approach proposed by the State Water Board will redirect impacts upstream into the Sacramento Valley and will likely fail to achieve its goal of protecting Delta water quality.

The State Water Board proposal calls for a 35-75 percent unimpaired flow into the Delta. The result would redirect significant amounts of water away from the Sacramento Valley into the Delta. The simplistic approach would go beyond what is needed for environmental needs and would result in a substantial amount of water being put out to the ocean without any benefit. This in turn would be devastating to both the economy and the environment in the counties we represent, adversely affecting the availability of critical water for cities and rural communities, farms, wildlife refuges for birds and many other species, salmon and other fisheries and recreation.

More specifically, the “unimpaired flow” approach will have two significant effects in our region:

- 1) Evacuate critical water in storage and prevent the diversion of water throughout our region, which will significantly affect precious water supplies for all these purposes. This is particularly true in dry years like we have seen this decade, where water available in storage is critical to helping Californians get through these challenging times. In other words, we will go backward under the State Water Board approach—not forward—in our efforts to better prepare for the next drought in California.
- 2) Less surface water available will lead to significant additional groundwater pumping throughout the region, which will make our efforts to implement sustainable groundwater management envisioned under the Sustainable Groundwater Management Act (SGMA) more difficult. In our region, the groundwater resources are currently sustainable and we will continue to work hard with other local agencies to assure that our precious groundwater resources remain sustainable into the future. The

State Water Board proposal will make our collective efforts to achieve groundwater sustainability more difficult if not impossible.

In sum, we encourage your administration to abandon the flawed “unimpaired flow” approach. Instead, we recommend that you pursue an integrated approach such as “functional flows,” where water is used for a specific environmental purpose that is compatible with important flood protection and other water uses in the region. We believe that this 21st century approach to water management will better serve the Sacramento Valley and more effectively protect Delta water quality. We encourage your administration to embrace an approach that achieves your water quality goals for the Delta without redirecting impacts to the Sacramento Valley.

Sincerely yours,

Randy Fletcher, Chairman
Yuba County Board of Supervisors

cc: Curt Aikens
Nancy McFadden
Karla Nemeth
Felicia Marcus
Bruce Babbitt

The County of Yuba

Health and Human Services Department



TO: Board of Supervisors

FROM: Health and Human Services Department
Jennifer Vasquez, Director

SUBJECT: Adopt Resolution to execute certain contracts for FY2017/18 or multi-years and to accept and appropriate funds.

DATE: February 14, 2017

NUMBER: 6/2017

Recommendation

It is recommended that the Board of Supervisors adopt the attached resolution authorizing the Director of the Health and Human Services Department (HHSD) to enter into and execute specific new and ongoing contracts, agreements, cooperative agreements, grants and/or memorandums of understanding in an amount less than fifty thousand dollars (\$50,000) for Fiscal Year 2017/2018 or multi-years, accept donations in an amount less than ten thousand dollars (\$10,000) for Fiscal Year 2017/18 on behalf of the County of Yuba, and to accept and appropriate funds for the stated period.

Background

Yuba County Administrative Policy and Procedures Manual, Policy Number A-1, Procedure 3 reads: "It is the general policy of the County that all external documents (contract, leases, agreements, etc.) are to be executed by the Chairman of the Board of Supervisors." Exceptions should be properly authorized by the adoption of a resolution by the Board of Supervisors prior to execution of specific contracts, leases, agreements, etc. by the respective department head." In the past, the Director of HHSD has been authorized through resolution of the Board of Supervisors to sign specific contracts and agreements.

Discussion

HHSD historically receives federal and state revenues to fund various activities and programs of the department. These revenue sources typically require that Yuba County enter into contracts,

agreements, and cooperative agreements with the California Department of Health Services, the California Department of Public Health, California Department of Veteran Affairs, Colleges/Universities, and other agencies/associations or private contractors. In the interest of efficiency, the Yuba County Board of Supervisors has historically authorized the Director of HHSD to execute specified contracts and agreements on behalf of the County of Yuba, specifically when the contracts and agreements are routine and have been approved by the Board of Supervisors on prior occasions.

Committee Action: (Omit if to Committee)

The Human Services Committee was by-passed due to the routine nature of the Resolution and there are no major changes from prior Resolution except for dates and the list of contracts.

