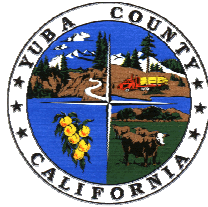


BOARD OF SUPERVISORS

AGENDA



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.

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

TUESDAY, JUNE 13, 2017
9:00 A.M.

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

PLEDGE OF ALLEGIANCE - Led by Supervisor Bradford

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

CONSENT AGENDA

All matters listed under Consent Agenda are considered to be routine and can be enacted in one motion.

161/2017 County Administrator: Approve agreement for administration of Yuba County Ordinance Chapter 6.05 related to ambulance services with Sierra-Sacramento Valley Emergency Medical Services Agency (S-SV EMS Agency) and authorize Chair to execute.

164/2017 Office of Emergency Services: Adopt resolution proclaiming ongoing local emergency due to tree mortality.

166/2017 Office of Emergency Services: Adopt resolution to proclaim an ongoing local emergency due to flood waters.

168/2017 Office of Emergency Services: Adopt resolution proclaiming ongoing local emergency due to historic rainfall.

170/2017 Office of Emergency Services: Adopt resolution proclaiming an ongoing local emergency due to the Oroville Dam Event.

215/2017 Health and Human Services: Adopt resolution authorizing Director to apply for California Department of Public Health, Safe and Active Communities Branch, Naloxone Distribution Project Grant, for the period of June 1, 2017 through June 30, 2019 and to execute any and all necessary documents required by application and resultant grant subject to review and approval of County Counsel. (Human Services Committee recommends approval)

220/2017 Auditor-Controller: Adopt resolution determining 2017-18 appropriation limits for Special Districts.

BOARD OF SUPERVISORS REGULAR MEETING

234/2017 Health and Human Services: Adopt resolution authorizing Health and Human Services Director to execute any and all necessary documents required by grant fund application and accept, transfer and allocate the grant funds with the California Department of Public Health for the Immunization Local Assistance Grant Fund.

238/2017 Community Services and Development Agency: Award contract to WSP/Parsons Brinkerhoff to provide design services for the January Storm Damage Repair project and authorize Chair to execute agreement upon approval of County Counsel.

240/2017 Board of Supervisors: Appoint Supervisor Doug Lofton CSAC Representative replacing Supervisor Andy Vasquez effectively immediately. (No background material)

241/2017 Health and Human Services: Award contracts to Environmental Alternatives Inc. and Children's Hope Foster Family Agency for services under the Transitional Housing Placement Plus Program (THP-Plus) and authorize Chair to execute upon review and approval of County Counsel.

242/2017 Sheriff-Coroner: Approve Contract Amendment No. 2 to extending agreement with Placer County for pathology services for July 1, 2017 and through June 30, 2018 and authorize Chair to execute.

249/2017 Administrative Services: Approve amendment to Memorandum of Understanding between County of Yuba and Yuba County Water Agency (YCWA) for design and construction of tower and data center to be co-located in the new Yuba County Sheriff Facility.

250/2017 Sheriff-Coroner: Approve cooperative agreements with the U. S. Forest Service to provide law enforcement services to fight controlled substances on U. S. forestland and authorize Chair to execute.

251/2017 Community Development and Services Agency: Authorize Annual Disbursement of Measure D Funds.

253/2017 Community Development and Services Agency: Approve acquisition of real property on portions of APN 016-120-014, 016-120-018, and 016-120-020 from Danna & Danna, Inc. for roadway easements along Feather River Blvd. for a total sum of \$90,345.00 pursuant to Yuba County Code §2.50.280.

254/2017 Board of Supervisors: Authorize out-of-state travel for Supervisors Fletcher and Lofton to attend the Annual NACO Conference July 21-24, 2017 in Columbus, Ohio.

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. Note: No Board action can be taken on comments made under this heading.

COUNTY DEPARTMENTS

BOARD OF SUPERVISORS REGULAR MEETING

237/2017 Board of Supervisors/Yuba Sutter Arts Council: Adopt resolution approving application and authorizing execution of State-Local Partnership Program Grant for Yuba Sutter Arts with California Arts Council and designating the Arts Council to execute. (Ten minute estimate)

246/2017 Human Resources/Probation Department: Approve amendment to Memorandum of Understanding between the County of Yuba and the Yuba County Probation Peace Officers' Association and authorize the Chair to execute. (Five minute estimate)

248/2017 County Administrator: Receive introduction of Clark Pickell as Director of Environmental Health effective July 1, 2017, approve employment agreement and authorize Chair to execute. (Ten minute estimate)

206/2017 County Administrator: Approve Economic Development Agreement between the Greater Sacramento Area Economic Council and the County of Yuba and adopt resolution authorizing County Administrator to execute the Agreement; Appoint County Administrator or his designee to participate on Greater Sacramento Board of Directors; and designate Brynda Stranix, President / Chief Operating Officer of the Economic Development Corporation to serve as Yuba County's representative on the Economic Development Director's Taskforce. (Ten minute estimate)

252/2017 County Administrator: Authorize budget transfer in the amount of \$25,000 from General Fund Contingency to the Public Defender Services budget 101-2300-421-23-01. (Roll Call Vote) (4/5 Vote required)

CORRESPONDENCE

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

233/2017 Two letters from California Governor's Office of Emergency Services regarding United States Small Business Administration Economic Injury Disaster Loan Declaration and United States Department of Agriculture Secretarial Disaster Designation.

236/2017 Letter from Area 4 Agency on Aging advising of Fiscal Year 2017-18 matching contribution.

239/2017 Notice from State of California Fish and Game Commission in regards to regulatory actions pertaining to State recreational fishing.

243/2017 Two notices from State of California Central Valley Regional Water Quality Control Board regarding meetings of June 1, 8, and 9, 2017.

244/2017 Letter from Alison Bogle and Arthur Milnes regarding declaring July 1, 2017 as "Sir John A. Macdonald-Canada Day".

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.

BOARD OF SUPERVISORS
REGULAR MEETING

CLOSED SESSION

- 23/2017** Pending litigation pursuant to Government Code §54956.9(d)(1) – Hedrick vs. County of Yuba
- 77/2017** Personnel pursuant to Government Code §54957(b)(1) – Public Appointment/County Counsel
- 101/2017** Labor Negotiations pursuant to Government Code §54947(a) – DDAA/YCEA / Negotiator Jill Abel/Karen Fassler
- 247/2017** Pending litigation pursuant to Government Code §54956.9(d)(1) – Aaron Mounts vs. County of Yuba, Does 1 - 25 Case No. 2:16-CV-015544-JAM-GGH

ADJOURN

8:45 A.M.

Finance and Administration Committee – Supervisors Fletcher and Vasquez, Alternate Leahy

- 222/2017** Consider approval of contract with Brian J. Davis for Public Defender services - County Administrator (Ten minute estimate)

Human Services Committee – Supervisors Bradford and Leahy, Alternate Vasquez

- 229/2017** Consider Memorandum of Understanding with the First 5 Yuba County Children and Families Commission for the Help Me Grow Yuba County program - Health and Human Services (Ten minute estimate)

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

The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator

SUBJECT: Approve and authorize Chairman to sign agreement for administration of Yuba County Ordinance Chapter 6.05 related to ambulance services with Sierra-Sacramento Valley Emergency Medical Services Agency (S-SV EMS Agency).

DATE: June 13, 2017

NUMBER: 161/2017

Recommendation

Board of Supervisors approve and authorize Chairman to sign agreement for administration of Yuba County Ordinance Chapter 6.05 related to ambulance services with Sierra-Sacramento Valley Emergency Medical Services Agency (S-SV EMS Agency).

Background

The S-SV EMS Agency is designated as the local EMS Agency for the County of Yuba and is a regional Joint Powers EMS Agency for Yuba, Placer, Yolo, Nevada and Placer counties. The agreement with S-SV EMS Agency delegates the administration of Yuba County's Ambulance Ordinance to the Agency. The responsibilities include developing any necessary Requests for Proposals (RFP), establishing exclusive ambulance operating areas, distributing RFPs to qualified bidders, developing a process to evaluate, select, and permit ambulance providers for Yuba County, and periodically approving rate changes for ambulance providers. In additions, S-SV EMS Agency is responsible for ongoing monitoring of the Ambulance Ordinance to ensure compliance for all parties involved. S-SV EMS Agency also administers the Ambulance Ordinances for Placer, Yolo and Nevada counties.

Discussion

The current agreement expires on June 30, 2017. The agreement brought forward today extends the agreement to June 30, 2020. No other terms within the agreement have been revised.

Committee Action: (Omit if to Committee)

This item did not go to Committee as there were no changes to the terms of the agreement other than the time period.

Fiscal Impact:

The contract provides for an annual payment of \$5,000. The funding associated with the contract is included in the Proposed Budget for FY 2017-18.

Attachments

161/2017 Sierra-Sacramento Valley EMS Agency Agreement

**AGREEMENT BETWEEN
COUNTY OF YUBA
AND
SIERRA-SACRAMENTO VALLEY EMS AGENCY**

This Agreement is made this ____ day of _____, 2017 by and between the County of Yuba, a political subdivision of the State of California and Sierra-Sacramento Valley Emergency Medical Service Agency.

WHEREAS the Sierra-Sacramento Valley Emergency Medical Service Agency, hereafter referred to as "AGENCY", is designated as the local Emergency Medical Services (EMS) agency for the County of Yuba and is a regional Joint Powers EMS Agency for the counties of Placer, Yolo, Nevada, Sutter and Yuba; and

WHEREAS the County of Yuba, hereafter referred to as "COUNTY", desires to continue to delegate additional local EMS Agency responsibilities contained in the Yuba County Ordinance, Chapter 6.05, Ambulance, to AGENCY, which responsibilities include, but are not limited to, development of Requests for Proposals, bidding, provider selection, appeals, exclusive ambulance zoning and ongoing ordinance monitoring; and

WHEREAS COUNTY and AGENCY wish to cooperate with each other to accomplish necessary tasks in the most efficient manner possible while providing high quality services;

I. COUNTY AND AGENCY HEREBY AGREE AS FOLLOWS:

- A. COUNTY hereby affirms the delegation of duties, responsibilities, and authority as contained in the Yuba County Ambulance Ordinance (Chapter 6.05) to AGENCY.
- B. AGENCY hereby agrees to carry out the responsibilities delegated to it in the Yuba County Ambulance Ordinance.

- II. COUNTY hereby delegates to AGENCY, and AGENCY hereby agrees to perform the following additional duties:
- A. AGENCY shall, as needed, develop Requests for Proposals (RFP) for ambulance services within the County of Yuba that comply with State law and regulation. AGENCY shall establish exclusive ambulance operating areas within the COUNTY. Part of the RFP process shall include the mapping of exclusive ambulance zones.
 - B. AGENCY shall distribute the RFP to qualified bidders and develop a system for analysis, evaluation, and selection of qualified bid responses.
 - C. AGENCY shall review, select and permit the ambulance provider(s) for the COUNTY.
 - D. AGENCY shall provide ongoing monitoring of the Yuba County Ambulance Ordinance.
- III. COUNTY hereby agrees to provide the following:
- A. COUNTY shall provide the necessary support services that AGENCY needs in order to successfully perform its duties and responsibilities as required by the Yuba County Ambulance Ordinance and as required pursuant to this Agreement. Support services to be provided to AGENCY by COUNTY shall include:
 - 1. Assistance from COUNTY Administrative Services division in carrying out the bid process, including clerical support, assistance in mailing bid packets and receiving responses, and oversight of the bid process.
 - 2. Assistance from COUNTY Human Resources, including recommendations with respect to required insurance coverage and review of bidders' proffered insurance information.
 - B. COUNTY shall pay AGENCY the total sum of \$5,000 annually (Five Thousand Dollars) for services rendered pursuant to this Agreement. Payment shall be made in quarterly installments upon receipt by the Yuba

County Administrator's Office of a written progress report from AGENCY detailing its performance of tasks required by this agreement.

- IV. Nothing in this Agreement shall be construed to require that all or any areas of Yuba County be included in any given Request for Proposal process. Nothing in this Agreement shall be construed as conferring any enforceable right upon any third party.
- V. Either of the parties may cancel Agreement without cause after 60 days written notice has been served upon the other party.

VI. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

AGENCY shall defend, save, keep, hold harmless and indemnify Yuba County from all damages, costs, or expenses in law or equity that may at any time arise because of damages to property or persons by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of AGENCY, any AGENCY employees, or subcontractors of AGENCY.

AGENCY shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against COUNTY for any injury, death, or damage caused by AGENCY, as a result of work performed or completed pursuant to this agreement, AGENCY shall at its own expense satisfy and discharge any judgment.

As used above, the term COUNTY means Yuba County, its officers, agents, employees and volunteers.

VII. INSURANCE REQUIREMENTS

AGENCY shall obtain, maintain in full force and effect at all times while performing services hereunder, and demonstrate proof of insurance with the limits referenced in Attachment A - Insurance Requirements.

VIII. The term of this Agreement shall commence on July 1, 2017, and end on June 30, 2020. The Agreement can be extended for additional one-year periods with the written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first shown above.

ATTEST

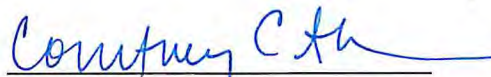
Donna Stottlemeyer,
Clerk of the Board of Supervisors

Randy Fletcher, Chair
Yuba County Board of Supervisors

APPROVED AS TO FORM



Leonard Moty, Chair S-SV JPA
Governing Board of Directors

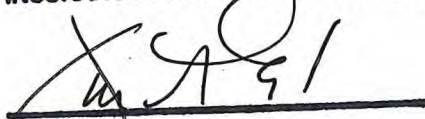


Angil Morris-Jones,
County Counsel



Brian Wirtz, S-SV EMS Counsel

INSURANCE PROVISIONS APPROVED:



Jill Abel,
Human Resources Director and Risk Manager



Vickie Pinette, Regional Executive Director
S-SV EMS Agency

ATTACHMENT A – INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of AGENCY; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of

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

Primary Coverage

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

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the COUNTY.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

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

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

Verification of Coverage

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

Subcontractors

AGENCY shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Emergency Operations Manager, Scott Bryan

SUBJECT: Approve resolution proclaiming ongoing local emergency due to tree mortality.

DATE: June 13, 2017

NUMBER: 164/2017

Recommendation:

The Board of Supervisors adopts a resolution proclaiming the existence of an on-going local emergency in the County of Yuba due to tree mortality.

Background:

On January 17, 2014, Governor Edmund G Brown Jr. declared a Statewide Drought Emergency due to the impacts on the State of California as a result of four continuous years of drought. On February 18, 2014, the Director of Emergency Services proclaimed a local emergency due to the effects the drought has had within the County of Yuba.

The current drought has put tremendous stress on trees resulting in widespread mortality throughout the State. The County of Yuba is not immune to the loss of trees due to the on-going drought as thousands of dead and dying trees line our landscape. On October 30, 2015 Governor Edmund G Brown Jr. declared a Statewide Tree Mortality Emergency which included California Disaster Assistance Act (CDAA) funding to mitigate the most severely affected counties. On December 13, 2016 the Yuba County Board of Supervisors proclaimed a local emergency in the County due to tree mortality.

Discussion:

There are currently 10 counties designated as "Priority Counties", which include two contiguous counties to Yuba, in Nevada and Placer. Although Yuba County's tree mortality emergency has yet to reach the severity of Nevada and Placer Counties, significant tree mortality exists in Yuba County, which requires mitigation efforts to remove hazard trees threatening public infrastructure and safety.

Fiscal Impact:

If approved, CDAA funding will reimburse 75% of eligible costs for removing hazardous trees with a 25% cost share

Attachments: 164/2017: Tree Mortality Resolution

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

RESOLUTION:

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

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, extreme peril to the safety and property have arisen in Yuba County, caused by the widespread and rapidly increasing incidence of tree mortality; and

WHEREAS, unprecedented tree mortality is causing damage to the watershed and emergency egress, and to County and other public and district facilities including, but not limited to roads and structures, for which damages cannot yet be calculated; and

WHEREAS, local resources in Yuba County are faced with a disaster that exceeds their functional capabilities; and

WHEREAS, data collected by state and federal agencies demonstrate that tree mortality has reached epidemic levels across the entire western slope of the Sierra Nevada range which includes Yuba County; and

WHEREAS, it is imperative that Yuba County implement full scale, immediate and aggressive measures to isolate and fell dead or dying trees resulting from extreme and prolonged drought in order to begin to reduce the risks to public safety and property; and

WHEREAS, Governor Edmund G. Brown Jr., has proclaimed a State of Emergency for all of California due to tree mortality and has ordered that state agencies, utilities, and local governments to undertake efforts to remove dead or dying trees in order to restore forest and watershed health; and

WHEREAS, on December 16, 2016 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to tree mortality; and

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

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



The County of Yuba

Board of Supervisors



TO: Board of Supervisors

FROM: Emergency Operations Manager, Scott Bryan

SUBJECT: Approve a resolution to proclaim an ongoing local emergency due to floodwaters.

DATE: June 13, 2017

NUMBER: 166/2017

Recommendation:

The Board of Supervisors adopt a resolution proclaiming an ongoing local emergency in the County of Yuba due to the inundation of floodwaters.

Background:

Due to historic precipitation and snowmelt beginning on approximately January 7, already full tributaries and reservoirs swelled causing widespread flooding within the Levee Systems along the Yuba and Feather Rivers on January 9, 2017.

Discussion:

The flooding which occurred along the Yuba and Feather Rivers of the County, required the evacuation of persons from their homes and businesses, emergency response by law enforcement, fire services and emergency services personnel and caused damage to public and private property. Due to ongoing floodwater inundation the damages cannot yet be calculated. Therefore it is recommended that your Board proclamation a local emergency until the end of the incident period per (*Govt. Code Section 8630 (c)*). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per (*Govt. Code Section 8630(d)*) this proclamation of emergency shall be terminated as soon as reasonably possible.

Fiscal Impact:

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

Attachments: 166/2017: Floodwaters Resolution

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

RESOLUTION:

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

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, extreme peril to the safety and property have arisen in Yuba County, caused by the inundation of flood waters; and

WHEREAS, Northern California has seen historical precipitation causing damage to public and private property, for which damages cannot yet be calculated; and

WHEREAS, local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

WHEREAS, on January 10, 2017 the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to flood waters; and

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of an ongoing local emergency due to flood waters from historical precipitation; and

WHEREAS, this proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per *Govt. Code Section 8630(d)*, this proclamation of emergency shall be terminated as soon as reasonably possible.

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NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Emergency Operations Manager, Scott Bryan

SUBJECT: Approve resolution proclaiming ongoing local emergency due to historic rainfall.

DATE: June 13, 2017

NUMBER: 168/2017

Recommendation:

The Board of Supervisors adopt a resolution proclaiming the existence of an ongoing emergency in the County of Yuba due to Historic Rainfall.

Background:

Due to historic precipitation and snowmelt beginning on approximately January 7, already full tributaries and reservoirs swelled causing widespread flooding within the Levee Systems along the Yuba and Feather Rivers on January 9, 2017.

Discussion:

The flooding which occurred along the Yuba and Feather Rivers of the County, required the evacuation of persons from their homes and businesses, emergency response by law enforcement, fire services and emergency services personnel and caused damage to public and private property. Due to ongoing floodwater inundation the damages cannot yet be calculated. Therefore it is recommended that your Board proclamation a local emergency until the end of the incident period per (*Govt. Code Section 8630 (c)*). This proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per (*Govt. Code Section 8630(d)*) this proclamation of emergency shall be terminated as soon as reasonably possible.

Fiscal Impact:

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

Attachments: 168/2017: Historic Rainfall Resolution

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

RESOLUTION:

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

WHEREAS, County Ordinance Code 4.20 empowers the Yuba County Board of Supervisors to proclaim the existence of a local emergency in the County when the County is affected by the existence or threatened conditions of emergency or extreme peril to the safety of persons and property within the County; and

WHEREAS, conditions of extreme peril to the safety and property of residents have arisen in Yuba County, caused by historic rainfall, which began on February 1, 2017, and the inundation of flood waters; and

WHEREAS, The State of California has seen historic precipitation causing damage to public and private property, for which damages cannot yet be calculated; and

WHEREAS, local resources in Yuba County are faced with conditions that exceeds their functional capabilities; and

WHEREAS, on February 22, 2017 the Yuba County Director of Emergency Services did proclaim the existence of a local emergency due to historic rainfall and flood waters pursuant to county ordinance 4.20; and

WHEREAS, on February 28, 2017 the County of Yuba Board of Supervisors ratified the existence of an ongoing local emergency due to historic rainfall and flood waters; and

WHEREAS, the County of Yuba Board of Supervisors does hereby find that the aforesaid conditions of peril do warrant and necessitate a proclamation of the existence of an ongoing local emergency due to historic rainfall and flood waters; and

WHEREAS, this proclamation of emergency will be reviewed and renewed no less than once every thirty days. Per *Govt. Code Section 8630(d)*, this proclamation of emergency shall be terminated as soon as reasonably possible.

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NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency exists in the County of Yuba and the Board of Supervisors Proclaims through this resolution the existence of a Local Emergency in the County of Yuba.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



The County of Yuba

County Administrator



TO: Board of Supervisors

FROM: Emergency Operations Manager, Scott Bryan

SUBJECT: Approve a resolution proclaiming an ongoing local emergency due to the Oroville Dam Event

DATE: June 20, 2017

NUMBER: 170/2017

Recommendation:

The Board of Supervisors adopt a resolution proclaiming the existence of an ongoing local emergency due to the Oroville Dam Event.

Background:

The County of Yuba has been affected by the existence of extreme peril to the safety of persons and property within the county caused by historic precipitation, Lake Oroville in Butte County reached capacity and the main spillway at the Oroville Dam suffered significant damage that necessitated using the emergency spillway. The series of events resulted in necessary evacuations for majority of the residents in Yuba County, damage to private and public property, for which damages and fiscal impact cannot yet be calculated and resources in Yuba County are faced with conditions that exceed their functional capabilities.

Discussion:

On February 14, 2017, the Yuba County Board of Supervisors did proclaim the existence of a local emergency due to the Oroville Spillway event.

Fiscal Impact:

Fiscal impact is unknown at this time due to the ongoing efforts to calculate the full extent of damages.

Attachments: 170/2017: Oroville Spillway Resolution

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

RESOLUTION:

THE BOARD OF SUPERVISORS)	
ADOPT A RESOLUTION)	
PROCLAIMING THE EXISTENCE OF)	
AN ONGOING LOCAL EMERGENCY)	
DUE TO THE OROVILLE DAM EVENT)	
)	RESOLUTION NO. _____

WHEREAS, in January and February of 2017 historic precipitation inundated the Yuba, Sutter and Butte County areas, including lakes, rivers, and streams therein; and

WHEREAS, on February 12, 2017 as a result of this historic precipitation, Lake Oroville in Butte County reached capacity and the main spillway at the Oroville dam suffered significant damage that necessitated using the emergency spillway; and

WHEREAS, thereafter emergency officials determined that the emergency spillway at Lake Oroville dam was at risk of failing, potentially causing widespread flooding throughout the County of Yuba; and

WHEREAS, mandatory evacuations were then ordered for the majority of the residents of Yuba County; and

WHEREAS, extreme peril to the safety and property has arisen in Yuba County, caused by the damage to the spillways at the Oroville dam and potential flooding within the County;

WHEREAS, local resources in Yuba County are faced with conditions that exceed their functional capabilities; and

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County of Yuba; and

WHEREAS, on February 12, 2017 the Governor of the State of California issued a Proclamation of a State of Emergency, which included Yuba County; and

WHEREAS, on February 13, 2017 the County Administrative Officer issued a Proclamation of a Countywide Local Emergency due to the Oroville Dam Event pursuant to Yuba County Ordinance code section 4.20 et seq; and

WHEREAS, on February 14, 2017 the Board of Supervisors ratified through resolution the existence of a local emergency due to the Oroville Dam event; and

WHEREAS, pursuant to section 8630 of the California Government Code, the Board of Supervisors must review, at least every 30 days, the need for the continuance of the local emergency; and

NOW, THEREFORE IT BE SOLVED, that the Board of Supervisors hereby Proclaims the existence of an on-going emergency in the County of Yuba; and

///

///

BE IT FURTHER RESOLVED that the Board of Supervisors shall review, at least every 30 days, until such emergency is terminated, the need for the continuing said emergency and the governing body shall proclaim the termination of the local emergency at the earliest possible date.