Fiscal Impact:

Approval of this Resolution will not impact County general funds. Authorizing the Director to execute Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding is a matter of efficiency, which will save time for both the Board of Supervisors and the Director.

Attachments

6/2017 Resolution for HHSD Contract Renewals FY2017-18

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

RESOLUTION AUTHORIZING THE)
DIRECTOR OF THE HEALTH AND HUMAN)
SERVICES DEPARTMENT TO EXECUTE)
CERTAIN CONTRACTS FOR FISCAL YEAR)
2017/2018 OR MULTI-YEARS AS LISTED) **RESOLUTION NO. _____**
BELOW AND TO ACCEPT AND)
APPROPRIATE FUNDS)
 _____)

WHEREAS, on a periodic basis certain governmental agencies request that the Director of the Health and Human Services Department (HHSD) sign Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding for the provision of services to that government agency and/or the provision and acceptance and appropriation of grant funds from that government agency; and

WHEREAS, on a periodic basis the Director of the HHSD is requested to sign Contracts, Agreements, Cooperative Agreements, Grants and/or Memorandums of Understanding for the provision of services by private contractors/associations and accept funds from that private contractor/association; and

WHEREAS, on occasion, the Director of HHSD is requested to sign agreements and/or related documents for the acceptance of donations (i.e. car seats, safety gear, bike helmets, etc.) from governmental agencies and/or private agencies in an amount less than ten thousand dollars (\$10,000); and

WHEREAS, it is in the interest of efficient and effective county government to have one Resolution of the Board of Supervisors authorizing the Director of the HHSD to execute, on behalf of the County of Yuba, Agreements for services such as residential care placement, educational internships, school lunch program and other certain Contracts, Agreements, Cooperative Agreements, Grants, Memorandums of Understanding and/or Interdepartmental Memorandums of Understanding, in an amount less than fifty thousand dollars (\$50,000) and agreements and/or related documents for the acceptance of donations in an amount less than then thousand dollars (\$10,000).

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of the County of Yuba, hereby authorizes the Director of the HHSD to enter into and execute, on behalf of the County of Yuba and upon review of the County Counsel, new and ongoing Agreements for residential care services, educational internships, school lunch programs, and other certain Contracts, Agreements, Cooperative Agreements, Grants, Interdepartmental Memorandums of Understanding and/or Memorandums of Understanding with government agencies, private agencies, contractors and/or associations in an amount less than fifty thousand dollars (\$50,000), for Fiscal Year 2017/2018 or multi-years, as listed below; accept donations in an amount less than ten thousand dollars (\$10,000) for Fiscal year 2017/2018; and further, the Director is granted permission to amend the contracts and execute such amendments or documents as required for the stated period; and

BE IT FURTHER RESOLVED, the Board of Supervisors of the County of Yuba, hereby authorizes the Director of HHSD to accept and appropriate funds for the contracts and agreements as listed below, and to accept donations for Fiscal Year 2017/2018 or multi-years.

A copy of each executed Contract, Agreement, Cooperative Agreement, Grant Interdepartmental Memorandum of Understanding, Memorandum of Understanding and/or Donation shall be filed with the Clerk of the Board of Supervisors of the County of Yuba.

The contract amount for each of the contracts listed below is less than \$50,000.

CONTRACTOR	PURPOSE
Beale Air Force Base (AFB)	Coordination of Services between Beale AFB and Children's Services
Browns School District	School Lunch Program – Confidentiality Agreement
CA Department of Public Health	HIV / AIDS Surveillance
CA Department of Public Health	Sexually Transmitted Disease (STD) Prevention and Control
CA Department of Public Health	Tuberculosis Control & Assistance Subvention Funds and/or Real Time Allotments
CA Department of Veteran Affairs	County Subvention Program & Medi-Cal Cost Avoidance
CA State University, Chico	Student Nursing Internships
CA State University, Chico	Student Social Services Internships
CA State University, Davis	Adult Services Training