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.

AYES:

NOES:

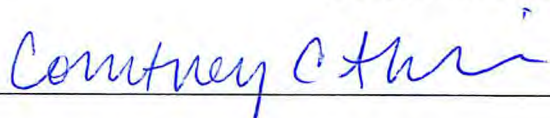
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

APPROVE AS TO FORM:
COUNTY COUNSEL



The County of Yuba

Health and Human Services Department



TO: Board of Supervisors

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

SUBJECT: Resolution Authorizing the Health & Human Services Department to Apply for the Naloxone Distribution Project grant through the California Department of Public Health, Safe and Active Communities Branch for the period of June 1, 2017 through June 30, 2019

DATE: June 13, 2017

NUMBER: 215/2017

Recommendation

It is recommended that the Board of Supervisors approve the attached Resolution of the Board authorizing the Health and Human Services Department (HHSD), Public Health Division, to apply for the California Department of Public Health (CDPH), Safe and Active Communities Branch (SACB), Naloxone Distribution Project grant to provide naloxone product (Narcan nasal spray) to qualified local entities, for the period of June 1, 2017 through June 30, 2019, and authorizing the HHSD Director to execute documents as required by the application, the resultant grant, and any documents related to this program in accordance with the provisions of the grant and to accept, transfer and distribute the naloxone products following CDPH guidelines.

Background

In 2015, with funding from the Centers for Disease Control and Prevention SACB initiated the California Prescription Drug Overdose Prevention Initiative to promote a multi-faceted statewide response involving many partners. The goal of the Naloxone Distribution Project is to reduce the number of fatal overdoses from opioid drugs, including prescription opioids, by increasing access to the life-saving drug naloxone.

Discussion

The HHSD Public Health Division wishes to apply for the Naloxone Distribution Project grant to provide Narcan nasal spray to agencies, such as law enforcement and community-based organizations within Yuba County, that are in the best position to save lives from opioid overdose.

Committee Action:

The Human Services Committee recommended approval on May 23, 2017.

Fiscal Impact:

Approval of the acceptance of the naloxone product will not impact County General Funds.

Attachments

215/2017 Resolution authorizing the Health and Human Services Department to apply for the Naloxone Distribution Project grant through the California Department of Public Health, Safe and Active Communities Branch

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

**RESOLUTION AUTHORIZING THE DIRECTOR)
OF THE HEALTH AND HUMAN SERVICES)
DEPARTMENT (HHSD) TO APPLY TO THE)
CALIFORNIA DEPARTMENT OF PUBLIC)
HEALTH, SAFE AND ACTIVE COMMUNITIES)
BRANCH, NALOXONE GRANT PROGRAM)
FOR THE PERIOD OF JUNE 1, 2017)
THROUGH JUNE 30, 2019, AND)
AUTHORIZING THE DIRECTOR OF HHSD TO)
EXECUTE THE DOCUMENTS REQUIRED BY)
THE APPLICATION, THE RESULTANT)
GRANTS, AND ANY DOCUMENTS RELATED)
TO THIS PROGRAM, AND TO ACCEPT,)
TRANSFER AND DISTRIBUTE THE PRODUCT)
IN ACCORDANCE WITH THE PROVISIONS)
OF THE GRANT)**

RESOLUTION NO. _____

WHEREAS, the California Department of Public Health (CDPH), Safe and Active Communities Branch (SACB) has made the Naloxone Distribution Project grant of naloxone product (Narcan nasal spray) available under the Senate Bill 833 to local health departments (LHDs) in all 61 California health jurisdictions to conduct Naloxone Distribution Projects.; and

WHEREAS, the goal of the Naloxone Distribution Project is to reduce the number of fatal overdoses from opioid drugs, including prescription opioids, by increasing access to the life-saving drug naloxone; and

WHEREAS, the Health and Human Services Department (HHSD), Public Health Division, was invited to submit an application through the non-competitive Request of Application process for the Naloxone Distribution Project grant for the term of June 1, 2017 through June 30, 2019. Yuba County will receive direct distribution of Narcan products from CDPH with an estimated value of \$10,631.00.

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 Naloxone Distribution Project 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; to execute amendments or memorandums of understanding developed under this grant if the Naloxone Distribution Project is awarded, and to accept, transfer and distribute the Narcan nasal spray products following CDPH guidelines for the period of June 1, 2017 through June 30, 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:

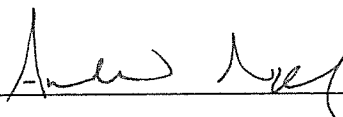
ABSENT:

ABSTAIN:

Chair

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

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

BY:  _____

The County of Yuba

Auditor/Controller



TO: Board of Supervisors

FROM: Auditor/Controller, Karin Deveraux

SUBJECT: Auditor-Controller: Adopt resolution determining 2017-18 appropriation limits for Special Districts.

DATE: June 13, 2017

NUMBER: 220/2017

Recommendation

Approve and adopt the 2017-18 Appropriation Limits for Special Districts governed by the Board of Supervisors.

Background

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

Discussion

Approve and adopt the attached resolution to determine the appropriation limits for Special Districts governed by the Board of Supervisors. Attached is Exhibit A, computing the Special District's limit for 2017-18.

Committee Action:

This item is presented directly to the Board as it is a routine item.

Fiscal Impact: None

Attachments

220/2017 Resolution for 2017-18 Special District Appropriations Limit

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

IN RE:)
) RESOLUTION NO. _____
)
RESOLUTION OF THE)
BOARD OF SUPERVISORS OF)
THE COUNTY OF YUBA TO)
DETERMINE THE APPROPRIATIONS)
FOR SPECIAL DISTRICTS UNDER)
THE COUNTY)

RESOLVED by the Board of Supervisors of the County of Yuba, State of California, that the maximum limits applicable to 2017-18 appropriations of tax proceeds as calculated for the Special Districts under the County is reflected in Exhibit A attached in accordance with Article XIIIB of the Constitution of the State of California.

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

AYES:

NOES:

ABSENT:

ABSTAINED:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

CORTNEY C. ABRIL, INTERIM
YUBA COUNTY COUNSEL
APPROVED AS TO FORM:

Courtney C. Abril

EXHIBIT A

SPECIAL DISTRICTS UNDER THE BOARD OF SUPERVISORS
STATEMENT OF SUMMARIES OF THE COMPUTED APPROPRIATION LIMIT
FOR FISCAL YEAR 2017-18

DISTRICT:	FY 2016-17 LIMIT	CA CPI Change	Population Change	Composite Change	FY 2017-18 LIMIT
Linda Street Lighting District	381,290	1.0369 X	1.0063 =	1.0434	397,850
County Service Area #2	14,624	1.0369 X	1.0063 =	1.0434	15,259
County Service Area #4	1,448	1.0369 X	1.0063 =	1.0434	1,511

The County of Yuba

Health and Human Services Department



TO: Board of Supervisors

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

SUBJECT: Health and Human Services: Approve Resolution authorizing Health and Human Services Department to enter into agreement with the California Department of Public Health for the Immunization Local Assistance Grant Fund.

DATE: June 13, 2017

NUMBER: 234/2017

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 enter into agreement with the California Department of Public Health (CDPH) for the Immunization Local Assistance Grant Fund for the period of July 1, 2017 through June 30, 2022, and further authorizing the HHSD Director to execute documents as required by the grant and resultant agreement and to accept, transfer and allocate the grant funds in accordance with the provisions of the grant.

Background

The Health and Human Services Department has applied for continuing funding through CDPH in the amount of \$181,250.00 to provide immunization services to the general public. Sections 120325-120380 of the Health and Safety Code, Chapter 435, require immunizations against childhood diseases prior to school admittance. County Health Officers are required to organize and maintain a program to make required immunizations available. This Agreement will assist the County in defraying costs of the mandated immunization program.

Discussion

The Agreement with CDPH will assist Yuba County in conducting a general immunization program that provides the general public with vaccines recommended by the Advisory Committee on Immunization

Practices (ACIP). The Agreement will allow for the continuation of improving coverage rates among children, adolescents and adults along with providing education and training opportunities, materials, and information to health care providers, schools and child care centers, community organizations, and the general public to promote best practices for immunization and raise awareness about the importance of immunizations in the prevention of serious illnesses.

Committee Action:

The Human Services Committee was by-passed as there is no impact to any other department.

Fiscal Impact:

Adoption of this Resolution of the Board will not impact County funds.

Attachments

234/2017 Resolution

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

RESOLUTION AUTHORIZING THE)	
DIRECTOR OF THE HEALTH AND HUMAN)	
SERVICES DEPARTMENT (HHSD) TO)	
ENTER INTO AGREEMENT WITH THE)	
CALIFORNIA DEPARTMENT OF PUBLIC)	
HEALTH FOR THE IMMUNIZATION LOCAL)	
ASSISTANCE GRANT FUNDS FOR THE)	
PERIOD OF JULY 1, 2017 THROUGH JUNE)	RESOLUTION NO. _____
30, 2022, AND AUTHORIZING THE HHSD)	
DIRECTOR TO EXECUTE DOCUMENTS)	
RELATED TO THIS GRANT AND)	
RESULTANT AGREEMENT AND TO)	
ACCEPT, TRANSFER AND ALLOCATE THE)	
GRANT FUNDS IN ACCORDANCE WITH)	
THE PROVISIONS OF THE GRANT)	

WHEREAS, the California Department of Public Health (CDPH), Immunization Branch, has made funds available to local Health Departments to expand their immunization services and increase the immunization levels of infants, toddlers and adults; and

WHEREAS, it is in the best interest of the residents of the County of Yuba to increase the availability of immunization services to children and adults within the community through the Health and Human Services Department, (HHSD), Public Health Division, immunization programs in preventing and controlling vaccine preventable diseases; and

WHEREAS, CDPH has allocated \$36,250 per year for a total allocation of \$181,250.00 for the term of July 1, 2017 through June 30, 2022, to Yuba County, upon submission and approval of the grant application documents pertaining to the Immunization Local Assistance Grant Fund.

NOW, THEREFORE, BE IT 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; to execute amendments or memorandums of understanding developed under this grant

if the allocation, or a portion thereof, is awarded; and accept, transfer and allocate the grant funds for the period of July 1, 2017 through June 30, 2022. 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

APPROVED AS TO FORM:
COURTNEY C. ABRIL
INTERIM COUNTY COUNSEL

BY: Courtney C. Abril

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Tim Young

SUBJECT: Community Services and Development Agency: Authorization to award and execute agreement with WSP/Parsons Brinkerhoff to provide design services for the January Storm Damage Repair project pending County Counsel approval

DATE: June 13, 2017

NUMBER: 238/2017

RECOMMENDATION:

The Public Works Department recommends that the Board of Supervisors approve, and authorize its chairman to execute, the agreement with WSP/Parsons Brinkerhoff to provide professional services to design the January Storm Damage Repair projects pending County Counsel approval.

BACKGROUND:

Yuba County requested proposals to design the repairs of various county roads damaged during the declared disaster of the January winter storms. Five proposals were received. County staff reviewed and ranked the proposals resulting in a decision to recommend award of the work to WSP/Parsons Brinkerhoff. The work will be performed on a time and materials basis with an amount not to exceed \$1,230,000.

DISCUSSION:

The work in general will consist of all civil, environmental, geotechnical and hydraulic design services to design the repairs of the January Storm Damage projects. The projects are expected to be completed by the end of the 2017 construction season.

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as this is a time sensitive item.

FISCAL IMPACT:

The design work will be funded 75% by FEMA, 18.75% by the State with the remaining 6.25% from the Road Fund.

The County of Yuba

Health and Human Services Department



TO: Board of Supervisors

FROM: Jennifer Vasquez, Director
Eric Runge, Program Manager
Health and Human Services Department

SUBJECT: Board of Supervisors Approval and Authorization to Award Contracts for services under the Transitional Housing Placement Plus Program (THP-Plus) and Authorize the Director to Execute the Services Agreements as a result of the RFP approved on April 25, 2017.

DATE: June 13, 2017

NUMBER: 241/2017

Recommendation

It is recommended that the Board of Supervisors approve and authorize the award of the Health and Human Services Department (HHSD) contracts for transitional housing and supportive services to: Environmental Alternatives, Inc., and Children's Hope Foster Family Agency. It is further recommended that the Chair of the Board be authorized to execute, on behalf of the County of Yuba and upon review and approval of County Counsel, the Transitional Housing Placement Plus Program (THP-Plus) services agreements and to amend such agreements as necessary

Background

On April 25, 2017, the Board approved the Request for Proposals submitted by HHSD to solicit proposals from interested and qualified licensed Foster Family Agencies for the provision of services under the Transitional Housing Placement Plus Program. THP-Plus is a transitional housing placement program which provides a safe living environment for former foster youth while helping participants to achieve self-sufficiency so they can improve life skills prior to leaving the foster care support system.

Discussion

HHSD received two proposals from qualified licensed professionals/facilities to provide services under THP-Plus. Upon review, HHSD would like to contract with both Foster Family Agencies. The

estimated budget for each facility per fiscal year (FY) is as follows: Environmental Alternatives, Inc., \$141,504 per FY, and Children's Hope FFA, \$176,880 per FY.

Committee Action:

The Health and Human Services Committee was by-passed as the Request for Proposals was approved by the Board on April 25, 2017.

Fiscal Impact:

Approval of this authorization will not impact County General Funds. The administrative responsibilities of the Department are mandated by State and Federal law and are funded with State and Federal dollars.

Attachments

The County of Yuba

Sheriff-Coroner



TO: Board of Supervisors

FROM: Steven L. Durfor, Sheriff-Coroner

SUBJECT: Sheriff-Coroner: Approve Contract Amendment No. 2 to extend the Agreement with Placer County for the provision of pathology services for one year commencing on July 1, 2017 and continuing through June 30, 2017, and authorize Chair to execute.

DATE: June 13, 2017

NUMBER: 242/2017

Recommendation:

Approve Contract Amendment No. 2 to extend the Agreement with Placer County for the provision of pathology services for one year commencing on July 1, 2017.

Background:

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

Discussion:

Section 9 of the current agreement provides for the contract to be renewed for two (2) one-year options, after the expiration date under the same terms and conditions, except with regard to cost adjustments. Placer County has chosen to forgo any cost adjustments with regards to Contract Amendment No. 2, opting to extend the agreement for one year commencing on July 1, 2017 and continuing through June 30, 2018, with all other provisions of the original contract remaining in full force and effect.

Committee Action:

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

Fiscal Impact:

No additional cost to the Sheriff's Department or General Fund, as the compensation for Placer County's services are within the Sheriff's proposed budget for Fiscal Year 2017-2018.

Attachments:

242/2017 Placer County Pathology Services Contract Amendment No. 2

Administering Agency: Placer County Sheriff's Office
Term: July 1, 2014 to ~~June 30, 2017~~ June 30, 2018
Contract No.: 193-14
Contract Description: Agreement to Perform Pathology Services

CONTRACT AMENDMENT NO. 2

THIS AGREEMENT, originally made at Auburn, California, as of July 1, 2014 by and between the County of Placer ("Placer County") and County of Yuba ("Yuba County") is hereby amended as follows:

- **Section 6, Term**

This contract is extended through June 30, 2018, which represents the second of two one-year renewal options allowed under Section 9.

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

///

Executed as of the date indicated below:

PLACER COUNTY:

By: _____ **Date:** _____
Brett Wood, Purchasing Manager

YUBA COUNTY:

By: _____ **Date:** _____

APPROVED AS TO FORM
ANGIL P. MORRIS-JONES
COUNTY COUNSEL
BY: Courtney C. [Signature]

The County of Yuba

Administrative Services



TO: Board of Supervisors

FROM: Administrative Services, Doug McCoy

SUBJECT: Administrative Services - The Board approves the attached amendment to the Memorandum of Understanding between the County of Yuba and the Yuba County Water Agency (YCWA) for the design and construction of the tower and data center to be collocated in the new Yuba County Sheriff Facility.

DATE: June 13, 2017

NUMBER: 249/2017

Recommendation

The Board approves the attached second amendment to the Memorandum of Understanding between the County of Yuba and the Yuba County Water Agency (YCWA) for the design and construction of the tower and Data Center to be collocated in the new Yuba County Sheriff Facility.

Background

The County and YCWA entered into an MOU to cover the design and construction costs for space on the new radio tower being erected for the new Sheriff facility and for space to create a new data center room and work room inside the facility. Ongoing lease costs for the space are covered under a separate lease agreement.

Discussion

The County had additional capacity available on the newly constructed tower, and the Water Agency had a need for a redundant radio connection between their facilities in the foothills and their location here in the valley. Plus, we had undeveloped space inside the building and YCWA had a need for a safe, central location for their network equipment. So your Board agreed to allow them to use our facilities. This MOU is to account for their share of the development cost.

Committee Action:

Due to the routine nature of this request, we have bypassed the committee process and brought the item to your Board for consideration.

Fiscal Impact:

Under the MOU, YCWA has agreed to reimburse the County for its share of the construction costs for both the Tower and the Data Center. Those funds will be deposited and shall offset the construction budget.

Attachments

249-2017 Second Amendment to the MOU with YCWA for design and construction of the new Sheriff facility

MEMORANDUM OF UNDERSTANDING

**Between
County of Yuba
And
Yuba County Water Agency**

AMENDMENT #2

This is the second amendment to the agreement, dated July 22, 2014 between the County of Yuba (County) and the Yuba County Water Agency (YCWA) for the design and construction of a tower and equipment room at 720 Yuba Street, Marysville, CA.

The following changes have been made to Section 1: TERM:

- (1) Term. Extend the agreement term from June 1, 2014 through December 31, 2016 to June 1, 2014 through December 31, 2017.

All other terms and conditions remain unchanged.


In witness thereof, the parties hereto have executed this Amendment #2 to the Agreement on

_____ 2017.


"COUNTY"
County of Yuba

Chair, Board of Supervisors

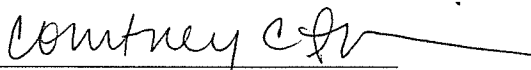
"YCWA"
Yuba County Water Agency


Curt Aikens
General Manager

INSURANCE PROVISIONS
APPROVED


Jill Abel
Risk Manager

APPROVED AS TO FORM:


For Angil Morris-Jones,
County Counsel

The County of Yuba

Sheriff- Coroner



TO: Board of Supervisors

FROM: Steven L. Durfor, Sheriff- Coroner

SUBJECT: Approve and sign the cooperative agreements with the U. S. Forest Service to provide law enforcement services to fight controlled substances on U. S. forestland.

DATE: June 13, 2017

NUMBER: 250/2017

Recommendation:

Approve and sign the cooperative agreements with the U. S. Forest Service to provide law enforcement services to fight controlled substances on U. S. forestland.

Background:

This is an annual agreement, which has been in effect for many years, and requires Board of Supervisors approval to provide law enforcement services on a reimbursable basis. The Sheriff's Department provides controlled substance support, in areas of both the Tahoe and Plumas National Forests. The agreement will provide reimbursement in the amount of \$5,000 for controlled substances.

Discussion:

The Sheriff will provide reimbursable law enforcement services to the Tahoe and Plumas National Forests in accordance with the attached agreement. The Sheriff has adequate resources to provide the services in the same manner as provided in past years.

Committee Action:

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

Fiscal Impact:

None. The agreements provide reimbursement from the U. S. Forest Service for law enforcement services rendered, creating additional revenue for the Sheriff's Department.

Attachments:

205/2017 2017 Controlled Substance Annual Operating and Financial Plan



FS Agreement No. 17-LE-11051360-021
Cooperator Agreement No. _____
Modification No. 002

EXHIBIT B**COOPERATIVE LAW ENFORCEMENT ANNUAL DRUG OPERATIONS PLAN &
FINANCIAL PLAN**

**Between The
YUBA COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
TAHOE and PLUMAS NATIONAL FORESTS**

2017 CONTROLLED SUBSTANCE ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Yuba County Sheriff's Office, hereinafter referred to as "YCSO," and the USDA, Forest Service, Tahoe and Plumas National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #17-LE-11051360-021 executed on _____. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 01, 2016 and ending September 30, 2017.

Previous Year Carry-over: \$0.00

Current Fiscal Year Obligation: \$5,000

FY-2017 Total Annual Operating Plan: \$5,000

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Steven L. Durfor, Sheriff Yuba County 215 5 th Street, Suite 150 Marysville, CA 95901-5737 Telephone: (530) 749-7779 FAX: (530) 742-6286 E-mail: sdurfor@co.yuba.ca.us	Dawn Wells, Financial Officer Yuba County 215 5 th Street, Suite 150 Marysville, CA 95901-5737 Telephone: (530) 749-7732 FAX: (530) 749-7352 E-mail: dwells@co.yuba.ca.us

**Cooperator Alternate Contact**

Brandon Spear, Sergeant
Yuba County
215 5th Street, Suite 150
Marysville, CA 95901-5737
Telephone: (530) 682-8263
FAX: (530) 742-6286

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Tony Magarrell, Special Agent Lassen National Forest 2550 Riverside Drive Susanville, CA 96130 Office: (530) 252-6641 FAX: (530) 252-6420 E-mail: tmagarrell@fs.fed.us	Heather M. Rivera, Administrative Specialist Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592-1110 Office: 707-562-8646 FAX: 707-562-9031 E-mail: hmrivera@fs.fed.us
U.S. Forest Service Program Coordinator Contact	U.S. Forest Service Grants and Agreement Contact
Pete Jordan Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592-1110 Office: (707) 562-8662 FAX: (707) 562-9031 E-mail: pjordan@fs.fed.us	Geraldine C. Bordash, (Gerri) Grants Management Specialist Pacific Southwest Region 1323 Club Drive Vallejo, CA 94592-1110 Office: (707) 562-8782 FAX: (707) 562-9144 E-mail: gbordash@fs.fed.us

III. CONTROLLED SUBSTANCE OPERATIONS**II.**

Pursuant to IV- I of Agreement No. 17-LE-11051360-021 the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:

A. The *U.S. Forest Service* agrees:

1. To reimburse **YCSO** for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances, including;



- a. Ground reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
 - b. Aerial reconnaissance to identify and inventory locations and activities associated with producing or trafficking controlled substances.
2. To reimburse **YCSO** for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest System lands, including:
- a. Surveillance operations to identify persons illegally producing or trafficking controlled substances.
 - b. Apprehension of persons suspected of producing or trafficking controlled substances.
 - c. Collection of evidence to support prosecution of persons suspected of illegally producing or trafficking controlled substances.
 - d. Prosecution of persons suspected of producing or trafficking controlled substances.
3. To reimburse **YCSO** for expenses resulting from the removal of cannabis plants from National Forest System lands. When circumstances indicate that removal of the cannabis plants is required before an investigation to determine the person(s) responsible can be completed, eradication operations must be approved by the U.S. Forest Service prior to taking place.

Note: **YCSO** retains the authority to eradicate cannabis plants from National Forest System lands without reimbursement from the U.S. Forest Service at its discretion.

4. To reimburse **YCSO** for the costs of purchasing supplies and equipment used exclusively for activities described in items A.1, A.2 and A.3 of this Plan. Purchases must be agreed to and approved by the U.S. Forest Service.

Purchases may **not exceed 10% of the total allocation** without prior approval by the U.S. Forest Service Designated Representative.

B. **YCSO** agrees:

1. Within its capability, to perform the following activities on National Forest System lands:



- a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.
 - b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
 - c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.
2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in **Section II, A** of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.
- C. The *U.S. Forest Service* and **YCSO** mutually agree to the following:
1. The following rate schedule will apply to all expenditures that may be reimbursed to **YCSO** under this agreement;

Salary (base)	\$36.00 per hour
Salary (overtime)	\$54.00 per hour
Per diem costs	\$39/M&IE + \$60/Lodging
Helicopter flight time	Actual documented costs
Supplies or equipment	Actual documented costs

(Copies of purchase must be provided for reimbursement)
 2. The total expenditures of **YCSO** that may be reimbursed may not exceed.... **\$5,000**
The total expenditures for item **A.4** may not exceed..... **10%** of the total allocation.
- D. **Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service.**

IV. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

YCSO will furnish monthly itemized statements of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.



- a. Mail copies of itemized billing statements (Attachment A) to:

Jennie Shirley, Admin. Specialist
Pacific Southwest Regional Office - LEI
1323 Club Drive
Vallejo, CA 94592-1110

Send photo copy to:
Tony Magarrell, Special Agent
Lassen National Forest
2550 Riverside Drive
Susanville, CA 96130

- b. **Send hard copy invoices to:**

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109

Or fax to: (877) 687-4894

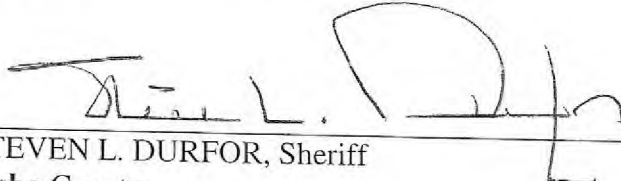
Or e-mail scanned invoice to: ASC_GA@fs.fed.us

- c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before October 31, 2017 in order to receive payment.
- d. **Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.**

Job Code NFLE5117: \$5,000



In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.


STEVEN L. DURFOR, Sheriff
Yuba County

05/18/17
Date

APPROVED AS TO FORM

ANGIL P. MORRIS-JONES

COUNTY COUNSEL

BY: 

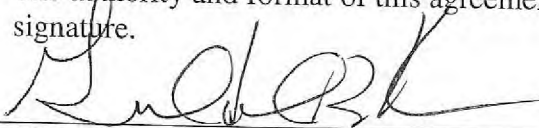
Chair
Yuba County Board of Supervisors

Date

DON HOANG, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

The authority and format of this agreement has been reviewed and approved for signature.


GERALDINE C. BORDASH
U.S. Forest Service, Grants Management Specialist

05/16/2017
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Law Enforcement Billing Summary
Drug

USDA Forest Service, Tahoe & Plumas NF	County: YUBA
----------------------------------------	--------------

Law Enforcement Billing Summary	Month:	Year:
---------------------------------	--------	-------

Check appropriate block: <input type="checkbox"/> Coop Patrol <input checked="" type="checkbox"/> Controlled Substance Operations

A. Total Patrol/Labor Hours:	
B. Rate per Hour:	\$
C. Total Salary Reimbursement: (subtotal 1)	\$
D. Other Allowable Reimbursements: (mileage, dispatch, court, clerical, equipment, etc.)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
E. Total of D1 - D4 (subtotal 2)	\$
F. Total Invoice Reimbursement:	\$
G. Total Reimbursement for Maximum Op Plan Amt:	\$

Certification Statement

County Sheriff		USFS Special Agent	
I certify the above billing/invoice is accurate and complete.		I certify services have been received as stated.	
Sheriff	Date	USFS Special Agent	Date



USDA
Forest Service

**LAW ENFORCEMENT ACTIVITY
REPORT**

(Ref. FSM 5300)

Agreement Number

17-LE-11051360-021

Initial ☐ Follow Up ☐

1. Cooperator (Department Name): Yuba County Sheriff's Dept.				2. National Forest: Tahoe and Plumas					
3. Record (1)		4. Action Code (2) (FS Use Only) U-Update		5. Unit Identification (3-11)			6. Date (12-5)		
				Region	Forest	State	County	Month	Year
				05	17	CA	Yuba		
7. Patrol Units (16-18)		8. Search and Rescue Missions Hours (19-22)		No. (23-24)		9. Property Stolen (25-30) Dollars			
10. Property Recovered (31-36) Dollars				11. Controlled Substances Seized (37-45) Dollars (Street Value)					
12. Record (1)				13. Number of Crimes Occurring on National Forest System Lands					
13a. Item # (16-17)	13b. Type of Crime			13c. Coop Agreement Reimbursed Activity (18-20)			13d. Non-Coop Agreement Activities (21-23)		
PART I - FBI UNIFORM CRIME REPORTING									
01	Criminal Homicide								
02	Forcible Rape								
03	Robbery								
04	Aggravated Assault								
05	Burglary - Breaking or Entering								
06	Larceny - Theft (Except Motor Vehicle)								
07	Motor Vehicle - Theft								
08	Arson								
PART II - FBI UNIFORM CRIME REPORTING									
09	Other Assaults (simple)								
10	Stolen Property by Buying, Receiving, Possessing								
11	Vandalism								
12	Weapons - Carry, Possessing								
13	Narcotic Drug Law								
14	Driving Under the Influence								
15	Liquor Laws								
16	Drunkenness								
17	Disorderly Conduct								
18	All Other Offenses								
PART III - COOPERATOR ASSISTS									
19	Assists to Forest Service Officers								
20	Assists to Public								

Remarks:

NOTE: This document is for OFFICIAL USE ONLY. It and its contents are not to be distributed outside your agency, nor duplicated, without prior approval of the USDA, Forest Service, Law Enforcement and Investigations.

The County of Yuba



TO: Board of Supervisors

FROM: Tim Young

SUBJECT: Community Development and Services Agency: Authorize Annual Disbursement of Measure D Funds

DATE: June 13, 2017

NUMBER: 251/2017

RECOMMENDATION:

Authorize the Auditor/Controller to disburse \$606,629.89 in Measure D funds from Fund 807 to the County Road Fund, City of Marysville and City of Wheatland in the following amounts:

\$574,781.82	County Road Fund (Fund 102)
\$24,265.20	City of Marysville
\$7,582.87	City of Wheatland

BACKGROUND:

Measure D was approved by Yuba County voters in November 2004 and established a 15 cent per ton fee on all aggregate and asphalt concrete produced in the County. In December of 2005 the Board decided on an allocation of the funds with half being dedicated to aggregate haul routes in the County and the other half divided by maintained miles between the County, Marysville and Wheatland for road maintenance.

DISCUSSION:

Public Works obtained the state verified maintained road miles from both Marysville and Wheatland, and the fund balance of Measure D funds from the Auditor as of May 31, 2017, which has already had the administrative fee of 3% deducted. There is a total of \$606,629.89 available for disbursement and it is recommended that this amount be distributed to the Road Fund, City of Marysville, and City of Wheatland using the following breakdown. The summary of maintained miles and amounts are as follows:

Yuba County	50% (haul routes)	\$303,314.95	
	<u>Maintained Miles</u>	<u>% of total miles</u>	
Yuba County	652.7 miles	89.5%	\$271,466.87
City of Marysville	58.4 miles	8.0%	\$24,265.20
City of Wheatland	18.4 miles	2.5%	\$7,582.87

COMMITTEE ACTION:

The Land Use and Public Works Committee was bypassed as the method of disbursement was determined by the Board in December 2005. No Committee action is required.

FISCAL IMPACT:

This action will provide revenue to the Road Fund to be used on road improvement projects.

The County of Yuba

Community Development and Services Agency



TO: Board of Supervisors

FROM: Community Development and Services Agency, Van Boeck

SUBJECT: Community Development and Services Agency: Approve acquisition of real property on portions of APN 016-120-014, 016-120-018, and 016-120-020 from Danna & Danna, Inc. for roadway easements along Feather River Blvd for a total sum of \$90,345.00 pursuant to Yuba County Code §2.50.280.

DATE: June 13, 2017

NUMBER: 253/2017

Recommendation

Approve acquisition of real property on portions of APN 016-120-014, 016-120-018, and 016-120-020 from Danna & Danna, Inc. for roadway easements along Feather River Blvd for a total sum of \$90,345.00 pursuant to Yuba County Code §2.50.280.

Background

Yuba County received a federal safety grant to improve the horizontal alignment at 3 curves on Feather River Blvd between Algodon Road and Road 512 to reduce the potential for collisions.

To improve the horizontal alignment at the curves, additional right of way was needed at each curve.

The County hired consultants to appraise the value of the proposed additional right of way at each curve and to negotiate the acquisition with the property owner.

Discussion

The Public Works Department determined that 1.38 acres of additional right of way were needed from the three Danna & Danna, Inc. parcels listed in the acquisition agreement. The County's consultant determined that the fair market value for the 1.38 acres in additional right of way and compensation for the loss of active fruit trees was \$90,345.00.

Committee Action: (Omit if to Committee)

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

Fiscal Impact:

\$65,000.00 will be provided under the federal Highway Safety Improvement Program (HSIP) and the remaining \$25,345.00 will be from the road fund.

Attachments

Acquisition Agreement with Danna & Danna Inc. for right of way along Feather River Blvd.

COUNTY OF YUBA
Public Works Dept.
915 8th Street, Suite 125
Marysville, CA 95901

PROJECT: Feather River Blvd., Curve Correction Project
APN # 016-120-020 (Exhibit A); 016-120-018 (Exhibit A-1); 016-120-014 (Exhibit A-2);
FIRST AMERICAN TITLE ESCROW # _____.

ACQUISITION AGREEMENT

This Agreement is made between the COUNTY OF YUBA, a political subdivision of the State of California ("County"), and DANNA & DANNA, INC., A CALIFORNIA CORPORATION ("Owner") for certain property interests located in the County of Yuba, California for a public project consisting of roadway improvements to Feather River Blvd. ("the Project").

1. AGREEMENT TO SELL AND PURCHASE

Owner agrees to sell and convey to County, and County agrees to purchase from Owner, pursuant to the terms and conditions set forth in this Agreement, the following:

SEE EXHIBIT "A, EXHIBIT A-1, AND EXHIBIT A-2"

2. PURCHASE PRICE

County shall pay Owner the sum of NINETY THOUSAND, THREE HUNDRED AND FORTY FIVE DOLLARS (\$90,345.00) ("Total Just Compensation") for the Easement, including all improvements, damages, and severance, if any, as follows:

Description	Area	Price/Area	Price
Roadway Easement APN: 016-120-014	0.4	\$ 25,335.00	\$ 10,134.00
Roadway Easement APN: 016-120-018	0.17	\$ 25,335.00	\$ 4,306.95
Roadway Easement APN: 016-120-020	0.81	\$ 25,335.00	\$ 20,521.35
Total Land			\$ 34,963.00
Depreciation			\$ 223.00
Damages			\$ 55,000.00
Cost to Cure			\$ 159.00
Total Just Compensation			\$ 90,345.00

3. CONDITION OF TITLE

Owner warrants to Owner's actual knowledge that:

- A. He is the owner of the property rights to be transferred by this Agreement and is empowered to execute the conveyance documents and this Agreement.
- B. The Easement is not encumbered by any mortgage, deed of trust, or other encumbrance evidencing indebtedness except as may be shown on the Preliminary Title Report.
- C. The Easement is not encumbered by any lease or rental agreement except as may be shown on the Preliminary Title Report, which lease or rental agreement shall be amended as of close of escrow to remove the Easement therefrom.

4. OWNER'S INDEMNIFICATION

Owner covenants and agrees to indemnify and hold County harmless from any and all claims that third parties may make or assert with respect to the Easement's title, but only to the extent such claims are not covered under the title insurance policy to be acquired by County in connection with this transaction insuring County's title to the Easement. The Owner's obligation herein to indemnify County shall not exceed the amount paid to the Owner under this Agreement.

5. DELIVERY OF DOCUMENTS/ESCROW

The Agreement and the Grant Deeds for Right of Way Easement containing Exhibits, "A", "A-1" and "A-2", incorporated herein by this reference shall be executed and delivered by Owner to County for the purpose of placing the Easements into escrow. County shall not be deemed to have accepted delivery of the Easements until such time as the Easements are recorded in the Official Records of the County of Yuba, California.

Escrow shall close no later than thirty (30) days after this Agreement is executed by the County, unless extended by mutual agreement of the parties.

6. ESCROW EXPENSES

County shall pay all costs of escrow and all recording costs incurred in this transaction.

7. NOTIFICATION TO ASSESSOR

County shall provide the County Assessor with a copy of this Agreement once it is executed and recorded so that the County Assessor may determine whether apportionment and cancellation of any taxes resulting from the sale of the Easements is appropriate.

8. ENVIRONMENTAL ASSESSMENT PRIOR TO CLOSE OF ESCROW

An Environmental Assessment, including an aerially deposited lead study in conformance with ASTM Practice E 1527-13, was performed on the site, which revealed no evidence of recognized environmental concerns. A copy of this study may be obtained at the Public Works Counter at 915 8th Street, Suite 125, Marysville, CA 95901.

9. PURCHASE CONTINGENT ON PROPERTY BEING FREE OF TOXICS

Owner understands and agrees that County has no obligation to purchase the Easement if it is determined that the Easement contains toxic and/or hazardous materials which will require remediation under applicable State and/or federal law.

10. COUNTY'S LIABILITY/RESTORATION OF EASEMENT

County covenants and agrees to defend, indemnify, and hold harmless Owner from liability arising out of construction of the Project.

Further, County agrees should damage occur outside of the easement area County will return the surface, to the extent reasonably practicable, to the same condition as existed prior to construction of the Project.

11. CONFORMANCE OF DRIVEWAYS AND CULVERTS

The driveways and culverts on Owner's property, if any, shall be reconstructed by the County, as necessary, to conform to street frontage revisions and Owner's property. Said reconstruction shall be provided by the County at no expense to Owner. Permission is hereby granted to the County and its authorized agents and contractors to enter upon Owner's property, where necessary, for the purpose of conforming such driveway and culvert areas.

12. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being impaired.

13. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action concerning this Agreement shall be venued in the Superior Court of Yuba County.

14. SALE UNDER THREAT OF EMINENT DOMAIN

County acknowledges that Owner is selling the Easements to County for the Project under threat of eminent domain.

15. HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall bind the respective heirs, personal representatives, successors, and assigns of the parties to this Agreement.

16. POSSESSION AND USE OF THE PROPERTY

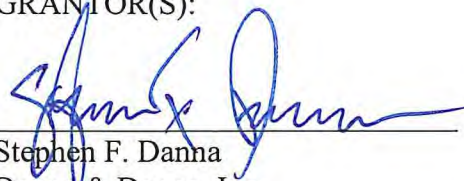
The County shall have the right of possession and use of the Property including the right to remove and dispose of improvements and construct the above-named Project commencing on the date that this Agreement is executed by both parties; provided that County makes no representation that the Project shall be constructed, and no liability or obligation whatsoever shall be incurred by County by reason of any failure to construct the Project for any reason. If the Property is not acquired by County for any reason, County shall restore the Property to the condition existing prior to the County's possession or use hereunder, unless otherwise agreed by the parties.

17. ENTIRE AGREEMENT

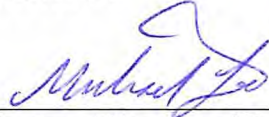
This Agreement shall be deemed effective on the date this Agreement is executed by the County.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below:

GRANTOR(S):


Stephen F. Danna
Danna & Danna, Inc.
A California Corporation

GRANTEE:


Mike Lee, Director of Public Works
COUNTY OF YUBA, a political
subdivision of the state of California

Date: 5-18-2017

Date: 5/31/17

APPROVED AS TO FORM:

Date: 5/31/2017

By: 
Courtney Abril, Interim County Counsel

EXHIBIT "A"

Feather River Boulevard Right of Way Easement

Danna & Danna, Portion of APN: 016-120-020

All that real property situate in the County of Yuba, State of California, lying within Section 18 of Township 13 North, Range 4 East, M.D.M., projected into the New Helvetia Rancho, also being a portion of Lots 3, 4, 5 & 6 in Block 18 as shown on the Plat of Arboga Colony No. 2, filed June 8, 1920, in Book 2 of Maps at page 15, in the Office of the Yuba County Recorder, being a portion of that certain real property described as Lot B, in the Corporation Grant Deed to Danna & Danna Inc., a California Corporation, recorded May 11, 2010, as document number 2010R-005621 Yuba County Records, more particularly described as follows:

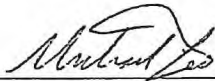
All that portion of said Danna & Danna parcel lying westerly and southerly of the following described line;

Beginning at a point on the west line of said Danna & Danna parcel, also being the centerline of Feather River Boulevard as described in the Indenture recorded February 16, 1927, in Book 82 of Deeds page 32, Yuba County Records, and shown on sheet 2 of 4 of Record of Survey 2011-03 filed August 19, 2011 in Book 93 of Maps page 19, Yuba County Records, from which the northwest corner of said parcel bears North 00° 08' 18" West a distance of 791.32 feet; thence, leaving said west line, North 89° 51' 42" West a distance of 36.00 feet; thence, South 00° 08' 18" East, along a line parallel with and 36.00 feet easterly of said west line and centerline, a distance of 267.84 feet to the beginning of a curve to the left, concave northeasterly with a radius of 414.00 feet; thence, along the arc of said curve, through a central angle of 88° 57' 11", a distance of 642.74 feet to a line parallel with and 36.00 feet northerly of the south line of said Danna & Danna parcel; thence, along said parallel line, South 89° 48' 25" West a distance of 253.85 feet; thence, leaving said parallel line, South 00° 11' 35" East a distance of 36.00 feet to the south line of said Danna & Danna parcel and the centerline of said Feather River Boulevard, and there terminating.

Excepting therefrom that portion within the bounds of the land described in the Indenture recorded February 16, 1927, in Book 82 of Deeds page 32, Yuba County Records.

Containing 0.81 acres, more or less.

Dated: October 26, 2016



Michael G. Lee, PLS 7853
County Surveyor – County of Yuba

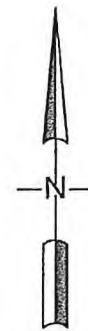


① DANA & DANNA, INC.
2010R-003196
PARCEL J
APN: 016-120-016

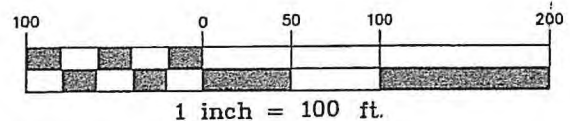
② DANNA PROPERTIES, L.P.
2011R-001342
APN: 016-120-008

③ DANNA PROPERTIES, L.P.
2011R-001342
APN: 016-120-007

DANNA & DANNA, INC.
2010R-005621, LOT B
APN: 016-120-020



Scale: 1"=100'



FEATHER

60' per 88 Deeds 32

N 00° 08' 18" W 1271.32'

791.32'

P.O.B.

S 89° 51' 42" W
6.00'

S 00° 08' 18" E 267.84'

30' 30'

$\Delta = 88^\circ 57' 11''$
 $L = 642.74$, $R = 414.00'$
Road Easement Area
0.81 Acres
 $\Delta = 90^\circ 03' 55''$
 $L = 377.27$, $R = 240.00'$

N 00° 11' 35" W
6.00'

N 89° 48' 25" E 253.85'

N 89° 48' 25" E

458.09'

55' per 1994R-000701

RIVER

BLVD

1" IP LS 3649
93 MAPS 19

PORTION OF LOTS 3, 4, 5 & 6 in BLOCK 18,
ARBOGA COLONY NO. 2, 2Maps15

YUBA COUNTY PUBLIC WORKS
EXHIBIT B

EXHIBIT PLAT FOR ROAD EASEMENT
COUNTY PROJECT 2236

DRAWN BY: JBO

DATE: 10/20/2016

EXHIBIT "A-1"

Feather River Boulevard Right of Way Easement


Danna & Danna, Portion of APN: 016-120-018

All that real property situate in the County of Yuba, State of California, lying within Section 7 of Township 13 North, Range 4 East, M.D.M., projected into the New Helvetia Rancho, being a portion of that certain real property described as Parcel Two, in the Grant Deed to Danna & Danna, Inc. recorded February 10, 1961, in Book 317 of Yuba County Official Records at page 563, also being a portion of Lots 11 and 12 in Block 7 as shown on the Plat of Arboga Colony No. 2, filed June 8, 1920, in Book 2 of Maps at page 15, in the Office of the Yuba County Recorder, more particularly described as follows:

A strip of land, having parallel sides and a uniform width of 30 feet, being the easterly 30 feet of the westerly 60 feet of said Danna & Danna parcel lying easterly of and coincident with the easterly right of way line of Feather River Boulevard as described in the Indenture recorded February 16, 1927, in Book 82 of Deeds page 32.

Containing 0.17 acres.

Dated: October 26, 2016



Michael G. Lee, PLS 7853
County Surveyor – County of Yuba



EXHIBIT "A-2"

Feather River Boulevard Right of Way Easement

Danna & Danna, Portion of APN: 016-120-014

All that real property situate in the County of Yuba, State of California, lying within Section 7 of Township 13 North, Range 4 East, M.D.M., projected into the New Helvetia Rancho, being a portion of that certain real property described as Parcel H, in the Certificate of Compliance in favor of Danna & Danna, Inc., recorded March 17, 2010, as document number 2010R-003196 Yuba County Records, also being Lot 14 and a portion of Lot 13 in Block 7 as shown on the Plat of Arboga Colony No. 2, filed June 8, 1920, in Book 2 of Maps at page 15, in the Office of the Yuba County Recorder, more particularly described as follows:

A strip of land, having parallel sides and a uniform width of 30 feet, being the easterly 30 feet of the westerly 60 feet of said Danna & Danna parcel, lying easterly of and coincident with the easterly right of way line of Feather River Boulevard described in the Indenture recorded February 16, 1927, in Book 82 of Deeds page 32, Yuba County Records, and shown on sheet 2 of 4 of Record of Survey 2011-03, filed August 19, 2011 in Book 93 of Maps pages 19-22 in the Office of the Yuba County Recorder. Said strip beginning on the North line of said Danna & Danna parcel and terminating coincident with the angle point on the westerly line of said Danna & Danna parcel which bears South 06° 03' 45" West a distance 85.50 feet and South 00° 01' 20" West a distance of 493.50 feet from the Northwest corner thereof.

Containing 0.40 acres.

Dated: October 26, 2016



Michael G. Lee, PLS 7853
County Surveyor – County of Yuba



SHOEI FOODS USA, INC.
950 O.R. 410
APN: 016-060-023

SHOEI FOODS USA, INC.
950 O.R. 410
APN: 016-060-048

DANNA & DANNA, INC.
317 O.R. 563
APN: 016-012-018

EASEMENT AREA A-1
0.17 ACRES

LINE COMMON TO
LOTS 11 & 14,
BLOCK 7,
2MAPS15

1/2" REBAR MHM LS 3649
93MAPS19

1" IP PER
93MAPS19

(60' Access ESMT for
lot 15, 2010R-003196)

DANNA PROPERTIES, LP
2010R-008123
APN: 016-120-015

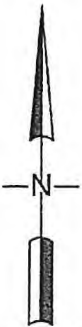
DANNA & DANNA, INC.
2010R-003196
PARCEL H
APN: 016-120-014

BLVD

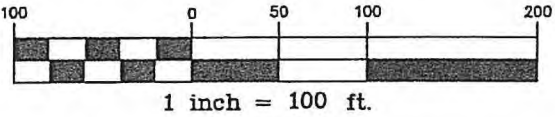
RIVER

FEATHER

EASEMENT AREA A-2
0.40 ACRES



Scale: 1"=100'



PORTION OF LOTS 13 AND 14 IN BLOCK 7,
ARBOGA COLONY NO. 2, 2Maps15

YUBA COUNTY PUBLIC WORKS
EXHIBIT B

EXHIBIT PLAT FOR ROAD EASEMENT
COUNTY PROJECT 2236

DRAWN BY: JBO DATE: 7/28/2016

The County of Yuba



TO: Board of Supervisors

FROM: Clerk of the Board, Donna Stottlemeyer

SUBJECT: Board of Supervisors: Authorize out-of-state travel for Supervisors Fletcher and Lofton to attend the Annual NACO Conference July 21-24, 2017 in Columbus, Ohio.