CONTRACTOR	PURPOSE
CA State University, Davis	Child Welfare Training
CA State University, Davis	Social Services Training
Camptonville Union School District	School Lunch Program – Confidentiality Agreement
Comfort Keepers	Adult Day Care Services
Creative Alternatives Foster Family Agency	Provision of Intensive Treatment Foster Care Services
East Nicholas High School District	School Lunch Program – Confidentiality Agreement
Farrell, Catherine	Multi-Senior Services (MSSP) Dietitian Services
Marleau, Kristi	Consultant Services for Tobacco Use Prevention Program
Marysville Joint Unified School District	School Lunch Program – Confidentiality Agreement
NorCal Services	Interpreter Services for Deaf/Hard of Hearing
North Central Counties Consortium	One Stop Operator
Penn Valley Union Elementary School	Release of Confidential Info for School Lunch Program
San Mateo County	MAA/TCM Host Entity Services
Plumas Lake Elementary School District	School Lunch Program – Confidentiality Agreement
Redwood Toxicology Laboratory, Inc.	Laboratory Services for Child Welfare Services
Refined Technologies, Inc.	In-Home Supportive Services Software Maintenance Agreement
Regents, University of CA Santa Barbara	Software Agreement for Automated Vital Statistics System (AVSS)
Regents, University of CA Santa Barbara	Technical Assistance for AVSS
Response Link	MSSP Vendor Services
Rioux, Andrea and Hunter, Patty	In-House Trauma Training for CWS Supervisors and Staff
Sierra Forever Families	Adoption Home Studies
Sierra Health Care	MSSP Vendor Services
Sutter-Yuba Behavioral Health	Behavioral Health Therapeutic Services Under STOP
Tallyn, Allison	MSSP Dietitian Services
Victor Community Support Services	Group Counseling Services
Wheatland Union High School	School Lunch Program – Confidentiality Agreement
Wheatland Union High School District	School Lunch Program – Confidentiality Agreement
Yuba Community College	Foster Care Education Program
Yuba County Administrator's Office	Communications & Legislative Affairs Coordinator

CONTRACTOR	PURPOSE
Yuba County District Attorney	Prosecution Services (CalWORKs & CalFRESH)
Yuba County Human Resources	Human Resources Analyst
Yuba County Office of Education	School Lunch Program – Confidentiality Agreement
Yuba County Probation Department	Interface between Local CCS Program & CHDP Program Interface Agreement
Yuba County Public Guardian	Claiming Reimbursement for Targeted Case Management
Yuba County Schools	Coordination of Educational Support for Dependent Youth (IV-E Foster Care)
Yuba County Sheriff's Department	Physician's Assistant

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

Courtney C. Morris

The County of Yuba

Health and Human Services Department



TO: Board of Supervisors

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

SUBJECT: Health and Human Services: Adopt Resolution to apply for Prescription Drug Overdose Prevention Initiative Grant

DATE: 2/07/2017

NUMBER: 1/2017

Recommendation

It is recommended that the Board of Supervisors approve the attached Resolution of the Board authorizing the Health and Human Services Department (HHSD) to apply for the California Department of Public Health (CDPH), Safe and Active Communities Branch (SACB), Prescription Drug Overdose Prevention Program for the period of June 1, 2017 through February 28, 2019; and authorize the HHSD Director to execute documents as required by the application, the resultant grant, and any documents related to this program which includes, but is not limited to, the authority to accept, transfer and allocate the grant funds in accordance with the provisions of the grant.

Background

The California Department of Public Health, Safe and Active Communities Branch has made grant funds available through the Prescription Drug Overdose Prevention Initiative aimed at reducing rates of prescription drug abuse, misuse, and overdose, a significant public health issue in California.

Discussion

SACB will fund 8-10 local opioid abuse prevention coalitions for the 21-month period of June 1, 2017 through February 28, 2019. Each awardee may receive an award up to \$52,500 for the stated period. The approval of this Board Resolution will authorize HHSD to apply for the funds, execute pertinent documents related to this program, and accept, transfer and allocate the grant funds.

Committee Action: (Omit if to Committee)

The Human Services Committee was by-passed due to time constraints. The grant application must be submitted to CDPH by February 10, 2017.

Fiscal Impact:

Approval of this Resolution will not impact County General Funds.

Attachments

1/2017 Resolution for Prescription Drug Overdose Prevention Initiative Grant

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

A RESOLUTION AUTHORIZING THE
DIRECTOR OF THE HEALTH AND HUMAN
SERVICES DEPEARTMENT (HHSD)TO
APPLY TO THE CALIFORNIA DEPARTMENT
OF PUBLIC HEALTH FOR THE
PRESCRIPTION DRUG OVERDOSE
PREVENTION PROGRAM FOR THE PERIOD
OF JUNE 1, 2017 – FEBRUARY 28, 2019, AND
AUTHORIZING THE DIRECTOR OF HHSD TO
EXECUTE THE DOCUMENTS REQUIRED BY
THE APPLICATION, THE RESULTANT
GRANT, AND ANY DOCUMENTS RELATED
TO THIS PROGRAM WHICH INCLUDES BUT
IS NOT LIMITED TO THE AUTHORITY TO
ACCEPT, TRANSFER AND ALLOCATE THE
GRANT FUNDS IN ACCORDANCE WITH THE
PROVISIONS OF THE GRANT.

RESOLUTION NO. _____

WHEREAS, the California Department of Public Health, Safe and Active Communities Branch (SACB) has made grant funds available through the Director's Prescription Drug Overdose Prevention Initiative aimed at reducing rates of prescription drug abuse, misuse, and overdose, a significant public health issue in California; and

WHEREAS, upon submission and approval of the SACB grant application documents, SACB will fund 8-10 local opioid abuse prevention coalitions for the 21 month period of June 1, 2017 through February 28, 2019. Each awardee will be awarded up to \$52,500 for the stated period; and

WHEREAS, the Health and Human Services Department, Public Health Division, would like to submit an application for the SACB grant to reduce the number of opioid overdose incidents, deaths, and unsafe opioid prescriptions.

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors hereby authorizes the Director of the Health and Human Services Department to submit an application for the SACB grant.

BE IT FURTHER RESOLVED by the Yuba County Board of Supervisors that the Director of the Health and Human Services Department is hereby authorized to: execute, subject to review and approval of County Counsel, all documents as required by the application and the resultant grant for the stated period; amend contracts for additional or lesser funding; to execute amendments or memorandums of understanding developed under this grant if the allocation, or a portion thereof, is awarded; and to accept, transfer and allocate the grant funds awarded (up to \$52,500) for the period of June 1, 2017 through February 28, 2019. A copy of the said contract or any amendment thereto shall be filed in the office of the Clerk of the Board, County of Yuba after they have been reviewed and approved by County Counsel and executed by the Director of the Health and Human Services Department.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the _____ day of _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

BY: Courtney C. H.

The County of Yuba

Probation



TO: Board of Supervisors

FROM: Jim Arnold, Chief Probation Officer

SUBJECT: Approve the hire of Amanda Malucchi for the position of Deputy Probation Officer III at the advanced index rate of 1.15.

DATE: February 7, 2017

NUMBER: 16/2017

Recommendation

Approve hire of Amanda Malucchi for the position of Deputy Probation Officer III at the advanced index rate of 1.15.

Background

Amanda Malucchi was employed by Yuba County Probation Department from October 2013, to December 30, 2016, as a Deputy Probation Officer III. She resigned to pursue other employment. Ms. Malucchi contacted our department on January 30, 2017, requesting to return to her former position.

Discussion

Amanda Malucchi was an outstanding employee and the Probation Department is eager to re-hire her. She will fill an existing vacancy in a short-handed field supervision unit. I have consulted with human resources, who advised a new hire has a maximum index rate of 1.10. Ms. Malucchi's index rate at time of termination was 1.15. Pursuant to the Yuba County Probation Peace Officers' Association Memorandum of Understanding, Section 8.18, the Board of Supervisors has the authority to approve a new hire to begin employment at an index rate of up to 1.30. The Probation Department requests the Board approve Ms. Malucchi's hire at an index rate of 1.15.

Fiscal Impact:

None.

Attachments

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

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
www.fgc.ca.gov

RECEIVED

JAN 19 2017

Clerk/Board of Supervisors

January 17, 2017

TO ALL AFFECTED AND INTERESTED PARTIES:

This is to provide you with a Notice of Receipt of Petition to list foothill yellow-legged frog (*Rana boylei*) as threatened under the California Endangered Species Act. This notice will be published in the California Regulatory Notice Register on January 20, 2017.