DATE: June 13, 2107

NUMBER: 254/2017

Recommendation

Authorize out-of-state travel for Supervisors Fletcher and Lofton to attend the Annual NACO Conference July 21-24, 2017 in Columbus, Ohio.

Background and Discussion

The annual conference brings county officials together to advocate with a collective voice on national policy affecting county government, exchange ideas, build leadership skills and pursue transformational county solutions.

Committee Action:

Brought directly to the Board for consideration.

Fiscal Impact:

Approximately \$2,800 per person which includes registration, airfare, hotel, food, and travel to and from airport.



May 12, 2017

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

Board of Directors

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Carmen Smith

Vice President
Narinder Dhaliwal

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Linda Plummer

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Executive Director
David Read

Managing Director
Abbie Cesena

Lisa Hill
Bookkeeper

Yuba Sutter Arts
530 742-ARTS (2787)

Gallery
624 E Street
Marysville

Theater
630 E Street
Marysville

yubasutterarts.org
facebook.com/ysrac

Dear Honorable Supervisors,

Yuba Sutter Arts once again seeks your support by Resolution of the Board in authorizing our application to California Arts Council for State-Local Partnership Program funding for FY 2017-2018. This implies the Board's approval of Yuba Sutter Arts as Yuba County's designated Local Arts Agency. For this reason, we would like to share some highlights, outlined below, from 2016-17. If at all possible we would also like to share these with you in person at a meeting of the Supervisors in June.

We are passionate about our continued service to the community. This past year has seen the emergence of new art programs and opportunities alongside the continuance of our established initiatives. We continue to offer an onsite art gallery in Marysville for individual and group shows, and we continue to expand our partnerships with local businesses and organizations to exhibit art in business settings, storefronts and government offices. We call this program *Art Everywhere* with our focus being the visibility of art within the public places and exposure for our artists.

We just completed our *Color Up!* recidivism reduction program at Juvenile Hall. We worked with young offenders on self-expression and positive personal development through visual art, and the final project was a large scale, three panel mural. In the year to come we hope to leverage this experience to apply for a California Arts Council *JUMP StArts* grant. This celebrated program supports quality arts education and artists-in-residence programs for at-risk youth within the juvenile justice system.

Following the completion of our Veterans Art Park project in Marysville last year, Yuba Sutter Arts mounted two additional Veterans in the Arts projects in 2016-17. In the fall of 2016, we hosted bronze casting workshops whereby eight Veterans learned the art of the "lost wax" method of life mask casting. They collaborated with each other throughout the process guided by professional sculptors in our art gallery. Once the molds were completed and layered with wax, the molds were sent to a foundry where the hot bronze was introduced. The completed bronzes were display at the Gallery at Yuba Sutter Arts in March.

In February of this year, we began our "Portraits of Veterans" project. We invited any local Veterans to learn about portrait photography and then sit as subjects for their own portrait sessions. The photos were enlarged to 20"x30" in black and white and all 65 portraits were hung in our gallery with the bronzed in March. We hosted an opening reception with over 200 attendees.

We have just begun our new mini-mural project called "Cover It" which involves painting utility boxes as small works of art in order to help beautify communities in a discreet manner.

In collaboration with the Yuba County Office of Education and individual Yuba County School District Superintendents, our Arts in Education initiatives have blossomed. We have conducted Theater Workshops in high schools. We have pending mural projects at elementary schools inviting student participation. This summer we will begin our new Yuba Sutter Youth Choir for which rehearsals and performances will be held in our Lee Burrows Theater. We have provided interim music and art teachers in schools where funding has been cut or delayed.

Tax ID: 94-2831238



Meanwhile, Yuba Sutter Arts continues to leverage its 110-seat theater as an anchor for partnerships and to offer the use of our facilities and technical expertise to non-profit groups at a reduced rate or at cost. Musical performances range from classical to country and from student soloists to string quartets. This year we presented jazz pianists, a Grand Ol' Opry style country concert, a blues harmonica concert, folk music, classical and flamenco guitarists, classical violin master classes and students from Yuba College for performance poetry stand-offs. Low-cost and free tickets as well as weekend matinees and evening shows make events accessible and affordable for all.

This year's annual Poetry Out Loud competitions, part of a national program, were held in our theatre, as were three unique Broadway-style shows under the umbrella of our Applause Series. Now into our third year of partnering with Sutter Performing Arts Association with Applause, these wildly popular performances raise thousands of dollars for Yuba Sutter Arts as well as help support the creation of the new live theater on Plumas Street in Yuba City.

For the 4th year in a row, Yuba Sutter Arts' staff helped judge the annual **Congressional Art Competition**, managed locally by Congressmen John Garamendi. Over 60 local high school students participated. This year we served over 350 special needs children and their families as part of our annual **Very Special Arts** program, a long running, national program. It is a month long celebration of music, dance, theater and visual arts all culminating in a massive one day art festival at Bear River Middle School in Wheatland.

These are just a few of the many programs and events created, promoted and continued by Yuba Sutter Arts. There is so much more to our ongoing story of service through art to the community.

Yuba Sutter Arts has served as the designated Local Arts Agency for the County of Yuba for thirty-six years. This designation allows us to apply for nominal and much needed core funding via California Arts Council's State-Local Partnership Program. We truly appreciate your past support and advocacy, and hope that you will approve the Resolution of the Board for FY 2017-18.

Please don't hesitate to contact me for more in-depth information on our current position, plans and progress.

Sincerely,



David Read
Executive Director

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

**RESOLUTION APPROVING THE)
APPLICATION AND AUTHORIZING)
EXECUTION OF A STATE-LOCAL)
PARTNERSHIP PROGRAM FOR YUBA)
SUTTER ARTS WITH CALIFORNIA)
ARTS COUNCIL)**

RESOLUTION NO. _____

WHEREAS, the California Arts Council and the California State Legislature have established a State-Local partnership Program designed to encourage local cultural planning and decision-making and to reach previously underserved constituents; and

WHEREAS, the Yuba-Sutter Regional Arts Council has successfully delivered arts services as the County designated partner for 36 years; and

NOW THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of the County of Yuba does hereby approve of the FY 2017-2018 State Local Partnership Program Grant Contract to be submitted to the California Arts Council by the Yuba-Sutter Regional Arts Council and to designate the Yuba-Sutter Regional Arts Council to execute the contract with the California Arts Council, contingent upon approval of the application by the California Arts Council.

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.

AYES:

NOES:

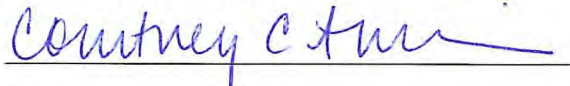
ABSENT:

ABSTAIN:

Chairman

ATTEST:
CLERK OF THE BOARD OF SUPERVISORS
DONNA STOTTLEMEYER

APPROVED AS TO FORM:
INTERIM COUNTY COUNSEL
COURTNEY C. ABRIL



The County of Yuba

Human Resources and Organizational Services



TO: Board of Supervisors

FROM: Human Resources and Organizational Services, Jill Abel
Probation Department, Jim Arnold

SUBJECT: Human Resources and Probation Department: Authorize the Chair to execute an Amendment to the Memorandum of Understanding (MOU) between the County of Yuba and the Yuba County Probation Peace Officers' Association (PPOA) (5 minutes)

DATE: June 13, 2017

NUMBER: 246/2017

Recommendation

Authorize the Chair to execute an Amendment to the Memorandum of Understanding (MOU) between the County of Yuba and the Yuba County Probation Peace Officers' Association (PPOA)

Discussion

Title 15 regulates the minimum standards for juvenile facilities, which includes Section 1321 (c) to "have a sufficient number of supervisory level staff to ensure adequate supervision of all staff members". While the Probation Department has an adequate number of allocated Supervising Juvenile Corrections Officer (SJCO) classifications which meet the expectations outlined in Title 15, there are times one or more SJCO will be absent for an extended period of time for a myriad of reasons. When this occurs, the current rules allow the Department to temporarily appoint a Juvenile Corrections Officer (JCO) I/II to the SJCO position so long as certain qualifications are met. The flexibility to temporarily appoint personnel is the only mechanism in place to ensure the Juvenile Hall Facilities are appropriately staffed. We have been successful at managing the requirements of Title 15 in the past because there were an adequate number of JCO employees with significant experience; unfortunately that is no longer the case.

The attrition rates for the JCO classification have spiked in recent months, 30% in 2015 to 42% since 2016, resulting in a higher percentage of recently hired JCO staff on the floor. Of the 26 allocated JCO

I/II positions, 5 are vacant and 16 are filled with incumbents with less than 2 years of experience and are still on probation. Thus, the majority of the JCO staff are ineligible for a temporary appointment. The remaining handful of experienced JCO employees have expressed no interest in the increased responsibility and have respectfully declined the opportunity for a temporary appointment.

To bridge this gap, we propose adding Officer-in-Charge (OIC) as a special assignment under the PPOA MOU and appropriately compensate eligible employees for the additional responsibilities. To be eligible an employee must be in a JCO classification, assigned to the Juvenile Hall Facilities, for at least one year; completed the Juvenile Corrections Officer Core Course; completed PC 832 training; completed the departmental OIC Training Objectives; and have a recent meets standards evaluation. The County has met and conferred with PPOA regarding the terms and conditions of OIC eligibility and pay, and recommend the Board execute the proposed Amendment to the PPOA MOU.

Committee

This item has bypassed committee due to the urgent need of getting the Officer-in-Charge option in place to meet regulatory requirements.

Fiscal Impact

The general fund impact for the 2017/2018 fiscal year is anticipated to be between \$1,000 – \$5,000, depending on the need. However, the additional cost will be offset by salary savings acquired by Juvenile Correctional Officer I/II vacancies.

Attachments

246/2017 Amendment to the Probation Peace Officers' Association MOU

AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
Between
The County of Yuba and
Yuba County Probation Peace Officers' Association

The County of Yuba (County) and the Yuba County Probation Peace Officers' Association (YCPPOA) have previously met and conferred and agreed upon the current Memorandum of Understanding (MOU), for which the term runs through June 30, 2019.

The parties have now met and conferred further pursuant to Government Code §3500 et seq and have mutually agreed to modify the current MOU, to reflect additional terms and conditions of employment pertaining to the Juvenile Corrections Officer classification as follows:

ARTICLE 10 – ADDITIONAL COMPENSATION

Section 10.02 – Special Assignment Compensation

Employees in the classification of Juvenile Corrections Officer I/II who are appointed by the Appointing Authority as an Officer In Charge (OIC) will receive an hourly premium compensation while performing OIC duties. OIC is a special assignment to provide lead direction and oversight to staff during an assigned shift to ensure the safety and security of the Juvenile Hall facilities in the absence of a Supervising Juvenile Corrections Officer.

The Appointing Authority, in his/her sole discretion, may identify and limit the number of Juvenile Corrections Officers who receive the OIC premium compensation. The Appointing Authority reserves the sole right to reassign personnel from an OIC assignment, with or without cause, based on the overall needs of the department. Such reassignments are not considered punitive in nature, and are considered a management prerogative and therefore not subject to the grievance procedures.


The OIC premium compensation will apply only to designated Juvenile Corrections Officer I/II positions and will be paid an additional \$1.00 per hour for all hours worked as an OIC.

The parties agree that this amendment represents their full agreement on this matter and that they are not subject to further meeting and conferring on this matter, unless by mutual agreement.

Date:

Date: 5-19-17

Chairman of the Board
County of Yuba


Daniel Ritner, Vice President
YCPPOA

The County of Yuba



TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator

SUBJECT: Appointment of the Environmental Health Director

DATE: June 13, 2017

NUMBER: 248/2017

Recommendation

It is recommended that the Board of Supervisors:

1. Receive an introduction and appoint Clark Pickell as Yuba County's Environmental Health Director, effective July 1, 2017, and
2. Approve the attached Employment Agreement and authorize the Chair of the Board of Supervisors to sign.

Background /Discussion

Mr. Clark Pickell has been the County's Interim Environmental Health Director since October 1, 2016. Mr. Pickell has worked for Yuba County for approximately twelve years. For the majority of his career at Yuba County he has managed the Certified Unified Program Agency (CUPA) within the Environmental Health Department. CUPA is tasked with managing a multitude of state programs that are focused around the safe handling of hazardous materials. Mr. Pickell's management of CUPA has been exemplary and has been recognized statewide as a model for other counties to follow. While managing CUPA, Mr. Pickell pursued his state certification as an Environmental Health Specialist and worked with the previous Environmental Health Director to ensure he had exposure and cross training to all of the programs administered by the Environmental Health Department. Over his tenure at Yuba County, Mr. Pickell has developed excellent working relationships with his fellow employees in Environmental Health, within the Community Development and Services Agency, and within the County as a whole. Those relationships coupled with his effectiveness in managing programs position him to provide great leadership for our organization and communities.

Fiscal Impact:

None.

Attachments

248/2017 Employment Agreement

**EMPLOYMENT AGREEMENT BY AND BETWEEN
COUNTY OF YUBA AND CLARK PICKELL**

RECITALS

This Agreement is entered into by and between the County of Yuba (County) and Clark Pickell (Employee) and is dated this 13th day of June, 2017.

A. County desires to employ Employee as its Environmental Health Director and Employee desires to serve as the Environmental Health Director for the County beginning July 1, 2017.

B. The County Administrator, as appointing authority, and Employee desire to agree in writing to the terms and conditions of Employee's employment as Environmental Health Director.

AGREEMENT

1. PARTIES AND INCORPORATION BY REFERENCE

The parties to this Agreement are County and Employee. The foregoing recitals are incorporated herein by this reference.

2. DUTIES

(a) County agrees to employ Employee and Employee agrees to serve as Environmental Health Director of Yuba County to perform the functions and duties as specified in the Yuba County Ordinance Code, Resolutions, and all other applicable laws, rules and regulations now in effect or hereafter adopted, and to perform other

legally permissible and proper duties and functions as the Board may from time to time assign.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by County.

(c) Employee shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California Law. Employee must complete disclosure forms as required by law and in connection with the performance of any services under this Agreement. Disclosure forms required by law shall be filed in accordance with laws and regulations relating to disclosure forms during the term of this Agreement and thereafter as may be required by law or regulation.

3. TERM

(a) The term of this Agreement shall be from the date first set forth above in Recital A until terminated by either party in accordance with provisions hereinafter set forth or unless terminated by the event of death, incapacity or permanent disability of Employee.

(b) Employee agrees to remain in the exclusive employment of County during the term of this Agreement and further agrees that he will not take any position, paid or otherwise, which may in any degree conflict or appear to conflict with the duties inherent in the position of Environmental Health Director for the County.

4. TERMINATION AND RESIGNATION

(a) Employee may resign at any time and agrees to give the County no less than ninety (90) days' advance written notice of the effective date of his resignation.

(b) County may terminate Employee at any time upon written notice. The parties hereto recognize and affirm:

1. Employee is an "at-will" Employee whose employment may be terminated by the County Administrator without cause;

2. There is no express or implied promise made to Employee for any form of continued employment as Environmental Health Director; and,

3. This Agreement is the sole and exclusive basis for an employment relationship between Employee and County.

(c) A decision to terminate Employee may be made by the County Administrator consistent with this Agreement and with applicable laws, rules and ordinances governing such dismissal.

(d) Employee shall have the option to resign his office instead of being terminated if an action by the County Administrator to terminate "not for cause" has been initiated. Employee shall be given a time certain by which such resignation in writing shall be delivered to the County Administrator.

(e) In the event the County Administrator terminates Employee for cause, Employee shall have the right to a name clearing hearing involving notice of the charges and an opportunity to respond.

5. SEVERANCE PAY

(a) If the County Administrator terminates Employee while he is still willing and able to perform the duties of Environmental Health Director, County and Employee agree that he will immediately be placed on paid Administrative Leave for a period of time not to exceed four (4) months. If, within that four month period, Employee secures employment with another PERS employer, Employee agrees to tender his resignation with County of same date with his start date at his new employment, which resignation will discontinue payments under the paid Administrative Leave section. Employee specifically acknowledges and agrees that said payment(s) will release County, its agents, servants, employees and elected officials from any further obligation, whether known or unknown, at the time of any such resignation or termination.

(b) If Employee is terminated for cause, including but not limited to acts of moral turpitude, conflict of interest, or incompatibility of office, County shall have no obligation to continue the employment of Employee or to pay the severance set forth above.

6. SALARY

Commencing with the date of appointment set forth above as July 1, 2017, Employee shall be compensated according to the Yuba County Classification System - Basic Salary Schedule which identifies the base gross monthly rate of the Environmental Health Director effective July 1, 2017 as \$6,803.00.

Additionally, Employee shall be entitled to an increase equal to any cost of living increase given to management employees and all other provisions of the Yuba County Classification System Basic Salary Schedule related to his employee status.

7. SUPPLEMENTAL BENEFITS

County shall also provide Employee the same benefits as provided to Miscellaneous (Non-Safety) County management employees, commensurate with his appointment as Environmental Health Director, and as they may be amended from time to time. All actions taken by the County relating to benefits for Miscellaneous (Non-Safety) County Management employees shall be actions granting the same benefits to Employee.

8. MONTHLY VEHICLE ALLOWANCE

County agrees to pay Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of three hundred dollars (\$300.00) per month as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Employee shall be responsible for paying for and maintaining liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

9. PERFORMANCE EVALUATION

The County Administrator and Community Development and Services Agency (CDSA) Director shall evaluate Employee's performance at least annually or as needed. In addition, in connection with and at the time of such evaluation the County Administrator and CDSA Director and Employee will set goals and objectives for the ensuing year.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The County Administrator shall fix any other terms and conditions of employment as it may determine from time to time, provided that such terms and conditions are not inconsistent with provisions of this Agreement or applicable law.

11. NOTICES

Any notices required by this Agreement shall be in writing and either given in person to the recipient or by first class mail, postage prepaid, and addressed as follows:

TO COUNTY: County Administrator
915 Eighth Street
Marysville, CA 95901

TO EMPLOYEE: Clark Pickell
915 Eighth Street
Marysville, CA 95901

12. ENTIRE AGREEMENT

This Agreement is the final expression of and constitutes the complete Agreement between the parties with respect to the matters set forth herein and supercedes all prior oral or written understandings except as may be set forth herein. This Agreement cannot be modified except by written mutual agreement executed by the parties hereto.

13. ASSIGNMENT

This Agreement is not assignable by either County or Employee. Any Agreement to the contrary by either party shall be void.

14. SEVERABILITY

In the event that any portion of this Agreement is finally held or determined to be illegal or void by a Court having jurisdiction, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, County and Employee have caused this Agreement to be signed and executed as set forth below.

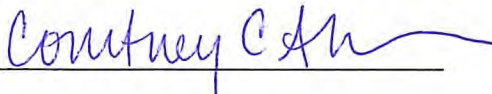
EMPLOYEE

COUNTY OF YUBA


Clark Pickell, Employee

Randy Fletcher, Supervisor
Chairman of the Board of Supervisors

APPROVED AS TO FORM
Courtney Abril, Interim County Counsel

by 

The County of Yuba



TO: Board of Supervisors

FROM: Robert Bendorf, County Administrator

SUBJECT: Approve Economic Development Agreement between the Greater Sacramento Area Economic Council and Yuba County

DATE: June 13, 2017

NUMBER: 206/2017

Recommendation

It is recommended that the Board of Supervisors:

1. Approve the attached Economic Development Agreement between the Greater Sacramento Area Economic Council and the County of Yuba.
2. Adopt a resolution authorizing the County Administrator to execute the Agreement.
3. Appoint the County Administrator or his designee to participate on Greater Sacramento's Board of Directors.
4. Designate Brynda Stranix, President / Chief Operating Officer of the Economic Development Corporation to serve as Yuba County's representative on the Economic Development Director's Taskforce.

Background

Economic development efforts are critical to the County in order to ensure a healthy, vibrant, diverse economy for businesses and residents. The County's ability to market itself is also dependent on the assets of the six-county Sacramento region as a whole.

In 2014, a group of Chief Executive Officers from the Sacramento region created the Greater Sacramento Area Economic Council (Greater Sacramento) in order to retain, attract, grow, and create sustainable businesses throughout the region's six counties: El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba. Greater Sacramento is a public-private partnership looking to raise \$3 million from the private sector and \$1 million from the public sector for regional economic development efforts.

Discussion

Efforts to attract new business through GSAC have proven to be a valuable partnership for Yuba County. Business leads are consistently funneled through the Economic Development Corporation in concert with County staff. Our responses have led to several agencies working together to develop demographic and infrastructure data for site selectors, which we have been active in meeting with. As part of a strategy to expand and continue our economic development efforts and interact regionally, it is recommended that the Board of Supervisors approve the resolution and agreement as presented.

Committee Action: (Omit if to Committee)

This item did not go to Committee as there were no changes to the terms of the agreement other than the time period.

Fiscal Impact:

The requested membership fee is \$0.40 per resident per fiscal year. Based on the 2014 California Department of Finance Demographic Research Unit, Yuba County (unincorporated area) has a population of 57,921 residents; therefore, Greater Sacramento is requesting \$23,168 for services provided during the fiscal year ending on June 30, 2018. This recommendation is included in the County's Fiscal Year 2017-2018 Budget.

Attachments

206/2017 Resolution authorizing the County Administrator to execute economic development agreement and protocol agreement with Greater Sacramento Area Economic Council
206/2017 Greater Sacramento Economic Council Agreement

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

RESOLUTION AUTHORIZING THE COUNTY)	
ADMINISTRATOR TO EXECUTE ECONOMIC)	
DEVELOPMENT AGREEMENT AND PROTOCOL)	RESOLUTION NO. _____
AGREEMENT WITH GREATER SACRAMENTO)	
AREA ECONOMIC COUNCIL)	

WHEREAS, on a periodic basis certain governmental agencies request that the Yuba County Administrator sign Agreements, Grant Submittals and/or Contracts for the provision of services to that governmental agency; and

WHEREAS, it is in the interest of efficient and effective county government for the Board of Supervisors to authorize the Yuba County Administrator to execute certain Contracts, Agreements and Grant Submittals on behalf of Yuba County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the COUNTY OF YUBA, that the Yuba County Administrator or designee is hereby authorized and directed on behalf of the COUNTY OF YUBA to execute and amend an agreement and policy protocol agreement, ending June 30, 2018, with Greater Sacramento Area Economic Council (GSAC).

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BE IT FURTHER RESOLVED that the Yuba County Administrator is hereby authorized and directed on behalf of the COUNTY OF YUBA to serve as Yuba County Board of Supervisors representative with GSAC, but may appoint a designee on his behalf consistent with GSAC policies.

PASSED AND ADOPTED this _____ day of _____ 2017, by the Board of Supervisors of the County of Yuba, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairman

ATTEST: DONNA STOTTLEMEYER
CLERK OF THE BOARD OF SUPERVISORS

COURTNEY ABRIL
YUBA COUNTY COUNSEL
APPROVED AS TO FORM:

Courtney C. Abril

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE GREATER SACRAMENTO ECONOMIC COUNCIL
AND THE COUNTY OF YUBA**

This Economic Development Agreement (“Agreement”) is entered into by and between the Board of Supervisors of the County of Yuba, a California municipality (the “Public Jurisdiction”), and the Greater Sacramento Economic Council (“Greater Sacramento”), a California non-profit corporation (each a “Party” and collectively referred to as the “Parties”). The Agreement shall be effective (“Effective Date”) upon signature of both Parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Public Jurisdiction and Greater Sacramento agree as follows:

I. RESPONSIBILITIES OF GREATER SACRAMENTO

A. MISSION: Greater Sacramento is an economic development organization working through a public-private partnership of local businesses and governments to retain, attract, grow, and create sustainable businesses in the six-county Sacramento Region, including El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba Counties and the 23 cities therein.

B. GOALS: Greater Sacramento is guided by and strategically focused on the following specific long-range goals:

1. Develop and utilize in-depth data and analytics to guide strategic economic development efforts and improve the region’s competitive position.
2. Strategically market the region to generate qualified company prospects in targeted economic clusters.
3. Leverage public and private partners and resources to locate qualified prospects.

C. RETENTION AND EXPANSION POLICY:

1. Greater Sacramento’s primary role is developing the Sacramento Region’s market intelligence strategy for high-wage, base industry clusters in coordination with representatives of local communities.
2. Both Parties understand that retention and expansion of existing businesses within communities is primarily a local issue, but Greater Sacramento will confidentially assist local leaders on these projects.
3. Greater Sacramento will support communities’ efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects, as requested by the local community.
4. Greater Sacramento will advise communities when an existing company contacts Greater Sacramento regarding a retention or expansion issue, subject to any legal and/or contractual non-disclosure obligations.

- D. ACTION PLANS:** In accordance with the Mission, Goals, and Retention and Expansion Policy set forth above and subject to the availability of adequate funding, Greater Sacramento shall implement strategic action plans adopted by its Board of Directors and Economic Development Directors Taskforce (EDDT). The Public Jurisdiction shall be entitled to provide input on these action plans through its participation in these advisory groups as specified in Sections III.A. and III.B. of this Agreement. The Public Jurisdiction acknowledges and agrees that Greater Sacramento may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel, or defer certain activities as required by a result of changing market conditions, funding availability, or other circumstances beyond Greater Sacramento's reasonable control.
- E. PERFORMANCE TARGETS:** Specific performance targets shall be established by Greater Sacramento's Board of Directors and shall be used to evaluate and report progress on Greater Sacramento's implementation of strategic action plans. Greater Sacramento will provide regular reports to the Public Jurisdiction detailing its progress in implementing such plans. As required by a result of changing market conditions, funding availability, or other circumstances beyond Greater Sacramento's reasonable control, these performance targets may be revised with the approval of the Board of Directors or a majority of the designated members of Greater Sacramento's EDDT.
- F. ECONOMIC DEVELOPMENT DIRECTORS TASKFORCE (EDDT):** Greater Sacramento will organize and lead the Economic Development Directors Taskforce (EDDT), which will develop and follow set protocol for issues such as: business attraction, retention, and expansion; external marketing and communications; and permitting streamlining. The Public Jurisdiction may appoint one representative to the taskforce as outlined in Section III.B. of this Agreement.

II. RESPONSIBILITIES OF THE PUBLIC JURISDICTION

- A. STAFF SUPPORT OF GREATER SACRAMENTO'S EFFORTS:** The Public Jurisdiction shall provide staff support to Greater Sacramento's economic development efforts as follows:
1. The Public Jurisdiction shall respond to leads or prospects referred by Greater Sacramento in a professional manner within the time frame specified by the lead or prospect if the Public Jurisdiction desires to compete and if the lead is appropriate for the Public Jurisdiction. When possible, the Public Jurisdiction agrees to provide its response in the format developed jointly by Greater Sacramento and the EDDT.
 2. The Public Jurisdiction shall provide appropriate local hospitality, tours, and briefings for prospects visiting sites in the Public Jurisdiction.
 3. The Public Jurisdiction shall provide an official economic development representative to represent the Public Jurisdiction on the EDDT, which advises Greater Sacramento's President & CEO.

4. The Public Jurisdiction shall cooperate in the implementation of Greater Sacramento/EDDT process improvement recommendations including presentation formats, exchange of information on prospects with Greater Sacramento staff, use of shared data systems, land and building databases, and private sector real estate industry interfaces.
5. The Public Jurisdiction shall use its best efforts to respond to special requests by Greater Sacramento for specific information about the Public Jurisdiction within the time frame specified in such request.
6. In order to enable Greater Sacramento to be more sensitive and responsive to the Public Jurisdiction's requirements, the Public Jurisdiction shall, at its sole option, deliver to Greater Sacramento copies of any economic development strategies approved by the Public Jurisdiction, work plans, programs, and evaluation criteria. Greater Sacramento shall not disclose the information to outside parties.
7. The Public Jurisdiction shall use its best efforts to cause an economic development professional representing the Public Jurisdiction to attend all marketing events and other functions to which the Public Jurisdiction has committed itself.
8. The Public Jurisdiction agrees to work with Greater Sacramento to improve the Public Jurisdiction's competitiveness and market readiness to support the growth and expansion of targeted industries.

B. RECOGNITION OF GREATER SACRAMENTO: The Public Jurisdiction agrees to recognize Greater Sacramento as the Public Jurisdiction's officially designated regional economic development organization.

III. ADDITIONAL AGREEMENTS OF THE PARTIES

A. BOARD OF DIRECTORS REPRESENTATION: The Public Jurisdiction shall have a single voting representative on the Greater Sacramento Board of Directors so long as such Director will not cause Greater Sacramento to exceed the maximum number of authorized Directors. The Director under this paragraph shall be the highest-ranking non-elected official with the Public Jurisdiction. This highest-ranking non-elected official shall be permitted to delegate his or her position as Director to the highest-ranking elected official with the Public Jurisdiction to serve as an alternate to the Director, provided, however, that in the case that the Public Jurisdiction is a county, the highest-ranking elected official designated by the highest-ranking non-elected official may be any one of the county supervisors and need not be the chair of the county supervisors. Any such Director (the representative or his or her alternate) will be qualified to serve on the Board of Directors only if the Public Jurisdiction remains current on its annual contribution at an amount equal to or greater than its full formula allocation as determined from time to time by the Board of Directors and laid out in this contract in Section III.E.1., and as long as the Public Jurisdiction makes a long-term commitment to assist and carry out the mission and purpose of Greater Sacramento and fulfills the additional requirements set forth in this Agreement.

- B. ECONOMIC DEVELOPMENT DIRECTORS TASKFORCE (EDDT) REPRESENTATION:** The Public Jurisdiction shall also appoint one (1) economic development professional from its staff, local economic development partner organization, or other qualified community member, subject to the approval of Greater Sacramento, to represent the Public Jurisdiction on Greater Sacramento's Economic Development Directors Taskforce (EDDT), which advises Greater Sacramento's President & CEO.
- C. PARTICIPATION IN MARKETING EVENTS:** Representative(s) of the Public Jurisdiction shall be entitled to participate in Greater Sacramento's marketing events provided that such participation shall not be at Greater Sacramento's expense.
- D. PROVISION OF ASSISTANCE:** When requested and appropriate, Greater Sacramento will use its best efforts to provide assistance and support to the Public Jurisdiction's economic development staff for business location prospects identified and qualified by the Public Jurisdiction and assist the Public Jurisdiction with presentations to prospects in the Public Jurisdiction or corporate locations.
- E. COMPENSATION:**
1. The Public Jurisdiction agrees to pay \$23,168 for services to be provided by Greater Sacramento pursuant to the Agreement during the fiscal year ending on June 30, 2018, as set forth in this Agreement. This amount is based on \$0.40 per capita applied to the Public Jurisdiction's population as reported in 2014 population estimates from the California Department of Finance Demographic Research Unit, which listed the Public Jurisdiction as having a population of 57,921. Any adjustment to this formula shall be reviewed and approved by the Board of Directors and presented in writing to the Public Jurisdiction for approval.
 2. Nothing herein shall preclude the Public Jurisdiction from contracting separately with Greater Sacramento for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the Public Jurisdiction and Greater Sacramento.
 3. Greater Sacramento shall submit annual invoices to the Public Jurisdiction on or before July 1 each year. To allow the Public Jurisdiction to budget appropriately, Greater Sacramento shall submit to the Public Jurisdiction a letter indicating the rate structure and full contribution amount no later than May 1 each year. The Public Jurisdiction shall submit full payment within the first quarter of its fiscal year beginning July 1. The Public Jurisdiction is entitled to receive annual audit reports for Greater Sacramento and financial reports at Board of Directors meetings held at least four (4) times per year.
- F. COOPERATION:**
1. The purpose of this Agreement is to set forth the regional economic development program that Greater Sacramento agrees to undertake, the support that the Public Jurisdiction agrees to provide, the respective roles of Greater Sacramento and the

Public Jurisdiction, and the payments of the Public Jurisdiction to Greater Sacramento for the fiscal year ending June 30, 2018.

2. The parties acknowledge that Greater Sacramento is a cooperative organization effort between Greater Sacramento and local communities. Accordingly, the Public Jurisdiction and Greater Sacramento covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering Greater Sacramento's goals for the 2017-2018 fiscal year.
3. The Public Jurisdiction agrees to work with Greater Sacramento, as necessary or appropriate, to revise the performance measures, benchmarks, and/or goals for the FY 2018-2019 contract.

IV. GENERAL PROVISIONS

- A. **INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Agreement, Greater Sacramento shall indemnify, defend, hold, protect, and save harmless the Public Jurisdiction and any and all of its elected officials, officers, and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense, and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by Public Jurisdiction brought, made, filed against, imposed upon, or sustained by the Public Jurisdiction, its officers, or employees arising out of a third party action, suit, proceeding, claim or demand caused by the negligent performance of Greater Sacramento's obligations under this Agreement.

Any party entitled to indemnity shall promptly notify Greater Sacramento's President & CEO in writing of the existence of any claim, demand, or other matter to which Greater Sacramento's indemnification obligations would apply, shall investigate and mitigate the harm, and shall cooperate with and give to Greater Sacramento a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party. To the extent that notice is not timely provided to Greater Sacramento and Greater Sacramento is prejudiced thereby, Greater Sacramento's indemnification obligations shall be reduced accordingly.

Nothing in this Subsection A shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions, wrongful acts or willful misconduct of such indemnified party (including its officials, officers, employees and agents).

Greater Sacramento's aggregate liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall be subject to the other terms of this Agreement and shall in no event exceed the amounts paid by the Public Jurisdiction to Greater Sacramento for services to be provided by Greater Sacramento pursuant to the Agreement during the fiscal year ending on June 30, 2018, as set forth in this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, to the full extent permitted by applicable law, Greater Sacramento shall not, under any circumstances, be liable for any claim for any consequential, incidental, indirect, punitive, exemplary or

special damages of any nature whatsoever, or for any damages resulting from, arising out of, or in connection with any delays, loss of data, lost revenues, lost profits, interference, interruption of service, or loss of business or anticipatory profits, regardless of the form of action, whether in contract, tort, strict liability or otherwise.

- B. INSURANCE:** Greater Sacramento shall procure and maintain for the duration of this Agreement, at Greater Sacramento's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by Greater Sacramento, its agents, representatives, employees, or contractors.
- C. EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Agreement, Greater Sacramento will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, or disability. Greater Sacramento shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Greater Sacramento agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- D. NONLIABILITY OF OFFICIALS AND EMPLOYEES:** No member, official, or employee of the Public Jurisdiction will be personally liable to Greater Sacramento, or any successor in interest, in the event of any default or breach by the Public Jurisdiction or for any amount which may become due to Greater Sacramento or successor, or on any obligation under the terms of this Agreement. No member, official, or employee of Greater Sacramento will be personally liable to the Public Jurisdiction, or any successor in interest, in the event of any default or breach by the Greater Sacramento or for any amount which may become due to the Public Jurisdiction or successor, or on any obligation under the terms of this Agreement.
- E. NOTICE:** Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing or delivered by electronic transmission, as designated by each Party, using the contact information below. Notices or communications in writing shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties. Notices or communications may be delivered by electronic mail or facsimile, as designated by each Party, in a manner that creates a record that is capable of being retained, retrieved, and reviewed, and that may thereafter be rendered into clearly legible tangible form, unless or until either party revokes consent of use of that means of transmission for communications or either Party is unable to deliver communications by that means.

If to Greater Sacramento:
Greater Sacramento Economic Council

Attn: Chief Executive Officer
400 Capitol Mall, Suite 2500
Sacramento, CA 95814

If to the Public Jurisdiction:

County of Yuba
Attn: County Administrator
915 Eighth Street, Suite 115
Marysville, CA 95901

- F. CONFIDENTIAL INFORMATION:** Both Parties agree, during the term of this Agreement and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the other Party, or to disclose to any person, firm, or corporation without the prior written authorization of either Party, any Confidential Information of either Party, except (i) as may be legally required to respond to a request pursuant to the California Public Records Act (provided, however, the Parties acknowledge and agree that Greater Sacramento is not subject to the California Public Records Act), or (ii) in accordance with a judicial or governmental order, provided, however, that, to the extent reasonably possible, Public Jurisdiction shall give Greater Sacramento reasonable notice prior to making any such disclosure under (i) or (ii) above so Greater Sacramento may contest or seek a protective order (including, without limitation, a temporary restraining order) to prevent such disclosure if it so chooses, and provided further that Public Jurisdiction shall disclose only that portion of the Confidential Information that it is legally required to disclose. “Confidential Information” means any of Greater Sacramento/the Public Jurisdiction’s proprietary and/or confidential information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, client lists, markets, trade secrets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, billing, charging, or other business information disclosed to one Party by the other, either directly or indirectly, which is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Either Party may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with authorized personnel or authorized representatives or for any other purpose that either Party may hereafter authorize in writing; provided, however, that such authorized use does not create any license to use or disclose such Confidential Information except as explicitly granted by either Party. The Parties acknowledges that they are neither responsible nor liable for any business decisions made by the other Party in reliance upon any Confidential Information. The Parties make no representations or warranties, express or implied, with respect to the accuracy or completeness of the Confidential Information. The Parties agree that in the event of any breach or threatened breach of this Section, either Party may obtain, in addition to any other legal remedies, which may be available, such equitable relief as may be necessary to protect it against any such breach or threatened breach.
- G. OWNERSHIP OF WORK PRODUCT:** Public Jurisdiction acknowledges and agrees that all work product or deliverables prepared for, arising from, related to, or incorporated in the services to be provided by Greater Sacramento including, without limitation, all

ideas, concepts, inventions, expressions, information, material, works of authorship, plans, programs, programming code, systems, work notes, drafts, specifications, design documents, flow charts, software programs, analyses, data, surveys, print copy, artwork, plates, photo negatives and positives, boards, preliminary outlines, sketches, letters, invoices, proposals, databases, and reports (collectively, "Work Product") shall be owned solely and exclusively by Greater Sacramento, including without limitation, all corrections, modifications, and derivative works to such Work Product. The Work Product shall be considered Greater Sacramento's Confidential Information.

H. REPRESENTATIONS AND WARRANTIES: The Parties each represent and warrant as follows:

1. Each Party has full power, authority, and right to perform its obligations under the Agreement.
2. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
3. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party or any law applicable to a Party.

I. RELATIONSHIP OF THE PARTIES; BENEFICIARIES: Nothing in this Agreement will be deemed to create an agency, employment, partnership, fiduciary or joint venture between the Parties. No Party (nor any agent or employee of that Party) shall make any representations or warranties or incur any liability on behalf of the other Party. There are no third-party beneficiaries of this Agreement.

J. MODIFICATIONS: No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

K. ASSIGNMENT: This Agreement and the services contemplated hereunder are personal to Greater Sacramento and the Public Jurisdiction and neither Party shall have the right or ability to assign, transfer, or subcontract any rights or obligations under this Agreement without the advanced written consent of the other Party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

L. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California.

M. COUNTERPARTS/ELECTRONIC SIGNATURES: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

- N. SEVERABILITY:** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- O. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS:** This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Public Jurisdiction or Greater Sacramento, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

The Agreement is executed as follows:

I, Robert Bendorf, acknowledge that I am the County Administrator of the County of Yuba, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

COUNTY OF YUBA, a California municipality

By: _____
Robert Bendorf, County Administrator

Date: _____

Attest:

Approved as to Form:

Donna Stottlemeyer, Clerk of the Board



Courtney Abril, County Counsel

I, Barry Broome, acknowledge that I am the President & CEO of the Greater Sacramento Economic Council, a California nonprofit corporation, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

GREATER SACRAMENTO ECONOMIC COUNCIL,
A California nonprofit corporation

By: 

Barry Broome, President & Chief Executive Officer

Date: 5/24/2017

The County of Yuba



TO: Board of Supervisors

FROM: County Administrator, Grace Mull

SUBJECT: Budget Transfer from General Fund Contingency to the Public Defender Services
Budget 101-2300-421-23-01

DATE: June 13, 2017

NUMBER: 252/2017

Recommendation

Board of Supervisors approve budget transfer in the amount of \$25,000 from General Fund Contingency to the Public Defender Services budget 101-2300-421-23-01.

Background/Discussion

The Public Defender Services budget is set up by service components. The components include Public Defender Contract Services, Public Defender Conflict Contract Services, Public Defender Transcription Services and Public Defender Appointed Conflict Services.

Most of the service component costs are controlled through contracts. However, the Public Defender Appointed Conflict Services budget can fluctuate depending on the amount of appointments made by the Court.

Recently, we have experienced unanticipated increases within this budget due to increased Court appointments. The \$25,000 being requested today should cover the additional costs for the remainder of the fiscal year.

Committee Action:

Due to time constraints this item was not heard at Committee.

Fiscal Impact:

The balance of the General Fund Contingency account after the transfer is processed will be \$816,836.

Attachments

252/2017 Budget Adjustment Request Form

AUDITOR-CONTROLLER'S OFFICE
BUDGET ADJUSTMENT REQUEST FORM

FISCAL YEAR 2016-17

DEPARTMENT:

PREPARED BY/PHONE

[illegible]

EXPLANATION FOR BUDGET ADJUSTMENT:

To cover unanticipated increases in court appointed Public Defender services.

FUNDING SOURCE FOR INCREASES:		BUDGET TRANSFER #

BUDGET TRANSFER #

(assigned by ACO)

MUST INCLUDE DOCUMENTATION FOR THE ADDITIONAL FUNDING

MUST INCLUDE A JOURNAL REQUEST FORM or ACCOUNT BALANCE OF SOURCE FUND(S)

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

SIGNATURE OF AUTHORIZED OFFICIAL Robert J. Benbow / JR DATE 5/31/17

SIGNATURE OF AUTHORIZED OFFICIAL

DATE _____

SIGNATURE _____ DATE 5/31/17

SIGNATURE

DATE _____

R: Robert Benbow / GM 7/3/17
SIGNATURE DATE

SIGNATURE

DATE _____

SIGNATURE DATE

SIGNATURE

DATE _____

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

GENERAL LEDGER:

GENERAL LEDGER:				
FUND	BASE	4000/8000	DR	CR
	280			
	280			
	280			
	280			

COMPLETED BY: _____

SIGNATURE _____ DATE _____

DATE _____



RECEIVED

MAY 12 2017

Clerk/Board of Supervisors

May 3, 2017

Mr. Randy Fletcher, Chairperson
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, California 95901

Subject: U.S. Department of Agriculture Designation

Dear Chairperson Fletcher:

On April 28, 2017, the U.S. Department of Agriculture granted a Secretarial disaster designation for the primary counties of **Butte, Glenn, Kern, San Joaquin, and Yuba** and the contiguous counties of **Alameda, Amador, Calaveras, Colusa, Contra Costa, Inyo, Kings, Lake, Los Angeles, Mendocino, Nevada, Placer, Plumas, Sacramento, San Bernardino, San Luis Obispo, Santa Barbara, Sierra, Stanislaus, Sutter, Tehama, Tulare, and Ventura** due to agricultural losses caused by excessive rain, high winds, cold temperatures, and hail that occurred March 1, 2016, through May 7, 2016.

The California Governor's Office of Emergency Services (Cal OES) is providing the enclosed information regarding this designation. Please inform potential applicants throughout your county of this designation and information.

Sincerely,

KARMA HACKNEY
Individual Assistance Officer

Enclosure

- c: Yuba County Office of Emergency Services
Yuba County Agricultural Commissioner
Karen Ross, Secretary, California Department of Food and Agriculture (CDFA)
Gary Leslie, County/State Liaison, CDFA
File Copy



U.S. Department of Agriculture (USDA) Designation USDA #S4170 Excessive Rain, High Winds, Cold Temperatures, and Hail

Designation Information

The following table illustrates the designation information.

Eligible Primary County/Counties:	Butte, Glenn, Kern, San Joaquin, Yuba
Eligible Contiguous County/Counties:	Alameda, Amador, Calaveras, Colusa, Contra Costa, Inyo, Kings, Lake, Los Angeles, Mendocino, Nevada, Placer, Plumas, Sacramento, San Bernardino, San Luis Obispo, Santa Barbara, Sierra, Stanislaus, Sutter, Tehama, Tulare, Ventura
Event:	Excessive rain, high winds, cold temperatures, and hail that occurred March 01, 2016, through May 07, 2016
Assistance made available by designation:	<ul style="list-style-type: none"> • Emergency farm loans for both physical and crop production losses as a direct result of the disaster • Up to a maximum of \$500,000
Application deadline:	December 28, 2017
Who may apply:	Farmers and ranchers who conduct family-sized farming operations
How to apply:	<ul style="list-style-type: none"> • Contact local Farm Service Agency (FSA) office listed in the local telephone directory under U.S. Government, Agriculture • Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD)
USDA website for additional information:	https://www.fsa.usda.gov/FSA/webapp?area=home&subject=fmlp&topic=efl



RECEIVED

MAY 12 2017

Clerk/Board of Supervisors

May 10, 2017

Mr. Randy Fletcher, Chairperson
Yuba County Board of Supervisors
915 8th Street, Suite 109
Marysville, California 95901

Subject: U.S. Small Business Administration Economic Injury Disaster Loan Declaration due to
U.S. Department of Agriculture Disaster Designation

Dear Chairperson Fletcher:

The U.S. Small Business Administration declared the primary **Butte, Glenn, Kern, San Joaquin, and Yuba** the contiguous counties of **Alameda, Amador, Calaveras, Colusa, Contra Costa, Inyo, Kings, Lake, Los Angeles, Mendocino, Nevada, Placer, Plumas, Sacramento, San Bernardino, San Luis Obispo, Santa Barbara, Santa Clara, Sierra, Stanislaus, Sutter, Tehama, Tulare, and Ventura** a disaster area. This declaration is a result of April 28, 2017, U.S. Department of Agriculture disaster designation due to agricultural losses caused by excessive rain, high winds, cold temperatures, and hail that occurred March 1, 2016, through May 7, 2016.

The California Governor's Office of Emergency Services (Cal OES) is providing the enclosed information regarding this declaration. Please inform interested individuals, businesses, and city officials within your county of this declaration and information.

Sincerely,

KARMA HACKNEY *for*
Individual Assistance Officer

Enclosure

c: Yuba County Office of Emergency Services
File Copy



3650 SCHRIEVER AVENUE, MATHER, CA 95655
INDIVIDUAL ASSISTANCE DIVISION
(916) 845-8149 TELEPHONE (916) 845-8395 FAX
www.CalOES.ca.gov

U.S. Small Business Administration (SBA) Declaration SBA #15124

Excessive Rain, High Winds, Cold Temperatures, and Hail

**Declaration
Information**

The following table illustrates the declaration information.

Eligible Primary County/Counties:	Butte, Glenn, Kern, San Joaquin, Yuba
Eligible Contiguous County/Counties:	Alameda, Amador, Calaveras, Colusa, Contra Costa, Inyo, Kings, Lake, Los Angeles, Mendocino, Nevada, Placer, Plumas, Sacramento, San Bernardino, San Luis Obispo, Santa Barbara, Santa Clara, Sierra, Stanislaus, Sutter, Tehama, Tulare, Ventura
Reason/Event:	April 28, 2017, USDA Designation for agricultural losses caused by excessive rain, high winds, cold temperatures, and hail that occurred March 1, 2016, through May 7, 2016.
Assistance made available by declaration:	SBA Economic Injury Disaster Loans
Application deadline for business economic injury:	December 28, 2017
Who may apply:	Small, non-farm businesses, small agricultural cooperatives, and most private non-profit organizations of any size. Small businesses include those that do business directly with the growers, such as truckers and suppliers of agricultural equipment or services.
How to apply:	Contact SBA at 1-800-659-2955 , or visit SBA's website at: www.sba.gov/disaster , or email disastercustomerservice@sba.gov Hearing impaired individuals may call 1-800-877-8339.