Sincerely,

Sheri Tiemann
Associate Governmental Program Analyst

Attachment

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

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

CALIFORNIA FISH AND GAME COMMISSION NOTICE OF RECEIPT OF PETITION

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Section 2073.3 of the Fish and Game Code, the California Fish and Game Commission (Commission), on December 14, 2016, received a petition from the Center for Biological Diversity to list foothill yellow-legged frog (*Rana boylei*) as threatened under the California Endangered Species Act.

Foothill yellow-legged frogs inhabit partially shaded, rocky perennial streams and rivers at low to moderate elevations, across a range of vegetation types including chaparral, oak woodland, mixed coniferous forest, riparian sycamore and cottonwood forest, and wet meadows.

Pursuant to Section 2073 of the Fish and Game Code, on December 22, 2016, the Commission transmitted the petition to the California Department of Fish and Wildlife (Department) for review pursuant to Section 2073.5 of said code. It is anticipated that the Department's evaluation and recommendation relating to the petition will be received by the Commission at its April 16-27, 2017 meeting in Van Nuys.

Interested parties may contact T.O. Smith, Wildlife Branch, Department of Fish and Wildlife, 1812 Ninth Street, Sacramento, CA 95811 [530-225-2062 or Timothy.Smith@wildlife.ca.gov], for information on the petition or to submit information to the Department relating to the petitioned species.

January 9, 2017

Fish and Game Commission

Valerie Termini
Executive Director

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

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

Valerie Termini, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
www.fgc.ca.gov

RECEIVED

JAN 19 2017

Clerk/Board of Supervisors

January 18, 2017

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to subsection (b)(5) of Section 7.50, Title 14, California Code of Regulations, relating to Central Valley salmon sport fishing, which will be published in the California Regulatory Notice Register on January 20, 2017.

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

Additional information and all associated documents may be found on the Fish and Game Commission website at <http://www.fgc.ca.gov/regulations/2017/index.aspx>.

Roger Bloom, Environmental Program Manager, Department of Fish and Wildlife, has been designated to respond to questions on the substance of the proposed regulations. Mr. Bloom can be reached at (916) 445-3777 or Roger.Bloom@wildlife.ca.gov.

Sincerely,

Melissa Miller-Henson
Staff Services Manager

Attachment

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

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections: 200, 202, 205, 215, 220, 240, 315, and 316.5 of the Fish and Game Code and to implement, interpret or make specific Sections 200, 202, 205, 206, 215, and 316.5 of said Code, proposes to amend subsections (b)(5), (b)(68), and (b)(156.5) of Section 7.50, Title 14, California Code of Regulations, relating to Central Valley Chinook Salmon Sport Fishing.

Informative Digest/Policy Statement Overview – Inland Fisheries

The current, 2016, sport fishing regulations allow for Chinook Salmon fishing in the American, Feather and Sacramento rivers. The Department of Fish and Wildlife (Department) is recommending new Chinook Salmon bag and possession limits in the American, Feather, and Sacramento rivers for the 2017 season.

The Pacific Fishery Management Council (PFMC) is responsible for adopting recommendations for the management of recreational and commercial ocean salmon fisheries in the Exclusive Economic Zone (three to 200 miles offshore) off the coasts of Washington, Oregon, and California. When approved by the Secretary of Commerce, these recommendations are implemented as ocean salmon fishing regulations by the National Marine Fisheries Service (NMFS).

The PFMC will develop the annual Pacific coast ocean salmon fisheries regulatory options for public review at its March 2017 meeting and develop the final PFMC regulatory recommendations for adoption by NMFS at its April 2017 meeting.

Based on the action taken by NMFS and the recommendation of the Department, the Commission will adopt bag and possession limits for the American, Feather, and Sacramento rivers which may:

- (1) allow for additional harvest of Chinook Salmon if low instream flow conditions persist due to the existing drought to reduce impacts to spawning habitat;
- (2) increase or decrease the current Chinook Salmon bag and possession limits based on the PFMC salmon abundance estimates and recommendations for ocean harvest for the coming season; and
- (3) establish special closure area for winter-run Chinook Salmon protection on the Sacramento River between Keswick Dam and Highway 44 bridge from April 1 to July 31.