AGENCY
ON AGING
AREA 4

May 12, 2017

The Honorable Randy Fletcher, Chair
Yuba County Board of Supervisors
915 – 8th Street, Suite 109
Marysville, CA 95901

RE: Yuba County Matching Contribution for Fiscal Year 2017-2018

Each year Agency on Aging\Area 4 (AAA4) works tirelessly to provide critical services for our aging population within Yuba County and the six other counties that comprise our service area. Board approval for continued financial support from each of the seven counties ensures the quality and content of our services does not suffer. This year, the requested match reflects an expanding 60-plus population and the resulting increased service delivery costs.

Yuba County's share of requested match for the fiscal year 2017-2018 is \$13,100. The attached information sheet illustrates the method used to calculate each county's share of match funding. We are providing this information so that Yuba County has time to review the information and include it in the County Budget for the upcoming fiscal year.

It is estimated that in FY 2017-2018 AAA4 will receive and administer \$288,570 in Federal and State grants for nutrition, transportation, caregiving, information and assistance, ombudsmen and other supportive services in Yuba County. Continued funding is contingent upon meeting the minimum match requirements – estimated to be \$13,100 for Yuba County in FY 2017-2018. Without sufficient funding, AAA4 can no longer provide the services so desperately needed by Yuba's older adult community.

Should you have any questions concerning this request, please do not hesitate to contact Pam Miller, Executive Director, or Lynda Webb, Fiscal Administrator, at (916) 486-1876.

Thank you for your continued support!

Sincerely,



Eldon Luce, Chair
AAA4 Governing Board

AGENCY ON AGING AREA 4

The Honorable Randy Fletcher, Chair
Yuba County Board of Supervisors
May 12, 2017
Page 2

c: Supervisor Mike Leahy, AAA4 GB Member
Supervisor Doug Lofton, AAA4 Alternate GB Member
Chris Parent, AAA4 GB Member
Donna Stottlemeyer, Clerk of the Board
County Administrator Robert Bendorf
Kiersten Spies, Executive Assistant to County Administrator
Pam Miller
Will Tift
Lynda Webb
Michael Selland
Carrie Wagner

Enclosures:
Attachment A, County Match Contributions, FY 2017-2018
Attachment B, AAA4 Funding in Yuba County Table

COUNTY MATCH CONTRIBUTIONS FY 2017-2018

Prior Fiscal Year (2015 - 2016)						
County Population Figures			Prior Match			
County	Dept. of Finance 60+ Population Projection for 2015	Increase in 60+ Population (CY 2014 to 2015)	Change in Matching Funds			FY 2015-2016 Matching Funds (\$0.68 per capita)
			Due to Population Increase	Due to Rate Increase	Total Increase	
Nevada	32,316	874	\$ 594	\$ -	\$ 594	\$ 21,975
Placer	86,493	2,677	1,820	-	1,820	58,815
Sacramento	273,208	9,904	6,735	-	6,735	185,781
Sierra	1,157	23	16	-	16	787
Sutter	19,279	666	453	-	453	13,110
Yolo	35,483	1,425	969	-	969	24,128
Yuba	13,151	606	412	-	412	8,943
Total	461,087	16,175	\$ 10,999	\$ -	\$ 10,999	\$ 313,539

Minimum Required Match from FY 2015-16 Closeout	\$ 359,539
Match Overage/(Shortfall)	\$ (46,000)

Current Fiscal Year (2016 - 2017)						
County Population Figures			Current Match			
County	Dept. of Finance 60+ Population Projection for 2016	Increase in 60+ Population (CY 2015 to 2016)	Change in Matching Funds			FY 2016-2017 Matching Funds (\$0.78 per capita)
			Due to Population Increase	Due to Rate Increase	Total Increase	
Nevada	33,184	868	\$ 677	\$ 3,232	\$ 3,909	\$ 25,884
Placer	89,267	2,774	2,164	8,649	10,813	69,628
Sacramento	282,971	9,763	7,615	27,321	34,936	220,717
Sierra	1,183	26	20	116	136	923
Sutter	19,960	681	531	1,928	2,459	15,569
Yolo	36,901	1,418	1,106	3,548	4,654	28,783
Yuba	13,834	683	533	1,315	1,848	10,791
Total	477,300	16,213	\$ 12,646	\$ 46,109	\$ 58,755	\$ 372,295

Minimum Required Match from FY 2016-17 Budget	\$ 370,349
Match Overage/(Shortfall)	\$ 1,946

Next Fiscal Year (2017 - 2018)						
County Population Figures			Proposed Match			
County	Dept. of Finance 60+ Population Projection for 2017	Increase in 60+ Population (CY 2016 to 2017)	Change in Matching Funds			FY 2017-2018 Proposed Matching Funds (\$0.90 per capita)
			Due to Population Increase	Due to Rate Increase	Total Increase	
Nevada	34,141	957	\$ 861	\$ 3,982	\$ 4,843	\$ 30,727
Placer	92,277	3,010	2,709	10,712	13,421	83,049
Sacramento	293,171	10,200	9,180	33,957	43,137	263,854
Sierra	1,213	30	27	142	169	1,092
Sutter	20,669	709	638	2,395	3,033	18,602
Yolo	38,448	1,547	1,392	4,428	5,820	34,603
Yuba	14,556	722	650	1,660	2,310	13,100
Total	494,475	17,175	\$ 15,458	\$ 57,276	\$ 72,734	\$ 445,027

Projected Minimum Required Match from FY 2017-18 Budget	\$ 442,677
Projected Match Overage/(Shortfall)	\$ 2,350

AAA4 Funding in Yuba County

FY 2016-17			
Funding Source	Service Category	Funded Partner	Total Award
III B Direct	Employment	AAA4 Mature Edge Job Readiness **	\$3,523
III B Direct	Ombudsman	AAA4 Ombudsman **	5,500
III B Contracted Services	Transportation	FREED Center for Independent Living	12,833
III B Contracted Services	Legal Assistance	Yuba/Sutter Legal Center	29,667
III B Contracted Services	Information and Assistance	Yuba/Sutter Legal Center	20,228
III B Contracted Services	Minor Home Repairs/Modifications	FREED Center for Independent Living	19,507
III C-2 Direct Services	Home-Delivered Meals with NSIP*	AAA4 Yuba-Sutter MOW	106,868
III E Contracted Services	Caregiver Respite	Caring Choices	22,543
VII A Direct Services	Ombudsman	AAA4 Ombudsman **	3,080
VII B Direct Services	Elder Abuse Prevention	AAA4 Elder Abuse Prevention **	980
State Ombudsman Funding	Ombudsman	AAA4 Ombudsman **	10,338
AP Administration	Administration	AAA4 Administration **	22,939
HICAP	Health Insurance Counseling	Legal Services of Northern California **	26,086
MIPPA	Medicare Improvements Act Assistance	Legal Services of Northern California **	2,958
CDFA	Farmer's Market Coupons	AAA4 Nutrition Services	1,520
	Total	FY 2016-17	\$288,570
		Total Funding for All Counties	\$9,100,034

* (NSIP) Nutrition Services Incentive Program

** AAA4 distributes funding based on the approved Governing Board parity rates.

239-2017

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
El Cajon

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

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

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

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MAY 17 2017

Clerk/Board of Supervisors

May 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 Section 1.95, Title 14, California Code of Regulations, relating to a process to conform State recreational fishing regulations to federal regulations, which will be published in the California Regulatory Notice Register on May 19, 2017.

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

Sincerely,

Sherrie Fonbuena
Associate Governmental Program Analyst

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 Section 7110 of the Fish and Game Code and to implement, interpret or make specific said section of said Code, proposes to add Section 1.95, Title 14, California Code of Regulations (CCR), relating to a process to conform State recreational fishing regulations to federal regulations.

Informative Digest/Policy Statement Overview

Pursuant to the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S. Code §1801 et seq.), the federal government exercises exclusive jurisdiction over fishery resources from 3 to 200 miles offshore. However, because these fish stocks also live in State waters, it is important to have consistent State and federal regulations establishing season dates and other management measures, and also important that the State and federal regulations be effective concurrently. Consistency of rules in adjacent waters allows for uniformity of enforcement, minimizes confusion, and allows for a comprehensive approach to resource management. Consistency with federal regulations is also necessary to maintain State authority over its fisheries and avoid federal preemption under the Magnuson-Stevens Fishery Conservation Act [16 USC §1856 (b)(1)].

Under current State law (Fish and Game Code Section 7110) the Commission has authority to establish through regulation an automatic process to conform State recreational fishing regulations applicable in State waters (zero to three miles offshore) to federal regulations. The conforming actions implemented pursuant to the automatic process are exempt from the Administrative Procedure Act [Chapter 3.5 (commencing with Section 11340) of the Government Code].

Federal regulations may be adopted annually and may be amended more often, if necessary, and serve to implement fishery management measures adopted by the Pacific Fishery Management Council. These measures include those for recreational fishing in federal waters off California.

For species managed under federal fishery management plans or regulations, the Commission has usually taken concurrent action to conform State recreational regulations to federal regulations that have been adopted through an open and deliberative federal rulemaking process, which includes a detailed review of economic impacts. Conforming State recreational regulations is done in recognition of federal jurisdiction and to ensure consistency and ease of use for constituents who are subject to both State and federal laws while fishing, or possessing sport fish. However, the dual process is redundant and inefficient, and historically the lag between federal action and conforming State action has created a period of management inconsistency and confusion. To improve regulatory efficiency, Fish and Game Code Section 7110 was enacted with the goal of reducing redundancies between State and federal rulemaking processes for these species.

Current recreational fishing regulations for salmon and Pacific halibut are a conglomerate of State regulations that conform to federal regulations, and State regulations that are more restrictive than and not in conflict with federal regulations, including State regulations that cover aspects not addressed in federal regulations.

Proposed Regulations

Section 1.95 will be added to Title 14, CCR, to describe the process through which State recreational fishing regulations for salmon and Pacific halibut will automatically conform to federal regulations.

The proposed regulation provides that recreational regulations for salmon and Pacific halibut established through the automatic conformance process shall govern unless the Commission adopts regulations using the regular rulemaking process [Chapter 3.5 (commencing with Section 11340) of Division 3 of Title 2 of the Government Code] and specifically declares at the time of adoption the intent to deviate from the automatic conformance process.

The proposed regulations describe the two processes by which State recreational fishing regulations for salmon and Pacific halibut may conform to federal regulations: the standard conformance process to be used for annual regulations, or corrections to annual regulations, and the conformance process to be used for in-season changes to regulations.

The proposed regulation specifies that the effective date of State regulations conformed pursuant to the automatic conformance process will be the same as the effective date of the federal regulation.

The proposed regulation specifies that nothing in Section 1.95 controls the adoption or validity of Commission regulations pertaining to the identified species on matters that the federal regulations do not address.

Existing species-specific regulations will remain in Title 14. In the future, these sections may be amended to conform to federal regulations pursuant to the process described in Section 1.95, or may be amended pursuant to the regular rulemaking process, as desired by the Commission.

Goals and Benefits of the Regulation

The proposed regulations will help reduce or eliminate the delay between federal action and conforming State action which leads to a period of management inconsistency and confusion between regulations for federal and State ocean waters. Timely conformance also eliminates the potential for a preemption issued under the Magnuson-Stevens Fishery Conservation and Act, and reduces redundant workload for the State.

The proposed regulation may result in future benefits to the environment by the timely conformance to federal regulation, resulting in the sustainable management of California's fish resources.

Compatibility with Existing State Regulations

The proposed regulations are neither inconsistent nor incompatible with existing State regulations. The Legislature has delegated authority to the Commission to adopt recreational fishing regulations in general (Fish and Game Code Sections 200, 205 and 265); and an automatic process to conform State recreational fishing regulations to federal regulations (Fish and Game Code Section 7110). Commission staff has searched the California Code of Regulations and has found no other State regulations related to conforming recreational fishing regulation to 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 Howonquet Hall Community Center, 101 Indian Court, Smith River, California, on Thursday, June 22, 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 held in the Resources Building Auditorium, First Floor, 1416 Ninth Street, Sacramento, California, on Thursday, August 17, 2017, at 8:00 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 August 3, 2017, at the address given below, or by email to FGC@fgc.ca.gov. **Written comments mailed, delivered, or emailed to the Commission office, must be received before 12:00 noon on August 11, 2017.** All comments must be received no later than August 17, 2017, at the hearing in Sacramento, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

Availability of Documents

Copies of the Notice of Proposed Action, the Initial Statement of Reasons, and the text of the regulation in underline and strikeout format can be accessed through our website at www.fgc.ca.gov. 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 Sherrie Fonbuena at the preceding address or phone number. **Sherrie Fonbuena, phone (916) 653-4899, has been designated to respond to questions on the substance of the proposed regulations.**

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. 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 Business, Including the Ability of California Businesses to Compete with Businesses in Other States:

The proposed action will not have a significant adverse economic impact directly affecting business, including the ability of California businesses to compete with businesses in other states. The proposed regulation prescribes a procedure the Commission may use to conform State recreational fishing regulations to federal regulations.

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

The Commission does not anticipate any impacts on the creation or elimination of jobs in California.

The Commission does not anticipate any impacts on the creation of new businesses, the elimination of existing businesses, or the expansion of businesses in California.

The Commission does not anticipate benefits to the health and welfare of California residents.

The Commission anticipates future benefits to the environment by the timely conformance to federal regulation, resulting in the sustainable management of California's fish resources.

The Commission does not anticipate any benefits to worker safety.

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

The Commission 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:

The Commission expects time savings for existing staff that will permit both the Commission and Department to devote more staff resources to achieving other core mandates.

- (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: May 3, 2017

Valerie Termini
Executive Director



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

NOTICE OF PUBLIC WORKSHOP
1 June, 2017
Workshop on Climate Change

RECEIVED

MAY 22 2017

Clerk/Board of Supervisors

NOTICE IS HEREBY GIVEN THAT the Central Valley Water Board (Board) will hold a public workshop to discuss its "Draft Climate Change Work Plan"

The Board Workshop will be held at the following date and location:

Date: 1 June 2017
Time: 9 a.m.
Place: Central Valley Regional Water Quality Control Board
11020 Sun Center Drive #200 Rancho Cordova, CA 95670

A detailed agenda including the Draft Work Plan will be available on our website:
www.waterboards.ca.gov/centralvalley/ by Monday, May 22, 2017

INFORMATION REGARDING WORKSHOP

If you have any questions or comments, please contact Andrew Altevogt at (916) 464-4656 or by e-mail at: RB5S-Climate-ChangeComments@waterboards.ca.gov

May 18, 2017

Date

Original Signed by

Andrew Altevogt, Phd. PE
Assistant Executive Officer

**AGENDA
Public Meeting
Central Valley Regional
Water Quality Control Board**



**Thursday, June 8, 2017 – 9:00 a.m.
Friday, June 9, 2017 – 9:00 a.m.
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670**

RECEIVED

MAY 22 2017

THIS MEETING WILL BE WEBCAST

The Central Valley Board strives to conduct accessible, orderly, and fair meetings. The Board abides by the following rules when conducting its meetings:

- No person is required to register their name or provide other information to the Board in order to attend a Board meeting. Completing an attendance card is voluntary, unless you wish to testify before the Board.
- Anyone speaking to the Board will be requested to complete an attendance card.
- Anyone testifying in permit and enforcement actions will be required to complete an attendance card and affirm that any testimony that they provide is the truth by taking an oath.
- Items on this Agenda are numbered for identification purposes only; the Board may consider these items out of their listed order.
- Any item scheduled for the first day of a multi-day Board meeting may be delayed or continued to the next day, and items may also be moved from the second day to the first day. The Board may remove items from this Agenda without prior notice.
- If the Board lacks a quorum, the Board may conduct a hearing as a Panel Hearing. However, the Board will not take final action on such an item until a quorum of the Board is present.

Copies of the items to be considered by the Central Valley Water Board are posted on the Board's website at: http://www.waterboards.ca.gov/centralvalley/board_decisions/tentative_orders/

Board agendas and the minutes of prior meetings are posted on the Board's website at: http://www.waterboards.ca.gov/centralvalley/board_info/meetings/

Questions regarding individual items should be directed to the Board staff person whose name and phone number are indicated with the agenda item. If no staff person is listed, or for general questions, please contact Ms. Kiran Lanfranchi-Rizzardi at: (916) 464-4839 or klanfranchi@waterboards.ca.gov

The Board meeting will be conducted at a facility that is accessible to people with disabilities. Individuals requiring special accommodations are asked to contact Ms. Lanfranchi-Rizzardi at (916) 464-4839 at least 5 working days prior to the meeting. TTY users may contact the California Relay Service at 1-800-735-2929 or voice line at 1-800-735-2922.

A list of applications for Water Quality Certifications, which the Board issues pursuant to Section 401 of the Clean Water Act, can be found at: http://www.waterboards.ca.gov/centralvalley/public_notices/ or can be obtained by calling the Board at: (916) 464-3291.

ELECTRONIC PRESENTATIONS

PowerPoint and other electronic presentations are frequently presented at the Board Meetings. Please e-mail presentations to the Board's Webmaster at webmaster5@waterboards.ca.gov at least 24 hours in advance, or bring your files either on a USB Flash Drive or CD-ROM and give them to Board Staff prior to the start of the meeting.

THURSDAY, JUNE 8, 2017 – 9:00 A.M.

1. Introductions, Pledge of Allegiance
2. Meeting Rules and Procedures
3. Board Member Communications – Board Members and the State Board Liaison Member may discuss meetings, communications, correspondence, or other items of general interest relating to matters within the Board's jurisdiction. There will be no voting or formal action taken
4. Public Forum – Any member of the public may address the Board on any matter within the Board's jurisdiction and not scheduled for consideration at this meeting, or pending before the Board
5. State Board Liaison update
6. Executive Officer's Report (http://www.waterboards.ca.gov/centralvalley/board_info/exec_officer_reports/)

BASIN PLANNING

7. Proposed Basin Plan Amendment and TMDL for the Control of Pyrethroid Pesticide Discharges – *Consideration of Adoption* [Danny McClure (916) 464-4751]

OTHER BUSINESS

8. Irrigated Lands Regulatory Program Groundwater Protection, Management Practices Evaluation Program – *Informational Item Only* [Sue McConnell (916) 464-4798]

WASTE DISCHARGE REQUIREMENTS

9. General Order for Confined Bovine Feeding Operations – *Consideration of Waste Discharge Requirements General Order* [Charlene Herbst, (916) 464-4724]

NPDES PERMITS

10. Linda County Water District, Wastewater Treatment Plant, Yuba and Sutter Counties – *Consideration of NPDES Permit Renewal (NPDES CA0079651)* [David Kirn (916) 464-4761]

ENFORCEMENT

11. Annual Enforcement Update – *Informational Item Only* [Robert L'Heureux (916) 464-4736]

FRIDAY, JUNE 9, 2017 –9:00 A.M.

12. Introductions, Pledge of Allegiance
13. Meeting Rules and Procedures
14. Board Member Communications – Board Members and the State Board Liaison Member may discuss meetings, communications, correspondence, or other items of general interest relating to matters within the Board's jurisdiction. There will be no voting or formal action taken
15. Public Forum – Any member of the public may address the Board on any matter within the Board's jurisdiction and not scheduled for consideration at this meeting, or pending before the Board
16. Executive Officer's Report (http://www.waterboards.ca.gov/centralvalley/board_info/exec_officer_reports/)
17. The Board will be asked to approve items 21 through 25 with no discussion if no one is here to testify about them.

NPDES PERMIT

18. City of Nevada City, Wastewater Treatment Plant, Nevada County – *Consideration of NPDES Permit Renewal (NPDES CA0079901)* [Michelle Snapp (916) 464-4824]

WASTE DISCHARGE REQUIREMENTS

19. Waste Discharge Requirements General Order for Discharges Related to Timberland Management Activities for Non-Federal and Federal Lands, *Consideration of Adoption of Proposed General Order* [Jacqueline Matthews (530) 224-3249]

BASIN PLANNING

20. Proposed Basin Plan Amendment to Establish Salinity Water Quality Objectives in the Lower San Joaquin River –*Consideration of Adoption* [Anne Littlejohn (916) 464-4840]

UNCONTESTED CALENDAR

(Cal. Code Regs., tit. 23, § 647.2, subd. (f).)

Uncontested items are those items that are not being contested at the Board Meeting and will be acted on without discussion. If any person or Board Member requests discussion, the item may be removed from the Uncontested Calendar and taken up in the regular agenda in an order determined by the Board Chair.