Benefits of the regulations

As set forth in Fish and Game Code section 1700 it is "the policy of the state to encourage the conservation, maintenance, and utilization of the living resources of the ocean and other waters under the jurisdiction and influence of the state for the benefit of all the citizens of the state and to promote the development of local fisheries and distant-water fisheries based in

California in harmony with international law respecting fishing and the conservation of the living resources of the oceans and other waters under the jurisdiction and influence of the state.

Adoption of scientifically-based Central Valley Chinook Salmon bag and possession limits provides for the maintenance of sufficient populations of Chinook Salmon to ensure their continued existence. The benefits of the proposed regulations are in concurrence with Federal law, sustainable management of the Central Valley Chinook Salmon resources, and promotion of businesses that rely on Central Valley Chinook Salmon sport fishing.

Consistency with State and Federal Regulations

Article IV, section 20 of the State Constitution specifies that the Legislature may delegate to the Fish and Game Commission such powers relating to the protection and propagation of fish and game as the Legislature sees fit. The Legislature has delegated to the Commission the power to regulate recreational fishing in waters of the state (Fish & Game Code, §§ 200, 202, 205). The Commission has reviewed its own regulations and finds that the proposed regulations are neither inconsistent nor incompatible with existing state regulations. The Commission has searched the California Code of Regulations and finds no other state agency regulations pertaining to recreational fishing seasons, bag and possession limits. Further, the Commission has determined that the proposed regulations are neither incompatible nor inconsistent with existing federal regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held in the DoubleTree by Hilton Hotel Sonoma, One Doubletree Drive, Rhonert Park, California, on Thursday, February 8, 2017 at 8:00 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be teleconference originating in the Fish and Game Commission conference room, 1416 Ninth Street, Suite 1320, Sacramento, California, on Thursday, April 13, 2017, at 8:30 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before 5:00 p.m. on March 29, 2017 at the address given below, or by email to FGC@fgc.ca.gov. Written comments mailed, or emailed to the Commission office, must be received before 12:00 noon on April 7, 2017. All comments must be received no later than April 13, 2017, at the teleconference hearing. If you would like copies of any modifications to this proposal, please include your name and mailing address.

Availability of Documents

The Initial Statement of Reasons, text of the regulations, as well as all related documents upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Valerie Termini, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Valerie Termini or Melissa Miller-Henson at the preceding address or phone number. **Roger Bloom, Environmental Program Manager, Department of Fish and**

Wildlife, has been designated to respond to questions on the substance of the proposed regulations. Mr. Bloom can be reached at (916) 445-3777 or Roger.Bloom@wildlife.ca.gov. Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout can be accessed through our website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Circumstances beyond the control of the Commission (e.g., timing of Federal regulation adoption, timing of resource data collection, timelines do not allow, etc.) or changes made to be responsive to public recommendation and comments during the regulatory process may preclude full compliance with the 15-day comment period, and the Commission will exercise its powers under Section 202 of the Fish and Game Code. Regulations adopted pursuant to this section are not subject to the time periods for adoption, amendment or repeal of regulations prescribed in Sections 11343.4, 11346.4 and 11346.8 of the Government Code. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

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

Impact of Regulatory Action/Results of the Economic Impact Assessment

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

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

The proposed action will not have a significant statewide adverse economic impact directly affecting businesses, including the ability of California businesses to compete with businesses in other states. The Department anticipates status quo fishing levels for April 2017 as compared to the April 2016 ocean salmon sport fishing season.

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

The Commission does not anticipate that the proposed regulations will have any impact on the creation or elimination of jobs, the creation or elimination of

businesses or the expansion of businesses in California because no changes in fishing activity levels are expected .

The Commission anticipates benefits to the health and welfare of California residents. Salmon sport fishing contributes to increased mental health of its practitioners, provides opportunities for multi-generational family activities and promotes respect for California's environment by the future stewards of California's natural resources.

The Commission anticipates benefits to the State's environment in the sustainable management of salmon resources.

Additional benefits of the proposed regulations are concurrence with federal law, and promotion of businesses that rely on recreational ocean salmon fishing.

The Commission does not anticipate benefits to worker safety.

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

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

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

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

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

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

(h) Effect on Housing Costs: None.

Effect on Small Business

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

Consideration of Alternatives

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

FISH AND GAME COMMISSION

Dated: January 4, 2017

Valerie Termini
Executive Director