21. NPDES PERMITS

- a. City of Angels, Wastewater Treatment Plant, Calaveras County – (NPDES CA0085201) (*Renewal*)
- b. City of Modesto, Water Quality Control Facility, Stanislaus County – (NPDES CA0078948) (*Renewal*)
- c. City of Stockton, Regional Wastewater Control Facility, San Joaquin County –WDR Order R5-2014-0070-02 (NPDES CA0079138) (*Amendment*)

22. LOCAL AGENCY MANAGEMENT PROGRAMS (LAMPS)

- a. Colusa County Environmental Health Department, Colusa County
- b. El Dorado County Environmental Health Division, El Dorado County
- c. Kern County Environmental Health Division
- d. Stanislaus County Environmental Resources, Stanislaus County
- e. Tehama County Environmental Health Department

23. WASTE DISCHARGE REQUIREMENTS AND CEASE AND DESIST ORDERS

- a. California Department of Corrections and Rehabilitation, Deuel Vocational Institution, San Joaquin County, (WDRs Order R5-2007-0005) (*Revised*)
- b. California Department of Corrections and Rehabilitation, Pleasant Valley State Prison, Wastewater Treatment Facility, Fresno County, Order R5-2016-0092 (*Amended*)
- c. County of Tehama and City of Red Bluff, Class III Municipal Solid Waste Landfill, Tehama County, (*Revised*)
- d. Digger Bay Marina, Shasta County, (*New*)
- e. Grimmway Enterprises, Inc., West Plant, Kern County – Order 5-00-152 (*Revised*)

- f. J.G. Boswell Company, Corcoran Tomato Processing Facility, Kings County – Order R5-2008-0015 *(Revised)*
- g. Lehigh Hanson, Heidelberg Cement Group, Lehigh Southwest Cement Company, Calaveras Cement Company, Calaveras County, (WDRs Order 98-095) *(Revised)*
- h. McCloud Community Services District, Wastewater Treatment/Disposal Ponds, Siskiyou County, *(New)*
- i. Monarch Nut Company LLC and Land Application Area Owners - Pistachio and Blueberry Processing Facility, Tulare County, *(New)*
- j. Palo Cedro Wastewater Treatment Plant, Shasta County, *(New)*
- k. Sierra County Department of Transportation and Public Works, Loyalton Class III Landfill, Sierra County, (WDRs Order R5-2012-0026)*(Revised)*
- l. Soper Company, Spanish Mine, Nevada County, *(New)*

24. WASTE DISCHARGE REQUIREMENTS/NPDES PERMITS/TIME SCHEDULE ORDER RESCISSIONS

- a. Ameripride Inc., Operable Unit 3, Sacramento County, (NPDES CA0085219)
- b. Bill and Kathy's Inc., Bill & Kathy's WWTF, Yolo County, 87-089
- c. California State University Fresno Foundation and Westlands Water District, Adams Avenue Research Facility, Fresno County – Order 91-127
- d. Dingerville USA, Butte County, Order 93-241
- e. Foothill Mobile Home Park, Butte County, Order 99-127
- f. Grant Elementary School, Shasta County, Order 94-043
- g. McCloud CSD, Siskiyou County, Order 5-00-109
- h. Metropolitan Stevedore Company, Port of Stockton Plant, San Joaquin County, (NPDES CA0084174)
- i. Rental Machinery Company, Re-Manufacturing Inc., San Joaquin County, 95-065
- j. Sacramento River RV Park, Shasta County, Order 96-174
- k. Shasta Marina Resort, Shasta County, Order 97-143
- l. South Sutter Water District, Camp Far West, North Side Recreational Area, Yuba County, 5-00-144
- m. South Sutter Water District, Camp Far West, South Side Recreational Area, Placer County, 5-01-265
- n. State of California, Department of Parks and Recreation, Empire Mine State Historic Park, Nevada County, (Rescission of NPDES Permit and Time Schedule Order (NPDES CA0085171))

25. CHANGE OF NAME AND OR/OWNERSHIP

- a. Railroad Park Resort Inc., Siskiyou County, Waste Discharge Requirement Order 97-010-DWQ R5155
- b. Wild Wings County Service Area, Wild Wings Water Recycling Facility, Yolo County, Order 02-077

CLOSED SESSION

The Board may meet in closed session to consider personnel matters (Gov. Code, § 11126 subd. (a)), to deliberate on a decision to be reached based upon evidence introduced in a hearing (Gov. Code §, 11126, subd. (c)(3).), or to discuss matters in litigation, including discussion of initiated litigation, significant exposure to litigation, or decisions to initiate litigation (Gov. Code, § 11126, subd. (e)). Current litigation involving the Board:

Litigation filed against the Central Valley Water Board and/or the State Water Board:

- a. Cleanup and Abatement Order Issued for the Cleanup of Dixon Park in 2005 – *ConAgra Foods and Monfort, Inc. v. Central Valley Water Board* (Solano County Sup. Ct., Case No. FCS027420)
- b. Administrative Civil Liability Orders R5-2011-0068, R5-2012-0070, R5-2013-0091, R5-2014-0119, R5-2015-0065, R5-2016-0063, and 13267 Order Requiring Monitoring of the Sweeney Dairy – *James G. Sweeney, et al. v. State Water Board, et al.* (Fresno County Sup. Ct. Case No. 15CEG02063)
- c. Administrative Civil Liability Order Issued to Henry Tosta Dairy in 2013 – *Henry J. Tosta, et al. v. Central Valley Water Board, et al.* (San Joaquin County Sup. Ct., Case No. 39-2014-00318863-CU-WM-STK)
- d. Administrative Civil Liability Order Issued for Mandatory Minimum Penalties to Malaga County Water District in 2013 – *Malaga County Water District v. Central Valley Water Board et al.* (Fresno County Sup. Ct., Case No. 14-CECG-03576, removed to Madera County Sup. Ct., Case No. MCV071280)
- e. Dairy General Waste Discharge Requirements, Reissued in 2013 – *Asociación de Gente Unida por el Agua et al. v. Central Valley Water Board* (Ca. Ct. of Appeal. 3rd DCA, Case No. C066410; Sacramento County Sup. Ct., Case No. 34-2008-00003604)
- f. Cleanup and Abatement Order Issued for Cleanup of Walker Mine in 2014 – *Atlantic Richfield Company v. Central Valley Water Board* (Sacramento County Sup. Ct., Case No. 34-2014-80001875)
- g. Cleanup and Abatement Order Issued for Cleanup of Mt. Diablo Mercury Mine in 2014 – *Sunoco, Inc. v. Central Valley Water Board* (Sacramento County Sup. Ct., Case No. 34-2016-80002282)
- h. NPDES Permit and Cease and Desist Order Issued to Malaga County Water District in 2014 – *Malaga County Water District v. State Water Resources Control Board, et al.* (Fresno County Sup. Ct., Case No. 14-CECG-03919, removed to Madera County Sup. Ct., Case No. MCV071279)
- i. Administrative Civil Liability Order Issued to Morning Star Packing Company, L.P., in 2016 – *Morning Star Packing Company, L.P. v. California Regional Water Quality Control Board, Central Valley Region, et al.* (Colusa County Superior Court, Case No. 24162)
- j. Administrative Civil Liability Order Issued to Malaga County Water District in 2016 – *Malaga County Water District v. Central Valley Regional Water Quality Board, et al.* (Fresno County Sup. Ct., Case No. 16-CECG-03036)

Litigation filed by the Central Valley Water Board against other parties:

- k. Aerojet Cleanup – Central Valley Water Board et al. v. Aerojet-General Corp. et al. (Sacramento County Sup. Ct., Case No. 286073, consolidated with Case Nos. 288302 and 291981); Central Valley Water Board et al. v. Aerojet-General Corp. et al. (EDCal, Case No. CIV-S-86-0064-EJG) consolidated with U.S. v. Aerojet-General Corp. et al., (EDCal, Case No. CIV-S-86-0063-EJG)
- l. Bonzi Landfill – Central Valley Water Board v. Ma-Ru Holding Company et al. (Stanislaus County Sup. Ct., Case No. 643740)
- m. Injunctive Relief for Tosta Dairy – Central Valley Water Board v. Henry J. Tosta et al. (San Joaquin County Sup. Ct., Case No. 39-2014-00318144-CU-MC-STK)
- n. Orland Sand and Gravel Facility – People ex rel. Central Valley Water Board, Dept. of Fish and Wildlife v. Orland Sand and Gravel Corp. et al. (Glenn County Sup. Ct., Case No. 15CV01436)
- o. Greener Globe Landfill – People ex rel. Central Valley Water Board v. A Greener Globe Corporation (Placer County Sup. Ct., Case No. SCV13231)

Petitions for Review of Central Valley Water Board Actions filed with State Water Board:

- p. Eastern San Joaquin Irrigated Lands General Waste Discharge Requirements, Order R5-2012-0116 – Petitions filed by California Sportfishing Alliance et al.; San Joaquin County Resource Conservation District et al.; and Asociación de Gente Unida por el Agua (AGUA) et al. (State Water Board File Nos. A-2239(a) through (c))
- q. Irrigated Lands General Waste Discharge Requirements for Individual Growers, Order R5-2013-0100 – Petition filed by Kern River Watershed Coalition Authority and Paramount Farming Company, LLC (State Water Board File No. A-2269)
- r. Tulare Lake Basin Area Irrigated Lands General Waste Discharge Requirements, Order R5-2013-0120 – Petitions filed by Southern San Joaquin Valley Water Quality Coalition et al., Michael and Yvonne LaSalle, and Asociación de Gente Unida por el Agua (AGUA) et al. (State Water Board File Nos. A-2278(a) through (c))
- s. City of Stockton, WDRs Order R5-2014-0070 [NPDES No. CA0079138] and Time Schedule Order R5-2014-0071 (State Water Board File No. A-2315)
- t. Sacramento River Watershed Irrigated Lands General Waste Discharge Requirements, Order R5-2014-0030 – Petition filed by California Sportfishing Alliance et al. (State Water Board File No. A-2302)
- u. San Joaquin County and Delta Area Irrigated Lands General Waste Discharge Requirements, Order R5-2014-0029 – Petition filed by California Sportfishing Alliance et al. (State Water Board File No. A-2301)
- v. West San Joaquin River Watershed Irrigated Lands General Waste Discharge Requirements, Order R5-2014-0002 – Petition filed by California Sportfishing Alliance et al. (State Water Board File No. A-2292)
- w. Valley Water Management Company, Cease and Desist Order R5-2015-0093 – Petitions filed by Valley Water Management Company, Clean Water Action, and the Central California Environmental Justice Network (State Water Board File Nos. A-2148(a), A-2148(b), and A-2148(c))
- x. CMC Land Holdings, LLC, ACL Order R5-2016-0084 – Petition filed by CMC Land Holdings, LLC (State Water Board File No. A-2517)
- y. 13267 Order Directing Participation in the Delta Regional Monitoring Program – Petitions Filed by the Cities of Ceres, Turlock, Ripon, and Riverbank and by the Counties of Stanislaus and Colusa (State Water Board File Nos. not yet available)

MEETING PROCEDURES

The Central Valley Water Board circulates item-specific Notices and/or Hearing Procedures along with drafts of its Orders and Amendments. If there is a conflict between an item-specific Notice or Hearing Procedure and the

Meeting Procedures in this Agenda, the item-specific Notice or Hearing Procedure will control. Please contact Board staff if you do not know whether there is a Notice or Hearing Procedure for a specific item.

The statutes and regulations that govern the Central Valley Water Board's meetings can be found at: http://www.waterboards.ca.gov/laws_regulations/

All persons may speak at a Central Valley Water Board meeting, and are expected to orally summarize their written submittals. Oral presentations will be limited in time by the Board Chair, and a timer may be used. Where speakers can be grouped by affiliation or interest, such groups are expected to select a spokesperson and to not be repetitive. The Board will accommodate spokespersons by granting additional time if other group members will not also be speaking.

Written materials that are received after deadlines set by item-specific Notices and/or Hearing Procedures will not generally be admitted. Any person requesting to submit late materials must demonstrate good cause, and the Chair must find that the admission of the late materials would not prejudice the Central Valley Water Board or any designated party. The Chair may modify this rule to avoid severe hardship.

PROCEDURE FOR HEARINGS IN ADJUDICATIVE MATTERS

(Including the issuance of Waste Discharge Requirements, NPDES Permits, Conditional Waivers, and certain Enforcement Orders, including Cleanup and Abatement and Administrative Civil Liability Orders)

The regulations for adjudicative proceedings are found in California Code of Regulations, title 23, sections 648 et seq. An adjudicative proceeding is a hearing to receive evidence for the determination of facts pursuant to which the Board formulates and issues a decision.

Evidence: Adjudicative hearings are not conducted according to the technical rules of evidence; the Board will accept any evidence that is reasonably relevant. It is the policy of the Board to discourage the introduction of surprise testimony and exhibits. Hearsay evidence may be used to supplement or explain other evidence.

Designated Parties: Designated Parties are persons named in a proposed order, anyone who requests designated party status and is so designated by the Board, and, for prosecutorial matters, the Board's Prosecution Team. Designated Parties have the right to call and examine witnesses, receive witness lists from other Designated Parties, introduce exhibits, cross-examine opposing witnesses, rebut evidence, make or oppose evidentiary objections, and make opening and/or closing statements.

Interested Persons: All persons who wish to participate in the hearing but who are not Designated Parties are Interested Persons. Interested Persons may present non-evidentiary policy statements or comments, either orally or in writing, but will not be subject to cross-examination. Interested Parties may be asked to respond to clarifying questions from the Board, staff, or others.

Order of Proceeding: for adjudicative hearings, the proceeding will be generally be conducted in the following order, unless modified by the Board Chair or specified differently in an item-specific Notice or Hearing Procedure:

- Testimony by Board staff, followed by testimony by Designated Parties named in the Order or Permit, followed by testimony of other Designated Parties
- Cross-examination of Board staff, followed by cross-examination of Designated Parties named in the Order or Permit, followed by cross-examination of other Designated Parties
- Statements of Interested Persons
- Closing statement by Designated Parties other than those named in the Order or Permit, then closing statement by Designated Parties named in the Order or Permit, followed by closing statement by Board staff
- Recommendation by the Board's Executive Officer (as appropriate)
- Close of the Hearing, followed by deliberation and voting by the Board

Closing statements are not to be used to introduce new evidence or testimony. Persons wishing to introduce exhibits (i.e., maps, charts, photographs) must leave them with the Board.

PROCEDURE FOR RULEMAKING AND INFORMATIONAL PROCEEDINGS

(Including Basin Planning, Rulemaking, Setting of Policy, and Workshops)

The regulations for rulemaking and informational proceedings are found in California Code of Regulations, title 23, sections 649 et seq. Rulemaking proceedings include hearings designed for the adoption, amendment, or repeal of any

rule, regulation, or standard of general application. Informational proceedings include any hearings designed to gather and assess facts, opinions, and other information relevant to any matters within the jurisdiction of the Boards and whose primary purposes are to assist the Boards in the formulation of policy or guidelines for future Board action, to inform the public of Board policies, reports, orders, plans, or findings, and to obtain public comment and opinion with respect to such policies, reports, orders, plans, or findings, or to adopt such policies, reports, orders plans, or findings.

For rulemaking and informational proceedings, the Board does not distinguish between Designated Parties and Interested Persons; the Board will accept any evidence that is reasonably relevant, provided that it is submitted in accordance with any item-specific Notice or Hearing Procedure.

Order of Proceeding: for rulemaking and informational proceedings, the proceeding will be generally be conducted in the following order, unless modified by the Board Chair or specified differently in an item-specific Notice or Hearing Procedure:

- Opening statement by the Board summarizing the subject matter and purpose of the proceeding
- Presentation by Board staff
- Presentations by all other persons
- Recommendation by the Board's Executive Officer (as appropriate)
- Close of the Hearing, followed by deliberation and voting by the Board (as appropriate)

PETITION PROCEDURE

Any person aggrieved by an action of the Central Valley Water Board may petition the State Water Board to review the action in accordance with Water Code section 13320 and California Code of Regulations, title 23, sections 2050 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the date of the issuance of the Order, except that if the thirtieth day following the issuance of the Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found at:

http://www.waterboards.ca.gov/public_notices/petitions/water_quality

or will be provided upon request.

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD CENTRAL VALLEY REGION

The primary duty of the Central Valley Water Board is to protect the quality of the waters within the Central Valley Region for all beneficial uses. This duty is implemented by formulating and adopting water quality plans for specific ground or surface water basins and by prescribing and enforcing requirements on all agricultural, domestic, and industrial waste discharges. Specific responsibilities and procedures of the Boards and the State Water Resources Control Board are contained in the Porter-Cologne Water Quality Control Act.

BOARD MEMBERS	CITY OF RESIDENCE	TERM EXPIRES
Jon Costantino	Grass Valley	9/30/2019
Carmen L. Ramirez*	Atwater	9/30/2017
Karl E. Longley	Fresno	9/30/2017
Robert Schneider	Davis	9/30/2018
Denise Kadara	Allensworth	9/30/2018
Raji Brar	Bakersfield	9/30/2020
Daniel B. Marcum	Fall River Mills	9/30/2019

*Public member in accordance with Water Code section 13201(c)

Pamela C. Creedon, *Executive Officer*
Kiran Lanfranchi-Rizzardi, *Administrative Assistant II/Clerk to the Board*
Patrick Pulupa, *Attorney III*
Stephanie Yu, *Attorney III*
Andrew Deeringer, *Attorney I*

SACRAMENTO OFFICE

11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670-6114
Telephone: (916) 464-3291

Assistant Executive Officers:

Adam Laputz
Andrew Altevogt
Linda Bracamonte

Supervisors:

Bob Chow
Brett Braidman
Brian Newman
David King
Jeanne Chilcott
Nichole Morgan
Robert Busby
Stewart Black
Sue McConnell
Wendy Wyels

Seniors:

Anne Littlejohn
Brett Stevens
Charlene Herbst
Daniel McClure
Elizabeth Lee
Gerald Djuth
Howard Hold
Jim Marshall
Josh Palmer
Joe Mello

Kari Holmes
Marie McCrink
Marty Hartzell
Michelle Wood
Patrick Morris
Scott Armstrong
Steve Rosenbaum
Steven Meeks
Susan Fregien

FRESNO OFFICE

1685 E Street
Fresno, CA 93706
Telephone: (559) 445-5116

Assistant Executive Officer:

Clay Rodgers

Supervisors:

Dale Harvey
Doug Patteson
Lonnie Wass

Seniors:

Alan Cregan	Russell Walls
Dale Essary	Scott Hatton
Daniel Carlson	Shelton Gray
David Sholes	Warren Gross
Matt Scroggins	
Mike Pfister	
Ron Holcomb	

REDDING OFFICE

364 Knollcrest Drive, Suite 205
Redding, CA 96002
Telephone: (530) 224-4845

Assistant Executive Officer:

Clint Snyder

Supervisors:

Bryan Smith
Angela Wilson

Seniors:

Ben Letton	Kate Burger
George Low	Lynn Coster
Griffin Perea	
Jeremy Pagan	

RECEIVED

MAY 22 2017

Clerk/Board of Supervisors

April 9, 2017

Chair - Randy Fletcher

Yuba County Board of Supervisors

915 8th Street Suite 109, Marysville, CA 95901

Dear Chair Fletcher: It is a very high honor, Your Worship, to write to you from Canada as my country prepares to mark her 150th anniversary of nationhood on July 1, 2017.

As a public historian here in Kingston – a past capital of the United Canadas and the proud home of Canada's first and founding Prime Minister, Sir John A. Macdonald (1815-1891) – I am working as a volunteer, with my wife, an elementary school teacher, on a special community Canada 150 project. We are writing to leaders in America – Canada's best friend in the world! – and asking for their assistance.

We respectfully hoped, Your Worship, that you might consider declaring July 1, 2017 as "Sir John A. Macdonald-Canada Day" in your community as a tribute to the historic and proudly continuing friendship between Canada and the USA. We will then place your Proclamation – with honor, respect and gratitude -- in the Canada 150 Time Capsule – that won't be opened until 3017 - here in Kingston, Ontario – the home of Canada's first PM -- that Alison and I are preparing. Again, Your Worship, it has been a privilege to write to you and we wish you, your family, your Council and all members of your community continued best wishes and success from Canada, the country that is America's proudest friend and ally.

Yours sincerely,



Alison Bogle and Arthur Milnes

861 Johnson Street, Kingston, Ontario, Canada, K7L 2B7

The County of Yuba

County Administrator



TO: Finance & Administration Committee

FROM: Robert Bendorf, County Administrator
BY: Grace Mull, Deputy County Administrator

SUBJECT: It is recommended that the Board of Supervisors approve and authorize the Chairman to sign a contract with Brian J. Davis for Public Defender services.

DATE: June 13, 2017

NUMBER: 222/2017

Recommendation

It is recommended that the Board of Supervisors approve and authorize the Chairman to sign a contract with Brian J. Davis for Public Defender services.

Background

The County historically contracts out for Public Defender services. Our current contract is with Brian J. Davis and expires on June 30, 2017.

Discussion

Pursuant to the terms of the current contract, Mr. Davis notified our office of his desire to renew the contract at the first of the year. Staff subsequently met with Mr. Davis to negotiate the terms of the new contract. In recognition of the fiscal uncertainties the County has experienced over the last several years, Mr. Davis has agreed to contract for a three year term (July 1, 2017- June 30, 2020) with no increase in the first year, and modest increases of 2% for years two and three.

In addition, the contract provides for an option to continue the contract for two additional years provided the contract terms are mutually acceptable to both parties

Committee Action: (Omit if to Committee)

N/A

Fiscal Impact:

For the three year term of the contract, the General Fund fiscal impact is estimated to be:

FY 2017-2018	\$ 0
FY 2018-2019	\$ 16,764
FY 2019-2020	\$ 17,100

Attachments

222/2017 Public Defender Contract

**CONTRACT FOR LEGAL REPRESENTATION
OF INDIGENT PERSONS IN THE COUNTY OF YUBA**

THIS CONTRACT is made this ____ day of _____, 2017 by and between the COUNTY OF YUBA, a political subdivision of the State of California ("County"), and BRIAN J. DAVIS ("Attorney").

WITNESSETH

WHEREAS, the right of all persons against whom criminal prosecutions are brought to be represented by counsel is guaranteed by the Constitution of the United States and the Constitution of the State of California; and

WHEREAS, the expense of such counsel in the representation of indigent defendants is a proper and lawful charge upon the County; and

WHEREAS, Attorney represents and warrants that he is competent to render all legal services which are required by this Contract; and

WHEREAS, experience in handling criminal matters leads to effective representation and efficient handling of matters in the Courts; and

WHEREAS, it has been shown that a contract of a limited term without renewal rights makes it difficult to recruit and retain competent and experienced staff;

NOW THEREFORE, the parties hereto agree:

A. SCOPE OF ATTORNEY SERVICES

1.0 Attorney hereby agrees to provide legal representation for the following persons in Yuba County when appointed by the Superior Court of Yuba County:

a) "Adults" deemed indigent by the appointing Courts who are defendants in criminal cases or who require legal representation in connection with police identification

or pre-statement counseling. Attorney shall be responsible for representation in all murder cases as defined in Penal Code section 187. In the event that Attorney is representing more than one capital case defendant at any given time, Attorney and County agree to meet and confer concerning additional compensation to defray the expense of hiring additional staff as may be needed.

b) “Conservatee” as classified under Welfare and Institution Code section 5000 and following, known and cited as the Lanterman-Petris-Short Act, or any other conservatee for whom an attorney may be appointed by the Court relating to the establishment or dissolution of a conservatorship or where counsel is otherwise required to represent the conservatee in a question of the scope of the conservator’s authority.

c) “SB 90” cases (Sexually Violent Predator (SVP), Mentally Disordered Offender (MDO), Developmentally Disabled (Dev-Dis), and Not Guilty by Reason of Insanity (NGI).

d) Legal representation associated with revocation proceedings involving persons subject to state parole, pursuant to paragraph (3) of subdivision (c) of section 30027 of the Government Code.

2.0 Attorney shall provide competent and adequate legal representation for those persons described in Paragraph 1.0 and shall assume full responsibility for furnishing six (6) full-time attorneys, which include Attorney and five associate attorneys, to provide daily representation in the departments of the Superior Court of Yuba County. Attorney shall also provide all secretarial and other personnel and, except as otherwise be provided herein, office space and all materials, equipment, facilities and

supplies necessary for the support of the personnel in the performance of the legal services specified herein.

2.1 During this contract, County shall review Attorney's compliance and performance under the contract and, at County's option, may at any time require Attorney to attend any meetings, interviews with County personnel or Judges to discuss such compliance and performance.

2.2 For the purpose of defining "full-time attorney" as required in paragraph 2.0, "full-time" shall include, but not necessarily be limited to:

- a) any time in which the Superior Court is in operation;
- b) any time when client representation is required;
- c) any additional time required to consult with clients or otherwise prepare in order to provide competent legal representation; or
- d) when case activity is occurring.

B. CHANGE OF VENUE

3.0 In the event of a change of venue to a location outside of Yuba County, County shall reimburse Attorney for mileage and other actual and necessary expenses incurred in traveling between the City of Marysville and the location to which venue has been changed as follows:

- a) For reasonable and necessary travel by Attorney, his investigator, any member(s) of his staff, not to exceed a total of three (3) persons, or by any witness when said witness does not receive a mileage allowance as a matter of law. Said reimbursement shall be at the rate reimbursed to the District Attorney's Office or, if no such rate is established, at the prevailing rate allowed private taxpayers by the IRS for

each mile driven in the individual's privately owned automobile; provided, however, that in no case shall the cost of travel exceed the cost of available public transportation plus necessary incidental expenses related to the use of such public transportation.

b) For the reasonable and necessary cost of lodging and meals during the course of the trial by Attorney, investigator or any member(s) of his staff not to exceed a total of three (3) persons per diem.

Except as provided immediately above, Attorney shall be entitled to no additional fee, compensation or reimbursement in such cases.

C. ADDITIONAL SERVICES

4.0 The following services may be performed by Attorney at his sole discretion and expense, at no charge to the County:

a) Intervention prior to appointment in criminal or quasi-criminal cases where professional judgment deems such intervention desirable.

b) Legal representation at the appellate level except as required by statute, rule or regulation.

c) Prosecution of extraordinary writs.

d) Other legal or quasi-legal proceedings including, but not restricted to, administrative hearings, civil contempt proceedings, sealing or expungement of records, or school disciplinary proceedings.

D. SPECIAL COUNSEL

5.0 County shall bear the cost of special counsel appointed by the Court where such appointments are occasioned by bringing mass criminal charges resulting from

natural disaster or civil disorder. County shall also bear the cost of special counsel with an expertise in DNA when deemed reasonable and necessary by the Court.

6.0 Where special counsel is appointed by the Court as a result of:

a) The trial Judge's determination that the Attorney has not provided effective and adequate legal representation; or,

b) Attorney's failure or inability to appear, unless due to a conflict of interest, the fees assessed against the County of the payment of such counsel shall be charged to and reimbursed by Attorney. The parties agree that such fees will be deducted from future monies otherwise due Attorney under this contract.

E. RETENTION OF INVESTIGATOR

7.0 Attorney shall hire one full-time investigator or enter into a fixed sum contract with one full-time investigator, who shall provide investigations required by Attorney under provisions of this Agreement. If additional investigation services are necessary, Attorney shall comply with the provisions of 8.0. Compensation for investigative services in capital cases shall be provided pursuant to Penal Code section 987.9.

F. OTHER EXPENSES

8.0 Unless payable by the Court, County shall pay all required and necessary witness fees, including expert witnesses, and for the services of Court authorized laboratories, forensic services, medical or other technical experts, and any other Court ordered expenses deemed reasonable and necessary by the Court. The cost of discovery required by law or court order is not an additional charge against the County.

G. COMPENSATION

9.0 Compensation shall be provided monthly in the following manner:

a) From July 1, 2017 to June 30, 2018, County shall pay Attorney at the rate of Sixty Nine Thousand, Eight Hundred, and Thirty Seven Dollars (\$69,837).

b) From July 1, 2018 to June 30, 2019, County shall pay Attorney at the rate of Seventy One Thousand, Two Hundred, and Thirty Four Dollars (\$71,234).

c) From July 1, 2019 to June 30, 2020, County shall pay Attorney at the rate of Seventy Two Thousand, Six Hundred, and Fifty Nine Dollars (\$72,659).

d) Said monthly amounts are payable in full on or before the thirteenth (13th) day of each month. Attorney shall submit an invoice to the County Administrator in the appropriate amount for all services and other charges under this contract which Attorney may have rendered during the pay period set forth herein by the twenty fifth (25th) day of the preceding month.

e) Attorney shall be entitled to no additional compensation or reimbursement for any cost(s) incurred by Attorney in providing services required by this contract other than as provided herein.

f) Attorney and County agree that the price of the Contract is based on current staffing needs. In the event that staffing needs change as a result of state initiative, Court modifications or adoptions of new programs not presently contemplated, the parties agree to negotiate and adjust the price and terms of the Contract accordingly.

H. COPY MACHINE

10.0 Attorney shall have access to the County photocopy machines and shall reimburse County for all reproductions on said machine at the rate per page established by County for County departments.

I. RECORDS

11.0 Attorney shall keep such records and mail such application to Court as may be required (i) to enable the Court in appropriate proceedings to determine the amount of reasonable attorney's fees for the purposes of assessment of costs pursuant to section 987.8 of the Penal Code, (ii) to enable County to obtain reimbursement under the provisions of section 987.4 of the Penal Code for legal services furnished to certain minors, (iii) to enable County to obtain reimbursement from the State of California under the provisions of sections 15200 to 15204 of the Government Code and (iv) as otherwise required by County to determine caseload. Such records shall be provided for each case and shall include, but not limited to, an itemized accounting of hours spent by Attorney, support staff, investigators or other individuals, associated charges, and any other related charges incurred in the defense of said case. In addition, Attorney shall submit a monthly report to the County Administrator providing for the number of new assignments or appointments, cases closed that month, conflicts, revocation proceedings involving persons subject to state parole, amounts received for AB 109, and SB 90 cases.

J. AVOIDANCE OF CONFLICTS

12.0 Attorney represents and warrants to the County that, while this Contract is in effect, the performance of the legal services under Contract shall be the priority business of Attorney and any associates or employees of Attorney. Neither Attorney,

associate nor any member of a new partnership office of which Attorney is a member will engage in private criminal practice in Yuba County, but may engage in private criminal practices in other counties. Attorney covenants to decline to advise or represent clients, or undertake cases or legal projects, which foreseeably could conflict with services under this Contract.

K. INSURANCE REQUIREMENTS

13.0 Attorney shall obtain, maintain in full force and effect at all times while performing services hereunder, and demonstrate proof of insurance with the limits referenced in Attachment A - Insurance Requirements.

L. INDEPENDENT CONTRACTOR

14.0 For all purposes arising under this Agreement, Attorney shall be an independent contractor as provided by law; and Attorney and each and every employee, agent, servant, partner, shareholder, contractor and subcontractor of Attorney shall not be, for any purpose of this Agreement, an employee of the County. Furthermore, this Agreement shall not under any circumstances be construed or considered to be a joint venture or a joint powers agreement as described in Government Code section 6000 et seq., or otherwise. As an independent contractor, the following shall apply under this agreement:

a) Attorney shall determine the method, details and means of performing the services to be provided by Attorney as described in this Agreement.

b) Attorney shall be responsible to County for the requirements and results specified by this Agreement and shall not be subject to County's control with respect to

the means, method, physical actions or activities of Attorney in fulfillment of the requirements of this Agreement.

c) Attorney is not, and shall not be, entitled to receive from, or through County, and County shall not provide, or be obligated to provide Attorney with Workers Compensation coverage, Unemployment Insurance coverage or any other type of employment of worker insurance or benefit coverage required by any federal, state, or local law or regulation for, or normally afforded to, any employee of County.

d) Attorney shall not be entitled to have County withhold or pay, and County shall not withhold pay, on behalf of Attorney, any tax or money relating to Social Security Old Age Pension Program, Social Security Disability program or any other type of pension, annuity or disability program required or provided by any federal, state, local law or regulation for, or normally afforded to, an employee of the County.

e) Attorney shall not be entitled to participate in, or receive any benefit from, or make any claim against, any County fringe benefit program, including, but not limited to, County's pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program, plan or coverage designated for, provided to, or offered to County employees.

f) County shall not withhold or pay, on behalf of Attorney, any federal, state or local tax including, but not limited to, any personal income tax, owed by Attorney.

g) Attorney, at all times for the duration of the Agreement, shall represent and conduct himself as an independent contractor and not as an employee of the County.

h) Attorney shall not have the authority, express or implied, to act on behalf of, bind or obligate County or any County department, County agent or County employee in any way without the written consent of the County.

M. CONTINUATION OF REPRESENTATION

15.0 Attorney shall carry to conclusion all matters pending at the expiration or termination of this Contract as to which the Court refuses to relieve the Attorney, or his staff of representation. Compensation for such continued services shall be set by the Judge in accordance with Penal Code section 987.3. As to all other cases then pending and for which the Court is willing to authorize a substitution of counsel for any new attorney providing Public Defender services, Attorney shall be relieved of his obligation to provide further representation at the expiration of this Agreement. At such expiration, Attorney agrees to assign all existing open and closed cases, files, and records to the successor Public Defender.

N. TERMS AND TERMINATION

16.0 This Contract shall take effect July 1, 2017 and shall continue until June 30, 2020. This Contract cannot be terminated at any time prior to its termination date except by mutual consent or by breach of either party. Such breach by Attorney for termination by County shall include, but shall not be limited to: the breach of any covenant; the refusal of the Courts to appoint Attorney or one of his associates to any case covered by this Contract for any reason other than a conflict of interest; the loss or suspension of the ability to practice law in this state for any reason. Such breach by County for termination by Attorney shall include, but shall not be limited to, failure of County to timely provide payment.

16.1 Attorney shall have the option to continue Contract for two (2) additional years upon agreement to terms by both parties. Attorney shall notify the County of Attorney's desire to continue Contract for the option period by notifying the Board of Supervisors in writing before the end of January of the year of the termination of Contract.

16.2 The parties understand and agree that during the term of this Contract, County may solicit proposals for the provision of Public Defender Attorney Services to continue at the conclusion of this Agreement.

O. COST OF SUIT

17.0 Attorney and County agree in the event that any action, suit or proceeding is commenced to compel the performance of this Contract or to seek damages for breach hereof, the prevailing party shall be entitled to reasonable attorney's fees to be awarded and fixed by the Court, to be taxed as costs and to be included in any judgment rendered.

P. ENTIRE AGREEMENT AND AMENDMENT

18.0 This Contract contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto. Any contract currently in existence between the parties is hereby terminated and applicable notice provisions, if any, are waived. No addition or alteration of the terms of this Contract, whether written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment of this Contract and formally approved by the parties by a document equal in dignity to the execution hereof.

Q. ASSIGNMENT

19.0 This Contract and the rights and duties hereunder shall not be assigned by Attorney, either in whole or in part, except as expressly provided herein without the prior express written consent of County.

R. NOTICE

20.0 Any notice required to be given hereunder shall be deemed given when deposited in the United States mail, postage fully prepaid, and addressed as follows:

COUNTY: County Administrator
915 8th Street, Suite 115
Marysville, CA 95901

ATTORNEY: Brian J. Davis
303 Sixth Street
Marysville, CA 95901

S. STANDARDS OF REPRESENTATION

21.0 Attorney shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. Federal and State Constitutions require provision of competent counsel in criminal cases. In California, the test for determining competency of counsel in criminal cases is that of a “reasonably competent attorney acting as a diligent, conscientious advocate.” (*People v. Pope* (1979) 23 Cal 3d 412). Attorney agrees to provide competent legal services in conformity with the above standard. Specifically, the following duties and responsibilities of counsel as set forth in prior Court decisions and professional standards will be observed:

“Duty of careful, factual and legal investigation.” See *People v. Ibarra* (1963) 60 Cal 2d 460; *In re Saunders* (1970) 2 Cal 2d1033; *ABA Standards on the Defense*

Function (“ABA Standards”), section 4.1. Duty to take prompt action to protect a client’s legal rights. See ABA Standards, section 3.6(a). Duty to keep client informed. See ABA Standards, section 3.8. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. See ABA Standards, section 7.2(a) and (b). Duty to know and explore sentencing alternatives. See ABA Standards, section 8.1(b). Duty to Advise concerning appeals. See ABA Standards, section 8.2(a). Duty not to accept more cases than can be competently handled. See Martin v. State Bar (1978) 20 Cal 3d 717. Duty to not handle a legal matter which attorney knows or should know that he/she is not competent to handle. See ABA, Code of Professional Responsibility, Canon 6, Disciplinary Rule 6-101(a). Duty to maintain client confidence and secrets.

T. INTERPRETATION OF AGREEMENT

22.0 No inference in the interpretation or construction of this Contract is to be drawn or given because of the fact that it has been drafted by County. Each party agrees and represents that this Contract resulted from an equal bargaining position and that it reflects the entire understanding and agreement between the parties on those matters to which it relates.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first above shown.

ATTEST

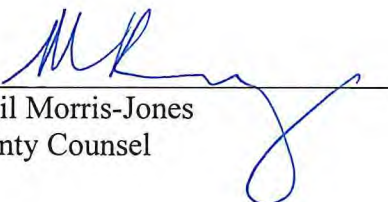
COUNTY OF YUBA

Donna Stottlemeyer,
Clerk of the Board of Supervisors

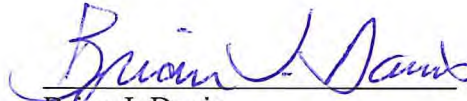
Randy Fletcher, Chairman
Board of Supervisors

APPROVED AS TO FORM

ATTORNEY

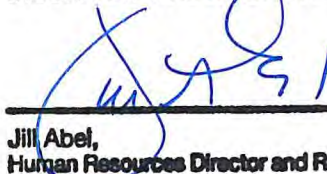


Angil Morris-Jones
County Counsel



Brian J. Davis

INSURANCE PROVISIONS APPROVED:



Jill Abel,
Human Resources Director and Risk Manager

ATTACHMENT A – INSURANCE PROVISIONS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of ATTORNEY; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of ATTORNEY including materials, parts, or equipment furnished in connection

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

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

Verification of Coverage

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

Subcontractors

ATTORNEY shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

The County of Yuba

Health and Human Services Department



TO: Human Services Committee
Yuba County

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

SUBJECT: Health and Human Services: Consider authorization to the Director of Health and Human Services Department to enter into and execute the Memorandum of Understanding with the First 5 Yuba County Children and Families Commission and to execute any amendments or other documents as required by MOU.

DATE: June 13, 2017

NUMBER: 229/2017

Recommendation

It is recommended that the Board of Supervisors authorize the Director of the Yuba County Health and Human Services Department (HHSD) to enter into and execute the Memorandum of Understanding (MOU) with the First 5 Yuba County Children and Families Commission for the Help Me Grow Yuba County program and to execute any amendments or other documents, upon review and approval of county counsel, as required by this MOU.

Background

Help Me Grow Yuba County is a program that aims to coordinate services and support for families of children ages five and under, specifically targeting children at-risk for developmental delays and/or behavioral challenges. Help Me Grow is a model framework that has been adopted by 25 states within the United States including California. There are four core components of Help Me Grow: child health provider outreach, centralized telephone access point, community outreach and data collection. HHSD will be responsible for implementing the core components of child health provider outreach and the centralized telephone access point.

Discussion

Approval will allow the HHSD to enter into an MOU with First 5 Yuba Commission to increase access to developmental services to children ages 0 – 5 in Yuba County.

Fiscal Impact:

Approval of this MOU by the Board will not impact County General Funds.

Attachments

229/2017 MOU Yuba County and First 5

**MEMORANDUM OF UNDERSTANDING
BETWEEN
YUBA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND
FIRST 5 YUBA COUNTY CHILDREN AND FAMILIES COMMISSION**

This Memorandum of Understanding (hereafter "MOU"), is effective as of the date of execution set forth below by and between the Yuba County Health and Human Services Department (hereafter "YCHHSD") and First 5 Yuba County Children and Families Commission (hereafter "COMMISSION"), individually referred to herein as a "party" and collectively as the "parties," for the provision of health and developmental screenings to Yuba County children from birth to age five (5) under the Help Me Grow ("HMG") program.

Background

HMG is a national framework used to coordinate services and support for children from birth to age five (5). HMG focuses on the identification of developmental and behavioral concerns and linkage of families to community agencies that can help. The services provided by HMG are tailored to each family and may include enrollment into a developmental screening program, coordination of community agency referrals, or family navigation.

RECITALS

WHEREAS,

- a. YCHHSD is a department of the County of Yuba and is overseen by the Yuba County Board of Supervisors; and
- b. COMMISSION is authorized by Health and Safety Code Section 130140.1 to make contracts as necessary to implement its strategic plan; and
- c. COMMISSION is authorized by those provisions to contract with persons specially trained, experienced, and competent to perform special services in Yuba County; and
- d. COMMISSION has adopted a five (5) year strategic plan to promote the early development and well-being of Yuba County children from prenatal to age five (5); and
- e. COMMISSION and YCHHSD will work collaboratively to implement and manage the HMG framework; and
- f. YCHHSD is qualified and agreeable to providing early developmental screening services; and

- g. YCHHSD will apply the best industry practices for service delivery to produce outcomes to further the goals of the COMMISSION's strategic plan.

THEREFORE, YCHHSD and COMMISSION hereto agree as follows:

1. TERM.

The term of this MOU shall be effective when all parties have signed and shall terminate on June 30, 2019, unless otherwise terminated by either party in accordance with Provision 7.2.

2. DESIGNATED REPRESENTATIVES.

The Director of YCHHSD is the authorized representative of YCHHSD and will administer this MOU for YCHHSD. The Chair of the COMMISSION is the authorized representative of the COMMISSION. Changes in designated representatives shall occur by advance written notice to the other party.

3. YCHHSD DUTIES AND RESPONSIBILITIES. YCHHSD will:

- 3.1 Secure at its' own expense, all personnel required to perform the services. All such services shall be performed by YCHHSD or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.
- 3.2 Designate qualified personnel that shall work directly with the Executive Director or his/her designee on the day to day performance requirements under this MOU.
- 3.3 Designate qualified personnel to answer all contacts to the centralized access point including telephone calls, internet-based inquiries, faxes, and mail. Enter client information into a centralized database for data collection. Care Coordinator(s) will follow-up with referring parties to notify them of clients' success or inability to connect to services.
- 3.4 Provide all facilities, equipment, personnel, labor, and materials necessary to provide the foregoing services in accordance with this MOU. YCHHSD warrants that it and all its employees have all necessary licenses and/or permits required both by law and all appropriate agencies and agrees to maintain such licenses and permits in effect for the duration of this MOU. Failure to maintain all the licenses and permits shall be deemed a breach of this MOU and constitutes grounds for termination of this MOU by COMMISSION.
- 3.5 Provide the lead role for a centralized telephone access point which includes a place for care coordinators and families to connect to appropriate community-based services and programs. Utilize the existing

toll-free telephone line of the Maternal Child Adolescent Health Program (MCAH) for the HMG program.

- 3.6** Answer requests for assistance by families, health care providers, child care providers, and others in contact with young children and their families.
- 3.7** Host the software which is used by COMMISSION volunteers to maintain a real time community resource directory within the geographic area served, have visibility among health care providers, child care providers, other community based agencies and families' network and communities.
- 3.8** Collect data via an automated client-tracking system, including caller demographics, how caller heard of service, reason for call, action taken, outcomes as a result of contacting the call center and common indicators established by the National Center or the COMMISSION.
- 3.9** Make the Ages and Stages Questionnaire (ASQ) version 3 and Social Emotional (SE) version 2 screenings available to all families in Yuba County, conduct the screening as needed and circulate a Parent Consent form to permit provider referrals to YCHHSD.
- 3.10** Perform site visits with all pediatric providers in Yuba County and assist with implementing continuous quality improvement activities with pediatric healthcare providers.
- 3.11** Ensure that data collection regarding HMG referrals and developmental screening rates is collected from pediatric providers. Collected data may include surveys, registration forms, project milestones as well as any service deliverable or tasks for which YCHHSD is responsible.
- 3.12** Assist providers with setting-up developmental screening protocols, using Bright Futures guidelines.
- 3.13** Assist in establishing the provider portal and coordinating use with providers.

4. PERFORMANCE MONITORING AND REPORTING.

- 4.1** YCHHSD will provide interim progress reports in a format and timeframe defined by COMMISSION concerning activities as they affect the obligations and purposes of this MOU. YCHHSD shall submit the required Progress Report, with supporting documentation, which may include progress toward measurable results; level of service provided; issues or barriers encountered and how they are being addressed; and number of clients served. COMMISSION shall provide YCHHSD with the forms and/or access to a database or computer program which YCHHSD is required to use.

- 4.2 YCHHSD will submit progress reports to COMMISSION staff ten (10) days after the end of the quarter.

PERIOD	REPORTING MONTHS	END OF PERIOD	REPORTS DUE
Quarter 1	January 1 – March 31	March 31	April 10
Quarter 2	April 1 – June 30	June 30	July 10
Quarter 3	July 1 –September 30	September 30	October 10
Quarter 4	October 1 – December 31	December 31	January 10

5. INDEMNIFICATION.

- 5.1 **Definitions.** For purposes of this Section 5, “YCHHSD” shall include YCHHSD, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either YCHHSD or its subcontractors, in the performance of this MOU. “COMMISSION” shall include COMMISSION, its officers, agents, employees and volunteers.
- 5.2 **YCHHSD to Indemnify COMMISSION.** YCHHSD shall defend, indemnify, and hold harmless COMMISSION, its elected and appointed councils, boards, COMMISSION's, officers, agents from and against any and all claims, causes of action, proceedings, penalties, fines, losses, damages, costs, expenses or other liabilities of whatever nature, including, without limitation, settlement costs and reasonable attorney fees, court costs and other expenses incurred in investigating, prosecuting or defending any claim or action, or any threatened claim or action, which is based upon or arises out of or in connection with the intentional or negligent acts or omissions of YCHHSD in the performance of services rendered under this MOU by YCHHSD, or any of YCHHSD's Officers, agents, employees, contractors or subcontractors, including attorney's fees.
- 5.3 **COMMISSION to Indemnify YCHHSD.** COMMISSION shall defend, indemnify, and hold harmless YCHHSD, its elected and appointed councils, boards, COMMISSIONs, officers, agents from and against any and all claims, causes of action, proceedings, penalties, fines, losses, damages, costs, expenses or other liabilities of whatever nature, including, without limitation, settlement costs and reasonable attorney fees, court costs and other expenses incurred in investigating, prosecuting or defending any claim or action, or any threatened claim or action, which is based upon or arises out of or in connection with the intentional or negligent acts or omissions of COMMISSION in the performance of services rendered under this MOU by COMMISSION, or any of COMMISSION's Officers, agents, employees, contractors or subcontractors, including attorney's fees.

6. CONFIDENTIALITY.

- 6.1** The Parties shall comply with, and will require its officers, employees, agents, sub-Providers and partners to comply with, all applicable Federal and State laws and regulations regarding the confidentiality of applications and records concerning an individual made or kept by the Provider, and shall keep such matters confidential and not open to examination for any purpose not directly connected with the administration of this MOU or the services required by this MOU.
- 6.2** The Parties shall inform all of its officers, employees, agents, sub-providers and partners of the above provisions and that any person knowingly and intentionally violating the applicable confidentiality laws and regulations may be guilty of a crime.
- 6.3** COMMISSION may gather aggregate data from iCarol and/or Ages and Stages Questionnaires Third Edition Online but shall not access Personally Identifiable Information or Protected Health Information through said programs.

7. GENERAL PROVISIONS.

- 7.1** This MOU constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the parties. This MOU may be amended only by written, mutual consent of both parties.
- 7.2** This MOU may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party.

8. INSURANCE.

- 8.1** General Liability. YCHHSD shall maintain and provide the COMMISSION with proof of a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate.
- 8.2** Automobile. Where the services to be provided under this MOU involve or require the use of any type of vehicle by YCHHSD in order to perform said services, YCHSSD shall also maintain and provide the COMMISSION with proof of a comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000).
- 8.3** Worker's Compensation. If required by California law, Provider shall also maintain worker's compensation insurance in accordance with California law, and employer's liability insurance with a limit of no less than one million dollars (\$1,000,000) per occurrence.

- 8.4** Professional Liability. YCHHSD shall maintain professional liability insurance of not less than one million dollars (\$1,000,000) as appropriate to the service being rendered, including coverage for medical malpractice, error, and/or omission.
- 8.5** Said policies shall remain in force through the life of this MOU and shall be payable on an "occurrence" basis unless the COMMISSION specifically consents to a "claims made" basis. Additionally, as to each policy required under this MOU, COMMISSION shall be named as additional insured by written endorsement subject to approval by the COMMISSION's General Counsel. Provider shall also obtain a waiver of subrogation from its insurer as to each policy. Failure to provide and maintain the insurance and related endorsements required by this MOU will constitute a material breach of the MOU.
- 8.6** During the term of this MOU, YCHHSD shall furnish the Executive Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this MOU. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. YCHHSD shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

9. NOTICES.

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by certified mail, return receipt requested, or personal service upon the other party. When service is by certified mail, service shall be conclusively deemed complete after deposit in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as hereafter provided.

Notices shall be addressed as follows:

If to YCHHSD:

Jennifer Vasquez, Director
Yuba County Health and
Human Services Department
5730 Packard Ave, Suite 100
Marysville, CA 95901

With a copy to:

COUNTY COUNSEL
County of Yuba
915 8th Streets, Suite 111
Marysville, CA 95901

If to COMMISSION:

FIRST 5 YUBA
1114 Yuba Street, Suite 201
Marysville, CA 95901

IN WITNESS WHEREOF, this MOU has been executed as follows:

FIRST FIVE YUBA COMMISSION


Commission Chair

5-5-17
Date

Approved as to Form:


Commission Counsel


4/27/2017
Date

COUNTY OF YUBA


_____, Chair
Yuba County Board of Supervisors

Date

INSURANCE PROVISIONS APPROVED:


Jill Abel,
Human Resource Director and
Risk Manager

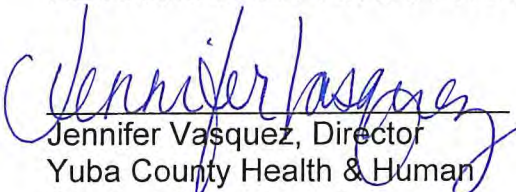
APPROVED AS TO FORM:


Angil Morris-Jones,
County Counsel

ATTEST: DONNA STOTTLEMEYER
Clerk of the Board of Supervisors

By: _____

RECOMMENDED FOR APPROVAL:


Jennifer Vasquez, Director
Yuba County Health & Human
Services Department